



LINDSAY CITY COUNCIL REGULAR MEETING AGENDA

City Hall, 251 E. Honolulu St., Lindsay, CA 93247

Notice is hereby given that the Lindsay City Council will hold a Regular Meeting on October 12, 2021 at 6:00 PM in person and via webinar. The webinar address for members of the public is <https://zoom.us/j/99279557087>.

Persons with disabilities who may need assistance should contact the City Clerk at least 24 hours prior to the meeting at (559) 562-7102 ext. 8011 or via email at lindsay.cityclerk@lindsay.ca.us.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE**

Led by Council Member SERNA.

4. **APPROVAL OF AGENDA**
5. **RECOGNITION ITEMS**
6. **PUBLIC COMMENT**

5.1 Proclamation in Honor of Senator Melissa Hurtado (p. 4)

5.2 Administration of Oath of Office to Public Safety Fire Lieutenant Tyler Fleischmann (p. 5)

The public is invited to comment on any subject under the jurisdiction of the Lindsay City Council. Please note that speakers that wish to comment on a Regular Item or Public Hearing on tonight's agenda will have an opportunity to speak when public comment for that item is requested by the Mayor. Comments shall be limited to three (3) minutes per person, with thirty (30) minutes for the total comment period, unless otherwise indicated by the Mayor. The public may also choose to submit a comment before the meeting via email. Public comments received via email will be distributed to the Council prior to the start of the meeting and incorporated into the official minutes; however, they will not be read aloud. Under state law, matters presented under public comment cannot be acted upon by the Council at this time.

7. **COUNCIL REPORT**
8. **CITY MANAGER REPORT**
9. **CONSENT CALENDAR**

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

9.1 Minutes from September 28, 2021 City Council Regular Meeting (pp. 6-9)

9.2 Treasurer's Report for September 2021 (p. 10)

- 9.3 Warrant List for September 10, 2021 through October 4, 2021 (pp. 11-17)
- 9.4 Consider the Renewal of **Resolution 20-12**, Declaring a Local Emergency and Request for Assistance Under the California Disaster Assistance Act (pp. 18-20)
- 9.5 City of Lindsay Coalition Letter to Governor Gavin Newsom, “Finish What We Started – A Call to Action to Complete State Route 99, Improve Public Safety, Invest in our Economy, and Enhance Overall Quality of Life in California” (pp. 21-23)
- 9.6 Consider Approval of **Resolution 21-42**, A Resolution in Support of the Water Infrastructure Funding Act of 2022 (pp. 24-25)
- 9.7 Consider Minute Order Approval of Temporary Use Permit (TUP) No. 21-05 for the 2021 Harvest Festival (pp. 26-27)

10. PRESENTATIONS

- 10.1 The Farm Workforce Modernization Act of 2021 – Expanding the Definition of Agricultural Labor or Services to Include Packing House and Processing Plant Employees and Expediting Legislation for Dreamers (pp. 28-31)
Presented by Manuel Cunha, Jr., President of the Nisei Farmers League

11. ACTION ITEMS

- 11.1 Consider Minute Order Approval of the City of Lindsay Reserve Policy (pp. 32-38)
Presented by Juana Espinoza, Finance Director
- 11.2 Consider Approval of **Resolution 21-43**, Authorizing the Filing of Notice of Categorical Exception from the California Environmental Quality Act (CEQA) for Approval of and Authorization to Execute the Contract between the United States and the City of Lindsay Providing for Project Water Service from Friant Division and Facilities Repayment, and Authorizing Actions in Furtherance Thereof (pp. 39-114)
Presented by Neyba Amezcua, Acting Director of City Services and Planning

12. PUBLIC HEARINGS

- 12.1 First Reading of **Ordinance 590**, Amending Chapter 8.34 of Title 8 of the Lindsay Municipal Code, Amending Organic Waste Recycling (pp. 115-139)
Presented by Neyba Amezcua, Acting Director of City Services and Planning

13. DISCUSSION ITEMS

- 13.1 Review of City of Lindsay Truck Routes (pp. 140-142)
Presented by Edward Real, Assistant City Planner

13.2 Consider Minute Order Approval of Request to Continue Friday Night Market Operations for the Remainder of the 2021-2022 Winter Season and Request for Council Direction Regarding the Upcoming 2022 Friday Night Market Contract (pp. 143-157)

Presented by Joseph Tanner, City Manager

14. EXECUTIVE (CLOSED SESSION)

14.1 Conference with Legal Counsel – Anticipated Litigation

Pursuant to Cal Gov. Code § 54956(d)(2)

Significant exposure to litigation re: California State Auditor Report 2020-804

15. REQUEST FOR FUTURE ITEMS

16. ADJOURNMENT

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Proclamation

WHEREAS, Senator Melissa Hurtado represents the 14th Senate district in California, which includes cities in Fresno, Kern, Kings, and Tulare County, including the City of Lindsay; and

WHEREAS, Senator Hurtado is the youngest woman ever elected to the California State Senate and is known for being a thoughtful policymaker who works across party lines to improve the quality of life for residents and to ensure rural voices are heard at all levels of government; and

WHEREAS, Senator Hurtado's commitment to advocating for rural communities such as Lindsay is evident in the recently approved SB-170 Budget Act of 2021 in which Senator Hurtado was instrumental in securing \$1 million in grant funding for the fire and public safety departments of Lindsay, Woodlake, and Sanger; and

WHEREAS, this additional grant funding will allow Lindsay's Public Safety Department to secure crucial and much-needed public safety vehicles and equipment to address wildfire risk and impacts; and

NOW, THEREFORE, BE IT RESOLVED, that I, Ramona Caudillo, Mayor of the City of Lindsay, along with members of the Lindsay City Council, do hereby formally recognize Senator Melissa Hurtado for her commitment to public safety and rural communities such as Lindsay.

IN WITNESS WHEREOF, I hereby set my hand and caused the Seal of the City of Lindsay to be affixed this 12th day of October 2021.

LINDSAY CITY COUNCIL

Ramona Caudillo, Mayor



City of Lindsay
P.O. Box 369 - 251 E. Honolulu St
Lindsay, California 93247
 Tel: 559-562-7102
 Fax: 559-562-7021

STATE OF CALIFORNIA)
 CITY OF LINDSAY) SS
 COUNTY OF TULARE)

OATH OF OFFICE

I, TYLER FLEISCHMANN, do solemnly swear that I will support the constitution of the United States, the constitution of the State of California, and to the best of my ability, will faithfully discharge all of the duties of an employee for the City of Lindsay that are or may be prescribed by the laws of the State of California or the City of Lindsay.

Signature of Employee

Subscribed and sworn to before me this
 12th Day of October, 2021

Signature of City Clerk



**LINDSAY CITY COUNCIL
REGULAR MEETING AGENDA
MINUTES**

City Hall, 251 E. Honolulu St., Lindsay, CA 93247

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1. CALL TO ORDER

2. ROLL CALL

Present	Council Member SERNA Mayor Pro Tem FLORES Mayor CAUDILLO Council Member CERROS Council Member SANCHEZ
Absent with Notice	N/A
Absent	N/A

3. PLEDGE

Led by Council Member SANCHEZ.

4. APPROVAL OF AGENDA

Motion to Approve Agenda							
1 st	2 nd	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
CERROS	CAUDILLO	(5-0) Approved	Aye	Aye	Aye	Aye	Aye

5. PUBLIC COMMENT

- Susana Mora, Friday Night Market Operator, asked Council to consider granting the Friday Night Market approval to continue operations through the remainder of the year.
- Mercy Herrera shared her opinion that outlying communities outside of the city limits be permitted to participate in the October 2nd city clean-up event.

- Irene Ramirez shared regarding the Friday Night Market Operator’s collaboration with Tulare County to increase vaccinations among Market goers.
- Eric Quek shared information regarding local exposure to toxins and pollution and the importance of ridding one’s body of these harmful substances; recommended that Council consider adding a sauna to the Lindsay Wellness Center.

6. **COUNCIL REPORT**

- Council Member SERNA reported regarding his recent attendance at the League of Cities conference in Sacramento. He also shared regarding his recent positive experience at a taco truck event in a nearby community and the possibility of creating something similar in Lindsay.
- Council Member CERROS reported regarding his recent attendance at the League of Cities conference in Sacramento. As a Voting Delegate, both of the Resolutions Council Member CERROS supported successfully passed; one concerned more equitable sales tax measures for online sales for small cities, and the other concerned railroad safety and maintenance. Additionally, the conference provided a great networking opportunity for young, elected officials throughout the state.
- Mayor CAUDILLO reported regarding her recent attendance at the League of Cities conference in Sacramento. She also shared details regarding a Tulare County Regional Transit Agency promotion offering free bus rides for the remainder of the year. On October 7th, Senator Hurtado will be hosting a press conference at City Hall to commemorate allocated grant funding for fire/safety efforts in Lindsay and surrounding communities.

7. **CITY MANAGER REPORT**

- Booster vaccine shots will be offered at the Wellness Center on Saturdays 11:00 AM – 6:00 PM.
- The City recorded its first breakthrough case of COVID among its staff; the necessary adjustments to staffing are being made.
- Swim lessons are being offered at the Wellness Center for children as young as kindergarten age.
- The City was recently made aware of an illegal special event; the matter was turned over to the District Attorney’s office.
- The City had a recent meeting with Joe Ross, Marketing representative from Visalia Rawhide to discuss additional funding for the Olive Bowl/Kaku Park project.
- The City is considering a COVID-19 vaccine policy for employees.
- There will also be a forthcoming Council procedures policy presented to Council for consideration and approval. A previously requested item regarding the City’s truck routes is also forthcoming.

8. **CONSENT CALENDAR**

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

8.1 Minutes from September 14, 2021 City Council Regular Meeting

8.2 Second Reading of **Ordinance 591**, Amending Chapter 8.22.010 of Title 8 of the Lindsay Municipal Code, Amending Procedures and Chapter 8.22.020 of Title 8 of the Lindsay Municipal Code, Amending Permit Issuance

8.3 Disinfection By Product (DBP) Notification Update

8.4 Consider the Approval of Consulting Contract for Hermosa Street Rehabilitation Phase I &II Proposal by Provost & Pritchard Consulting Group

- 8.5 Consider the Approval of **Resolution No. 21-41**, Authorizing the City Manager to Execute Program Supplemental Agreement with Tulare County Association of Governments (TCAG) for the Demolition & Design Phases of the Lindsay Transit Center Project

Motion to Approve Consent Calendar							
1 st	2 nd	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
CAUDILLO	SANCHEZ	(5-0) Approved	Aye	Aye	Aye	Aye	Aye

9. ACTION ITEMS

- 9.1 Consider the Rejection of Bids Received in Response to the 2021 Street Seal & Rubberized Cape Seal Projects (Projects No. CS21-08 and CS21-09) and Authorize Staff to Re-Bid
Presented by Neyba Amezcua, City Services Assistant Director

Motion to Authorize the Rejection of Bids Received in Response to the 2021 Streets Seal & Rubberized Cape Seal Projects and Authorize Staff to Re-Bid							
1 st	2 nd	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
CAUDILLO	SANCHEZ	(5-0) Approved	Aye	Aye	Aye	Aye	Aye

- Mayor CAUDILLO emphasized the importance of selecting bonded contractors. CITY SERVICES ASSISTANT DIRECTOR confirmed that the contractors provide a 100% bond.

10. DISCUSSION ITEMS

- 10.1 Review of Lindsay Municipal Code Regulations and Allowable Uses as Related to Temporary Use Permits for Special Events within the Service Commercial Zone
Presented by Edward Real, Assistant City Planner
- 10.2 Review of American Rescue Plan (Coronavirus State and Local Fiscal Recovery Funds) City of Lindsay Allocation and Potential Uses
Presented by Joseph Tanner, City Manager

11. EXECUTIVE (CLOSED SESSION)

- 11.1 Conference with Real Property Negotiators Pursuant to Cal Gov. Code § 54956.8
Property: 100 E. Honolulu St., Lindsay, CA 93247 APN 205-236-014-000
Agency Negotiator: Joseph M. Tanner, City of Lindsay
Negotiating Parties: Jose Cabrera, Property Owner

Under Negotiation: Terms and Conditions of Potential Sale

11.2 Public Employee Performance Evaluation

Pursuant to Cal Gov. Code § 54957(b)(1)

Title: City Attorney

12. REQUEST FOR FUTURE ITEMS

- Council Member CERROS shared recent resident complaints regarding an LUSD employee and requested information on school board meetings.

13. ADJOURNMENT

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Monthly Treasurer's Report
September 30, 2021
Cash Balances Classified by Depository

CASH RESOURCES

LOCATION	GL ACCOUNT #	TYPE	BALANCE
Cash Register Funds (City Hall & Wellness)	100-102	RES	\$800
Bank of the Sierra- Depository Account	100-114	GEN	\$2,825,705
Bank of the Sierra - AP/Operating	100-100	GEN	\$289,500
Bank of the Sierra - Payroll	100-106	GEN	\$478,783
Bank of the Sierra - Wellness Center	100-500	GEN	\$689,951
Bank of the Sierra - Impound Account	100-120	RES	\$99,465
LAIF Savings: City & Successor Agency	100-103	INV-RES	\$5,928,864
MBS Investments			856,746
TOTAL			\$11,169,814

CASH EXPENDED

ACCOUNTS PAYABLE & PAYROLL	AMOUNT	DEBT SERVICE	AMOUNT
Accounts Payable	\$617,867	None	
Payroll (September 10th Payday)	\$219,971		
Payroll (September 24th Payday)	\$237,086		
TOTAL	\$ 1,074,924	TOTAL	\$ -

INVESTMENTS

INVESTMENT POLICY COMPLIANCE

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

INVESTED FUNDS	\$5,928,864
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Respectfully submitted,

Juana Espinoza

Director of Finance
 City of Lindsay

ABBREVIATIONS

GEN: GENERAL UNRESTRICTED
 RES: RESTRICTED ACTIVITY
 INV: INVESTMENT

Check#	Fund	Date	Vendor #	Vendor Name	Description	Amount
TOTAL						322,050.46
19475						(\$461.54)
	101 - GENERAL FUND	09/14/21	1955	TEAMSTERS LOCAL 856	DED:0508 TEAMSTERS	(461.54)
19535						\$370.40
	101 - GENERAL FUND	09/27/21	3977	AFLAC	DED:015 AFLAC	370.40
19536						\$603.58
	101 - GENERAL FUND	09/27/21	4660	CITY OF LINDSAY	DED:052 WELLNESS	13.86
	101 - GENERAL FUND	09/27/21	4660	CITY OF LINDSAY	DED:CDBG CDBG PMT	182.72
	101 - GENERAL FUND	09/27/21	4660	CITY OF LINDSAY	DED:L203 CDBG LOAN	397.00
	101 - GENERAL FUND	09/27/21	4660	CITY OF LINDSAY	LATE FEE SPEREZ CDB	10.00
19537						\$9.00
	101 - GENERAL FUND	09/27/21	451	CITY OF LINDSAY EMP	DED:0505 SEC 125	9.00
19538						\$62.00
	101 - GENERAL FUND	09/27/21	6675	EDD	DED:EDD EDD ORDER	62.00
19539						\$122.62
	101 - GENERAL FUND	09/27/21	3192	SEIU LOCAL 521	DED:DUES UNION DUES	122.62
19540						\$8,328.07
	101 - GENERAL FUND	09/27/21	6452	GREAT-WEST TRUST	DED:0500 DEF COMP	3,600.73
	101 - GENERAL FUND	09/27/21	6452	GREAT-WEST TRUST	DED:0555 DC LOANPAY	1,502.68
	101 - GENERAL FUND	09/27/21	6452	GREAT-WEST TRUST	DED:151 DEFERCOMP	3,124.66
	101 - GENERAL FUND	09/27/21	6452	GREAT-WEST TRUST	DED:ROTH ROTH	100.00
19541						\$94.15
	101 - GENERAL FUND	09/27/21	6409	BERNARD HEALTH LEGA	DED:MET MET LAW	94.15
19542						\$50.82
	101 - GENERAL FUND	09/27/21	2325	LINDSAY PUBLIC SAFE	DED:LPOA LPOA DUES	50.82
19543						\$117.67
	101 - GENERAL FUND	09/27/21	6246	MCDERMONT VENTURE I	DED:051 MCDERMONT	117.67
19544						\$189.23
	101 - GENERAL FUND	09/27/21	3042	STATE DISBURSEMENT	DED:0512 CHILD SUPT	189.23
19545						\$404.31
	101 - GENERAL FUND	09/27/21	1955	TEAMSTERS LOCAL 856	DED:0508 TEAMSTERS	404.31
19546						\$564.76
	101 - GENERAL FUND	10/01/21	2873	ADVANTAGE ANSWERING	9/1/21-9/30/21	564.76
19547						\$553.00
	101 - GENERAL FUND	10/01/21	6504	ADVENTIST HEALTH TO	AUGUST TOXICOLOGY	553.00
19548						\$670.04
	101 - GENERAL FUND	10/01/21	007	AG IRRIGATION SALES	CITY PARK SPRINKLER	177.19
	101 - GENERAL FUND	10/01/21	007	AG IRRIGATION SALES	CITY PARK SPRINKLER	187.68
	101 - GENERAL FUND	10/01/21	007	AG IRRIGATION SALES	CITY PARK SPRINKLER	187.79
	101 - GENERAL FUND	10/01/21	007	AG IRRIGATION SALES	CITY PARK SUPPLIES	70.01
	552 - WATER	10/01/21	007	AG IRRIGATION SALES	TRUCK 28 REPAIR CLA	47.37
19549						\$10.16
	552 - WATER	10/01/21	6680	ALICIA CORTEZ VEGA	REFUND CLOSED UB AC	10.16
19550						\$256.00
	101 - GENERAL FUND	10/01/21	1858	ALL PRO FIRE AND SA	CORP YARD	50.00
	101 - GENERAL FUND	10/01/21	1858	ALL PRO FIRE AND SA	PW,FINANCE,CITY MAN	96.00
	101 - GENERAL FUND	10/01/21	1858	ALL PRO FIRE AND SA	SPORT COMPLEX CAFE	50.00
	553 - SEWER	10/01/21	1858	ALL PRO FIRE AND SA	WASTE WATER TREATME	60.00
19551						\$6.14
	101 - GENERAL FUND	10/01/21	6362	AMERICAN BUSINESS M	C.M. 9/29-10/28 TON	6.14
19552						\$850.64
	101 - GENERAL FUND	10/01/21	6600	AMERICAN HERITAGE L	SEPT. ACCIDENT PLAN	850.64
19553						\$52.06
	101 - GENERAL FUND	10/01/21	5812	ANITA SALINAS	UUT REFUND FY 20-21	52.06
19554						\$281.68
	101 - GENERAL FUND	10/01/21	3428	AT&T MOBILITY	2872972868670910202	281.68
19555						\$459.57
	101 - GENERAL FUND	10/01/21	5457	AUTO ZONE COMMERCIA	DURALAST BATTERY	19.58
	101 - GENERAL FUND	10/01/21	5457	AUTO ZONE COMMERCIA	GASKET, HOSE CLAMPS	91.82
	101 - GENERAL FUND	10/01/21	5457	AUTO ZONE COMMERCIA	HOSE CLMAP	3.25
	101 - GENERAL FUND	10/01/21	5457	AUTO ZONE COMMERCIA	P.S. VEHICLE REPAIR	45.29
	101 - GENERAL FUND	10/01/21	5457	AUTO ZONE COMMERCIA	RETURNED HOSE CLAMP	(3.25)
	101 - GENERAL FUND	10/01/21	5457	AUTO ZONE COMMERCIA	TRUCK #77 MOTOR OIL	67.34
	552 - WATER	10/01/21	5457	AUTO ZONE COMMERCIA	DURALAST SOCKET	13.15
	552 - WATER	10/01/21	5457	AUTO ZONE COMMERCIA	TRUCK #28 MOTOR OIL	105.97
	552 - WATER	10/01/21	5457	AUTO ZONE COMMERCIA	TRUCK #46 AIR FILTE	16.41
	552 - WATER	10/01/21	5457	AUTO ZONE COMMERCIA	WINDSHIELD FLUID	26.18
	553 - SEWER	10/01/21	5457	AUTO ZONE COMMERCIA	DIESEL FUEL PUMP	73.83
19556						\$3.47
	552 - WATER	10/01/21	6683	AVILA ADAME CRUZ	REFUND CLOSED UB AC	3.47
19557						\$373.70
	400 - WELLNESS CENTER	10/01/21	5875	BMI	1/1/21-12/31/21 MUS	373.70
19558						\$21.17

	552 - WATER	10/01/21	6682	BRIONES LOUIE	REFUND CLOSED UB AC	21.17
19559						\$2,267.00
	552 - WATER	10/01/21	051	BSK	BACTI, MONTHLY ALK	2,267.00
19560						\$85.00
	400 - WELLNESS CENTER	10/01/21	5013	BUZZ KILL PEST CONT	W.C. MONTHLY SERVIC	85.00
19561						\$1,807.09
	101 - GENERAL FUND	10/01/21	6351	CANON FINANCIAL SER	09/01/2021-09/30/20	451.77
	101 - GENERAL FUND	10/01/21	6351	CANON FINANCIAL SER	09/01/2021-09/30/20	451.77
	101 - GENERAL FUND	10/01/21	6351	CANON FINANCIAL SER	09/01/2021-09/30/20	451.77
	101 - GENERAL FUND	10/01/21	6351	CANON FINANCIAL SER	09/01/2021-09/30/20	451.78
19562						\$95,512.00
	101 - GENERAL FUND	10/01/21	075	CSJVRMA	BUSINESS TRAVEL ACC	253.00
	101 - GENERAL FUND	10/01/21	075	CSJVRMA	LIABILITY PROGRAM	1,050.00
	101 - GENERAL FUND	10/01/21	075	CSJVRMA	LIABILITY PROGRAM	4,500.00
	101 - GENERAL FUND	10/01/21	075	CSJVRMA	LIABILITY PROGRAM	5,356.80
	101 - GENERAL FUND	10/01/21	075	CSJVRMA	WORKER'S COMP PROGR	57,099.00
	261 - GAS TAX FUND	10/01/21	075	CSJVRMA	LIABILITY PROGRAM	2,155.00
	400 - WELLNESS CENTER	10/01/21	075	CSJVRMA	LIABILITY PROGRAM	6,274.55
	552 - WATER	10/01/21	075	CSJVRMA	LIABILITY PROGRAM	6,274.55
	553 - SEWER	10/01/21	075	CSJVRMA	LIABILITY PROGRAM	6,274.55
	554 - REFUSE	10/01/21	075	CSJVRMA	LIABILITY PROGRAM	6,274.55
19563						\$60.00
	101 - GENERAL FUND	10/01/21	3845	CHADS AUTO GLASS	LIC. 1366705 REPAIR	60.00
19565						\$2,553.01
	101 - GENERAL FUND	10/01/21	5832	CINTAS CORPORATION	UNIFORMS & SUPPLIES	25.58
	101 - GENERAL FUND	10/01/21	5832	CINTAS CORPORATION	UNIFORMS & SUPPLIES	25.58
	101 - GENERAL FUND	10/01/21	5832	CINTAS CORPORATION	UNIFORMS & SUPPLIES	25.59
	101 - GENERAL FUND	10/01/21	5832	CINTAS CORPORATION	UNIFORMS & SUPPLIES	26.65
	101 - GENERAL FUND	10/01/21	5832	CINTAS CORPORATION	UNIFORMS & SUPPLIES	26.65
	101 - GENERAL FUND	10/01/21	5832	CINTAS CORPORATION	UNIFORMS & SUPPLIES	26.65
	101 - GENERAL FUND	10/01/21	5832	CINTAS CORPORATION	UNIFORMS & SUPPLIES	27.50
	101 - GENERAL FUND	10/01/21	5832	CINTAS CORPORATION	UNIFORMS & SUPPLIES	27.50
	101 - GENERAL FUND	10/01/21	5832	CINTAS CORPORATION	UNIFORMS & SUPPLIES	27.50
	305 - COVID-19 EMERGENCY FUND	10/01/21	5832	CINTAS CORPORATION	ULTRACLEAN	230.80
	305 - COVID-19 EMERGENCY FUND	10/01/21	5832	CINTAS CORPORATION	ULTRACLEAN	230.80
	305 - COVID-19 EMERGENCY FUND	10/01/21	5832	CINTAS CORPORATION	ULTRACLEAN	320.80
	305 - COVID-19 EMERGENCY FUND	10/01/21	5832	CINTAS CORPORATION	ULTRACLEAN	320.80
	305 - COVID-19 EMERGENCY FUND	10/01/21	5832	CINTAS CORPORATION	ULTRACLEAN	891.60
	552 - WATER	10/01/21	5832	CINTAS CORPORATION	UNIFORMS & SUPPLIES	25.59
	552 - WATER	10/01/21	5832	CINTAS CORPORATION	UNIFORMS & SUPPLIES	26.66
	552 - WATER	10/01/21	5832	CINTAS CORPORATION	UNIFORMS & SUPPLIES	27.50
	553 - SEWER	10/01/21	5832	CINTAS CORPORATION	UNIFORMS & SUPPLIES	25.59
	553 - SEWER	10/01/21	5832	CINTAS CORPORATION	UNIFORMS & SUPPLIES	26.66
	553 - SEWER	10/01/21	5832	CINTAS CORPORATION	UNIFORMS & SUPPLIES	27.50
	554 - REFUSE	10/01/21	5832	CINTAS CORPORATION	UNIFORMS & SUPPLIES	25.59
	554 - REFUSE	10/01/21	5832	CINTAS CORPORATION	UNIFORMS & SUPPLIES	26.66
	554 - REFUSE	10/01/21	5832	CINTAS CORPORATION	UNIFORMS & SUPPLIES	27.51
	556 - VITA-PAKT	10/01/21	5832	CINTAS CORPORATION	UNIFORMS & SUPPLIES	25.59
	556 - VITA-PAKT	10/01/21	5832	CINTAS CORPORATION	UNIFORMS & SUPPLIES	26.66
	556 - VITA-PAKT	10/01/21	5832	CINTAS CORPORATION	UNIFORMS & SUPPLIES	27.50
19566						\$894.00
	101 - GENERAL FUND	10/01/21	279	CITY OF PORTERVILLE	JULY ANIMAL 01-0006	200.00
	553 - SEWER	10/01/21	279	CITY OF PORTERVILLE	JULY LAB SERVICES	694.00
19567						\$860.00
	400 - WELLNESS CENTER	10/01/21	6090	CLEAN CUT LANDSCAPE	AUGUST LANDSCAPING	860.00
19568						\$45.03
	101 - GENERAL FUND	10/01/21	1529	DONALD CLIFTON	UUT REFUND FY 20-21	45.03
19569						\$443.30
	101 - GENERAL FUND	10/01/21	6672	COLBY'S TIRE,TOWING	LIC1400808 TIRE PAT	25.00
	553 - SEWER	10/01/21	6672	COLBY'S TIRE,TOWING	BACKHOE FRONT TIRE	325.44
	553 - SEWER	10/01/21	6672	COLBY'S TIRE,TOWING	BACKHOE REPLACED TU	92.86
19570						\$15.50
	552 - WATER	10/01/21	6679	CORTEZ GILOMENO	REFUND CLOSED UB AC	15.50
19571						\$54.50
	400 - WELLNESS CENTER	10/01/21	102	CULLIGAN	W.C. 860 N SEQUOIA	54.50
19572						\$850.00
	552 - WATER	10/01/21	6118	CVIN LLC D.B.A. VAS	9/1/21-9/30/21	283.34
	553 - SEWER	10/01/21	6118	CVIN LLC D.B.A. VAS	9/1/21-9/30/21	283.33
	554 - REFUSE	10/01/21	6118	CVIN LLC D.B.A. VAS	9/1/21-9/30/21	283.33

19573						\$8,094.81
552 - WATER	10/01/21	388	DENNIS KELLER/JAMES	DBP,WATER,TOC,RENEW		1,002.80
552 - WATER	10/01/21	388	DENNIS KELLER/JAMES	TOC, RENEW, WATER		1,366.65
552 - WATER	10/01/21	388	DENNIS KELLER/JAMES	TOC,WATER TEST, REN		692.66
552 - WATER	10/01/21	388	DENNIS KELLER/JAMES	WELL #14		1,708.00
552 - WATER	10/01/21	388	DENNIS KELLER/JAMES	WELL #14		37.00
600 - CAPITAL IMPROVEMENT	10/01/21	388	DENNIS KELLER/JAMES	NITRATE CONTROL PLA		1,626.50
600 - CAPITAL IMPROVEMENT	10/01/21	388	DENNIS KELLER/JAMES	NITRATE CONTROL PLA		461.50
600 - CAPITAL IMPROVEMENT	10/01/21	388	DENNIS KELLER/JAMES	NITRATE CONTROL PLA		847.75
600 - CAPITAL IMPROVEMENT	10/01/21	388	DENNIS KELLER/JAMES	SALINITY CONTROL PL		104.70
600 - CAPITAL IMPROVEMENT	10/01/21	388	DENNIS KELLER/JAMES	SALT CONTROL PLAN		204.25
600 - CAPITAL IMPROVEMENT	10/01/21	388	DENNIS KELLER/JAMES	SALT CONTROL PLAN		43.00
19574						\$58.49
101 - GENERAL FUND	10/01/21	4683	DENNIS R. MEDDERS	UUT REFUND FY 20-21		58.49
19575						\$522.60
781 - CAL HOME RLF	10/01/21	2540	DEPT.OF HOUSING & C	9/15 CALHOME TO HCD		522.60
19576						\$2,974.88
700 - CDBG REVOLVING LN FUND	10/01/21	2540	DEPT.OF HOUSING & C	9/15/21 CDBG TO HCD		2,974.88
19577						\$13,510.53
720 - HOME REVOLVING LN FUND	10/01/21	2540	DEPT.OF HOUSING & C	9/15/21 HOME TO HCD		13,510.53
19578						\$227.98
400 - WELLNESS CENTER	10/01/21	3733	DIRECTV	059208625X210909		227.98
19579						\$4,951.51
553 - SEWER	10/01/21	5978	DOMINO SOLAR LTD	JB-9325693-00 AUGUS		4,951.51
19580						\$164.64
101 - GENERAL FUND	10/01/21	633	ENTENMANN-ROVIN CO	P.S. DOME BADGE		164.64
19581						\$59.03
101 - GENERAL FUND	10/01/21	4387	ESTELLA FLORES	UUT REFUND FY 20-21		59.03
19582						\$2,657.43
552 - WATER	10/01/21	3461	FERGUSON ENTERPRISE	COMPXMTR STRT BALL		2,657.43
19583						\$77.95
101 - GENERAL FUND	10/01/21	4307	FRANCES LOYD	UUT REFUND FY 20-21		77.95
19584						\$396.98
101 - GENERAL FUND	10/01/21	6681	FRANCESCA QUINTANA	TRAVEL EXPENSE REFU		396.98
19585						\$800.88
552 - WATER	10/01/21	3478	FRESNO PIPE & SUPPL	OPERATING SUPPLIES		800.88
19586						\$3,768.24
552 - WATER	10/01/21	137	FRIANT WATER AUTHOR	MONTHLY TPP,DMC,SLD		3,768.24
19587						\$1,291.10
101 - GENERAL FUND	10/01/21	6010	FRONTIER COMMUNICAT	209-042-9309		1.99
101 - GENERAL FUND	10/01/21	6010	FRONTIER COMMUNICAT	209-151-2650		23.13
101 - GENERAL FUND	10/01/21	6010	FRONTIER COMMUNICAT	209-151-2650		23.13
101 - GENERAL FUND	10/01/21	6010	FRONTIER COMMUNICAT	209-151-2652		46.25
101 - GENERAL FUND	10/01/21	6010	FRONTIER COMMUNICAT	209-151-2656		46.25
101 - GENERAL FUND	10/01/21	6010	FRONTIER COMMUNICAT	209-151-2662		61.16
101 - GENERAL FUND	10/01/21	6010	FRONTIER COMMUNICAT	562-2512		143.14
552 - WATER	10/01/21	6010	FRONTIER COMMUNICAT	209-150-2936		84.17
552 - WATER	10/01/21	6010	FRONTIER COMMUNICAT	209-151-2650		23.13
552 - WATER	10/01/21	6010	FRONTIER COMMUNICAT	562-1552		101.25
552 - WATER	10/01/21	6010	FRONTIER COMMUNICAT	562-7131		139.07
553 - SEWER	10/01/21	6010	FRONTIER COMMUNICAT	209-150-3621		119.86
553 - SEWER	10/01/21	6010	FRONTIER COMMUNICAT	209-151-2650		23.12
553 - SEWER	10/01/21	6010	FRONTIER COMMUNICAT	209-151-2654		46.25
553 - SEWER	10/01/21	6010	FRONTIER COMMUNICAT	209-151-2655		46.25
553 - SEWER	10/01/21	6010	FRONTIER COMMUNICAT	562-6317		84.37
553 - SEWER	10/01/21	6010	FRONTIER COMMUNICAT	562-7132		278.58
19588						\$85.34
101 - GENERAL FUND	10/01/21	1925	FRUIT GROWERS SUPPL	CYLIN GASKET STIHL		85.34
19589						\$2,763.69
101 - GENERAL FUND	10/01/21	148	GOMEZ AUTO & SMOG	LIC 1179748 OIL CHA		86.99
101 - GENERAL FUND	10/01/21	148	GOMEZ AUTO & SMOG	LIC 1179749 OIL CHA		61.99
101 - GENERAL FUND	10/01/21	148	GOMEZ AUTO & SMOG	LIC 1226627 REPAIRS		434.44
101 - GENERAL FUND	10/01/21	148	GOMEZ AUTO & SMOG	LIC 1322839 OIL CHA		60.99
101 - GENERAL FUND	10/01/21	148	GOMEZ AUTO & SMOG	LIC 1342693 OIL CHA		86.99
101 - GENERAL FUND	10/01/21	148	GOMEZ AUTO & SMOG	LIC 1366704 OIL CHA		61.99
101 - GENERAL FUND	10/01/21	148	GOMEZ AUTO & SMOG	LIC 1366733 OIL CHA		61.99
101 - GENERAL FUND	10/01/21	148	GOMEZ AUTO & SMOG	LIC 1606856 REPAIRS		102.40
101 - GENERAL FUND	10/01/21	148	GOMEZ AUTO & SMOG	LIC#1215910 BRAKE L		107.00
101 - GENERAL FUND	10/01/21	148	GOMEZ AUTO & SMOG	LIC#1215910 SMOG		53.75
101 - GENERAL FUND	10/01/21	148	GOMEZ AUTO & SMOG	LIC. 1210112 REPAIR		373.94
552 - WATER	10/01/21	148	GOMEZ AUTO & SMOG	BACKHOE WATER PUMP		1,244.22
552 - WATER	10/01/21	148	GOMEZ AUTO & SMOG	LIC1456095 OIL CHAN		27.00

19590						\$13,785.85
101 - GENERAL FUND	10/01/21	5647	GRISWOLD,LASSALLE,C	MATTER: CITY CLERK		47.50
101 - GENERAL FUND	10/01/21	5647	GRISWOLD,LASSALLE,C	MATTER: CITY COUNCI		1,552.50
101 - GENERAL FUND	10/01/21	5647	GRISWOLD,LASSALLE,C	MATTER: CITY MANAGE		237.50
101 - GENERAL FUND	10/01/21	5647	GRISWOLD,LASSALLE,C	MATTER: CITY MANAGE		2,669.16
101 - GENERAL FUND	10/01/21	5647	GRISWOLD,LASSALLE,C	MATTER: CITY SERVIC		134.17
101 - GENERAL FUND	10/01/21	5647	GRISWOLD,LASSALLE,C	MATTER: FINANCE		2,928.33
101 - GENERAL FUND	10/01/21	5647	GRISWOLD,LASSALLE,C	MATTER: FINANCE		3,363.34
101 - GENERAL FUND	10/01/21	5647	GRISWOLD,LASSALLE,C	MATTER: POLICE DEPA		1,514.99
101 - GENERAL FUND	10/01/21	5647	GRISWOLD,LASSALLE,C	MATTER: USBR LAWSUI		593.34
101 - GENERAL FUND	10/01/21	5647	GRISWOLD,LASSALLE,C	MATTER: USBR LAWSUI		745.02
19591						\$80.00
400 - WELLNESS CENTER	10/01/21	6665	HERNANDEZ PRIVATE S	860 SEQUOIA SECURIT		80.00
19592						\$201.50
101 - GENERAL FUND	10/01/21	4714	HUNTINGTON COURT RE	P.S. COURT REPORTS		201.50
19593						\$68.14
101 - GENERAL FUND	10/01/21	2369	IMOGENE HALL	UUT REFUND FY 20-21		68.14
19594						\$300.00
101 - GENERAL FUND	10/01/21	6346	JEFF PFEIFFER	SQUIRREL TREATMENT		300.00
19595						\$225.00
101 - GENERAL FUND	10/01/21	6678	JEFF WYNN	ARBOR CANCEL REFUND		50.00
101 - GENERAL FUND	10/01/21	6678	JEFF WYNN	ARBOR DEPOSIT REFUN		175.00
19596						\$44.78
101 - GENERAL FUND	10/01/21	2424	JESS SANCHEZ	UUT REFUND FY 20-21		44.78
19597						\$54.03
101 - GENERAL FUND	10/01/21	4947	JOSEPH MONGE	UUT REFUND FY 20-21		54.03
19598						\$1,378.32
101 - GENERAL FUND	10/01/21	6687	JOSEPH TANNER	TRAVEL EXPENSES		1,378.32
19599						\$1,260.25
400 - WELLNESS CENTER	10/01/21	3560	KNORR SYSTEMS, INC	CHEM FEED PUMP REPA		1,260.25
19600						\$65.67
101 - GENERAL FUND	10/01/21	5945	LARRY OLIN SHAW	UUT REFUND FY 20-21		65.67
19601						\$901.00
101 - GENERAL FUND	10/01/21	4076	LIEBERT CASSIDY WHI	MATTER:LI012-00001		106.00
101 - GENERAL FUND	10/01/21	4076	LIEBERT CASSIDY WHI	MATTER:LI012-00004		795.00
19602						\$1,145.98
400 - WELLNESS CENTER	10/01/21	5788	LINCOLN AQUATICS	LIQUID CHLORINE		767.91
400 - WELLNESS CENTER	10/01/21	5788	LINCOLN AQUATICS	W.C. BULK LIQUID CH		378.07
19603						\$3,003.65
101 - GENERAL FUND	10/01/21	4067	LINCOLN NAT'L INSUR	OCTOBER DENTAL PLAN		3,003.65
19604						\$1,004.15
101 - GENERAL FUND	10/01/21	4067	LINCOLN NAT'L INSUR	LIFE 10/1/21-10/31/		1,004.15
19605						\$500.00
305 - COVID-19 EMERGENCY FUND	10/01/21	6686	LINDSAY GARDENS	COVID-19 TEST KITS		500.00
19606						\$3,574.63
101 - GENERAL FUND	10/01/21	6425	LINDSAY TIRE & AUTO	LIC. 1179748 TIRE		190.00
101 - GENERAL FUND	10/01/21	6425	LINDSAY TIRE & AUTO	LIC. 1366732 TIRE		140.00
101 - GENERAL FUND	10/01/21	6425	LINDSAY TIRE & AUTO	LIC. 1366733 TIRE		144.41
101 - GENERAL FUND	10/01/21	6425	LINDSAY TIRE & AUTO	TRUCK#77 FLAT REPAI		20.00
552 - WATER	10/01/21	6425	LINDSAY TIRE & AUTO	BACKHOE TIRES		1,080.13
552 - WATER	10/01/21	6425	LINDSAY TIRE & AUTO	BACKHOE TIRES		520.00
552 - WATER	10/01/21	6425	LINDSAY TIRE & AUTO	TRUCK#27 TIRES		740.07
552 - WATER	10/01/21	6425	LINDSAY TIRE & AUTO	TRUCK#46 TIRES		740.02
19607						\$473.88
552 - WATER	10/01/21	6279	LINDSAY-STRATHMORE	SJRRP URF EXCHANGE		473.88
19608						\$1,037.50
600 - CAPITAL IMPROVEMENT	10/01/21	2548	LOCAL GOVERNMENT CO	4-428 HERMOSA CORRI		1,037.50
19609						\$100.00
101 - GENERAL FUND	10/01/21	6677	MAGGIE DAVIS	ARBOR DEPOSIT REFUN		100.00
19610						\$316.31
101 - GENERAL FUND	10/01/21	6550	MARIO SAGREDO ELECT	STREET BALLARD		166.31
553 - SEWER	10/01/21	6550	MARIO SAGREDO ELECT	RESERVOIR		150.00
19611						\$47.51
101 - GENERAL FUND	10/01/21	4685	MARY FLORES	UUT REFUND FY 20-21		47.51
19612						\$250.24
101 - GENERAL FUND	10/01/21	6594	MAYRA ESPINOZA-MART	TRAVEL EXPENSE REFU		250.24
19613						\$2,188.02
101 - GENERAL FUND	10/01/21	5852	MID VALLEY DISPOSAL	P.S. 185 N GALE HIL		1,366.80
400 - WELLNESS CENTER	10/01/21	5852	MID VALLEY DISPOSAL	SEPT. WELLNESS CENT		821.22
19614						\$140.00
101 - GENERAL FUND	10/01/21	6437	MORINDA MEDICAL GRO	AUGUST 2021 CLAIMS		140.00
19615						\$13,886.25
101 - GENERAL FUND	10/01/21	6579	MV CHENG & ASSOCIAT	CONSULTING M. DEANO		13,886.25
19616						\$499.34
101 - GENERAL FUND	10/01/21	5625	NGLIC-SUPERIOR VISI	OCTOBER VISION PLAN		499.34
19617						\$41.42
101 - GENERAL FUND	10/01/21	6349	OLGA RENTERIA	UUT REFUND FY 20-21		41.42
19618						\$13.95

	101 - GENERAL FUND	10/01/21	1565	OACYS.COM INC	DOMAIN PARKING & DN	13.95
19619						\$18.61
	552 - WATER	10/01/21	6685	OROSCO LEMUS FLOYLA	REFUND CLOSED UB AC	18.61
19620						\$904.84
	552 - WATER	10/01/21	6673	PACE SUPPLY CORP	3/4 FIP X COMP PEP	390.56
	552 - WATER	10/01/21	6673	PACE SUPPLY CORP	PAINTED SADDLE W/2	514.28
19621						\$1,653.58
	552 - WATER	10/01/21	6498	PACWEST DIRECT	9/10/21 UB RECEIPTS	551.20
	553 - SEWER	10/01/21	6498	PACWEST DIRECT	9/10/21 UB RECEIPTS	551.19
	554 - REFUSE	10/01/21	6498	PACWEST DIRECT	9/10/21 UB RECEIPTS	551.19
19622						\$57.01
	101 - GENERAL FUND	10/01/21	4949	PETER SALCEDO	UUT REFUND FY 20-21	57.01
19623						\$2,195.75
	101 - GENERAL FUND	10/01/21	272	PITNEY BOWES INC.	METER FEES	195.75
	101 - GENERAL FUND	10/01/21	272	PITNEY BOWES INC.	REFILLED POSTAGE ME	2,000.00
19624						\$831.14
	101 - GENERAL FUND	10/01/21	276	PORTERVILLE RECORDE	8/31 SEALED PROPOSA	571.14
	400 - WELLNESS CENTER	10/01/21	276	PORTERVILLE RECORDE	WELLNESS AD	260.00
19625						\$5,704.40
	552 - WATER	10/01/21	4618	PROVOST & PRITCHARD	AUG FINANCIAL ANALY	132.00
	553 - SEWER	10/01/21	4618	PROVOST & PRITCHARD	AUG FINANCIAL ANALY	132.00
	553 - SEWER	10/01/21	4618	PROVOST & PRITCHARD	AUG. GWM&R EAST PON	3,796.80
	556 - VITA-PAKT	10/01/21	4618	PROVOST & PRITCHARD	LINDSAY & SWORLCO L	1,643.60
19626						\$13,880.90
	101 - GENERAL FUND	10/01/21	399	QUAD KNOFF,INC.	7/11-8/7 ENGINEERIN	273.90
	101 - GENERAL FUND	10/01/21	399	QUAD KNOFF,INC.	7/11-8/7 FRESNO ST	2,261.30
	101 - GENERAL FUND	10/01/21	399	QUAD KNOFF,INC.	7/11-8/7 MISSION ES	192.20
	101 - GENERAL FUND	10/01/21	399	QUAD KNOFF,INC.	7/11-8/7 PARK ESTAT	1,067.00
	101 - GENERAL FUND	10/01/21	399	QUAD KNOFF,INC.	8/8/-9/4 1001 FRESN	873.30
	101 - GENERAL FUND	10/01/21	399	QUAD KNOFF,INC.	8/8/-9/4 ENGINEERIN	594.80
	101 - GENERAL FUND	10/01/21	399	QUAD KNOFF,INC.	8/8/-9/4 MISSION ES	971.50
	101 - GENERAL FUND	10/01/21	399	QUAD KNOFF,INC.	8/8/-9/4 PARK ESTAT	214.50
	101 - GENERAL FUND	10/01/21	399	QUAD KNOFF,INC.	8/8-9/4 ENGINEER	441.00
	101 - GENERAL FUND	10/01/21	399	QUAD KNOFF,INC.	8/8-9/4 PALM TERRAC	1,176.10
	101 - GENERAL FUND	10/01/21	399	QUAD KNOFF,INC.	8/8-9/4 PALM TERRAC	1,641.50
	101 - GENERAL FUND	10/01/21	399	QUAD KNOFF,INC.	8/8-9/4 PLANNING	282.80
	600 - CAPITAL IMPROVEMENT	10/01/21	399	QUAD KNOFF,INC.	AUG-PEDESTRIAN PATH	3,135.00
	600 - CAPITAL IMPROVEMENT	10/01/21	399	QUAD KNOFF,INC.	AUG-PROJECT MANAGEM	756.00
19627						\$2,827.44
	101 - GENERAL FUND	10/01/21	285	QUILL CORPORATION	FINANCE OFFICE CHAI	207.72
	101 - GENERAL FUND	10/01/21	285	QUILL CORPORATION	FINANCE SUPPLIES	36.93
	101 - GENERAL FUND	10/01/21	285	QUILL CORPORATION	H.R. OPERATING SUPP	158.55
	101 - GENERAL FUND	10/01/21	285	QUILL CORPORATION	H.R. OPERATING SUPP	32.39
	101 - GENERAL FUND	10/01/21	285	QUILL CORPORATION	P.S. OFFICE SUPPLIE	321.77
	400 - WELLNESS CENTER	10/01/21	285	QUILL CORPORATION	24X24 LINER 8 MIC	35.56
	400 - WELLNESS CENTER	10/01/21	285	QUILL CORPORATION	44 GAL DK GREEN 14M	54.05
	400 - WELLNESS CENTER	10/01/21	285	QUILL CORPORATION	BATTERIES, DUST PAN	120.73
	400 - WELLNESS CENTER	10/01/21	285	QUILL CORPORATION	CAN LINER 55-60 GAL	223.98
	400 - WELLNESS CENTER	10/01/21	285	QUILL CORPORATION	CASE 17 CLASS SLEE	31.18
	400 - WELLNESS CENTER	10/01/21	285	QUILL CORPORATION	DOORSTOP & DOOR HOLD	20.21
	400 - WELLNESS CENTER	10/01/21	285	QUILL CORPORATION	HW 500 BLK SM SECUR	65.75
	400 - WELLNESS CENTER	10/01/21	285	QUILL CORPORATION	NUMBERS VYL HELV 1	17.94
	400 - WELLNESS CENTER	10/01/21	285	QUILL CORPORATION	OPERATING SUPPLIES	1,383.05
	400 - WELLNESS CENTER	10/01/21	285	QUILL CORPORATION	TAPE DISPENSER	12.70
	400 - WELLNESS CENTER	10/01/21	285	QUILL CORPORATION	TAPE, FABULOSO, PAP	100.87
	400 - WELLNESS CENTER	10/01/21	285	QUILL CORPORATION	TOPS 1SUB NTBK ASST	2.08
	400 - WELLNESS CENTER	10/01/21	285	QUILL CORPORATION	TRUMPET CURTAIN ROD	30.13
	400 - WELLNESS CENTER	10/01/21	285	QUILL CORPORATION	W.C. DUST PAN	(18.04)
	400 - WELLNESS CENTER	10/01/21	285	QUILL CORPORATION	W.C. DUST PANS	(38.37)
	400 - WELLNESS CENTER	10/01/21	285	QUILL CORPORATION	WRE STAKEFLG YW	28.26
19628						\$34.59
	101 - GENERAL FUND	10/01/21	5813	ROBERT SALCEDO	UUT REFUND FY 20-21	34.59
19629						\$119.67
	101 - GENERAL FUND	10/01/21	5511	ROSAENA SANCHEZ	TRAVEL MEAL EXPENSE	119.67
19630						\$100.00
	101 - GENERAL FUND	10/01/21	6684	SHIRI SEE	REFUND ARBOR DEPOSI	100.00
19631						\$186.88
	101 - GENERAL FUND	10/01/21	5624	SIERRA SANITATION,	FINANCE CHARGE	3.00
	101 - GENERAL FUND	10/01/21	5624	SIERRA SANITATION,	OLIVE/HERMOSA RENTA	183.88
19632						\$281.45
	553 - SEWER	10/01/21	307	SILVAS OIL COMPANY	WWTP MOBILGEAR	281.45
19633						\$9,326.68
	400 - WELLNESS CENTER	10/01/21	310	SOUTHERN CA. EDISON	W.C. 700470455603	7,472.13
	553 - SEWER	10/01/21	310	SOUTHERN CA. EDISON	700141289638	1,815.05
	553 - SEWER	10/01/21	310	SOUTHERN CA. EDISON	700152858405	23.01
	891 - PELOUS RANCH	10/01/21	310	SOUTHERN CA. EDISON	700424206609	16.49
19634						\$59.49
	101 - GENERAL FUND	10/01/21	1066	TOM SPURLOCK	UUT REFUND FY 20-21	59.49

19635						\$625.00
	779 - 00-HOME-0487	10/01/21	3634	STATE FARM	JUDITH MOOR 87WT209	625.00
19636						\$3,901.59
	101 - GENERAL FUND	10/01/21	6146	SUPERION, LLC	09/01/2021-09/30/20	975.39
	552 - WATER	10/01/21	6146	SUPERION, LLC	09/01/2021-09/30/20	975.40
	553 - SEWER	10/01/21	6146	SUPERION, LLC	09/01/2021-09/30/20	975.40
	554 - REFUSE	10/01/21	6146	SUPERION, LLC	09/01/2021-09/30/20	975.40
19637						\$372.46
	101 - GENERAL FUND	10/01/21	1955	TEAMSTERS LOCAL 856	DED:0508 TEAMSTERS	372.46
19638						\$3,862.34
	101 - GENERAL FUND	10/01/21	5755	TELEPACIFIC COMMUNI	9/9/21-10/8/21	551.76
	101 - GENERAL FUND	10/01/21	5755	TELEPACIFIC COMMUNI	9/9/21-10/8/21	551.76
	101 - GENERAL FUND	10/01/21	5755	TELEPACIFIC COMMUNI	9/9/21-10/8/21	551.77
	101 - GENERAL FUND	10/01/21	5755	TELEPACIFIC COMMUNI	9/9/21-10/8/21	551.77
	400 - WELLNESS CENTER	10/01/21	5755	TELEPACIFIC COMMUNI	9/9/21-10/8/21	551.76
	552 - WATER	10/01/21	5755	TELEPACIFIC COMMUNI	9/9/21-10/8/21	551.76
	553 - SEWER	10/01/21	5755	TELEPACIFIC COMMUNI	9/9/21-10/8/21	551.76
19639						\$258.70
	101 - GENERAL FUND	10/01/21	5792	THOMSON REUTERS - W	8/1/21-8/31/21	258.70
19640						\$76.77
	101 - GENERAL FUND	10/01/21	6551	TIME WARNER CABLE	1060766010 SEPTEMBE	76.77
19641						\$33.69
	101 - GENERAL FUND	10/01/21	6413	TRANS UNION LLC	8/23/21 INV#019287	(21.31)
	101 - GENERAL FUND	10/01/21	6413	TRANS UNION LLC	8/25/21 BASIC SERVI	55.00
19642						\$192.87
	553 - SEWER	10/01/21	3814	TURNUPSEED ELECTRIC	WWTP REPAIRS	192.87
19644						\$10,216.54
	101 - GENERAL FUND	10/01/21	6326	CORPORATE PAYMENT S	ADOBE	14.99
	101 - GENERAL FUND	10/01/21	6326	CORPORATE PAYMENT S	ADOBE	14.99
	101 - GENERAL FUND	10/01/21	6326	CORPORATE PAYMENT S	ADOBE	14.99
	101 - GENERAL FUND	10/01/21	6326	CORPORATE PAYMENT S	ADOBE	33.99
	101 - GENERAL FUND	10/01/21	6326	CORPORATE PAYMENT S	ADOBE	9.99
	101 - GENERAL FUND	10/01/21	6326	CORPORATE PAYMENT S	AGUIRRE PRINTING	764.96
	101 - GENERAL FUND	10/01/21	6326	CORPORATE PAYMENT S	AMAZON	206.61
	101 - GENERAL FUND	10/01/21	6326	CORPORATE PAYMENT S	AMAZON	21.74
	101 - GENERAL FUND	10/01/21	6326	CORPORATE PAYMENT S	AMAZON	28.13
	101 - GENERAL FUND	10/01/21	6326	CORPORATE PAYMENT S	AMAZON	305.13
	101 - GENERAL FUND	10/01/21	6326	CORPORATE PAYMENT S	AMAZON	38.05
	101 - GENERAL FUND	10/01/21	6326	CORPORATE PAYMENT S	AMAZON	493.44
	101 - GENERAL FUND	10/01/21	6326	CORPORATE PAYMENT S	AMAZON	9.78
	101 - GENERAL FUND	10/01/21	6326	CORPORATE PAYMENT S	BEST BUY	493.65
	101 - GENERAL FUND	10/01/21	6326	CORPORATE PAYMENT S	BEST BUY	765.49
	101 - GENERAL FUND	10/01/21	6326	CORPORATE PAYMENT S	CACITIES REGISTRATI	50.00
	101 - GENERAL FUND	10/01/21	6326	CORPORATE PAYMENT S	CHINAS ALLEY	32.35
	101 - GENERAL FUND	10/01/21	6326	CORPORATE PAYMENT S	COSTCO	47.31
	101 - GENERAL FUND	10/01/21	6326	CORPORATE PAYMENT S	COUN OF DEVELOP FIN	1,350.00
	101 - GENERAL FUND	10/01/21	6326	CORPORATE PAYMENT S	CREDIT ON AMAZON	(15.18)
	101 - GENERAL FUND	10/01/21	6326	CORPORATE PAYMENT S	CREDIT ON AMAZON	(32.54)
	101 - GENERAL FUND	10/01/21	6326	CORPORATE PAYMENT S	CSU SAC CCE	25.00
	101 - GENERAL FUND	10/01/21	6326	CORPORATE PAYMENT S	CSU SAC CCE	50.00
	101 - GENERAL FUND	10/01/21	6326	CORPORATE PAYMENT S	CSU SAC CCE	50.00
	101 - GENERAL FUND	10/01/21	6326	CORPORATE PAYMENT S	DRI*UPRINTING	94.38
	101 - GENERAL FUND	10/01/21	6326	CORPORATE PAYMENT S	EB STATE OF TULARE	38.77
	101 - GENERAL FUND	10/01/21	6326	CORPORATE PAYMENT S	EB STATE OF TULARE	77.54
	101 - GENERAL FUND	10/01/21	6326	CORPORATE PAYMENT S	ESMART PAYROLL	5.95
	101 - GENERAL FUND	10/01/21	6326	CORPORATE PAYMENT S	FASTRIP STORE	25.20
	101 - GENERAL FUND	10/01/21	6326	CORPORATE PAYMENT S	FLOWERS	89.95
	101 - GENERAL FUND	10/01/21	6326	CORPORATE PAYMENT S	ICMA ONLINE	520.00
	101 - GENERAL FUND	10/01/21	6326	CORPORATE PAYMENT S	IMS ALLIANCE	223.76
	101 - GENERAL FUND	10/01/21	6326	CORPORATE PAYMENT S	KEY EVIDENCE LOCK	7.30
	101 - GENERAL FUND	10/01/21	6326	CORPORATE PAYMENT S	MARSHALLS	76.46
	101 - GENERAL FUND	10/01/21	6326	CORPORATE PAYMENT S	OACYS TECHNOLOGY	13.95
	101 - GENERAL FUND	10/01/21	6326	CORPORATE PAYMENT S	OFFICEMAX/DEPOT	120.16
	101 - GENERAL FUND	10/01/21	6326	CORPORATE PAYMENT S	ORANGE WORKS	91.00
	101 - GENERAL FUND	10/01/21	6326	CORPORATE PAYMENT S	PAYPAL	199.00
	101 - GENERAL FUND	10/01/21	6326	CORPORATE PAYMENT S	POE WIFI ACCESS	107.66
	101 - GENERAL FUND	10/01/21	6326	CORPORATE PAYMENT S	POE WIFI ACCESS	107.67
	101 - GENERAL FUND	10/01/21	6326	CORPORATE PAYMENT S	SAVE MART	11.00
	101 - GENERAL FUND	10/01/21	6326	CORPORATE PAYMENT S	SAVE MART	38.64
	101 - GENERAL FUND	10/01/21	6326	CORPORATE PAYMENT S	STAPLES	130.19
	101 - GENERAL FUND	10/01/21	6326	CORPORATE PAYMENT S	STAPLES	152.24
	101 - GENERAL FUND	10/01/21	6326	CORPORATE PAYMENT S	STARBUCKS	17.95
	101 - GENERAL FUND	10/01/21	6326	CORPORATE PAYMENT S	WPSG, INC.	1,094.46
	101 - GENERAL FUND	10/01/21	6326	CORPORATE PAYMENT S	YUBICO INC.	87.00
	101 - GENERAL FUND	10/01/21	6326	CORPORATE PAYMENT S	ZOOM.US	13.50
	101 - GENERAL FUND	10/01/21	6326	CORPORATE PAYMENT S	ZOOM.US	15.89
	101 - GENERAL FUND	10/01/21	6326	CORPORATE PAYMENT S	ZOOM.US	15.89
	101 - GENERAL FUND	10/01/21	6326	CORPORATE PAYMENT S	ZOOM.US	158.89

102 - PUBLIC SAFETY ASSET FORT	10/01/21	6326	CORPORATE PAYMENT S	TARGET NNO BALLOONS	121.77
305 - COVID-19 EMERGENCY FUND	10/01/21	6326	CORPORATE PAYMENT S	MONOPRICE, INC.	34.79
305 - COVID-19 EMERGENCY FUND	10/01/21	6326	CORPORATE PAYMENT S	PAYPAL	865.49
400 - WELLNESS CENTER	10/01/21	6326	CORPORATE PAYMENT S	ADOBE	14.99
400 - WELLNESS CENTER	10/01/21	6326	CORPORATE PAYMENT S	COSTCO	246.96
400 - WELLNESS CENTER	10/01/21	6326	CORPORATE PAYMENT S	LITTLE CAESARS	22.80
400 - WELLNESS CENTER	10/01/21	6326	CORPORATE PAYMENT S	LITTLE CAESARS	22.80
400 - WELLNESS CENTER	10/01/21	6326	CORPORATE PAYMENT S	MEMBERSHIP CARD INK	83.19
400 - WELLNESS CENTER	10/01/21	6326	CORPORATE PAYMENT S	STAPLES W.C. COMPUT	173.59
400 - WELLNESS CENTER	10/01/21	6326	CORPORATE PAYMENT S	WWW.DRIP.COM	19.00
400 - WELLNESS CENTER	10/01/21	6326	CORPORATE PAYMENT S	WWW.DRIP.COM	45.00
400 - WELLNESS CENTER	10/01/21	6326	CORPORATE PAYMENT S	ZOOM.US	158.89
553 - SEWER	10/01/21	6326	CORPORATE PAYMENT S	PAYPAL	100.00
19645					\$255.51
101 - GENERAL FUND	10/01/21	1513	UNITED RENTALS, INC	BLADE, DI, MSNRY GE	200.08
101 - GENERAL FUND	10/01/21	1513	UNITED RENTALS, INC	VEST, SURVEY CL2 LI	55.43
19646					\$5,054.56
101 - GENERAL FUND	10/01/21	5747	UNITED STAFFING	8/29/21 JESUS V.	233.33
101 - GENERAL FUND	10/01/21	5747	UNITED STAFFING	8/29/21 JESUS V.	233.33
101 - GENERAL FUND	10/01/21	5747	UNITED STAFFING	8/29/21 JESUS V.	233.34
101 - GENERAL FUND	10/01/21	5747	UNITED STAFFING	9/12 LAWRENCE & JES	430.08
101 - GENERAL FUND	10/01/21	5747	UNITED STAFFING	9/12 LAWRENCE & JES	430.08
101 - GENERAL FUND	10/01/21	5747	UNITED STAFFING	9/12 LAWRENCE & JES	430.08
101 - GENERAL FUND	10/01/21	5747	UNITED STAFFING	9/19 LAWRENCE & JES	537.60
101 - GENERAL FUND	10/01/21	5747	UNITED STAFFING	9/19 LAWRENCE & JES	537.60
101 - GENERAL FUND	10/01/21	5747	UNITED STAFFING	9/19 LAWRENCE & JES	537.60
101 - GENERAL FUND	10/01/21	5747	UNITED STAFFING	9/5 LAWRENCE & JESU	483.84
101 - GENERAL FUND	10/01/21	5747	UNITED STAFFING	9/5 LAWRENCE & JESU	483.84
101 - GENERAL FUND	10/01/21	5747	UNITED STAFFING	9/5 LAWRENCE & JESU	483.84
19647					\$5,937.82
552 - WATER	10/01/21	2960	UNITED STATES BUREA	5-07-20 W428L	5,937.82
19648					\$1,876.75
552 - WATER	10/01/21	5413	UNIVAR USA INC	#795378 LIQUID CHLO	1,876.75
19649					\$74.61
553 - SEWER	10/01/21	356	USA BLUEBOOK	FILTER PAPER	74.61
19650					\$623.43
101 - GENERAL FUND	10/01/21	1041	VERIZON WIRELESS	642065758-00004 AUG	623.43
19651					\$1,515.77
101 - GENERAL FUND	10/01/21	368	VOLLMER EXCAVATION,	COLD MIX & GRAY DG	1,515.77
19652					\$8,920.00
101 - GENERAL FUND	10/01/21	2790	WILLDAN INC.	AUG-BUILDING INSPEC	2,380.00
101 - GENERAL FUND	10/01/21	2790	WILLDAN INC.	AUG-CODE ENFORCEMEN	6,540.00
19653					\$381.10
101 - GENERAL FUND	10/01/21	4068	YOLANDA FLORES	TRAVEL EXPENSES	381.10
19654					\$420.70
261 - GAS TAX FUND	10/01/21	382	ZUMAR INDUSTRIES IN	6 HNDGP & 6 VAN SIG	420.70
DUES91					\$89.08
101 - GENERAL FUND	09/14/21	1955	TEAMSTERS LOCAL 856	DEMSPSIE DEDUCT	31.85
101 - GENERAL FUND	09/14/21	1955	TEAMSTERS LOCAL 856	FOX DEDUCTION REFUN	29.08
101 - GENERAL FUND	09/14/21	1955	TEAMSTERS LOCAL 856	ROCHA DEDUCTION REF	28.15
EDD924					\$4,007.61
101 - GENERAL FUND	09/29/21	687	STATE OF CALIFORNIA	EDD PRPD 9/24/21	4,007.61
IRS924					\$26,738.55
101 - GENERAL FUND	09/29/21	2011	INTERNAL REVENUE SE	941 PRPD 9/24/21	17,527.30
101 - GENERAL FUND	09/29/21	2011	INTERNAL REVENUE SE	941 PRPD 9/24/21	9,211.25



STAFF REPORT

TO: Lindsay City Council
FROM: Joseph Tanner, City Manager
DEPARTMENT: City Manager
ITEM NO.: 9.4
MEETING DATE: October 12, 2021

ACTION & RECOMMENDATION

Consider the Renewal of Resolution 20-12, Declaring a Local Emergency and Request for Assistance Under the California Disaster Assistance Act.

BACKGROUND | ANALYSIS

Renewal of Resolution No. 20-12 confirms the continued existence of conditions of disaster or of extreme peril to the safety of persons and property within the City of Lindsay. These conditions of disaster or extreme peril necessitate the proclamation of a local emergency to enable the City of Lindsay to adequately plan, prepare and preposition resources to be able to effectively respond to the threat posed by COVID-19, including but not limited to requests for assistance under the California Disaster Assistance Act.

ATTACHMENTS

- Resolution 20-12



RESOLUTION OF THE CITY OF LINDSAY

NUMBER 20-12

TITLE RESOLUTION OF THE CITY COUNCIL OF CITY OF LINDSAY, CALIFORNIA
DECLARING A LOCAL EMERGENCY AND REQUEST FOR ASSISTANCE
UNDER THE CALIFORNIA DISASTER ASSISTANCE ACT.

WHEREAS, City of Lindsay Municipal Code Chapter 2.44 provides for the preparation and carrying out of plans for the protection of persons and property within the City of Lindsay in the event of emergency or disaster; and,

WHEREAS, Chapter 2.44 provides for the preparation and carrying out of plans for the civil defense of persons and property within the city in the event of a disaster and to provide for the coordination of the civil defense and disaster functions of the city with all other public agencies and affected private persons, corporations and organizations; and

WHEREAS, in the event of the occurrence of a state of extreme emergency or a state of disaster caused by an act of God, pestilence, flood, earthquake or any other causes whatsoever, the mayor of the city is authorized to declare a state of emergency or disaster without the necessity of convening the city council for action thereon.; and

WHEREAS, the Governor of California declared a Statewide state of emergency due to the COVID-19 virus on Wednesday, March 4, 2020; and

WHEREAS, the City Council of the City of Lindsay does hereby find the aforesaid conditions of extreme peril did warrant and necessitate the proclamation of the existence of a local emergency in the City of Lindsay; and

WHEREAS, the Director of Emergency Services of the City of Lindsay shall be the City Manager; and

WHEREAS, the City Council of the City of Lindsay does hereby find that local resources are unable to cope with the effects of said emergency; and

WHEREAS, these conditions of disaster or extreme peril necessitate the proclamation of a local emergency to enable the City of Lindsay to adequately plan, prepare and preposition resources to be able to effectively respond to the threat posed by COVID-19; and

WHEREAS, preparing for, responding to, mitigating, and recovering from the spread of COVID-19 requires the City to divert resources from normal day-to-day operations, and has and will continue to impose extraordinary requirements on and expenses to the City; and

RESOLUTION NO. 20-12

Page 1 of 2



RESOLUTION OF THE CITY OF LINDSAY

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Lindsay hereby declares a local emergency due to the existence or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within the City of Lindsay; and

IT IS FURTHER RESOLVED AND ORDERED that the local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of Lindsay; and

IT IS FURTHER RESOLVED AND ORDERED that during the existence of said local emergency the powers, functions and duties of the City of Lindsay and its City Manager shall be those prescribed by state law, and by the charter, ordinance and resolutions of the City of Lindsay; and


IT IS FURTHER ORDERED that a copy of this Resolution be forwarded to the State Director of the Office of Emergency Services; and

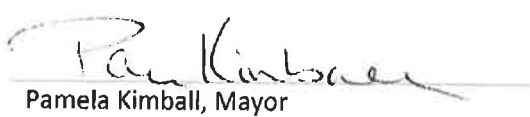
IT IS FURTHER ORDERED that the City Manager, of the City of Lindsay, is hereby designated as the authorized representative of the City of Lindsay for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available State and Federal assistance.

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

MEETING DATE	March 24, 2020
MOTION	Watson
2 nd MOTION	Sanchez
AYES	Watson, Sanchez, Flores, Cortes, Kimball
ABSENT	None
ABSTAIN	None
NAYS	None

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


Juana Espinoza, Deputy City Clerk


Pamela Kimball, Mayor



City of Lindsay

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

October 12, 2021

The Honorable Gavin Newsom
Governor, State of California
State Capitol
Sacramento, CA 95814

Re: Finish What We Started – A Call to Action to Complete State Route 99, Improve Public Safety, Invest in our Economy, and Enhance Overall Quality of Life in California

Dear Governor Newsom:

The undersigned organizations, businesses, and associations write to urge you and your Administration to fully commit to funding and building a completed State Route (SR) 99, which serves as a critical north-south corridor that:

- Supports the movement of freight throughout California with 1.3 million daily truck trips. Ninety percent of freight through the San Joaquin Valley moves by truck, primarily on SR 99.
- Supports jobs and economic activity with approximately 44 percent of all employment in the San Joaquin Valley associated with goods movement-dependent industries – more than goods movement related employment in all other regions of California.
- Supports the largest agricultural region in the United States. The San Joaquin Valley generates more than \$45 billion in ag products annually – and provides 25 percent of the nation's food supply.
- Represents a vital travel corridor for the 4.4 million residents of the San Joaquin Valley.

Despite recent investments into the corridor, SR 99 remains unfinished resulting in needless congestion, hampering economic activity, negatively impacting quality of life, and deleteriously impacting air quality and climate change. The currently incomplete SR 99 also poses a serious danger to the traveling public – going from six-lanes to four-lanes and back again numerous times.

Making good on the promise of SR 99 will have many and varied positive outcomes for the *entire* State of California – decreasing congestion, alleviating safety issues and associated fatalities and serious injuries, increasing our economic competitiveness and vitality, and the creating living-wage



jobs. These benefits can be realized while also achieving the state's air quality and climate change goals.

Recent investments into the SR 99 corridor, including significant local funding from countywide sales-tax measures and Proposition 1B (the 2006 \$19.9 billion transportation infrastructure bond), have helped close the gap, but those efforts will be for not if we do not finish the job. Eight segments totaling 35 miles out of the 274-mile SR 99 corridor through Merced, Madera, and Tulare counties remain unfunded. These unfinished segments include approximately 12 dangerous bottlenecks along this vital corridor.

During your tenure as Governor, you have made climate change a central pillar of your Administration and we applaud you for your efforts to address the defining crisis of our time. From implementing aggressive policies to move the state further away from dependence on fossil fuels by reducing vehicle miles traveled on our roads, encouraging the transition to electric vehicle use and other alternative fuels to setting strong conservation goals to effectively protect the state's land and coastal water, California continues to lead the way in the fight against global warming.

At the same time, we must also be cautious with respect to how our climate policies impact our economy and the safety of our state's residents. The state's multimodal transportation system, including its highways, streets, and roads are the backbone of our robust economy, and policies that undermine our infrastructure will have serious consequences.

We must find a way to fight climate change, while also continuing to invest in a surface transportation network that moves goods, services, and people efficiently and safely. The choke points and safety issues created as heavy-duty trucks and passenger vehicles move from six to four lanes through SR 99 corridor can only be fully eliminated by completing the corridor.

Critics are opposed to building more highway lanes and expanding road lanes in general. Respectfully, this view is short-sighted when discussing the busiest state highway in the nation, for many reasons:

- Completing the widening of SR 99 will decrease air pollution by unclogging the often-stagnant flow of truck freight by speeding truck traffic through congested areas.
- Improving the flow of truck traffic will increase overall motorist safety, reducing accidents as people try to maneuver around trucks.

In closing, we recognize the multiple challenges facing the state, including our ambitious climate goals, and are confident a completed six-lane SR 99 corridor can and should play an important role in California's future. In fact, the San Joaquin Valley has demonstrated it can meet the state's aggressive GHG emissions reduction goals while finishing SR 99 through the development, adoption, and state approval of its SB 375 mandated Sustainable Communities Strategy.



We respectfully request that the California State Transportation Agency and the California Department of Transportation work with the San Joaquin Valley to develop and implement a 15-year plan to complete SR 99 – to finish what we started. We stand ready to work with you and your Administration towards this virtuous end.

Sincerely,

Mayor Ramona Caudillo

Mayor Pro Tem Yolanda Flores

Council Member Hipolito Cerros

Council Member Rosaena Sanchez

Council Member Ramiro Serna

cc: The Honorable Lena Gonzalez, Chair, Senate Transportation Committee
The Honorable Laura Friedman, Chair, Assembly Transportation Committee
The Honorable David Kim, Secretary, California State Transportation Agency
The Honorable Toks Omishakin, Director, California State Department of Transportation
The Honorable Hilary Norton, Chair, California Transportation Commission
Mitch Weiss, Executive Director, California Transportation Commission





A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

NUMBER 21-42

TITLE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY IN SUPPORT OF THE WATER INFRASTRUCTURE FUNDING ACT OF 2022

MEETING At a regularly scheduled meeting of the City of Lindsay City Council held on October 12, 2021 at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

WHEREAS, the Water Infrastructure Funding Act of 2022, a citizens' constitutional amendment, was filed for title and summary on August 26, 2022; and

WHEREAS, this act, when approved by voters, will accomplish the following objectives:

1. Provide ample funds for water infrastructure by allocating two percent of the state's general fund to support projects that increase California's annual supply of water to cities, farms and unserved regions.
2. Unlock immediate access to tens of billions of dollars that will be invested in water projects by permitting up to half of the two percent allocation which/that will be used to pay principal and interest on construction bonds.
3. Give priority to underfunded projects approved by voters in Prop. 1 (2014) that are also already approved by the California Water Commission.
4. Prioritize the maintenance, repair and upgrading of projects to deliver abundant and affordable drinking water to underserved communities.
5. Funding does not expire until the supply capacity of new projects provides five million acre feet of new water for California consumers, with surplus water used to protect California's ecosystems.
6. Eligible projects include funding for conservation programs that will result in up to one million acre feet of water saved.
7. Allocate funds based on an all-of-the-above strategy, allowing Californians to repair and upgrade aqueducts, dams, water treatment plants, build off-stream reservoirs, expand existing reservoirs, invest in wastewater reuse and desalination plants, runoff capture, and aquifer recharge and recovery.
8. Streamline the bureaucratic process so projects can be designed and built in a reasonable period of time; and

WHEREAS, the City of Lindsay supports this initiative to improve our aging water infrastructure and to construct new means to capture and deliver water to all parts of our state. The challenges of a growing population in conjunction with climate change and prolonged droughts have exposed the serious flaws within our water infrastructure. The funding allocated within this proposal will ensure the state achieves water resilience and adequately provides clean, safe, and affordable drinking water to all Californians.

RESOLUTION NO. 21-42
Page 1 of 2



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

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

SECTION 1. The City of Lindsay pledges its support to the Water Infrastructure Funding Act of 2022.

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

MEETING DATE	October 12, 2021
MOTION	
SECOND 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.

MAYRA ESPINOZA-MARTINEZ
CITY CLERK

RAMONA CAUDILLO
MAYOR

RESOLUTION NO. 21-42
Page 2 of 2



STAFF REPORT

TO: Lindsay City Council
FROM: Edward Real, Assistant City Planner
DEPARTMENT: City Services, Planning
ITEM NO.: 9.7
MEETING DATE: October 12, 2021

ACTION & RECOMMENDATION

Consider Minute Order Approval of Temporary Use Permit (TUP) No. 21-05 for the 2021 Harvest Festival.

BACKGROUND | ANALYSIS

The Spirit and the Bride Kingdom Coalition are requesting use of the City Park and stage to host their 9th annual Harvest Festival on October 31st, 2021. This free event will provide candy, religious items, games, music, bounce houses, and a costume contest for the benefit of the community. The organizers will use the electrical outlets at the park to power the bounce houses and speakers.

FISCAL IMPACT

It is recommended that the normal TUP fee be waived for this event as it will provide a benefit to the entire community. Without collecting a fee, the City will be responsible for the electricity used by the bounce houses and other electronic equipment used by the Harvest Festival.

ATTACHMENTS

- Site plan



STAFF REPORT

2021 9th Annual Harvest Festival Site Map 2
Detailed site map (There may be more or less booths)





City of Lindsay

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

October 12, 2021

The Honorable U. S. Senator Dianne Feinstein
331 Senate Hart Office Building
Washington, D. C. 20510

Re: The Farm Workforce Modernization Act of 2021 – Expanding the Definition of Agricultural Labor or Services to Include Packing House and Processing Plant Employees and Expediting Legislation for Dreamers

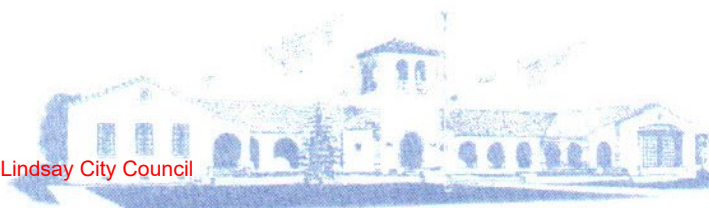
Dear Senator Feinstein,

The City of Lindsay greatly appreciates the United States House of Representatives passage of the Farm Workforce Modernization Act of 2021. We have hope that it will pass the Senate, especially since undocumented farmworkers and other agricultural employees have shown how important they are during the COVID-19 pandemic. However, the legislation in its current form leaves out a large segment of our undocumented agricultural workforce, people that work in packing houses and processing plants.

Packing houses and processing plants are a vital economic sector in our community. They provide our residents with good paying jobs. It would be unfair for these workers who are sorting, packing, or processing agriculture commodities to have to resign from these agricultural jobs to seek another that meets the legislation's current definition of *agricultural labor or services*. They too are working long hours, especially during peak season. Work done whether in the field or in packing houses or processing plants is important to the agricultural industry.

Dreamers must not be forgotten in this push to legalize the agricultural workforce. In our community, many Dreamers have parents who work in agriculture. To move forward without legislation for Dreamers leaves their future uncertain. A federal district court order enjoined the granting of the initial DACA request. Further court rulings could terminate DACA for those already granted. We will lose teachers, doctors, lawyers, and workers in almost all occupations.

The City of Lindsay respectfully request that the definition of *agricultural labor or services* in the Farm Workforce Modernization Act of 2021 be modified to include employees who work in packing houses and processing plants and that legislation for Dreamers be passed concurrently.



Sincerely,

Mayor Ramona Caudillo

Mayor Pro Tem Yolanda Flores

Council Member Hipolito Cerros

Council Member Rosaena Sanchez

Council Member Ramiro Serna





City of Lindsay

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

October 12, 2021

The Honorable U. S. Senator Alex Padilla
B03 Russell Senate Office Building
Washington, D. C. 20510

Re: The Farm Workforce Modernization Act of 2021 – Expanding the Definition of Agricultural Labor or Services to Include Packing House and Processing Plant Employees and Expediting Legislation for Dreamers

Dear Senator Padilla,

The City of Lindsay greatly appreciates the United States House of Representatives passage of the Farm Workforce Modernization Act of 2021. We have hope that it will pass the Senate, especially since undocumented farmworkers and other agricultural employees have shown how important they are during the COVID-19 pandemic. However, the legislation in its current form leaves out a large segment of our undocumented agricultural workforce, people that work in packing houses and processing plants.

Packing houses and processing plants are a vital economic sector in our community. They provide our residents with good paying jobs. It would be unfair for these workers who are sorting, packing, or processing agriculture commodities to have to resign from these agricultural jobs to seek another that meets the legislation's current definition of *agricultural labor or services*. They too are working long hours, especially during peak season. Work done whether in the field or in packing houses or processing plants is important to the agricultural industry.

Dreamers must not be forgotten in this push to legalize the agricultural workforce. In our community, many Dreamers have parents who work in agriculture. To move forward without legislation for Dreamers leaves their future uncertain. A federal district court order enjoined the granting of the initial DACA request. Further court rulings could terminate DACA for those already granted. We will lose teachers, doctors, lawyers, and workers in almost all occupations.

The City of Lindsay respectfully request that the definition of *agricultural labor or services* in the Farm Workforce Modernization Act of 2021 be modified to include employees who work in packing houses and processing plants and that legislation for Dreamers be passed concurrently.



Sincerely,

Mayor Ramona Caudillo

Mayor Pro Tem Yolanda Flores

Council Member Hipolito Cerros

Council Member Rosaena Sanchez

Council Member Ramiro Serna





STAFF REPORT

TO: Lindsay City Council
FROM: Juana Espinoza, Finance Director
DEPARTMENT: Finance Department
ITEM NO.: 11.1
MEETING DATE: October 12, 2021

ACTION & RECOMMENDATION

Consider Minute Order Approval of the City of Lindsay Reserve Policy.

BACKGROUND | ANALYSIS

Staff has been focused on designing policies that will allow the City of Lindsay to continue operations without significant disruption in the short-term and that ensure the long-term financial health of the City. This policy formalizes on-going practices of City Staff to build reserves and directly addresses the reserve levels of the General Fund and Water and Sewer Enterprise Funds by establishing reserve categories and hierarchical reserve levels for each.

The Government Finance Officers Association (GFOA) recognizes that reserves are strongly recommended and that the amount of reserves should be tailored to each agency's unique situation. In tailoring this policy to the specific framework of the City of Lindsay, reserve requirements incorporate minimum reserve levels recommended by the GFOA or better.

The policy presented here recommends formally establishing financial reserves and is intended to serve as the guideline by which City Council may determine the appropriate reserve levels for spendable unassigned fund balances. This policy shall be incorporated into the existing Finance and Accounting Policies and Procedures Manual as Article XII Section 7.

If approved, this policy will be reviewed every three years at a minimum by the City Manager and Finance Director, or sooner, if warranted by internal or external changes. Future revisions recommended by Staff to the policy will be presented to the City Council for approval.

This policy, as written will be presented for review to the State Auditor as part of the November 2021 Corrective Action Plan. Authority for establishing reserve levels remains with Lindsay City Council.



STAFF REPORT

FISCAL IMPACT

If approved by Council, this policy shall apply prospectively for the Fiscal Year 2021-2022 for any unassigned fund balance available at June 30, 2022.

ATTACHMENTS

- Article XII: Financial Policies. Section 7. Reserve Policy

ARTICLE XII: FINANCIAL POLICIES.

Section 7. RESERVE POLICY.

Introduction.

The purpose of this policy is to establish financial reserves to ensure the long-term financial health of the City of Lindsay. This policy is intended to serve as the guideline by which the City Council may determine appropriate reserve levels and thereby improve the overall financial strength of the City in the long term. This policy shall 1) set categories in which reserves shall be assigned, 2) establish minimum reserve levels by category, and 3) establish a mechanism for which reserves will be funded and replenished.

Definitions.

Fund Balance is used to describe the net assets of governmental funds calculated in accordance with generally accepted accounting principles (GAAP). Accountants also use this term to describe the net assets of governmental funds calculated on a government's budgetary basis. Fund balance serves as a measure of the financial resources available in a governmental fund. It is essential the City of Lindsay maintain adequate levels of fund balance to provide working capital, mitigate current and future risks, and to ensure stable tax rates.

Cash and Investment Fund Balance is that portion of fund equity that can be used for operating, capital, and debt service expenditures, and is intended to serve as a measure of the financial resources available in an Enterprise Fund. It is essential the City of Lindsay maintain adequate levels of cash and investment fund balances to provide working capital, mitigate current and future risks of revenue shortfalls and unanticipated expenditures, and to ensure stable user rates. Cash and investment fund balance levels are also a crucial consideration in long-term financial planning.

GASB Statement 54, Fund Reporting and Governmental Fund Type Definition, establishes fund balance classifications based on spending constraints placed on the purposes for which resources can be used. The five categories are:

Category 1. Non-Spendable - Amounts that cannot be spent because they are either not in spendable form or for legal or contractual reasons must be kept intact. Examples are inventories and long-term payment obligations.

Category 2. Restricted - Constraints placed on the use of these resources are either externally imposed by creditors, such as through debt covenants, grantors, contributors, or other governments or are imposed by law through constitutional provisions or enabling legislation.

Category 3. Committed - Amounts that can only be used for specific purposes because of a formal action by the government's highest level of decision-making authority. Once committed, the limitation imposed by the City Council remains in place until a similar action is taken to remove or revise the limitations.

Category 4. Assigned - Amounts that are constrained by the City's intent to be used for specific purposes, but that do not meet the criteria to be classified as restricted or committed. Intent can be stipulated by the governing body, or by an official to whom the authority has been given.

Category 5. Unassigned - This is the residual amount for the agency's General Fund and includes all amounts that cannot be properly classified in one of the other categories. These amounts are available for any purpose.

This policy is in accordance with GASB 54 and considers these categories to be hierarchical. Therefore, funds with restricted fund balance are spent first when expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available. Similarly, when an expenditure is incurred for purposes for which amounts in any of the unrestricted classifications of fund balance could be used, the City considers committed amounts to be reduced first, followed by assigned amounts and then unassigned amounts.

Fund Balance Policy Considerations.

In establishing a policy governing the level of unrestricted (unreserved) fund balance in governmental funds and cash and investment fund balance in its Enterprise Funds, the City Council takes into consideration the following factors:

- The predictability of its revenues and the volatility of its expenditures. For example, Higher levels of unrestricted unreserved fund balance may be needed if significant revenue sources are subject to unpredictable fluctuations or if operating expenditures are highly volatile.
- The availability of resources in other funds as well as the potential drain upon General Fund resources from other funds. The availability of resources in other funds may reduce the amount of unrestricted unreserved fund balance needed in the General Fund, just as deficits in other funds may require that a higher level of unrestricted unreserved fund balance be maintained in the General Fund.
- Liquidity. The disparity between when financial resources actually become available to make payments and the average maturity of related liabilities will require that a higher level of resources be maintained.
- Designations. The City Council may wish to maintain higher levels of Unrestricted unreserved fund balance to compensate for any portion of unrestricted unreserved fund balance already designated for a specific purpose.
- Unknown contingencies including but not limited to economic uncertainties, local emergencies and natural disasters, loss of major revenue sources, unanticipated expenditures.

Fund Balance Policy.

The Government Finance Officers Association (GFOA) recognizes that reserves are strongly recommended and that the amount of reserves should be tailored to each agency's unique situation. This policy is developed using the specific framework of the City of Lindsay.

The City will use best efforts to maintain minimum levels established for each reserve category. Finance will use the General Fund's annual budgeted operating expenditures, including routine transfers out, for the purpose of calculating minimum operating reserve levels. This policy only establishes the minimum level of reserves the City should achieve. The actual amount of reserves held may be greater.

The amount held in reserves as it relates to the requirement of this policy will be reviewed annually at the close of each fiscal year.

Reserve Categories and Levels Established.

Category 1. General Fund Operating Reserves – maintain minimum unrestricted fund balance of no less than six months of regular general fund operating expenditures at the close of each fiscal year, which exceeds the recommended GFOA reserve recommendations (approximately 60 days of working capital). This reserve level is set to provide funding to finance regular operations for a period of six months. The reserves are intended to support operations in the event of economic uncertainty, revenue loss, unanticipated expenditures, or a combination thereof and to provide sufficient cash flow for operations. Operating reserves are necessary to bridge the gap in the short-term thereby allowing adequate time for decision making and long-term planning.

Category 2. Local Emergencies Reserves – maintain minimum reserves for emergencies of \$100,000. Reserves are intended to provide sufficient funding to finance extremely unusual and infrequent occurrences such as local emergencies or natural disasters.

Category 3. Unfunded Liability Reserves – Maintain minimum reserves for unfunded liabilities of \$1,500,000. Reserves will be set aside to provide funding for the City’s unfunded liabilities, including, but not limited to, pension liability, other post-employment benefits (OPEB), and accrued leave liability. Priority is placed on building adequate reserves to implement a plan for paying down the City’s unfunded pension obligations.

Reserves in this category should not be used as an ongoing resource for unexpected leave payouts or to bridge budgetary gaps in the short-term for the purpose of paying annual unfunded pension liabilities payments or annual OPEB.

Reserve may be allocated in the operating budget at the direction of Council.

Category 4. Capital expenditure reserves – Maintain minimum reserves for capital expenditures of \$1,000,000. Reserves will be set aside to provide funding for the City’s capital expenditures. Amounts may provide funding for acquiring new or the replacement of existing capital assets, as well as major infrastructure repairs or improvements.

General Fund Reserves.

The City recognizes that funding levels established in the policy are targets and will take multiple years to achieve. To assure the City is using best efforts to achieve these targets, and in a timely manner, the following dictates how the reserves will be funded.

At the close of each fiscal year, the Finance Department will report year-end fiscal results. Should actual revenues exceed expenditures and encumbrances, a year-end net increase in fund balance shall be reported. This net increase will be used to build reserves by allocating annually at year-end to each category using the following rates:

- Operating Reserves – 30% of reported surplus
- Local Emergencies and Natural Disaster Reserves – 10% of reported surplus
- Capital Expenditure Reserves – 10% of reported surplus
- Unfunded Liability Reserves – 10% of reported surplus

At Council’s discretion, one-time revenue sources may be assigned to fund one or more of the above reserve categories and/or fund non-recurring expenditures.

One-time revenues shall not be used to fund ongoing expenditures.

General Fund Assigned Reserves

In compliance with this policy, the Finance Department should post at the close of each fiscal year, as assigned fund balances, the amounts calculated based on the percentages indicated above for each of the reserve categories without further action of the Council. In total 60% of the reported net increase in the General Fund will be assigned. If in any given fiscal year, there is no reported excess of revenues over expenditures or there is a deficit, no funds will be assigned for any of the reserve categories.

Finance shall update City Council annually after close of year-end with amounts that have posted as assigned fund balances and the current level of reserves for each category. Changing percentages or method of allocating assigned fund balance in any given year can only be done by formal action of the Council without revision of this policy, and should be done before June 30th of the fiscal year the change is intended to be applied to. Changes intended to be long-term or permanent will require a policy update by formal action of Council.

General Fund Committed Reserves

An assigned fund balance may only be committed by formal action of the City Council, and should be committed for purposes in which amounts were originally assigned. Once amounts have been committed, amounts cannot be used for any other purpose, removed, or changed without formal action by the City Council. Except in cases of extreme emergencies, commitment of assigned fund balances should be made part of the annual budget adoption process.

General Fund Contingency Appropriation

For each fiscal year the final adopted General Fund budget shall contain a contingency appropriation equal to a minimum of 1% of the annual budgeted operating expenditures including transfers out. The contingency appropriation should be funded first by any surplus of revenues after all other budgeted expenditures are funded. If no surplus exists then contingency will be funded by unassigned reserves. The contingency appropriation will provide resources for unbudgeted expenses.

Use of contingency appropriation may be considered only after ruling out funding from the departmental budget, and is subject to the City's adopted Purchasing Policy.

Water and Sewer Enterprise Fund Reserves

A Water and Sewer Fund were created to fund the operations of each utility. The City will maintain a minimum level of operating reserves for each fund of 20% of budgeted operating expenditures. Reserve level is set to provide funding to finance operations for a period of two months. The reserves held should be intended to support operations in the event of economic uncertainties, shortfall or loss in revenue, unanticipated expenditures, and provide sufficient cash flow for operations.

The City will assign 50% of unrestricted fund balance at the close of each fiscal year till which time the minimal level of reserves is reached.

Replenishing Reserves

It is recognized that from time-to-time reserves will be committed by the City Council for their intended purpose. Should the Council exercise its right to do so, the ongoing annual allocation of reported surplus would serve as a mechanism to replenish reserve levels that fall below target.

Policy Review

This policy will be reviewed every three years by the City Manager and Finance Director; or sooner if warranted by internal or external changes. Recommended revision to the policy will be presented to the City Council for formal approval.

Exhibit A¹

Reserve Balances by Fund and Category at June 30, 2020

General Fund Reserves		
Total Reserve Funds	Assigned Funds for Streets, Parks, Public Safety	Unassigned Funds
\$3,168,406	\$764,349	\$2,404,057

Water Enterprise Fund Reserves		
Total Reserve Funds	Non-Spendable Funds	Unassigned Funds
\$6,209,214	\$6,209,214	None available.

Sewer Enterprise Fund Reserves		
Total Reserve Funds	Non-Spendable Funds	Unassigned Funds
\$2,538,181	\$1,778,425	\$759,756

1

Financial Audits: City of Lindsay. (2020, June 30). Retrieved from City of Lindsay Web Site :
https://www.lindsay.ca.us/sites/default/files/fileattachments/finance/page/5361/2021-02-26_badawi_city_of_lindsay_bfs_2020_final.pdf



STAFF REPORT

TO: Lindsay City Council
FROM: Neyba Amezcua, Acting Director of City Services and Planning
DEPARTMENT: City Services
ITEM NO.: 11.2
MEETING DATE: October 12, 2021

ACTION & RECOMMENDATION

Consider Approval of **Resolution 21-43**, Authorizing the Filing of Notice of Categorical Exception from the California Environmental Quality Act (CEQA) for Approval of and Authorization to Execute the Contract between the United States and the City of Lindsay Providing for Project Water Service from Friant Division and Facilities Repayment, and Authorizing Actions in Furtherance Thereof.

BACKGROUND | ANALYSIS

The City of Lindsay receives a water allocation through the Friant Kern Canal via Contract with the United States Department of the Interior Bureau of Reclamation Central Valley Project entered into back in mid to late 1970s (contract No. 5-07-20-W0428 valid from June 13, 1985 through June 13, 2025).

This project is for the execution of a contract to amend and convert the City of Lindsay ("Contractor") contract with the United States, by and through the United States Bureau of Reclamation, for the delivery of 2,500 acre-feet (AF) of Central Valley Project (CVP) water ("Conversion Contract"). Authorized by the Water Infrastructure Improvements for the Nation Act (Pub. L. 114- 322, 130 Stat. 1628) (the "WIIN Act"), the Conversion Contract continues water service to the City in the same amounts as the City's Central Valley Project (CVP) contract and is in the same scope and nature as ongoing CVP operations.

The Conversion Contract allows the Contractors to repay in one lump sum the capital construction costs incurred by the United States Bureau of Reclamation ("Reclamation") for the existing CVP facilities. The purpose of this Conversion Contract is to continue long-term and reliable delivery of CVP water to all contractors withing the CVP network. This new long-term contract identified as Contract Number 5-07-20-W0428-LTR1 will extend the expiration date to February 28, 2045.

Under Section 4011, the full repayment is due within four years of the contract conversion. The City is a unique situation, and no payment will be due. The Bureau of Reclamation is showing a credit in the amount of \$28,050. The City original's Allocated Construction Repayment obligation for the construction of the Central Valley Project Friant-Kern Canal Division (Total project cost \$22,698,681) was assessed at \$752,154. With this credit the City has fulfilled

its obligations of repayment and this new contract will provide permanent rights to water allocation through the Friant-Kern Canal.



STAFF REPORT

The money received by contractors with large balances over the next four years, pursuant to the WIIN Act, will be placed in the Reclamation Water Storage Account to be used for the construction of water storage and supply projects that will benefit all CVP purposes.

As part of this conversion process of our current Contract an Environmental Assessment is required. Staff has prepared the Notice of Exemption (NOE) and requests council approve the Resolution 21-43 and direct staff to file the NOE with the County Clerk.

ENVIRONMENTAL REVIEW

Staff evaluated the project under the California Environmental Quality Act (CEQA) guidelines and found the project to qualify for a Categorical Exemption under the CEQA Guidelines, § 15301 -A Class 1 exemption "consists of the operation, repair, maintenance, permitting, leasing, licensing or minor alternation of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The key consideration is whether the project involves negligible or no expansion of existing use." (CEQA Guidelines, § 15301.) This categorical exemption applies because the Project Water the City receives pursuant to the Conversion Contract will be through existing facilities and involves no expansion of use beyond that already existing.

The "Common Sense Exemption" also applies to this project. The Conversion Contract contemplates delivery in the same nature and scope as prior contracts which have been in place for over thirty years. The City's landowners have relied on this water for the same amount of time and in similar amounts. The Conversion Contract does not change the contracted quantity, purpose of use, timing, or facilities used. Therefore, there is no possibility the Conversion Contract may have a significant effect on the environment within the City's service area or in neighboring areas.

FISCAL IMPACT

\$28,050 Credit (Per Exhibit C of the Contract)-Water Fund

ATTACHMENTS

- Resolution 21-43
- Notice of Exemption (NOE)
- Draft Contract Including:
 - Exhibit A-Map of Contractor's Service Area
 - Exhibit B-Rates and Charges
 - Exhibit C-Repayment Obligation



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

NUMBER 21-43

TITLE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY AUTHORIZING THE FILING OF NOTICE OF CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) FOR APPROVAL OF AND AUTHORIZATION TO EXECUTE THE CONTRACT BETWEEN THE UNITED STATES AND THE CITY OF LINDSAY PROVIDING FOR PROJECT WATER SERVICE FROM FRIANT DIVISION AND FACILITIES REPAYMENT, AND AUTHORIZING ACTIONS IN FURTHERANCE THEREOF

MEETING At a regularly scheduled meeting of the City of Lindsay City Council held on October 12, 2021 at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

WHEREAS, the United States and the City of Lindsay (Contractor) entered into Contract Number 5-07-20-W0428 as amended, which established terms for the delivery to the Contractor of Project Water from the Friant Division from June 13, 1985 through June 13, 2025; and

WHEREAS, the United States and the Contractor have, pursuant to Subsection 3404(c)(3) of the Central Valley Project Improvement Act (CVPIA), subsequently entered into binding agreements identified as Binding Agreement No. 5-05-20-W0428-BA, and Binding Agreement No. CV 79-106-EDP-BA, which sets out the terms pursuant to which the Contractor agreed to renew its contract before the expiration date after completion of the Programmatic Environmental Impact Statement (PEIS) and other appropriate environmental documentation and Contract No. 5-07-20-W0428-LTR1-P negotiation of a renewal contract; and which also sets out the consequences of a subsequent decision not to renew; and

WHEREAS, the Contractor and the United States have, pursuant to subsection 3404(c)(1) of the CVPIA, subsequently entered into a long-term renewal contract identified as Contract Number 5-07-20-W0428-LTR1, which provided for continued water service to Contractor through February 28, 2045, which was amended January 22, 2007, and is herein referred to as the "Existing Contract"; and

WHEREAS, on December 16, 2016, the 114th Congress of the United States of America enacted the WIIN Act; and

RESOLUTION NO. 21-43
Page 1 of 5



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

WHEREAS, Section 4011(a)(1) provides that “upon request of the contractor, the Secretary of the Interior shall convert any water service contract in effect on the date of enactment of this subtitle and between the United States and a water users’ association [Contractor] to allow for prepayment of the repayment contract pursuant to paragraph (2) under mutually agreeable terms and conditions.”; and

WHEREAS, Section 4011(a)(1) further provides that “the manner of conversion under this paragraph shall be as follows: (A) Water service contracts that were entered into under section (e) of the Act of August 4, 1939 (53 Stat. 1196), to be converted under this section shall be converted to repayment contracts under section 9(d) of that Act (53 Stat. 1195)”; and “(B) Water service contracts that were entered under subsection (c)(2) of section 9 of the Act of August 4, 1939 (53 Stat. 1194), to be converted under this section shall be converted to a contract under subsection (c)(1) of section 9 of that Act (53 Stat. 1195).”; and

WHEREAS, Section 4011(a)(4)(C) further provides all contracts entered into pursuant to Section 4011(a)(1), (2), and (3) shall “not modify other water service, repayment, exchange and transfer contractual rights between the water users’ association [Contractor], and the Bureau of Reclamation, or any rights, obligations, or relationships of the water users’ association [Contractor] and their landowners as provided under State law.”; and

WHEREAS, Section 4011(d)(3) and (4) of the WIIN Act provides that “implementation of the provisions of this subtitle shall not alter... (3) the priority of a water service or repayment contractor to receive water; or (4) except as expressly provided in this section, any obligations under the Federal Reclamation law, including the continuation of Restoration Fund charges pursuant to section 3407(d) (Pub. L. 102-575), of the water service and repayment contractors making prepayments pursuant to this section.”; and

WHEREAS, upon the request of the Contractor, the WIIN Act directs the Secretary to convert irrigation water service contracts and municipal and industrial (M&I) water service contracts into repayment contracts, amend existing repayment contracts, and allow contractors to prepay their construction cost obligations pursuant to applicable Federal Reclamation law; and



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

WHEREAS, water obtained from the Central Valley Project has been relied upon by urban and agricultural areas within California for more than fifty (50) years and is considered by the Contractor as an essential portion of its water supply; and

WHEREAS, the economies of regions within the Central Valley Project, including the Contractor's, depend upon the continued availability of water, including water service from the Central Valley Project; and

WHEREAS, the Contracting Officer and the Contractor agree that this Contract complies with Section 4011 of the WIIN Act; and

WHEREAS, the Contracting Officer and the Contractor agree to amend and convert the Existing Contract pursuant to Section 4011 of the WIIN Act and other Federal Reclamation law on the terms and conditions set forth; and

WHEREAS, the Amendment involves no increase in existing water service or contractual water allocations; no new construction, expansion, or any modification to the existing distribution system of the District or the Central Valley Project; nor any change in the source of water to be delivered, the area of its use, or the uses to which such supplies will be put.

WHEREAS, the City has reviewed the terms and conditions of the Converted Contract and finds the form and content thereof to be acceptable and appropriate for execution; and

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

- SECTION 1. The facts set forth in the recitals above and in the documents referenced therein are true and correct.
- SECTION 2. The Converted Contract will not create any effects specified in Title 14 of the California Code of Regulations, Section 15300.2.



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

- SECTION 3. Executing the Converted Contract is statutorily exempt from compliance with the California Environmental Quality Act as provided in the California Public Resources Code and implemented through Title 14 of the California Code of Regulations, Sections 15260 through 15285, with particular reference to Section 15261, because it is merely a continuation of a project approved, funded and fully operated prior to November 23, 1970, and no modification or alteration in the Central Valley Project or the amount of water delivered is proposed.
- SECTION 4. Execution of the Converted Contract is exempt from the California Environmental Quality Act based on its record of proceedings showing that the Converted Contract continues water service to the District within established parameters, in the same scope and nature of the ongoing Central Valley Project and its existing facilities; it involves no increase in existing service; and no new construction, expansion, or any modification to the existing distribution system; nor any change in the source of water to be delivered, or the uses to which such supplies will be put.
- SECTION 5. Execution of the Amendment is categorically exempt from compliance with the California Environmental Quality Act as provided in Title 14 of the California Code of Regulations, Section 15300 through 15333, with particular reference to Section 15301, because it merely provides for continued operation of existing facilities.
- SECTION 6. Upon approval of the Amendment by the City Council, a Notice of Exemption under CEQA shall be prepared and filed as provided for in Title 14 of the California Code of Regulations, Section 15062(b).
- SECTION 7. The Converted Contract in substantially the form presented to the Council and on file with the City Clerk is hereby approved.
- SECTION 8. The City Manager is hereby authorized to execute and deliver the Converted Contract in substantially the form attached hereto, with such additional changes and/or modifications as are approved by the City Manager and the City Attorney.



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

SECTION 9. The Contractor's officers, staff and consultants are authorized and directed to do all things necessary and appropriate to carry out this Resolution and to ensure continued and uninterrupted water service to the District under its water service contract.

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

MEETING DATE	October 12, 2021
MOTION	
SECOND 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.

MAYRA ESPINOZA-MARTINEZ
CITY CLERK

RAMONA CAUDILLO
MAYOR

Notice of Exemption**Appendix E**

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk

County of: _____

From: (Public Agency): _____

(Address)

Project Title: _____

Project Applicant: _____

Project Location - Specific:

Project Location - City: _____ Project Location - County: _____

Description of Nature, Purpose and Beneficiaries of Project:

Name of Public Agency Approving Project: _____

Name of Person or Agency Carrying Out Project: _____

Exempt Status: **(check one):**

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: _____
- Statutory Exemptions. State code number: _____

Reasons why project is exempt:

Lead Agency

Contact Person: _____ Area Code/Telephone/Extension: _____

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: _____ Date: _____ Title: _____

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

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

CONTRACT BETWEEN THE UNITED STATES
AND
THE CITY OF LINDSAY
PROVIDING FOR PROJECT WATER SERVICE FROM FRIANT DIVISION AND
FACILITIES REPAYMENT

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

CONTRACT BETWEEN THE UNITED STATES
AND
CITY OF LINDSAY
PROVIDING FOR PROJECT WATER SERVICE FROM FRIANT DIVISION AND
FACILITIES REPAYMENT

1 THIS CONTRACT, made this _____ day of _____, 2021 is entered
2 into pursuant to the Act of June 17, 1902, (32 Stat. 388), and acts amendatory or supplementary
3 thereto, including but not limited to: the Act of August 26, 1937 (50 Stat. 844), as amended and
4 supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented, July 2, 1956 (70
5 Stat. 483), June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1262), October 27, 1986 (100
6 Stat. 3050), as amended, Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706), and Title
7 X, Subtitle A, of the Act of March 30, 2009 (123 Stat. 1349), also referred to as the San Joaquin
8 River Restoration Settlement Act hereinafter referred to as SJRRSA, and the Water
9 Infrastructure Improvements for the Nation Act (Public Law (Pub. L.) 114-322, 130 Stat. 1628),
10 Section 4011 (a-d) and (f) (“WIIN Act”), all collectively hereinafter referred to as Federal
11 Reclamation law, between THE UNITED STATES OF AMERICA, hereinafter referred to as the
12 United States and THE CITY OF LINDSAY, hereinafter referred to as the Contractor, a public
13 agency of the State of California, duly organized, existing, and acting pursuant to the laws
14 thereof, with its principal place of business in California;

15 WITNESSETH, That:

16 EXPLANATORY RECITALS

17 [1st] WHEREAS, the United States has constructed and is operating the Central Valley
18 Project, California, for diversion, storage, carriage, distribution and beneficial use, for flood
19 control, irrigation, municipal, domestic, industrial, fish and wildlife mitigation, protection and
20 restoration, generation and distribution of electric energy, salinity control, navigation and other
21 beneficial uses, of waters of the Sacramento River, the American River, the Trinity River, and
22 the San Joaquin River and their tributaries; and

23 [2nd] WHEREAS, the United States constructed Friant Dam (thereby creating Millerton
24 Lake) and the Friant-Kern and Madera Canals, hereinafter collectively referred to as the Friant
25 Division Facilities, which will be used in part for the furnishing of water to the Contractor
26 pursuant to the terms of this Contract; and

27 [3rd] WHEREAS, the United States and the Contractor entered into Contract Number
28 5-07-20-W0428 as amended, which established terms for the delivery to the Contractor of
29 Project Water from the Friant Division from June 13, 1985 through June 13, 2025; and

30 [4th] WHEREAS, the United States and the Contractor have, pursuant to Subsection
31 3404(c)(3) of the Central Valley Project Improvement Act (CVPIA), subsequently entered into
32 binding agreements identified as Binding Agreement No. 5-05-20-W0428-BA, and Binding
33 Agreement No. CV 79-106-EDP-BA, which sets out the terms pursuant to which the Contractor
34 agreed to renew its contract before the expiration date after completion of the Programmatic
35 Environmental Impact Statement (PEIS) and other appropriate environmental documentation and

36 negotiation of a renewal contract; and which also sets out the consequences of a subsequent
37 decision not to renew; and

38 [5th] WHEREAS, the Contractor and the United States have, pursuant to subsection
39 3404(c)(1) of the Central Valley Project Improvement Act (CVPIA), subsequently entered into a
40 long-term renewal contract identified as Contract Number 5-07-20-W0428-LTR1, which
41 provided for continued water service to Contractor through February 28, 2045, which was
42 amended January 22, 2007, and is herein referred to as the "Existing Contract"; and

43 [6th] WHEREAS, pursuant to Section 8 of the Act of June 17, 1902 (32 Stat. 388), the
44 United States has acquired water rights and other rights to the flows of the San Joaquin River,
45 including without limitation the permits issued as the result of Decision 935 by the California
46 State Water Resource Control Board and the contracts described in subdivision (n) of Article 3
47 of this Contract, pursuant to which the Contracting Officer develops, diverts, stores and delivers
48 Project Water stored or flowing through Millerton Lake in accordance with State and Federal law
49 for the benefit of Project Contractors in the Friant Division and for other specified Project
50 purposes; and

51 [7th] WHEREAS, the water supplied to the Contractor pursuant to this Contract is
52 Project Water developed through the exercise of the rights described in the sixth (6th)
53 Explanatory Recital of this Contract; and

54 [8th] WHEREAS, pursuant to subdivision (b) of Article 14 of the Existing Contract, the
55 terms of the Existing Contract are subject to any enforceable order, judgment and/or settlement
56 in NRDC v. Patterson, No. CIVS 88-1658-LKK-EM (now styled Natural Resources Defense

57 Council, et al. v. Rodgers, et al., No. CIV-S-88-1658 LKK/GGH) and that the Existing Contract
58 shall be timely modified as necessary to effectuate or facilitate any final order, judgment or
59 settlement in said litigation and which Settlement was subsequently confirmed and implemented
60 through the SJRRSA; and

61 [9th] WHEREAS, on December 16, 2016, the 114th Congress of the United States of
62 America enacted the WIIN Act; and

63 [10th] WHEREAS, Section 4011(a)(1) provides that “upon request of the contractor, the
64 Secretary of the Interior shall convert any water service contract in effect on the date of
65 enactment of this subtitle and between the United States and a water users’ association
66 [Contractor] to allow for prepayment of the repayment contract pursuant to paragraph (2) under
67 mutually agreeable terms and conditions.”; and

68 [11th] WHEREAS, Section 4011(a)(1) further provides that “the manner of conversion
69 under this paragraph shall be as follows: (A) Water service contracts that were entered into
70 under section (e) of the Act of August 4, 1939 (53 Stat. 1196), to be converted under this section
71 shall be converted to repayment contracts under section 9(d) of that Act (53 Stat. 1195)”; and
72 “(B) Water service contracts that were entered under subsection (c)(2) of section 9 of the Act of
73 August 4, 1939 (53 Stat. 1194), to be converted under this section shall be converted to a
74 contract under subsection (c)(1) of section 9 of that Act (53 Stat. 1195).”; and

75 [12th] WHEREAS, Section 4011(a)(4)(C) further provides all contracts entered into
76 pursuant to Section 4011(a)(1), (2), and (3) shall “not modify other water service, repayment,
77 exchange and transfer contractual rights between the water users’ association [Contractor], and

78 the Bureau of Reclamation, or any rights, obligations, or relationships of the water users’
79 association [Contractor] and their landowners as provided under State law.”; and

80 [13th] WHEREAS, Section 4011(d)(3) and (4) of the WIIN Act provides that
81 “implementation of the provisions of this subtitle shall not alter...(3) the priority of a water
82 service or repayment contractor to receive water; or (4) except as expressly provided in this
83 section, any obligations under the Federal Reclamation law, including the continuation of
84 Restoration Fund charges pursuant to section 3407(d) (Pub. L. 102-575), of the water service and
85 repayment contractors making prepayments pursuant to this section.”; and

86 [14th] WHEREAS, upon the request of the Contractor, the WIIN Act directs the
87 Secretary to convert irrigation water service contracts and municipal and industrial (M&I) water
88 service contracts into repayment contracts, amend existing repayment contracts, and allow
89 contractors to prepay their construction cost obligations pursuant to applicable Federal
90 Reclamation law; and

91 [15th] WHEREAS, the Contractor has demonstrated to the satisfaction of the
92 Contracting Officer that the Contractor has utilized the Project Water supplies available to it for
93 reasonable and beneficial use and/or has demonstrated projected future demand for water use
94 such that the Contractor has the capability and expects to utilize fully for reasonable and
95 beneficial use the quantity of Project Water to be made available to it pursuant to this Contract;
96 and

97 [16th] WHEREAS, water obtained from the Central Valley Project has been relied upon
98 by urban and agricultural areas within California for more than fifty (50) years and is considered
99 by the Contractor as an essential portion of its water supply; and

100 [17th] WHEREAS, the economies of regions within the Central Valley Project,
101 including the Contractor's, depend upon the continued availability of water, including water
102 service from the Central Valley Project; and

103 [18th] WHEREAS, the Secretary intends through coordination, cooperation, and
104 partnerships to pursue measures to improve water supply, water quality, and reliability of the
105 Project for all Project purposes; and

106 [19th] WHEREAS, the mutual goals of the United States and the Contractor include: to
107 provide for reliable Project Water supplies; to control costs of those supplies; to achieve
108 repayment of the Central Valley Project as required by law; to guard reasonably against Project
109 Water shortages; to achieve a reasonable balance among competing demands for use of Project
110 Water; and to comply with all applicable environmental statutes, all consistent with the legal
111 obligations of the United States relative to the Central Valley Project; and

112 [20th] WHEREAS, during Uncontrolled Seasons, Friant Division Project Contractors
113 utilize a undependable Class 2 Water in their service areas to, among other things, assist in the
114 management and alleviation of groundwater overdraft in the Friant Division service area, provide
115 opportunities for environmental enhancement, including restoration of the San Joaquin River
116 below Friant Dam, minimize flooding along the San Joaquin River, encourage optimal water
117 management, and maximize the reasonable and beneficial use of the water; and

118 [21st] WHEREAS, the parties desire and intend that this Contract not provide a
119 disincentive to the Friant Division Project Contractors continuing to carry out the beneficial
120 activities set out in the Explanatory Recital immediately above; and

121 [22nd] WHEREAS, the United States has determined that the Contractor has fulfilled all
122 of its obligations under the Existing Contract.

123 [23rd] WHEREAS, the Contracting Officer and the Contractor agree that this Contract
124 complies with Section 4011 of the WIIN Act; and

125 [24th] WHEREAS, the Contracting Officer and the Contractor agree to amend and
126 convert the Existing Contract pursuant to Section 4011 of the WIIN Act and other Federal
127 Reclamation law on the terms and conditions set forth below;

128 NOW, THEREFORE, in consideration of the mutual and dependent covenants herein
129 contained, it is hereby mutually agreed by the parties hereto as follows:

130 DEFINITIONS

131 1. When used herein, unless otherwise distinctly expressed or manifestly
132 incompatible with the intent of the parties as expressed in this Contract, the term:

133 (a) “Additional Capital Obligation” shall mean construction costs or other
134 capitalized costs incurred after the Effective Date or not reflected in the Existing Capital
135 Obligation as defined herein and in accordance with Section 4011, subsection (a)(2)(B) and
136 (a)(3)(B) of the Water Infrastructure Improvements for the Nation Act (Pub. L. 114-322, 130
137 Stat. 1628) (“WIIN Act”);

138 (b) “Calendar Year” shall mean the period January 1 through December 31,
139 both dates inclusive;

140 (c) "Charges" shall mean the payments required by Federal Reclamation law
141 in addition to the Rates and Tiered Pricing Components specified in this Contract as determined
142 annually by the Contracting Officer pursuant to this Contract;

143 (d) "Class 1 Water" shall mean that supply of water stored in or flowing
144 through Millerton Lake which, subject to the contingencies hereinafter described in Articles 3,
145 12, and 13 of this Contract, will be available for delivery from Millerton Lake and the Friant-
146 Kern and Madera Canals as a dependable water supply during each Year;

147 (e) "Class 2 Water" shall mean that supply of water which can be made
148 available subject to the contingencies hereinafter described in Articles 3, 12, and 13 of this
149 Contract for delivery from Millerton Lake and the Friant-Kern and Madera Canals in addition to
150 the supply of Class 1 Water. Because of its uncertainty as to availability and time of occurrence,
151 such water will be undependable in character and will be furnished only if, as, and when it can be
152 made available as determined by the Contracting Officer;

153 (f) "Condition of Shortage" shall mean a condition respecting the Project
154 during any Year such that the Contracting Officer is unable to deliver sufficient water to meet the
155 Contract Total;

156 (g) "Contracting Officer" shall mean the Secretary of the Interior's duly
157 authorized representative acting pursuant to this Contract or applicable Federal Reclamation law
158 or regulation;

159 (h) "Contract Total" shall mean the maximum amount of Class 1 Water plus
160 the maximum amount of Class 2 Water to which the Contractor is entitled under subdivision (a)
161 of Article 3 of this Contract;

162 (i) "Contractor's Service Area" shall mean the area to which the Contractor is
163 permitted to provide Project Water under this Contract as described in Exhibit "A" attached
164 hereto, which may be modified from time to time in accordance with Article 36 of this Contract
165 without amendment of this Contract;

166 (j) "CVPIA" shall mean the Central Valley Project Improvement Act, Title
167 XXXIV of the Act of October 30, 1992 (106 Stat. 4706);

168 (k) Omitted;

169 (l) Omitted;

170 (m) "Existing Capital Obligation" shall mean the remaining amount of
171 construction costs or other capitalized costs allocable to the Contractor as described in Section
172 4011, subsections (a)(2)(A) and (a)(3)(A) of the WIIN Act, and as identified in the Central
173 Valley Project Irrigation Water Rates and/or Municipal and Industrial Water Rates, respectively,
174 Dated _____, as adjusted to reflect payments not reflected in such schedule.

175 The Contracting Officer has computed the Existing Capital Obligation and such amount is set forth in
176 Exhibit "C", which is incorporated herein by reference;

178 (n) Omitted;

179 (o) Omitted;

180 (p) Omitted;

181 (q) "Irrigation Water" shall mean the use of Project Water to irrigate lands
182 primarily for the production of commercial agricultural crops or livestock, and domestic and
183 other uses that are incidental thereto;

184 (r) Omitted;

185 (s) "Long Term Historic Average" shall mean the average of the final forecast
186 of Water Made Available to the Contractor pursuant to this Contract and the contracts referenced
187 in the third (3rd) and fifth (5th)fourth (4th) Explanatory Recitals of this Contract;

188 (t) "Municipal and Industrial (M&I) Water" shall mean the use of Project
189 Water for municipal, industrial, and miscellaneous other purposes not falling under the
190 definition of "Irrigation Water" or within another category of water use under an
191 applicable Federal authority;

192 (u) "M&I Full Cost Water Rate" shall mean the Full Cost Rate applicable to
193 the delivery of M&I Water;

194 (v) "Operation and Maintenance" or "O&M" shall mean the annual rate,
195 which, as determined by the Contracting Officer, shall amortize the expenditures for construction
196 allocable to Project M&I facilities in service, including, O&M deficits funded, less payments,
197 over such periods as may be required under Federal Reclamation law with interest accruing from
198 the dates such costs were first incurred plus the applicable rate for the O&M of such Project
199 facilities. Interest rates used in the calculation of the M&I Full Cost Rate shall comply with the
200 Interest Rate methodology contained in Section 202(3) (B) and (C) of the RRA;

201 (w) "Operating Non-Federal Entity" shall mean the Friant Water Authority, or
202 its successor, a Non-Federal entity, which has the obligation to operate and maintain all or a

203 portion of the Friant Division Facilities pursuant to an agreement with the United States and
204 which may have funding obligations with respect thereto;

205 (x) Omitted;

206 (y) “Project” shall mean the Central Valley Project owned by the United
207 States and managed by the Department of the Interior, Bureau of Reclamation;

208 (z) “Project Contractors” shall mean all parties who have contracts for water
209 service for Project Water from the Project with the United States pursuant to Federal
210 Reclamation law;

211 (aa) “Project Water” shall mean all water that is developed, diverted, stored, or
212 delivered by the Secretary in accordance with the statutes authorizing the Project and in
213 accordance with the terms and conditions of water rights acquired pursuant to California law;

214 (bb) “Rates” shall mean the payments determined annually by the Contracting
215 Officer in accordance with the then-current applicable water ratesetting policies for the Project,
216 as described in subdivision (a) of Article 7 of this Contract;

217 (cc) “Repayment Obligation” for Water Delivered as Irrigation Water shall
218 mean the Existing Capital Obligation discounted by ½ of the Treasury rate, which shall be the
219 amount due and payable to the United States, pursuant to Section 4011(a)(2)(A) of the WIIN
220 Act; and for Water Delivered as M&I Water shall mean the amount due and payable to the
221 United States, pursuant to Section 4011(a)(3)(A) of the WIIN Act;

222 (dd) “San Joaquin River Restoration Settlement Act” or “SJRRSA” shall mean
223 Title X, Subtitle A, of the Act of March 30, 2009 (123 Stat. 1349);

224 (ee) “Secretary” shall mean the Secretary of the Interior, a duly appointed
225 successor, or an authorized representative acting pursuant to any authority of the Secretary and
226 through any agency of the Department of the Interior;

227 (ff) “Settlement” shall mean the Stipulation of Settlement dated September 13,
228 2006, the Order Approving Stipulation of Settlement, and the Judgment and further orders issued
229 by the Court pursuant to the terms and conditions of the Settlement in Natural Resources
230 Defense Council, et al. v. Rodgers, et al., No. CIV-S-88-1658 LLJ/GGH;

231 (gg) “Tiered Pricing Component” shall be the incremental amount to be paid
232 for each acre-foot of Water Delivered as described in Article 7 of this Contract and as provided
233 for in Exhibit “B”;

234 (hh) “Water Delivered” or “Delivered Water” shall mean Project Water
235 diverted for use by the Contractor at the point(s) of delivery approved by the Contracting
236 Officer;

237 (ii) “Water Made Available” shall mean the estimated amount of Project
238 Water that can be delivered to the Contractor for the upcoming Year as declared by the
239 Contracting Officer, pursuant to subdivision (a) of Article 4 of this Contract;

240 (jj) “Water Scheduled” shall mean Project Water made available to the
241 Contractor for which times and quantities for delivery have been established by the Contractor
242 and Contracting Officer, pursuant to subdivision (b) of Article 4 of this Contract; and

243 (kk) "Year" shall mean the period from and including March 1 of each
244 Calendar Year through the last day of February of the following Calendar Year.

245 TERM OF CONTRACT – RIGHT TO USE OF WATER

246 2. (a) This Contract shall be effective _____, hereinafter known as the
247 “Effective Date”, and shall continue so long as the Contractor pays applicable Rates and Charges
248 under this Contract, consistent with Section 9(d) or 9(c)(1) of the Act of August 4, 1939 (53 Stat.
249 1195) as applicable, and applicable law;

250 (1) Provided, That the Contracting Officer shall not seek to terminate
251 this Contract for failure to fully or timely pay applicable Rates and Charges by the Contractor,
252 unless the Contracting Officer has first provided at least sixty (60) calendar days written notice
253 to the Contractor of such failure to pay and the Contractor has failed to cure such failure to pay,
254 or to diligently commence and maintain full curative payments satisfactory to the Contracting
255 Officer within the sixty (60) calendar days’ notice period;

256 (2) Provided, further, That the Contracting Officer shall not seek to
257 suspend making water available or declaring Water Made Available pursuant to this Contract for
258 non-compliance by the Contractor with the terms of this Contract or Federal law, unless the
259 Contracting Officer has first provided at least thirty (30) calendar days written notice to the
260 Contractor and the Contractor has failed to cure such non-compliance, or to diligently commence
261 curative actions satisfactory to the Contracting Officer for a non-compliance that cannot be fully
262 cured within the thirty (30) calendar days’ notice period. If the Contracting Officer has
263 suspended making water available pursuant to this paragraph, upon cure of such non-compliance
264 satisfactory to the to the Contracting Officer, the Contracting Officer shall resume making water
265 available and declaring Water Made Available pursuant to this Contract;

266 (3) Provided, further, That this Contract may be terminated at any
267 time by mutual consent of the parties hereto.

268 (b) Notwithstanding any provision of this Contract, the Contractor reserves
269 and shall have all rights and benefits under the Act of June 21, 1963 (77 Stat. 68), to the extent
270 allowed by law.

271 WATER TO BE MADE AVAILABLE AND DELIVERED FOR THE CONTRACTOR

272 3. (a) During each Year, consistent with all applicable State water rights,
273 permits, and licenses, Federal law, the Settlement including the SJRRSA, and subject to the
274 provisions set forth in Articles 12 and 13 of this Contract, the Contracting Officer shall make
275 available for delivery to the Contractor from the Project 2,500 acre-feet of Class 1 Water for
276 M&I purposes. The quantity of Water Delivered to the Contractor in accordance with this
277 subdivision shall be scheduled and paid for pursuant to the provisions of Articles 4 and 7 of this
278 Contract.

279 (c) The Contractor shall utilize the Project Water in accordance with all
280 applicable legal requirements.

281 (d) The Contractor shall make reasonable and beneficial use of all Project
282 Water or other water furnished pursuant to this Contract. Groundwater recharge programs,
283 groundwater banking programs, surface water storage programs, and other similar programs
284 utilizing Project Water or other water furnished pursuant to this Contract conducted within the
285 Contractor's Service Area which are consistent with applicable State law and result in use
286 consistent with applicable Federal Reclamation law will be allowed; Provided, That any direct
287 recharge program(s) is (are) described in the Contractor's Water Conservation Plan submitted

288 pursuant to Article 26 of this Contract; *Provided, further, That* such Water Conservation Plan
289 demonstrates sufficient lawful uses exist in the Contractor's Service Area so that using a long-
290 term average, the quantity of Delivered Water is demonstrated to be reasonable for such uses and
291 in compliance with Federal Reclamation law. Groundwater recharge programs, groundwater
292 banking programs, surface water storage programs, and other similar programs utilizing Project
293 Water or other water furnished pursuant to this Contract conducted outside the Contractor's
294 Service Area may be permitted upon written approval of the Contracting Officer, which approval
295 will be based upon environmental documentation, Project Water rights, and Project operational
296 concerns. The Contracting Officer will address such concerns in regulations, policies, or
297 guidelines.

298 (e) The Contractor, through this Contract, shall comply with requirements
299 applicable to the Contractor in biological opinion(s) prepared as a result of the consultation
300 regarding the execution of any water service contract between the Contracting Officer and the
301 Contractor in effect immediately prior to the Effective Date undertaken pursuant to Section 7 of
302 the Endangered Species Act of 1973 (ESA), as amended, that are within the Contractor's legal
303 authority to implement. The Contractor shall comply with the limitations or requirements
304 imposed by environmental documentation applicable to the Contractor and within its legal
305 authority to implement regarding specific activities. Nothing herein shall be construed to prevent
306 the Contractor from challenging or seeking judicial relief in a court of competent jurisdiction
307 with respect to any biological opinion or other environmental documentation referred to in this
308 Article of this Contract.

309 (f) Subject to subdivisions (l) and (n) of this Article of this Contract,
310 following the declaration of Water Made Available under Article 4 of this Contract, the
311 Contracting Officer will make a determination whether Project Water, or other water available to
312 the Project, can be made available to the Contractor in addition to the Contract Total in this
313 Article of this Contract during the Year without adversely impacting the Project or other Project
314 Contractors and consistent with the Secretary’s legal obligations. At the request of the
315 Contractor, the Contracting Officer will consult with the Contractor prior to making such a
316 determination. Subject to subdivisions (l) and (n) of this Article of this Contract, if the
317 Contracting Officer determines that Project Water, or other water available to the Project, can be
318 made available to the Contractor, the Contracting Officer will announce the availability of such
319 water and shall so notify the Contractor as soon as practical. The Contracting Officer will
320 thereafter meet with the Contractor and other Project Contractors capable of taking such water to
321 determine the most equitable and efficient allocation of such water. If the Contractor requests
322 the delivery of any quantity of such water, the Contracting Officer shall make such water
323 available to the Contractor in accordance with applicable statutes, regulations, guidelines, and
324 policies.

325 (g) The Contractor may request permission to reschedule for use during the
326 subsequent Year some or all of the Water Made Available to the Contractor during the current
327 Year referred to as “carryover.” The Contractor may request permission to use during the
328 current Year a quantity of Project Water which may be made available by the United States to
329 the Contractor during the subsequent Year referred to as “pre-use.” The Contracting Officer’s

330 written approval may permit such uses in accordance with applicable statutes, regulations,
331 guidelines, and policies.

332 (h) The Contractor's right pursuant to Federal Reclamation law and applicable
333 State law to the reasonable and beneficial use of the Water Delivered pursuant to this Contract
334 shall not be disturbed so long as the Contractor shall fulfill all of its obligations under this
335 Contract. Nothing in the preceding sentence shall affect the Contracting Officer's ability to
336 impose shortages under Article 12 or subdivision (b) of Article 13 of this Contract.

337 (i) Project Water furnished to the Contractor pursuant to this Contract may be
338 delivered for purposes other than those described in subdivisions (q) and (t) of Article 1 of this
339 Contract upon written approval by the Contracting Officer in accordance with the terms and
340 conditions of such approval.

341 (j) The Contracting Officer shall make reasonable efforts to protect the water
342 rights and other rights described in the sixth (6th) Explanatory Recital of this Contract and to
343 provide the water available under this Contract. The Contracting Officer shall not object to
344 participation by the Contractor, in the capacity and to the extent permitted by law, in
345 administrative proceedings related to the water rights and other rights described in the sixth (6th)
346 Explanatory Recital of this Contract; Provided, however, That the Contracting Officer retains the
347 right to object to the substance of the Contractor's position in such a proceeding. Provided,
348 further, That in such proceedings the Contracting Officer shall recognize the Contractor has a
349 legal right under the terms of this Contract to use Project Water.

350 (k) Project Water furnished to the Contractor during any month designated in
351 a schedule or revised schedule submitted by the Contractor and approved by the Contracting
352 Officer shall be deemed to have been accepted by the Contractor as Class 1 Water to the extent
353 that Class 1 Water is called for in such schedule for such month and shall be deemed to have
354 been accepted as Class 2 Water to the extent Class 2 Water is called for in such schedule for such
355 month. If in any month the Contractor diverts a quantity of water in addition to the total amount
356 of Class 1 Water and Class 2 Water set forth in the Contractor's approved schedule or revised
357 schedule for such month, such additional diversions shall be charged first against the
358 Contractor's remaining Class 2 Water supply available in the current Year. To the extent the
359 Contractor's remaining Class 2 Water supply available in the current Year is not sufficient to
360 account for such additional diversions, such additional diversions shall be charged against the
361 Contractor's remaining Class 1 Water supply available in the current Year. To the extent the
362 Contractor's remaining Class 1 Water and Class 2 Water supplies available in the current Year
363 are not sufficient to account for such additional diversions, such additional diversions shall be
364 charged first against the Contractor's available Class 2 Water supply and then against the
365 Contractor's available Class 1 Water supply, both for the following Year. Payment for all
366 additional diversions of water shall be made in accordance with Article 7 of this Contract.

367 (l) If the Contracting Officer determines there is a Project Water supply
368 available at Friant Dam as the result of an unusually large water supply not otherwise storable for
369 Project purposes or infrequent and otherwise unmanaged flood flows of short duration, such
370 water will be made available to the Contractor and others under Section 215 of the Act of

371 October 12, 1982, pursuant to the priorities specified below if the Contractor enters into a
372 temporary contract with the United States not to exceed one (1) year for the delivery of such
373 water or as otherwise provided for in Federal Reclamation law and associated regulations. Such
374 water may be identified by the Contractor either (i) as additional water to supplement the supply
375 of Class 1 Water and/or Class 2 Water made available to it pursuant to this Contract or, (ii) upon
376 written notification to the Contracting Officer, as water to be credited against the Contractor's
377 Class 2 Water supply available pursuant to this Contract. The Contracting Officer shall make
378 water determined to be available pursuant to this subsection according to the following priorities:
379 first, to contractors for Class 1 Water and/or Class 2 Water within the Friant Division; second, to
380 contractors in the Cross Valley Division of the Project. The Contracting Officer will consider
381 requests from other parties for Section 215 Water for use within the area identified as the Friant
382 Division service area in the environmental assessment developed in connection with the
383 execution of the Existing Contract.

384 (m) Nothing in this Contract, nor any action or inaction of the Contractor or
385 Contracting Officer in connection with the implementation of this Contract, is intended to
386 override, modify, supersede or otherwise interfere with any term or condition of the water rights
387 and other rights referred in the sixth (6th) Explanatory Recital of this Contract.

388 (n) The rights of the Contractor under this Contract are subject to the terms of
389 the contract for exchange waters, dated July 27, 1939, between the United States and the San
390 Joaquin and Kings River Canal and Irrigation Company, Incorporated, et al., (hereinafter referred
391 to as the Exchange Contractors), Contract No. I1r-1144, as amended. The United States agrees

392 that it will not deliver to the Exchange Contractors thereunder waters of the San Joaquin River
393 unless and until required by the terms of said contract, and the United States further agrees that it
394 will not voluntarily and knowingly determine itself unable to deliver to the Exchange
395 Contractors entitled thereto from water that is available or that may become available to it from
396 the Sacramento River and its tributaries or the Sacramento-San Joaquin Delta those quantities
397 required to satisfy the obligations of the United States under said Exchange Contract and under
398 Schedule 2 of the Contract for Purchase of Miller and Lux Water Rights (Contract I1r-1145,
399 dated July 27, 1939).

400 (o) Pursuant to and consistent with section 10004 of SJRRSA and Paragraph
401 16 of the Settlement, the Contracting Officer is required to develop and implement a plan for
402 recirculation, recapture, reuse, exchange or transfer of water released for restoration flows or
403 interim flows, as those terms are defined in the Settlement, to reduce or avoid impacts to water
404 deliveries caused by said restoration flows or interim flows. Water developed through such
405 activities may be made available (i) to the Contractor without the need of an additional contract,
406 and/or (ii) to others on behalf of the Contractor under terms mutually acceptable to the
407 Contractor and the Contracting Officer that are consistent with the Water Management Goal.

408 TIME FOR DELIVERY OF WATER

409 4. (a) On or about February 20 of each Calendar Year, the Contracting Officer
410 shall announce the Contracting Officer's initial declaration of the Water Made Available. The
411 declaration will be updated monthly and more frequently if necessary, based on then-current
412 operational and hydrologic conditions and a new declaration with changes, if any, to the Water
413 Made Available will be made. The Contracting Officer shall provide forecasts of Project

414 operations and the basis of the estimate, with relevant supporting information, upon the written
415 request of the Contractor. Concurrently with the declaration of the Water Made Available, the
416 Contracting Officer shall provide the Contractor with the updated Long Term Historic Average.
417 The declaration of Project operations will be expressed in terms of both Water Made Available
418 and the Long Term Historic Average.

419 (b) On or before each March 1 and at such other times as necessary, the
420 Contractor shall submit to the Contracting Officer a written schedule, satisfactory to the
421 Contracting Officer, showing the monthly quantities of Project Water to be delivered by the
422 United States to the Contractor pursuant to this Contract for the Year commencing on such
423 March 1. The Contracting Officer shall use all reasonable means to deliver Project Water
424 according to the approved schedule for the Year commencing on such March 1.

425 (c) The Contractor shall not schedule Project Water in excess of the quantity
426 of Project Water the Contractor intends to put to reasonable and beneficial use within the
427 Contractor's Service Area, or to sell, transfer or exchange pursuant to Article 10 of this Contract
428 or bank pursuant to subdivision (d) of Article 3 of this Contract during any Year.

429 (d) Subject to the conditions set forth in subdivision (a) of Article 3 of this
430 Contract, the United States shall deliver Project Water to the Contractor in accordance with the
431 initial schedule submitted by the Contractor pursuant to subdivision (b) of this Article, or any
432 written revision(s), satisfactory to the Contracting Officer, thereto submitted within a reasonable
433 time prior to the date(s) on which the requested change(s) is/are to be implemented; Provided,
434 *That* the total amount of water requested in that schedule or revision does not exceed the

435 quantities announced by the Contracting Officer pursuant to the provisions of subdivision (a) of
436 Article 3 of this Contract, and the Contracting Officer determines that there will be sufficient
437 capacity available in the appropriate Friant Division Facilities to deliver the water in accordance
438 with that schedule; *Provided, further, That* the Contractor shall not schedule the delivery of any
439 water during any period as to which the Contractor is notified by the Contracting Officer or
440 Operating Non-Federal Entity that Project facilities required to make deliveries to the Contractor
441 will not be in operation because of scheduled O&M.

442 (e) The Contractor may, during the period from and including November 1 of
443 each Year through and including the last day of February of that Year, request delivery of any
444 amount of the Class 1 Water estimated by the Contracting Officer to be made available to it
445 during the following Year. The Contractor may, during the period from and including January 1
446 of each Year (or such earlier date as may be determined by the Contracting Officer) through and
447 including the last day of February of that Year, request delivery of any amount of Class 2 Water
448 estimated by the Contracting Officer to be made available to it during the following Year. Such
449 water shall hereinafter be referred to as pre-use water. Such request must be submitted in writing
450 by the Contractor for a specified quantity of pre-use and shall be subject to the approval of the
451 Contracting Officer. Payment for pre-use water so requested shall be at the appropriate Rate(s)
452 for the following Year in accordance with Article 7 of this Contract and shall be made in
453 advance of delivery of any pre-use water. The Contracting Officer shall deliver such pre-use
454 water in accordance with a schedule or any revision thereof submitted by the Contractor and
455 approved by the Contracting Officer, to the extent such water is available and to the extent such

456 deliveries will not interfere with the delivery of Project Water entitlements to other Friant
457 Division contractors or the physical maintenance of the Project facilities. The quantities of pre-
458 use Water Delivered pursuant to this subdivision shall be deducted from the quantities of water
459 that the Contracting Officer would otherwise be obligated to make available to the Contractor
460 during the following Year; *Provided, That* the quantity of pre-use water to be deducted from the
461 quantities of either Class 1 Water or Class 2 Water to be made available to the Contractor in the
462 following Year shall be specified by the Contractor at the time the pre-use water is requested or
463 as revised in its first schedule for the following Year submitted in accordance with
464 subdivision (b) of this Article of this Contract, based on the availability of the following Year
465 water supplies as determined by the Contracting Officer.

466 POINT OF DIVERSION AND RESPONSIBILITY FOR DISTRIBUTION OF WATER

467 5. (a) Project Water scheduled pursuant to subdivision (b) of Article 4 of this
468 Contract shall be delivered to the Contractor at a point or points of delivery either on Project
469 facilities or another location or locations mutually agreed to in writing by the Contracting Officer
470 and the Contractor.

471 (b) The Contracting Officer, the Operating Non-Federal Entity, or other
472 appropriate entity shall make all reasonable efforts to maintain sufficient flows and levels of
473 water in the Friant-Kern Canal to deliver Project Water to the Contractor at specific turnouts
474 established pursuant to subdivision (a) of this Article of this Contract.

475 (c) The Contractor shall not deliver Project Water to land outside the
476 Contractor's Service Area unless approved in advance by the Contracting Officer.

477 (d) All Water Delivered to the Contractor pursuant to this Contract shall be
478 measured and recorded with equipment furnished, installed, operated, and maintained by the
479 United States, the Operating Non-Federal Entity or other appropriate entity as designated by the
480 Contracting Officer (hereafter “other appropriate entity”) at the point or points of delivery
481 established pursuant to subdivision (a) of this Article of this Contract. Upon the request of either
482 party to this Contract, the Contracting Officer shall investigate, or cause to be investigated by the
483 responsible Operating Non-Federal Entity, the accuracy of such measurements and shall take any
484 necessary steps to adjust any errors appearing therein. For any period of time when accurate
485 measurements have not been made, the Contracting Officer shall consult with the Contractor and
486 the responsible Operating Non-Federal Entity prior to making a final determination of the
487 quantity delivered for that period of time.

488 (e) Neither the Contracting Officer nor any Operating Non-Federal Entity
489 shall be responsible for the control, carriage, handling, use, disposal, or distribution of Project
490 Water Delivered to the Contractor pursuant to this Contract beyond the delivery points specified
491 in subdivision (a) of this Article of this Contract. The Contractor shall indemnify the United
492 States, its officers, employees, agents, and assigns on account of damage or claim of damage of
493 any nature whatsoever for which there is legal responsibility, including property damage,
494 personal injury, or death arising out of or connected with the control, carriage, handling, use,
495 disposal, or distribution of such Project Water beyond such delivery points, except for any
496 damage or claim arising out of: (i) acts or omissions of the Contracting Officer or any of its
497 officers, employees, agents, or assigns, including any responsible Operating Non-Federal Entity,

498 with the intent of creating the situation resulting in any damage or claim; (ii) willful misconduct
499 of the Contracting Officer or any of its officers, employees, agents, or assigns, including any
500 responsible Operating Non-Federal Entity; (iii) negligence of the Contracting Officer or any of
501 its officers, employees, agents, or assigns including any responsible Operating Non-Federal
502 Entity; or (iv) damage or claims resulting from a malfunction of facilities owned and/or operated
503 by the United States or responsible Operating Non-Federal Entity; *Provided, That* the Contractor
504 is not the Operating Non-Federal Entity that owned or operated the malfunctioning facility(ies)
505 from which the damage claim arose.

506 MEASUREMENT OF WATER WITHIN THE CONTRACTOR'S SERVICE AREA

507 6. (a) The Contractor has established a measurement program satisfactory to the
508 Contracting Officer; all surface water delivered for municipal and industrial purposes within the
509 Contractor's Service Area is measured at each M&I service connection. The water measuring
510 devices or water measuring methods of comparable effectiveness must be acceptable to the
511 Contracting Officer. The Contractor shall be responsible for installing, operating, and
512 maintaining and repairing all such measuring devices and implementing all such water
513 measuring methods at no cost to the United States. The Contractor shall use the information
514 obtained from such water measuring devices or water measuring methods to ensure its proper
515 management of the water, to bill water users for water delivered by the Contractor; and, if
516 applicable, to record water delivered for M&I purposes by customer class as defined in the
517 Contractor's water conservation plan provided for in Article 27 of this Contract. Nothing herein
518 contained, however, shall preclude the Contractor from establishing and collecting any charges,
519 assessments, or other revenues authorized by California law.

520 (b) To the extent the information has not otherwise been provided, upon
521 execution of this Contract, the Contractor shall provide to the Contracting Officer a written
522 report describing the measurement devices or water measuring methods being used or to be used
523 to implement subdivision (a) of this Article of this Contract and identifying the M&I service
524 connections or alternative measurement programs approved by the Contracting Officer, at which
525 such measurement devices or water measuring methods are being used, and, if applicable,
526 identifying the locations at which such devices and/or methods are not yet being used including a
527 time schedule for implementation at such locations. The Contracting Officer shall advise the
528 Contractor in writing within sixty (60) days as to the adequacy of, and necessary modifications,
529 if any, of the measuring devices or water measuring methods identified in the Contractor's report
530 and if the Contracting Officer does not respond in such time, they shall be deemed adequate. If
531 the Contracting Officer notifies the Contractor that the measuring devices or methods are
532 inadequate, the parties shall within sixty (60) days following the Contracting Officer's response,
533 negotiate in good faith the earliest practicable date by which the Contractor shall modify said
534 measuring devices and/or measuring methods as required by the Contracting Officer to ensure
535 compliance with subdivision (a) of this Article of this Contract.

536 (c) All new surface water delivery systems installed within the Contractor's
537 Service Area after the effective date of this Contract shall also comply with the measurement
538 provisions described in subdivision (a) of this Article of this Contract.

539 (d) The Contractor shall inform the Contracting Officer and the State of
540 California in writing by April 30 of each Year of the monthly volume of surface water delivered
541 within the Contractor’s Service Area during the previous Year.

542 (e) The Contractor shall inform the Contracting Officer and the Operating
543 Non-Federal Entity on or before the twentieth (20th) calendar day of each month of the quantity
544 of M&I Water taken during the preceding month.

545 RATES, METHOD OF PAYMENT FOR WATER AND ACCELERATED REPAYMENT OF
546 FACILITIES

547 7. (a) Notwithstanding the Contractor’s full prepayment of the Repayment
548 Obligation pursuant to Section 4011, subsection (a)(2)(A) and subsection (a)(3)(A) of the WIIN
549 Act, as set forth in Exhibit “C”, and any payments required pursuant to Section 4011, subsection
550 (b) of the WIIN Act, to reflect the adjustment for the final cost allocation as described in this
551 Article, subsection (b), the Contractor’s Project construction and other obligations shall be
552 determined in accordance with: (i) the Secretary’s ratesetting policy for Irrigation Water adopted
553 in 1988 and the Secretary's then-existing ratesetting policy for M&I Water, consistent with the
554 WIIN Act; and such ratesetting policies shall be amended, modified, or superseded only through
555 a public notice and comment procedure; (ii) applicable Federal Reclamation law and associated
556 rules and regulations, or policies, and (iii) other applicable provisions of this Contract. Payments
557 shall be made by cash transaction, electronic funds transfers, or any other mechanism as may be
558 agreed to in writing by the Contractor and the Contracting Officer. The Rates, Charges, and
559 Tiered Pricing Component applicable to the Contractor upon execution of this Contract are set
560 forth in Exhibit “B”, as may be revised annually.

561 (1) The Contractor shall pay the United States as provided for in this
562 Article of this Contract for all Delivered Water at Rates, Charges, and Tiered Pricing Component
563 in accordance with policies for Irrigation Water and M&I Water. The Contractor's Rates shall
564 be established to recover its estimated reimbursable costs included in the operation and
565 maintenance component of the Rate and amounts established to recover deficits and other
566 charges, if any, including construction costs as identified in the following subdivisions.

567 (2) In accordance with the WIIN Act, the Contractor's allocable share
568 of Project construction costs will be repaid pursuant to the provisions of this Contract.

569 (A) The amount due and payable to the United States, pursuant
570 to the WIIN Act, shall be the Repayment Obligation. The Repayment Obligation has been
571 computed by the Contracting Officer in a manner consistent with the WIIN Act and is set forth
572 as a lump sum payment for M&I as set forth in Exhibit "C". The Repayment Obligation is due
573 in lump sum by _____ as provided by the WIIN Act. Notwithstanding any
574 Additional Capital Obligation that may later be established, receipt of the Contractor's payment
575 of the Repayment Obligation to the United States shall fully and permanently satisfy the Existing
576 Capital Obligation.

577 (B) Additional Capital Obligations that are not reflected in, the
578 schedules referenced in Exhibit "C" and properly assignable to the Contractor, shall be repaid as
579 prescribed by the WIIN Act without interest except as required by law. Consistent with Federal
580 Reclamation law, interest shall continue to accrue on the M&I portion of the Additional Capital
581 Obligation assigned to the Contractor until such costs are paid. Increases or decreases in the

582 Additional Capital Obligation assigned to the Contractor caused solely by annual adjustment of
583 the Additional Capital Obligation assigned to each Project contractor by the Secretary shall not
584 be considered in determining the amounts to be paid pursuant to this subdivision (a)(2)(B),
585 however, will be considered under subdivision (b) of this Article. A separate agreement shall be
586 established by the Contractor and the Contracting Officer to accomplish repayment of the
587 Additional Capital Obligation assigned to the Contractor within the timeframe prescribed by the
588 WIIN Act, subject to the following:

589 (1) If the collective Additional Capital Obligation
590 properly assignable to the contractors exercising conversion under Section 4011 of the WIIN Act
591 is less than five million dollars (\$5,000,000), then the portion of such costs properly assignable
592 to the Contractor shall be repaid not more than five (5)-years after the Contracting Officer
593 notifies the Contractor of the Additional Capital Obligation; *Provided, That* the reference to the
594 amount of five million dollars (\$5,000,000) shall not be a precedent in any other context.

595 (2) If the collective Additional Capital Obligation
596 properly assignable to the contractors exercising conversion under Section 4011 of the WIIN Act
597 is equal to or greater than five million dollars (\$5,000,000), then the portion of such costs
598 properly assignable to the Contractor shall be repaid as provided by applicable Federal
599 Reclamation law and Project ratesetting policy; *Provided, That* the reference to the amount of
600 five million dollars (\$5,000,000) shall not be a precedent in any other context.

601 (b) In the event that the final cost allocation referenced in Section 4011(b) of
602 the WIIN Act determines that the costs properly assignable to the Contractor are greater than

603 what has been paid by the Contractor, the Contractor shall be obligated to pay the remaining
604 allocated costs. The term of such additional repayment contract shall be not less than one (1)
605 year and not more than ten (10) years, however, mutually agreeable provisions regarding the rate
606 of repayment of such amount may be developed by the Contractor and Contracting Officer. In
607 the event that the final cost allocation indicates that the costs properly assignable to the
608 Contractor are less than what the Contractor has paid, the Contracting Officer shall credit such
609 overpayment as an offset against any outstanding or future obligations of the Contractor, with the
610 exception of Restoration Fund charges pursuant to Section 3407(d) of Pub. L. 102-575.

611 (c) The Contracting Officer shall notify the Contractor of the Rates, Charges,
612 and Tiered Pricing Component as follows:

613 (1) Prior to July 1 of each Calendar Year, the Contracting Officer shall
614 provide the Contractor an estimate of the Charges for Project Water that will be applied to the
615 period October 1, of the current Calendar Year, through September 30, of the following Calendar
616 Year, and the basis for such estimate. The Contractor shall be allowed not less than two (2)
617 months to review and comment on such estimates. On or before September 15 of each Calendar
618 Year, the Contracting Officer shall notify the Contractor in writing of the Charges to be in effect
619 during the period October 1 of the current Calendar Year, through September 30, of the
620 following Calendar Year, and such notification shall revise Exhibit "B".

621 (2) Prior to October 1 of each Calendar Year, the Contracting Officer
622 shall make available to the Contractor an estimate of the Rates and Tiered Pricing Component
623 for Project Water for the following Year and the computations and cost allocations upon which

624 those Rates are based. The Contractor shall be allowed not less than two (2) months to review
625 and comment on such computations and cost allocations. By December 31 of each Calendar
626 Year, the Contracting Officer shall provide the Contractor with the final Rates and Tiered Pricing
627 Component to be in effect for the upcoming Year, and such notification shall revise Exhibit "B".

628 (d) At the time the Contractor submits the Contractor's initial schedule for the
629 delivery of Project Water for each Year pursuant to subdivision (b) of Article 4 of this Contract,
630 the Contractor shall make an advance payment to the United States equal to the total amount
631 payable pursuant to the applicable Rate(s) set under subdivision (a) of this Article of this
632 Contract, for the Project Water scheduled to be delivered pursuant to this Contract during the
633 first two (2) calendar months of the Year. Before the end of the first month and before the end of
634 each calendar month thereafter, the Contractor shall make an advance payment to the United
635 States, at the Rate(s) set under subdivision (a) of this Article of this Contract, for the Water
636 Scheduled to be delivered pursuant to this Contract during the second month immediately
637 following. Adjustments between advance payments for Water Scheduled and payments at Rates
638 due for Water Delivered shall be made before the end of the following month; *Provided, That*
639 any revised schedule submitted by the Contractor pursuant to Article 4 of this Contract which
640 increases the amount of Water Delivered pursuant to this Contract during any month shall be
641 accompanied with appropriate advance payment, at the Rates then in effect, to assure that Project
642 Water is not delivered to the Contractor in advance of such payment. In any month in which the
643 quantity of Water Delivered to the Contractor pursuant to this Contract equals the quantity of
644 Water Scheduled and paid for by the Contractor, no additional Project Water shall be delivered

645 to the Contractor unless and until an advance payment at the Rates then in effect for such
646 additional Project Water is made. Final adjustment between the advance payments for the Water
647 Scheduled and payments for the quantities of Water Delivered during each Year pursuant to this
648 Contract shall be made as soon as practicable but no later than April 30th of the following Year,
649 or sixty (60) days after the delivery of Project Water carried over under subdivision (g) of Article
650 3 of this Contract if such water is not delivered by the last day of February.

651 (e) The Contractor shall also make a payment in addition to the Rate(s) in
652 subdivision (d) of this Article of this Contract to the United States for Water Delivered, at the
653 Charges and the appropriate Tiered Pricing Component then in effect, before the end of the
654 month following the month of delivery; *Provided, That* the Contractor may be granted an
655 exception from the Tiered Pricing Component pursuant to subdivision (k)(2) of this Article of
656 this Contract. The payments shall be consistent with the quantities of M&I Water Delivered as
657 shown in the water delivery report for the subject month prepared by the Operating Non-Federal
658 Entity/Entities or, if there is no Operating Non-Federal Entity, by the Contracting Officer. Such
659 water delivery report shall be the basis for payment of Charges and Tiered Pricing Components
660 by the Contractor, and shall be provided to the Contractor by the Contracting Officer (as
661 applicable) within five (5) days after the end of the month of delivery. The water delivery report
662 shall be deemed a bill basis for payment of Charges and the applicable Tiered Pricing
663 Component for Water Delivered. Adjustment for overpayment or underpayment of Charges
664 shall be made through the adjustment of payments due to the United States for Charges for the

665 next month. Any amount to be paid for past due payment of Charges and the Tiered Pricing
666 Component shall be computed pursuant to Article 20 of this Contract.

667 (f) The Contractor shall pay for any Water Delivered under subdivision (a),
668 (f), or (g) of Article 3 of this Contract as determined by the Contracting Officer pursuant to
669 applicable statutes, associated regulations, any applicable provisions of guidelines or ratesetting
670 policies; *Provided, That* the Rate for Water Delivered under subdivision (f) of Article 3 of this
671 Contract shall be no more than the otherwise applicable Rate for M&I Water under subdivision
672 (a) of this Article of this Contract.

673 (g) Payments to be made by the Contractor to the United States under this
674 Contract may be paid from any revenues available to the Contractor.

675 (h) All revenues received by the United States from the Contractor relating to
676 the delivery of Project Water or the delivery of non-project water through Project facilities shall
677 be allocated and applied in accordance with Federal Reclamation law and the associated rules or
678 regulations, and the then-current Project ratesetting policies for M&I Water.

679 (i) The Contracting Officer shall keep its accounts pertaining to the
680 administration of the financial terms and conditions of its long-term contracts, in accordance
681 with applicable Federal standards, so as to reflect the application of Project costs and revenues.
682 The Contracting Officer shall, each Year upon request of the Contractor, provide to the
683 Contractor a detailed accounting of all Project and Contractor expense allocations, the
684 disposition of all Project and Contractor revenues, and a summary of all water delivery

685 information. The Contracting Officer and the Contractor shall enter into good faith negotiations
686 to resolve any discrepancies or disputes relating to accountings, reports, or information.

687 (j) The parties acknowledge and agree that the efficient administration of this
688 Contract is their mutual goal. Recognizing that experience has demonstrated that mechanisms,
689 policies, and procedures used for establishing Rates, Charges, and Tiered Pricing Component,
690 and/or for making and allocating payments, other than those set forth in this Article of this
691 Contract may be in the mutual best interest of the parties, it is expressly agreed that the parties
692 may enter into agreements to modify the mechanisms, policies, and procedures for any of those
693 purposes while this Contract is in effect without amending this Contract.

694 (k) (1) Beginning at such time as deliveries of Class 1 Water and Class 2
695 Water in a Year exceed eighty (80) percent of the Contract Total, then before the end of the
696 month following the month of delivery the Contractor shall make an additional payment to the
697 United States equal to the applicable Tiered Pricing Component. The Tiered Pricing Component
698 for the total of the deliveries of Class 1 Water and Class 2 Water in excess of eighty (80) percent
699 of the Contract Total, but less than or equal to ninety (90) percent of the Contract Total, shall
700 equal the one-half of the difference between the Rate established under subdivision (a) of this
701 Article and the M&I Full Cost Water Rate. The Tiered Pricing Component for the total of the
702 deliveries of Class 1 Water and Class 2 Water which exceeds ninety (90) percent of the Contract
703 Total shall equal the difference between (i) the Rate established under subdivision (a) of this
704 Article of this Contract and (ii) M&I Full Cost Water Rate.

705 (2) Omitted.

706 (3) For purposes of determining the applicability of the Tiered Pricing
707 Component pursuant to this Article of this Contract, Water Delivered shall include Project Water
708 that the Contractor transfers to others, but shall not include Project Water transferred and
709 delivered to the Contractor.

710 (1) For the term of this Contract, Rates applied under the respective
711 ratesetting policies will be established to recover only reimbursable O&M (including any
712 deficits) and capital costs of the Project, as those terms are used in the then-current Project
713 ratesetting policies, and interest, where appropriate, except in instances where a minimum Rate is
714 applicable in accordance with the relevant Project ratesetting policy. Changes of significance in
715 practices which implement the Contracting Officer’s ratesetting policies will not be implemented
716 until the Contracting Officer has provided the Contractor an opportunity to discuss the nature,
717 need, and impact of the proposed change.

718 (m) Except as provided in subsections 3405(a)(1)(B) and 3405(f) of the
719 CVPIA, the Rates for Project Water transferred by the Contractor shall be the Contractor’s Rates
720 adjusted upward or downward to reflect the changed costs (if any) incurred by the Contracting
721 Officer in the delivery of the transferred Project Water to the transferee’s point of delivery in
722 accordance with the then-current Project ratesetting policy.

723 8. Omitted

724 RECOVERED WATER ACCOUNT

725 9. (a) Notwithstanding any other provisions of this Contract, water delivered to
726 the Contractor under its Recovered Water Account as provided at Paragraph 16(b) of the
727 Settlement and affirmed by Section 10004(a)(5) of the SJRRSA shall be at the total cost of
728 \$10.00 per acre foot. Recovered Water Account water provided to the Contractor shall be
729 administered at a priority for delivery lower than Class 2 Water and higher than Section 215
730 Water.

731 (b) The manner in which the Recovered Water Account will be administered
732 will be developed in accordance with subdivision (k) of Article 7 of this Contract, the SJRRSA,
733 and Paragraph 16 of the Settlement.

734 SALES, TRANSFERS, AND EXCHANGES OF WATER

735 10. (a) The right to receive Project Water provided for in this Contract may be
736 sold, transferred, or exchanged to others for reasonable and beneficial uses within the State of
737 California if such sale, transfer, or exchange is authorized by applicable Federal and State laws,
738 and applicable guidelines or regulations then in effect. No sale, transfer, or exchange of Project
739 Water under this Contract may take place without the prior written approval of the Contracting
740 Officer, except as provided for in subdivisions (b) and (c) of this Article of this Contract. No
741 such sales, transfers, or exchanges shall be approved absent compliance with appropriate
742 environmental documentation including but not limited to the National Environmental Policy
743 Act and the Endangered Species Act. Such environmental documentation should include, as

744 appropriate, an analysis of groundwater impacts and economic and social effects, including
745 environmental justice, of the proposed water transfers on both the transferor and transferee.

746 (b) In order to facilitate efficient water management by means of transfers of
747 the type historically carried out among Project Contractors located within the same geographical
748 area and to allow the Contractor to participate in an accelerated water transfer program, the
749 Contracting Officer has prepared, as appropriate, necessary environmental documentation
750 including, but not limited to, the National Environmental Policy Act and the Endangered Species
751 Act analyzing annual transfers among Contractors within the same geographical area and the
752 Contracting Officer shall determined that such Project Water sales, transfers, and exchanges
753 comply with applicable law.

754 (c) Water transfers analyzed in the environmental documentation referenced
755 in subdivision (b) of this Article of this Contract, shall be conducted with advance notice to the
756 Contracting Officer, but shall not require prior written approval by the Contracting Officer.

757 (d) The environmental documentation and the Contracting Officer's
758 compliance determination for transactions described in subdivision (b) of this Article of this
759 Contract shall be reviewed every five (5) years and updated, as necessary, prior to the expiration
760 of the then-existing five (5) year period. All subsequent environmental documentation shall
761 include an alternative to evaluate not less than the quantity of Project Water historically sold,
762 transferred, or exchanged within the same geographical area.

763 (e) For transfers to qualify under subdivision (b) of this Article of this
764 Contract such Project Water sale, transfer, or exchange must: (i) be for irrigation purposes for

765 lands irrigated within the previous three (3) years, for M&I use, groundwater recharge,
766 groundwater banking, similar groundwater activities, surface water storage, or fish and wildlife
767 resources; not lead to land conversion; and be delivered to established cropland, wildlife refuges,
768 groundwater basins or M&I use; (ii) occur within a single Year; (iii) occur between a willing
769 seller and a willing buyer; (iv) convey water through existing facilities with no new construction
770 or modifications to facilities and be between existing Project Contractors and/or the Contractor
771 and the United States, Department of the Interior; and (v) comply with all applicable Federal,
772 State, and local or tribal laws and requirements imposed for protection of the environment and
773 Indian Trust Assets, as defined under Federal law.

774 APPLICATION OF PAYMENTS AND ADJUSTMENTS

775 11. (a) The amount of any overpayment by the Contractor of the Contractor's
776 O&M, Capital, and deficit (if any) obligations for the Year shall be applied first to any current
777 liabilities of the Contractor arising out of this Contract then due and payable. Overpayments of
778 more than One Thousand Dollars (\$1,000) shall be refunded at the Contractor's request. In lieu
779 of a refund, any amount of such overpayment, at the option of the Contractor, may be credited
780 against amounts to become due to the United States by the Contractor. With respect to
781 overpayment, such refund or adjustment shall constitute the sole remedy of the Contractor or
782 anyone having or claiming to have the right to the use of any of the Project Water supply
783 provided for herein. All credits and refunds of overpayments shall be made within thirty (30)
784 days of the Contracting Officer obtaining direction as to how to credit or refund such
785 overpayment in response to the notice to the Contractor that it has finalized the accounts for the
786 Year in which the overpayment was made.

787 (b) All advances for miscellaneous costs incurred for work requested by the
788 Contractor pursuant to Article of this Contract shall be adjusted to reflect the actual costs when
789 the work has been completed. If the advances exceed the actual costs incurred, the difference
790 will be refunded to the Contractor. If the actual costs exceed the Contractor's advances, the
791 Contractor will be billed for the additional costs pursuant to Article 26 of this Contract.

792 TEMPORARY REDUCTIONS – RETURN FLOWS

793 12. (a) The Contracting Officer shall make all reasonable efforts to optimize
794 delivery of the Contract Total subject to: (i) the authorized purposes and priorities of the Project;
795 (ii) the requirements of Federal law and the Settlement; and (iii) the obligations of the United
796 States under existing contracts, or renewals thereof, providing for water deliveries from the
797 Project.

798 (b) The Contracting Officer or Operating Non-Federal Entity may temporarily
799 discontinue or reduce the quantity of Water Delivered to the Contractor as herein provided for
800 the purposes of investigation, inspection, maintenance, repair, or replacement of any of the
801 Project facilities or any part thereof necessary for the delivery of Project Water to the Contractor,
802 but so far as feasible the Contracting Officer or Operating Non-Federal Entity will give the
803 Contractor due notice in advance of such temporary discontinuance or reduction, except in case
804 of emergency, in which case no notice need be given; *Provided, That* the United States shall use
805 its best efforts to avoid any discontinuance or reduction in such service. Upon resumption of
806 service after such reduction or discontinuance, and if requested by the Contractor, the United
807 States will, if possible, deliver the quantity of Project Water which would have been delivered
808 hereunder in the absence of such discontinuance or reduction.

809 (c) The United States reserves the right to all seepage and return flow water
810 derived from Water Delivered to the Contractor hereunder which escapes or is discharged
811 beyond the Contractor's Service Area; *Provided, That* this shall not be construed as claiming for
812 the United States any right as seepage or return flow to water being used pursuant to this
813 Contract for surface irrigation or underground storage either being put to reasonable and
814 beneficial use pursuant to this Contract within the Contractor's Service Area by the Contractor or
815 those claiming by, through, or under the Contractor. For purposes of this subdivision,
816 groundwater recharge, groundwater banking and all similar groundwater activities will be
817 deemed to be underground storage.

818 CONSTRAINTS ON THE AVAILABILITY OF WATER

819 13. (a) In its operation of the Project, the Contracting Officer will use all
820 reasonable means to guard against a Condition of Shortage in the quantity of Project Water to be
821 made available to the Contractor pursuant to this Contract. In the event the Contracting Officer
822 determines that a Condition of Shortage appears probable, the Contracting Officer will notify the
823 Contractor of said determination as soon as practicable.

824 (b) If there is a Condition of Shortage because of inaccurate runoff forecasting
825 or other similar operational errors affecting the Project; drought, and other physical or natural
826 causes beyond the control of the Contracting Officer; or actions taken by the Contracting Officer
827 to meet current and future legal obligations, then, except as provided in subdivision (a) of Article
828 17 of this Contract, no liability shall accrue against the United States or any of its officers,
829 agents, or employees for any damage, direct or indirect, arising therefrom.

830 (c) The United States shall not execute contracts which together with this
831 Contract, shall in the aggregate provide for furnishing Class 1 Water in excess of 800,000 acre-
832 feet per Year or Class 2 Water in excess of 1,401,470 acre-feet per Year; *Provided, That*, subject
833 to subdivision (l) of Article 3 of this Contract, the limitation placed on Class 2 Water contracts
834 shall not prohibit the United States from entering into temporary contracts of one year or less in

835 duration for delivery of Project Water to other entities if such water is not necessary to meet the
836 schedules as may be submitted by all Friant Division Project Contractors entitled to receive Class
837 1 Water and/or Class 2 Water under their contracts. Nothing in this subdivision shall limit the
838 Contracting Officer's ability to take actions that result in the availability of new water supplies to
839 be used for Project purposes and allocating such new supplies; Provided, That the Contracting
840 Officer shall not take such actions until after consultation with the Friant Division Project
841 Contractors.

842 (d) The Contracting Officer shall not deliver any Class 2 Water pursuant to
843 this or any other contract heretofore or hereafter entered into any Year unless and until the
844 Contracting Officer determines that the cumulative total quantity of Class 1 Water specified in
845 subdivision (c) of this Article of this Contract will be available for delivery in said Year. If the
846 Contracting Officer determines there is or will be a shortage in any Year in the quantity of
847 Class 1 Water available for delivery, the Contracting Officer shall apportion the available Class 1
848 Water among all Contractors entitled to receive such water that will be made available at Friant
849 Dam in accordance with the following:

850 (1) A determination shall be made of the total quantity of Class 1
851 Water at Friant Dam which is available for meeting Class 1 Water contractual commitments, the
852 amount so determined being herein referred to as the available supply.

853 (2) The total available Class 1 supply shall be divided by the Class 1
854 Water contractual commitments, the quotient thus obtained being herein referred to as the
855 Class 1 apportionment coefficient.

856 (3) The total quantity of Class 1 Water under Article 3 of this Contract
857 shall be multiplied by the Class 1 apportionment coefficient and the result shall be the quantity of
858 Class 1 Water required to be delivered by the Contracting Officer to the Contractor for the
859 respective Year, but in no event shall such amount exceed the total quantity of Class 1 Water
860 specified in subdivision (a) of Article 3 of this Contract.

861 (e) If the Contracting Officer determines there is less than the quantity of
862 Class 2 Water which the Contractor otherwise would be entitled to receive pursuant to Article 3
863 of this Contract, the quantity of Class 2 Water which shall be furnished to the Contractor by the
864 Contracting Officer will be determined in the manner set forth in paragraphs (1), (2), and (3), of
865 subdivision (d) of this Article of this Contract substituting the term "Class 2" for the term "Class
866 1."

867 (f) In the event that in any Year there is made available to the Contractor, by
868 reason of any shortage or apportionment as provided in subdivisions (a), (d), or (e) of this Article
869 of this Contract, or any discontinuance or reduction of service as set forth in subdivision (b) of
870 Article 12 of this Contract, less than the quantity of water which the Contractor otherwise would
871 be entitled to receive hereunder, there shall be made an adjustment on account of the amounts
872 already paid to the Contracting Officer by the Contractor for Class 1 Water and Class 2 Water
873 for said Year in accordance with Article 11 of this Contract.

874 14. Omitted.

875 RULES, REGULATIONS, AND DETERMINATIONS

876 15. (a) The parties agree that the delivery of Project Water or the use of Federal877
878 facilities pursuant to this Contract is subject to Federal Reclamation law, as amended and
879 supplemented, and the rules and regulations promulgated by the Secretary of the Interior under
Federal Reclamation law.

880 (b) The Contracting Officer shall have the right to make determinations
881 necessary to administer this Contract that are consistent with its expressed and implied
882 provisions, the laws of the United States and the State of California, and the rules and regulations
883 promulgated by the Secretary of the Interior. Such determinations shall be made in consultation
884 with the Contractor.

885 (c) The terms of this Contract are subject to the Settlement and the SJRRSA.
886 Nothing in this Contract shall be interpreted to limit or interfere with the full implementation of
887 the Settlement and the SJRRSA.

888 PROTECTION OF WATER AND AIR QUALITY

889 16. (a) Omitted

890 (b) The United States will care for, operate and maintain reserved works in a
891 manner that preserves the quality of the water at the highest level possible as determined by the
892 Contracting Officer. The United States does not warrant the quality of the water delivered to the
893 Contractor and is under no obligation to furnish or construct water treatment facilities to
894 maintain or improve the quality of water delivered to the Contractor.

895 (c) The Contractor will comply with all applicable water and air pollution
896 laws and regulations of the United States and the State of California; and will obtain all required
897 permits or licenses from the appropriate Federal, State, or local authorities necessary for the
898 delivery of water by the Contractor; and shall be responsible for compliance with all Federal,
899 State, and local water quality standards applicable to surface and subsurface drainage and/or
900 discharges generated through the use of Federal or Contractor facilities or Project Water
901 provided by the Contractor within its Service Area.

902 (d) This Article shall not affect or alter any legal obligations of the Secretary
903 to provide drainage or other discharge services.

904 WATER ACQUIRED BY THE CONTRACTOR OTHER THAN FROM THE UNITED
905 STATES

906 17. (a) Omitted.

907 (b) Water or water rights now owned or hereafter acquired by the Contractor,
908 other than from the United States or adverse to the Project or its contractors (i.e., non-project
909 water), may be stored, conveyed and/or diverted through Project facilities subject to the
910 completion of appropriate environmental documentation, with the approval of the Contracting
911 Officer and the execution of any contract determined by the Contracting Officer to be necessary,
912 consistent with the following provisions:

913 (1) The Contractor may introduce non-project water into Project
914 facilities and deliver said water to lands within the Contractor's Service Area subject to payment
915 to the United States and/or to any applicable Operating Non-Federal Entity of an appropriate rate
916 as determined by the Contracting Officer. In addition, if electrical power is required to pump
917 non-project water, the Contractor shall be responsible for obtaining the necessary power and
918 paying the necessary charges therefor.

919 (2) Delivery of such non-project water in and through Project facilities
920 shall only be allowed to the extent such deliveries do not: (i) interfere with other Project
921 purposes as determined by the Contracting Officer; (ii) reduce the quantity or quality of water
922 available to other Project Contractors; (iii) interfere with the delivery of contractual water
923 entitlements to any other Project Contractors; or (iv) interfere with the physical maintenance of
924 the Project facilities.

925 (3) Neither the United States nor the Operating Non-Federal Entity
926 shall be responsible for control, care or distribution of the non-project water before it is
927 introduced into or after it is delivered from the Project facilities. The Contractor hereby releases
928 and agrees to defend and indemnify the United States and the Operating Non-Federal Entity, and
929 their respective officers, agents, and employees, from any claim for damage to persons or
930 property, direct or indirect, resulting from Contractor’s diversion or extraction of non-project
931 water from any source.

932 (4) Diversion of such non-project water into Project facilities shall be
933 consistent with all applicable laws, and if involving groundwater, consistent with any
934 groundwater management plan for the area from which it was extracted.

935 (5) After Project purposes are met, as determined by the Contracting
936 Officer, the United States and the Contractor shall share priority to utilize the remaining capacity
937 of the facilities declared to be available by the Contracting Officer for conveyance and
938 transportation of non-project water prior to any such remaining capacity being made available to
939 non-project contractors.

940 OPINIONS AND DETERMINATIONS

941 18. (a) Where the terms of this Contract provide for actions to be based upon the
942 opinion or determination of either party to this Contract, said terms shall not be construed as
943 permitting such action to be predicated upon arbitrary, capricious, or unreasonable opinions or
944 determinations. Both parties, notwithstanding any other provisions of this Contract, expressly
945 reserve the right to seek relief from and appropriate adjustment for any such arbitrary, capricious,
946 or unreasonable opinion or determination. Each opinion or determination by either party shall be

947 provided in a timely manner. Nothing in this Article of this Contract is intended to or shall affect
948 or alter the standard of judicial review applicable under Federal law to any opinion or
949 determination implementing a specific provision of Federal law embodied in statute or
950 regulation.

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

956 COORDINATION AND COOPERATION

957 19. (a) In order to further their mutual goals and objectives, the Contracting
958 Officer and the Contractor shall communicate, coordinate, and cooperate with each other, and
959 with other affected Project Contractors, in order to improve the operation and management of the
960 Project. The communication, coordination, and cooperation regarding operations and
961 management shall include, but not limited to, any action which will or may materially affect the
962 quantity or quality of Project Water supply, the allocation of Project Water supply, and Project
963 financial matters including, but not limited to, budget issues. The communication, coordination,
964 and cooperation provided for hereunder shall extend to all provisions of this Contract. Each
965 party shall retain exclusive decision making authority for all actions, opinions, and
966 determinations to be made by the respective party.

967 (b) It is the intent of the Secretary to improve water supply reliability. To
968 carry out this intent:

969 (1) The Contracting Officer will, at the request of the Contractor,
970 assist in the development of integrated resource management plans for the Contractor. Further,
971 the Contracting Officer will, as appropriate, seek authorizations for implementation of
972 partnerships to improve water supply, water quality, and reliability.

973 (2) The Secretary will, as appropriate, pursue program and project
974 implementation and authorization in coordination with Project Contractors to improve the water
975 supply, water quality, and reliability of the Project for all Project purposes.

976 (3) The Secretary will coordinate with Project Contractors and the
977 State of California to seek improved water resource management.

978 (4) The Secretary will coordinate actions of agencies within the
979 Department of the Interior that may impact the availability of water for Project purposes.

980 (5) The Contracting Officer shall periodically, but not less than
981 annually, hold division level meetings to discuss Project operations, division level water
982 management activities, and other issues as appropriate.

983 (c) Without limiting the contractual obligations of the Contracting Officer
984 hereunder, nothing in this Contract shall be construed to limit or constrain the Contracting
985 Officer's ability to communicate, coordinate, and cooperate with the Contractor or other
986 interested stakeholders or to make decisions in a timely fashion as needed to protect health,
987 safety, physical integrity of structures or facilities, or the Contracting Officer's ability to comply
988 with applicable laws.

989

CHARGES FOR DELINQUENT PAYMENTS

990 20. (a) The Contractor shall be subject to interest, administrative, and penalty
991 charges on delinquent payments. If a payment is not received by the due date, the
992 Contractor shall pay an interest charge on the delinquent payment for each day the payment
993 is delinquent beyond the due date. If a payment becomes 60 days delinquent, the
994 Contractor shall pay, in addition to the interest charge, an administrative charge to
995 cover additional costs of billing and processing the delinquent payment. If a payment is
996 delinquent 90 days or more, the Contractor shall pay, in addition to the interest and
997 administrative charges, a penalty charge for each day the payment is delinquent beyond the
998 due date, based on the remaining balance of the payment due at the rate of 6 percent per
999 year. The Contractor shall also pay any fees incurred for debt collection services associated
1000 with a delinquent payment.

1001 (b) The interest rate charged shall be the greater of either the rate prescribed
1002 quarterly in the Federal Register by the Department of the Treasury for application to
1003 overdue payments, or the interest rate of 0.5 percent per month. The interest rate charged
1004 will be determined as of the due date and remain fixed for the duration of the delinquent
1005 period.

1006 (c) When a partial payment on a delinquent account is received, the amount
1007 received shall be applied first to the penalty charges, second to the administrative charges,
1008 third to the accrued interest, and finally to the overdue payment.

1009

EQUAL EMPLOYMENT OPPORTUNITY

1010 21. During the performance of this Contract, the Contractor agrees as follows:

1011 (a) The Contractor will not discriminate against any employee or applicant
1012 for employment because of race, color, religion, sex, sexual orientation, gender identity, or
1013 national origin. The Contractor will take affirmative action to ensure that applicants are
1014 employed, and that employees are treated during employment, without regard to their race,
1015 color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall
1016 include, but not be limited to, the following: employment, upgrading, demotion, or
1017 transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other
1018 forms of compensation; and selection for training, including apprenticeship. The Contractor
1019 agrees to post in conspicuous places, available to employees and applicants for employment,
1020 notices to be provided by the Contracting Officer setting forth the provisions of this
1021 nondiscrimination clause.

1022 (b) The Contractor will, in all solicitations or advertisements for employees
1023 placed by or on behalf of the Contractor, state that all qualified applicants will receive

1024 consideration for employment without regard to race, color, religion, sex, sexual orientation,
1025 gender identity, or national origin.

1026 (c) The Contractor will not discharge or in any other manner discriminate
1027 against any employee or applicant for employment because such employee or applicant has
1028 inquired about, discussed, or disclosed the compensation of the employee or applicant or
1029 another employee or applicant. This provision shall not apply to instances in which an
1030 employee who has access to the compensation information of other employees or applicants as
1031 part of such employee's essential job functions discloses the compensation of such other
1032 employees or applicants to individuals who do not otherwise have access to such information,
1033 unless such disclosure is in response to a formal complaint or charge, in furtherance of an
1034 investigation, proceeding, hearing, or action, including an investigation conducted by the
1035 employer, or is consistent with the Contractor's legal duty to furnish information.

1036 (d) The Contractor will send to each labor union or representative of
1037 workers with which it has a collective bargaining agreement or other contract or understanding,
1038 a notice, to be provided by the Contracting Officer, advising the labor union or workers'
1039 representative of the Contractor's commitments under section 202 of Executive Order No.
1040 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places
1041 available to employees and applicants for employment.

1042 (e) The Contractor will comply with all provisions of Executive Order No.
1043 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary
1044 of Labor.

1045 (f) The Contractor will furnish all information and reports required by
1046 Executive Order No. 11246 of Sept. 24, 1965, and by the rules, regulations, and orders of
1047 the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and
1048 accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation
1049 to ascertain compliance with such rules, regulations, and orders.

1050 (g) In the event of the Contractor's noncompliance with the
1051 nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this
1052 Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may
1053 be declared ineligible for further Government contracts in accordance with procedures
1054 authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may
1055 be imposed and remedies invoked as provided in Executive Order No. 11246 of Sept. 24,
1056 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by
1057 law.

1058 (h) The Contractor will include the provisions of paragraphs (a) through (g)
1059 in every subcontract or purchase order unless exempted by the rules, regulations, or orders
1060 of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of Sept.

1061 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The
1062 Contractor will take such action with respect to any subcontract or purchase order as may be
1063 directed by the Secretary of Labor as a means of enforcing such provisions, including
1064 sanctions for noncompliance: *Provided, however, That* in the event the Contractor
1065 becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a
1066 result of such direction, the Contractor may request the United States to enter into such
1067 litigation to protect the interests of the United States.

1068 GENERAL OBLIGATION – BENEFITS CONDITIONED UPON PAYMENT

1069 22. (a) The obligation of the Contractor to pay the United States as provided in
1070 this Contract is a general obligation of the Contractor notwithstanding the manner in which the
1071 obligation may be distributed among the Contractor's water users and notwithstanding the default
1072 of individual water users in their obligation to the Contractor.

1073 (b) The payment of charges becoming due pursuant to this Contract is a
1074 condition precedent to receiving benefits under this Contract. The United States shall not make
1075 water available to the Contractor through Project facilities during any period in which the
1076 Contractor is in arrears in the advance payment of water rates due the United States. The
1077 Contractor shall not deliver water under the terms and conditions of this Contract for lands or
1078 parties that are in arrears in the advance payment of water rates as levied or established by the
1079 Contractor.

1080 (c) With respect to subdivision (b) of this Article of this Contract, the
1081 Contractor shall have no obligation to require advance payment for water rates which it levies.

1082 COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

1083 23. (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964
1084 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V, as
1085 amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135, Title
1086 III; 42 U.S.C. 6101, et seq.), Title II of the Americans with Disabilities Act of 1990 (Pub. L. 101-
1087 336; 42 U.S.C. § 12131, et seq.), and any other applicable civil rights laws, and with the
1088 applicable implementing regulations and any guidelines imposed by the U.S.
1089 Department of the Interior and/or Bureau of Reclamation.

1090 (b) These statutes prohibit any person in the United States from being
1091 excluded from participation in, being denied the benefits of, or being otherwise subjected to
1092 discrimination under any program or activity receiving financial assistance from the Bureau
1093 of Reclamation on the grounds of race, color, national origin, disability, or age. By
1094 executing this Contract, the Contractor agrees to immediately take any measures necessary

1095 to implement this obligation, including permitting officials of the United States to inspect
1096 premises, programs, and documents.

1097 (c) The Contractor makes this Contract in consideration of and for the
1098 purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other
1099 Federal financial assistance extended after the date hereof to the Contractor by the Bureau
1100 of Reclamation, including installment payments after such date on account of
1101 arrangements for Federal financial assistance which were approved before such date.
1102 The Contractor recognizes and agrees that such Federal assistance will be extended in
1103 reliance on the representations and agreements made in this Article and that the United
1104 States reserves the right to seek judicial enforcement thereof.

1105 (d) Complaints of discrimination against the Contractor shall be investigated
1106 by the Contracting Officer's Office of Civil Rights.

1107

1108 24. Omitted.

1109 CONTRACTOR TO PAY CERTAIN MISCELLANEOUS COSTS

1110 25. In addition to all other payments to be made by the Contractor pursuant to this
1111 Contract, the Contractor shall pay to the United States, within sixty (60) days after receipt of a
1112 bill and detailed statement submitted by the Contracting Officer to the Contractor for such
1113 specific items of direct cost incurred by the United States for work requested by the Contractor
1114 associated with this Contract plus indirect costs in accordance with applicable Bureau of
1115 Reclamation policies and procedures. All such amounts referred to in this Article of this
1116 Contract shall not exceed the amount agreed to in writing in advance by the Contractor. This
1117 Article of this Contract shall not apply to costs for routine contract administration.

1118 WATER CONSERVATION

1119 26. (a) Prior to the delivery of water provided from or conveyed through
1120 Federally constructed or Federally financed facilities pursuant to this Contract, the
1121 Contractor shall develop a water conservation plan, as required by subsection 210(b) of the

1122 Reclamation Reform Act of 1982 and 43 C.F.R. 427.1 (Water Conservation Rules and
1123 Regulations).

1124 Additionally, an effective water conservation and efficiency program shall be based on the
1125 Contractor's water conservation plan that has been determined by the Contracting Officer to meet
1126 the conservation and efficiency criteria for evaluating water conservation plans established under
1127 Federal law. The water conservation and efficiency program shall contain definite water
1128 conservation objectives, appropriate economically feasible water conservation measures, and
1129 time schedules for meeting those objectives. Continued Project Water delivery pursuant to this
1130 Contract shall be contingent upon the Contractor's continued implementation of such water
1131 conservation program. In the event the Contractor's water conservation plan or any revised water
1132 conservation plan completed pursuant to subdivision (d) of this Article of this Contract have not
1133 yet been determined by the Contracting Officer to meet such criteria, due to circumstances which
1134 the Contracting Officer determines are beyond the control of the Contractor, water deliveries
1135 shall be made under this Contract so long as the Contractor diligently works with the Contracting
1136 Officer to obtain such determination at the earliest practicable date, and thereafter the Contractor
1137 immediately begins implementing its water conservation and efficiency program in accordance
1138 with the time schedules therein.

1139 (b) Should the amount of M&I Water Delivered pursuant to subdivision (a) of
1140 Article 3 of this Contract equal or exceed two thousand (2,000) acre-feet per Year, the
1141 Contractor shall implement the Best Management Practices identified by the time frames issued
1142 by the Mid-Pacific Region's then-existing conservation and efficiency criteria for such

1143 M&I Water unless any such practice is determined by the Contracting Officer to be inappropriate
1144 for the Contractor.

1145 (c) The Contractor shall submit to the Contracting Officer a report on the
1146 status of its implementation of the water conservation plan on the reporting dates specified in the
1147 then-existing conservation and efficiency criteria established under Federal law.

1148 (d) At five (5) -year intervals, the Contractor shall revise its water
1149 conservation plan to reflect the then-existing conservation and efficiency criteria for evaluating
1150 water conservation plans established under Federal law and submit such revised water
1151 management plan to the Contracting Officer for review and evaluation. The Contracting Officer
1152 will then determine if the water conservation plan meets Reclamation's then-existing
1153 conservation and efficiency criteria for evaluating water conservation plans established under
1154 Federal law.

1155 (e) If the Contractor is engaged in direct groundwater recharge, such activity
1156 shall be described in the Contractor's water conservation plan.

1157 EXISTING OR ACQUIRED WATER OR WATER RIGHTS

1158 27. Except as specifically provided in Article of this Contract, the provisions of this
1159 Contract shall not be applicable to or affect non-project water or water rights now owned or
1160 hereafter acquired by the Contractor or any user of such water within the Contractor's Service
1161 Area. Any such water shall not be considered Project Water under this Contract. In addition,
1162 this Contract shall not be construed as limiting or curtailing any rights which the Contractor or
1163 any water user within the Contractor's Service Area acquires or has available under any other
1164 contract pursuant to Federal Reclamation law.

1165 OPERATION AND MAINTENANCE BY THE OPERATING NON-FEDERAL ENTITY

1166 28. (a) The O&M of a portion of the Project facilities which serve the Contractor,
1167 and responsibility for funding a portion of the costs of such O& M, have been transferred to the
1168 Operating Non-Federal Entity by separate agreement between the United States and the
1169 Operating Non-Federal Entity. That separate agreement shall not interfere with or affect the
1170 rights or obligations of the Contractor or the United States hereunder.

1171 (b) The Contracting Officer has previously notified the Contractor in writing
1172 that the O&M of a portion of the Project facilities which serve the Contractor has been
1173 transferred to the Operating Non-Federal Entity, and therefore, the Contractor shall pay directly
1174 to the Operating Non-Federal Entity, or to any successor approved by the Contracting Officer
1175 under the terms and conditions of the separate agreement between the United States and the
1176 Operating Non-Federal Entity described in subdivision (a) of this Article of this Contract, all
1177 rates, charges or assessments of any kind, including any assessment for reserve funds, which the
1178 Operating Non-Federal Entity or such successor determines, sets or establishes for (i) the O&M
1179 of the portion of the Project facilities operated and maintained by the Operating Non-Federal
1180 Entity or such successor, or (ii) the Friant Division's share of the operation, maintenance and
1181 replacement costs for physical works and appurtenances associated with the Tracy Pumping
1182 Plant, the Delta-Mendota Canal, the O'Neill Pumping/Generating Plant, the federal share of the
1183 O'Neill Forebay, the Mendota Pool, and the federal share of San Luis Unit joint use conveyance
1184 and conveyance pumping facilities. Such direct payments to the Operating Non-Federal Entity
1185 or such successor shall not relieve the Contractor of its obligation to pay directly to the United
1186 States the Contractor's share of the Project Rates, Charges, and Tiered Pricing Components

1187 except to the extent the Operating Non-Federal Entity collects payments on behalf of the United
1188 States in accordance with the separate agreement identified in subdivision (a) of this Article of
1189 this Contract.

1190 (c) For so long as the O&M of any portion of the Project facilities serving the
1191 Contractor is performed by the Operating Non-Federal Entity, or any successor thereto, the
1192 Contracting Officer shall adjust those components of the Rates for Water Delivered under this
1193 Contract representing the cost associated with the activity being performed by the Operating
1194 Non-Federal Entity or its successor.

1195 (d) In the event the O&M of the Project facilities operated and maintained by
1196 the Operating Non-Federal Entity is re-assumed by the United States during the term of this
1197 Contract, the Contracting Officer shall so notify the Contractor, in writing, and present to the
1198 Contractor a revised Exhibit "B" which shall include the portion of the Rates to be paid by the
1199 Contractor for Project Water under this Contract representing the O &M costs of the portion of
1200 such Project facilities which have been re-assumed. The Contractor shall, thereafter, in the
1201 absence of written notification from the Contracting Officer to the contrary, pay the Rates,
1202 Charges, and Tiered Pricing Component(s) specified in the revised Exhibit "B" directly to the
1203 United States in compliance with Article 7 of this Contract.

1204 CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

1205 29. The expenditure or advance of any money or the performance of any obligation of
1206 the United States under this Contract shall be contingent upon appropriation or allotment of
1207 funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any
1208 obligations under this Contract. No liability shall accrue to the United States in case funds are
1209 not appropriated or allotted.

1210 BOOKS, RECORDS, AND REPORTS

1211 30. (a) The Contractor shall establish and maintain accounts and other books and
1212 records pertaining to administration of the terms and conditions of this Contract, including the
1213 Contractor's financial transactions; water supply data; project operations, maintenance, and
1214 replacement logs; project land and rights-of-way use agreements; the water users' land-use (crop
1215 census), land-ownership, land-leasing, and water-use data; and other matters that the Contracting
1216 Officer may require Reports shall be furnished to the Contracting Officer in such form and on
1217 such date or dates as the Contracting Officer may require. Subject to applicable Federal laws
1218 and regulations, each party to this Contract shall have the right during office hours to examine
1219 and make copies of the other party's books and records relating to matters covered by this
1220 Contract.

1221 (b) Notwithstanding the provisions of subdivision (a) of this Article of this
1222 Contract, no books, records, or other information shall be requested from the Contractor by the
1223 Contracting Officer unless such books, records, or information are reasonably related to the
1224 administration or performance of this Contract. Any such request shall allow the Contractor a
1225 reasonable period of time within which to provide the requested books, records, or information.

1226 (c) At such time as the Contractor provides information to the Contracting
1227 Officer pursuant to subdivision (a) of this Article of this Contract, a copy of such information
1228 shall be provided to the Operating Non-Federal Entity.

1229 ASSIGNMENT LIMITED – SUCCESSORS AND ASSIGNS OBLIGATED

1230 31. (a) The provisions of this Contract shall apply to and bind the successors and
1231 assigns of the parties hereto, but no assignment or transfer of this Contract or any right or interest
1232 therein by either party shall be valid until approved in writing by the other party.

1233 (b) The assignment of any right or interest in this Contract by either party
1234 shall not interfere with the rights or obligations of the other party to this Contract absent the
1235 written concurrence of said other party.

1236 (c) The Contracting Officer shall not unreasonably condition or withhold
1237 approval of any proposed assignment.

1238 SEVERABILITY

1239 32. In the event that a person or entity who is neither (i) a party to a Project contract,
1240 nor (ii) a person or entity that receives Project Water from a party to a Project contract, nor (iii)
1241 an association or other form of organization whose primary function is to represent parties to
1242 Project contracts, brings an action in a court of competent jurisdiction challenging the legality or
1243 enforceability of a provision included in this Contract and said person, entity, association, or
1244 organization obtains a final court decision holding that such provision is legally invalid or
1245 unenforceable and the Contractor has not intervened in that lawsuit in support of the plaintiff(s),
1246 the parties to this Contract shall use their best efforts to (i) within thirty (30) days of the date of
1247 such final court decision identify by mutual agreement the provisions in this Contract which
1248 must be revised and (ii) within three (3) months thereafter promptly agree on the appropriate
1249 revision(s). The time periods specified above may be extended by mutual agreement of the
1250 parties. Pending the completion of the actions designated above, to the extent it can do so
1251 without violating any applicable provisions of law, the United States shall continue to make the
1252 quantities of Project Water specified in this Contract available to the Contractor pursuant to the
1253 provisions of this Contract which were not found to be legally invalid or unenforceable in the
1254 final court decision.

1255 RESOLUTION OF DISPUTES

1256 33. Should any dispute arise concerning any provisions of this Contract, or the
1257 parties' rights and obligations thereunder, the parties shall meet and confer in an attempt to

1258 resolve the dispute. Prior to the Contractor commencing any legal action, or the Contracting
1259 Officer referring any matter to Department of Justice, the party shall provide to the other party
1260 thirty (30) days written notice of the intent to take such action; *Provided, That* such notice shall
1261 not be required where a delay in commencing an action would prejudice the interests of the party
1262 that intends to file suit. During the thirty (30) day notice period, the Contractor and the
1263 Contracting Officer shall meet and confer in an attempt to resolve the dispute. Except as
1264 specifically provided, nothing herein is intended to waive or abridge any right or remedy that the
1265 Contractor or the United States may have.

1266 OFFICIALS NOT TO BENEFIT

1267 34. No Member of or Delegate to the Congress, Resident Commissioner, or official of
1268 the Contractor shall benefit from this Contract other than as a water user or landowner in the
1269 same manner as other water users or landowners.

1270 CHANGES IN CONTRACTOR'S ORGANIZATION AND/OR SERVICE AREA

1271 35. (a) While this Contract is in effect, no change may be made in the
1272 Contractor's Service Area or organization, by inclusion or exclusion of lands or by any other
1273 changes which may affect the respective rights, obligations, privileges, and duties of either the
1274 United States or the Contractor under this Contract including, but not limited to, dissolution,
1275 consolidation, or merger, except upon the Contracting Officer's written consent.

1276 (b) Within thirty (30) days of receipt of a request for such a change, the
1277 Contracting Officer will notify the Contractor of any additional information required by the
1278 Contracting Officer for processing said request, and both parties will meet to establish a mutually
1279 agreeable schedule for timely completion of the process. Such process will analyze whether the
1280 proposed change is likely to: (i) result in the use of Project Water contrary to the terms of this
1281 Contract; (ii) impair the ability of the Contractor to pay for Project Water furnished under this
1282 Contract or to pay for any Federally-constructed facilities for which the Contractor is

1283 responsible; and (iii) have an impact on any Project Water rights applications, permits, or
1284 licenses. In addition, the Contracting Officer shall comply with the National Environmental
1285 Policy Act and the Endangered Species Act. The Contractor will be responsible for all costs
1286 incurred by the Contracting Officer in this process, and such costs will be paid in accordance
1287 with Article 26 of this Contract.

1288 FEDERAL LAWS

1289 36. By entering into this Contract, the Contractor does not waive its rights to contest
1290 the validity or application in connection with the performance of the terms and conditions of this
1291 Contract of any Federal law or regulation; *Provided, That* the Contractor agrees to comply with
1292 the terms and conditions of this Contract unless and until relief from application of such Federal
1293 law or regulation to the implementing provision of the Contract is granted by a court of
1294 competent jurisdiction.

1295

1296 37. Omitted.

1297 NOTICES

1298 38. Any notice, demand, or request authorized or required by this Contract shall be
1299 deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or
1300 delivered to the Area Manager, South-Central California Area Office, 1243 N Street, Fresno,
1301 California 93721 and on behalf of the United States, when mailed, postage prepaid, or delivered
1302 to the City Council of Lindsay, P.O. Box 369, Lindsay, California, 93247. The designation of
1303 the addressee or the address may be changed by notice given in the same manner as provided in
1304 this article for other notices.

1305

MEDIUM FOR TRANSMITTING PAYMENT

1306 39. (a) All payments from the Contractor to the United States under this Contract
1307 shall be by the medium requested by the United States on or before the date payment is due. The

1308 required method of payment may include checks, wire transfers, or other types of payment
1309 specified by the United States.

1310 (b) Upon execution of the Contract, the Contractor shall furnish the
1311 Contracting Officer with the Contractor's taxpayer's identification number (TIN). The purpose
1312 for requiring the Contractor's TIN is for collecting and reporting any delinquent amounts arising
1313 out of the Contractor's relationship with the United States.

1314 CONTRACT DRAFTING CONSIDERATIONS

1315 40. This amended Contract has been negotiated and reviewed by the parties hereto,
1316 each of whom is sophisticated in the matters to which this amended Contract pertains. The
1317 double-spaced Articles of this amended Contract have been drafted, negotiated, and reviewed by
1318 the parties, and no one party shall be considered to have drafted the stated Articles. Single-
1319 spaced Articles are standard Articles pursuant to Bureau of Reclamation policy.

1320 CONFIRMATION OF CONTRACT

1321 41. Promptly after the execution of this amended Contract, the Contractor will
1322 provide evidence to the Contracting Officer that, pursuant to the laws of the State of California,
1323 the Contractor is a legally constituted entity and the Contract is lawful, valid, and binding on the
1324 Contractor. This Contract will not be binding on the United States until the Contractor provides
1325 evidence to the Contracting Officer's satisfaction. In addition to other forms of evidence to meet
1326 the requirements of this Article, the Contractor may provide or the Contracting Officer may
1327 require a certified copy of a final decree of a court of competent jurisdiction in the State of
1328 California, confirming the proceedings on the part of the Contractor for the authorization of the
1329 execution of this Contract.

1330 Under California law, there is no requirement for court validation proceedings or
1331 decrees for municipal contractors.

1332 IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day
1333 and year first above written.

1334 THE UNITED STATES OF AMERICA

1335 By: _____
1336 Regional Director
1337 Interior Region 10: California-Great Basin
1338 Bureau of Reclamation

1339 (SEAL) CITY OF LINDSAY

1340 By: _____
1341 Mayor

1342 Attest:

1343 By: _____
1344 City Clerk

1345 Approved as to form:

1346 By: _____
1347 City Attorney

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

CONTRACT BETWEEN THE UNITED STATES
AND
CITY OF LINDSAY
PROVIDING FOR PROJECT WATER SERVICE
FROM FRIANT DIVISION AND FACILITIES REPAYMENT

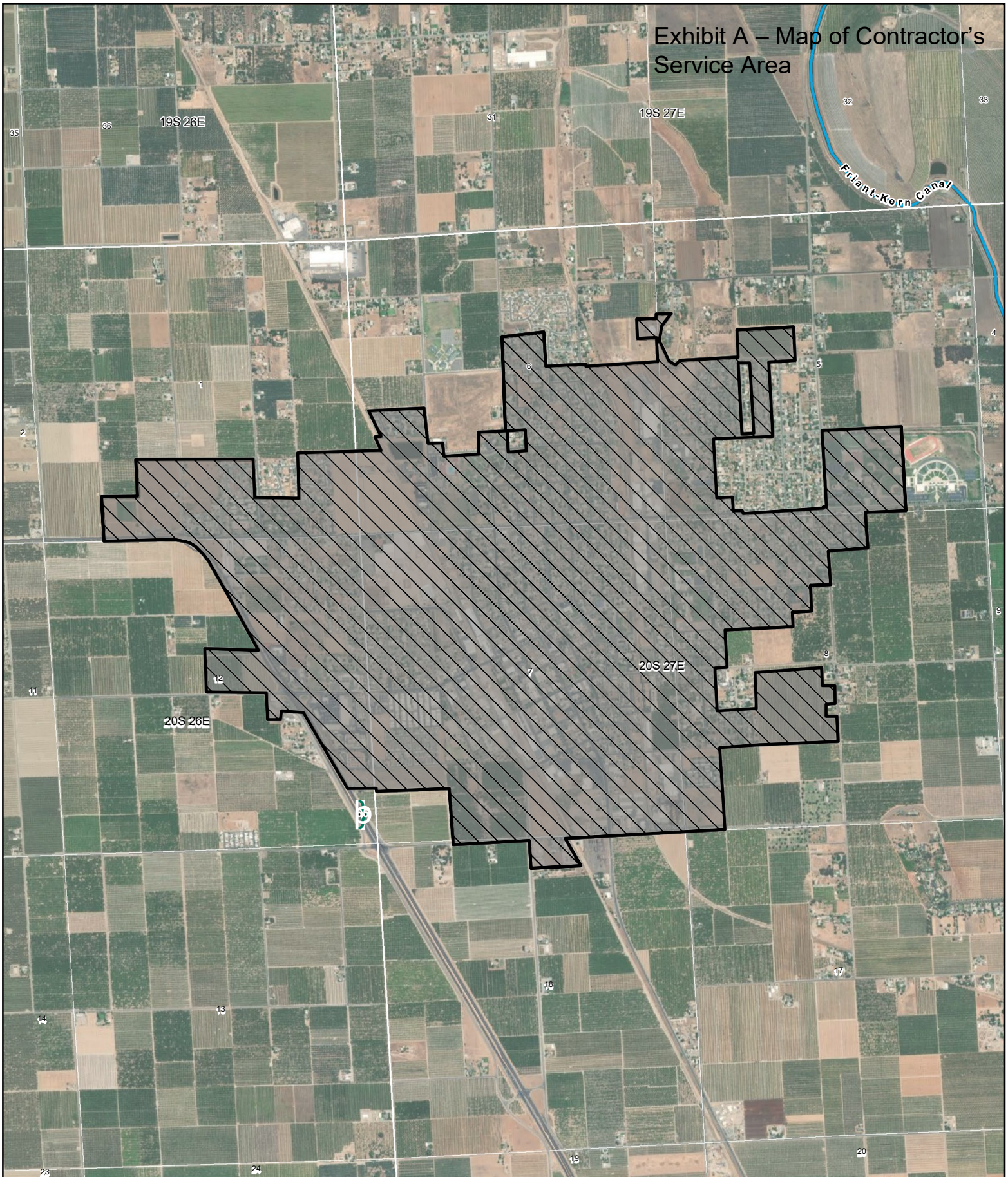
Exhibits



Exhibit A – Map of Contractor’s Service Area

Exhibit B – Rates and Charges

Exhibit C – Repayment Obligation

Exhibit A – Map of Contractor's Service Area



-  District Boundary
-  Contractor's Service Area

City of Lindsay

Contract No. 5-07-20-W0428-LTR1-P
Exhibit A



— BUREAU OF —
RECLAMATION

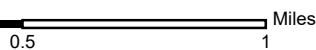


EXHIBIT B
CITY OF LINDSAY
2021 Rates and Charges
(Per Acre-Foot)

	M&I Water
COST-OF-SERVICE (COS) RATES	
Construction Cost	\$ -
O&M Components	
Water Marketing	\$ 5.97
Storage	\$ 24.62
Conveyance	\$ -
Conveyance Pumping	\$ -
Deficit Cost	\$ 0.62
TOTAL COS RATE	\$ 31.21
CHARGES AND ASSESSMENTS <i>(Payment in addition to COS rates)</i>	
P.L. 102-575 Surcharges	
Restoration Fund Payment [Section 3407(d)(2)(A)]	\$ 22.23
Friant Surcharge [Section 3406(c)(1)]	\$ 7.00
P.L. 106-377 Assessments	
Trinity Public Utilities District [Appendix B, Section 203]	\$ 0.15

EXPLANATORY NOTES

Additional details of the rate components are available on the Internet at

<http://www.usbr.gov/mp/cvpwaterrates/ratebooks/index.html>

Exhibit C[@]

Repayment Obligation - Current Calculation under the WIIN Act, Section 4011 (a) (2)

Unpaid Construction Cost from the 2021 Water Rate Books*
--

Contractor: City of Lindsay
Facility: Friant-Kern Canal
Contract: 5-07-20-W0428-LTR1-P

Irrigation Construction Cost (2021 Irrigation Ratebook, Schedule A-2Ba)		
	Unpaid Cost	Discount
Construction Cost	\$ -	
2020 Repayment (Estimate) **	\$ -	
Adjusted Construction Cost	\$ -	\$ -
Intertie Construction Cost (N/A):	\$ -	\$ -
Total	\$ -	\$ -
If Paid in Installments (Used 20 yr CMT)		
Due****		
Payment 1 7/1/2021		\$ -
Payment 2 7/1/2022		\$ -
Payment 3 7/1/2023		\$ -
Payment 4 7/1/2024		\$ -
Total Installment Payments		\$ -
20 yr CMT Rates - N/A		0.000%
Discount Rate (1/2 of the Treasury Rate per the WIIN Act, Section 4011(a)(2)(A))		0.000%

M&I Construction Cost (2021 M&I Ratebook, Sch A-2Ba)	
	Unpaid Cost
Construction Cost:	\$ (28,050)
2020 Repayment (Estimate) **	\$ -
Adjusted Construction Cost***:	\$ (28,050)

Calculation Support: Irrigation Lump Sum or First Payment**** 7/1/2021
 Days Until the End of the Fiscal Year 91

Fiscal Yr	Unpaid Allocated Construction Cost			Unpaid Intertie Construction Cost			Total
	Beginning Balance	Straight Line Repayment	Present Value	Beginning Balance	Straight Line Repayment	Present Value	Present Values
2021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2023	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2025	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2026	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2027	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2028	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2029	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2030	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2031-63			\$ -	\$ -	\$ -	\$ -	\$ -
Total, Lump Sum Payment			\$ -			\$ -	\$ -
Amount of Reduction, Lump Sum			\$ -			\$ -	\$ -

* Costs are assumed to be paid and all charges are assumed to be accurate. If at a later date charges are determined to need update, they are still required. Also, unpaid charges are still a requirement under contract.

** 2020 Repayment is based on a conservative estimate. If not sufficient, the remainder will be billed.

*** Excludes Interest to payment date as Interest will be computed as an annual expense as usual.

**** Contractor has 60 days from the effective date of the contract or installment dates to make payment.

@To be updated. The WIIN Act requires us to have a Constant Maturity Treasury rate based on the effective date of the contract.



STAFF REPORT

TO: Lindsay City Council
FROM: Neyba Amezcua, Acting Director of City Services and Planning &
Mayra Espinoza-Martinez, City Clerk
DEPARTMENT: City Services and Planning
ITEM NO.: 12.1
MEETING DATE: October 12, 2021

ACTION & RECOMMENDATION

First Reading of **Ordinance 590**, Amending Chapter 8.34 of Title 8 of the Lindsay Municipal Code, Amending Organic Waste Recycling.

BACKGROUND | ANALYSIS

The goal of Senate Bill 1383 (SB 1383) is to reduce methane emissions (“short-lived climate pollutants”) from landfills that are generated by the disposal of food waste, yard waste and other organic materials. SB 1383 also includes a variety of mandates that will take effect on January 1, 2022. These requirements will impact commercial and residential, schools, and special districts waste collection, city procurement practices, edible food recovery efforts, recordkeeping and reporting, ordinances and policies, education, outreach, and enforcement.

SB 1383 establishes targets to achieve a 50 percent reduction in the level of the statewide disposal of organic waste from the 2014 level by 2020, and a 75 percent reduction by 2025. It establishes an additional target that not less than 20 percent of edible food that is currently disposed of is recovered for human consumption by 2025.

To achieve these reductions, CalRecycle, which oversees State recycling and waste management programs, issued a sweeping set of prescriptive regulations for cities and counties in November 2020. These requirements must be implemented on January 1, 2022, and local jurisdictions must begin enforcement no later than January 1, 2024.

Below is a summary of key major requirements for cities:

- Collect organic waste from commercial businesses that meet generation thresholds and from single-family residential households and multifamily complexes.
- Conduct education and outreach to all affected parties.
- Utilize a color-specific, bin-based system to collect recycling, organics, and trash.
- Establish an edible food recovery program starting with larger food service businesses such as grocery stores and expanding to larger restaurants and events and event venues.
- Procure recycled organic waste products (i.e., compost, mulch, and renewable natural gas) and electricity derived from biomass conversion at levels based on City population.



STAFF REPORT

- Establish (via ordinance and otherwise) all required enforcement protocols that include a schedule of fines for non-compliant accounts. This ordinance must match State-developed standards, including a minimum fine structure.
- Prepare ordinances for organic-related construction and demolition debris.

SB 1383 is the most significant waste reduction mandate the State of California has adopted in the last 30 years. Since the law establishes statewide targets, a prescriptive approach to compliance is being used by the State. This is very different from AB 939 (Integrated Waste Management Act), which set jurisdictional waste diversion mandates and allowed local governments to develop their own programs for reaching compliance. SB 1383 builds on and incorporates the State's current mandatory commercial organics and recycling requirements (AB 341 and AB 1826). Similar to these existing requirements, SB 1383 places responsibility on the jurisdiction to ensure compliance by regulated accounts.

Failure to enact and undertake all SB 1383 responsibilities will result in the city being deemed non-compliant and subject to fines of up to \$10,000 per day. While the State is suggesting that 2022 and 2023 will be non-adversarial years where the State will only provide guidance and technical assistance, the regulations do not preclude fines being levied on the City during this two-year "grace" period.

The city recently renewed its contract with franchise solid waste hauler, Mid Valley Disposal (MVD). City staff is working in partnership with MVD staff to evaluate the impacts of SB 1383 on the City's solid waste collection and disposal structure and incorporate changes of collection to meet new organics waste and recycling measures. Increases in waste collection services fees were recently adopted and are expected to provide financial support for implementation of the SB 1383 required measures.

The City has determined that the proposed amendment would be categorically exempt from California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15060(c)(2) and (c)(3).

FISCAL IMPACT

All refuse collection and disposal costs (as well as recycling efforts) are included in Fund 554, Refuse Enterprise Fund.

As these are new collection, recycling, educational and reporting requirements, analysis of impacts to Fund 554 will require close monitoring to confirm increases are sufficient now and into the future to carry out state mandates requirements of SB 1383.

ATTACHMENTS

- Ordinance 590 – Redline Copy

Ordinance No. 590

AN ORDINANCE OF THE COUNCIL OF THE CITY OF LINDSAY AMENDING CHAPTER 8.34 OF TITLE 8 OF THE LINDSAY MUNICIPAL CODE, AMENDING ORGANIC WASTE RECYCLING

Section 1. PURPOSE.

The City of Lindsay finds and declares:

Section 2. FINDINGS.

WHEREAS, State recycling law, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) Solid Waste generated in their Jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment;

WHEREAS, State recycling law, Assembly Bill 341 of 2011 (approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, as amended, supplemented, superseded and replaced from time to time), places requirements on businesses and Multifamily property owners that generate a specified threshold amount of Solid Waste to arrange for recycling services and requires Jurisdictions to implement a Mandatory Commercial Recycling program;

WHEREAS, State organics recycling law, Assembly Bill 1826 of 2014 (approved by the Governor of the State of California on September 28, 2014, which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time), requires businesses and Multifamily property owners that generate a specified threshold amount of Solid Waste, Recycling, and Organic Waste per week to arrange for recycling services for that waste, requires Jurisdictions to implement a recycling program to divert Organic Waste from businesses subject to the law, and requires Jurisdictions to implement a Mandatory Commercial Organics Recycling program;

WHEREAS, SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including Jurisdictions, residential households, Commercial Businesses and business owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of Statewide Organic Waste disposal reduction targets;

WHEREAS, SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires Jurisdictions to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations. This ordinance will also help reduce food insecurity by requiring Commercial Edible Food Generators to arrange to have the maximum amount of their Edible Food, that would otherwise be disposed, be recovered for human consumption.

Section 3. CODE ADOPTION.

Chapter 8.34 of Title 8 is hereby enacted and added to the City of Lindsay Municipal Code to read in its entirety as follows”

**Chapter 8.34
ORGANIC WASTE RECYLING**

8.34.010. Definitions

8.34.020. Mandatory Service

~~8.34.020. Availability of Organic Recycling Service; Hauler Requirements~~

8.34.030. Organic Waste Generators

8.34.040. Waivers

8.34.050. Commercial Edible Food Generators

8.34.060. Food Recovery Organizations and Services

8.34.070. Haulers and Facility Operators

8.34.080. Self-Hauler Requirements

8.34.090. Inspections and Investigations

8.34.100. Enforcement

8.34.110. Procurement Requirements for City Departments, Direct Service Providers, and Vendors

~~8.34.030. Timing for Mandatory Commercial Organic Waste Recycling~~

~~8.34.040. Public Nuisance Declared~~

~~8.34.050. Violations~~

8.34.010. Definitions.

Notwithstanding any other provision in this code, the following words and phrases shall, for the purposes of this Chapter, have the meanings respectively ascribed to them by this section as follows.

A. Agency means the City of Lindsay.

~~B. Authorized Hauler means any person or business entity which lawfully collects, accepts, transports or otherwise processes Recyclable Materials from Generators for a fee or profit through a proper permit, business license or other regulatory structure or authorization issued by the Agency.~~

B. Blue Container means a container where either: (1) the lid of the container is blue in color or (2) the body of the container is blue in color and the lid is either blue, gray, or black in color and shall be used for the purpose of storage and collection of Source Separated Recyclable Materials.

C. Brown container means a container where either: (1) the lid of the container is brown in color or (2) the body of the container is brown in color and the lid is either brown, gray, or black in color.

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D. Collect or Collection means to take physical possession of and remove Solid Waste or Recyclable Materials at the place of generation.

E. Commercial Business or Commercial means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling.

~~C. Business means any commercial entity, including, but no limited to: proprietorship, firm, partnership, person in representative or fiduciary capacity, association, venture, trust, corporation which is organized for financial gain or for profit; or non-profit corporation or entity, or industrial or manufacturing, restaurant, retail facility, office, markets, office buildings, hotels, motels, shopping centers, and theaters.~~

~~D. A. Collect or Collection means to take physical possession of and remove Solid Waste or Recyclable Materials at the place of generation.~~

E.F. Commercial Customer means any facility that is not a residential facility and includes any commercial facility, including but not limited to, a commercial facility, restaurant, retail facility, office, manufacturing or industrial facility, markets, office buildings, hotels, motels, shopping centers, theaters, and Multi-family Dwelling units, located within the boundaries of the Agency. For the purposes of this section, school accounts are considered commercial customers. For the purposes of this section, mobile home and multifamily complexes that exceed 5 units are considered commercial.

G. Commercial Edible Food Generator means a commercial edible food generator that is one of the following:

1. Tier One

a. Supermarket

b. Grocery store with a total facility size equal to or greater than 10,000 square feet

c. Food service provider

d. Food distributor

e. Wholesale food vendor

2. Tier Two

a. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet

b. Hotel with an on-site food facility and 200 or more rooms

c. Health facility with an on-site food facility and 100 or more beds

d. Large venue is a large event that charges admission price or is operated by a local Agency

e. Large event is a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility

f. A state agency with a cafeteria with 250 or more seats or a total cafeteria facility size equal to or greater than 5,000 square feet

g. A local education agency with an on-site food facility

H. Compliance Review means a review of records by a Jurisdiction to determine compliance with this ordinance.

I. Compost means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility.

J. Container Contamination or Contaminated Container means a container, regardless of color, that contains Prohibited Container Contaminants.

~~F. Compost is defined in state law (Public Resources Code Section 40116) as the product resulting from the controlled biological decomposition of organic wastes that are source separated from the municipal waste stream, or which are separated at a centralized facility. Compost may also include the product of anaerobic digestion or other conversion technologies.~~

~~G. Compostable Material or Compostables mean green waste and other material that can be broken down into, or otherwise become part of the, usable Compost in a safe and timely manner, such as for use as soil-conditioning material. Compostable Material (California Public Resources Code Section 40116) includes vegetable, yard and wood wastes which are not hazardous waste. Compostable materials may also include disposal plastic food service ware and bags if labeled "Compostable," in accordance with the Department of the Environment regulations for easy identification, meeting the ASTM Standard Specification (D6400) for compostable plastics, and consistent with the state labeling law (California Public Resources Code Section 42359) that any plastic bag or food container labeled "compostable" must meet the ASTM Standard Specification for compostable plastics.~~

K. C&D means construction and demolition debris.

L. Designee means an entity that a city contracts with or otherwise arranges to carry out any of the City's responsibilities of this ordinance. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.

H.M. Disposal means the final disposition of Solid Waste at a permitted Landfill or other permitted solid waste disposal facility, as defined in California Public Resources Code 40192.

I.N. Diversion or Divert means the reduction or elimination of Solid Waste from solid waste disposal in accordance with California Public Resources Code 41024.

O. Edible Food means food intended for human consumption. For the purposes of this ordinance Edible Food is not Solid Waste if it is recovered and not discarded. Nothing in this ordinance requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

P. Enforcement Action means an action of the City to address non-compliance with this ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

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Q. Enforcement Official means the city manager, chief operating officer, executive director, or other executive in charge or their authorized designee(s) who is/are partially or whole responsible for enforcing the ordinance.

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R. Food Distributor means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores.

S. Food Facility means an operation that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption at the retail level (Refer to Section 113789 of the Health and Safety Code for a complete definition).

T. Food Recovery means actions to collect and distribute food for human consumption that otherwise would be disposed.

U. Food Recovery Organization means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities including, but not limited to:

1. A food bank as defined in Section 113783 of the Health and Safety Code;
2. A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
3. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

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J. Food Vendor means any and all sales outlets, stores, shops, vehicles or other places of business located or operating within the jurisdictional boundaries of the Agency that operate primarily to sell or convey foods or beverages to consumers.

V. Food Recovery Service means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery.

W. Food Scraps means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.

X. Food Service Provider means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations.

Y. Food-Soiled Paper is compostable paper material that has encounter food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

Z. Food Waste means Food Scraps, and Food-Soiled Paper.

K. Generator means a resident, owner or responsible party for a commercial facility(ies) or business, including non-residential property which generates recyclable or compostable materials as a result of its business, commercial facility(ies) or property activity. Generator may also include tenants, property managers for facilities with leased space, employees and contractors of Generator, as well as a responsible party for special events. Generator also includes the Agency, its facilities, and its nonresidential properties.

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AA. Gray Container means container used only for the purpose of storage and collection of garbage.

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BB. Green Container means a container used only for the purpose of storage and collection of Source Separated Organic Waste including food waste.

CC. Grocery Store means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments.

DD. Hauler means any person or commercial entity which lawfully Collects, hauls, or transports Solid Waste for a fee by use of any means, including but not limited to a dumpster truck, roll-off truck, side-load, front-load, rear-load garbage truck or a trailer.

EE. Hauler Route means the designated itinerary or sequence of stops for each segment of the City's collection service area.

FF. Inspection means a site visit where a city or City designee reviews records, containers, and an entity's collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this ordinance).

GG. Landfill means a permitted disposal site which accepts Solid Waste.

HH. Multi-Family Residential Dwelling means residential premises with five (5) or more dwelling units.

N. Multi-family Dwelling Units means a residential structure having multiple residences which may be classified as residential (with individual billings for each residence) or commercial (with a single billing for each complex).

II. "Non-Compostable Paper" includes but is not limited to paper that is coated in a plastic material that will not breakdown in the composting process.

II. Non-Organic Recyclables means non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics, and glass.

KK. Notice of Violation (NOV) means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties.

LL. Organic Waste means Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, lumber, wood, Paper Products, Printing and Writing Paper.

MM. Organic Waste Generator means a person or entity that is responsible for the initial creation of Organic Waste.

NN. Prohibited Container Contaminants means discarded materials that are not acceptable Recyclable Materials to be placed in the blue container; discarded materials that are not acceptable Source Separated Organic waste to be placed the green container; and discarded materials that are not acceptable to be placed in the Gray Container and Excluded Waste placed in any container.

OO. Recovered Organic Waste Products means products made from California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility.

PP. Recovery means any activity or process of diverting organic waste from the landfill, processed at an approved "Recycling Center", Composting Facility, In-Vessel Digestion Operation or Facility, Biomass Conversion Operation or Facility, or used as soil amendment for erosion control, revegetation, slope stabilization, or landscaping.

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~~OO.~~ Recycled-Content Paper means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber.

~~O.~~ Organics means the same definition as Compostable Material.

~~P.~~ Recycle or Recycling means the process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become Solid Waste and returning them for use or reuse in the form of raw materials for new, used or reconstituted products which meet the quality standard necessary to be used in the market place as defined in Public Resources Code 40180. Recycling does not include burning, incinerating, or thermally destroying solid waste, as defined in Public Resources Code Section 40201.

~~Q-RR.~~ Recycling Facility means a Recycling, material recovery or re-use facility that is fully licensed, certified and eligible under federal, state and local laws and regulations and includes those material recovery or reuse facilities or operations that receive, process, and transfer to market Recyclable and/or Compostable Materials that have been Source Separated from the Solid Waste stream. The Recycling Facility may be located at a Landfill. Recycling Facility also means a facility that produces Compost.

~~R-SS.~~ Recyclable Materials means materials that have been separated from the solid waste stream prior to disposal and returning them for use or reuse in the form of raw materials for new, used or reconstituted products which meet the quality standard necessary to be used in the market place and that are not landfilled. Recyclable Materials include any materials identified by Collector for which market exists, including, but not limited to: plastic bottles and jars, paper, cardboard, glass, newspaper, metal container, cans, as well as Compostable materials such as green waste, yard waste, and food waste.

~~TT.~~ Responsible Party means the individual or entity responsible for the Generator's management of Solid Waste and/or Recycling at the Generator's Commercial Facility, Business, nonresidential property, or Special Event.

~~S-UU.~~ Route Review means a visual Inspection of containers along a Hauler Route for the purpose of determining Container Contamination and may include mechanical Inspection methods such as the use of cameras.

~~VV.~~ Rubbish means non-putrescible Solid Waste, such as ashes, paper, cardboard, tin cans, yard waste, wood, glass, bedding, crockery, plastics, rubber-by-products and litter.

~~WW.~~ SB 1383 means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

~~T-XX.~~ SB 1383 Regulations or SB 1383 Regulatory means or refers to, for the purposes of this ordinance, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

~~U-YY.~~ Scavenging or Scavenger means the uncontrolled and unauthorized removal of Recyclable Materials at any point in the solid waste management system.

ZZ. Self-Hauler means a person, who hauls Solid Waste or Liquid Waste, Organic Waste or recyclable material they have generated using their own equipment.

V. Self Haul or Self Hauling means a Generator or Responsible Party who transports his or her own Recyclable or Compostable Materials to a Recycling Facility by using a vehicle owned by that Generator or Generator's employees or the Responsible Party rather than using the hauling services of a Franchise Hauler or Authorized Recycler.

AAA. Single-Family means of, from, or pertaining to any residential premises with fewer than five (5) units.

W. Solid Waste means all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, Trash, refuse, paper, Rubbish, ashes, industrial wastes, demolition and construction wastes, discarded home and industrial appliances, dewatered, treated or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semi-solid wastes. Solid Waste does not include hazardous waste or low-level radioactive waste defined in Health and Safety Code Section 25117 and 25141.

BBB. Solid Waste has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

1. Hazardous waste, as defined in the State Public Resources Code Section 40141.
2. Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).
3. Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code.

X. Source Separated or Source Separation means the process of removing Recyclable Materials from Solid Waste at the place of discard generation, prior to collection, into separate containers that are separately designated for Recyclables, Compostables or Trash for the purposes of Recycling.

CCC. Source Separated means materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace. For the purposes of the ordinance, Source Separated shall include separation of

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materials by the generator, property owner, property owner's employee, property manager, or property manager's employee into different containers for the purpose of collection such that Source Separated materials are separated from grey Container Waste or other Solid Waste for the purposes of collection and processing.

DDD. Source Separated Green Container Organic Waste means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate collection of Organic Waste by the generator, excluding carpets, Non-Compostable Paper, and textiles.

EEE. Source Separated Recyclable Materials means Source Separated Non-Organic Recyclables.

FFF. State means the State of California.

GGG. Supermarket means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items.

HHH. Special Event means a community, public, commercial, recreational or social event which may serve food or drink and which may require a permit from the Agency. Special event may include the temporary or periodic use of a public street, publicly owned site or facility, or public park.

Y. Special Event means a community, public, commercial, recreational or social event which may serve food or drink and which may require a permit from the Agency. Special event may include the temporary or periodic use of a public street, publicly owned site or facility, or public park.

Z. Trash means material that is designated for Landfill Disposal by the collector and does not include either Recyclable Materials or Compostables. The term Trash does not include hazardous waste, as defined in California Health and Safety Code Sections 25117 and 25141.

8.34.020. Mandatory Service

A. The accumulation, collection, removal and disposal of rubbish, solid waste, green waste, segregated recyclable, and organic waste, shall be controlled by the city for the protection of the public health, safety and welfare and to contribute towards the diminution of air pollution in the city. The city council finds that to give practical effect, a comprehensive system for the periodic collection, removal and disposal of rubbish and garbage and the collection, removal and disposal and/or composting of green waste, from all premises in the city is essential and benefits all occupants of premises in the city, and, therefore, all such occupants are made liable for the rubbish and garbage collection charges and the green waste collection charges established by the council for the collection and disposal of garbage and green waste, and each occupant shall pay at least the minimum rate established for such services.

B. Every person owning or occupying a residence or commercial establishment shall subscribe to solid waste, organic waste, and segregated recyclable collection.

C. For residential real properties, nonpayment of collection and/or disposal fees will result in an assessment in the amount of the unpaid fees, being added to the real property tax bill of the owner of the property.

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D. For commercial properties, the city shall retain the right to pursue any and all remedies available against either the property owner or any lessee, whoever may be in possession of the premises.

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E. No person shall throw or deposit, or cause to be thrown or deposited, any solid waste matter in or upon any vacant lot, street, alley, gutter, highway, park or other public place or keep any residential solid waste except in the manner prescribed by this chapter.

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F. No person shall deposit solid waste in the container of another person or set out solid waste for collection at another person's service location, except as may be established by the city administrator or the city administrator's designee where the city administrator has knowledge of construction, demolition or other temporary obstacles which prevent the use of or access to permanent service locations.

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G. No customer shall permit or consent to another person depositing solid waste in their container or setting out solid waste for collection at their place or premises; except that this provision shall not apply where the city administrator or the city administrator's designee has established a temporary service location because the city administrator has knowledge of construction, demolition or other temporary obstacles which prevent the use of or access to permanent service locations.

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H. It is unlawful for any person to place, put, deposit or burn any rubbish and/or garbage, or cause the same to be placed, put, deposited or burned in or upon any public street, park, lane, place or alley in the city.

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I. No person shall burn solid waste of any kind in a home heating furnace, fireplace or wood stove, excepting that nonplasticized waste paper may be used for kindling of fires in wood burning appliances.

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8.34.020 Availability Of Organic Recycling Service; Hauler Requirements

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8.34.030. Organic Waste Generators

A. All generators shall subscribe to the City's three-container organic waste collection services for all organic waste and to comply with source-separation requirements by placing garbage in the gray container, recyclables in the blue container, and organic materials such as green waste and food waste in the green container.

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B. Single Family dwellings shall subscribe to City's three-container organic waste collection services for all organic waste generated by placing garbage in the Gray container, recyclables in the blue container, and organic materials such as green waste and food waste in the green container.

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C. Multi-Family Residential dwellings shall subscribe to City franchise hauler's three-container organic waste collection services for all organic waste generated by placing garbage in the Gray container, recyclables in the blue container, and organic materials such as green waste and food waste in the green container.

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1. Provide adequate number, size, and location of collection containers with sufficient labels or colors consistent with City's blue, green, and brown collection services containers for employees, contractors, and tenants.

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2. Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Source Separated Green Container Organic Waste and Source Separated Recyclable Materials separate from Gray Container Waste (when applicable) and the location of containers and the rules governing their use at each property.

D. Commercial Businesses shall subscribe to City's three-container organic waste collection services for all organic waste generated by placing garbage in the Gray container, recyclables in the blue container, and organic materials such as green waste and food waste in the green container.

1. Provide adequate number, size, and location of collection containers with sufficient labels or colors consistent with City's blue, green, and brown collection services containers for employees, contractors, and tenants.

2. Commercial Businesses that generate organic waste and recyclable materials shall provide green containers for the collection of organic waste and blue containers for recyclable materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by the business. The containers shall be provided through the City's organic waste collection services provider.

3. Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Source Separated Green Container Organic Waste and Source Separated Recyclable Materials separate from Gray Container Waste (when applicable) and the location of containers and the rules governing their use at each property.

~~A. A hauler operating within the Agency must make available to all businesses and residents of the Agency the organic waste recycling service described in either subsection (B)(1) or subsection (B)(3) of California Public Resources Code section 42649.81, which must include a collection cycle which coincides with the collection of other integrated waste as provided in section 8.12.050 and 8.12.060 of this code and complies with said section of this code. The organic waste recycling services provided by a hauler must ensure that the organic waste goes through either a source separated or mixed processing system as identified in Public Resources Code section 42679.82(c)(3).~~

~~B. The charges for receipt of organic waste recycling services from a hauler shall be established as provided in the current disposal charges fee schedule. Pursuant to Public Resources Code section 42649.85, the Agency may, by a resolution of the City Council duly adopted after a public hearing, establish and charge each organic waste generator a fee sufficient to recover the City's costs incurred in complying with Chapter 12.9 of Part 3 of Division 30 of the Public Resources Code. Charges and fees hereunder shall be collectable jointly with invoices issued pursuant to section 8.04.300 of this code.~~

~~C. Education and Outreach: All hauler education and outreach to the Agency, and its businesses and residents, must cover the topic of organic waste recycling.~~

~~D. Customer Compliance Program: A hauler must implement customer compliance program, which periodically estimates the amount of organic waste generated by each business to which the hauler provides any service within the Agency, in order to~~

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determine if organic waste recycling services are required to be arranged under the terms of this Chapter. A hauler's customer compliance program must be approved by the City Manager or designee and need not cover any business which already receives organic waste recycling services. A customer compliance program which consists of periodic random assessments and inspections, of the waste generated by random business customers who do not already receive organic waste recycling services, shall be deemed sufficient if it requires the hauler to document the results of each such assessment and inspection on a standard form approved by the City Manager or designee.

E. ~~Notifications: A hauler must within ten (10) business days notify, in writing, each business of the need to receive organic waste recycling services, and the hauler's reasonable requirements for receipt of such services, whenever it becomes reasonably apparent to the hauler that such services are required by this Chapter, Public Resources Code section 42649.81 and any other applicable law, or the business is a customer who is not in compliance with the organic waste services requirements reasonably imposed by the hauler. The hauler must follow up with a business receiving any such notice within a reasonable time, not to exceed thirty (30) days, to inspect and assess whether said business appears to have come into compliance with matters identified in the written notice from the hauler. If reasonable steps to cure any non-compliance have been commenced by the business, the hauler may schedule a second follow-up assessment and inspection, not to exceed ninety (90) days after the original notice, to assess whether said business appears to have come into compliance with matters identified in the written notice from the hauler. Upon a second or further consecutive instance of apparent non-compliance with the same requirement, the hauler must provide written notice within ten (10) days to the Agency of all apparent items of non-compliance.~~

F. ~~Periodic Reports from Hauler: A hauler must periodically, and no less than quarterly, provide an accurate written report, which may be combined with a report to the City Manager covering all of the following:~~

- ~~1. Any data and other information that cities are required to compile under federal and state law pertaining to organic waste recycling;~~
- ~~2. The number of known businesses within the Agency which are required to by state or federal law to engage organic waste recycling and the number of them which are engaged in organic waste recycling;~~
- ~~3. On land after August 1, 2017;~~
 - ~~a. the progress achieved in increasing compliance from businesses with organic waste recycling service requirements;~~
 - ~~b. the progress achieved in education and outreach pertaining to organic waste recycling requirements;~~
 - ~~c. the progress achieved in identification and monitoring of compliance of businesses who are required to engage in organic waste recycling;~~
 - ~~d. concerns and issues with any exemptions, if any, provided for in this Chapter; and~~
 - ~~e. concerns and other issues with the Agency's enforcement efforts, if any.~~

~~G. Agency Reports to State of California: The City Manager or designee must ensure that all reports required by Public Resources Code section 42649.82(f) find the California Department of Resources Recycling and Recovery, or its successor agency, are timely prepared and obtain approval of the City Council, as necessary, at least thirty (30) days prior to the deadline for their submittal to the appropriate state agency.~~

8.34.030 Timing For Mandatory Commercial Organic Waste Recycling

8.34.040. Waivers

The City may waive a Commercial Business' or property owner's obligation (including Multifamily Residential Dwellings) to comply with some or all of the recyclable materials and/or Organic Waste requirements of this ordinance.

A. De Minimis Waivers

Commercial Businesses Requesting a de minimis waiver shall:

1. Submit an application specifying the services that they are requesting a waiver from and provide either of the following documentation.
 - a. The Commercial Business' total Solid Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 20 gallons per week per applicable container of the business' total waste; or,
 - b. The Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 10 gallons per week per applicable container of the business' total waste.
2. Notify City if circumstances change such that Commercial Business's Organic Waste exceeds threshold required for waiver, in which case waiver will be rescinded.
3. Provide written verification of eligibility for de minimis waiver every 5 years if City has approved de minimis waiver.

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B. Physical Space Waiver

1. Submit an application form specifying the type(s) of collection services for which they are requesting a compliance waiver.
2. Provide documentation that the premises lack adequate space for Blue Containers and/or Green Containers including documentation from the hauler, licensed architect, or licensed engineer.
3. Provide written verification to City that it is still eligible for physical space waiver every five years if City has approved application for a physical space waiver.

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City will confer with staff, the hauler, licensed architect, or licensed engineer of the premises lack of adequate space for the collection containers required for compliance with the Organic Waste collection requirements.

C. Collection Frequency

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For health and safety purposes, minimum collection frequency for all Solid Waste Handling Customers shall be once per week, in accordance with Section 17331 of Title 14, California Code of Regulations.

D. Review and Approval of Waivers by City

Waivers applications shall be submitted to the City Services Department and city services staff will review and approve or provide comment for conditional approval based on the information provided on the application or shall not approve the application based on information provided on the application.

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A. Each of the following businesses within the Agency, including all multi family properties within the Agency with five (5) or more units, must within the later of thirty (30) days after enactment of this chapter or after reaching the threshold below applicable to such business, arrange for and thereafter maintain periodic collection and recycling services from a hauler, for all organic waste generated by the business within the Agency:

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1. On and after April 1, 2016, a business that generates 8 cubic yards or more of organic waste per week;
2. On and after January 1, 2017, a business that generates 4 cubic yards or more of organic waste per week;
3. On and after January 1, 2019, a business that generates 4 cubic yards or more of commercial solid waste; and
4. On or after January 1, 2020, if the state Department of Resources Recycling and Recovery determines that statewide disposal of organic waste has not been reduced to fifty percent (50%) of the level of disposal during 2014, a business that generates 2 cubic yards or more per week of commercial solid waste, unless the Department of Resources Recycling and Recovery determines that requiring organic waste recycling by such a business will not result in significant additional reductions of organics disposal.

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B. A business which provides property management services and which receives integrated waste collection services for any commercial, institutional or multi family residential property with five (5) or more units, is required to contract or otherwise make available organic waste recycling services for the occupants of such properties after the requirements of subsection A of this section are triggered.

C. Each business within the Agency must not interfere with any City or hauler assessment or inspection of its waste carried out under this code.

8.34.050. Commercial Edible Food Generators

8.34.040 Public Nuisance Declared

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A. Tier One Commercial Edible Food Generators must comply with the requirements of this Section commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024.

B. Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.

C. Commercial Edible Food Generators shall comply with the following requirements:

1. Arrange to recover the maximum amount of Edible Food that would otherwise be

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disposed.

2. Contract with or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for:

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a. the collection of Edible Food for Food Recovery; or

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b. acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.

3. Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.

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4. Allow City's designated enforcement entity or designated third party enforcement entity to access the premises and review records.

5. Keep records that include the following information:

a. A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement.

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b. A copy of all contracts or written agreements with Food Recovery Service or organization.

c. A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:

i. The name, address and contact information of the Food Recovery Service or Food Recovery Organization.

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ii. The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization

iii. The established frequency that food will be collected or self-hauled.

iv. The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.

6. No later than September 1, 2022, submit an annual Food Recovery report to the City for the period of January 1, 2022, through June 30, 2022, that includes the list of Food Recovery Organizations and Services contracted to receive recovered edible food and the amount of edible food in pounds collected for each Food Recovery Organizations and Services. Submit annual Food Recovery report to the City July 1, 2023, and on or before July 1 each year thereafter for the period covering the entire previous calendar year.

D. Nothing in this ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added

Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

Each violation of any provision of this Chapter is hereby declared to be a public nuisance and may be bated pursuant to all available remedies.

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8.34.050 Violations

8.34.060. Food Recovery Organizations and Services

A. Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement shall maintain the following records otherwise:

1. The name, address, and contact information for each Commercial Edible Food Generator from which the service collects edible food.
2. The quantity in pounds of edible food collected from each Commercial Edible Food Generator per month.
3. The quantity in pounds of edible food transported to each Food Recovery Organization per month.
4. The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports edible food to for Food Recovery.

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B. Food Recovery Organizations collecting or receiving edible food directly from Commercial Edible Food Generators, via a contract or written agreement shall maintain the following records:

1. The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives edible food.
2. The quantity in pounds of edible food received from each Commercial Edible Food Generator per month.
3. The name, address, and contact information for each Food Recovery Service that the organization receives edible food from for food recovery.

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C. Nothing in this ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

D. Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the City and contract with or have written agreements with one or more Commercial Edible Food Generators shall report to the City it is located in the following:

1. The list of Commercial Edible Food Generators

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2. The total pounds of edible food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators

3. The above report is due to the city by:

- i. September 1, 2022, for the period of January 1, 2022, through June 30, 2022
- ii. July 1, 2023, and on or before July 1 each year thereafter for the period covering the entire previous calendar year.

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E. Provide information and consultation to the City, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the City and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the City shall respond to such request for information within 60 days unless a shorter timeframe is otherwise specified by the City.

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Violations of this Chapter may be enforced under any applicable law. Notwithstanding any other provision of the Code, a violation of this Chapter shall not constitute a misdemeanor.

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8.34.070, Haulers and Facility Operators

A. Exclusive Franchise Hauler providing residential, commercial, or industrial Organic Waste collection services to generators within the City's boundaries shall meet the requirements and standards as set in the contract or agreement with the City and in compliance with state law.

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8.34.080, Self-Hauler Requirements

Self-Hauler application and certification shall be approved by the city and franchise hauler prior to beginning any self-haul operations.

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A. Self-Haulers shall source separate all recyclable materials and Organic Waste (materials that City otherwise requires generators to separate for collection in the City's organics and recycling collection program) generated on-site from Solid Waste in a manner consistent with the three-container system (Gray container for trash, blue container for recyclables, and green container for organic waste including food waste), or shall haul Organic Waste to a High Diversion Organic Waste Processing Facility specified by the City.

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B. Self-Haulers shall haul their Source Separated Recyclable Materials to a facility that recovers those materials; and haul their Source Separated Green Container Organic Waste to a Solid Waste facility, operation, activity, or property that processes or recovers Source Separated Organic Waste. Alternatively, Self-Haulers may haul Organic Waste to a High Diversion Organic Waste Processing Facility specified by the city.

C. Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amount of Organic Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be subject to inspection by the city's designated enforcement entity or designated third party enforcement entity. The records shall be submitted to the City on a quarterly basis, beginning

April 10 of each year, or by the 10th of the month following the end of the quarter based on the calendar year. The records shall include the following information:

- a. Delivery receipts and weight tickets from the entity accepting the waste.
- b. The amount of material in cubic yards or tons transported by the generator to each entity.
- c. If the material is transported to an entity that does not have scales on-site or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.

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8.34.090 Inspections and Investigations

- A. City representatives and/or its designated entity, including Designees are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this ordinance by Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations must provide proof of compliance to the City upon request.
- B. Regulated entity shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the City's employee or its designated entity/Designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this ordinance described herein. Failure to provide or arrange for:
 - 1. access to an entity's premises; or
 - 2. access to records for any Inspection or investigation is a violation of this ordinance and may result in penalties described.
- C. Any records obtained by a City during its Inspections, and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.
- D. City representatives, its designated entity, and/or Designee are authorized to conduct any Inspections, Remote Monitoring, or other investigations as reasonably necessary to further the goals of this ordinance, subject to applicable laws.
- E. City shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints. Guidance: Jurisdiction shall develop a method to accept anonymous

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complaints and require that all complaints be made in writing with specified information. See SB 1383 Regulations (14 CCR Section 18995.3) for more guidance.

8.34.100. Enforcement

A. Violation of any provision of this ordinance shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by the city enforcement official or representative. Enforcement Actions under this ordinance are issuance of an administrative citation and assessment of a fine. The procedures on imposition of administrative fines are hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this ordinance and any rule or regulation adopted pursuant to this ordinance, except as otherwise indicated in this ordinance.

B. Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. City may pursue civil actions in the California courts to seek recovery of unpaid administrative citations or the filing of lien on the subject property. City may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of city staff and resources.

C. Responsible Entity for Enforcement

1. Enforcement pursuant to this ordinance may be undertaken by the City Enforcement Official, which may be the city manager or their designated entity, code enforcement officer, legal counsel, or combination thereof.

D. Process for Enforcement

1. City Enforcement Officials and/or their designee will monitor compliance with the ordinance randomly and through compliance reviews, route reviews, investigation of complaints, and an inspection program (that may include remote monitoring).

2. City may issue an official notification to notify regulated entities of its obligations under the ordinance.

3. For incidences where prohibited container contaminants are found in containers, the city will issue a Notice of Violation to any generator found to have prohibited container contaminants in a container. Such notice will be provided via a cart tag or other communication immediately upon identification of the prohibited container contaminants or within five (5) days after determining that a violation has occurred. If the city observes prohibited container contaminants in a generator's containers on more than three (3) consecutive occasions, the city may assess contamination penalties on the generator.

4. With the exception of violations of generator contamination of container contents addressed under Section 17(d)(3), the city shall issue a Notice of Violation requiring compliance within 30 days of issuance of the notice.

5. Absent compliance by the respondent within the deadline set forth in the Notice of Violation, the city shall commence an action to impose penalties, via an

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administrative citation and fine, pursuant to the requirements contained in this section.

Notices shall be sent to "owner" at the official address of the owner maintained by the city finance department or if no such address is available, to the owner at the address of the dwelling or commercial property or to the party responsible for paying for the collection services, depending upon available information.

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E. Penalty Amounts for Types of Violations

The penalty levels are as follows:

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1. For a first violation, the amount of the base penalty shall be one hundred (\$100) per violation.
2. The amount of the base penalty shall not exceed two hundred dollars (\$200.00) for a second violation of the same ordinance within twelve (12) months.
3. The amount of the base penalty shall not exceed five hundred dollars (\$500.00) for each additional violation of the same ordinance within twelve (12) months.

F. Factors Considered in Determining Penalty Amount

The following factors can be used to determine the amount of the penalty for each violation within the appropriate penalty amount:

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1. The nature, circumstances, and severity of the violation(s).
2. The willfulness of the violator's misconduct.
3. Whether the violator took measures to avoid or mitigate violations of this chapter.
4. Evidence of any economic benefit resulting from the violation(s).
5. The deterrent effect of the penalty on the violator.
6. Whether the violation(s) were due to conditions outside the control of the violator.

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G. Compliance Deadline Extension Considerations

The city may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with Section 10 if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

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1. Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters.
2. Delays in obtaining discretionary permits or other government agency approvals; or,
3. Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the Jurisdiction is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

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H. Appeals Process

Appeal process of citations issued is identified in Title 1, Section 1.18.100, Appeal of Administrative Citation of the Lindsay Municipal Code.

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I. Education Period for Non-Compliance

Beginning January 1, 2022 and through December 31, 2023, the city will conduct inspections, type of regulated entity, to determine compliance, and if the city determines that Organic Waste Generator, Self-Hauler, hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this ordinance and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

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J. Civil Penalties for Non-Compliance

Beginning January 1, 2024, if the city determines that an Organic Waste Generator, Self-Hauler, hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with this ordinance, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action pursuant to Section 10, as needed.

8.34.100. Procurement Requirements for City Departments, Direct Service Providers, and Vendors.

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Procurement requirements for city departments, direct service providers, and vendors are referenced in the City of Lindsay Finance and Accounting Policies and Procedures document.

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Section 3. NO LIABILITY. The provisions of this ordinance shall not in any way be construed as imposing any duty of care, liability, or responsibility for damage to person or property upon the City of Lindsay, or any official, employee or agent thereof.

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Section 4. PENDING ACTIONS. Nothing in this ordinance or in the codes hereby adopted shall be construed to affect any suit or proceeding pending or impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance or code repealed by this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired, or affected by this ordinance.

Section 5. SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of Lindsay hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Section 6. CONSTRUCTION. The City Council intends this ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this ordinance shall be construed in light of that intent. To the extent the provisions of the Lindsay Municipal Code as amended by this ordinance are substantially the same as provisions in the Lindsay Municipal Code existing prior to the effectiveness of this ordinance, then those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

Section 7. EFFECTIVE DATE. The foregoing ordinance shall take effect 30 days from the date of the passage hereof. Prior to the expiration of 15 days from the passage hereof a certified copy of this ordinance shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1).

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THE FOREGOING ORDINANCE, read by title only with waiving of the reading in full, was introduced at a regularly scheduled meeting on the __th day of _____ 2021.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council held on the __th day of _____ 2021.

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

CITY COUNCIL OF THE CITY OF LINDSAY

Ramona Caudillo, Mayor

ATTEST:

Mayra Espinoza-Martinez, City Clerk

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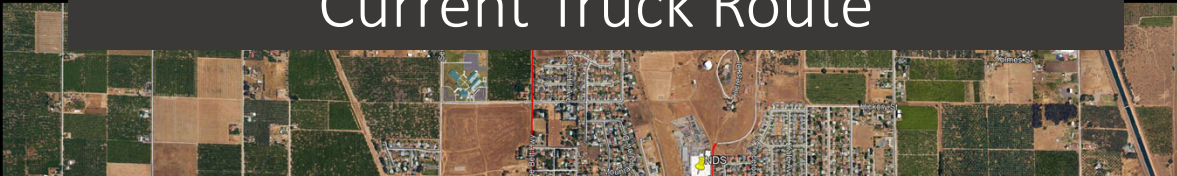
Truck Route Discussion

Edd Real

Assistant City Planner

1

Current Truck Route



2

Circulation Element




- Must be updated “Periodically” per State statute
- The Government Code requires that any revision of circulation elements after Jan 1, 2011 must plan for a “balanced, multimodal transportation network that meets the needs of all users of streets, roads, and highways for safe and convenient travel in a manner that is suitable to the rural, suburban, or urban context of the general plan.”

3

Local Early Action Planning (LEAP)

- Approved funding for Land Use and Circulation Elements of the General Plan
- Grant Funding: \$65,000
- City Match: \$30,000
- Total Funding: \$95,000

4

<h1>Council Direction</h1>	 Leave as is, update "Truck Route" signage
	 Use LEAP funds to update Circulation Element
	 Other option per City Council

5



STAFF REPORT

TO: Lindsay City Council
FROM: Joseph Tanner, City Manager
DEPARTMENT: City Manager
ITEM NO.: 13.2
MEETING DATE: October 12, 2021

ACTION & RECOMMENDATION

Consider Minute Order Approval of Request to Continue Friday Night Market Operations for the Remainder of the 2021-2022 Winter Season and Request for Council Direction Regarding the Upcoming 2022 Friday Night Market Contract.

BACKGROUND | ANALYSIS

Staff is seeking direction on the following options for the 2022 Friday Night Market Season:

1. Direct staff to negotiate a new contract with Jimora Enterprises and bring the contract back to City Council for final approval, or
2. Move forward on a Request for Proposal (RFP) to operate the Friday Night Market, or
3. Direct City staff to manage operations of the Friday Night Market.

The existing contract between the City and Jimora Enterprises, states that Jimora Enterprises shall coordinate a Friday Night Market with the City of Lindsay in an area defined by the City. Jimora Enterprises provides staff, carries out the applicable services for the Market, and pays \$2,000.00 to the City per market session. The initial contract between the City and Jimora Enterprises was signed on April 26, 2019 and 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 annual basis regarding the initial thirty-six-month term. The contract may be terminated by either party by giving sixty (60) days prior written notice to the other. Due to the conditions created by COVID-19, an amendment was approved on June 23, 2020 where the City modified the payment schedule for Jimora Enterprises to \$1,000.000 for the remaining Friday Night Market sessions of the season. If council chooses to extend the contract with Jimora Enterprises, the City will see little to no changes in the flow of operations or timeliness of the Friday Night Market other than the vendors request.

An alternative to extending the contract between the City and Jimora Enterprises is to approve city staff to open a Request for Proposal (RFP) for a new Friday Night Market operator. A benefit the City could see in securing a contract with a new operator is re-negotiating the existing market operator contract to increase the revenue the city receives per market session. The City could see challenges in finding a new market operator set forth by COVID-19 and limitations on large-scale events. The City could possibly see a delay in securing a contract in time to continue the market in its regular season.



STAFF REPORT

Council could also request that City staff manage the operation of the Friday Night Market. The City could benefit from having more control over revenue to the City. However, the city would need to create a full-time staff position for a designated individual to manage the logistical operations of the Friday Night Market. The City would also assume all liability over the market's operations.

FISCAL IMPACT

If the Council chooses to extend the contract with Jimora Enterprises, the City stands to gain \$2,000 each market session from Jimora Enterprises during its next regular season.

If the Council approves a Request for Proposal (RFP) for the Friday Night Market, then the City could face challenges in securing a contract with a new operator and potentially lose out on the regular revenue it receives from the existing market operator.

If the Council solicits City Staff to operate the Friday Night Market, the City will assume all liability and costs associated with its operations, as well as salary costs for a full-time staff member to manage operations of the market.

ATTACHMENTS

- Amended Contract for Market Operations dated April 26, 2019
- Minute Order Contract Amendment dated June 23, 2020
- Letter from Jimora Enterprises dated August 8, 2021
- Letter from Jimora Enterprises dated September 28, 2021



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,



- 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

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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

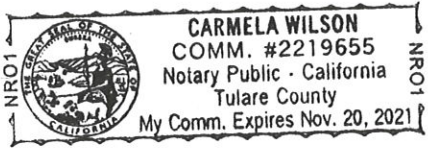
On 4-24-2019 before me, CARMELA Wilson Notary Public

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: _____

- Individual
- Corporate Officer
Title(s)
- Partner Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

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Signers is Representing: _____

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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



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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

JIMORA ENTERPRISES
128 W. HONOLULU STREET
LINDSAY, CA 93247
(559) 397-3192
(559) 303-8345

August 8, 2021

Dear Mr. Tanner,

Thank you for meeting with my assistant and myself. As we discussed, there are many projects that I had in mind when I started my contract with the City of Lindsay. I still would like to implement some of the things I had originally proposed.

I am confident that my contract can be extended since we lost 14 months due to the closing because of the Covid-19 pandemic. I would hope considering it was an involuntary closing, I would be allowed to continue the original 3 years of my contract by extending it to 2022.

When I started this endeavor, I had to purchase well over \$100,000 in equipment in the first year. I invested all my savings to get the market up and running with my own equipment; tower lights, Portapotties and hand washing stands, along with a truck and trailer for the trash, blowers and pressure washers and all the other items necessary to run the market.

One of the items I am working on with a supplier is to purchase, on a monthly basis, solar light fixtures to be placed in strategic areas to promote better lighting on the sidewalks. This would be a great feature to promote safety for the pedestrian sidewalks. Because it would be solar, this would not be an added expense for electricity to myself or to the City of Lindsay. I would purchase the fixtures and Lindsay maintenance can install them.

I had been told that Lindsay's Friday Night Market, was in fact, a "Farmer's Market." I quickly found this not to be true. I am still looking to move forward with the SNAP Program, where consumers can come to our office and purchase wooden tokens to purchase fresh fruits and vegetables from our produce vendors. In an area and a time of food insecurity, I think it would go far to alleviate unhealthy diets when consumers can buy these commodities in the market that they are already frequenting. It may even to serve to bring in more customers.

As I stated in our conversation, I am wanting to bring in a small train for the enjoyment of customers and to bring something unique to the market.

These are just a few things that I am looking to implement for the future of the market. Currently we have the County of Tulare on board providing information and Covid-19 vaccinations free of charge to the public. It is such an important addition to this year's market.

Of course, with the pandemic and the tragic fire in the main street of our market, vendor participation is down, but I am slowly adding new vendors. I will be adding on my second food round Asian Food, and a Fried Chicken stand. Our Enchilada lady is doing a great business, despite her apprehension of moving to the Food Court. She has told me her doubts have all disappeared, citing an even better turn out for her business. There have been ups and downs, but I don't make changes without justification. I believe we continue to be a solid food venue.

I have had losses through vandalism, been attacked in print, that leaves me non-plussed. I am confident I will be judged by respectable people who can see the hard work I have put in.

I was going to return the market solely to the Special Event, as the City Council requested, but considering the variant issue, it is a possibility that we would be closed again. A special event is on the lowest tier.

So, for the time being I will continue to run the Swap Meet *and* the Special Event simultaneously. If the special event is closed a second time, at least the merchandise vendors would be able to continue, along with the food vendors who qualify with their mobile food units approved by Tulare County.

I thank you for your time and attention. I feel optimistic that we will get the number's up and can return to the way the market was.

Thank you,

Susana Mora,
Operator of Lindsay's Friday Night Market
and Mora's Friday Night Swap

Jimora Enterprises

128 W. Honolulu Street
Lindsay, CA 93247
(559) 397-3192-Susana Mora, Director or (559) 303-8345-Irene Ramirez, Assistant

Mayor Ramona Caudillo and City of Lindsay Councilmembers

September 28, 2021

cc: City Manager, **Joe Tanner**
251 E. Honolulu Street
Lindsay, CA 93247

RE: Continuing Market Contract and Vendor's Request

Dear Mayor Caudillo and Council Members,

Thanking for listening to me at the last council meeting. I just want to reiterate what I said on the vendor's behalf. Many of the vendors want the market to continue throughout the year. Because of the pandemic they were deprived of their usual income. They would like to try and make up a bit of what was lost to them because of the shutdown.

As one portion of the market is now considered a swap meet, we have that capability of staying open throughout the calendar year. I am running simultaneously the Special Event, so we have not lost the distinction of the market for our open cooking vendors. I have not reverted to just a Special Event; I am considering the Covid-19 variant. If the State of California determines another shut down, we would lose the market again if it was just a Special Event. With the Swap Meet in place, we stand a chance of remaining open for the vendors and not lose all the market as we did in 2020.

I spoke to over 25 vendors last Friday and all of them but one said they want it to remain open. The one vendor who declined said it was simply a conflict of timing for him, during the typical closing from November to March, he goes on vacation.

Also, is there a possibility of running the market, just for the winter months, earlier? If not in the streets themselves, maybe we could relocate to the park and make it a true farmer's market. The hours considered would be from 10am and shutting down around 4:30pm. I hope the board will consider this for the vendors.

In addition, I am not sure of what I need to do so that the board considers extending my contract. My contract as it stands does not fulfill the three (3) years I was allotted. Please advise me or have the City Manager inform me of the steps necessary to complete my contract.

As always, I appreciate your time and attention to the Lindsay Friday Night Market and Mora's Friday Night Swap.

Sincerely,

Susana Mora

Susana Mora