



LINDSAY CITY COUNCIL MEETING: REGULAR MEETING

251 E. Honolulu St., Lindsay, CA 93247

Tuesday, February 27, 2018 @ 6:00PM

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CALL TO ORDER:	6:00pm
ROLL CALL:	Council Members Velasquez, Watson, Cortes, Mayor Pro Tem Salinas & Mayor Kimball
PLEDGE:	Council Member Velasquez
INVOCATION:	Pastor Chris Smith, Lindsay Church of the Nazarene
PUBLIC COMMENT	The public is invited to comment on any subject under the jurisdiction of the Lindsay City Council, including agenda items, other than noticed public hearings. Comments shall be limited to three minutes per person, with 30 minutes overall for the entire comment period, unless otherwise indicated by the Mayor. Participants speak at the stand after clearly stating their name for the Clerk.

1 COUNCIL REPORTS Council Members	City Council Members report on recent, current or upcoming events, activities or matters.
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2 LHS STUDENT REPORT Denise Macias	Student reports on recent, current or upcoming events, activities or matters related to the High School.
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3 STAFF REPORT Bill Zigler, City Manager	City Manager reports on recent, current or upcoming events, activities or matters.
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4 CONSENT CALENDAR Mayor Kimball Agenda Packet Pages 1-9	<ol style="list-style-type: none">1. City Council Meeting Minutes for February 13, 20172. Warrant List for February 20, 20183. 2018 Orange Blossom Festival Advertisement
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5 RESOLUTION 18-11 Brian Spaunhurst, Asst. Planner Agenda Packet Pages 10-15	Public Hearing and Resolution 18-11: Conditional Use Permit No. 18-04 To establish a new restaurant that would include the sale of alcohol in the Central Commercial (CC) Zoning District.
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6 RESOLUTION 18-12 Mike Camarena, City Services Agenda Packet Pages 16-40	2018 Contract Year Temporary 215 Water Service Contract. Authorizing the Mayor to sign 2018 Contract Year Temporary 215 Water Service Contract No. 18-WC-20-5180, Friant Division, Central Valley Project (CVP), California
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Materials related to an Agenda item submitted to the legislative body after distribution of the Agenda Packet are available for public inspection in the office of the City Clerk during normal business hours. Complete agenda is available at www.lindsay.ca.us. In compliance with the Americans with Disabilities Act & Ralph M. Brown Act, if you need special assistance to participate in this meeting, or to be able to access this agenda and documents in the agenda packet, please contact the office of the City Clerk at (559) 562-7102 x 8020. Notification 48 hours prior to the meeting will enable the City to ensure accessibility to this meeting and/or provision of an alternative format of the agenda and documents in the agenda packet.



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7	ORDINANCE No. 563 Chief Hughes Agenda Packet Pages 41-58	Ordinance No. 563 Add Municipal Code Chapter 1.18 Administrative Citations, Sections 1.18.010 through 1.18.150 to enforce municipal codes within the city.
8	ORDINANCE No. 564 Chief Hughes Agenda Packet Pages 59-62	Ordinance No. 564 Amend Municipal Code Title 8 Health and Safety, Chapter 8.22 Fireworks, Section 8.22.140 Violations, to enforce Administrative Citations.
9	ORDINANCE No. 565 Chief Hughes Agenda Packet Pages 63-69	Ordinance No. 565 Add section to the Municipal Code Chapter 8.05 Smoking Regulations, Section 8.05.170 Smoking and Tobacco use in City Parks to prohibit smoking within city parks.
10	ORDINANCE No. 566 Chief Hughes Agenda Packet Pages 70-75	Ordinance No. 566 Add section to the Municipal Code Title 9 Public Peace, Morals and Welfare, Chapter VII. Weapons, Section 9.96 Discharge to prohibit discharge of any weapon within the City of Lindsay.
11	ACTION ITEM Bill Zigler, City Manager Agenda Packet Pages 76-80	Soccer Sports Park Development at City Golf Course Conversion of City Golf Course to Soccer Sports Park.
12	ACTION ITEM Bill Zigler, City Manager Agenda Packet Pages 81-92	TCAG TCTA Measure R Amended Settlement Agreement Authorize the Mayor to sign the TCAG Tulare County Transportation Authority (TCTA) Measure R Amended Settlement Agreement.
13	ACTION ITEM Bill Zigler, City Manager Agenda Packet Pages 93-103	Review of Lindsay High School Stadium Joint Use Agreement Review and provide direction regarding the continuance of the Lindsay High School Stadium Joint Use Agreement

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14 DISCUSSION	Cannabis Update and discussion
Bill Zigler, City Manager	

15 FUTURE AGENDA ITEMS	Council members request items for future agendas.
Council Member	

16 EXECUTIVE SESSION	No executive session
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17 ADJOURN	Council adjourns meeting. The next Regular City Council meeting will be held at 251 E. Honolulu Street, Lindsay at 6:00PM on March 13, 2018.
Mayor Kimball	

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- CALL TO ORDER: 6:00pm
- ROLL CALL: Council Members Velasquez, Watson, Cortes, Mayor Pro Tem Salinas & Mayor Kimball
Present: All Present
- PLEDGE: Mayor Kimball
- INVOCATION: Pastor Job Lara, Pastor at First Baptist Church of Lindsay

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

Speaker	Comments
Eric Sinclair	Met with employment connection to Lindsay. Invited them to come to Lindsay. Talked with people about the roundabout and concerns they might have. Asked questions about the golf course.
Wischemann	Recommends the City not approve resolution 18-01: California Environmental Quality Act Documents. Would like staff to review the document again.

1 COUNCIL REPORTS City Council Members report on recent, current or upcoming events, activities or matters
Council Members

Speaker	Comments
Velasquez	Nothing to report
Watson	Nothing to report
Cortes	LUSD middle school will have college day at McDermont. Looking for professionals, etc. to have booths at McDermont to share information with the students.
Salinas	Nothing to report
Kimball	Special exhibit coming to museum and gallery. Digitized images of historical pictures of Lindsay. March 3 rd from 4-7PM is the opening reception.

2 LHS STUDENT REPORT Student reports on recent, current or upcoming events, activities or matters related to the High School
Denise Macias

Speaker	Comments
Macias	Annual blood drive is tomorrow 2/14. Ms. Gonzalez is running it. COS on 2/22 for placement testing for all seniors. Lindsay Drama Club is having one-act plays on Friday. Sports teams are doing well.

3 STAFF REPORT City Manager reports on recent, current or upcoming events, activities or matters
Bill Zigler, City Manager

Speaker	Comments
Zigler	Administratively approved Angel Garden's request to sell flowers this past weekend at Jess Auto. El Quinto Sol will be doing a Women's Wellness Conference on March 11, 2018. ONO Sister City will be doing a Fundraising dinner at Wellness Center on April 7, 2018. Will review Sports field/courts MOU with Council at the next Council meeting. Restructuring "Coffee in the Park" with the City Manager. Staff will continue doing Roundabout presentations in English and Spanish. Reviewed accomplishments and activity by department. Researching Prop 218.

4 CONSENT CALENDAR 1. City Council Meeting Minutes for January 23, 2018



LINDSAY CITY COUNCIL MEETING: REGULAR MEETING

251 E. Honolulu St., Lindsay, CA 93247
 Tuesday, February 13, 2018 @ 6:00PM

Mayor Kimball

Agenda Packet Pages 1-11

2. Warrant List for February 6, 2018

3. Treasurer's Report for January 2018

4. Temporary Use Permit 18-02 – Hot Dog Stand

Speaker	Comments
Cortes	Some misspelled name in minutes on 1/23.

Motion & Vote

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

5 RESOLUTION 18-01

Brian Spaunhurst, Asst. Planner

Agenda Packet Pages 12-169

Continued Public Hearing & Resolution 18-01: California Environmental Quality Act Documents for Proposed Hermosa Street Intersection Improvement Project (Roundabout)

A mitigated negative declaration for planning project No. 17-09, a request by the City of Lindsay, for public right of way located at the intersection of Hermosa Street and Westwood Avenue.

Speaker	Comments
Zigler	Showed presentation showing background roundabout information. School superintendent asked the City to find a way to make it safer for the children. Two nationally recognized experts in the field of safe routes to school. Paul Zykofsky and Dan Burden. Both recommended a roundabout. Self Help Enterprises found grant money to reduce greenhouse gases and increase pedestrian safety. Described the safety measures inherent in roundabouts. Showed video from Federal Highway Administration demonstrating the superior safety and environmental benefits of roundabouts. Particularly safer for senior drivers. Have education materials available for the public, educators and kids.
Cortes	The new signs are so visible and clear. Has learned so much about roundabouts. Appreciates all the information.
Zigler	The signs are in response to comments received during public outreach. This helps children establish eye contact with drivers, which enhances safety as well.
Spaunhurst	Reviewed CEQA documents. This is not to accept the design, only the CEQA documents. Reviewed staff responses to comments made at past, four public comment dates and letters submitted to the City. Responded to all questions and concerns. Recommends approval.
Cortes	Recalled how the City and District worked together in 2005 to do lane closures. Still have safety monitors complaining about cars going too fast. With time and education, we are more comfortable with the roundabouts.
Kimball	This is about the safety of children, pedestrians and people in vehicles. Crossing Hermosa after the apartments are there will only get worse. The roundabout solves the problems.
Watson	There is discussion in the City about as long as the school is there, safety will always be an issue. Has there been discussion about moving the elementary school?
Zigler	There have not been discussions about it.
Watson	LUSD may wish to research options to move the school.
Kimball	Environmentally, there are no issues and is good for the environment.

Motion & Vote

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

6 RESOLUTION 18-06

Michael Camarena, City Services

Agenda Packet Pages 170-172

Authorizing the Mayor to Sign 2018 Contract Year Unreleased Restoration Flows Sales Agreement No. 18-WC-20-5147, Friant Division, Central Valley Project, California

Speaker	Comments
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Camarena	Reviewed the staff report with Council. Contractors using Friant (like City of Lindsay) are allowed use or purchase water. \$20/acre feet is a good price now. There is no official number for this year.
Watson	How much water does the City use?
Camarena	2,200 to 2,400 acre feet per year

Motion & Vote

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

7 RESOLUTION 18-08

Brian Spaunhurst, Asst. Planner
 Agenda Packet Pages 173-178

Conveyance of property to Lindsay Unified School District:

Conveyance of approximately 1.0 acre for green space improvements

Speaker	Comments
Spaunhurst	The City wishes to convey additional land to LUSD beyond what was conveyed in 2010. The City will work to solidify MOU with school district for joint use of parking lot and green space.
Watson	Asked if the school district will be responsible for maintenance.
Spaunhurst	Confirmed it will be the school district's responsibility.
Zigler	Gave additional information about the original project relative to scope, size and use. Discussed buildings on the site.
Watson	Asked if the City should require the conversion of the bathroom to the ADA compliance.
Zigler	The cost would be about \$100,000 to convert it.
Velasquez	Asked about shape of conveyance.
Zigler	This is a ponding basin, so the ground slopes in different places, which makes the shape of the proposed conveyance.
Watson	This area was created to provide soccer fields, etc.
Zigler	The school district is conveying land to the City, so they may back out of this if they are required to do bathrooms.
Kimball	Asked about the fence.
Zigler	Joint responsibility, but LUSD would like watch it closest for student safety.

Motion & Vote

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

8 RESOLUTION 18-09

Brian Spaunhurst, Asst. Planner
 Agenda Packet Pages 179-184

Conveyance of property to Lindsay Hospital District:

Conveyance of approximately 0.14 acres for parking lot improvements

Speaker	Comments
Spaunhurst	LHD is seeking a triangle-shaped parcel to help with parking lot infrastructure.
Salinas	Asked about the parking lot changes that would happen after the conveyance.
Zigler	They may use all of it for parking.

Motion & Vote

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

9 ACTION ITEM

San Joaquin River/Friant Kern Canal Watershed Sanitary Survey Update.

Michael Camarena, City Services



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Agenda Packet Pages 185-196

State regulations require that all small public water systems using a surface water supply complete a WSSU of the watershed at least every five years (Title 22, California Code of Regulations, section 64665).

Speaker	Comments
Camarena	Explained the study of the watershed sanitation must be updated every five years. It requires the City to pay its share of the update. The Staff Report shows costs of more than \$30,000, which was not in existing budget. Staff will come back to request budget amendment. City Attorney reviewed the document and did not find issues.
Velasquez	Asked about costs on page 8 differing from the \$30,000 quoted.
Camarena	Explained the project is two parts. The remaining costs were on page 10.
Watson	Asked if this is just for analysis.
Camarena	It is time for an update.
Watson	How is the price calculated?
Camarena	Pro-rated by user and flat fee per user.

Motion & Vote

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

10 ACTION ITEM

City Engineer Transfer Agreement

Michael Camarena, City Services

Agenda Packet Pages 197-199

Speaker	Comments
Camarena	Winton and Associates were acquired by QuadKnof (QK). This has a maximum time period of six months. QK will honor the pricing in agreement being replaced. Costs will likely increase 15-20% after RFP

Motion & Vote

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

11 ACTION ITEM

Request for Qualifications for Civil Engineering Services

Michael Camarena, City Services

Agenda Packet Pages 200-212

Speaker	Comments
Camarena	City has six months to find a new City Engineer. The City will use the RFQ process to identify the appropriate City Engineer.
Salinas	Did the City do this six months or a year ago.
Camarena	18 months ago, the City selected a list of companies with which the City can contract for smaller jobs.

Motion & Vote

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

12 RESOLUTION 18-07

Authorized Utility Payment Location Contract between the City of Lindsay and Joyería El Dorado.

Bret Harmon, Finance



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Agenda Packet Pages 213-229

City utility users will be able to pay their utility bills at this authorized location using cash or check.

Speaker	Comments
Harmon	Explained the process and how Javier will interact with the City.
Cortes	Asked if the City has done this before.
Salinas	He is looking to move to the old coordinating council building. Will the contract need to be changed then?
Harmon	Yes, this agreement only allows for current location, so it would need an amendment.

Motion & Vote

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

13 FUTURE AGENDA ITEMS

Council members request items for future agendas.

Council Members

Speaker	Comments
Salinas	Cannabis

14 EXECUTIVE SESSION

No executive session

15 ADJOURN

Council adjourns meeting. The next Regular City Council meeting will be held at 251 E. Honolulu Street, Lindsay at 6:00PM on February 27, 2018.

Mayor Kimball

Motion & Vote

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

ATTEST:

CITY COUNCIL OF THE CITY OF LINDSAY

Bret Harmon, City Clerk

Pamela Kimball, Mayor

(SP 29)

FUND	Check #	Date	Vendor #	Vendor Name	Description	Amount
TOTAL						\$ 193,659.54
101 - GENERAL FUND	91658	2/9/2018	2873	ADVANTAGE ANSWERING	ANSWERING SERV.	\$ 151.95
101 - GENERAL FUND	91659	2/9/2018	007	AG IRRIGATION SALES	CITY PARK	\$ 867.29
101 - GENERAL FUND	91660	2/9/2018	1858	ALL PRO FIRE AND SA	PD ANNUAL CHECK	\$ 312.77
101 - GENERAL FUND	91661	2/9/2018	4924	ASI ADMINISTRATIVE	DEC 2017 COBRA ADMI	\$ 35.00
101 - GENERAL FUND	91662	2/9/2018	3428	AT&T MOBILITY	PD	\$ 236.52
101 - GENERAL FUND	91663	2/9/2018	5457	AUTO ZONE COMMERCIA	672 VEHICLE	\$ 416.47
101 - GENERAL FUND	91664	2/9/2018	3966	BEATWEAR INC.	MARSHA DUTY PANTS	\$ 70.51
101 - GENERAL FUND	91665	2/9/2018	4135	BILL WALL'S DIRECT	REMOTE CHECK PD	\$ 120.00
101 - GENERAL FUND	91667	2/9/2018	5970	CAPTO	RICK TRISTAO DUES	\$ 50.00
101 - GENERAL FUND	91669	2/9/2018	2872	CHIEF SUPPLY		\$ 454.89
101 - GENERAL FUND	91670	2/9/2018	5832	CINTAS CORPORATION	1/31/2018 INVOICE	\$ 363.22
101 - GENERAL FUND	91671	2/9/2018	279	CITY OF PORTERVILLE	DEC CNG FUEL	\$ 1,326.44
101 - GENERAL FUND	91674	2/9/2018	2319	COMPUTER SYSTEMS PL	MANAGED ANTIVIRUS	\$ 45.00
101 - GENERAL FUND	91676	2/9/2018	6118	CVIN LLC D.B.A. VAS	FEB 2018	\$ 525.00
101 - GENERAL FUND	91677	2/9/2018	316	DEPT OF JUSTICE	BLOOD ALCOHOL ANALY	\$ 245.00
101 - GENERAL FUND	91678	2/9/2018	119	DOUG DELEO WELDING	BOTTLE RENTAL ACETY	\$ 380.57
101 - GENERAL FUND	91679	2/9/2018	6249	E-CONOLIGHT	SUPPLIES CITY PARK	\$ 113.74
101 - GENERAL FUND	91681	2/9/2018	4460	EVANS FEED & LIVEST	BLACK GOLD DOG PET	\$ 102.48
101 - GENERAL FUND	91686	2/9/2018	1925	FRUIT GROWERS SUPPL	ENG. STIHL/CLIP HED	\$ 484.81
101 - GENERAL FUND	91687	2/9/2018	148	GOMEZ AUTO & SMOG	1995 FORD RANGER #1	\$ 2,980.99
101 - GENERAL FUND	91688	2/9/2018	5647	GRISWOLD,LASSALLE,C	22752.002	\$ 4,294.49
101 - GENERAL FUND	91691	2/9/2018	192	JAMES WINTON & ASSO	LUSD LLA-JOB#2033	\$ 391.40
101 - GENERAL FUND	91692	2/9/2018	4378	JOSEPH H AVINA	BUILDING INSPECTOR	\$ 826.00
101 - GENERAL FUND	91693	2/9/2018	6256	LEGAL NOTIFICATION	SUBPOENA SET UP	\$ 499.80
101 - GENERAL FUND	91695	2/9/2018	6225	LIFTOFF LLC	OFFICE 365	\$ 161.00
101 - GENERAL FUND	91697	2/9/2018	4067	LINCOLN NAT'L INSUR	LIFE 875164	\$ 3,482.39
101 - GENERAL FUND	91698	2/9/2018	1442	LLOYD ANDERSON ELEC	OLIVE BOWL REPAIRS	\$ 926.71
101 - GENERAL FUND	91703	2/9/2018	5625	NGLIC-SUPERIOR VISI	FEB 2018 VISION PLA	\$ 534.54
101 - GENERAL FUND	91704	2/9/2018	4323	OASIS	PD	\$ 225.00
101 - GENERAL FUND	91705	2/9/2018	1565	OACYS.COM INC	WEBHOSTING	\$ 339.95
101 - GENERAL FUND	91707	2/9/2018	3260	PACIFIC EMPLOYERS	MOU MISC NEGOTIATIN	\$ 4,160.54
101 - GENERAL FUND	91708	2/9/2018	272	PITNEY BOWES INC.	PRINTHEAD REPLACEME	\$ 1,145.96
101 - GENERAL FUND	91710	2/9/2018	276	PORTERVILLE RECORDE	ORDINANCE NO 561	\$ 72.40
101 - GENERAL FUND	91711	2/9/2018	276	PORTERVILLE RECORDE	RENEWAL NEWS PAPER	\$ 199.00
101 - GENERAL FUND	91712	2/9/2018	4264	PRECISION BRAKE & W	MAINT - LIGHT TOWER	\$ 148.87
101 - GENERAL FUND	91715	2/9/2018	3036	PRO FORCE LAW ENFOR		\$ 1,881.64
101 - GENERAL FUND	91717	2/9/2018	285	QUILL CORPORATION		\$ 1,538.81
101 - GENERAL FUND	91719	2/9/2018	5356	RAY MORGAN COMPANY	3035 C.S	\$ 910.01
101 - GENERAL FUND	91720	2/9/2018	6148	SAUL HERNANDEZ CASH	TRUCK #60 UPHOLSTER	\$ 182.40
101 - GENERAL FUND	91722	2/9/2018	5624	SIERRA SANITATION,	FINANCE CHARGES	\$ 3.94
101 - GENERAL FUND	91723	2/9/2018	598	SIERRA VIEW DISTRIC	S.LPD 12/01/17	\$ 25.00
101 - GENERAL FUND	91724	2/9/2018	4488	SIRCHIE FINGER PRIN		\$ 262.69
101 - GENERAL FUND	91726	2/9/2018	310	SOUTHERN CA. EDISON		\$ 20,674.36
101 - GENERAL FUND	91727	2/9/2018	6146	SUPERION, LLC	FEB 2018	\$ 3,209.85
101 - GENERAL FUND	91728	2/9/2018	5755	TELEPACIFIC COMMUNI	JAN 2018	\$ 5,333.04
101 - GENERAL FUND	91729	2/9/2018	144	THE GAS COMPANY	031-415-9000	\$ 4,840.52
101 - GENERAL FUND	91730	2/9/2018	5792	THOMSON REUTERS - W		\$ 239.00
101 - GENERAL FUND	91732	2/9/2018	4849	U.S. BANK EQUIPMENT	C250	\$ 1,297.17
101 - GENERAL FUND	91736	2/9/2018	356	USA BLUEBOOK	YELLOW BOMBER JACKE	\$ 475.25
101 - GENERAL FUND	91737	2/9/2018	1041	VERIZON WIRELESS	ACT 642065758 PD	\$ 187.91
101 - GENERAL FUND	91738	2/9/2018	1604	VISA	BILL Z. CC	\$ 2,404.22
101 - GENERAL FUND	91739	2/9/2018	368	VOLLMER EXCAVATION,	COLD MIX	\$ 1,543.52
101 - GENERAL FUND	91740	2/9/2018	6257	WALLACE TOWING	1994 FREIGHTLINER	\$ 150.00

FUND	Check #	Date	Vendor #	Vendor Name	Description	Amount
261 - GAS TAX FUND	91690	2/9/2018	5541	JACK DAVENPORT SWEE	JAN 2018 SWEEPING	\$ 3,000.00
261 - GAS TAX FUND	91741	2/9/2018	612	WEISENBERGERS ACE H	MAINT SUPPLIES	\$ 347.80
261 - GAS TAX FUND	91742	2/9/2018	382	ZUMAR INDUSTRIES IN	K MARKERS	\$ 2,025.44
300 - MCDERMONT OPERAT	91689	2/9/2018	6253	HARDCASTLE SPECIALT	NEW- FIRE ALARM INS	\$ 2,630.00
300 - MCDERMONT OPERAT	91733	2/9/2018	3904	UK ADVERTISING INC.	NOV 2017	\$ 535.00
400 - WELLNESS CENTER	91668	2/9/2018	2691	CBCINNOVIS, INC.	LISA DAVIS	\$ 23.85
400 - WELLNESS CENTER	91680	2/9/2018	5501	ENVIRONMENTAL HEALT	HEALTH PERMIT WELLN	\$ 422.00
400 - WELLNESS CENTER	91685	2/9/2018	6010	FRONTIER COMMUNICAT	559-562-3657	\$ 783.64
400 - WELLNESS CENTER	91696	2/9/2018	5788	LINCOLN AQUATICS		\$ 999.14
400 - WELLNESS CENTER	91709	2/9/2018	6019	PORTERVILLE PRIVATE	2-3-18	\$ 170.00
552 - WATER	91666	2/9/2018	051	BSK		\$ 1,945.00
552 - WATER	91675	2/9/2018	102	CULLIGAN	ACCT 154799	\$ 651.35
552 - WATER	91682	2/9/2018	3461	FERGUSON ENTERPRISE	60 CONCRETE LIDS	\$ 1,713.29
552 - WATER	91684	2/9/2018	137	FRIANT WATER AUTHOR	SLDMWA BILLING	\$ 3,751.01
552 - WATER	91700	2/9/2018	234	MARTIN'S TIRE & AUT	TIRE REPAIR- FRANK	\$ 16.00
552 - WATER	91713	2/9/2018	5796	PRESORT OF FRESNO L	410043822	\$ 2,425.82
552 - WATER	91714	2/9/2018	5796	PRESORT OF FRESNO L	WATER DBP 6/26/17	\$ 1,008.39
552 - WATER	91718	2/9/2018	6095	RALPH GUTIERREZ WAT	CPO SERVICE JAN.201	\$ 4,000.00
552 - WATER	91721	2/9/2018	4555	THATCHER COMPANY I	CHLORINE	\$ 1,705.71
552 - WATER	91734	2/9/2018	2960	UNITED STATES BUREA		\$ 1,215.10
552 - WATER	91735	2/9/2018	2960	UNITED STATES BUREA	JAN 2018	\$ 443.88
553 - SEWER	91694	2/9/2018	3411	LIBERTY COMPOSTING,	TIPPING FEES BIOSOL	\$ 38,086.96
553 - SEWER	91716	2/9/2018	5684	QUIK-ROOTER	SENIOR CENTER	\$ 265.00
600 - CAPITAL IMPROVEMEN	91706	2/9/2018	2885	OMNI MEANS INC.	DESIGN RNDABOUT/HER	\$ 26,905.53
700 - CDBG REVOLVING LN F	91699	2/9/2018	6254	MARTINA LOPEZ	PAY OFF OVER PAYMEN	\$ 400.00
779 - 00-HOME-0487	91683	2/9/2018	4678	FIRE INSURANCE EXCH	GUADALUPE S.HAZARD	\$ 1,333.88
779 - 00-HOME-0487	91701	2/9/2018	4903	MID-CENTURY INSURAN	JESSE VILLA HAZARD	\$ 696.06
779 - 00-HOME-0487	91702	2/9/2018	6255	NFIP DIRECT SERVI	FLOOD SANDY PEREZ	\$ 1,031.00
779 - 00-HOME-0487	91731	2/9/2018	4922	TRAVELERS INDEMNITY	ANTONIA G. HAZARD	\$ 714.00
883 - SIERRA VIEW ASSESSM	91673	2/9/2018	6090	CLEAN CUT LANDSCAPE	IRRIG. REPAIRAS	\$ 22,564.66



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: FEBRUARY 27, 2018
AGENDA #: 4.3
STAFF: BILL ZIGLER, CITY MANAGER, 559.562.7102, WZIGLER@LINDSAY.CA.US

AGENDA ITEM

TITLE	Approval of 2018 Orange Blossom Festival Advertisement
ACTION	City staff requests that the City Council Approval Advertising in the Orange Blossom Festival Edition of the Foothill Sun Gazette.
PURPOSE	Council Vision/Priority
COUNCIL OBJECTIVE(S)	Increase our keen sense of identity in a physically connected and involved community.

RECOMMENDATION

Staff recommends approval

BACKGROUND | ANALYSIS

The Lindsay City Council has supported advertising in the Foothill Sun Gazette Orange Blossom Festival Edition for many years. Staff has received the request for advertisement of the 2018. The cost is \$519.

This is typically funded through the City Council budget of which there are sufficient funds and there are no further anticipated expenses for this fiscal year.

ATTACHMENT

- Price Sheet
-

2018 ORANGE BLOSSOM FESTIVAL

Publishing date: **March 28**

Ad deadline: **March 2**

Call **Gina Taylor** at **(408) 401-8747**
or email her at ads@thesungazette.com

AD SIZES* AND PRICING

ad size	width x height	price†
Business Card	3.68" x 2.15"	\$79
Quarter-Page	3.68" x 4.425"	\$159
Half-Page	7.5" x 4.425"	\$289
Full-Page	8.5" x 11" (+0.25" bleed all sides)	\$499
Inside Cover	8.5" x 11" (+0.25" bleed all sides)	\$519
Back Cover	8.5" x 11" (+0.25" bleed all sides)	\$529

All Seasons Magazines are distributed with the print edition of the Sun-Gazette newspaper.

* Supplied artwork must be at size, at 300 dpi, using CMYK process colors. There is no art fee for submitting artwork which meets these specifications. Also, if you have advertised with us before, there is no art fee for a "pickup" (rerunning an ad without any art changes in ad size, shape, color, image or text).

† **Art development fee not included:** New artwork design and/or development including up to three (3) proofs, art deadline permitting, \$50 flat fee. Advertiser must allow at minimum one business day production time between proofs.

Art change fee not included: Text change requests on existing artwork created by and/or on file with Mineral King Publishing's production department, \$10 per change.



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STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: FEBRUARY 27, 2018
AGENDA #: 5
STAFF: BRIAN SPAUNHURST, ASSISTANT CITY PLANNER, 559-562-7102 EX. 8032, BSPAUNHURST@LINDSAY.CA.US

AGENDA ITEM

TITLE	Conditional Use Permit No. 18-04
ACTION	Conditional Use Permit application to establish a new restaurant that would include the sale of alcohol in the Central Commercial (CC) Zoning District.
PURPOSE	Discretionary Action
COUNCIL OBJECTIVE(S)	Live in a safe, clean, comfortable and healthy environment. Increase our keen sense of identity in a physically connected and involved community. Nurture attractive residential neighborhoods and business districts. Stimulate, attract and retain local businesses. Advance economic diversity.

RECOMMENDATION

Staff recommends that the City Council approve Conditional Use Permit No. 18-04 based on these findings and with the following conditions:

- As a bona fide restaurant with an ABC Type 41 license, which allows the presence of minors, food service would be the primary use within the facility and the sale of alcohol would be secondary.
 - To maintain a restaurant atmosphere, food service would be available during all business hours.
 - Since an ABC Type 41 license allows for the sale of alcohol and allows for minors to be present, there would be no dark tinting on any windows. This is to allow public safety to quickly and safely respond to any situation within the facility.
 - Shades or window coverings would be permitted to cover windows only temporarily during periods of direct sunlight contacting the window. Shades or window coverings would be required to be removed or raised at all other times and allow for an unobstructed view inside the facility in any area where alcohol is sold or consumed.
 - The operation of this restaurant would meet all requirements of the Lindsay noise ordinance.
 - All signage would comply with the sign ordinance and would require a separate permit.
 - All Tulare County Health Department requirements related to food service would be satisfied.
-



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: FEBRUARY 27, 2018
AGENDA #: 5
STAFF: BRIAN SPAUNHURST, ASSISTANT CITY PLANNER, 559-562-7102 EX. 8032, BSPAUNHURST@LINDSAY.CA.US

BACKGROUND | ANALYSIS

Conditional Use Permit No. 18-04 is a request by Harry Park to establish a new restaurant at 268 N. Highway 65, where food along with beer, and wine, would be sold under a Type 41 (Restaurant) ABC License. Conditional use permit approval is required when a restaurant includes the sale of alcohol in the central commercial (CC) zoning district.

The site is within an existing commercial structure in the Olivewood Plaza shopping center. The site is surrounded by urban uses and fronts onto Hermosa Street.

The location and layout of the restaurant are appropriate for the site. This location was previously used as a pizza parlor.

The Type 41 license would ensure food service as the primary use of this site and the sale of alcohol would be secondary. Mr. Park is also requesting permission to utilize a small portion of the dining area to offer Karaoke to his customers on select days of the week after regular dinner hours.

ALTERNATIVES

- Approve with modifications
- Deny
- Instruct staff to obtain additional information.

BENEFIT TO OR IMPACT ON CITY RESOURCES

Benefits include achieving the Council Objectives identified.

No impacts are anticipated.

ENVIRONMENTAL REVIEW

California Environmental Quality Act (CEQA), Article 19, Section §15301 identifies existing facilities projects as categorically exempt.

POLICY ISSUES

Zoning and Land Use: The Lindsay General Plan designates the subject property for central commercial development and the property is zoned CC (central commercial). Conditional Use Permit approval via



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: FEBRUARY 27, 2018
AGENDA #: 5
STAFF: BRIAN SPAUNHURST, ASSISTANT CITY PLANNER, 559-562-7102 EX. 8032, BSPAUNHURST@LINDSAY.CA.US

the public hearing process is required when a restaurant desires to sell distilled spirits within the central commercial zoning district, per sections 18.10.030.C and D of the Municipal Code.

Conditional Use Permit Review: Section 18.17.010 of the zoning ordinance states that in certain districts, conditional uses are permitted subject to the granting of a use permit. Because of their unusual characteristics, conditional uses require special considerations so that they may be located properly with respect to the objectives of the zoning code and their effects on surrounding properties. The City Council may grant or deny applications for use permits and may impose reasonable conditions on use permits.

PUBLIC OUTREACH

POSTED IN THIS AGENDA

POSTED IN NEWSPAPER

ATTACHMENTS

- Draft Resolution
- Zoning Map

RESOLUTION NO. 18-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY APPROVING CONDITIONAL USE PERMIT NO. 18-04, A REQUEST BY HARRY PARK TO SELL BEER AND WINE IN A RESTAURANT SETTING WITH ABC LICENSE TYPE 41 WITHIN THE CC ZONING DISTRICT, FOR PROPERTY LOCATED AT 268 N. HIGHWAY 65.

At a regularly scheduled meeting of the City Council of the City of Lindsay, held February 27, 2018, at the hour of 6:00 p.m. in the Council Chambers at City Hall, Lindsay, California 93247, the following resolution was adopted:

THAT WHEREAS, Conditional Use Permit Application No. 18-04, a request by Harry Park to sell beer and wine in a restaurant setting, for property located at 268 N. Highway 65, and located within the central commercial zoning district, was filed pursuant to the regulations contained in Ordinance No. 437, the Zoning Ordinance of the City of Lindsay; and

WHEREAS, the City Council of the City of Lindsay did hold a public hearing before said Council on February 27, 2018; and

WHEREAS, planning staff has prepared necessary investigations and prepared a staff report of information bearing upon the Conditional Use Permit Application; and

WHEREAS, the applicant has requested a type 41 ABC license, which allows for the sale of beer and wine and allows for minors to be present; and

WHEREAS, public safety can best serve and protect the public interest when it can quickly and clearly determine potential threats within an establishment, especially where both alcohol and minors are present; and

WHEREAS, the project is categorically exempt from the provisions of the California Environmental Quality Act, as existing facilities.

NOW, THEREFORE, BE IT RESOLVED that the project is exempt from further environmental review pursuant to CEQA Section 15301.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of Lindsay finds the proposed Conditional Use Permit to be consistent with the provisions of the City of Lindsay Zoning Ordinance (Municipal Code Title 18).

BE IT FURTHER RESOLVED, that the City Council of the City of Lindsay hereby approves the above described Conditional Use Permit application, subject to the following conditions:

SECTION 1. That as a bona fide restaurant with an ABC Type 41 license, which allows for the presence of minors, food service shall be the primary use within the facility and the sale of beer and wine shall be secondary.

SECTION 2. To maintain a restaurant atmosphere, food service shall be available during all business hours.

SECTION 3. That shades or window coverings shall cover windows only temporarily during periods of direct sunlight contacting the window. Shades or window coverings shall be required to be removed or raised at all other times to allow for an unobstructed view inside the facility wherever alcohol is sold or consumed.

SECTION 4. That to facilitate public safety, no dark tinting or any other material or covering that would obstruct the view into the facility through exterior windows fronting on to the shopping center parking lot, excepting the items providing temporary coverage mentioned in section 2, shall be permitted on windows wherever alcohol is sold or consumed.

SECTION 5. That the operation of this restaurant shall meet all requirements of the Lindsay Noise Ordinance.

SECTION 6. That all signage shall comply with the sign ordinance and shall require a separate permit.

SECTION 7. That all California Department of Alcoholic Beverage Control requirements shall be met.

SECTION 8. That all Tulare County Health Department requirements related to the serving of food within this setting shall be satisfied.

SECTION 9. That the applicant shall pay all applicable fees.

SECTION 10. That all other city codes and ordinances shall apply.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Lindsay this 27th day of February 2018.

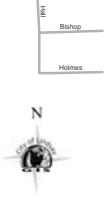
ATTEST:

CITY COUNCIL OF THE CITY OF LINDSAY

Bret Harmon, City Clerk

Pamela Kimball, Mayor

CITY OF LINDSAY ZONING MAP



Legend

- City Limits
- Railroad
- State Highway
- Streets
- ▭ Parcels

Zoning

- ▭ (CC) Central Commercial
- ▭ (CH) Highway Commercial
- ▭ (CN) Neighborhood Commercial
- ▭ (CS) Service Commercial
- ▭ (IH) Heavy Industrial
- ▭ (IL) Light Industrial
- ▭ (MXU) Mixed-Use
- ▭ (PO) Professional Offices
- ▭ (R-1-7) Single Family Residential
- ▭ (RCO) Resource, Conserv. & Open Space
- ▭ (RM-1.5) Office/High Density
- ▭ (RM-3) Multi-Family Residential
- ▭ (RM-MH8) Multi-Family Residential
- ▭ Unknown

Project Location



Base Data Provided by Tulare County
 Created by Brian Spahrhurst
 Planning and Economic Development Department
 Created June 23, 2014
 The Features Produced by These Data Are
 Only for Representations and Are not Intended
 For Legal or Survey Purposes.



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: FEBRUARY 27, 2018
AGENDA #: 6
STAFF: Michael Camarena, Director of City Services

AGENDA ITEM

TITLE 2018 Contract Year Temporary 215 Water Service Contract

ACTION Approve Resolution No. 18-12, a Resolution of the City Council of the City of Lindsay Authorizing the Mayor to Sign 2018 Contract Year Temporary 215 Water Service Contract No. 18-WC-20-5180, Friant Division, Central Valley Project (CVP), California

PURPOSE *Statutory/Contractual Requirement*
Discretionary Action

COUNCIL OBJECTIVE(S) Live in a safe, clean, comfortable and healthy environment.
Nurture attractive residential neighborhoods and business districts.
Advance economic diversity.
Yield a fiscally self-reliant city government while providing effective, basic municipal services.

RECOMMENDATION

Approve Resolution No. 18-12

BACKGROUND | ANALYSIS

Temporary Irrigation 215 and Municipal & Industrial Spill Water Definition.

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

- **Application.** Section 215 and M&I spill Water Rates apply to irrigation and M&I contractors who take such water in accordance with temporary 1-year contracts. Certain contractors also have an entitlement to take Section 215 water in lieu of Class 2 CVP water. In the latter instance, the water is treated as Class 2 water with Class 2 water rates, although not subject to RRA requirements.
 - **Method.** Section 215 and M&I spill Water Rates are calculated similarly to Warren Act rates. As Section 215 and spill water are defined as unstorable water, both storage O&M and storage capital are excluded from Section 215 and Spill Water Rates. Revenues earned from delivery of this water are treated as an offset against water marketing O&M costs.
-



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: FEBRUARY 27, 2018
AGENDA #: 6
STAFF: Michael Camarena, Director of City Services

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

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

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

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

ALTERNATIVES

- Do not approve Resolution No. 18- . The ability to utilize delivery of 215 water would be lost.

BENEFIT TO OR IMPACT ON CITY RESOURCES

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

ENVIRONMENTAL REVIEW

None at this time.

POLICY ISSUES

None at this time.

PUBLIC OUTREACH

POSTED IN THIS AGENDA

ATTACHMENTS

- Resolution No. 18-12, a Resolution of the City Council of the City of Lindsay Authorizing the Mayor to Sign 2018 Contract Year Temporary 215 Water Service Contract No. 18-WC-20-5180, Friant Division, Central Valley Project (CVP), California.
 - 2018 Contract Year Temporary 215 Water Service Contract No. 18-WC-20-5180, Friant Division, Central Valley Project (CVP), California.
-

RESOLUTION NO. 18-12

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY
AUTHORIZING THE MAYOR TO SIGN 2018 CONTRACT YEAR
TEMPORARY 215 WATER SERVICE CONTRACT NO. 18-WC-20-5180,
FRIANT DIVISION CENTRAL VALLEY PROJECT (CVP), CALIFORNIA**

At a Regular meeting of the City Council of the City of Lindsay held the 27th day of February 2018, at 6:00 p.m. of said day, in the Council Chambers at City Hall, 251 East Honolulu, Lindsay, California 93247, the following resolution was adopted:

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

NOW, THEREFORE, BE IT RESOLVED that the Lindsay City Council hereby approves the 2018 Contract Year Temporary 215 Water Service Contract No. 18-WC-20-5180, Friant Division, Central Valley Project (CVP), California; and

BE IT FURTHER RESOLVED, that the terms and conditions of the contract are in the best interests of the City of Lindsay and now therefore directs the Mayor to execute the document herein referenced as 18-WC-20-5180, on behalf of the City of Lindsay.

PASSED AND ADOPTED by the City Council of the City of Lindsay this 27th day of February 2018.

CITY COUNCIL OF THE CITY OF LINDSAY

Pamela Kimball, Mayor

ATTEST:

Bret Harmon, City Clerk

CITY OF LINDSAY)
COUNTY OF TULARE) CITY CLERK CERTIFICATION
STATE OF CALIFORNIA)

I, Bret Harmon, City Clerk of the City of Lindsay, do hereby certify that the foregoing is a full, true and correct copy of the original Resolution No. 18-12, introduced at a regular meeting of the City Council of the City of Lindsay held the 27th day of February 2018, and adopted by the City Council of the City of Lindsay, upon motion of _____, second of _____, by the following vote, as the same appears of record and on file in my office:

AYES:
NOES:
ABSENT:
ABSTAIN:

WITNESS my hand and Corporate City Seal this 27th day of February 2018.

OFFICE OF THE CITY CLERK OF LINDSAY

Bret Harmon, City Clerk

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

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

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

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

9 THIS CONTRACT, made this _____ day of _____, 20____,

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

17 WITNESSETH, That:

18 EXPLANATORY RECITALS

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

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

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

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

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

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

37 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

94

TERM OF CONTRACT

95 2. This Contract shall become effective on the date first hereinabove written and
96 shall remain in effect through February 28, 2019. This Contract shall not be extended or
97 renewed and no provision of this Contract shall be construed in any way as a basis for the
98 Contractor to establish any priority or right to a Project water supply or to obligate the
99 United States to enter into any other contract. Moreover, nothing in this Contract shall be
100 construed to modify, amend, or supersede any term or provision of Contractor's water service or
101 water repayment contract with the United States.

102

WATER TO BE MADE AVAILABLE TO THE CONTRACTOR

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

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

117 Officer determines that Temporary Water is no longer available.

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

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

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

125 TIME FOR DELIVERY OF WATER

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

134 POINTS OF DELIVERY – RESPONSIBILITY
135 FOR DISTRIBUTION OF WATER

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

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

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

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

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

168 WATER MEASUREMENT WITHIN CONTRACTOR'S SERVICE AREA

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

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

184 PAYMENTS AND ADJUSTMENTS

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

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

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

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

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

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

215 RETURN FLOWS

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

224 OPERATION AND MAINTENANCE BY OPERATING NON-FEDERAL ENTITY

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

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

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

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

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

252 OPINIONS AND DETERMINATIONS

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

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

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

268 PROTECTION OF WATER AND AIR QUALITY

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

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

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

284 CHARGES FOR DELINQUENT PAYMENTS

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

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

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

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

302 EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

347 GENERAL OBLIGATION – BENEFITS CONDITIONED UPON PAYMENT

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

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

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

362

BOOKS, RECORDS, AND REPORTS

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

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

377 CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS

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

383 ASSIGNMENT LIMITED – SUCCESSORS AND ASSIGNS OBLIGATED

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

387 OFFICIALS NOT TO BENEFIT

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

391 COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

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

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

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

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

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

416 NOTICES

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

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

427

MEDIUM FOR TRANSMITTING PAYMENTS

428 21. (a) All payments from the Contractor to the United States under this contract
429 shall be by the medium requested by the United States on or before the date the payment is due.
430 The required method of payment may include checks, wire transfers, or other types of payment
431 specified by the United States.

432 (b) Upon execution of the contract, the Contractor shall furnish the
433 Contracting Officer with the Contractor's taxpayer's identification number (TIN). The purpose
434 for requiring the Contractor's TIN is for collecting and reporting any delinquent amounts arising
435 out of the Contractor's relationship with the United States.

436

CONTRACT DRAFTING CONSIDERATIONS

437 22. This Contract has been negotiated and reviewed by the parties hereto, each
438 of whom is sophisticated in the matters to which this Contract pertains. The double-spaced
439 articles of this Contract have been drafted, negotiated, and reviewed by the parties, and no one
440 party shall be considered to have drafted the stated articles.

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

443 UNITED STATES OF AMERICA

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

448 CITY OF LINDSAY

449
450
451
452 By: _____
Mayor

453 (SEAL)

454 Attest:

455 By: _____
456 City Clerk

EXHIBIT A

[PLACEHOLDER PAGE FOR CONTRACTOR'S SERVICE AREA MAP]

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

EXHIBIT B

**Contract Year 2018
Section 215 Water
CITY OF LINDSAY
Rates and Charges
(Per Acre-Foot)**

	Irrigation Water	M&I/Other Water
COST-OF-SERVICE RATE		
Capital Conveyance Component	\$13.85	\$0.17
O&M Component		
Water Marketing	\$11.17	\$6.70
Conveyance ¹	\$0.00	\$0.00
Conveyance Pumping ¹	\$0.00	\$0.00
Total Cost of Service Rate	\$25.02	\$6.87
CHARGES (Payments in addition to Rates)		
P.L. 102-575 Surcharges²		
Friant Surcharge	\$7.00	\$7.00
Restoration Fund Surcharge	\$10.47	\$20.94
P.L. 106-377 Assessment³		
Trinity Public Utilities District	\$0.30	\$0.30
Total Charges and Assessments	\$17.77	\$28.24
Total Per Acre-Foot	\$42.79	\$35.11

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

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

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

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



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: FEBRUARY 27, 2018
AGENDA #: 7
STAFF: MARSHA BUELNA, CODE ENFORCEMENT OFFICER,
559-331-0550, MBUELNA@LINDSAY.CA.US

AGENDA ITEM

TITLE	Ordinance No. 563
ACTION	Add Municipal Code Chapter 1.18 Administrative Citations, Sections 1.18.010 through 1.18.150 to enforce municipal codes within the city.
PURPOSE	To protect the public health, safety and welfare of the citizens of the city.
COUNCIL OBJECTIVE(S)	Live in a safe, clean, comfortable and healthy environment. Increase our keen sense of identity in a physically connected and involved community. Nurture attractive residential neighborhoods and business districts. Dedicate resources to retain a friendly, small-town atmosphere. Yield a fiscally self-reliant city government while providing effective, basic municipal services.

RECOMMENDATION

Staff Recommends Approval

BACKGROUND | ANALYSIS

Ordinance No. 563 is a request by City Staff to add sections 1.18.010 and 1.18.150 of the Lindsay Municipal Code to enforce municipal codes within the Single Family Residential (R-1-7) and Multi-Family Residential (RM-3) zoning districts. The proposed addition reads as follows:

Proposed Addition

1. Proposed deleted text is shown in ~~striktthrough~~ text.
 2. Proposed new text is shown in *underline italic* text.
 3. Commentary (not part of the proposed ordinance, but provided for explanation and background/rationale purposes) is shown in **highlighted italic** text.
-



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: FEBRUARY 27, 2018
AGENDA #: 7
STAFF: MARSHA BUELNA, CODE ENFORCEMENT OFFICER,
559-331-0550, MBUELNA@LINDSAY.CA.US

Chapter 1.18

ADMINISTRATIVE CITATIONS

Sections:

<u>1.18.010</u>	<u>LEGISLATIVE FINDINGS AND STATEMENT OF PURPOSE</u>
<u>1.18.020</u>	<u>DEFINITIONS</u>
<u>1.18.030</u>	<u>AUTHORITY</u>
<u>1.18.040</u>	<u>VIOLATIONS, PENELATIES AND ENFORCEMENT</u>
<u>1.18.050</u>	<u>SERVICE PROCEDURES</u>
<u>1.18.060</u>	<u>CONTENTS OF NOTICE</u>
<u>1.18.070</u>	<u>SATISFACTION OF ADMINISTRATIVE CITATION</u>
<u>1.18.080</u>	<u>APPEAL OF ADMINISTRATIVE CITATION</u>
<u>1.18.090</u>	<u>HEARING OFFICER</u>
<u>1.18.100</u>	<u>HEARING PROCEDURE</u>
<u>1.18.110</u>	<u>HEARING OFFICERS DECISION</u>
<u>1.18.120</u>	<u>FAILURE TO PAY FINES</u>
<u>1.18.130</u>	<u>RIGHT TO JUDICIAL REVIEW</u>
<u>1.18.140</u>	<u>NOTICES</u>
<u>1.18.150</u>	<u>SEVERABILITY</u>

The proposed table of contents outlines clear and concise titles for the proposed sections to aid in ease of readability and referencing.

1.18.010 **Legislative findings and statement of purpose.**

A. Alternative Method of Enforcement: The city council hereby finds that there is a need for an alternative method of enforcement for minor violations of this code, or state codes specifically adopted by reference in the applicable chapters of this code. The city council further finds that an appropriate method of enforcement for minor violations is and administrative citation program as authorized by Government Code section 53069.4.



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: FEBRUARY 27, 2018
AGENDA #: 7
STAFF: MARSHA BUELNA, CODE ENFORCEMENT OFFICER,
559-331-0550, MBUELNA@LINDSAY.CA.US

B. Procedures Additional to Other Remedies: The procedures established in this article shall be in addition to criminal, civil or any other legal remedy established by law, which may be pursued to address violations of this code and state codes specifically adopted by reference in the applicable chapters of this code.

C. City Goals: The city council hereby finds and determines that enforcement of this code, other ordinance adopted by the city, conditions on entitlements and terms and condition of city agreements are matters of local concern and serve important public purposes. Consistent with its powers as a charter city, the city of Lindsay adopts this administrative citation program provision in order to achieve the following goals, and:

- 1. To protect the public health, safety and welfare of the citizens of the city;*
- 2. To gain compliance with this code and state codes specifically adopted by reference in the applicable chapters of this code in a timely and efficient manner;*
- 3. To provide a method to hold parties responsible when they fail or refuse to comply with the provisions of this code and state codes specifically adopted by reference in the applicable chapters of this codes;*
- 4. To minimize the expense and delay where the sole remedy is to pursue responsible parties in the civil or criminal justice system;*
- 5. To provide for an administrative process to appeal the imposition of administrative citations and fines.*

D. Purpose: The purpose of this article is to enable the city, acting as a charter city pursuant to article XI, sections 5 and 7 of the state constitution, to impose and collect civil administrative fines in conjunction with the enforcement of provisions of this code or state codes specifically adopted by reference in the applicable chapters of this code. Notwithstanding the provisions herein, the city has, and shall continue to employ, the philosophy of voluntary compliance when seeking compliance with this code and state codes specifically adopted by reference in the applicable chapters of this code.

E. Voluntary Compliance: Prior to the implementation of the enforcement policies and penalties stated herein, voluntary compliance approaches, when practical, should first be used in order to educate city property owners and businesses concerning the requirements of this code, or state codes specifically adopted by reference in the applicable chapters of this code, and the corrective action necessary to correct a violation of this code and state codes specifically adopted by reference in the applicable chapters of this code.

F. Use of Provisions Discretionary: Use of this article shall be at the sole discretion of the city.



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: FEBRUARY 27, 2018
AGENDA #: 7
STAFF: MARSHA BUELNA, CODE ENFORCEMENT OFFICER,
559-331-0550, MBUELNA@LINDSAY.CA.US

1.18.020 **Definitions**

The following terms shall mean:

ENFORCEMENT OFFICER: Any officer or employee with the authority to enforce this code, and state codes specifically adopted by reference in the applicable chapters of this code.

HEARING OFFICER: Any person appointed by the city manager to preside over the administrative hearings provided for in this article.

RESPONSIBLE PERSON: Any individual or entity who is the registered owner or occupant of real property, owner or authorized agent of any business, company, or entity, or the parent or the legal guardian of any person under the age of eighteen (18) years, who causes or maintains a violation of this code or state codes specifically adopted by reference in the applicable chapters of this code.

1.18.030 **Authority**

- A. Issuance of Citation: Any person violating any provision of this code, or state codes specifically adopted by reference in the applicable chapters of this code, may be issued an administrative citation by an enforcement officer as provided in this chapter. A violation of this code includes, but is not limited to: all violations of this code, and applicable state codes, ordinances or regulations adopted by the city council; or the failure to comply with any condition imposed by any entitlement, permit, agreement or environmental document issued or approved under the provisions of this code.
- B. Each Day a Separate Offense: Each and every day a violation exists may constitute a separate and distinct offense.
- C. Civil Fine: A civil fine shall be assessed by means of an administrative citation issued by the enforcement officer and shall be payable directly to the city of Lindsay.

1.18.040 **Violations, Penalties and Enforcement**

The city council of the city of Lindsay intends to secure compliance with the provisions of this code, and state codes specifically adopted by reference in the applicable chapters of this code. To the extent that such compliance may be achieved by less drastic methods of enforcement, the following alternate, separate and distinct methods may be utilized. Each method set forth herein is intended to be mutually exclusive and does not prevent concurrent or consecutive methods being used to achieve compliance against continuing violations. Each and every day any such violations exist constitutes a separate offense. Notwithstanding any other provisions of this code, and state codes specifically adopted by reference in the applicable chapters of this code, each violation of the provisions of this code may be enforced alternatively as follows:

A. Misdemeanor: Unless otherwise specified in this code, any person violating any of the provisions or failing to comply with any of the mandatory requirements of this code, and state codes specifically adopted by reference in the applicable chapters of this code, may be prosecuted for a misdemeanor.



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Written citations for misdemeanors may be issued by police officers or by nonsafety employees designated by this code. Any person convicted of a misdemeanor under the provisions of this code, and state codes specifically adopted by reference in the applicable chapters of this code, shall be punished by a fine not exceeding one thousand dollars (\$1,000.00) or imprisonment for a term not exceeding six (6) months, or by both such fine and imprisonment.

B. Infraction: In the alternative, with the concurrence of the city attorney, any person violating any of the provisions or failing to comply with any of the mandatory requirements of this code, and state codes specifically adopted by reference in the applicable chapters of this code, may be prosecuted for an infraction. Written citations for infractions may be issued by police officers or nonsafety employees designated by this code. Unless otherwise set forth in this code, fines shall be assessed in the amounts specified as follows:

1. A fine not exceeding one hundred dollars (\$100.00) for a first violation;
2. A fine not exceeding two hundred dollars (\$200.00) for a second violation of the same ordinance within twelve (12) months, or five hundred dollars (\$500.00) for building and safety code violations;
3. A fine not exceeding five hundred dollars (\$500.00) for each additional violation of the same ordinance within twelve (12) months, or one thousand dollars (\$1,000.00) for building and safety code violations.

C. Civil Action: The city attorney, or an attorney hired for such purposes by and at the request of the city council, may institute an action in any court of competent jurisdiction to restrain, enjoin or abate the condition(s) found to be in violation of the provisions of this code, or state codes specifically adopted by reference in the applicable chapters of this code, as provided by law, and the city shall be entitled to its attorney fees and costs.

D. Administrative Citation: Upon a finding by the city official vested with the authority to enforce the various provisions of this code, or state codes specifically adopted by reference in the applicable chapters of this code, that a violation exists, he or she may issue an administrative citation under the provisions of this article. (Ord. 1720 § 3, 5-1-2007)

1.18.050 SERVICE PROCEDURES

An administrative citation on a form approved by the city manager shall be issued to the responsible person by an enforcement officer for violations of this code, or state codes specifically adopted by reference in the applicable chapters of this code, in the following manner:



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A. Personal Service: In any case where an administrative citation is issued:

1. The enforcement officer shall attempt to locate and personally serve the responsible person and obtain the signature of the responsible person on the administrative citation.
2. If the responsible person served refuses or fails to sign the administrative citation, the failure or refusal to sign shall not affect the validity of the administrative citation or of subsequent proceedings.

B. Service of Citation By Mail: If the enforcement officer is unable to locate the responsible person, the administrative citation shall be mailed to the responsible person by certified mail, postage prepaid, with a requested return receipt. Simultaneously, the citation may be sent by first class mail. If the citation is sent by certified mail and returned unsigned, then service shall be deemed effective pursuant to first class mail, provided the citation sent by first class mail is not returned.

C. Service by Citation By Posting Notice: If the enforcement officer does not succeed in serving the responsible person personally, or by certified mail or regular mail, the enforcement officer shall post the administrative citation on any real property within the city where the city has knowledge that the responsible person has a legal interest, and such posting shall be deemed effective service. (Ord. 1720 § 3, 5-1-2007)

1.18.060 **CONTENTS OF NOTICE**

Each administrative citation shall contain the following information:

A. Date, approximate time, and address or definite description of the location where the violation(s) was observed;

B. The code sections or conditions violated and a description of the violation(s);

C. An order to the responsible person to correct the violations within the time specified, and an explanation of the consequences of failure to correct the violation(s);

D. The amount of the fine for the violation(s);

E. An explanation of how the fine shall be paid and the time period by which it shall be paid;

F. Identification of rights of appeal, including the time within which the citation may be contested and the place to obtain a request for hearing form to contest the administrative citation; and

G. The name and signature of the enforcement officer.

H. If possible, the signature of the responsible person. (Ord. 1720 § 3, 5-1-2007)



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1.18.070 SATISFACTION OF ADMINISTRATIVE CITATION

Upon receipt of a citation, the responsible person shall:

A. Pay the fine to the city within fifteen (15) working days from the issuance date of the administrative citation. All fines assessed shall be payable to the city of Lindsay. Payment of a fine shall not excuse or discharge the failure to correct the violation(s) nor shall it bar further enforcement action by the city; and

B. Remedy the violation(s). If the responsible person fails to correct the violation(s), subsequent administrative citations may be issued for the same violation(s). The amount of the fine for failure to correct the violation shall increase at a rate specified in this article or by ordinance. (Ord. 1720 § 3, 5-1-2007)

1.18.080 APPEAL OF ADMINISTRATIVE CITATION

Any recipient of an administrative citation may contest that there was a violation of this code, or state codes specifically adopted by reference in the applicable chapters of this code, or that he or she is the responsible person by completing a request for hearing form and returning it to the city within fifteen (15) working days from the issuance date of the administrative citation, together with an advanced deposit (full amount) of the fine. Any administrative citation fine, which has been deposited, shall be refunded if it is determined, after a hearing, that the person charged in the administrative citation was not the responsible person for the violation(s) or that there was no violation(s) as charged in the administrative citation. (Ord. 1720 § 3, 5-1-2007)

1.18.090 HEARING OFFICER

The city manager shall designate the hearing officer for the administrative citation hearing. The hearing officer shall not be a current Lindsay city employee. The employment, performance evaluation, compensation and benefits of the hearing officer, if any, shall not be directly or indirectly conditioned upon the amount of administrative citation fines upheld by the hearing officer. (Ord. 1720 § 3, 5-1-2007)

1.18.100 HEARING PROCEDURE

A. Request for Hearing: No hearing to contest an administrative citation before a hearing officer shall be held unless and until a request for hearing form has been completed and submitted, and the fine has been deposited in advance.

B. Setting Date for Hearing: A hearing before the hearing officer shall be set for a date that is not less than fifteen (15) working days and not more than sixty (60) working days from the date that the request for hearing is filed in accordance with the provisions of this article. The person requesting the hearing shall be notified of the time and place set for the hearing at least ten (10) working days prior to the date of the hearing.



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C. Considering Evidence: The enforcement hearing officer shall only consider evidence that is relevant to whether the violation(s) occurred and whether the responsible person has caused or maintained the violation(s) of this code, or state codes specifically adopted by reference in the applicable chapters of this code, on the date(s) specified in the administrative citation.

D. Testimony and Witnesses Allowed: The responsible person contesting the administrative citation shall be given the opportunity to testify and present witnesses and evidence concerning the administrative citation.

E. Failure to Appear: The failure of any recipient of an administrative citation to appear at the administrative citation hearing shall constitute a forfeiture of the fine and a failure to exhaust their administrative remedies.

F. Evidence of Facts: The administrative citation and any additional documents submitted by the enforcement officer shall constitute prima facie evidence of the respective facts contained in those documents.

G. Submission of Additional Written Report To Hearing Officer: If the enforcement officer submits an additional written report concerning the administrative citation to the hearing officer for consideration at the hearing, then a copy of this report also shall be served by mail on the person requesting the hearing at least five (5) working days prior to the date of the hearing. At least ten (10) working days prior to the hearing, the recipient of an administrative citation shall be provided with copies of the citations, reports and other documents submitted or relied upon by the enforcement officer. No other discovery is permitted. Formal rules of evidence shall not apply.

H. Continuation of Hearing: The hearing officer may continue the hearing and request additional information from the enforcement officer or the recipient of the administrative citation prior to issuing a written decision. (Ord. 1720 § 3, 5-1-2007)

1.18.110 HEARING OFFICER'S DECISION

A. Issuance of Written Decision: After considering all of the testimony and evidence submitted at the hearing, the hearing officer shall issue a written decision within ten (10) working days of the close of the hearing to uphold or deny the administrative citation and shall list in the decision the reasons for that decision. The decision of the hearing officer shall be final, subject to judicial review.

B. Citation Upheld: If the hearing officer determines that the administrative citation should be upheld, then the fine amount on deposit with the city shall be retained by the city.

C. Citation Dismissal: If the hearing officer determines that the administrative citation should be dismissed, the city shall refund the amount of the deposit within ten (10) working days of the date of its receipt of the decision.



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D. Notice of Decision To Recipient: The recipient of the administrative citation shall be served with a copy of the hearing officer's written decision in the manner prescribed above. (Ord. 1720 § 3, 5-1-2007)

1.18.120 **FAILURE TO PAY FINES**

The failure of any person to pay the civil fines assessed by an administrative citation within the time specified on the citation may result in the matter being referred to the city of Lindsay - finance, to file a claim with the small claims court. Alternatively, the city may pursue any other legal remedy to collect the civil fines. The city may also recover all of its collection costs, including its attorney fees. (Ord. 1720 § 3, 5-1-2007)

1.18.130 **RIGHT TO JUDICIAL REVIEW**

Any person aggrieved by a decision of a hearing officer on an administrative citation may obtain review of the administrative decision by filing a petition for review with the Tulare County superior court in accordance with the time lines and provisions as set forth in California Government Code section 53069.4. (Ord. 1720 § 3, 5-1-2007)

1.18.140 **NOTICES**

A. The administration citation and all notices to be given by this article shall be served on the responsible person in accordance with the provisions of this article.

B. Failure to receive any notice specified in this article does not affect the validity of proceedings conducted hereunder. (Ord. 1720 § 3, 5-1-2007)

1.18.150 **SEVERABILITY**

If any section, subsection, sentence, clause or phrase of this article is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this article. The city council hereby declares that it would have passed this article and each section, subsection, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional. (Ord. 1720 § 3, 5-1-2007)

The proposed addition would allow the Code Enforcement Officer to provide a localized method to hold parties responsible when they fail or refuse to comply with the provisions of this code and state codes specifically adopted by reference in the applicable chapters of this code. By providing a localized method of compliance, the City will not have to rely on or burden County or State resources. In addition, many issues will be resolved using less City time and resources thus creating faster results in the City Council's goals and objectives identified.



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ALTERNATIVES

- Approve with modification
- Direct staff to provide additional information
- Deny request

BENEFIT TO OR IMPACT ON CITY RESOURCES

Benefits include increased ability to protect the public health, safety and welfare of the citizens of the city.

Potential impacts to the City include increased staff time and resources to identify small code violations throughout the community.

ENVIRONMENTAL REVIEW

The proposed addition is exempt from the California Environmental Quality Act (CEQA) as it is not a project pursuant to Section 15378 of the CEQA Guidelines.

POLICY ISSUES

None

PUBLIC OUTREACH

Public outreach includes posting in the local newspaper

ATTACHMENTS

- Ordinance No. 563

ORDINANCE NO. 563
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LINDSAY
ADDITION CHAPTER 1.18 SECTIONS 1.18.010 THROUGH 1.18.150 OF THE LINDSAY
MUNICIPAL CODE PERTAINING TO ADMINISTRATIVE CITATIONS.

THE CITY COUNCIL OF THE CITY OF LINDSAY DOES ORDAIN AS FOLLOWS:

ARTICLE 1: Chapter 1.18 of the Lindsay Municipal Code shall read as follows:

1.18.010 Legislative findings and statement of purpose.

A. Alternative Method of Enforcement: The city council hereby finds that there is a need for an alternative method of enforcement for minor violations of this code, or state codes specifically adopted by reference in the applicable chapters of this code. The city council further finds that an appropriate method of enforcement for minor violations is and administrative citation program as authorized by Government Code section 53069.4.

B. Procedures Additional to Other Remedies: The procedures established in this article shall be in addition to criminal, civil or any other legal remedy established by law, which may be pursued to address violations of this code and state codes specifically adopted by reference in the applicable chapters of this code.

C. City Goals: The city council hereby finds and determines that enforcement of this code, other ordinance adopted by the city, conditions on entitlements and terms and condition of city agreements are matters of local concern and serve important public purposes. Consistent with its powers as a charter city, the city of Lindsay adopts this administrative citation program provision in order to achieve the following goals, and:

1. To protect the public health, safety and welfare of the citizens of the city;
2. To gain compliance with this code and state codes specifically adopted by reference in the applicable chapters of this code in a timely and efficient manner;
3. To provide a method to hold parties responsible when they fail or refuse to comply with the provisions of this code and state codes specifically adopted by reference in the applicable chapters of this codes;
4. To minimize the expense and delay where the sole remedy is to pursue responsible parties in the civil or criminal justice system;
5. To provide for an administrative process to appeal the imposition of administrative citations and fines.

D. Purpose: The purpose of this article is to enable the city, acting as a charter city pursuant to article XI, sections 5 and 7 of the state constitution, to impose and collect civil administrative fines in conjunction with the enforcement of provisions of this code or state codes specifically adopted by reference in the applicable chapters of this code. Notwithstanding the provisions herein, the city has, and shall continue to employ, the philosophy of voluntary compliance when seeking compliance with this code and state codes specifically adopted by reference in the applicable chapters of this code.

E. Voluntary Compliance: Prior to the implementation of the enforcement policies and penalties stated herein, voluntary compliance approaches, when practical, should first be used in order to educate

city property owners and businesses concerning the requirements of this code, or state codes specifically adopted by reference in the applicable chapters of this code, and the corrective action necessary to correct a violation of this code and state codes specifically adopted by reference in the applicable chapters of this code.

F. Use of Provisions Discretionary: Use of this article shall be at the sole discretion of the city.

1.18.020 Definitions

The following terms shall mean:

ENFORCEMENT OFFICER: Any officer or employee with the authority to enforce this code, and state codes specifically adopted by reference in the applicable chapters of this code.

HEARING OFFICER: Any person appointed by the city manager to preside over the administrative hearings provided for in this article.

RESPONSIBLE PERSON: Any individual or entity who is the registered owner or occupant of real property, owner or authorized agent of any business, company, or entity, or the parent or the legal guardian of any person under the age of eighteen (18) years, who causes or maintains a violation of this code or state codes specifically adopted by reference in the applicable chapters of this code.

1.18.030 Authority

A. Issuance of Citation: Any person violating any provision of this code, or state codes specifically adopted by reference in the applicable chapters of this code, may be issued an administrative citation by an enforcement officer as provided in this chapter. A violation of this code includes, but is not limited to: all violations of this code, and applicable state codes, ordinances or regulations adopted by the city council; or the failure to comply with any condition imposed by any entitlement, permit, agreement or environmental document issued or approved under the provisions of this code.

B. Each Day a Separate Offense: Each and every day a violation exists may constitute a separate and distinct offense.

C. Civil Fine: A civil fine shall be assessed by means of an administrative citation issued by the enforcement officer and shall be payable directly to the city of Lindsay.

1.18.040 Violations, Penalties and Enforcement

The city council of the city of Lindsay intends to secure compliance with the provisions of this code, and state codes specifically adopted by reference in the applicable chapters of this code. To the extent that such compliance may be achieved by less drastic methods of enforcement, the following alternate, separate and distinct methods may be utilized. Each method set forth herein is intended to be mutually exclusive and does not prevent concurrent or consecutive methods being used to achieve compliance against continuing violations. Each and every day any such violations exist constitutes a separate offense.

Notwithstanding any other provisions of this code, and state codes specifically adopted by reference in the applicable chapters of this code, each violation of the provisions of this code may be enforced alternatively as follows:

A. Misdemeanor: Unless otherwise specified in this code, any person violating any of the provisions or failing to comply with any of the mandatory requirements of this code, and state codes specifically adopted by reference in the applicable chapters of this code, may be prosecuted for a misdemeanor. Written citations for misdemeanors may be issued by police officers or by nonsafety employees designated by this code. Any person convicted of a misdemeanor under the provisions of this code, and state codes specifically adopted by reference in the applicable chapters of this code, shall be punished by a fine not exceeding one thousand dollars (\$1,000.00) or imprisonment for a term not exceeding six (6) months, or by both such fine and imprisonment.

B. Infraction: In the alternative, with the concurrence of the city attorney, any person violating any of the provisions or failing to comply with any of the mandatory requirements of this code, and state codes specifically adopted by reference in the applicable chapters of this code, may be prosecuted for an infraction. Written citations for infractions may be issued by police officers or nonsafety employees designated by this code. Unless otherwise set forth in this code, fines shall be assessed in the amounts specified as follows:

1. A fine not exceeding one hundred dollars (\$100.00) for a first violation;
2. A fine not exceeding two hundred dollars (\$200.00) for a second violation of the same ordinance within twelve (12) months, or five hundred dollars (\$500.00) for building and safety code violations;
3. A fine not exceeding five hundred dollars (\$500.00) for each additional violation of the same ordinance within twelve (12) months, or one thousand dollars (\$1,000.00) for building and safety code violations.

C. Civil Action: The city attorney, or an attorney hired for such purposes by and at the request of the city council, may institute an action in any court of competent jurisdiction to restrain, enjoin or abate the condition(s) found to be in violation of the provisions of this code, or state codes specifically adopted by reference in the applicable chapters of this code, as provided by law, and the city shall be entitled to its attorney fees and costs.

D. Administrative Citation: Upon a finding by the city official vested with the authority to enforce the various provisions of this code, or state codes specifically adopted by reference in the applicable chapters of this code, that a violation exists, he or she may issue an administrative citation under the provisions of this article. (Ord. 1720 § 3, 5-1-2007)

1.18.050 SERVICE PROCEDURES

An administrative citation on a form approved by the city manager shall be issued to the responsible person by an enforcement officer for violations of this code, or state codes specifically adopted by reference in the applicable chapters of this code, in the following manner:

A. Personal Service: In any case where an administrative citation is issued:

1. The enforcement officer shall attempt to locate and personally serve the responsible person and obtain the signature of the responsible person on the administrative citation.
2. If the responsible person served refuses or fails to sign the administrative citation, the failure or refusal to sign shall not affect the validity of the administrative citation or of subsequent proceedings.

B. Service of Citation By Mail: If the enforcement officer is unable to locate the responsible person, the administrative citation shall be mailed to the responsible person by certified mail, postage prepaid, with a requested return receipt. Simultaneously, the citation may be sent by first class mail. If the citation is sent by certified mail and returned unsigned, then service shall be deemed effective pursuant to first class mail, provided the citation sent by first class mail is not returned.

C. Service By Citation By Posting Notice: If the enforcement officer does not succeed in serving the responsible person personally, or by certified mail or regular mail, the enforcement officer shall post the administrative citation on any real property within the city where the city has knowledge that the responsible person has a legal interest, and such posting shall be deemed effective service. (Ord. 1720 § 3, 5-1-2007)

1.18.060 CONTENTS OF NOTICE

Each administrative citation shall contain the following information:

- A. Date, approximate time, and address or definite description of the location where the violation(s) was observed;
- B. The code sections or conditions violated and a description of the violation(s);
- C. An order to the responsible person to correct the violations within the time specified, and an explanation of the consequences of failure to correct the violation(s);
- D. The amount of the fine for the violation(s);
- E. An explanation of how the fine shall be paid and the time period by which it shall be paid;

F. Identification of rights of appeal, including the time within which the citation may be contested and the place to obtain a request for hearing form to contest the administrative citation; and

G. The name and signature of the enforcement officer.

H. If possible, the signature of the responsible person. (Ord. 1720 § 3, 5-1-2007)

1.18.070 SATISFACTION OF ADMINISTRATIVE CITATION

Upon receipt of a citation, the responsible person shall:

A. Pay the fine to the city within fifteen (15) working days from the issuance date of the administrative citation. All fines assessed shall be payable to the city of Lindsay. Payment of a fine shall not excuse or discharge the failure to correct the violation(s) nor shall it bar further enforcement action by the city; and

B. Remedy the violation(s). If the responsible person fails to correct the violation(s), subsequent administrative citations may be issued for the same violation(s). The amount of the fine for failure to correct the violation shall increase at a rate specified in this article or by ordinance. (Ord. 1720 § 3, 5-1-2007)

1.18.080 APPEAL OF ADMINISTRATIVE CITATION

Any recipient of an administrative citation may contest that there was a violation of this code, or state codes specifically adopted by reference in the applicable chapters of this code, or that he or she is the responsible person by completing a request for hearing form and returning it to the city within fifteen (15) working days from the issuance date of the administrative citation, together with an advanced deposit (full amount) of the fine. Any administrative citation fine, which has been deposited, shall be refunded if it is determined, after a hearing, that the person charged in the administrative citation was not the responsible person for the violation(s) or that there was no violation(s) as charged in the administrative citation. (Ord. 1720 § 3, 5-1-2007)

1.18.090 HEARING OFFICER

The city manager shall designate the hearing officer for the administrative citation hearing. The hearing officer shall not be a current Lindsay city employee. The employment, performance evaluation, compensation and benefits of the hearing officer, if any, shall not be directly or indirectly conditioned upon the amount of administrative citation fines upheld by the hearing officer. (Ord. 1720 § 3, 5-1-2007)

1.18.100 HEARING PROCEDURE

A. Request for Hearing: No hearing to contest an administrative citation before a hearing officer shall be held unless and until a request for hearing form has been completed and submitted, and the fine has been deposited in advance.

B. Setting Date for Hearing: A hearing before the hearing officer shall be set for a date that is not less than fifteen (15) working days and not more than sixty (60) working days from the date that the request for hearing is filed in accordance with the provisions of this article. The person requesting the hearing shall be notified of the time and place set for the hearing at least ten (10) working days prior to the date of the hearing.

C. Considering Evidence: The enforcement hearing officer shall only consider evidence that is relevant to whether the violation(s) occurred and whether the responsible person has caused or maintained the violation(s) of this code, or state codes specifically adopted by reference in the applicable chapters of this code, on the date(s) specified in the administrative citation.

D. Testimony And Witnesses Allowed: The responsible person contesting the administrative citation shall be given the opportunity to testify and present witnesses and evidence concerning the administrative citation.

E. Failure to Appear: The failure of any recipient of an administrative citation to appear at the administrative citation hearing shall constitute a forfeiture of the fine and a failure to exhaust their administrative remedies.

F. Evidence of Facts: The administrative citation and any additional documents submitted by the enforcement officer shall constitute prima facie evidence of the respective facts contained in those documents.

G. Submission Of Additional Written Report To Hearing Officer: If the enforcement officer submits an additional written report concerning the administrative citation to the hearing officer for consideration at the hearing, then a copy of this report also shall be served by mail on the person requesting the hearing at least five (5) working days prior to the date of the hearing. At least ten (10) working days prior to the hearing, the recipient of an administrative citation shall be provided with copies of the citations, reports and other documents submitted or relied upon by the enforcement officer. No other discovery is permitted. Formal rules of evidence shall not apply.

H. Continuation of Hearing: The hearing officer may continue the hearing and request additional information from the enforcement officer or the recipient of the administrative citation prior to issuing a written decision. (Ord. 1720 § 3, 5-1-2007)

1.18.110 HEARING OFFICER'S DECISION

A. Issuance of Written Decision: After considering all of the testimony and evidence submitted at the hearing, the hearing officer shall issue a written decision within ten (10) working days of the close of the hearing to uphold or deny the administrative citation and shall list in the decision the reasons for that decision. The decision of the hearing officer shall be final, subject to judicial review.

B. Citation Upheld: If the hearing officer determines that the administrative citation should be upheld, then the fine amount on deposit with the city shall be retained by the city.

C. Citation Dismissal: If the hearing officer determines that the administrative citation should be dismissed, the city shall refund the amount of the deposit within ten (10) working days of the date of its receipt of the decision.

D. Notice of Decision to Recipient: The recipient of the administrative citation shall be served with a copy of the hearing officer's written decision in the manner prescribed above. (Ord. 1720 § 3, 5-1-2007)

1.18.120 FAILURE TO PAY FINES

The failure of any person to pay the civil fines assessed by an administrative citation within the time specified on the citation may result in the matter being referred to the city of Lindsay - finance, to file a claim with the small claims court. Alternatively, the city may pursue any other legal remedy to collect the civil fines. The city may also recover all of its collection costs, including its attorney fees. (Ord. 1720 § 3, 5-1-2007)

1.18.130 RIGHT TO JUDICIAL REVIEW

Any person aggrieved by a decision of a hearing officer on an administrative citation may obtain review of the administrative decision by filing a petition for review with the Tulare County superior court in accordance with the time lines and provisions as set forth in California Government Code section 53069.4. (Ord. 1720 § 3, 5-1-2007)

1.18.140 NOTICES

A. The administration citation and all notices to be given by this article shall be served on the responsible person in accordance with the provisions of this article.

B. Failure to receive any notice specified in this article does not affect the validity of proceedings conducted hereunder. (Ord. 1720 § 3, 5-1-2007)

1.18.150 SEVERABILITY

If any section, subsection, sentence, clause or phrase of this article is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this article. The city council hereby declares that it would have passed this article and each section, subsection, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional. (Ord. 1720 § 3, 5-1-2007)

ARTICLE 2. The City Council declares that this ordinance is exempt from the California Environmental Quality Act (CEQA) because it is not a project pursuant to Section 15378 of the CEQA Guidelines.

ARTICLE 3: This ordinance shall be in full force and effect on or after the 30th day after its adoption by the City Council. Within 15 days after its adoption by the City Council, this Ordinance shall be published in full text or in summary in a newspaper of general circulation in the City of Lindsay.

APPROVED at a regular meeting of the City Council held on the 27th day of February 2018.

ATTEST:

CITY COUNCIL OF THE CITY OF LINDSAY

Bret Harmon, City Clerk

Pamela Kimball, Mayor



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: February 27, 2018
AGENDA #: 8
STAFF: MARSHA BUELNA, CODE ENFORCEMENT OFFICER,
559-331-0550, MBUELNA@LINDSAY.CA.US

AGENDA ITEM

TITLE	Ordinance No. 564
ACTION	Amend Municipal Code Title 8 Health and Safety, Chapter 8.22 Fireworks, Section 8.22.140 Violations, to enforce Administrative Citations.
PURPOSE	To protect the public health, safety and welfare of the citizens of the city.
COUNCIL OBJECTIVE(S)	Live in a safe, clean, comfortable and healthy environment. Increase our keen sense of identity in a physically connected and involved community. Nurture attractive residential neighborhoods and business districts. Dedicate resources to retain a friendly, small-town atmosphere. Yield a fiscally self-reliant city government while providing effective, basic municipal services.

RECOMMENDATION

Staff Recommends Approval

BACKGROUND | ANALYSIS

Ordinance No. 564 is a request by City Staff to amend Title 8 Health and Safety, Chapter 8.22 Fireworks, Section 8.22.140 Violations of the Lindsay Municipal Code to enforce Administrative Citations. The proposed amendment reads as follows:

Proposed Amendment

1. Proposed deleted text is shown in ~~striketrough~~ text.
 2. Proposed new text is shown in *underline italic* text.
 3. Commentary (not part of the proposed ordinance, but provided for explanation and background/rationale purposes) is shown in **highlighted italic** text.
-



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: February 27, 2018
AGENDA #: 8
STAFF: MARSHA BUELNA, CODE ENFORCEMENT OFFICER,
559-331-0550, MBUELNA@LINDSAY.CA.US

Title 8

HEALTH AND SAFETY

Chapters:

8.04 Health Regulations

8.05 Smoking regulations

8.08 abandoned vehicles

8.12 solid waste

8.14 curbside solid waste collection and disposal franchises

8.16 garage sales

8.18 lost, stolen or abandoned shopping carts

8.20 noise control

8.22 fireworks

8.24 public park hours

8.28 weed abatement

8.32 recycling and diversion of construction and demolition debris

The proposed table of contents outlines clear and concise titles for the proposed sections to aid in ease of readability and referencing.

8.22.140 Violations.

Any person or persons violating any condition of this chapter shall be punished in accordance with provisions set forth in Chapter 1.18 of the Lindsay Municipal Code.

The proposed amendment would allow the Code Enforcement Officer to provide a localized method to hold parties responsible when they fail or refuse to comply with the provisions of this code.



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: February 27, 2018
AGENDA #: 8
STAFF: MARSHA BUELNA, CODE ENFORCEMENT OFFICER,
559-331-0550, MBUELNA@LINDSAY.CA.US

ALTERNATIVES

- Approve with modification
- Direct staff to provide additional information
- Deny request

BENEFIT TO OR IMPACT ON CITY RESOURCES

Benefits include increased ability to protect the public health, safety and welfare of the citizens of the city.

Potential impacts to the City include increased resources to identify small code violations throughout the community.

ENVIRONMENTAL REVIEW

The proposed addition is exempt from the California Environmental Quality Act (CEQA) as it is not a project pursuant to Section 15378 of the CEQA Guidelines.

POLICY ISSUES

None

PUBLIC OUTREACH

Public outreach includes posting in the local newspaper.

ATTACHMENTS

- Ordinance No. 564

ORDINANCE NO. 564
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LINDSAY
AMENDING TITLE 8 HEALTH AND SAFETY, CHAPTER 8.22 FIREWORKS, SECTION 8.22.140
VIOLATIONS, OF THE LINDSAY MUNICIPAL CODE PERTAINING TO FIREWORKS.

THE CITY COUNCIL OF THE CITY OF LINDSAY DOES ORDAIN AS FOLLOWS:

ARTICLE 1: Title 8 Health and Safety, Chapter 8.22 Fireworks, Section 8.22.140 Violation of the Lindsay Municipal Code shall be amended to read as follows:

Chapter 8.22
FIREWORKS

Sections:

8.22.010	Procedures
8.22.020	Permit issuance
8.22.030	Hours of operation-Sales-Discharge
8.22.040	Vendor liability insurance required
8.22.050	Compliance with local, state and federal regulations
8.22.060	Temporary use permit
8.22.070	Temporary sales tax permit required
8.22.080	Booth Dimensions-Temporary status only
8.22.090	General requirements
8.22.100	Operation of stand
8.22.110	Fireworks limitations and prohibitions
8.22.120	Fire department inspection
8.22.130	Enforcement-Penalties
8.22.140	Violations

8.22.140 Violations

Any person or persons violating any condition of this chapter shall be punished in accordance with provisions set forth in Chapter 1.18 of the Lindsay Municipal Code.

ARTICLE 2. The City Council declares that this ordinance is exempt from the California Environmental Quality Act (CEQA) because it is not a project pursuant to Section 15378 of the CEQA Guidelines.

ARTICLE 3: This ordinance shall be in full force and effect on or after the 30th day after its adoption by the City Council. Within 15 days after its adoption by the City Council, this Ordinance shall be published in full text or in summary in a newspaper of general circulation in the City of Lindsay.

APPROVED at a regular meeting of the City Council held on the 27th day of February 2018.

ATTEST:

CITY COUNCIL OF THE CITY OF LINDSAY

Bret Harmon, City Clerk

Pamela Kimball, Mayor



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: FEBRUARY 27, 2018
AGENDA #: 9
STAFF: MARSHA BUELNA, CODE ENFORCEMENT OFFICER,
559-331-0550, MBUELNA@LINDSAY.CA.US

AGENDA ITEM

TITLE	Ordinance No. 565
ACTION	Add section to the Municipal Code Chapter 8.05 Smoking Regulations, Section 8.05.170 Smoking and Tobacco use in City Parks to prohibit smoking within city parks.
PURPOSE	To protect the public health, safety and welfare of the citizens of the city.
COUNCIL OBJECTIVE(S)	Live in a safe, clean, comfortable and healthy environment. Increase our keen sense of identity in a physically connected and involved community. Nurture attractive residential neighborhoods and business districts.

RECOMMENDATION

Staff Recommends Approval

BACKGROUND | ANALYSIS

Ordinance No. 565 is a request by City Staff to add section 8.05.170 to the Lindsay Municipal Code to prohibit smoking within city parks. The proposed amendment reads as follows:

Proposed Amendment

1. Proposed deleted text is shown in ~~striketrough~~ text.
 2. Proposed new text is shown in *underline italic* text.
 3. Commentary (not part of the proposed ordinance, but provided for explanation and background/rationale purposes) is shown in **highlighted italic** text.
-



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: FEBRUARY 27, 2018
AGENDA #: 9
STAFF: MARSHA BUELNA, CODE ENFORCEMENT OFFICER,
559-331-0550, MBUELNA@LINDSAY.CA.US

Chapter 8.05

SMOKING REGULATIONS

Sections:

8.05.010	PURPOSE AND FINDINGS
8.05.020	AUTHORITY
8.05.030	DEFINITIONS
8.05.040	SMOKING PROHIBITIONS, PUBLIC PLACES
8.05.050	STORES
8.05.060	BANKS
8.05.070	HOTELS/MOTELS
8.05.080	TERMINALS
8.05.090	BUSES AND TAXIS
8.05.100	THEATERS
8.05.110	RECREATIONAL FACILITIES
8.05.120	RECREATION HALLS
8.05.130	RESTURANTS
8.05.140	PLACES OF EXHIBITION
8.05.150	HOSPITALS
8.05.160	SCHOOLS
<u>8.05.170</u>	<u>SMOKING AND TOBACCO USE IN CITY PARKS</u>
8.05.180	DAY CARE FACILITIES
8.05.190	SMOKING PROHIBITIONS, WORK-PLACE
8.05.200	PLACES WHERE SMOKING IS PERMISSIBLE
8.05.210	POSTING REQUIREMENTS
8.05.220	RETALIATION PROHIBITED
8.05.230	VIOLATION OF SMOKING OR POSTING



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: FEBRUARY 27, 2018
AGENDA #: 9
STAFF: MARSHA BUELNA, CODE ENFORCEMENT OFFICER,
559-331-0550, MBUELNA@LINDSAY.CA.US

8.05.240 ENFORCEMENT

8.05.250 OTHER APPLICABLE LAWS

This table is provided to show the location of the proposed addition in context with the rest of the chapter.

8.05.170 SMOKING AND TOBACCO USE IN CITY PARKS

A. PROHIBITED ACTS

The possession of a lighted or burning tobacco or tobacco-related product, or any other lighted weed or plant, including, but not limited to, cigars, cigarettes and pipes; or the use of chewing tobacco or tobacco-related products; or the disposed of any lighted or unlighted tobacco or tobacco-related product in any place other than a designated waste disposal container in any city park within the City of Lindsay is prohibited. "No Smoking" and "No Tobacco Use" signs shall be posted in a quantity and manner reasonably likely to inform individuals occupying a city park that smoking and tobacco use is prohibited within the area. A violation of this section is an infraction.

B. Definition of City Park.

For purposes of this chapter, "city park" means any outdoor area owned or operated by the city and open to the general public for recreational purposes, regardless of any fee or age requirement, including, but not limited to: Parklands, including portions of parks, such as picnic areas, playgrounds or sports fields; walking paths; gardens; hiking and nature trails; bike paths; horseback riding trails; athletic fields; skateboard parks; and amusement parks. City Park shall also include a parking lot or any other area designated or primarily used for parking vehicles of persons accessing the city park. This definition shall not apply to any public street located outside of a city park that is designed and intended for regular motor vehicle travel or designated bicycle lanes located within such street.

The proposed amendment would allow city parks to be Smoke-free and protect the public from the harms of secondhand smoke as well as prevent people, particularly children and youth, from beginning to use tobacco.

ALTERNATIVES

- Approve with modification
- Direct staff to provide additional information
- Deny request



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: FEBRUARY 27, 2018
AGENDA #: 9
STAFF: MARSHA BUELNA, CODE ENFORCEMENT OFFICER,
559-331-0550, MBUELNA@LINDSAY.CA.US

BENEFIT TO OR IMPACT ON CITY RESOURCES

Benefits include tobacco-free parks that provide families and children healthy environments in which they are not exposed to the health harms of secondhand smoke. No cigarette butts or other tobacco litter.

Potential impacts to City include increased staff time to enforce this new code.

ENVIRONMENTAL REVIEW

The proposed addition is exempt from the California Environmental Quality Act (CEQA) as it is not a project pursuant to Section 15378 of the CEQA Guidelines.

POLICY ISSUES

None

PUBLIC OUTREACH

Public outreach includes posting in the local newspaper.

ATTACHMENTS

- Ordinance No. 565

ORDINANCE NO. 565
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LINDSAY
AMENDING SECTION 8.05.170 OF THE LINDSAY MUNICIPAL CODE
PERTAINING TO SMOKING REGULATIONS.

THE CITY COUNCIL OF THE CITY OF LINDSAY DOES ORDAIN AS FOLLOWS:

ARTICLE 1: Section 8.05.170 of the Lindsay Municipal Code shall be amended to read as follows:

Chapter 8.05

SMOKING REGULATIONS

Sections:

8.05.010	PURPOSE AND FINDINGS
8.05.020	AUTHORITY
8.05.030	DEFINITIONS
8.05.040	SMOKING PROHIBITIONS, PUBLIC PLACES
8.05.050	STORES
8.05.060	BANKS
8.05.070	HOTELS/MOTELS
8.05.080	TERMINALS
8.05.090	BUSES AND TAXIS
8.05.100	THEATERS
8.05.110	RECREATIONAL FACILITIES
8.05.120	RECREATION HALLS
8.05.130	RESTURANTS
8.05.140	PLACES OF EXHIBITION
8.05.150	HOSPITALS
8.05.160	SCHOOLS
8.05.170	SMOKING AND TOBACCO USE IN CITY PARKS

8.05.180	DAY CARE FACILITIES
8.05.190	SMOKING PROHIBITIONS, WORK-PLACE
8.05.200	PLACES WHERE SMOKING IS PERMISSIBLE
8.05.210	POSTING REQUIREMENTS
8.05.220	RETALIATION PROHIBITED
8.05.230	VIOLATION OF SMOKING OR POSTING
8.05.240	ENFORCEMENT
8.05.250	OTHER APPLICABLE LAWS

8.05.170 Smoking and Tobacco use in city parks.

A. PROHIBITED ACTS

The possession of a lighted or burning tobacco or tobacco-related product, or any other lighted weed or plant, including, but not limited to, cigars, cigarettes and pipes; or the use of chewing tobacco or tobacco-related products; or the disposed of any lighted or unlighted tobacco or tobacco-related product in any place other than a designated waste disposal container in any city park within the City of Lindsay is prohibited. "No Smoking" and "No Tobacco Use" signs shall be posted in a quantity and manner reasonably likely to inform individuals occupying a city park that smoking and tobacco use is prohibited within the area. A violation of this section is an infraction.

B. DEFINITION OF CITY PARK.

For purposes of this chapter, "city park" means any outdoor area owned or operated by the city and open to the general public for recreational purposes, regardless of any fee or age requirement, including, but not limited to: Parklands, including portions of parks, such as picnic areas, playgrounds or sports fields; walking paths; gardens; hiking and nature trails; bike paths; horseback riding trails; athletic fields; skateboard parks; and amusement parks. City Park shall also include a parking lot or any other area designated or primarily used for parking vehicles of persons accessing the city park. This definition shall not apply to any public street located outside of a city park that is designed and intended for regular motor vehicle travel or designated bicycle lanes located within such street.

ARTICLE 2. The City Council declares that this ordinance is exempt from the California Environmental Quality Act (CEQA) because it is not a project pursuant to Section 15378 of the CEQA Guidelines.

ARTICLE 3: This ordinance shall be in full force and effect on or after the 30th day after its adoption by the City Council. Within 15 days after its adoption by the City Council, this Ordinance shall be published in full text or in summary in a newspaper of general circulation in the City of Lindsay.

APPROVED at a regular meeting of the City Council held on the 27th day of February 2018.

ATTEST:

CITY COUNCIL OF THE CITY OF LINDSAY

Bret Harmon, City Clerk

Pamela Kimball, Mayor



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: FEBRUARY 27, 2018
AGENDA #: 10
STAFF: MARSHA BUELNA, CODE ENFORCEMENT OFFICER,
559-331-0550, MBUELNA@LINDSAY.CA.US

AGENDA ITEM

TITLE	Ordinance No. 566
ACTION	Add section to the Municipal Code Title 9 Public Peace, Morals and Welfare, Chapter VII. Weapons, Section 9.96 Discharge to prohibit discharge of any weapon within the City of Lindsay.
PURPOSE	To protect the public health, safety and welfare of the citizens of the city.
COUNCIL OBJECTIVE(S)	Live in a safe, clean, comfortable and healthy environment. Increase our keen sense of identity in a physically connected and involved community. Nurture attractive residential neighborhoods and business districts.

RECOMMENDATION

Staff Recommends Approval

BACKGROUND | ANALYSIS

Ordinance No. 566 is a request by City Staff to add Title 9 Public Peace, Morals and Welfare, Chapter VII Weapons, Section 9.96 Discharge of the Lindsay Municipal Code to increase prohibit discharge of any weapon within the City of Lindsay. The proposed addition reads as follows:

Proposed Addition

1. Proposed deleted text is shown in ~~strikethrough~~ text.
 2. Proposed new text is shown in *underline italic* text.
 3. Commentary (not part of the proposed ordinance, but provided for explanation and background/rationale purposes) is shown in ***highlighted italic*** text.
-



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: FEBRUARY 27, 2018
AGENDA #: 10
STAFF: MARSHA BUELNA, CODE ENFORCEMENT OFFICER,
559-331-0550, MBUELNA@LINDSAY.CA.US

Title 9

PUBLIC PEACE, MORALS AND WELFARE

Chapters:

- I. OFFENSES BY OR AGAINST PUBLIC OFFICERS OR GOVERNMENT
- II. OFFENSES AGAINST THE PERSON

9.12 Astrology, Fortunetelling, Clairvoyance and Similar Practices

9.16 Disturbing the Peace

III. OFFENSES AGAINST PUBLIC DECENCY

9.28 Intoxicating Liquor

9.32 Gambling

9.36 Spitting or Throwing Fruit Peels on Sidewalks

IV. OFFENSES AGAINST PUBLIC PEACE

9.48 Obstructing Passage and Throwing Objects

9.50 Nuisances

V. OFFENSES AGAINST PROPERTY

9.60 Pollution

VI. CONSUMER PROTECTION

9.72 Solicitation Without Invitation

VII. MINORS

9.84 Curfew

VIII. WEAPONS

9.96 Discharging

This table is provided to show the location of the proposed addition in context with the rest of the chapter.



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: FEBRUARY 27, 2018
AGENDA #: 10
STAFF: MARSHA BUELNA, CODE ENFORCEMENT OFFICER,
559-331-0550, MBUELNA@LINDSAY.CA.US

VII. Weapons

9.96 Discharging

A. Definition:

"weapons": The word "weapons" as used in this article, means any rifle, pistol, shotgun, air gun or pellet gun which projects a metallic object by means of air, gas or a spring, slingshot, crossbow, bow and arrow and any other instrument used for discharging projectiles capable of doing bodily harm.

B. Purpose:

The purpose of this article is to prohibit the discharge of weapons in and into those areas of the city in which the City Council has determined that the public health and safety required that there be no discharge of weapons. Those areas for which the City Council has made such a determination are described in section 9.96 et seq. of this Article.

C. Exceptions:

The provisions of this Article shall not apply to any public officer in the lawful discharge of his duties, nor to any person necessarily acting in the lawful defense of person or property, nor to the premises of any shooting gallery, practice range, skeet field, archery range or other similar place conducted at a fixed location and with respect to which adequate safeguards have been provided to protect person and property from injury.

D. City of Lindsay:

It shall be unlawful to discharge any weapon within or into the city limits of the City of Lindsay.

The proposed addition would allow the city to be protecting the public health and safety required that there be no discharge of weapons.

ALTERNATIVES

- Approve with modification
- Direct staff to provide additional information
- Deny request

BENEFIT TO OR IMPACT ON CITY RESOURCES

Benefits include providing a safe environment for individuals without the possibility of firearms being present, discharged or used for any purpose.

Potential impacts for the City of Lindsay would be increased staff resources to enforce this new code.



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: FEBRUARY 27, 2018
AGENDA #: 10
STAFF: MARSHA BUELNA, CODE ENFORCEMENT OFFICER,
559-331-0550, MBUELNA@LINDSAY.CA.US

ENVIRONMENTAL REVIEW

The proposed addition is exempt from the California Environmental Quality Act (CEQA) as it is not a project pursuant to Section 15378 of the CEQA Guidelines.

POLICY ISSUES

None

PUBLIC OUTREACH

Public outreach includes posting in the local newspaper.

ATTACHMENTS

- Ordinance No. 566

ORDINANCE NO. 566
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LINDSAY
ADDING TITLE 9, CHAPTER VII, SECTION 9.96, OF THE LINDSAY MUNICIPAL CODE
PERTAINING TO WEAPONS.

THE CITY COUNCIL OF THE CITY OF LINDSAY DOES ORDAIN AS FOLLOWS:

ARTICLE 1: Chapter VII Section 9.96 of the Lindsay Municipal Code shall read as follows:

- Title 9
PUBLIC PEACE, MORALS AND WELFARE
Chapters:
- I. OFFENSES BY OR AGAINST PUBLIC OFFICERS OR GOVERNMENT
 - II. OFFENSES AGAINST THE PERSON
 - 9.12 Astrology, Fortunetelling, Clairvoyance and Similar Practices
 - 9.16 Disturbing the Peace
 - III. OFFENSES AGAINST PUBLIC DECENCY
 - 9.28 Intoxicating Liquor
 - 9.32 Gambling
 - 9.36 Spitting or Throwing Fruit Peels on Sidewalks
 - IV. OFFENSES AGAINST PUBLIC PEACE
 - 9.48 Obstructing Passage and Throwing Objects
 - 9.50 Nuisances
 - V. OFFENSES AGAINST PROPERTY
 - 9.60 Pollution
 - VI. CONSUMER PROTECTION
 - 9.72 Solicitation Without Invitation
 - VII. MINORS
 - 9.84 Curfew
 - VIII. WEAPONS
 - 9.96 Discharging

VII. Weapons

9.96 Discharging

A. Definition:

“weapons”: The word “weapons” as used in this article, means any rifle, pistol, shotgun, air gun or pellet gun which projects a metallic object by means of air, gas or a spring, slingshot, crossbow, bow and arrow and any other instrument used for discharging projectiles capable of doing bodily harm.

B. Purpose:

The purpose of this article is to prohibit the discharge of weapons in and into those areas of the city in which the City Council has determined that the public health and safety required that there be no discharge of weapons. Those areas for which the City Council has made such a determination are described in section 9.96 es seq. of this Article.

C. Exceptions:

The provisions of this Article shall not apply to any public officer in the lawful discharge of his duties, nor to any person necessarily acting in the lawful defense of person or property, nor to the premises of any shooting gallery, practice range, skeet field, archery range or other similar place conducted at a fixed location and with respect to which adequate safeguards have been provided to protect person and property from injury.

D. City of Lindsay:

It shall be unlawful to discharge any weapon within or into the city limits of the City of Lindsay.

ARTICLE 2. The City Council declares that this ordinance is exempt from the California Environmental Quality Act (CEQA) because it is not a project pursuant to Section 15378 of the CEQA Guidelines.

ARTICLE 3: This ordinance shall be in full force and effect on or after the 30th day after its adoption by the City Council. Within 15 days after its adoption by the City Council, this Ordinance shall be published in full text or in summary in a newspaper of general circulation in the City of Lindsay.

APPROVED at a regular meeting of the City Council held on the 27th day of February 2018.

ATTEST:

CITY COUNCIL OF THE CITY OF LINDSAY

Bret Harmon, City Clerk

Pamela Kimball, Mayor



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: 2/27/2018
AGENDA #: 11
STAFF: Bill Zigler, City Manager, 559-562-7102, wzigler@lindsay.ca.us

AGENDA ITEM

TITLE	Soccer Sports Park Development at City Golf Course
ACTION	Conversion of Former City Golf Course to Soccer Sports Park
PURPOSE	Discretionary Action Plan Implementation
COUNCIL OBJECTIVE(S)	Live in a safe, clean, comfortable and healthy environment. Increase our keen sense of identity in a physically connected and involved community. Yield a fiscally self-reliant city government while providing effective, basic municipal services.

RECOMMENDATION

Staff recommends that Council authorize the transfer of Housing Related Parks Program (HRPP) Grant monies in the sum of \$330k to the Golf Course area in support of its conversion to a Soccer Sports Complex.

BACKGROUND | ANALYSIS

The City Golf Course costs the City of Lindsay nearly \$44k per year to operate and receives little documented use. Council recognizes that the City is running a financial deficit and cannot sustain this recreation activity. Council, therefore, agreed to the closure of the Golf Course, with its last day being February 28, due to the resignation of its long-time operator.

The City has \$330k in Housing-Related Parks Program (HRPP) grant monies earmarked for minor improvements to the Olive Bowl/Kaku Park complex. These HRPP funds are required to be expended by June 1, 2018. Part of the Olive Bowl improvements required the surveying and grading of the field areas. City Engineer, Jim Winton, who also provides the City's survey work passed away unexpectedly this past December, which delayed survey the work, placing the project's timing in peril.

Requests to the State for an HRPP Grant extension were disapproved: the money must be spent by June 1 or disencumbered. The State will, however, allow for the transfer of HRPP funds, all or part, to an alternate City recreation site.



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: 2/27/2018
AGENDA #: 11
STAFF: Bill Zigler, City Manager, 559-562-7102, wzigler@lindsay.ca.us

Lindsay's residents have a very active interest in soccer, with over 400 youth registered to 37 teams for the Lindsay Youth Soccer League in 2018, per League director Faustino Perez. Access to enough fields to accommodate this popular activity has proven challenging. With that knowledge staff has done some preliminary work, laying out scaled adult and youth soccer field templates over the existing Golf Course, resulting in two adult fields, three youth fields and potentially one mini-field for those under 8 years of age. Each adult field could accommodate two youth fields as well. Staff feels that this could be the highest and best current use of this recreation site. The development and operation of the complex could be revenue neutral while satisfying the needs of our residents engaging in this popular activity.

Parking could be provided by the City parking lot adjacent to the Memorial Building, the triangle area bordered by Alameda, Parkside and Elmwood and potential parallel parking along Elmwood, Sequoia and Ono City. The Community Center could provide overflow parking as needed. City restrooms are ADA compliant and additional porta-potties could be used as needed.

ALTERNATIVES

- Leave HRPP funds at the Olive Bowl Kaku Park complex and direct staff to achieve as much as possible at those sites while closing the Golf Course.
- Move HRPP funds to the Golf Course site and direct staff to pursue an alternate, affordable project.
- Disencumber the HRPP grant monies.

BENEFIT TO OR IMPACT ON CITY RESOURCES

The Soccer Sports Park project would convert an expensive, minimally-used recreation area to an area dedicated to soccer, alleviating the strain on available fields without adding to the City's financial deficit.

ENVIRONMENTAL REVIEW

The proposed project is Categorical Exempt, per CEQA Article 19, Section 15301 Existing Facilities.

POLICY ISSUES

None



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: 2/27/2018
AGENDA #: 11
STAFF: Bill Zigler, City Manager, 559-562-7102, wzigler@lindsay.ca.us

PUBLIC OUTREACH

Staff has interviewed local residents and the director of the Lindsay Youth Soccer League.

ATTACHMENTS

- Soccer Complex Concept PowerPoint



Existing City Golf Course
Built 1960+-

Possible Soccer Park
2 Regulation (70 yd.x100 yd.)
3 Youth (45 yd.x80 yd.)
1 Mini Field (under 8 year old or half practice field)

Estimated Soccer Park Costs
 2 Regulation (70 yd.x100 yd.)
 3 Youth (45 yd.x80 yd.)
 1 Mini Field (under 8 year old or half practice field)
 11 Acres (480,000 SF)

Open Space

Demo			\$25,000	
Grading			\$50,000	
Hydro seed	0.08/SF		\$38,400	
Irrigation			\$75,000	
Striping			\$10,000	
Equipment			\$25,000	
		Line total		\$223,400

Office/Kitchen

Roof Replacement			\$18,000	
Restroom Renovation			\$25,000	
HVAC/Mech			\$20,000	
		Line total		\$63,000

Sub Total	\$286,400
Contingency	\$28,640
Total Project	\$315,040 (HRPP Grant at \$330k -



Must be spent by June, 2018)



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: FEBRUARY 27, 2018
AGENDA #: 12
STAFF: BILL ZIGLER, CITY MANAGER, 559.562.7102, WZIGLER@LINDSAY.CA.US

AGENDA ITEM

TITLE	TCAG TCTA Measure R Amended Settlement Agreement
ACTION	City staff requests that the City Council authorize the Mayor to sign the attached TCAG Tulare County Transportation Authority (TCTA) Measure R Amended Settlement Agreement.
PURPOSE	Statutory/Contractual Requirement
COUNCIL OBJECTIVE(S)	Yield a fiscally self-reliant city government while providing effective, basic municipal services.

RECOMMENDATION

City Staff recommends that the City Council authorize the mayor to sign the Amended Settlement agreement.

BACKGROUND | ANALYSIS

The City has reached out to the TCAG TCTA requesting a review of and revision to the 2012 Measure R Settlement Agreement. The TCTA approved the request and has amended the 2012 Settlement Agreement (see attached) to waive interest going forward. It also granted the City a forbearance from making its quarterly installment payments for four consecutive quarters, beginning with the first installment due after the First Amendment to the Settlement Agreement becomes effective. Assuming the forbearance will begin with the quarterly installment due on April 1, 2018, City is expected to resume making quarterly installment payments on April 1, 2019.

ATTACHMENTS

- Measure R Amended Settlement Agreement
-

First Amendment to Settlement Agreement

This First Amendment to the below referenced 2012 Agreement (“First Amendment” or “First Amendment to the Settlement Agreement”) is entered into between the Tulare County Transportation Authority (“TCTA”) and the City of Lindsay (“City”) (collectively referred to herein as the “Parties”), with reference to the following recitals:

WHEREAS, on April 24, 2012, TCTA and City entered into a Settlement Agreement (“2012 Agreement,” attached as **Exhibit A** and incorporated herein by reference) to resolve a dispute regarding certain Measure R expenditures that TCTA claimed were not reimbursable under the Measure R governing documents;

WHEREAS, in accordance with the provisions of the 2012 agreement, City agreed to repay \$1,048,443.00 of the funds it received, in 80 quarterly installments, pursuant to an agreed upon amortization schedule and with interest;

WHEREAS, City has been making repayments to TCTA since October 2012, but City has been experiencing significant financial shortfalls that, if they continue, will prevent City from faithfully meeting all of its obligations, and may prompt City to consider filing for bankruptcy;

WHEREAS, should City file for bankruptcy, some or all of City’s obligations in the 2012 Agreement may be discharged, potentially depriving TCTA and the citizens of the County of Tulare of the benefit of the bargain reached in the 2012 Agreement;

WHEREAS, the Parties agree that the citizens and residents of the entire County of Tulare would be best served if the City of Lindsay were able to continue to repay the amounts agreed upon in the 2012 Agreement;

WHEREAS, amending the 2012 Agreement will serve of public purposes of staving off potential bankruptcy of one of TCTA’s constituent agencies, and improving the possibility that City, in the long term, will be able to repay the principal agreed to in the 2012 Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree to amend the 2012 Agreement as follows:

1. Paragraph 1 of the 2012 Agreement is hereby revised to read as follows:

The City shall repay \$1,048,443.00 of the Measure R funds it received upon the following terms:

- a. Except as provided in section (c) below, principal repayments shall be made in 80 consecutive quarterly installments. City also agrees to pay the interest as set forth in section (b) below. Repayment of both principal and interest shall commence on October 1, 2012, and continue thereafter as follows: For all installments due before April 1, 2018, principal shall be repaid pursuant to the original attached Amortization Schedule, with interest due on the same date; for all installments due on or after April

1, 2018, principal shall be repaid pursuant to the Amended Amortization Schedule, attached as Exhibit B to the First Amendment to the Settlement Agreement and incorporated herein by reference. The repayment dates in the Amended Amortization Schedule reflect the four-quarter forbearance outlined in section (c) below. In addition to the principal payments made in section 1(a), City agrees to pay interest on the outstanding principal by making interest payments at the end of each quarter at a rate equal to the prior quarter's Tulare County Treasury Pool Annual earnings rate plus 50 basis points; provided, however, that City will no longer pay interest on the outstanding principal balance once the First Amendment to the Settlement Agreement becomes effective.

- b. City is granted a forbearance from making its quarterly installment payments for four consecutive quarters, beginning with the first installment due after the First Amendment to the Settlement Agreement becomes effective. Assuming the forbearance will begin with the quarterly installment due on April 1, 2018, City is expected to resume making quarterly installment payments on April 1, 2019.
- c. Payments are expected to continue for a period of 21 years (80 quarters of payments, plus 4 quarters of forbearance). However, there shall be no penalty if City repays some, or all, of the amount owing in advance.

2. Paragraph 3 of the 2012 Agreement is hereby revised to read as follows:

The City agrees to indemnify, defend, and hold harmless Tulare County Association of Governments (TCAG) and TCTA, and their officers, employees, and agents of and from any and all claims, demands, losses, causes of action, damage, lawsuits, and judgments (including attorneys' fees and costs) arising out of or in connection to the City's Downtown Project or this settlement agreement (as amended).

3. The Paragraph entitled "Entire Agreement/Amendment" is hereby revised to read as follows:

This First Amendment to the Settlement Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other agreements and understandings among and between any of the parties hereto related to the subject matter hereof. Further, this settlement agreement (including the amendments made by the First Amendment to the Settlement Agreement) cannot be changed or modified except as in a writing signed by the parties.

4. The "Amortization Schedule" attached to the 2012 Agreement is applicable only for payments due before April 1, 2018. All payments due on or after April 1, 2018 will be governed by the "Amended Amortization Schedule," attached hereto as **Exhibit B**, and incorporated herein by reference.
5. This First Amendment to the 2012 Agreement becomes effective as of the date the last party signs.

6. Except as provided above, all other recitals, terms and conditions of the 2012 Agreement shall remain in full force and effect.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

CITY OF LINDSAY

Date _____

By _____

Pamela Kimball
Mayor, City of Lindsay

TULARE COUNTY TRANSPORTATION
AUTHORITY

Date _____

By _____

Michael Ennis
Chairman of the Board of Governors

Exhibit A

SETTLEMENT AGREEMENT

This Settlement Agreement is made this 24th day of April 2012, by and between THE CITY OF LINDSAY ("City") and the TULARE COUNTY TRANSPORTATION AUTHORITY ("TCTA"), collectively referred to herein as "The Parties." This Agreement is entered into with reference to the following recitals:

WHEREAS TCTA had certain legal obligations in connection with the distribution of funds available to the City pursuant to Measure R.

WHEREAS TCTA disbursed \$3,746,967.39 in Measure R funds to the City in connection with its Downtown Project during fiscal years 2008/2009 and 2009/2010.

WHEREAS such disbursements were to reimburse The City for expenditures incurred in connection with its Downtown Project to the extent permitted under Measure R and the governing documents.

WHEREAS upon attempting to audit the completed Downtown Project, TCTA determined that some of the claimed expenditures were not reimbursable expenditures under Measure R and the governing documents.

WHEREAS a dispute arose between TCTA and the City in connection with TCTA's request that the funds distributed to the City of Lindsay be repaid.

WHEREAS the Parties agreed that the City would obtain an independent accountant's review of the claimed expenditures, which report was obtained October 2, 2011.

WHEREAS the Parties, having reviewed the report and other available information determined that resolving their dispute is in the best interests of The Parties and the public at large.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. The City shall repay \$1,048,443.00 of the funds it received upon the following terms:
 - a. Principal payments shall be made in 80 quarterly installments commencing on October 1, 2012 and thereafter at the end of each quarter, pursuant to the attached Amortization Schedule and to pay the interest as set forth in section (b) below.
 - b. In addition to the principal payments made in section 1(a), City agrees to pay interest on the outstanding principal by making interest payments at the end of each quarter at a rate equal to the prior quarter's Tulare County Treasury Pool Annual earnings rate plus 50 basis points.
 - c. Payments are expected to continue for a period of 20 years (80 quarters). However, there shall be no penalty if The City repays some, or all, of the amount owing in advance.
2. TCTA shall release any claim for repayment of the remaining amount in dispute.
3. The City agrees to indemnify and hold harmless TCAG and TCTA, and its officers, employees and agents, of and from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs arising out of or related to the City's Downtown Project or this settlement agreement.

No Admission of Wrongdoing – This Settlement Agreement is the compromise of disputed claims, and nothing herein shall be interpreted or construed to be an admission on the part of, or to the prejudice of, any person or party named herein.

Voluntary Agreement – The parties hereto expressly declare and represent that they have read this Settlement Agreement and that they have consulted with their respective counsel regarding the meaning of the terms and conditions contained herein. The parties further expressly declare and represent that they understand the content and effect of this Settlement Agreement and that they accept and approve the conditions contained herein and that this Settlement Agreement is executed freely, voluntarily, and with approval of counsel.

Attorney's Fees and Costs – Each party will bear their own attorney's fees and costs in this matter.

Covenants of Cooperation – Each party hereto agrees, represents, and warrants that it shall cooperate fully in the execution of any and all other documents and in the completion of any and all additional acts and/or actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Settlement Agreement.

Counterpart and Facsimile Signatures – This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute but one and the same instrument.

California Law – This Settlement Agreement will be interpreted according to California law.

Negotiation of Agreement – The parties hereto acknowledge that this Settlement Agreement was negotiated between the parties, with all parties represented by counsel, and that in the event of a dispute concerning the terms of this Settlement Agreement, there shall be no presumption that ambiguities are construed against the drafting party.

Authority – Each party represents and warrants that he or she is legally competent to execute this Settlement Agreement and accepts full responsibility therefor.

Entire Agreement/Amendment – This Settlement Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other agreements and understandings among and between any of the parties hereto related to the subject matter hereof. Further, this Settlement Agreement cannot be changed or modified except as in a writing signed by the parties.

Subtitles Not Part of Settlement Agreement – The subtitles of the paragraphs of this Settlement Agreement are not part of the Settlement Agreement and are used for convenience purposes only.

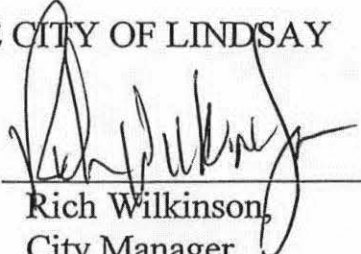
Binding Upon Successors – This Settlement Agreement and the provisions of it shall inure to the benefit of and be binding upon each of the parties hereto, their successors, subsidiaries, affiliates, predecessors,

representatives, assigns, agents, officers, directors, employees, and personal representatives, past, present and future.

WHEREFORE, the parties have executed this Agreement on the date and year indicated below.

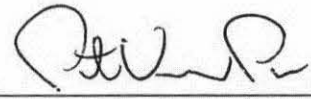
Dated: 4/24/, 2012

THE CITY OF LINDSAY

By: 
Rich Wilkinson,
City Manager

Dated: 4/24/, 2012

TULARE COUNTY
TRANSPORTATION AUTHORITY

By: 
Pete Vander Poel,
Chairman of the Board of
Governors

Amortization Schedule

Enter values	
Amount	\$ 1,048,443.00
Annual interest rate	0.00 %
Period in years	20
Number of payments per year	4
Start date	7/1/2012
Optional extra payments	\$ -

Summary	
Scheduled payment	\$ 13,105.54
Scheduled number of payments	80
Actual number of payments	80
Total early payments	\$ -
Total interest	\$ 0.11

Lender name: Tulare County Transportation Authority

Pmt. No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	10/1/2012	\$ 1,048,443.00	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 1,035,337.46	\$ 0.00
2	1/1/2013	\$ 1,035,337.46	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 1,022,231.93	\$ 0.01
3	4/1/2013	\$ 1,022,231.93	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 1,009,126.39	\$ 0.01
4	7/1/2013	\$ 1,009,126.39	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 996,020.85	\$ 0.01
5	10/1/2013	\$ 996,020.85	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 982,915.32	\$ 0.01
6	1/1/2014	\$ 982,915.32	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 969,809.78	\$ 0.02
7	4/1/2014	\$ 969,809.78	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 956,704.24	\$ 0.02
8	7/1/2014	\$ 956,704.24	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 943,598.71	\$ 0.02
9	10/1/2014	\$ 943,598.71	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 930,493.17	\$ 0.02
10	1/1/2015	\$ 930,493.17	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 917,387.63	\$ 0.02
11	4/1/2015	\$ 917,387.63	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 904,282.10	\$ 0.03
12	7/1/2015	\$ 904,282.10	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 891,176.56	\$ 0.03
13	10/1/2015	\$ 891,176.56	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 878,071.02	\$ 0.03
14	1/1/2016	\$ 878,071.02	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 864,965.49	\$ 0.03
15	4/1/2016	\$ 864,965.49	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 851,859.95	\$ 0.04
16	7/1/2016	\$ 851,859.95	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 838,754.41	\$ 0.04
17	10/1/2016	\$ 838,754.41	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 825,648.88	\$ 0.04
18	1/1/2017	\$ 825,648.88	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 812,543.34	\$ 0.04
19	4/1/2017	\$ 812,543.34	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 799,437.80	\$ 0.04
20	7/1/2017	\$ 799,437.80	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 786,332.27	\$ 0.05
21	10/1/2017	\$ 786,332.27	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 773,226.73	\$ 0.05
22	1/1/2018	\$ 773,226.73	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 760,121.19	\$ 0.05
23	4/1/2018	\$ 760,121.19	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 747,015.65	\$ 0.05
24	7/1/2018	\$ 747,015.65	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 733,910.12	\$ 0.05
25	10/1/2018	\$ 733,910.12	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 720,804.58	\$ 0.06
26	1/1/2019	\$ 720,804.58	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 707,699.04	\$ 0.06
27	4/1/2019	\$ 707,699.04	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 694,593.51	\$ 0.06
28	7/1/2019	\$ 694,593.51	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 681,487.97	\$ 0.06
29	10/1/2019	\$ 681,487.97	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 668,382.43	\$ 0.06
30	1/1/2020	\$ 668,382.43	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 655,276.89	\$ 0.06
31	4/1/2020	\$ 655,276.89	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 642,171.36	\$ 0.07
32	7/1/2020	\$ 642,171.36	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 629,065.82	\$ 0.07
33	10/1/2020	\$ 629,065.82	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 615,960.28	\$ 0.07

Pmt. No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
34	1/1/2021	\$ 615,960.28	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 602,854.74	\$ 0.07
35	4/1/2021	\$ 602,854.74	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 589,749.21	\$ 0.07
36	7/1/2021	\$ 589,749.21	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 576,643.67	\$ 0.07
37	10/1/2021	\$ 576,643.67	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 563,538.13	\$ 0.08
38	1/1/2022	\$ 563,538.13	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 550,432.59	\$ 0.08
39	4/1/2022	\$ 550,432.59	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 537,327.06	\$ 0.08
40	7/1/2022	\$ 537,327.06	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 524,221.52	\$ 0.08
41	10/1/2022	\$ 524,221.52	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 511,115.98	\$ 0.08
42	1/1/2023	\$ 511,115.98	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 498,010.44	\$ 0.08
43	4/1/2023	\$ 498,010.44	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 484,904.91	\$ 0.08
44	7/1/2023	\$ 484,904.91	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 471,799.37	\$ 0.08
45	10/1/2023	\$ 471,799.37	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 458,693.83	\$ 0.09
46	1/1/2024	\$ 458,693.83	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 445,588.29	\$ 0.09
47	4/1/2024	\$ 445,588.29	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 432,482.75	\$ 0.09
48	7/1/2024	\$ 432,482.75	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 419,377.22	\$ 0.09
49	10/1/2024	\$ 419,377.22	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 406,271.68	\$ 0.09
50	1/1/2025	\$ 406,271.68	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 393,166.14	\$ 0.09
51	4/1/2025	\$ 393,166.14	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 380,060.60	\$ 0.09
52	7/1/2025	\$ 380,060.60	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 366,955.06	\$ 0.09
53	10/1/2025	\$ 366,955.06	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 353,849.53	\$ 0.09
54	1/1/2026	\$ 353,849.53	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 340,743.99	\$ 0.09
55	4/1/2026	\$ 340,743.99	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 327,638.45	\$ 0.10
56	7/1/2026	\$ 327,638.45	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 314,532.91	\$ 0.10
57	10/1/2026	\$ 314,532.91	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 301,427.37	\$ 0.10
58	1/1/2027	\$ 301,427.37	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 288,321.84	\$ 0.10
59	4/1/2027	\$ 288,321.84	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 275,216.30	\$ 0.10
60	7/1/2027	\$ 275,216.30	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 262,110.76	\$ 0.10
61	10/1/2027	\$ 262,110.76	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 249,005.22	\$ 0.10
62	1/1/2028	\$ 249,005.22	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 235,899.68	\$ 0.10
63	4/1/2028	\$ 235,899.68	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 222,794.14	\$ 0.10
64	7/1/2028	\$ 222,794.14	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 209,688.61	\$ 0.10
65	10/1/2028	\$ 209,688.61	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 196,583.07	\$ 0.10
66	1/1/2029	\$ 196,583.07	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 183,477.53	\$ 0.10
67	4/1/2029	\$ 183,477.53	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 170,371.99	\$ 0.10
68	7/1/2029	\$ 170,371.99	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 157,266.45	\$ 0.10
69	10/1/2029	\$ 157,266.45	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 144,160.91	\$ 0.10
70	1/1/2030	\$ 144,160.91	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 131,055.37	\$ 0.10
71	4/1/2030	\$ 131,055.37	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 117,949.84	\$ 0.10
72	7/1/2030	\$ 117,949.84	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 104,844.30	\$ 0.10
73	10/1/2030	\$ 104,844.30	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 91,738.76	\$ 0.11
74	1/1/2031	\$ 91,738.76	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 78,633.22	\$ 0.11
75	4/1/2031	\$ 78,633.22	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 65,527.68	\$ 0.11
76	7/1/2031	\$ 65,527.68	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 52,422.14	\$ 0.11
77	10/1/2031	\$ 52,422.14	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 39,316.60	\$ 0.11
78	1/1/2032	\$ 39,316.60	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 26,211.06	\$ 0.11
79	4/1/2032	\$ 26,211.06	\$ 13,105.54	\$ -	\$ 13,105.54	\$ 13,105.54	\$ 0.00	\$ 13,105.52	\$ 0.11
80	7/1/2032	\$ 13,105.52	\$ 13,105.54	\$ -	\$ 13,105.52	\$ 13,105.52	\$ 0.00	\$ -	\$ 0.11

Exhibit B

AMORTIZATION SCHEDULE for Settlement Agreement Amendment 1

Settlement Agreement Amount Remaining	\$760,121.12	Scheduled payment	\$13,105.54
Annual interest rate	0.00%	Scheduled number of payments remaining	58
Original Agreement period in years	21.00	Total early payments	\$0
Number of payments per year	4	Total interest	\$0
Start date of Amended Agreement Period	4/1/2019		

Agreement between	Tulare County Transportation Authority (TCTA) and City of Lindsay
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PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE
1	4/1/2019	\$760,121.12	\$13,105.54	\$13,105.54	\$0.00	\$747,015.58
2	7/1/2019	\$747,015.58	\$13,105.54	\$13,105.54	\$0.00	\$733,910.04
3	10/1/2019	\$733,910.04	\$13,105.54	\$13,105.54	\$0.00	\$720,804.51
4	1/1/2020	\$720,804.51	\$13,105.54	\$13,105.54	\$0.00	\$707,698.97
5	4/1/2020	\$707,698.97	\$13,105.54	\$13,105.54	\$0.00	\$694,593.43
6	7/1/2020	\$694,593.43	\$13,105.54	\$13,105.54	\$0.00	\$681,487.89
7	10/1/2020	\$681,487.89	\$13,105.54	\$13,105.54	\$0.00	\$668,382.35
8	1/1/2021	\$668,382.35	\$13,105.54	\$13,105.54	\$0.00	\$655,276.81
9	4/1/2021	\$655,276.81	\$13,105.54	\$13,105.54	\$0.00	\$642,171.28
10	7/1/2021	\$642,171.28	\$13,105.54	\$13,105.54	\$0.00	\$629,065.74
11	10/1/2021	\$629,065.74	\$13,105.54	\$13,105.54	\$0.00	\$615,960.20
12	1/1/2022	\$615,960.20	\$13,105.54	\$13,105.54	\$0.00	\$602,854.66
13	4/1/2022	\$602,854.66	\$13,105.54	\$13,105.54	\$0.00	\$589,749.12
14	7/1/2022	\$589,749.12	\$13,105.54	\$13,105.54	\$0.00	\$576,643.58
15	10/1/2022	\$576,643.58	\$13,105.54	\$13,105.54	\$0.00	\$563,538.05
16	1/1/2023	\$563,538.05	\$13,105.54	\$13,105.54	\$0.00	\$550,432.51
17	4/1/2023	\$550,432.51	\$13,105.54	\$13,105.54	\$0.00	\$537,326.97
18	7/1/2023	\$537,326.97	\$13,105.54	\$13,105.54	\$0.00	\$524,221.43
19	10/1/2023	\$524,221.43	\$13,105.54	\$13,105.54	\$0.00	\$511,115.89
20	1/1/2024	\$511,115.89	\$13,105.54	\$13,105.54	\$0.00	\$498,010.35
21	4/1/2024	\$498,010.35	\$13,105.54	\$13,105.54	\$0.00	\$484,904.81
22	7/1/2024	\$484,904.81	\$13,105.54	\$13,105.54	\$0.00	\$471,799.27
23	10/1/2024	\$471,799.27	\$13,105.54	\$13,105.54	\$0.00	\$458,693.74
24	1/1/2025	\$458,693.74	\$13,105.54	\$13,105.54	\$0.00	\$445,588.20
25	4/1/2025	\$445,588.20	\$13,105.54	\$13,105.54	\$0.00	\$432,482.66
26	7/1/2025	\$432,482.66	\$13,105.54	\$13,105.54	\$0.00	\$419,377.12
27	10/1/2025	\$419,377.12	\$13,105.54	\$13,105.54	\$0.00	\$406,271.58
28	1/1/2026	\$406,271.58	\$13,105.54	\$13,105.54	\$0.00	\$393,166.04
29	4/1/2026	\$393,166.04	\$13,105.54	\$13,105.54	\$0.00	\$380,060.50
30	7/1/2026	\$380,060.50	\$13,105.54	\$13,105.54	\$0.00	\$366,954.96
31	10/1/2026	\$366,954.96	\$13,105.54	\$13,105.54	\$0.00	\$353,849.42
32	1/1/2027	\$353,849.42	\$13,105.54	\$13,105.54	\$0.00	\$340,743.88
33	4/1/2027	\$340,743.88	\$13,105.54	\$13,105.54	\$0.00	\$327,638.35
34	7/1/2027	\$327,638.35	\$13,105.54	\$13,105.54	\$0.00	\$314,532.81
35	10/1/2027	\$314,532.81	\$13,105.54	\$13,105.54	\$0.00	\$301,427.27
36	1/1/2028	\$301,427.27	\$13,105.54	\$13,105.54	\$0.00	\$288,321.73
37	4/1/2028	\$288,321.73	\$13,105.54	\$13,105.54	\$0.00	\$275,216.19
38	7/1/2028	\$275,216.19	\$13,105.54	\$13,105.54	\$0.00	\$262,110.65
39	10/1/2028	\$262,110.65	\$13,105.54	\$13,105.54	\$0.00	\$249,005.11
40	1/1/2029	\$249,005.11	\$13,105.54	\$13,105.54	\$0.00	\$235,899.57
41	4/1/2029	\$235,899.57	\$13,105.54	\$13,105.54	\$0.00	\$222,794.03
42	7/1/2029	\$222,794.03	\$13,105.54	\$13,105.54	\$0.00	\$209,688.49
43	10/1/2029	\$209,688.49	\$13,105.54	\$13,105.54	\$0.00	\$196,582.95
44	1/1/2030	\$196,582.95	\$13,105.54	\$13,105.54	\$0.00	\$183,477.41
45	4/1/2030	\$183,477.41	\$13,105.54	\$13,105.54	\$0.00	\$170,371.87
46	7/1/2030	\$170,371.87	\$13,105.54	\$13,105.54	\$0.00	\$157,266.33
47	10/1/2030	\$157,266.33	\$13,105.54	\$13,105.54	\$0.00	\$144,160.79
48	1/1/2031	\$144,160.79	\$13,105.54	\$13,105.54	\$0.00	\$131,055.25
49	4/1/2031	\$131,055.25	\$13,105.54	\$13,105.54	\$0.00	\$117,949.71
50	7/1/2031	\$117,949.71	\$13,105.54	\$13,105.54	\$0.00	\$104,844.17
51	10/1/2031	\$104,844.17	\$13,105.54	\$13,105.54	\$0.00	\$91,738.64
52	1/1/2032	\$91,738.64	\$13,105.54	\$13,105.54	\$0.00	\$78,633.10
53	4/1/2032	\$78,633.10	\$13,105.54	\$13,105.54	\$0.00	\$65,527.56
54	7/1/2032	\$65,527.56	\$13,105.54	\$13,105.54	\$0.00	\$52,422.02
55	10/1/2032	\$52,422.02	\$13,105.54	\$13,105.54	\$0.00	\$39,316.48
56	1/1/2033	\$39,316.48	\$13,105.54	\$13,105.54	\$0.00	\$26,210.94
57	4/1/2033	\$26,210.94	\$13,105.54	\$13,105.54	\$0.00	\$13,105.40
58	7/1/2033	\$13,105.40	\$13,105.54	\$13,105.54	\$0.00	\$0.00



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: February 27, 2018
AGENDA #: 13
STAFF: Bill Zigler, City Manager, 559-562-7102, wzigler@lindsay.ca.us

AGENDA ITEM

TITLE	Review of Lindsay High School Stadium Joint Use Agreement
ACTION	Review and provide direction regarding the continuance of the Lindsay High School Stadium Joint Use Agreement
PURPOSE	Statutory/Contractual Requirement Council Vision/Priority
COUNCIL OBJECTIVE(S)	Live in a safe, clean, comfortable and healthy environment. Increase our keen sense of identity in a physically connected and involved community. Yield a fiscally self-reliant city government while providing effective, basic municipal services.

RECOMMENDATION

Staff recommends that Council review the attached Joint Use Agreement and direct staff to either renegotiate or withdraw from said agreement due to financial constraints.

BACKGROUND | ANALYSIS

In 2008 the City entered into a joint use agreement with the Lindsay Unified School District for the stadium fields following the installation of the artificial turf by the City. The term of the agreement was for twenty years. The agreement allowed the City to provide recreational opportunities at the fields at the stadium site as well as within gymnasiums. Both day and nighttime use are included in this agreement.

In 2017 the City declared a fiscal crisis. Through analysis and audit it has been determined that the City is running a significant financial deficit and must examine all expenses and uses, especially those that are considered discretionary in nature. Review of the joint use agreement reveals several items of concern (items are referenced alpha-numerically, in correspondence with the agreement). Staff comments are provided in italics, following the item.

B. “City will provide financing, installation of field turf and related landscaping, and ongoing maintenance and groundskeeping services necessary to jointly operate the stadium and athletic fields at Lindsay High School (170 E. Tulare Road) for public purposes.”



STAFF REPORT

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The City is not in a financial position to provide the ongoing maintenance and groundskeeping services necessary to jointly operate the stadium and fields. This requirement should be reevaluated.

4. A. ... “A designated City employee shall be responsible for unlocking and locking of the facilities at the times when in use for recreational activities by the City.”

The City can provide staff to lock and unlock the facilities, but cannot gift staff time to those using the fields. These costs must be passed on to those organizations/entities using the fields.

4. B. “The City shall oversee all recreation and related activities to be carried out during its use of the facilities and shall provide competent adult supervision that is mutually agreed upon by the City and School District **at all times** when in use (emphasis added).”

The City can provide staff to oversee all recreation and related activities, including practices, but cannot gift staff time to those using the fields. These costs must be passed on to those organizations/entities using the fields.

4. C. “The City will install artificial stadium turf, and provide the regular maintenance, groundskeeping, and upkeep of the turf and fields, using specialized equipment as specified by the manufacturer, and will fully comply with all other manufacturer’s specifications for upkeep. City will provide at its sole expense any special equipment or supplies needed to clean the turf. City will provide to the District the paving stones and placement of stones.”

The City has not done a good job at this. District staff have been performing routine field turf maintenance with specialized equipment. The City will not be able to perform this in the future due to fiscal constraints.

4.D. “The City shall provide for all cleaning of football fields, turf and stadium, **for both** the City and School District’s use (emphasis added). The City shall be responsible for leaving the facilities in a clean and sanitary condition after each use **by either party** (emphasis added). The City will be responsible for all such cleaning and maintenance operations, but may bill the District on a quarterly basis for the cost of the cleaning that is necessary following School District events on the field, and the District is responsible for these costs.”...

The City has not done a good job at this. Due to fiscal constraints the City would need to hire an additional employee to properly manage this. The requirement of cleaning up after District events should be reevaluated. It can be managed, but is this the best use of City time and resources?

4. E. “The City shall be responsible for purchasing and stocking all supplies needed for the restroom and snack bar. The School District will pay the City \$500.00 per year to contribute toward the cost of those supplies.”...

This requirement should be reevaluated.



STAFF REPORT

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4. F. The School District shall provide all utilities without charge to the City, except if the cost of utilities exceed \$37,000 for the calendar year, the City will reimburse the District for the excess cost that the City, due to its activities or events, is responsible for.”...

It has been difficult to determine who is consuming the electricity. Sometimes District activities spill over into the City-allocated evening time. While the District has been good to work with on this issue it should be refined for tighter control.

4. G. “...the City shall pay for the School District’s cost of custodial overtime or other onsite School District employee required to clean the facilities if, in the sold judgement of the School District, the facilities are left in poor physical condition after the City’s use.”

The School District has been very accommodating in this area. Cleaning requirements in general should be reevaluated.

4.H. “The City shall maintain a master Usage Schedule...”.

Lisa Davis has tightened this up and is working closely with the District. It has been a point of frustration for both parties in the past. This is just an item of note.

13. “Damage: City shall be solely responsible for and shall reimburse District for any and all necessary repairs and replacements resulting from damage to the facilities arising from City’s use and occupancy of the facilities, or that of its officers, employees, agents, licensees or invitees, pursuant to this agreement, excluding normal wear and tear.”...

This is just an item of note.



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: February 27, 2018
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ALTERNATIVES

- Renegotiate the Joint Use Agreement
- Abandon the Joint Use Agreement
- Leave the Joint Use Agreement as-is

BENEFIT TO OR IMPACT ON CITY RESOURCES

Reevaluating/renegotiating this Joint Use Agreement should help better manage scant City financial resources.

ENVIRONMENTAL REVIEW

None

POLICY ISSUES

None

PUBLIC OUTREACH

None

ATTACHMENTS

- Lindsay High School Stadium Joint Use Agreement

LINDSAY HIGH SCHOOL STADIUM JOINT USE AGREEMENT

THIS AGREEMENT is entered into as of June 9, 2008 between the LINDSAY UNIFIED SCHOOL DISTRICT, referred to as School District, and the CITY OF LINDSAY, referred to as "City," with reference to the following:

A. The City desires to use the Athletic Fields and Gymnasium (Kennedy Elementary) of the School District's Lindsay High School and Kennedy Elementary (1701 E. Tulare Road) in order to conduct recreation, athletic, leisure, civic and other related programs sponsored by the City during non-school hours.

B. As consideration for use of the facilities, City will provide financing, installation of field turf and related landscaping, and ongoing maintenance and groundskeeping services necessary to jointly operate the stadium and athletic fields at Lindsay High School (1701 E. Tulare Road) for public purposes.

C. School District is authorized to grant the use of school facilities or grounds as a civic center, upon such terms and conditions the governing board deems proper, for the purposes of providing supervised recreational activities under Education Code Section 17052 et. seq.,

D. Pursuant to Education Code pursuant to section 45103.1(b)(2), the services contracted are not available within the School District, cannot be performed satisfactorily by school district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the school district; and pursuant to section 45103(b)(3), the services provided by the city are incidental to a contract for the right to use real property; and pursuant to section 45103(b)(6), the contractor will provide equipment and support services that cannot be feasibly provided by the school district due to the location and nature of the artificial turf and related landscaping of the athletic fields and stadium.

ACCORDINGLY, IT IS AGREED:

1. Term: This Agreement will become effective as of June 9, 2008 and will expire on December 31, 2028 unless otherwise terminated as provided in this Agreement.
2. Grounds and Facilities: School District hereby permits the City to use the Athletic Fields and Gymnasium [hereinafter "facilities"], situated in the City of Lindsay, Tulare County, California under the terms and conditions specified in this agreement.
3. Permitted Use: The City may use the facilities for recreational, athletic, leisure, civic and related programs at such times, and in such manner as is more specifically designated in Exhibit "A," attached hereto and incorporated herein by reference. Said Exhibit "A" may be amended by mutual agreement from time to time by the parties, but only when such amendments are specified in writing and initialed by authorized representatives of both parties. City may not under any circumstances use the facilities during school hours, but may use the facilities at other times as agreed upon, including but not limited to evenings, Saturdays, Sundays and holidays.

City will not put the facilities to any other use without the prior written consent of the School District.

4. Conditions: The School District agrees to make the facilities available at the times and in the manner provided for in Exhibit "A," hereto, subject to the following conditions and limitations:

A. The School District shall be responsible for the unlocking and locking of the facilities during school hours. A designated City employee shall be responsible for unlocking and locking of the facilities at the times when in use for recreational activities by the City. The School District shall not be responsible for the compensation of any city employee. The City shall not be responsible for the compensation of any School District employees or representatives utilized for this purpose or otherwise on site during city activities unless specifically agreed to in writing.

B. The City shall oversee all recreation and related activities to be carried out during its use of the facilities and shall provide competent adult supervision that is mutually agreed upon by the City and School District at all times when in use.

C. The City will install artificial stadium turf, and provide the regular maintenance, groundskeeping, and upkeep of the turf and fields, using specialized equipment as specified by the manufacturer, and will fully comply with all other manufacturer's specifications for upkeep. City will provide at its sole expense any special equipment or supplies needed to clean the turf. City will provide to the District the paving stones and placement of the stones.

D. The City shall provide for all cleaning of football fields, turf, and stadium, for both the City and the School District's use. The City shall be responsible for leaving the facilities in a clean and sanitary condition after each use by either party. The City will be responsible for all such cleaning and maintenance operations, but may bill the District on a quarterly basis for the cost of the cleaning that is necessary following School District events on the field, and the District is responsible for those costs. The School District may also at its sole discretion provide custodial services, and may at its sole discretion additionally provide onsite district employees for supervision and management of the facilities;

E. The City shall be responsible for purchasing and stocking all supplies needed for the restroom and snack bar. The School District will pay the City \$500.00 per year to contribute toward the cost of these supplies. Each year a cost of living index (CPI-U San Francisco Index) shall be applied to this amount. The 2007-08 school year shall be the base year.

F. The School District shall provide all utilities without charge to the City, except if the cost of utilities exceeds \$37,000 for the calendar year, the city will reimburse the district for the excess cost that the City, due to its activities or events, is responsible for. Each year a cost of living index (CPI-U San Francisco Index) shall be applied to this amount. The 2007-08 school year shall be the base year.

G. The City shall be provided free use except that the City shall pay for the School District's costs of custodial overtime or other onsite School District employees required to clean the facilities if, in the sole judgment of the School District, the facilities are left in poor physical condition after City's use.

H. The City shall maintain the Master Usage Schedule. Representatives of the City and School District will meet at least quarterly to discuss the facilities usage schedule. The School District and the City shall cooperate and communicate on the scheduling of events and adjustments thereto sufficiently in advance in an effort to make the most efficient use of said facilities and to avoid conflicts in scheduling. Such scheduling shall conform to the guidelines established by the School District, notwithstanding any other provision of this Agreement. The

City shall have no right to use said facilities when in use or necessary for use by the School District in conducting or performing its athletic and other educational events. However, both parties shall give 48 hours advance notice in case of cancellation. If the City fails to give the School District 48 hours advance notice of the cancellation of an event, the City will be required to reimburse the School District for any costs incurred in paying custodial overtime. If the School District fails to give the City 48 hours advance notice of the cancellation of use of the facilities due to a District event, the District will reimburse the City for any costs incurred in paying custodial overtime.

I. The right of City's use provided in this Agreement includes the right to schedule events for persons, organizations, associations, corporations or other groups of entities which otherwise lawfully may make use of the physical facilities of the School District or of the City as the case may be, and within the guidelines established by the School District in its Facilities Joint Use policy.

J. Access to the facility shall only be permitted to City staff assigned to the site, by participants in programs organized and supervised by the City, or by registered and approved users admitted under the appropriate statutes and district procedures.

5. Termination:

A. The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement. This Agreement may be terminated for cause by either party should the other party:

- (a) be adjudged a bankrupt, or
- (b) become insolvent or have a receiver appointed, or
- (c) make a general assignment for the benefit of creditors, or
- (d) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- (e) materially breach this Agreement.

B. For any of the occurrences except item (e), termination may be effected upon written notice by the terminating party specifying the date of the termination.

C. Upon a material breach, the Agreement may be terminated following the failure of the defaulting party to remedy the breach to the satisfaction of the non-defaulting party within thirty (30) days of written notice specifying the breach. If the breach is not remedied within that thirty (30) day period, the non-defaulting party may terminate the Agreement on further written notice specifying the date of termination.

D. If the nature of the breach is such that it cannot be cured within a thirty (30) day period, the defaulting party may, submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting party consents to that proposal in writing, which consent will not be unreasonably withheld, the defaulting party will immediately embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting party may terminate upon written notice specifying the date of termination.

6. Consideration: As consideration for use of the Athletic Fields and Gymnasium, City will provide financing, installation of field turf and related landscaping, and ongoing maintenance and groundskeeping services necessary to jointly operate the Athletic Fields and Gymnasium at Lindsay High School for public purposes.

7. City/School Employees: District shall have no responsibility for the payment of any salaries, wages or other compensation or benefits to City's officers, agents or employees performing services to the City pursuant to this Agreement. The City shall have no responsibility for the payment of salaries, wages or other compensation or benefits to the School District's officers, agents or employees on site at the School District facilities during the City's use of the facilities, unless otherwise set forth specifically in this Agreement, or unless otherwise agreed in writing.

8. Employee Insurance: City shall at all times during this Agreement maintain, at its sole cost and expense, all necessary insurance for its officers, employees and agents performing services to the City pursuant to this Agreement, including, but not limited to, workers' compensation, disability and unemployment insurance and to provide District with verification of such coverage upon request.

9. Consistent Use: As required by Education Code Section 17052, City's use of the facilities shall at all times be consistent with the use of the facilities by the School District for school purposes and shall not interfere with the regular conduct of schoolwork.

10. Hold Harmless:

The District and City shall hold harmless, defend and indemnify each other, their agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of that parties activities or those of their agents, officers or employees under this Agreement. This indemnification specifically includes any claims that may be made against District or City by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District or City alleging civil rights violations by City under Government Code section 12920 et seq. (California Fair Employment and Housing Act) This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

11. Liability Insurance: Prior to engaging in any activities pursuant to this Agreement, and pursuant to the existing Blanket Joint-Use Facilities Indemnification and Hold Harmless Agreement dated October 9, 1987, City shall file verification with the School District's Superintendent, that the City maintains a policy of comprehensive general liability insurance in a combined single limit of not less than \$1,000,000 on account of any one occurrence, issued by a organization duly licensed to transact business in the State of California, covering personal injuries, including death and property damage that may arise as a result of, or out of, any acts or omissions of City or its officers, employees or agents, pursuant to this Agreement.

The City shall maintain said insurance during the entire term of this Agreement, at its sole cost and expense.

Said insurance policy shall name the School District, its officers, employees and agents as an additional insured. Said insurance policy shall further provide for at least 30 days advance written notice to the School District prior to cancellation, material change or non-renewal.

12. Assignment: Neither the School District or the City shall transfer any interest in this Agreement to any person, firm, corporation or private or public agency without the prior written consent of the other party.

13. Damage: City shall be solely responsible for and shall reimburse District for any and all necessary repairs and replacements resulting from damage to the facilities arising from City's use and occupancy of the facilities, or that of its officers, employees, agents, licensees or invitees, pursuant to this Agreement, excluding normal wear and tear. The School District shall pay for any damage to any facilities installed, remodeled or constructed by the City arising from the School District's use of the facilities.

14. Regulations: The City shall, at all times during its use and occupancy of the facilities, comply with all applicable ordinances, laws and regulations pertaining to said use and occupation.

15. Entry: The School District, its officers, employees or agents, shall have the right to enter into and upon the facilities at all times and to protect any and all rights of the School District.

16. Destruction of the Facilities: If any of said facilities shall be wholly destroyed by fire or other casualty, the School District will make every reasonable effort to rebuild the same using insurance proceeds. If the insurance proceeds are not enough to cover the entire cost, the district is under no obligation to replace the same facilities. If any of said facilities shall be partly destroyed or damaged by fire or other casualty, the School District will make every reasonable effort to repair using only the insurance proceeds. If the insurance proceeds are not enough to cover the entire cost, the District is under no obligation to replace the same facilities.

17. Surrender: Upon the termination of this Agreement, City shall surrender possession of the facilities to the School District and, shall at the time of surrender, leave the facilities in as good order and condition as said facilities were at the inception of this Agreement, ordinary wear and tear, and damage by the elements, fire, earthquake, flood, act of God, or public calamity, excepted.

18. Notices: All notices required by this Agreement will be considered executed when received by each party at the following addresses:

For the City; Office of the City Manager
City of Lindsay
251 E. Honolulu
P.O. Box 369
Lindsay, CA 93247

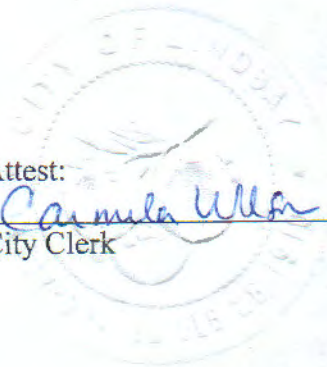
For the School District; Office of the Superintendent
Lindsay Unified School District
371 E. Hermosa Street
Lindsay, CA 93247

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19. Amendment: This Agreement may not be amended, modified or altered without the express written consent of both parties hereto.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first-above written.

Attest:

Carmela Ullor
City Clerk

CITY OF LINDSAY
By: Rich Wilkinson 3/16/2012
Rich Wilkinson, City Manager
"City"

LINDSAY UNIFIED SCHOOL DISTRICT
By: Frank Wilson
President, Board of Trustees
"District"

EXHIBIT A

The City has the right to use the said facilities at all times that the District is not using them or during school days. The District shall let the City use the said facilities beginning at 6 pm on school days except for those days when there is a scheduled game.