



LINDSAY CITY COUNCIL MEETING: REGULAR MEETING AGENDA

251 E. Honolulu St., Lindsay, CA 93247

Tuesday, May 12, 2020 @ 6:00PM

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Notice is hereby given that the Lindsay City Council will hold its regular Council Meeting, on May 12, 2020 via webinar only. The webinar address for members of the public is https://www.bigmarker.com/griswold_lasalle/5-12-2020-Lindsay-Council-Meeting Persons with disabilities who may need assistance should contact the Deputy City Clerk at least 24 hours prior to the meeting at (559) 562-7102 ext. 8020.

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

Item 1: Public Comment

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

Item 2: Council Reports

City Council Members report on recent or upcoming events

Item 3: City Manager Update

City Manager or designee reports on recent or upcoming events

Item 4: Consent Calendar

Routine items approved in one motion unless item is pulled for discussion
Pages 1-44

1. Minutes from April 28, 2020 City Council Meeting
2. Warrant List for April 22, 2020 through May 5, 2020
3. Treasurers Report for April 2020
4. Repayment Agreement for Recapture of Restoration Flows
5. Review of Declaration of Local Emergency

Item 5: Resolution 20-17, Authorizing Staff to Submit a Claim to Tulare County Association of Governments for Regional Surface Transportation Program (RSTP) Funds in Exchange for State Highway Account Funds.

Presented by Juana Espinoza, Finance and Accounting Manager
Pages 45-50

Item 6: PUBLIC HEARING: Conditional Use Permit (CUP) 20-05, Request for Dollar General to Include Beer and Wine Sales

Presented by Michael Camarena, Director of City Services and Planning
Pages 51-61



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Item 7: Executive (Closed) Session

1. Conference with Legal Counsel – Initiation of Litigation (pursuant to § 54956.9(c): 1 case

Item 8: Requests for Future Agenda Items

Presented by Councilmembers

Item 9: Adjourn

The next regular Lindsay City Council meeting will be held at 6:00PM on May 26, 2020.



LINDSAY CITY COUNCIL MEETING: REGULAR MEETING MINUTES

251 E. Honolulu St., Lindsay, CA 93247

Tuesday, April 28, 2020 @ 6:00PM

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Notice is hereby given that the Lindsay City Council will hold its regular Council Meeting, on April 28, 2020 via webinar only. The webinar address for members of the public is https://www.bigmarker.com/griswold_lasalle/4-28-2020-Lindsay-Council-Meeting Persons with disabilities who may need assistance should contact the Deputy City Clerk at least 24 hours prior to the meeting at (559) 562-7102 ext. 8020.

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

Item 1: Public Comment

- The public is invited to comment on any subject under the jurisdiction of the Lindsay City Council, including agenda items, other than noticed public hearings. Speakers shall be limited to three minutes. Unless otherwise indicated by the Mayor, Public Comment period will end after 30 minutes. Speakers should clearly state their name before they begin.
- None

Item 2: Council Reports

City Council Members report on recent or upcoming events

- Kimball – Lindsay Gardens Service Project is raising funds and collecting snacks and water to provide the nursing home, please contact 559-310-4109 for more information or visit: <https://www.justserve.org/projects/5502c63d-6f02-4402-b9ec-2534dd5442a8>

Item 3: City Manager Update

City Manager or designee reports on recent or upcoming events

- The City has incurred approximately \$100,000 in COVID-19 emergency response administrative costs and supplies to date; a survey will be distributed to small business owners to help gather information on how the City can provide help; Dollar General is scheduled to open May 18

Item 4: Consent Calendar

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

Pages 1-24

- Minutes from April 14, 2020 City Council Meeting
- Warrant List for March 27, 2020 through April 21, 2020
- Notice to City Council for the Creation of Fund 305-COVID-19 Emergency Fund
- Resolution 20-16 Authorizing Staff to Submit a Projects List to Caltrans under the Road Maintenance and Rehab Act of 2017 – (SB1)



LINDSAY CITY COUNCIL MEETING: REGULAR MEETING MINUTES

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- No discussion

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

Item 5: Third Quarter Budget Update

Presented by Joseph M. Tanner, City Manager

Pages 25-67

- Continuous monitoring of ongoing developments; expect a slow recovery; focus on short term impact and long-term solutions to maintain the City fiscally sustainable; breakeven in current year, focus will be on developing an appropriate budget for FY 20/21
- Working with Council to prioritize future projects and with debt holders to revise debt payment schedules

Item 6: RESOLUTION 20-15, Designation of Applicant’s Agent (Cal OES 130)

Presented by Nyeba Amezcua, City Service Assistant Director

Pages 68-70

- No discussion

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

Item 7: PUBLIC HEARING: 2nd Reading for Ordinance 582, Adopting the State of California Model Water Efficiency Landscape Ordinance (MWEL0)

Presented by Michael Camarena, Director of City Services and Planning

Pages 71-106

- No discussion
- No public comment

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



LINDSAY CITY COUNCIL MEETING: REGULAR MEETING MINUTES

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Item 8: Executive (Closed) Session
None

Item 9: Requests for Future Agenda Items
Presented by Councilmembers

- None

Item 10: Adjourn
The next regular Lindsay City Council meeting will be held at 6:00PM on May 12, 2020.

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

Check #	Fund	Date	Vendor #	Vendor Name	Description	Amount
TOTAL						1,045,986.66
16796						200.00
	552 - WATER	04/24/20	6537	CHRISTINA BRAUN	001383-03 REFUND	200.00
16797						392.77
	101 - GENERAL FUND	04/27/20	3977	AFLAC	DED:015 AFLAC	392.77
16798						477.88
	101 - GENERAL FUND	04/27/20	4660	CITY OF LINDSAY	DED:052 WELLNESS	12.47
	101 - GENERAL FUND	04/27/20	4660	CITY OF LINDSAY	DED:CDBG CDBG PMT	218.41
	101 - GENERAL FUND	04/27/20	4660	CITY OF LINDSAY	DED:L203 CDBG LOAN	247.00
16799						1,078.70
	101 - GENERAL FUND	04/27/20	451	CITY OF LINDSAY EMP	DED:0503 SEC 125	1,068.70
	101 - GENERAL FUND	04/27/20	451	CITY OF LINDSAY EMP	DED:0505 SEC 125	10.00
16800						130.95
	101 - GENERAL FUND	04/27/20	3192	SEIU LOCAL 521	DED:DUES UNION DUES	130.95
16801						6,231.49
	101 - GENERAL FUND	04/27/20	3192	SEIU LOCAL 521	DED:DUES UNION DUES	2,533.27
	101 - GENERAL FUND	04/27/20	3192	SEIU LOCAL 521	DED:DUES UNION DUES	75.00
	101 - GENERAL FUND	04/27/20	6452	GREAT-WEST TRUST	DED:151 DEFERCOMP	2,663.55
	101 - GENERAL FUND	04/27/20	6452	GREAT-WEST TRUST	DED:ROTH ROTH	959.67
16802						82.74
	101 - GENERAL FUND	04/27/20	6409	BERNARD HEALTH LEGA	DED:MET MET LAW	82.74
16803						50.82
	101 - GENERAL FUND	04/27/20	2325	LINDSAY PUBLIC SAFE	DED:LPOA LPOA DUES	50.82
16804						437.07
	101 - GENERAL FUND	04/27/20	3042	STATE DISBURSEMENT	DED:0512 CHILD SUPT	437.07
16805						360.57
	101 - GENERAL FUND	04/27/20	1955	TEAMSTERS LOCAL 856	DED:0508 TEAMSTERS	360.57
16807						9.63
	101 - GENERAL FUND	04/27/20	6409	BERNARD HEALTH LEGA	DED:MET MET LAW	9.63
16809						2,195.81
	101 - GENERAL FUND	05/01/20	4259	AAA TRUCK SERVICE I	INDUSTRIAL BELT-MOW	18.62
	101 - GENERAL FUND	05/01/20	4259	AAA TRUCK SERVICE I	HIGH FLOW NOZZLE	65.33
	101 - GENERAL FUND	05/01/20	4259	AAA TRUCK SERVICE I	REPAIR & MAINT	5.45
	101 - GENERAL FUND	05/01/20	4259	AAA TRUCK SERVICE I	TRUCK56 REPAIR 03FO	395.14
	101 - GENERAL FUND	05/01/20	4259	AAA TRUCK SERVICE I	REPAIR & MAINT	395.14
	261 - GAS TAX FUND	05/01/20	4259	AAA TRUCK SERVICE I	TRUCK56 REPAIR 03FO	395.14
	552 - WATER	05/01/20	4259	AAA TRUCK SERVICE I	HIGH FLOW NOZZLE	65.33
	552 - WATER	05/01/20	4259	AAA TRUCK SERVICE I	TRUCK56 REPAIR 03FO	395.14
	553 - SEWER	05/01/20	4259	AAA TRUCK SERVICE I	HIGH FLOW NOZZLE	65.34
	553 - SEWER	05/01/20	4259	AAA TRUCK SERVICE I	HIGH FLOW NOZZLE	395.18
16810						661.20
	101 - GENERAL FUND	05/01/20	2873	ADVANTAGE ANSWERING	4/1/20-4/30/20	661.20
16811						352.95
	101 - GENERAL FUND	05/01/20	007	AG IRRIGATION SALES	VALVE KEY	101.78
	552 - WATER	05/01/20	007	AG IRRIGATION SALES	HAND PUMP HOSE	91.21
	553 - SEWER	05/01/20	007	AG IRRIGATION SALES	SPRAY WAND	159.96
16812						35.00
	101 - GENERAL FUND	05/01/20	400	AGRI-HOME	INSPECTION FEE-BLOW	35.00
16813						170.00
	101 - GENERAL FUND	05/01/20	6541	AHSAKI CASTRO	ARBOR DEPOSIT	100.00
	101 - GENERAL FUND	05/01/20	6541	AHSAKI CASTRO	ARBOR RENTAL REFUND	70.00
16814						64.17
	101 - GENERAL FUND	05/01/20	6362	AMERICAN BUSINESS M	EQUIPMENT MAINT	56.17
	101 - GENERAL FUND	05/01/20	6362	AMERICAN BUSINESS M	TONER	8.00
16815						10.00
	101 - GENERAL FUND	05/01/20	2323	ANDERSON FAMILY BUS	CARWASH-10/1-12/31/	10.00

16816						10.50
	101 - GENERAL FUND	05/01/20	6539	ANTHONY CISNEROS	REFUND FOR GASOLINE	10.50
16817						35.00
	101 - GENERAL FUND	05/01/20	4924	ASI ADMINISTRATIVE	MARCH COBRA ADMIN	35.00
16819						762.73
	101 - GENERAL FUND	05/01/20	5457	AUTO ZONE COMMERCIA	MOTOR OIL	31.15
	101 - GENERAL FUND	05/01/20	5457	AUTO ZONE COMMERCIA	OPERATING SUPPLIES	16.45
	101 - GENERAL FUND	05/01/20	5457	AUTO ZONE COMMERCIA	MOTOR OIL	62.49
	101 - GENERAL FUND	05/01/20	5457	AUTO ZONE COMMERCIA	OIL FILTER,MOTOR OI	143.84
	101 - GENERAL FUND	05/01/20	5457	AUTO ZONE COMMERCIA	BATTERY CLEANER	6.22
	101 - GENERAL FUND	05/01/20	5457	AUTO ZONE COMMERCIA	MOTOR OIL	51.92
	101 - GENERAL FUND	05/01/20	5457	AUTO ZONE COMMERCIA	MOTOR OIL	26.86
	101 - GENERAL FUND	05/01/20	5457	AUTO ZONE COMMERCIA	MOTOR OIL	(26.86)
	101 - GENERAL FUND	05/01/20	5457	AUTO ZONE COMMERCIA	WEED SPRAY	44.38
	305 - COVID-19 EMERGENCY FUND	05/01/20	5457	AUTO ZONE COMMERCIA	DISINFECT SPRAYERS	24.56
	305 - COVID-19 EMERGENCY FUND	05/01/20	5457	AUTO ZONE COMMERCIA	TRUFUEL -BLOWER	19.12
	305 - COVID-19 EMERGENCY FUND	05/01/20	5457	AUTO ZONE COMMERCIA	TRUFUEL -BLOWER	152.86
	305 - COVID-19 EMERGENCY FUND	05/01/20	5457	AUTO ZONE COMMERCIA	TRUFUEL -BLOWER	5.15
	305 - COVID-19 EMERGENCY FUND	05/01/20	5457	AUTO ZONE COMMERCIA	TRUFUEL -BLOWER	152.86
	552 - WATER	05/01/20	5457	AUTO ZONE COMMERCIA	BATTERY	(152.86)
	552 - WATER	05/01/20	5457	AUTO ZONE COMMERCIA	BATTERY	26.85
	552 - WATER	05/01/20	5457	AUTO ZONE COMMERCIA	VALVE CAP	(26.85)
	552 - WATER	05/01/20	5457	AUTO ZONE COMMERCIA	WATER PUMP	116.68
	552 - WATER	05/01/20	5457	AUTO ZONE COMMERCIA	WATER PUMP	(116.68)
	552 - WATER	05/01/20	5457	AUTO ZONE COMMERCIA	WATER PUMP	52.46
	552 - WATER	05/01/20	5457	AUTO ZONE COMMERCIA	WATER PUMP	32.33
	553 - SEWER	05/01/20	5457	AUTO ZONE COMMERCIA	BATTERY	119.80
16820						2,270.00
	101 - GENERAL FUND	05/01/20	6540	AUTODESK, INC.	NEYBA*EDELMA PROGRA	567.50
	552 - WATER	05/01/20	6540	AUTODESK, INC.	NEYBA*EDELMA PROGRA	567.50
	553 - SEWER	05/01/20	6540	AUTODESK, INC.	NEYBA*EDELMA PROGRA	567.50
	554 - REFUSE	05/01/20	6540	AUTODESK, INC.	NEYBA*EDELMA PROGRA	567.50
16821						51.21
	101 - GENERAL FUND	05/01/20	5381	AWAKE SKATE SHOP	CM POLO SHIRTS	51.21
16822						2,350.00
	552 - WATER	05/01/20	051	BSK	QTR BACTI,DBP,ALK/T	2,350.00
16823						597,653.28
	552 - WATER	05/01/20	6507	BUSH ENGINEERING IN	WATER METER DEPOSIT	1,000.00
	600 - CAPITAL IMPROVEMENT	05/01/20	6507	BUSH ENGINEERING IN	OVERLAY PROJECT	596,653.28
16824						81.90
	101 - GENERAL FUND	05/01/20	1979	CALIFORNIA BUILDING	JAN-MAR 2020 SB1473	81.90
16825						1,644.16
	101 - GENERAL FUND	05/01/20	6351	CANON FINANCIAL SER	CANON EQUIPMENT	411.04
	101 - GENERAL FUND	05/01/20	6351	CANON FINANCIAL SER	CANON EQUIPMENT	411.04
	101 - GENERAL FUND	05/01/20	6351	CANON FINANCIAL SER	CANON EQUIPMENT	411.04
	101 - GENERAL FUND	05/01/20	6351	CANON FINANCIAL SER	CANON EQUIPMENT	411.04
16826						67.00
	101 - GENERAL FUND	05/01/20	6542	CARLIE KAKU	BL APP REFUND	30.00
	101 - GENERAL FUND	05/01/20	6542	CARLIE KAKU	BUSINESS LIC-REFUND	37.00
16827						80,199.00
	101 - GENERAL FUND	05/01/20	075	CSJVRMA	LIABILITY PROGRAM	3,048.12
	101 - GENERAL FUND	05/01/20	075	CSJVRMA	LIABILITY PROGRAM	3,048.13
	101 - GENERAL FUND	05/01/20	075	CSJVRMA	WORK COMP PROGRAM	53,745.00
	552 - WATER	05/01/20	075	CSJVRMA	LIABILITY PROGRAM	9,144.37
	553 - SEWER	05/01/20	075	CSJVRMA	LIABILITY PROGRAM	9,144.38
	554 - REFUSE	05/01/20	075	CSJVRMA	LIABILITY PROGRAM	2,069.00
16828						94.37
	101 - GENERAL FUND	05/01/20	076	CENTRAL VALLEY BUSI	SIGN HOURS	94.37

16829	261 - GAS TAX FUND	05/01/20	6365	CENTRAL VALLEY STRI	CROSSWALK-HERMOSA	1,752.75
16831						1,752.75
	101 - GENERAL FUND	05/01/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES 10	33.94
	101 - GENERAL FUND	05/01/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES 11	33.94
	101 - GENERAL FUND	05/01/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES 1	34.38
	101 - GENERAL FUND	05/01/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES 1	36.39
	101 - GENERAL FUND	05/01/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES 2	34.38
	101 - GENERAL FUND	05/01/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES 2	36.39
	101 - GENERAL FUND	05/01/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES 2	25.90
	101 - GENERAL FUND	05/01/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES 2	25.90
	101 - GENERAL FUND	05/01/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES 2	25.90
	101 - GENERAL FUND	05/01/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES 2	39.53
	101 - GENERAL FUND	05/01/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES 2	39.53
	101 - GENERAL FUND	05/01/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES 2	39.53
	101 - GENERAL FUND	05/01/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES 2	33.94
	101 - GENERAL FUND	05/01/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES 2	34.38
	101 - GENERAL FUND	05/01/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES 2	36.39
	101 - GENERAL FUND	05/01/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES 2	66.04
	305 - COVID-19 EMERGENCY FUND	05/01/20	5832	CINTAS CORPORATION	SPRAYERS	85.91
	305 - COVID-19 EMERGENCY FUND	05/01/20	5832	CINTAS CORPORATION	SPRAYERS	25.90
	552 - WATER	05/01/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES	33.94
	552 - WATER	05/01/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES	34.38
	552 - WATER	05/01/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES	36.39
	552 - WATER	05/01/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES	39.53
	553 - SEWER	05/01/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES	25.90
	553 - SEWER	05/01/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES	33.94
	553 - SEWER	05/01/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES	34.38
	553 - SEWER	05/01/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES	36.39
	553 - SEWER	05/01/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES	39.53
	554 - REFUSE	05/01/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES	25.90
	554 - REFUSE	05/01/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES	33.94
	554 - REFUSE	05/01/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES	34.38
	554 - REFUSE	05/01/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES	36.39
	554 - REFUSE	05/01/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES	39.53
	556 - VITA-PAKT	05/01/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES	25.90
	556 - VITA-PAKT	05/01/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES	33.94
	556 - VITA-PAKT	05/01/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES	34.38
	556 - VITA-PAKT	05/01/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES	36.40
	556 - VITA-PAKT	05/01/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES	39.55
16832						3.47
	305 - COVID-19 EMERGENCY FUND	05/01/20	5251	CITY FOOD MART	BLOWER-GAS	3.47
16833						1,285.00
	101 - GENERAL FUND	05/01/20	279	CITY OF PORTERVILLE	01-000680 ANIMAL FE	709.00
	553 - SEWER	05/01/20	279	CITY OF PORTERVILLE	30-016544 LAB 2/202	576.00
16834						2,845.33
	883 - SIERRA VIEW ASSESSMENT	05/01/20	6090	CLEAN CUT LANDSCAPE	SIERRA VIEW	1,129.00
	884 - HERITAGE ASSESSMENT DIST	05/01/20	6090	CLEAN CUT LANDSCAPE	HERITAGE	274.00
	886 - SAMOA	05/01/20	6090	CLEAN CUT LANDSCAPE	HERMOSA	133.00
	887 - SWEETBRIER TOWNHOUSES	05/01/20	6090	CLEAN CUT LANDSCAPE	SWEETBRIER	475.00
	888 - PARKSIDE	05/01/20	6090	CLEAN CUT LANDSCAPE	PARKSIDE	197.00
	889 - SIERRA VISTA ASSESSMENT	05/01/20	6090	CLEAN CUT LANDSCAPE	SIERRA VISTA	83.33
	890 - MAPLE VALLEY ASSESSMENT	05/01/20	6090	CLEAN CUT LANDSCAPE	MAPLE VALLEY	45.00
	891 - PELOUS RANCH	05/01/20	6090	CLEAN CUT LANDSCAPE	PELOUS	509.00
16835						45.00
	101 - GENERAL FUND	05/01/20	2319	COMPUTER SYSTEMS PL	3/31 ANTIVIRUS	45.00
16836						4,040.00
	600 - CAPITAL IMPROVEMENT	05/01/20	091	CONSOLIDATED TESTIN	REHAB PROJECT-TESTI	4,040.00

16837						527.25
	552 - WATER	05/01/20	102	CULLIGAN	18829 AVE 240	85.25
	552 - WATER	05/01/20	102	CULLIGAN	18869 AVE 240	147.25
	552 - WATER	05/01/20	102	CULLIGAN	18899 AVE 240	178.25
	552 - WATER	05/01/20	102	CULLIGAN	23965 RD 188	38.75
	552 - WATER	05/01/20	102	CULLIGAN	24158 AVE 240	69.75
	553 - SEWER	05/01/20	102	CULLIGAN	23611 RD 196	8.00
16838						3,416.35
	553 - SEWER	05/01/20	388	DENNIS KELLER/JAMES	DBP	183.50
	552 - WATER	05/01/20	388	DENNIS KELLER/JAMES	TOC	51.35
	552 - WATER	05/01/20	388	DENNIS KELLER/JAMES	TOC	3,181.50
16839						125.08
	101 - GENERAL FUND	05/01/20	111	DEPT OF CONSERVATIO	RESIDENTAL SEISMIC	93.30
	101 - GENERAL FUND	05/01/20	111	DEPT OF CONSERVATIO	COMMERCIAL SEISMIC	31.78
16840						70.00
	101 - GENERAL FUND	05/01/20	316	DEPT OF JUSTICE	LAB FEES FEB 2020	70.00
16841						355.40
	261 - GAS TAX FUND	05/01/20	113	DEPT OF TRANSPORTAT	JAN-MARCH SIGNALS	355.40
16842						133.20
	101 - GENERAL FUND	05/01/20	5596	DIVISON OF THE STAT	CASP QTR 2020-1	133.20
16843						3,968.11
	553 - SEWER	05/01/20	5978	DOMINO SOLAR LTD	2/1/20-2/29/20	3,968.11
16844						2,227.53
	101 - GENERAL FUND	05/01/20	119	DOUG DELEO WELDING	OPERATING SUPPLIES	231.37
	101 - GENERAL FUND	05/01/20	119	DOUG DELEO WELDING	MACH & EQUIP	45.15
	101 - GENERAL FUND	05/01/20	119	DOUG DELEO WELDING	OPERATING SUPPLIES	1,552.25
	261 - GAS TAX FUND	05/01/20	119	DOUG DELEO WELDING	MAINT STREET SIGN	40.39
	261 - GAS TAX FUND	05/01/20	119	DOUG DELEO WELDING	SAIT CUTOFF WHEEL	17.05
	261 - GAS TAX FUND	05/01/20	119	DOUG DELEO WELDING	SAIT CUTOFF WHEEL	107.56
	552 - WATER	05/01/20	119	DOUG DELEO WELDING	OPERATING SUPPLIES	32.72
	552 - WATER	05/01/20	119	DOUG DELEO WELDING	OPERATING SUPPLIES	58.07
	552 - WATER	05/01/20	119	DOUG DELEO WELDING	OPERATING SUPPLIES	34.54
	552 - WATER	05/01/20	119	DOUG DELEO WELDING	OPERATING SUPPLIES	108.43
16845						18,653.42
	552 - WATER	05/01/20	6113	EAST KAWEAH GSA	CFF GOVERNANCE FY 2	8,000.00
	552 - WATER	05/01/20	6113	EAST KAWEAH GSA	CFF PLAN FY2020	10,653.42
16846						5,237.73
	552 - WATER	05/01/20	3461	FERGUSON ENTERPRISE	100 CNCRT WTR LID	3,190.48
	552 - WATER	05/01/20	3461	FERGUSON ENTERPRISE	100 CNCRT WTR LID	2,047.25
16847						1,165.63
	101 - GENERAL FUND	05/01/20	6010	FRONTIER COMMUNICAT	209-042-9309	1.99
	101 - GENERAL FUND	05/01/20	6010	FRONTIER COMMUNICAT	209-042-9309	28.65
	101 - GENERAL FUND	05/01/20	6010	FRONTIER COMMUNICAT	209-151-2650	28.65
	101 - GENERAL FUND	05/01/20	6010	FRONTIER COMMUNICAT	209-151-2652	45.83
	101 - GENERAL FUND	05/01/20	6010	FRONTIER COMMUNICAT	209-151-2656	45.83
	101 - GENERAL FUND	05/01/20	6010	FRONTIER COMMUNICAT	209-151-2662	60.60
	101 - GENERAL FUND	05/01/20	6010	FRONTIER COMMUNICAT	209-151-2662	131.06
	101 - GENERAL FUND	05/01/20	6010	FRONTIER COMMUNICAT	209-151-2662	83.41
	101 - GENERAL FUND	05/01/20	6010	FRONTIER COMMUNICAT	209-151-2662	28.65
	552 - WATER	05/01/20	6010	FRONTIER COMMUNICAT	562-1552	91.67
	552 - WATER	05/01/20	6010	FRONTIER COMMUNICAT	209-150-2936	129.73
	553 - SEWER	05/01/20	6010	FRONTIER COMMUNICAT	209-150-3621	115.05
	553 - SEWER	05/01/20	6010	FRONTIER COMMUNICAT	209-151-2650	28.65
	553 - SEWER	05/01/20	6010	FRONTIER COMMUNICAT	209-151-2650	45.82
	553 - SEWER	05/01/20	6010	FRONTIER COMMUNICAT	209-151-2655	45.82
	553 - SEWER	05/01/20	6010	FRONTIER COMMUNICAT	209-151-2655	254.22
16848						347.23
	305 - COVID-19 EMERGENCY FUND	05/01/20	1925	FRUIT GROWERS SUPPL	GOGGLES-GUARD VENTE	9.64
	305 - COVID-19 EMERGENCY FUND	05/01/20	1925	FRUIT GROWERS SUPPL	GOGGLES-GUARD VENTE	337.59

16849						2,583.14
	101 - GENERAL FUND	05/01/20	148	GOMEZ AUTO & SMOG	06TOYO-BRAKES,ROTOR	680.65
	101 - GENERAL FUND	05/01/20	148	GOMEZ AUTO & SMOG	06TOYO-BRAKES,ROTOR	559.34
	101 - GENERAL FUND	05/01/20	148	GOMEZ AUTO & SMOG	06TOYO-BRAKES,ROTOR	784.13
	101 - GENERAL FUND	05/01/20	148	GOMEZ AUTO & SMOG	06TOYO-BRAKES,ROTOR	64.17
	101 - GENERAL FUND	05/01/20	148	GOMEZ AUTO & SMOG	06TOYO-BRAKES,ROTOR	64.17
	101 - GENERAL FUND	05/01/20	148	GOMEZ AUTO & SMOG	06TOYO-BRAKES,ROTOR	174.18
	101 - GENERAL FUND	05/01/20	148	GOMEZ AUTO & SMOG	06TOYO-BRAKES,ROTOR	64.17
	101 - GENERAL FUND	05/01/20	148	GOMEZ AUTO & SMOG	LIC1322840 OIL CHAN	64.08
	101 - GENERAL FUND	05/01/20	148	GOMEZ AUTO & SMOG	LIC1322840 OIL CHAN	64.08
	101 - GENERAL FUND	05/01/20	148	GOMEZ AUTO & SMOG	LIC1322840 OIL CHAN	64.17
16850						700.00
	101 - GENERAL FUND	05/01/20	5279	GREG MCQUEEN	BRUCE FOX BACKGROUN	700.00
16851						8,399.75
	101 - GENERAL FUND	05/01/20	5647	GRISWOLD,LASSALLE,C	CITY CLERK	52.50
	101 - GENERAL FUND	05/01/20	5647	GRISWOLD,LASSALLE,C	CITY COUNCIL	1,336.95
	101 - GENERAL FUND	05/01/20	5647	GRISWOLD,LASSALLE,C	CITY COUNCIL	5,325.65
	101 - GENERAL FUND	05/01/20	5647	GRISWOLD,LASSALLE,C	CITY MANAGER	522.50
	101 - GENERAL FUND	05/01/20	5647	GRISWOLD,LASSALLE,C	CITY MANAGER	92.40
	101 - GENERAL FUND	05/01/20	5647	GRISWOLD,LASSALLE,C	CITY MANAGER	334.40
	101 - GENERAL FUND	05/01/20	5647	GRISWOLD,LASSALLE,C	CITY MANAGER	95.95
	101 - GENERAL FUND	05/01/20	5647	GRISWOLD,LASSALLE,C	CITY MANAGER	295.45
	101 - GENERAL FUND	05/01/20	5647	GRISWOLD,LASSALLE,C	LABOR RELATIONS	119.55
	101 - GENERAL FUND	05/01/20	5647	GRISWOLD,LASSALLE,C	MID VALLEY CPI ADJ	224.40
16852						3,995.00
	101 - GENERAL FUND	05/01/20	5918	HAWK ANALYTICS INC.	7/1/20-6/30/21 SUBS	3,995.00
16853						1,340.00
	702 - CHFA-HELP LHBP	05/01/20	6538	HAYES GARAGE DOORS	GARAGE DOOR 430CENT	1,340.00
16854						468.31
	101 - GENERAL FUND	05/01/20	1391	HOME DEPOT	LIGHTS	54.41
	101 - GENERAL FUND	05/01/20	1391	HOME DEPOT	MERCADO-LIGHTS	88.36
	101 - GENERAL FUND	05/01/20	1391	HOME DEPOT	LIGHTS	399.17
	101 - GENERAL FUND	05/01/20	1391	HOME DEPOT	LIGHTS	(73.63)
16855						907.54
	101 - GENERAL FUND	05/01/20	221	HOUSE OF GLASS	WIRE GLASS	31.54
	305 - COVID-19 EMERGENCY FUND	05/01/20	221	HOUSE OF GLASS	SNEEZE GUARD -GLASS	876.00
16856						3,000.00
	261 - GAS TAX FUND	05/01/20	5541	JACK DAVENPORT SWEE	MARCH SWEEPING SERV	3,000.00
16857						400.00
	101 - GENERAL FUND	05/01/20	6346	JEFF PFEIFFER	SQUIRREL TREATMENT	400.00
16858						425.00
	552 - WATER	05/01/20	197	JORGENSEN COMPANY I	SCBA ANNUAL FLOW TE	425.00
16859						3,258.17
	400 - WELLNESS CENTER	05/01/20	3560	KNORR SYSTEMS, INC	MAINT/REPAIR	3,258.17
16860						69.56
	101 - GENERAL FUND	05/01/20	4956	LAWRENCE TRACTOR CO	MOWER BLADE	69.56
16861						493.53
	400 - WELLNESS CENTER	05/01/20	5788	LINCOLN AQUATICS	DEPOSIT CREDIT	(216.00)
	400 - WELLNESS CENTER	05/01/20	5788	LINCOLN AQUATICS	DEPOSIT RETURN	(144.00)
	400 - WELLNESS CENTER	05/01/20	5788	LINCOLN AQUATICS	DEPOSIT CREDIT	(240.00)
	400 - WELLNESS CENTER	05/01/20	5788	LINCOLN AQUATICS	DEPOSIT CREDIT	322.46
	400 - WELLNESS CENTER	05/01/20	5788	LINCOLN AQUATICS	DEPOSIT CREDIT	265.82
	400 - WELLNESS CENTER	05/01/20	5788	LINCOLN AQUATICS	DEPOSIT CREDIT	505.25
16862						2,278.02
	101 - GENERAL FUND	05/01/20	4067	LINCOLN NAT'L INSUR	DENTAL INSU-MAY 202	2,278.02
16863						4,112.95
	101 - GENERAL FUND	05/01/20	1442	LLOYD ANDERSON ELEC	PUMP-HARVARD PARK	651.30
	552 - WATER	05/01/20	1442	LLOYD ANDERSON ELEC	MTNCE SERVICE	2,479.88
	553 - SEWER	05/01/20	1442	LLOYD ANDERSON ELEC	WWT REPAIR	674.07
	887 - SWEETBRIER TOWNHOUSES	05/01/20	1442	LLOYD ANDERSON ELEC	SWEETBRIER GATE REP	307.70

16864						366.77
	101 - GENERAL FUND	05/01/20	2933	MALLORY CO.	EQUIP	366.77
16865						118.94
	101 - GENERAL FUND	05/01/20	234	MARTIN'S TIRE & AUT	1 TIRE JOHNDEER MOW	38.94
	101 - GENERAL FUND	05/01/20	234	MARTIN'S TIRE & AUT	1 TIRE JOHNDEER MOW	80.00
16866						75,493.74
	554 - REFUSE	05/01/20	5852	MID VALLEY DISPOSAL	FEB REFUSE CONTRAC	75,493.74
16867						2,721.00
	552 - WATER	05/01/20	5911	MISSION COMMUNICATI	ANNUAL SERVICE WELL	1,360.50
	553 - SEWER	05/01/20	5911	MISSION COMMUNICATI	ANNUAL SERVICE	1,360.50
16868						1,391.84
	101 - GENERAL FUND	05/01/20	6162	MUNISERVICES	STARS 3RD QTR 2019	500.00
	101 - GENERAL FUND	05/01/20	6162	MUNISERVICES	STARS 3RD QTR 2019	356.86
	101 - GENERAL FUND	05/01/20	6162	MUNISERVICES	STARS 3RD QTR 2019	534.98
16869						416.85
	101 - GENERAL FUND	05/01/20	5625	NGLIC-SUPERIOR VISI	VISION PLAN-MAY 202	416.85
16870						9,096.62
	552 - WATER	05/01/20	1991	NTU TECHNOLOGIES, I	WTP MATERIAL	9,096.62
16871						13.95
	101 - GENERAL FUND	05/01/20	1565	OACYS.COM INC	E-MAIL ACCOUNT	13.95
16872						1,765.95
	552 - WATER	05/01/20	6498	PACWEST DIRECT	3,075 DBP NOTICE	1,452.32
	552 - WATER	05/01/20	6498	PACWEST DIRECT	DELINQ BILL PRINT 4	104.54
	553 - SEWER	05/01/20	6498	PACWEST DIRECT	DELINQ BILL PRINT 4	104.54
	554 - REFUSE	05/01/20	6498	PACWEST DIRECT	DELINQ BILL PRINT 4	104.55
16873						6,825.82
	101 - GENERAL FUND	05/01/20	399	QUAD KNOFF,INC.	ENGINEERING2/23-3/1	1,086.84
	101 - GENERAL FUND	05/01/20	399	QUAD KNOFF,INC.	ENGINEERING 2/23-3/2	231.00
	101 - GENERAL FUND	05/01/20	399	QUAD KNOFF,INC.	PLANNING 2/23-3/21/	5,507.98
16874						1,985.63
	101 - GENERAL FUND	05/01/20	285	QUILL CORPORATION	OFFICE SUPPLIES	180.49
	101 - GENERAL FUND	05/01/20	285	QUILL CORPORATION	OFFICE SUPPLIES	20.23
	101 - GENERAL FUND	05/01/20	285	QUILL CORPORATION	OFFICE SUPPLIES	351.24
	101 - GENERAL FUND	05/01/20	285	QUILL CORPORATION	OFFICE SUPPLIES	47.05
	101 - GENERAL FUND	05/01/20	285	QUILL CORPORATION	OFFICE SUPPLIES	645.95
	101 - GENERAL FUND	05/01/20	285	QUILL CORPORATION	OFFICE SUPPLIES	14.45
	101 - GENERAL FUND	05/01/20	285	QUILL CORPORATION	OFFICE SUPPLIES	30.44
	101 - GENERAL FUND	05/01/20	285	QUILL CORPORATION	OFFICE SUPPLIES	9.78
	305 - COVID-19 EMERGENCY FUND	05/01/20	285	QUILL CORPORATION	FEMA SIGNS	221.83
	305 - COVID-19 EMERGENCY FUND	05/01/20	285	QUILL CORPORATION	MULTIPURPOSE CLEANE	57.63
	305 - COVID-19 EMERGENCY FUND	05/01/20	285	QUILL CORPORATION	PRINTING SIGNS FEMA	392.56
	305 - COVID-19 EMERGENCY FUND	05/01/20	285	QUILL CORPORATION	PRINTING SIGNS FEMA	13.98
16875						3,203.50
	101 - GENERAL FUND	05/01/20	3622	RLH FIRE PROTECTION	LIBRARY-ALARM	785.00
	101 - GENERAL FUND	05/01/20	3622	RLH FIRE PROTECTION	LIBRARY-FIRE ALERM	560.00
	101 - GENERAL FUND	05/01/20	3622	RLH FIRE PROTECTION	LIBRARY-ALARM	1,858.50
16876						72.28
	779 - 00-HOME-0487	05/01/20	2892	MOHSIN SAID	REFUND SURPLUS IMP	72.28
16877						103.10
	305 - COVID-19 EMERGENCY FUND	05/01/20	4827	SA-SO	FACE SHIELD	103.10
16878						31.66
	101 - GENERAL FUND	05/01/20	298	SAVE MART SUPERMARK	WATER FOR COUNCIL	31.66
16879						2,890.10
	305 - COVID-19 EMERGENCY FUND	05/01/20	3313	SERVICEMASTER BY BE	EMERGENCY DISINFECT	2,890.10
16880						150.36
	101 - GENERAL FUND	05/01/20	5314	SHRED-IT USA LLC	SERVICE 3/9/2020	150.36
16881						355.56
	101 - GENERAL FUND	05/01/20	5624	SIERRA SANITATION,	3/24/20-4/21/20 REN	173.88
	101 - GENERAL FUND	05/01/20	5624	SIERRA SANITATION,	4/21/20-5/19/20 REN	173.88
	101 - GENERAL FUND	05/01/20	5624	SIERRA SANITATION,	FC	3.00
	101 - GENERAL FUND	05/01/20	5624	SIERRA SANITATION,	FC	4.80
16882						180.27
	101 - GENERAL FUND	05/01/20	4488	SIRCHIE FINGER PRIN	SPECIAL DEPT SUPPLI	180.27
16883						135.00
	556 - VITA-PAKT	05/01/20	3060	SOULTS PUMP & EQUIP	SERVICE CALL-PUMP	135.00

16884					27,844.03	
	101 - GENERAL FUND	05/01/20	310	SOUTHERN CA. EDISON	2-00-424-8134	10.06
	101 - GENERAL FUND	05/01/20	310	SOUTHERN CA. EDISON	2-00-424-8134	1,059.39
	101 - GENERAL FUND	05/01/20	310	SOUTHERN CA. EDISON	2-00-424-8134	41.31
	101 - GENERAL FUND	05/01/20	310	SOUTHERN CA. EDISON	2-00-424-8134	575.39
	101 - GENERAL FUND	05/01/20	310	SOUTHERN CA. EDISON	2-00-424-8134	782.31
	101 - GENERAL FUND	05/01/20	310	SOUTHERN CA. EDISON	3-033-5943-68	10.73
	101 - GENERAL FUND	05/01/20	310	SOUTHERN CA. EDISON	3-033-5943-68	176.91
	261 - GAS TAX FUND	05/01/20	310	SOUTHERN CA. EDISON	2-00-424-8134	6,601.84
	261 - GAS TAX FUND	05/01/20	310	SOUTHERN CA. EDISON	2-00-424-8134	85.38
	261 - GAS TAX FUND	05/01/20	310	SOUTHERN CA. EDISON	2-00-424-8134	34.37
	261 - GAS TAX FUND	05/01/20	310	SOUTHERN CA. EDISON	2-00-424-8134	44.12
	261 - GAS TAX FUND	05/01/20	310	SOUTHERN CA. EDISON	2-00-424-8134	31.91
	261 - GAS TAX FUND	05/01/20	310	SOUTHERN CA. EDISON	2-00-424-8134	44.68
	261 - GAS TAX FUND	05/01/20	310	SOUTHERN CA. EDISON	2-00-424-8134	26.10
	261 - GAS TAX FUND	05/01/20	310	SOUTHERN CA. EDISON	2-00-424-8134	15.89
	261 - GAS TAX FUND	05/01/20	310	SOUTHERN CA. EDISON	2-00-424-8134	58.95
	400 - WELLNESS CENTER	05/01/20	310	SOUTHERN CA. EDISON	3-031-5675-04	3,046.53
	400 - WELLNESS CENTER	05/01/20	310	SOUTHERN CA. EDISON	3-031-5675-04	3,164.88
	552 - WATER	05/01/20	310	SOUTHERN CA. EDISON	2-00-424-8134	7,028.27
	552 - WATER	05/01/20	310	SOUTHERN CA. EDISON	2-00-424-8134	238.03
	553 - SEWER	05/01/20	310	SOUTHERN CA. EDISON	3-001-1837-87	4,089.98
	556 - VITA-PAKT	05/01/20	310	SOUTHERN CA. EDISON	2-00-424-8134	280.80
	883 - SIERRA VIEW ASSESSMENT	05/01/20	310	SOUTHERN CA. EDISON	2-00-424-8134	134.11
	884 - HERITAGE ASSESSMENT DIST	05/01/20	310	SOUTHERN CA. EDISON	2-00-424-8134	10.06
	886 - SAMOA	05/01/20	310	SOUTHERN CA. EDISON	2-00-424-8134	23.07
	887 - SWEETBRIER TOWNHOUSES	05/01/20	310	SOUTHERN CA. EDISON	2-00-424-8134	53.40
	888 - PARKSIDE	05/01/20	310	SOUTHERN CA. EDISON	2-00-424-8134	10.06
	889 - SIERRA VISTA ASSESSMENT	05/01/20	310	SOUTHERN CA. EDISON	2-00-424-8134	56.69
	890 - MAPLE VALLEY ASSESSMENT	05/01/20	310	SOUTHERN CA. EDISON	2-00-424-8134	76.28
	890 - MAPLE VALLEY ASSESSMENT	05/01/20	310	SOUTHERN CA. EDISON	2-00-424-8134	21.80
	891 - PELOUS RANCH	05/01/20	310	SOUTHERN CA. EDISON	2-35-921-6264	10.73
16885					110.51	
	101 - GENERAL FUND	05/01/20	6500	SPECTRUM BUSINESS	8203120080118908	110.51
16886					3,538.86	
	101 - GENERAL FUND	05/01/20	6146	SUPERION, LLC	5/1/20-5/31/20	884.76
	552 - WATER	05/01/20	6146	SUPERION, LLC	5/1/20-5/31/20	884.70
	553 - SEWER	05/01/20	6146	SUPERION, LLC	5/1/20-5/31/20	884.70
	554 - REFUSE	05/01/20	6146	SUPERION, LLC	5/1/20-5/31/20	884.70
16887					4,894.94	
	101 - GENERAL FUND	05/01/20	5755	TELEPACIFIC COMMUNI	4/9/20-5/8/20 1	611.86
	101 - GENERAL FUND	05/01/20	5755	TELEPACIFIC COMMUNI	4/9/20-5/8/20 2	611.86
	101 - GENERAL FUND	05/01/20	5755	TELEPACIFIC COMMUNI	4/9/20-5/8/20 3	611.86
	101 - GENERAL FUND	05/01/20	5755	TELEPACIFIC COMMUNI	4/9/20-5/8/20 3	611.86
	400 - WELLNESS CENTER	05/01/20	5755	TELEPACIFIC COMMUNI	4/9/20-5/8/20	611.92
	552 - WATER	05/01/20	5755	TELEPACIFIC COMMUNI	4/9/20-5/8/20	611.86
	553 - SEWER	05/01/20	5755	TELEPACIFIC COMMUNI	4/9/20-5/8/20	611.86
	554 - REFUSE	05/01/20	5755	TELEPACIFIC COMMUNI	4/9/20-5/8/20	611.86
16888					3,068.43	
	101 - GENERAL FUND	05/01/20	144	THE GAS COMPANY	031-415-9000	137.17
	101 - GENERAL FUND	05/01/20	144	THE GAS COMPANY	033-515-9120-5	30.95
	101 - GENERAL FUND	05/01/20	144	THE GAS COMPANY	115-454-6222-5	30.96
	101 - GENERAL FUND	05/01/20	144	THE GAS COMPANY	163-715-6900	302.95
	101 - GENERAL FUND	05/01/20	144	THE GAS COMPANY	163-715-8900	197.02
	101 - GENERAL FUND	05/01/20	144	THE GAS COMPANY	4 ACCOUNTS FC	40.79
	400 - WELLNESS CENTER	05/01/20	144	THE GAS COMPANY	098-628-2905	2,328.59

16889						50.00
	101 - GENERAL FUND	05/01/20	6378	TIENKEN REALTY	CREDIT REPORT-FOX	50.00
16890						1,165.00
	101 - GENERAL FUND	05/01/20	6123	TOW PRO	2011 TOYO-TOW	1,165.00
16891						35.00
	101 - GENERAL FUND	05/01/20	6413	TRANS UNION LLC	2/25 BASIC SERVICE	35.00
16892						17,213.25
	101 - GENERAL FUND	05/01/20	3511	TULARE COUNTY SHERI	DISPATCH SERVICE	17,213.25
16893						1,297.16
	101 - GENERAL FUND	05/01/20	4849	U.S. BANK EQUIPMENT	CANON LEASE 5/15	324.29
	101 - GENERAL FUND	05/01/20	4849	U.S. BANK EQUIPMENT	CANON LEASE 5/15	324.29
	101 - GENERAL FUND	05/01/20	4849	U.S. BANK EQUIPMENT	CANON LEASE 5/15	324.29
	101 - GENERAL FUND	05/01/20	4849	U.S. BANK EQUIPMENT	CANON LEASE 5/15	324.29
16894						2,336.51
	101 - GENERAL FUND	05/01/20	5747	UNITED STAFFING	MICK 3/16-3/22	257.46
	101 - GENERAL FUND	05/01/20	5747	UNITED STAFFING	MICK 3/16-3/22	257.46
	101 - GENERAL FUND	05/01/20	5747	UNITED STAFFING	MICK 3/16-3/22	257.48
	101 - GENERAL FUND	05/01/20	5747	UNITED STAFFING	NICK 3/23/20-3/29 2	257.46
	101 - GENERAL FUND	05/01/20	5747	UNITED STAFFING	NICK 3/23/20-3/29 2	257.46
	101 - GENERAL FUND	05/01/20	5747	UNITED STAFFING	NICK 3/23/20-3/29	257.48
	101 - GENERAL FUND	05/01/20	5747	UNITED STAFFING	NICK 3/23/20-3/29	263.90
	101 - GENERAL FUND	05/01/20	5747	UNITED STAFFING	NICK 3/30/20-4/5/20	263.90
	101 - GENERAL FUND	05/01/20	5747	UNITED STAFFING	NICK 3/30/20-4/5/20	263.91
16895						8,505.57
	552 - WATER	05/01/20	2960	UNITED STATES BUREA		8,505.57
16896						94.72
	101 - GENERAL FUND	05/01/20	1041	VERIZON WIRELESS	642065758-00001	15.70
	101 - GENERAL FUND	05/01/20	1041	VERIZON WIRELESS	642065758-00001	0.53
	101 - GENERAL FUND	05/01/20	1041	VERIZON WIRELESS	642065758-00001	15.69
	101 - GENERAL FUND	05/01/20	1041	VERIZON WIRELESS	642065758-00001	15.70
	552 - WATER	05/01/20	1041	VERIZON WIRELESS	642065758-00001	15.70
	553 - SEWER	05/01/20	1041	VERIZON WIRELESS	642065758-00001	15.70
	554 - REFUSE	05/01/20	1041	VERIZON WIRELESS	642065758-00001	15.70
SRV042						22,158.98
	101 - GENERAL FUND	04/28/20	457	PUBLIC EMPLOYEES RE	CTPD 26330 0322-040	1,271.91
	101 - GENERAL FUND	04/28/20	457	PUBLIC EMPLOYEES RE	CTPD 25355 0322-040	732.33
	101 - GENERAL FUND	04/28/20	457	PUBLIC EMPLOYEES RE	CTPD 434 0322-040	3,535.86
	101 - GENERAL FUND	04/28/20	457	PUBLIC EMPLOYEES RE	CTPD 25355 0322-040	795.42
	101 - GENERAL FUND	04/28/20	457	PUBLIC EMPLOYEES RE	CTPD 25355 0322-040	8,046.78
	101 - GENERAL FUND	04/28/20	457	PUBLIC EMPLOYEES RE	CTPD 25355 0322-040	1,316.19
	101 - GENERAL FUND	04/28/20	457	PUBLIC EMPLOYEES RE	CTPD 25355 0322-040	2,397.10
	101 - GENERAL FUND	04/28/20	457	PUBLIC EMPLOYEES RE	CTPD 25355 0322-040	4,063.39
SRV042						22,225.20
	101 - GENERAL FUND	04/28/20	457	PUBLIC EMPLOYEES RE	CTPD 25355 0322-040	1,281.56
	101 - GENERAL FUND	04/28/20	457	PUBLIC EMPLOYEES RE	CTPD 25355 0322-040	812.23
	101 - GENERAL FUND	04/28/20	457	PUBLIC EMPLOYEES RE	CTPD 25355 0322-040	3,506.07
	101 - GENERAL FUND	04/28/20	457	PUBLIC EMPLOYEES RE	CTPD 25355 0405-041	882.21
	101 - GENERAL FUND	04/28/20	457	PUBLIC EMPLOYEES RE	MBPD 25355 0405-041	7,980.37
	101 - GENERAL FUND	04/28/20	457	PUBLIC EMPLOYEES RE	MBPD 25355 0405-041	1,326.18
	101 - GENERAL FUND	04/28/20	457	PUBLIC EMPLOYEES RE	MBPD 25355 0405-041	4,048.51
	101 - GENERAL FUND	04/28/20	457	PUBLIC EMPLOYEES RE	MBPD 25355 0405-041	2,388.07
UB0331						45,996.25
	101 - GENERAL FUND	04/28/20	457	PUBLIC EMPLOYEES RE	MAR-20 UL	1,175.06
	101 - GENERAL FUND	04/28/20	457	PUBLIC EMPLOYEES RE	MAR-20 UL	1,406.00
	101 - GENERAL FUND	04/28/20	457	PUBLIC EMPLOYEES RE	MAR-20 UL	19,602.14
	101 - GENERAL FUND	04/28/20	457	PUBLIC EMPLOYEES RE	MAR-20 UL	3,178.00
	101 - GENERAL FUND	04/28/20	457	PUBLIC EMPLOYEES RE	MAR-20 UL	418.45
	101 - GENERAL FUND	04/28/20	457	PUBLIC EMPLOYEES RE	MAR-20 UL	6,587.00
	101 - GENERAL FUND	04/28/20	457	PUBLIC EMPLOYEES RE	MAR-20 UL	988.00
	261 - GAS TAX FUND	04/28/20	457	PUBLIC EMPLOYEES RE	MAR-20 UL	1,010.69
	263 - TRANSPORTATION	04/28/20	457	PUBLIC EMPLOYEES RE	MAR-20 UL	321.11
	400 - WELLNESS CENTER	04/28/20	457	PUBLIC EMPLOYEES RE	MAR-20 UL	2,471.81
	552 - WATER	04/28/20	457	PUBLIC EMPLOYEES RE	MAR-20 UL	5,758.38
	553 - SEWER	04/28/20	457	PUBLIC EMPLOYEES RE	MAR-20 UL	1,115.44
	554 - REFUSE	04/28/20	457	PUBLIC EMPLOYEES RE	MAR-20 UL	1,573.68
	660 - RDA OBLIGATION RETIREMENT	04/28/20	457	PUBLIC EMPLOYEES RE	MAR-20 UL	390.49



Monthly Treasurer's Report
April 30, 2020
Cash Balances Classified by Depository

CASH RESOURCES

LOCATION	GL ACCOUNT #	TYPE		BALANCE
Cash Register Funds (City Hall & Wellness)	100-102	RES	BEGINNING CASH	\$800
Bank of the Sierra- Depository Account	100-114	GEN	ALL FUNDS	\$1,701,889
Bank of the Sierra - AP/Operating	100-100	GEN	ALL FUNDS	\$124,543
Bank of the Sierra - Payroll	100-106	GEN	ALL FUNDS	\$1,046,793
Bank of the Sierra - Wellness Center	100-500	GEN	ALL FUNDS	\$19,839
Bank of the Sierra - Impound Account	100-120	RES	TRUST ACCT	\$10,490
Bank of the Sierra - HOME & CALHOME	100-119	RES	HCD CASH	\$360,511
Bank of the Sierra - CDBG	100-118	RES	HCD CASH	\$287,419
LAIF Savings: City & Successor Agency	100-103	INV-RES		\$3,781,402
TOTAL				\$7,333,687

CASH EXPENDED

ACCOUNTS PAYABLE & PAYROLL	AMOUNT
Accounts Payable	\$408,782
Payroll (April 10 Payday)	\$205,956
Payroll (April 24 Payday)	\$218,485
TOTAL	\$ 833,222

DEBT SERVICE	FUND	AMOUNT
TOTAL	\$	-

INVESTMENTS

INVESTMENT POLICY COMPLIANCE

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

INVESTED FUNDS	\$3,781,402
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Respectfully submitted,

Juana Espinoza

Finance and Accounting Manager
 City of Lindsay

ABBREVIATIONS

GEN: GENERAL UNRESTRICTED
 RES: RESTRICTED ACTIVITY
 INV: INVESTMENT

STAFF REPORT



TO: LINDSAY CITY COUNCIL
DATE: May 12, 2020
AGENDA #: 4.4
FROM: Michael Camarena, Director of City Services and Planning

Repayment Agreement for Recapture of Restoration Flows

ACTION Approval of Repayment Agreement for Recapture of Restoration Flows

PURPOSE

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

OBJECTIVE(S)

- Live in a safe, clean, comfortable, and healthy environment.
- Increase our keen sense of identity in a connected and involved community.
- Nurture attractive residential neighborhoods and business districts.
- Dedicate resources to retain a friendly, small-town atmosphere.
- Stimulate, attract, and retain local businesses.
- Advance economic diversity.
- Yield a self-reliant city government that provides effective, basic services.

RECOMMENDATION

Staff respectfully recommends Council Approve Repayment Agreement for Recapture of Restoration Flows.

BACKGROUND | ANALYSIS

Friant Water Authority (FWA) has executed conveyance agreements with Patterson Irrigation District and Banta-Carbona Irrigation District for recapture of San Joaquin River Restoration Flows. This Repayment Agreement for Recapture of Restoration Flows allows any Friant Contractor (in our case, USBR long term contract holder as we are not a Friant Contractor) to participate in the distribution of water recaptured by those two districts.

The potential share of Recaptured Restoration Flows will be based on the relative contract quantities of the participating districts. Unless and until the Friant Division water supply allocation exceeds 100% Class 1, which does not seem very likely to occur, all recaptured water will be distributed to Class 1 contractors based on relative Class 1 contract quantities of the participants. Early each month, districts that execute the Repayment Agreement will be informed of the share of the prior month's recapture. Districts will typically have four to five business days to decline their share. If districts do not decline their share, they will be invoiced by FWA for the share of the costs and it will be up to districts to arrange for delivery or transfer of the water from San Luis Reservoir. Monthly invoices will only include costs incurred under the conveyance agreements with PID and BCID (See Exhibit B in the agreement). Costs paid to San Luis Delta Mendota Water Agency (SLDMWA) for their conveyance charges may not be known until the following water year or later.

STAFF REPORT



TO: LINDSAY CITY COUNCIL
DATE: May 12, 2020
AGENDA #: 4.4
FROM: Michael Camarena, Director of City Services and Planning

The highlighted blanks in the agreement will be filled in with the appropriate dates when the Finding of No Significant Impact (FONSI) is signed and when the State Water Resources Control Board (SWRCB) temporary order is signed.

SWRCB staff requested an extension of time to approve the request for a temporary “transfer”, which is the mechanism used to allow the districts to pick up the Restoration Flows in the River prior to completion of the long-term Environmental Impact Study/Report for the yet-to-be-completed Recapture and Recirculation Plan.

There are 34 Friant or USBR contractors that have been allowed to participate in this Recapture Agreement. As of May 1, 2020, 15 of the 34 have agreed to participate. If no other Friant or USBR contractors participate, it is projected that Lindsay may be able to capture approximately 150 AF of water with this approved agreement.

ALTERNATIVES

- Approve Repayment Agreement for Recapture of Restoration Flows Agreement:
- Do not approve and lose opportunity to approximately 150 AF of water:
- Provide other direction to staff.

BENEFIT TO OR IMPACT ON CITY RESOURCES

The 2020-2021 water year has left some agencies with water shortages to manage. The City should be able to benefit from this agreement by utilizing the water within our system or by marketing this water to agencies that need to make up shortages.

ENVIRONMENTAL REVIEW

Not required by CEQA:

- If required by CEQA: Reclamation prepared an Environmental Assessment dated July 2016 that addressed the recapture of Restoration Flows at PID and BCID diversion facilities on the San Joaquin River. The Environmental Assessment resulted in a Finding of No Significant Impact (FONSI) issued on July 29, 2016. The Recirculation Water was covered in the Recirculation of Recaptured Water Year 2013-2017 SJRRP Flows Environmental Assessment (Recirculation EA) which, along with its corresponding Recirculation FONSI, is dated April 2013. Reclamation has determined that at this time none of the conditions underlying the Recirculation EA has changed, and therefore it is relying upon the existing Recirculation EA. In addition, Reclamation will be issuing a new FONSI for recapture for the 2020 Recapture of Restoration Flows at Patterson Irrigation District and Banta-Carbona Irrigation District.
-

STAFF REPORT



TO: LINDSAY CITY COUNCIL
DATE: May 12, 2020
AGENDA #: 4.4
FROM: Michael Camarena, Director of City Services and Planning

POLICY ISSUES

No policy issues
 Policy issues:

PUBLIC OUTREACH

Posted in this agenda
 Additional public outreach:

ATTACHMENTS

- Repayment Agreement for Recapture of Restoration Flows Agreement

**REPAYMENT AGREEMENT FOR RECAPTURE OF RESTORATION FLOWS IN
LOWER SAN JOAQUIN RIVER
(Water Year 2020)**

This REPAYMENT AGREEMENT (“**Agreement**”) is effective as of March 1 2020, and is by and between the FRIANT WATER AUTHORITY (hereinafter “**FWA**”), and, as applicable, ARVIN-EDISON WATER STORAGE DISTRICT, CHOWCHILLA WATER DISTRICT, CITY OF FRESNO, DELANO-EARLIMART IRRIGATION DISTRICT, EXETER IRRIGATION DISTRICT, FRESNO IRRIGATION DISTRICT, GARFIELD WATER DISTRICT, GRAVELLY FORD WATER DISTRICT, HILLS VALLEY WATER DISTRICT, INTERNATIONAL WATER DISTRICT, IVANHOE IRRIGATION DISTRICT, KAWEAH DELTA WATER CONSERVATION DISTRICT, KERN-TULARE WATER DISTRICT, LEWIS CREEK WATER DISTRICT, LINDMORE IRRIGATION DISTRICT, LINDSAY-STRATHMORE IRRIGATION DISTRICT, CITY OF LINDSAY, LOWER TULE RIVER IRRIGATION DISTRICT, MADERA IRRIGATION DISTRICT, CITY OF ORANGE COVE, ORANGE COVE IRRIGATION DISTRICT, PORTERVILLE IRRIGATION DISTRICT, SAUCELITO IRRIGATION DISTRICT, SHAFTER-WASCO IRRIGATION DISTRICT, SOUTHERN SAN JOAQUIN MUNICIPAL UTILITY DISTRICT, STONE CORRAL IRRIGATION DISTRICT, TEAPOT DOME WATER DISTRICT, TERRA BELLA IRRIGATION DISTRICT, TRI-VALLEY WATER DISTRICT AND TULARE IRRIGATION DISTRICT (hereinafter individually “**Reimbursing District**” or collectively “**Reimbursing Districts**”).

RECITALS

A. The September 2006 Stipulation of Settlement (“**Settlement**”) in the case of NRDC, et al. v. KIRK RODGERS, et al., included a goal to reduce or avoid adverse water supply impacts on members of FWA, and others, as a result of the Settlement.

B. FWA and other Friant Division Contractors are parties to the Settlement.

C. The Settlement identifies the need for a plan for recirculation, recapture, reuse, exchange or transfer of water released from Friant Dam into the San Joaquin River.

D. As part of its ongoing activities to comply with the Settlement, the U.S. Bureau of Reclamation (“**Reclamation**”) proposed that FWA, in coordination with other organizations representing the interests of all Friant Division Long Term Contractors that may choose to become Reimbursing Districts, enter into temporary agreements with Patterson Irrigation District (“**PID**”) and Banta-Carbona Irrigation District (“**BCID**”) and hereinafter collectively as “**Conveying Districts**”) for the purpose of recapturing “**Restoration Flows**,” as defined in Section 13(a) of the Settlement, downstream of the Merced River confluence pursuant to the terms of the Settlement and conveying such

Repayment Agreement for Recapture of Restoration Flows
Water Year 2020

water to the Delta-Mendota Canal so that the recaptured water (hereinafter “**Recirculation Water**”) could be made available in the San Luis Reservoir or exchanged consistent with the terms of the State Water Resources Control Board Order dated October 21, 2013 (“**2013 Order**”) related to implementation of the Settlement, as updated by the State Water Resources Control Board Order dated [REDACTED] (“**2020 Order**”) pursuant to Reclamation’s petition for a temporary change to transfer up to 76,069 acre-feet of Restoration Flows.

D. FWA has agreed to execute conveyance agreements with the Conveying Districts on behalf of the Reimbursing Districts, which agreements are attached as Exhibit A (“**Conveyance Agreements**”).

E. Reclamation prepared an Environmental Assessment dated July, 2016 that addressed the recapture of Restoration Flows at PID and BCID diversion facilities on the San Joaquin River. The Environmental Assessment resulted in a Finding of No Significant Impact (“**FONSI**”) issued on July 29, 2016. The Recirculation Water was covered in the Recirculation of Recaptured Water Year 2013-2017 SJRRP Flows Environmental Assessment (“Recirculation EA”) which, along with its corresponding Recirculation FONSI, is dated April 2013. Reclamation has determined that at this time none of the conditions underlying the Recirculation EA has changed, and therefore it is relying upon the existing Recirculation EA. In addition, Reclamation issued a new FONSI for recapture on [REDACTED] for the 2020 Recapture of Restoration Flows at Patterson Irrigation District and Banta-Carbona Irrigation District.

F. In its 2013 Order, the State Water Resources Control Board found that Water Code section 1729 exempts temporary changes involving a transfer of water from the requirements of the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000, et seq.). And in its 2020 Order, the State Water Resources Control determined, in accordance with Water Code section 1727, that the proposed temporary change would not unreasonably affect fish, wildlife, or other instream beneficial uses.

G. Based on Recitals E & F above, no further environmental review is required.

H. The implementation of the Conveyance Agreements will result in costs associated with the use of facilities involved in the recapture, conveyance and exchange of the Recirculation Water, including, but not limited to, conveyance and energy costs payable by FWA to the Conveying Districts and conveyance costs payable to San Luis & Delta-Mendota Water Authority.

I. FWA is willing to help facilitate the implementation of the Conveyance Agreements, as well as other possible conveyance or exchange agreements

Repayment Agreement for Recapture of Restoration Flows
Water Year 2020

subsequently determined to be necessary to recirculate recaptured water and the allocation of Recirculation Water, by agreeing to advance costs incurred in connection therewith (hereinafter “**Costs**”), so long as FWA is entitled, thereafter, to collect the Costs from the districts that receive the Recirculation Water.

J. The Reimbursing Districts have indicated their intent to receive Recirculation Water as the result of the implementation of the Conveyance Agreements.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises hereinafter set forth, the parties agree as follows:

1. **Estimate of Costs.** At the time of the execution of this Agreement, the best estimate of the total Costs to the Reimbursing Districts for the Recirculation Water made available to Friant contractors in San Luis Reservoir or O’Neill Forebay are those Costs identified on the attached Exhibit B. The parties anticipate that there may be changes in the Costs shown on Exhibit B but that the total cost is not likely to increase significantly.

2. **Payment by FWA.** FWA will pay the Recirculation Water Costs to the Conveying Districts in accordance with the terms of the Conveyance Agreements in Exhibit A.

3. **Agreement to Reimburse FWA for Costs.** Each Reimbursing District agrees to pay FWA for its share of the Costs paid by FWA that are attributable to the share of Recirculation Water made available to and accepted by such Reimbursing District. A district will be deemed to have accepted a share of Recirculation Water by either affirmatively accepting or failing to decline shares by the date specified in any notice of available shares provided by FWA. Each Reimbursing District must make payment to FWA within 30 days of the date that Reimbursing District receives from FWA an itemized bill for Costs to facilitate the conveyance of the Recirculation Water received.

4. **Attorney Fees.** Should it be necessary for any party to initiate any legal action arising out of or related to this Agreement, the prevailing party in such proceeding will be entitled to an award of its reasonable attorney fees and court costs.

Repayment Agreement for Recapture of Restoration Flows
Water Year 2020

5. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. Amendments to this Agreement will be effective only if in writing, and then only when signed by the authorized representatives of the respective parties. This Agreement is governed by and will be construed in accordance with the laws of the State of California. The Agreement may be signed in any number of counterparts. Facsimile and electronic signatures will be deemed valid and binding.

[Signatures on the following page.]

Repayment Agreement for Recapture of Restoration Flows
Water Year 2020

IN WITNESS WHEREOF, the undersigned authorized representatives of the parties have executed this Agreement as of the Effective Date.

FRIANT WATER AUTHORITY

ARVIN-EDISON WATER STORAGE DISTRICT

By _____
Douglas DeFlicht, Chief Operating Officer

By _____

CHOWCHILLA WATER DISTRICT

DELANO-EARLIMART IRRIGATION DISTRICT

By _____

By _____

CITY OF FRESNO

EXETER IRRIGATION DISTRICT

By _____

By _____

FRESNO IRRIGATION DISTRICT

GARFIELD WATER DISTRICT

By _____

By _____

GRAVELLY FORD WATER DISTRICT

HILLS VALLEY WATER DISTRICT

By _____

By _____

Repayment Agreement for Recapture of Restoration Flows
Water Year 2020

INTERNATIONAL WATER DISTRICT

By _____

KAWEAH-DELTA WATER
CONSERVATION DISTRICT

By _____

LEWIS CREEK WATER DISTRICT

By _____

LINDSAY-STRATHMORE IRRIGATION
DISTRICT

By _____

LOWER TULE RIVER IRRIGATION
DISTRICT

By _____

IVANHOE IRRIGATION DISTRICT

By _____

KERN-TULARE WATER DISTRICT

By _____

LINDMORE IRRIGATION DISTRICT

By _____

CITY OF LINDSAY

By _____

MADERA IRRIGATION DISTRICT

By _____

Repayment Agreement for Recapture of Restoration Flows
Water Year 2020

ORANGE COVE IRRIGATION DISTRICT

PORTERVILLE IRRIGATION DISTRICT

By _____

By _____

SAUCELITO IRRIGATION DISTRICT

SHAFTER-WASCO IRRIGATION
DISTRICT

By _____

By _____

STONE CORRAL IRRIGATION DISTRICT

SOUTHERN SAN JOAQUIN MUNICIPAL
UTILITY DISTRICT,

By _____

By _____

TEAPOT DOME WATER DISTRICT

TERRA BELLA IRRIGATION DISTRICT

By _____

By _____

TRI-VALLEY WATER DISTRICT

TULARE IRRIGATION DISTRICT

By _____

By _____

Repayment Agreement for Recapture of Restoration Flows
Water Year 2020

EXHIBIT A

Conveyance Agreements

**TEMPORARY AGREEMENT FOR CONVEYANCE OF WATER
(San Joaquin River Restoration Flows – Water Year 2020)**

THIS AGREEMENT FOR CONVEYANCE OF WATER ("**Agreement**") is effective as of March 1, 2020, and is between the Banta-Carbona Irrigation District, a California irrigation district ("**BCID**") and the Friant Water Authority, a California joint powers authority ("**Friant**") with reference to the following facts:

A. This Agreement is entered into concurrently by Friant with that certain "REPAYMENT AGREEMENT FOR RECAPTURE OF RESTORATION FLOWS IN LOWER SAN JOAQUIN RIVER (Water Year 2020) between Friant and certain Friant Division long-term contractors ("**Repayment Agreement**")", the recitals of which are hereby incorporated by reference, including all defined terms.

B. BCID owns facilities capable of diverting water from the San Joaquin River channel and conveying it to the Delta-Mendota Canal (the "**DMC**").

C. Friant anticipates that it will need conveyance services to recover San Joaquin River Restoration Flows ("**SJRRF**") during the 2020 water year from the San Joaquin River to the DMC so that the SJRRF can be physically delivered to Friant via south-of-Delta Central Valley Project facilities including, but not limited to, the DMC, O'Neill Pumping Plant, O'Neill Forebay, San Luis Reservoir and San Luis Canal, as well as State Water Project facilities and other third party conveyance facilities, as necessary to deliver water to the Friant service area.

D. BCID is willing or provide such conveyance of SJRRF from the San Joaquin River channel to the DMC on the terms set forth in this Agreement.

THEREFORE, the parties agree as follows:

1. Recitals. The recitals and facts set forth above are true and correct and are incorporated herein by this reference

2. Term. This Agreement is effective upon the date first written above and will terminate on February 28, 2021 ("**Term**").

3. Conveyance. Subject to the provisions of this Agreement, during the Term, BCID will convey up to 55,000 acre feet of SJRRF for the benefit of Friant or its designees through BCID's facilities and deliver such SJRRF into the DMC ("**Conveyance Goal**"). While the Conveyance Goal will be distributed over the 12 month period of the Term, the amount Conveyed in any one month of the Term will not exceed 5,800 acre-feet. For purposes of this Agreement, "**Convey**," "**Conveyed**," or "**Conveyance**" of SJRRF includes diversion of that water from the San Joaquin River as well as the conveyance and delivery thereof via BCID facilities into the DMC at MP 20.42-L. No SJRRF will be stored in BCID facilities under this Agreement.

4. Construction. Friant acknowledges that BCID may construct improvements to its water conveyance facilities that may require the facilities to be shut down. As a result, the Conveyance Goal may not be met during the Term due to construction. BCID agrees to undertake reasonable efforts to Convey the full Conveyance Goal annually despite such constraints, but will not be in violation of this Agreement if it is unable to do so.

5. Acquisition of SJRRF. Friant is solely responsible for the actions and costs required to permit SJRRF to be Conveyed by BCID pursuant to this Agreement. Friant is also solely responsible for causing SJRRF to arrive at BCID's diversion facilities on the San Joaquin River and for any and all costs and arrangements required in order for that water to thereafter be placed into and Conveyed through the DMC.

6. Priorities. BCID's obligations to use its facilities for the Conveyance of SJRRF under this Agreement will at all times be subordinate in priority to: (1) BCID's use of those facilities, and (2) any disclosed pre-existing written agreements or pre-approved arrangements for water delivery to third parties as noted in Exhibit A. Subject to the foregoing, BCID may utilize its facilities for arrangements with other parties, provided that BCID will not voluntarily engage in any subsequent activities or enter into any other arrangements that would interfere with its ability to perform under this Agreement or that would grant other parties a right to utilize BCID's facilities senior or equal to Friant's rights under this Agreement.

7. Scheduling.

a. BCID and Friant will work cooperatively to schedule the Conveyance of SJRRF by BCID under this Agreement. Friant understands that there may be times when capacity to Convey SJRRF will be unavailable or unknown in advance. The parties acknowledge that it may not be feasible for Friant and its designees to identify or predict specific quantities of SJRRF available at BCID's diversion facilities on the San Joaquin River during periods when Conveyance capacity is available for SJRRF in BCID's facilities. Friant will make reasonable efforts to provide notice to BCID regarding the amount of SJRRF expected to be available at BCID's diversion facilities on the San Joaquin River during available Conveyance periods, but Friant will not be in default under this Agreement to the extent such SJRRF are not so available. Friant will be liable for unused capacity reserved for Conveyance of SJRRF pursuant to Section 12 unless it provides notice at least 20 days in advance of the first day of any month that the previously reserved capacity is no longer needed; provided, however, that should Friant fail to provide the requisite advance notice that it no longer needs the previously specified capacity for a particular month, it will only be obligated to pay for the reserved but unused capacity that is greater than 10% of the amount reserved.

b. At least 60 days before the first day of each month during the Term, Friant will submit, or cause to be submitted, a schedule of SJRRF anticipated to be available at the BCID diversion facilities, and BCID will use reasonable efforts to Convey the maximum amount of available SJRRF, subject to its diversion capacity and applicable priorities described in this Agreement. If Friant does not provide the notice required by this subsection, BCID will not be required to provide any Conveyance under this Agreement in that month, and will be free to utilize its available capacity in that month to provide wheeling services to others. Friant and BCID will work cooperatively each month to reconcile the amount of SJRRF water available for Conveyance, the amount of SJRRF diverted, and the amount of SJRRF discharged into the DMC for the purpose of reporting to United States Bureau of Reclamation ("Reclamation") and the San Luis and Delta-Mendota Water Authority ("SLDMWA").

8. Constraints on Facilities. BCID's obligations under this Agreement are subject and subordinate to the following conditions:

- (a) the terms and conditions of the Approvals (as defined below);
- (b) applicable federal and state laws now in existence or adopted during the Term of this Agreement, and as modified from time to time, affecting BCID's rights or obligations or ability to divert from the San Joaquin River; or
- (c) low flow in the San Joaquin River or other adverse hydrologic conditions that make it impossible or impracticable for BCID to pump SJRRF from the San Joaquin River, which conditions shall be deemed a force majeure governed by Section 10;

9. Regulatory Requirements Beyond a Party's Control. SJRRF to be Conveyed under this Agreement may be reduced due to failure of facilities; intervening acts, including litigation and stream adjudication brought by third parties, or actions of any state or federal agency exercising jurisdiction or

claiming an interest and/or right to reduce and/or modify operations of BCID or other relevant facilities; and any action, legislation, ruling or determination adverse to a party affecting the Agreement and beyond the reasonable control of such party. An affected party will make a good faith effort to oppose such reductions, but the affected party will not be liable for reductions of supply due to such causes.

10. Force Majeure. If by reason of force majeure (defined below) either party is rendered unable wholly or in part to carry out its obligations under this Agreement, then such party will give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, and such party's obligation, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "**Force Majeure**" means, but is not limited to, an event not the fault of, and beyond the reasonable control of, either party which makes it impossible or impracticable for that party to perform obligations imposed on it by this Agreement, by virtue of its effect on physical facilities and their operation or employees essential to such performance. Force Majeure Events include but are not limited to (1) an "act of God" such as an earthquake, flood, earth movement, lightning, fire, storms, washouts, droughts, landslides, or similar catastrophic event, (2) an act of the public enemy, terrorism, sabotage, vandalism, contamination, civil disturbance of similar event, (3) a strike, work stoppage, lockout, civil or industrial disturbance or similar event, (4) delays in construction caused by negligence or breach of contract by a third party or inability to obtain essential materials after diligent and timely efforts, (5) breakage or accidents to machinery, buildings, equipment, pipelines or canals, partial or entire failure of water supply, or (6) an order or regulation issued by a federal or state regulatory agency or a judgment or order entered by a federal or state court.

11. Curtailment of Conveyance. BCID has the right to temporarily discontinue or reduce Conveyances under this Agreement (1) as reasonably required to perform scheduled routine or emergency maintenance, and (2) as needed to perform any system modification. BCID will give Friant reasonable notice in advance of such temporary discontinuance or reduction, except in case of emergency, in which case no notice need be given. Any repairs, maintenance, replacement, or other work that will necessitate taking all or a portion of the Conveyance system out of operation will, to the extent practical, be undertaken between November and February, inclusive. Upon resumption of service after such reduction or curtailment, BCID will attempt to convey the quantity of SJR Restoration Flows that would have been furnished hereunder in the absence of such discontinuance or reduction.

12. Conveyance Fee. As payment for Conveyance of SJRRF under this Agreement, Friant will pay BCID a total fee of One Hundred Thirty-Five Dollars \$135 per acre foot of SJRRF so conveyed, measured by BCID upon turnout at the DMC, payable within thirty (30) days after the last day of the calendar month during which such SJRRF are Conveyed. Such fee includes without limitation all administrative, operations, maintenance, Conveyance, energy and other costs incurred or imposed by BCID for conveying SJRRF under this Agreement. By the tenth (10th) day of each calendar month, BCID will provide Friant with an invoice indicating the amount of SJRRF Conveyed under this Agreement during the immediately preceding calendar month. Except as otherwise provided in this Agreement, should Friant provide notice pursuant to Section 7 that it intends to Convey water under this Agreement in any given month, and such water is available for Conveyance to BCID, Friant will be required to make payment to BCID pursuant to this Agreement to the extent the capacity requested is not used by Friant in that month unless otherwise utilized in that month by BCID to Convey other water.

13. Losses. No losses will be imposed by BCID on SJRRF Conveyed under this Agreement.

14. Approvals. The parties acknowledge that, in order for SJRRF to be acquired by Friant and Conveyed by BCID, certain regulatory approvals and consents (the "**Approvals**") may be required, including without limitation (i) approvals by the California State Water Resources Control Board and (ii) approvals and issuance of a conveyance agreement by the United States Department of the Interior

and/or San Luis and Delta Mendota Water Authority, as appropriate, for Conveyance of SJRRF water in the DMC. The parties will diligently and cooperatively pursue all Approvals and will each dedicate at no charge to the other such staff as is reasonably necessary to obtain them. The out of pocket expenses for obtaining the Approvals will be borne by Friant. Each party will execute such other documents as may be necessary in order to permit the Conveyance of SJRRF under this Agreement. Receipt of all Approvals is a condition precedent to the parties' obligations hereunder other than the parties' obligations hereunder other than the parties' obligations under this Section 14 and Section 16.

15. No Transfer or Assignment. This Agreement may not be assigned in whole or in part by Friant without the prior written consent of the BCID, which may be withheld in BCID's sole and absolute discretion. Notwithstanding the foregoing, Friant may permit other designated agencies to utilize all or any portion of the BCID Conveyance capacity made available to Friant under this Agreement by providing written notice to BCID that it has so designated such other agency(ies). Friant will remain liable for all payments and obligations required of Friant under this Agreement notwithstanding such designation, and all water Conveyed by BCID hereunder for Friant' designees will be deemed Conveyed for Friant hereunder.

16. Environmental Compliance. Compliance with the California Environmental Quality Act ("CEQA") and all other applicable environmental laws with respect to the actions contemplated by this Agreement is a condition precedent to the parties' obligations hereunder other than the parties' obligations under this Section 16 and Section 14. The parties acknowledge and agree that to their best knowledge, compliance with CEQA has been satisfied based on the actions described in the recitals to the Repayment Agreement. Nevertheless, if additional CEQA review and compliance is determined to be required, each party agrees to promptly prepare all appropriate environmental documents, if any are required, for it to undertake the actions contemplated in this Agreement and will dedicate at no charge to the other such staff as is reasonably necessary in connection therewith. The parties will cooperate to diligently complete, or cause the completion of, all environmental review required in order to implement this Agreement, and will use reasonable efforts to reduce any overlap in analyzing, mitigating, or studying environmental impacts associated with the actions proposed in this Agreement. All out of pocket costs of compliance with CEQA and other environmental laws will be borne by Friant. Notwithstanding any other provision of this Agreement, no action will be taken to effect the actions contemplated by this Agreement, and no other action will be taken that irrevocably commits any material resources of any party, until all required environmental review is completed and all parties have independently made all findings required by CEQA and other applicable environmental laws. If, upon completion of such environmental review, a party finds one or more significant, unmitigated environmental impacts resulting from the actions contemplated by this Agreement and cannot make a finding that the benefits of the proposed project outweigh the impact or impacts, or that the impacts can be mitigated to a level below significance, then this Agreement will terminate without further obligation or liability of any party. Neither the execution of this Agreement, nor any steps taken to implement this Agreement, will be taken into account in determining whether mitigating or avoiding any significant impact is feasible. Nothing in this Agreement pre-commits either party to any project approval.

17. Attorneys' Fees. In the event of any action between BCID and Friant seeking enforcement or interpretation of any of the provisions of this Agreement, the prevailing party in such action will be awarded, in addition to damages, its reasonable costs and expenses, including without limitation actual out of pocket costs and attorneys' fees, all as ordered by the court. In the event a third party challenges this Agreement, whether judicially or otherwise, BCID and Friant will assist one another without cost in connection with such challenge by providing information and witnesses as reasonably requested. Any costs of defending any such challenge, including out-of-pocket costs and attorneys' fees, will be borne by Friant except to the extent such challenge results from the gross negligence or willful misconduct of BCID; provided, that BCID will have the exclusive right to choose counsel and control such defense after consulting with Friant with respect to BCID's choice of counsel and defense strategy.

18. Representations and Warranties. BCID and Friant each represent and warrant to the other that (i) it has the authority to enter into this Agreement and to perform as set forth herein without any court approval or consents from third parties except the Approvals, (ii) the execution of this Agreement and performance of its obligations hereunder will not violate any agreement, option, covenant, condition, obligation, court order or undertaking affecting it, nor to the best of its knowledge will it violate any law, ordinance, statute, order or regulation, and (iii) to the best of its knowledge, there is no suit, action or arbitration, or legal, administrative, or other proceeding that affects the ability of such party to perform hereunder.

19. Water Quality. BCID makes no warranty or representations as to the quality or fitness for use of SJRRF Conveyed to Friant; provided, that BCID will not voluntarily or knowingly cause the deposit or discharge of any substance into water being Conveyed for Friant that would preclude the ability to discharge such water into the DMC. Friant will be responsible for all necessary measures at its own expense for the testing, treatment, and other steps required for the intended uses of the SJRRF.

20. Regulatory and Litigation Costs. Friant will defend its own interests, and will defend, indemnify and hold harmless, BCID in any litigation or regulatory action challenging the validity of the SJRRF or Friant's ability to transfer or Convey said water. The parties will each defend their own interests in litigation or regulatory action involving this Agreement, including environmental compliance and use of the BCID Facilities.

21. Indemnification. Each party agrees to protect, defend, indemnify, and hold harmless the other party, its officers, agents, servants, employees, and consultants from and against any and all losses, claims, liens, demands and causes of action of every kind and character on account of personal injuries or death or damages to property and, without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, connected with, or arising directly or indirectly out of the performance or non-performance by the indemnifying party hereunder.

22. Specific Performance. The parties acknowledge that Conveyance of SJRRF is unique and of substantial value Friant, and that the failure of BCID to perform under this Agreement may not be readily compensable in monetary damages. Therefore, in addition to any other remedies available to Friant at law or in equity, in the event of a breach or threatened breach of this Agreement by BCID, Friant will be entitled to specific performance of this Agreement. Further, BCID acknowledges that Friant will make substantial investments in SJRRF in reliance on this Agreement that could be lost if BCID fails to perform hereunder.

23. Measurement. Necessary measurement of water to permit compliance with this Agreement will be taken by BCID by recording measuring devices selected, installed and maintained by BCID and subject to inspection at all times by Friant. BCID will maintain records of the quantities of water measured by such devices and will make such records available to Friant upon request.

24. Notices. All notices under this Agreement will be effective (i) when personally delivered to BCID or Friant, as the case may be, (ii) when sent by electronic mail on a business day between the hours of 8 a.m. and 5 p.m. (with written confirmation of transmission) to BCID or Friant, as the case may be, at the numbers set forth below, or (iii) three business days after deposit in the United States mail, registered or certified, postage fully prepaid and addressed to the respective parties as follows:

To BCID: 3514 West Lehman Road
Tracy, CA 95304-9336
Attention: General Manager
Email: bcid@inreach.com
Telephone No.: (209) 835-4670

To Friant: 854 N. Harvard Avenue,
Lindsay, CA 93247
Attention: Chief Operating Officer
Email: ddeflitch@friantwater.org
Telephone No.: (559) 562-6305

or such other address as the parties may from time to time designate in writing. As a matter of convenience, however, communications between BCID and Friant will, to the extent feasible, be conducted orally by telephone or in person, and/or through the parties' respective counsel, with such communications to be confirmed and made effective in writing as set forth above; provided, no such oral notice or communication will be effective unless so confirmed in writing.

25. Further Action. The parties agree to perform all further acts, and to execute, acknowledge, and deliver any documents that may be reasonably necessary, appropriate or desirable to carry out the purposes of this Agreement. BCID and Friant acknowledge that the actions contemplated by this Agreement will require regular consultation and coordination and the parties will in good faith engage in all such consultation and coordination necessary or appropriate to facilitate the arrangements contemplated by this Agreement.

26. Third Party Beneficiaries. This Agreement does not create, and will not be construed to create, any rights enforceable by any person, partnership, corporation, joint venture, limited liability company or other form of organization or association of any kind that is not a party to this Agreement.

27. Binding Effect. This Agreement is binding upon and enforceable against each of the parties. This Agreement will be governed by and construed in accordance with the laws of the State of California and may be signed in any number of counterparts. Facsimile and electronic signatures will be binding.

28. Interpretation. This Agreement will be interpreted as if it had been jointly drafted by both parties. Therefore, the normal rule of construction that ambiguities are construed against the drafter is hereby waived.

29. Waiver. Any waiver of the provisions of this Agreement by the party entitled to the benefits thereof as to any instance must be in writing and will in no event be deemed a waiver of the same provision with respect to any other instance or a waiver of any other provision of this Agreement.

30. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. All prior agreements with respect to that subject matter, whether verbal, written or implied, are hereby superseded in their entirety by this Agreement and are of no further force or effect. Amendments to this Agreement will be effective only if in writing, and then only when signed by the authorized representatives of the respective parties.

31. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be void or unenforceable, that provision will be deemed automatically reformed to be enforceable to the maximum extent legally permissible, and the balance of this Agreement will be unaffected.

[Signatures on the following page.]

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

BANTA-CARBONA IRRIGATION DISTRICT

By: 
David Weisenberger, General Manager

FRIANT WATER AUTHORITY

By: 
Douglas DeFlicht, Chief Operating Officer

**EXHIBIT A
PRE-EXISTING COMMITMENTS FOR USE OF CONVEYANCE CAPACITY**

1. Water Transfer Agreement Between Banta-Carbona Irrigation District and Meyers Farms Family Trust – 10,000 acre feet
2. Temporary Warren Act Contract – 10,000 acre feet

**TEMPORARY AGREEMENT FOR CONVEYANCE OF WATER
(San Joaquin River Restoration Flows – Water Year 2020)**

THIS AGREEMENT FOR CONVEYANCE OF WATER ("**Agreement**") is effective as of March 1, 2020, and is between the Patterson Irrigation District, a California irrigation district ("**PID**") and the Friant Water Authority, a California joint powers authority ("**Friant**") with reference to the following facts:

A. This Agreement is entered into concurrently by Friant with that certain "REPAYMENT AGREEMENT FOR RECAPTURE OF RESTORATION FLOWS IN LOWER SAN JOAQUIN RIVER (Water Year 2020) between Friant and certain Friant Division long-term contractors ("**Repayment Agreement**")", the recitals of which are hereby incorporated by reference, including all defined terms.

B. PID owns facilities capable of diverting water from the San Joaquin River channel and conveying it to the Delta-Mendota Canal (the "**DMC**").

C. Friant anticipates that it will need conveyance services to recover San Joaquin River Restoration Flows ("**SJRRF**") during the 2020 water year from the San Joaquin River to the DMC so that the SJRRF can be physically delivered to Friant via south-of-Delta Central Valley Project facilities including, but not limited to, the DMC, O'Neill Pumping Plant, O'Neill Forebay, San Luis Reservoir and San Luis Canal, as well as State Water Project facilities and other third party conveyance facilities, as necessary to deliver water to the Friant service area.

D. PID is willing or provide such conveyance of SJRRF from the San Joaquin River channel to the DMC on the terms set forth in this Agreement.

THEREFORE, the parties agree as follows:

1. Recitals. The recitals and facts set forth above are true and correct and are incorporated herein by this reference

2. Term. This Agreement is effective upon the date first written above and will terminate on February 28, 2021 ("**Term**").

3. Conveyance. Subject to the provisions of this Agreement, during the Term, PID will convey up to 29,000 acre feet of SJRRF for the benefit of Friant or its designees through PID's facilities and deliver such SJRRF into the DMC ("**Conveyance Goal**"). While the Conveyance Goal will be distributed over the 12 month period of the Term, the amount Conveyed in any one month of the Term will not exceed 29,000 acre-feet. For purposes of this Agreement, "**Convey**," "**Conveyed**," or "**Conveyance**" of SJRRF includes diversion of that water from the San Joaquin River as well as the conveyance and delivery thereof via PID facilities into the DMC at MP 42.53-L1RW. No SJRRF will be stored in PID facilities under this Agreement.

4. Construction. Friant acknowledges that PID may construct improvements to its water conveyance facilities that may require the facilities to be shut down. As a result, the Conveyance Goal may not be met during the Term due to construction. PID agrees to undertake reasonable efforts to Convey the full Conveyance Goal annually despite such constraints, but will not be in violation of this Agreement if it is unable to do so.

5. Acquisition of SJRRF. Friant is solely responsible for the actions and costs required to permit SJRRF to be Conveyed by PID pursuant to this Agreement. Friant is also solely responsible for causing SJRRF to arrive at PID's diversion facilities on the San Joaquin River and for any and all costs

and arrangements required in order for that water to thereafter be placed into and Conveyed through the DMC.

6. Priorities. PID's obligations to use its facilities for the Conveyance of SJRRF under this Agreement will at all times be subordinate in priority to: (1) PID's use of those facilities, and (2) any disclosed pre-existing written agreements or pre-approved arrangements for water delivery to third parties as noted in Exhibit A. Subject to the foregoing, PID may utilize its facilities for arrangements with other parties, provided that PID will not voluntarily engage in any subsequent activities or enter into any other arrangements that would interfere with its ability to perform under this Agreement or that would grant other parties a right to utilize PID's facilities senior or equal to Friant's rights under this Agreement.

7. Scheduling.

a. PID and Friant will work cooperatively to schedule the Conveyance of SJRRF by PID under this Agreement. Friant understands that there may be times when capacity to Convey SJRRF will be unavailable or unknown in advance. The parties acknowledge that it may not be feasible for Friant and its designees to identify or predict specific quantities of SJRRF available at PID's diversion facilities on the San Joaquin River during periods when Conveyance capacity is available for SJRRF in PID's facilities. Friant will make reasonable efforts to provide notice to PID regarding the amount of SJRRF expected to be available at PID's diversion facilities on the San Joaquin River during available Conveyance periods, but Friant will not be in default under this Agreement to the extent such SJRRF are not so available. Friant will be liable for unused capacity reserved for Conveyance of SJRRF pursuant to Section 12 unless it provides notice at least 20 days in advance of the first day of any month that the previously reserved capacity is no longer needed; provided, however, that should Friant fail to provide the requisite advance notice that it no longer needs the previously specified capacity for a particular month, it will only be obligated to pay for the reserved but unused capacity that is greater than 10% of the amount reserved.

b. At least 60 days before the first day of each month during the Term, Friant will submit, or cause to be submitted, a schedule of SJRRF anticipated to be available at the PID diversion facilities, and PID will use reasonable efforts to Convey the maximum amount of available SJRRF, subject to its diversion capacity and applicable priorities described in this Agreement. If Friant does not provide the notice required by this subsection, PID will not be required to provide any Conveyance under this Agreement in that month, and will be free to utilize its available capacity in that month to provide wheeling services to others. Friant and PID will work cooperatively each month to reconcile the amount of SJRRF water available for Conveyance, the amount of SJRRF diverted, and the amount of SJRRF discharged into the DMC for the purpose of reporting to United States Bureau of Reclamation ("**Reclamation**") and the San Luis and Delta-Mendota Water Authority ("**SLDMWA**").

8. Constraints on Facilities. PID's obligations under this Agreement are subject and subordinate to the following conditions:

- (a) the terms and conditions of the Approvals (as defined below);
- (b) applicable federal and state laws now in existence or adopted during the Term of this Agreement, and as modified from time to time, affecting PID's rights or obligations or ability to divert from the San Joaquin River; or
- (c) low flow in the San Joaquin River or other adverse hydrologic conditions that make it impossible or impracticable for PID to pump SJRRF from the San Joaquin River, which conditions shall be deemed a force majeure governed by Section 10.

9. Regulatory Requirements Beyond a Party's Control. SJRRF to be Conveyed under this Agreement may be reduced due to failure of facilities; intervening acts, including litigation and stream adjudication brought by third parties, or actions of any state or federal agency exercising jurisdiction or claiming an interest and/or right to reduce and/or modify operations of PID or other relevant facilities; and any action, legislation, ruling or determination adverse to a party affecting the Agreement and beyond the reasonable control of such party. An affected party will make a good faith effort to oppose such reductions, but the affected party will not be liable for reductions of supply due to such causes.

10. Force Majeure. If by reason of force majeure (defined below) either party is rendered unable wholly or in part to carry out its obligations under this Agreement, then such party will give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, and such party's obligation, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "**Force Majeure**" means, but is not limited to, an event not the fault of, and beyond the reasonable control of, either party which makes it impossible or impracticable for that party to perform obligations imposed on it by this Agreement, by virtue of its effect on physical facilities and their operation or employees essential to such performance. Force Majeure Events include but are not limited to (1) an "act of God" such as an earthquake, flood, earth movement, lightning, fire, storms, washouts, droughts, landslides, or similar catastrophic event, (2) an act of the public enemy, terrorism, sabotage, vandalism, contamination, civil disturbance of similar event, (3) a strike, work stoppage, lockout, civil or industrial disturbance or similar event, (4) delays in construction caused by negligence or breach of contract by a third party or inability to obtain essential materials after diligent and timely efforts, (5) breakage or accidents to machinery, buildings, equipment, pipelines or canals, partial or entire failure of water supply, or (6) an order or regulation issued by a federal or state regulatory agency or a judgment or order entered by a federal or state court.

11. Curtailment of Conveyance. PID has the right to temporarily discontinue or reduce Conveyances under this Agreement (1) as reasonably required to perform scheduled routine or emergency maintenance, and (2) as needed to perform any system modification. PID will give Friant reasonable notice in advance of such temporary discontinuance or reduction, except in case of emergency, in which case no notice need be given. Any repairs, maintenance, replacement, or other work that will necessitate taking all or a portion of the Conveyance system out of operation will, to the extent practical, be undertaken between November and February, inclusive. Upon resumption of service after such reduction or curtailment, PID will attempt to convey the quantity of SJR Restoration Flows that would have been furnished hereunder in the absence of such discontinuance or reduction.

12. Conveyance Fee. As payment for Conveyance of SJRRF under this Agreement, Friant will pay PID a total fee of One Hundred Thirty-Five Dollars (\$135.00) per acre foot of SJRRF so conveyed, measured by PID upon turnout at the DMC, payable within thirty (30) days after the last day of the calendar month during which such SJRRF are Conveyed. Such fee includes without limitation all administrative, operations, maintenance, Conveyance, energy and other costs incurred or imposed by PID for conveying SJRRF under this Agreement. By the tenth (10th) day of each calendar month, PID will provide Friant with an invoice indicating the amount of SJRRF Conveyed under this Agreement during the immediately preceding calendar month. Except as otherwise provided in this Agreement, should Friant provide notice pursuant to Section 7 that it intends to Convey water under this Agreement in any given month, and such water is available for Conveyance to PID, Friant will be required to make payment to PID pursuant to this Agreement to the extent the capacity requested is not used by Friant in that month unless otherwise utilized in that month by PID to Convey other water.

13. Losses. No losses will be imposed by PID on SJRRF Conveyed under this Agreement.

14. Approvals. The parties acknowledge that, in order for SJRRF to be acquired by Friant and Conveyed by PID, certain regulatory approvals and consents (the “**Approvals**”) may be required, including without limitation (i) approvals by the California State Water Resources Control Board and (ii) approvals and issuance of a conveyance agreement by the United States Department of the Interior and/or San Luis and Delta Mendota Water Authority, as appropriate, for Conveyance of SJRRF water in the DMC. The parties will diligently and cooperatively pursue all Approvals and will each dedicate at no charge to the other such staff as is reasonably necessary to obtain them. The out of pocket expenses for obtaining the Approvals will be borne by Friant. Each party will execute such other documents as may be necessary in order to permit the Conveyance of SJRRF under this Agreement. Receipt of all Approvals is a condition precedent to the parties’ obligations hereunder other than the parties’ obligations hereunder other than the parties’ obligations under this Section 14 and Section 16.

15. No Transfer or Assignment. This Agreement may not be assigned in whole or in part by Friant without the prior written consent of the PID, which may be withheld in PID’s sole and absolute discretion. Notwithstanding the foregoing, Friant may permit other designated agencies to utilize all or any portion of the PID Conveyance capacity made available to Friant under this Agreement by providing written notice to PID that it has so designated such other agency(ies). Friant will remain liable for all payments and obligations required of Friant under this Agreement notwithstanding such designation, and all water Conveyed by PID hereunder for Friant’ designees will be deemed Conveyed for Friant hereunder.

16. Environmental Compliance. Compliance with the California Environmental Quality Act (“**CEQA**”) and all other applicable environmental laws with respect to the actions contemplated by this Agreement is a condition precedent to the parties’ obligations hereunder other than the parties’ obligations under this Section 16 and Section 14. The parties acknowledge and agree that to their best knowledge, compliance with CEQA has been satisfied based on the actions described in the recitals to the Repayment Agreement. Nevertheless, if additional CEQA review and compliance is determined to be required, each party agrees to promptly prepare all appropriate environmental documents, if any are required, for it to undertake the actions contemplated in this Agreement and will dedicate at no charge to the other such staff as is reasonably necessary in connection therewith. The parties will cooperate to diligently complete, or cause the completion of, all environmental review required in order to implement this Agreement, and will use reasonable efforts to reduce any overlap in analyzing, mitigating, or studying environmental impacts associated with the actions proposed in this Agreement. All out of pocket costs of compliance with CEQA and other environmental laws will be borne by Friant. Notwithstanding any other provision of this Agreement, no action will be taken to effect the actions contemplated by this Agreement, and no other action will be taken that irrevocably commits any material resources of any party, until all required environmental review is completed and all parties have independently made all findings required by CEQA and other applicable environmental laws. If, upon completion of such environmental review, a party finds one or more significant, unmitigated environmental impacts resulting from the actions contemplated by this Agreement and cannot make a finding that the benefits of the proposed project outweigh the impact or impacts, or that the impacts can be mitigated to a level below significance, then this Agreement will terminate without further obligation or liability of any party. Neither the execution of this Agreement, nor any steps taken to implement this Agreement, will be taken into account in determining whether mitigating or avoiding any significant impact is feasible. Nothing in this Agreement pre-commits either party to any project approval.

17. Attorneys’ Fees. In the event of any action between PID and Friant seeking enforcement or interpretation of any of the provisions of this Agreement, the prevailing party in such action will be awarded, in addition to damages, its reasonable costs and expenses, including without limitation actual out of pocket costs and attorneys’ fees, all as ordered by the court. In the event a third party challenges this Agreement, whether judicially or otherwise, PID and Friant will assist one another without cost in connection with such challenge by providing information and witnesses as reasonably requested. Any

costs of defending any such challenge, including out-of-pocket costs and attorneys' fees, will be borne by Friant except to the extent such challenge results from the gross negligence or willful misconduct of PID; provided, that PID will have the exclusive right to choose counsel and control such defense after consulting with Friant with respect to PID's choice of counsel and defense strategy.

18. Representations and Warranties. PID and Friant each represent and warrant to the other that (i) it has the authority to enter into this Agreement and to perform as set forth herein without any court approval or consents from third parties except the Approvals, (ii) the execution of this Agreement and performance of its obligations hereunder will not violate any agreement, option, covenant, condition, obligation, court order or undertaking affecting it, nor to the best of its knowledge will it violate any law, ordinance, statute, order or regulation, and (iii) to the best of its knowledge, there is no suit, action or arbitration, or legal, administrative, or other proceeding that affects the ability of such party to perform hereunder.

19. Water Quality. PID makes no warranty or representations as to the quality or fitness for use of SJRRF Conveyed to Friant; provided, that PID will not voluntarily or knowingly cause the deposit or discharge of any substance into water being Conveyed for Friant that would preclude the ability to discharge such water into the DMC. Friant will be responsible for all necessary measures at its own expense for the testing, treatment, and other steps required for the intended uses of the SJRRF.

20. Regulatory and Litigation Costs. Friant will defend its own interests, and will defend, indemnify and hold harmless, PID in any litigation or regulatory action challenging the validity of the SJRRF or Friant's ability to transfer or Convey said water. The parties will each defend their own interests in litigation or regulatory action involving this Agreement, including environmental compliance and use of the PID Facilities.

21. Indemnification. Each party agrees to protect, defend, indemnify, and hold harmless the other party, its officers, agents, servants, employees, and consultants from and against any and all losses, claims, liens, demands and causes of action of every kind and character on account of personal injuries or death or damages to property and, without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, connected with, or arising directly or indirectly out of the performance or non-performance by the indemnifying party hereunder.

22. Specific Performance. The parties acknowledge that Conveyance of SJRRF is unique and of substantial value Friant, and that the failure of PID to perform under this Agreement may not be readily compensable in monetary damages. Therefore, in addition to any other remedies available to Friant at law or in equity, in the event of a breach or threatened breach of this Agreement by PID, Friant will be entitled to specific performance of this Agreement. Further, PID acknowledges that Friant will make substantial investments in SJRRF in reliance on this Agreement that could be lost if PID fails to perform hereunder.

23. Measurement. Necessary measurement of water to permit compliance with this Agreement will be taken by PID by recording measuring devices selected, installed and maintained by PID and subject to inspection at all times by Friant. PID will maintain records of the quantities of water measured by such devices and will make such records available to Friant upon request.

24. Notices. All notices under this Agreement will be effective (i) when personally delivered to PID or Friant, as the case may be, (ii) when sent by electronic mail on a business day between the hours of 8 a.m. and 5 p.m. (with written confirmation of transmission) to PID or Friant, as the case may be, at the numbers set forth below, or (iii) three business days after deposit in the United States mail, registered or certified, postage fully prepaid and addressed to the respective parties as follows:

To PID: Post Office Box 685
Patterson, CA 95363
Attention: General Manager
Email: vlucchesi@pattersonid.org
Telephone No.: (209) 892.6233

To Friant: 854 N. Harvard Avenue.
Lindsay, CA 93247
Attention: Chief Operating Officer
Email: ddeflitch@friantwater.org
Telephone No.: (559) 562-6305

or such other address as the parties may from time to time designate in writing. As a matter of convenience, however, communications between PID and Friant will, to the extent feasible, be conducted orally by telephone or in person, and/or through the parties' respective counsel, with such communications to be confirmed and made effective in writing as set forth above; provided, no such oral notice or communication will be effective unless so confirmed in writing.

25. Further Action. The parties agree to perform all further acts, and to execute, acknowledge, and deliver any documents that may be reasonably necessary, appropriate or desirable to carry out the purposes of this Agreement. PID and Friant acknowledge that the actions contemplated by this Agreement will require regular consultation and coordination and the parties will in good faith engage in all such consultation and coordination necessary or appropriate to facilitate the arrangements contemplated by this Agreement.

26. Third Party Beneficiaries. This Agreement does not create, and will not be construed to create, any rights enforceable by any person, partnership, corporation, joint venture, limited liability company or other form of organization or association of any kind that is not a party to this Agreement.

27. Binding Effect. This Agreement is binding upon and enforceable against each of the parties. This Agreement will be governed by and construed in accordance with the laws of the State of California and may be signed in any number of counterparts. Facsimile and electronic signatures will be binding.

28. Interpretation. This Agreement will be interpreted as if it had been jointly drafted by both parties. Therefore, the normal rule of construction that ambiguities are construed against the drafter is hereby waived.

29. Waiver. Any waiver of the provisions of this Agreement by the party entitled to the benefits thereof as to any instance must be in writing and will in no event be deemed a waiver of the same provision with respect to any other instance or a waiver of any other provision of this Agreement.

30. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. All prior agreements with respect to that subject matter, whether verbal, written or implied, are hereby superseded in their entirety by this Agreement and are of no further force or effect. Amendments to this Agreement will be effective only if in writing, and then only when signed by the authorized representatives of the respective parties.

31. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be void or unenforceable, that provision will be deemed automatically reformed to be enforceable to the maximum extent legally permissible, and the balance of this Agreement will be unaffected.

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

PATTERSON IRRIGATION DISTRICT

By: 

Vincent Lucchesi, General Manager

FRIANT WATER AUTHORITY

By: 

Douglas DeFlicht, Chief Operating Officer

EXHIBIT A
PRE-EXISTING COMMITMENTS FOR USE OF CONVEYANCE CAPACITY

1. Warren Act 19-WC-20-5559 for 6,000 AF of PID's pre-1914 Water Rights water, expiring on 12/31/2024
2. Warren Act 15-WC-20-4787 for 10,000 AF of PID's pre-1914 Water Rights water, expiring on 8/31/2020. To be renewed under a new contract number and extending into 2025.

**Exhibit B:
Estimated 2020 Repayment Agreement Costs**

2019 LSJR Recapture Cost Elements
Cost estimate

	2020	
	w/Intertie*	w/o Intertie
PID/BCID Conveyance Charge (\$/AF)	\$ 135.00 \$/AF	\$ 135.00 \$/AF
SLDMWA Convey (\$/AF)	\$ 16.70 \$/AF	\$ 12.54 \$/AF
Estimated Recapture (=2019)	15,000	15,000
Total Cost into CA Aq (\$/AFxAF)	\$ 2,275,500	\$ 2,213,100
CA Aq Water loss to O'Neill	2%	0%
Quantity at O'Neill	14,700 AF	15,000 AF
CA Aq Conveyance cost to O'Neill	\$ 11.20 \$/AF	\$ - \$/AF
Total cost Intertie to O'Neill	\$ 164,640.00	\$ -
Net Cost at O'Neill	\$ 2,440,140.00	\$ 2,213,100.00
Quantity in O'Neill/SLR	14,700 AF	15,000 AF
Estimated Net Cost per AF	\$ 166.00 \$/AF	\$ 147.54 \$/AF

	2020 (\$/AF)
SLDMWA Rates	
Upper DMC (A)	\$ 4.91
Upper Intertie (Aa)	\$ 4.16
JPP PWR (B)	\$ 10.65 NA
Volta Wells (C)	\$ -
Lower DMC/MP (D)	\$ 4.76
O'Neill Direct (E)	\$ 5.13
O'Neill Storage (F)	\$ 0.25
Reserves (G)	\$ 2.50

DWR 2019 Rates (+2% loss)

R2A
R2B
R3

** \$ 11.20

* Assumes all water uses DMC Intertie and Ca Aqueduct
** Subject to Confirmation

STAFF REPORT



TO: LINDSAY CITY COUNCIL
DATE: May 12, 2020
AGENDA #: 4.5
FROM: Joseph M. Tanner, City Manager

REVIEW OF DECLARATION OF LOCAL EMERGENCY

ACTION Approval of Resolution 20-12

PURPOSE

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

OBJECTIVE(S)

- Live in a safe, clean, comfortable and healthy environment.
- Increase our keen sense of identity in a connected and involved community.
- Nurture attractive residential neighborhoods and business districts.
- Dedicate resources to retain a friendly, small-town atmosphere.
- Stimulate, attract and retain local businesses.
- Advance economic diversity.
- Yield a self-reliant city government that provides effective, basic services.

RECOMMENDATION

Resolution 20-12 Proclamation Declaring a Local Emergency in the City of Lindsay.

BACKGROUND | ANALYSIS

The coronavirus (COVID-19) is a respiratory disease which the Centers for Disease Control and Prevention (CDC) considers to be a very serious public health threat with outcomes ranging from mild to severe sickness and death. On March 4, 2020, Governor Newsom declared a state of emergency in the State of California due to the number of confirmed cases of COVID-19 in the state. On March 12, 2020, Tulare County declared an emergency due to the confirmed case of COVID-19 at Sierra View Medical Center in the city of Porterville. On March 13, 2020, Governor Newsom announced that California public health officials have determined that gatherings of more than 250 people should be postponed or canceled across the State at least until the end of March. On March 19, 2020 the Governor issued a Stay at Home Order.

To date the City has responded to the pandemic by closing or limiting public access to City buildings. The Police, Community Development, City Manager lobbies are closed to the public. The Wellness Center has closed and suspended all recreational and youth activities but did allow a scheduled event to take place because it followed the County's recommended guidelines on capacity. The Finance lobby remains open with the same operating hours but only one customer at time is allowed.

A disaster declaration allows for certain reimbursements from the State to local Cities and County that incur costs for dealing with the emergency. It also gives public officials the right to exercise emergency powers to preserve life, property and public health in response to a disaster. Some of these powers

STAFF REPORT



TO: LINDSAY CITY COUNCIL
DATE: May 12, 2020
AGENDA #: 4.5
FROM: Joseph M. Tanner, City Manager

include: the ability to obtain vital supplies, equipment and other needed items; ordering evacuations and/or controlling access into disaster zones; suspending certain regulations; and requesting Federal and State government assistance for recovery. All City employees serve as registered disaster service workers and can be redeployed by the Emergency Services Director as necessary. The majority of the City's employees are considered essential (namely, administration, Police, public works and finance staff) and are required to continue to provide essential services to the community. At this point the Town has not activated its Emergency Operations Center (EOC) but stands ready to do so should it become necessary.

ALTERNATIVES

- Approve Resolution 20- 12 as recommended.
- Do not approve Resolution 20-12 as recommended and risk losing financial support from the State of California.

BENEFIT TO OR IMPACT ON CITY RESOURCES

Approval of Resolution would mitigate some of the costs to deal with the emergency. It is currently unknown the long-term effects of a prolonged emergency.

ENVIRONMENTAL REVIEW

Not required by CEQA
 If required by CEQA:

PUBLIC OUTREACH

Posted in this agenda
 Additional public outreach:

ATTACHMENTS

- Resolution No. 20-12



RESOLUTION OF THE CITY OF LINDSAY

NUMBER 20-12

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

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

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

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

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

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

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

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

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

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



RESOLUTION OF THE CITY OF LINDSAY

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

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

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

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

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

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

MEETING DATE	March 24, 2020
MOTION	
2 nd MOTION	
AYES	
ABSENT	
ABSTAIN	
NAYS	

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

Juana Espinoza, Deputy City Clerk

Pamela Kimball, Mayor



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: May 12, 2020
AGENDA #: 5
STAFF: Juana Espinoza, Finance & Accounting Manager

AGENDA ITEM

TITLE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY AUTHORIZING STAFF TO SUBMIT A CLAIM TO TULARE COUNTY ASSOCIATION OF GOVERNMENTS FOR REGIONAL SURFACE TRANSPORTATION PROGRAM (RSTP) FUNDS IN EXCHANGE FOR STATE HIGHWAY ACCOUNT FUNDS.

ACTION Approve Resolution 20-17

PURPOSE Satisfy TCAG requirement to authorize exchange of funds.

RECOMMENDATION

Staff respectfully recommends the City Council approve Resolution 20-17 authorizing staff to submit a claim to Tulare County Association of Governments for regional surface transportation program funds in exchange for state highway account funds.

BACKGROUND | ANALYSIS

The City can submit a claim to TCAG to receive Regional Surface Transportation Program (RSTP) Funds in Exchange for State Highway Account Funds. TCAG notifies the City when funds are available to claim for projects and the amount available. Currently, there is \$152,872 for the City of Lindsay. The claim process requires the City to send a resolution and claim form to TCAG for the funds. The City regularly participates in the exchange program.

The funds need to be used for various roadway improvement and rehabilitation projects. The City Services department will identify which projects qualify for the funds. The Finance Department will track the funds to ensure they are recorded appropriately.

IMPACT

The exchange provides the City with funds it can more readily use for surface transportation projects. There are no negative impacts from an exchange.



STAFF REPORT

AGENCY: CITY OF LINDSAY, CALIFORNIA
DATE: May 12, 2020
AGENDA #: 5
STAFF: Juana Espinoza, Finance & Accounting Manager

ALTERNATIVES

- Authorize the exchange.
- Not authorize the exchange.
- Postpone the decision or give staff different direction.

PUBLIC OUTREACH

Posted in this agenda.

ATTACHMENTS

- Resolution 20-17
- Completed claim form



RESOLUTION OF THE CITY OF LINDSAY

NUMBER 20-17

TITLE **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY AUTHORIZING STAFF TO SUBMIT A CLAIM TO TULARE COUNTY ASSOCIATION OF GOVERNMENTS FOR REGIONAL SURFACE TRANSPORTATION PROGRAM (RSTP) FUNDS IN EXCHANGE FOR STATE HIGHWAY ACCOUNT FUNDS.**

MEETING At a regularly scheduled meeting of the City of Lindsay City Council held on May 12, 2020 at 6:00PM via Webinar, Lindsay, CA 93247.

WHEREAS, The Tulare County Association of Governments (TCAG) offers Regional Surface Transportation Program (RSTP) Funds in exchange for State Highway Account Funds; and

WHEREAS, the RSTP funds must be used for roadway related projects; and

WHEREAS, TCAG has notified the City of Lindsay that the currently available amount for the City of Lindsay to claim is \$152,872;

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

SECTION 1. City Staff are authorized and directed to submit the claim of \$152,872 for various roadway rehabilitation and improvement projects. Staff are directed to apply the claimed funds to qualified projects.

SECTION 2. This resolution shall be effective immediately upon its approval and adoption.

SECTION 3. The Mayor, or presiding officer, is hereby authorized to affix her/his signature to the Resolution signifying its adoption by the City Council of the City of Lindsay, and the City Clerk, or duly appointed deputy, is directed to attest thereto.



RESOLUTION OF THE CITY OF LINDSAY

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

MEETING DATE	May 12, 2020
MOTION	
2 nd MOTION	
AYES	
ABSENT	
ABSTAIN	
NAYS	

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

Juana Espinoza, Deputy City Clerk

Pamela Kimball, Mayor

**Claim to the Tulare County Association of Governments
for Regional Surface Transportation Program (RSTP) Funds in Exchange for
State Highway Account Funds FY2019-2020**

Claimant: **City of Lindsay**

FY19/20 Claim Amount: \$152,872

Claim Guidelines:

Projects outlined in the table below to be funded with this claim are only those projects that are defined under Sections 133(b) and 133(c) of Title 23, United States Code and Article XIX of the California State Constitution, implemented in accordance with the requirements of Section 182.6(d)(1) of the Streets and Highways Code.

Claim Instructions:

1. List (print or type) each **INDIVIDUAL** project to be funded with this claim.
2. List the amount of funds to be used for each project.
3. If the project is not a capacity expanding project and is exempt from the air quality conformance analysis check the “Exempt” box. (☒)
4. If the project is a capacity expanding project and the “build” alternative of the air quality conformance analysis has been completed for the project as required check the “Air Quality” box. (☒)

Project	Cost of Project	Air Quality	Exempt
1. Various Roadway Rehabilitation and Improvement Projects	\$152,872	<input type="checkbox"/>	<input type="checkbox"/>
2.	\$	<input type="checkbox"/>	<input type="checkbox"/>
3.	\$	<input type="checkbox"/>	<input type="checkbox"/>
4.	\$	<input type="checkbox"/>	<input type="checkbox"/>

**Claim to the Tulare County Association of Governments
for Regional Surface Transportation Program (RSTP) Funds in Exchange for
State Highway Account Funds FY 2019-2020**

Claimant: City of Lindsay

FY 2019-2020 Claim Amount: \$152,872

It is understood by **City of Lindsay**, (claimant) that payment of this claim is subject to approval by the TCAG Governing Board and must be in accordance with the TCAG and Caltrans Agreement. Said monies (and the interest earned on such monies subsequent to allocation) will be used only for those purposes for which the claim is approved.

The undersigned claimant, by accepting these funds agrees to establish a special account for the purpose of depositing funds received from TCAG pursuant to this agreement:

- a. For cities, within their Special Gas Tax Street Improvement Fund; or
- b. For the county, within their County Road Fund

The undersigned claimant, by accepting these funds, agrees to grant the State of California auditors access to their books and records for the purpose of verifying that funds paid hereunder are properly accounted for and proceeds are expended in accordance with the terms of this agreement. All documents will be available for inspection by authorized Caltrans agents at any time during the project development and for a four-year period from the date of completion of the project, or one year after the audit is completed or waived by Caltrans, whichever is later.

If the undersigned claimant fails to use funds received hereunder in accordance with the terms of the agreement, the claimant agrees to return the exchange funds to TCAG for credit to the special account described above.

Further, the **Public Works Director** of the claimant certifies that the financial information contained herein, is reasonable and accurate to the best of his/her knowledge.

Authorized Representative:

Signature

Print Name

Public Works Director

Date

Executive Director, TCAG

Print Name

STAFF REPORT



TO: LINDSAY CITY COUNCIL
DATE: May 12, 2020
AGENDA #: 6
FROM: Prepared by Kira Noguera, Contract City Planner

Conditional Use Permit 20-05, Request for Dollar General to Include Beer and Wine Sales

ACTION Conditional Use Permit request for Dollar General to include in its use the sale of beer and wine

Applicant: Steve Rawlings
26023 Jefferson Ave., Ste B
Murrieta, CA 92562
c/o Dolgen California LLC

Location: 120 E. Hermosa Street (APN: 205-264-018)

PURPOSE

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

OBJECTIVE(S)

Live in a safe, clean, comfortable, and healthy environment.
 Increase our keen sense of identity in a connected and involved community.
 Nurture attractive residential neighborhoods and business districts.
 Dedicate resources to retain a friendly, small-town atmosphere.
 Stimulate, attract, and retain local businesses.
 Advance economic diversity.
 Yield a self-reliant city government that provides effective, basic services.

RECOMMENDATION

Staff respectfully recommends City Council approves conditional use permit No. 20-05, based on these findings and subject to the following conditions, which are included in the attached draft Resolution 20-18

- The site shall be developed consistent with the submitted site plan and applicable development standards found in the Zoning Ordinance.
- The operation shall be conducted in accordance with this Conditional Use Permit (CUP). Any deviations from the approvals shall first require approval of an amendment to this CUP.
- The establishment shall obtain and maintain a valid TYPE 20 license from the Alcoholic Beverages Control Board (ABC). A change to a more intensive license type shall require an amendment to this CUP.
- The establishment shall comply with all federal and state laws regarding the sale of alcohol.
- Business hours and the sale of alcohol shall comply with ABC regulations.
- The operation shall be conducted in accordance with the operational statement provided by the applicant dated March 3, 2020.

STAFF REPORT



TO: LINDSAY CITY COUNCIL
DATE: May 12, 2020
AGENDA #: 6
FROM: Prepared by Kira Noguera, Contract City Planner

- Surveillance cameras shall be located throughout the sales area that are capable of storing at least one month of activity. Camera records and images shall be made available to the Public Safety Department if it relates to a criminal investigation.
- All signs shall require a sign permit separate from the building permit.
- Window signs shall not restrict visibility into the building by law enforcement officers
- Any infractions of the zoning ordinance or use permit conditions of approval would result in the automatic suspension of the use permit and require a review by Council within 30 days where it could revoke the use permit or impose requirements to ensure full compliance.
- Upon approval, compliance with the zoning ordinance and use permit conditions of approval would be reviewed by staff, annually, and as necessary.

BACKGROUND | ANALYSIS

About Dollar General: Dollar General Corporation is the nation's largest small-box discount retailer with nearly 15,000 locations in 41 states and ranks among the largest retailers of top-quality brands by America's most-trusted manufacturers. In their application they state, "Shopping at Dollar General saves consumers time by staying focused on life's simple necessities: bread, milk, eggs, soup, cereal, coffee, sodas, laundry detergent, paper towels, soap, shampoo, socks and underwear as well as alcohol. Dollar General's goal is to provide convenience to our customers, and to provide opportunity and a great working environment to our employee's."

The property is zoned Central Commercial and is located on the southeast corner of E. Hermosa Street and N. Elmwood Avenue in proximity to other downtown commercial properties, including the Valero gas station to the west, Bob's Drive-In to the northwest, a multi-tenant commercial center to the north, a vacant parcel immediately to the south.

Proposed Use: Public convenience or necessity and permit to sell beer and wine for off-site consumption (ABC Type 20) at a new 7,500 square foot grocery and consumer goods store.

Proposed Hours of Operation: 7 days per week from 6:00 a.m. to 11:00 p.m.

Average Customers Per Day: 400 - 500

Beer and Wine Display Area and Sales: According to the application, display of alcohol will not exceed 3% of gross floor area of the store. Alcohol sales are anticipated to represent less than 5% of overall store sales. There will be no single sales of beer or malt beverage cans or bottles. Beer, wine coolers and malt beverages will be sold in manufacturer pre-packaged multi-unit quantities only.

Proposed Security Measures: Surveillance cameras are located throughout the sales area as well as storage area. Employees go through corporate training for alcohol sales and must input date of birth into cash register to complete any alcohol transaction.

Average number of employees per shift: 3 – 8 employees with 2 shifts per day

STAFF REPORT



TO: LINDSAY CITY COUNCIL
DATE: May 12, 2020
AGENDA #: 6
FROM: Prepared by Kira Noguera, Contract City Planner

Section 9.2.2500 of the zoning ordinance states that ‘Under the Code, some uses are permitted subject to the granting of a special permit. This article describes how the Planning Commission shall consider, grant, or deny applications for use permits.’

Staff finds that the request for conditional use permit approval for the sale of alcoholic beverages is consistent with the requirements of the zoning ordinance. Conditional use permit approval would allow for the retail sale of beer and wine in conjunction with existing store items.

Regarding the sale of alcohol, section 18.10.030.D of the zoning ordinance permits pre-packaged multi-unit beer and wine sales within the Service Central Commercial (CC) zoning district with Council’s approval. Council may, therefore, grant the sale of alcohol in retail establishments. The following is excerpted from the California Department of Alcoholic Beverage Control “Common ABC License Types and Their Basic Privileges” to describe the type of alcohol license being requested:

Type 20: OFF-SALE BEER AND WINE - Authorizes the sale of beer and wine for consumption off the premises where sold. Minors are allowed on the premises.

ALTERNATIVES

The granting of a CUP is a discretionary approval. Council may *deny* the request, *approve* the request, or *approve the request with conditions*.

BENEFIT TO OR IMPACT ON CITY RESOURCES

The project is not anticipated to negatively impact City Resources. The business will be monitored closely to ensure Public Safety resources are not impacted.

ENVIRONMENTAL REVIEW

Not required by CEQA:
 If required by CEQA: The granting of the CUP does not create an environmental impact. A draft Notice of Exemption has been prepared and has been available for public review.

POLICY ISSUES

No policy issues
 Policy issues: The granting of a CUP is a discretionary approval. Council may deny the request, approve the request, or approve the request with conditions.

PUBLIC OUTREACH

Posted in this agenda
 Additional public outreach: The public hearing for this conditional use permit application was noticed on April 29, 2020

STAFF REPORT



TO: LINDSAY CITY COUNCIL
DATE: May 12, 2020
AGENDA #: 6
FROM: Prepared by Kira Noguera, Contract City Planner

ATTACHMENTS

- Operational Statement
- Site Plan
- Floor Plan with retail spaces identified
- Resolution 20-18

STAFF REPORT



TO: LINDSAY CITY COUNCIL
DATE: May 12, 2020
AGENDA #: 6
FROM: Prepared by Kira Noguera, Contract City Planner

Statement of Operations
Dollar General Store #18862
120 E. Hermosa Street, Lindsay, CA
3/3/20

Proposed Use: Finding of public convenience or necessity and permit to sell beer and wine for off-site consumption (ABC Type 20) at a new 7,500 square foot grocery and consumer goods store.

Hours of Operation: 7 days per week from 6:00 a.m. to 11:00 p.m.

Customers Per Day: 400 - 500

Beer and Wine Display Area and Sales: Display of alcohol will not exceed 3% of gross floor area of the store. Alcohol sales are anticipated to represent less than 5% of overall store sales. There will be no single sales of beer or malt beverage cans or bottles. Beer, wine coolers and malt beverages will be sold in manufacturer pre-packaged multi-unit quantities only.

Security Measures: Surveillance cameras are located throughout the sales area as well as storage area. Employees go through corporate training for alcohol sales and must input date of birth into cash register to complete any alcohol transaction.

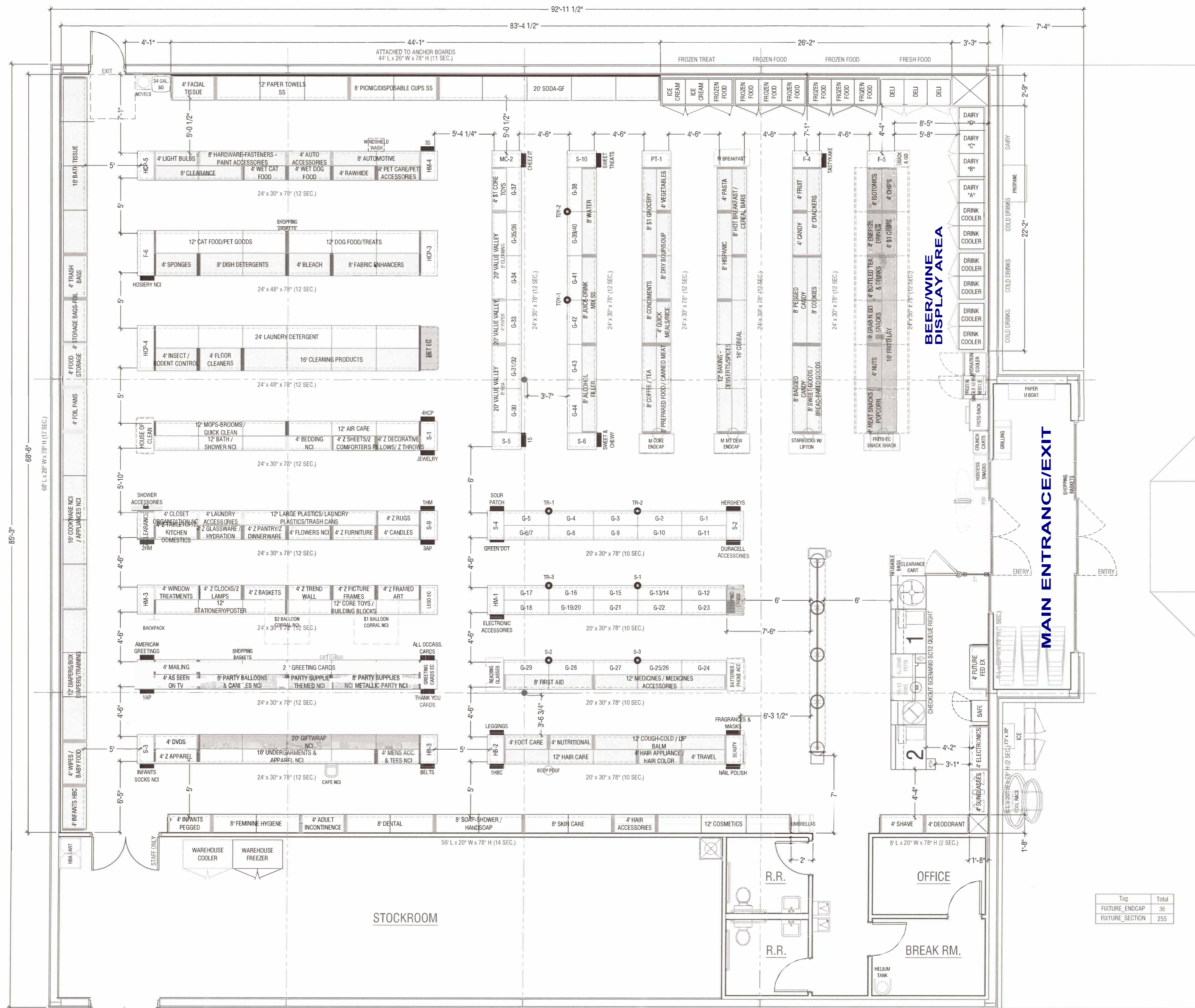
Average number of employees per shift: 3 – 8: 2 shifts per day

About Dollar General:

Dollar General Corporation is the nation's largest small-box discount retailer with nearly **15,000 locations in 41 states**. Dollar General is publicly traded on the NYSE under the ticker symbol: DG. Dollar General ranks among the largest retailers of top-quality brands made by America's most-trusted manufacturers, such as Procter & Gamble, Kimberly Clark, Unilever, Kellogg's, General Mills and Nabisco. Dollar General's goal is to provide customers a better life and employee's opportunity and a great working environment.

Dollar General stands for convenience, quality brands and low prices. Dollar General's successful prototype makes shopping a truly hassle-free experience. Dollar General designs small neighborhood stores with carefully edited merchandise assortments to make shopping simpler. We don't carry every brand and size, just the most popular ones.

Shopping at Dollar General saves consumers time by staying focused on life's simple necessities: bread, milk, eggs, soup, cereal, coffee, sodas, laundry detergent, paper towels, soap, shampoo, socks and underwear as well as alcohol. The average Dollar General customer completes their shopping trip in less than 10 minutes.



Tag	Total
FIXTURE_ENDCAP	36
FIXTURE_SECTION	255

CHECKED BY
[Signature]
 CITY OF LINDSAY
 BUILDING DEPT.



DRAWING HISTORY	
DATE:	03/27/20
BY:	TKG
DATE:	
BY:	
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
(10)	
(11)	
PROJECT TYPE:	NEW
FORMATTING:	DG18
PLAN TYPE:	7500 LD
LAYOUT TYPE:	OPT
IF DESIGNATION:	SELECT
PICTURE DATE:	05/18/20
SALES FLOOR SQ FT:	5,712
WAREHOUSE SQ FT:	7,520
COLUM. HEIGHT:	OPEN
LIGHT HEIGHT:	11'-0"
SEASONAL SECTION:	37
SECTION COUNT:	255
ENDCAP COUNT:	36
ENTER NUMBER:	18862
ADDRESS:	120 E HERMOSA ST LINDSAY STATE: CA ZIP: 93247
EXPIRES:	DEC 31 2021
STORE PLANNING HOTLINE:	(615) 855-5385



RESOLUTION OF THE CITY OF LINDSAY

NUMBER **20-18**

TITLE **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY APPROVING CONDITIONAL USE PERMIT NO. 20-05, A REQUEST BY STEVE RAWLINGS TO ALLOW FOR THE SALE OF ALCOHOLIC BEVERAGES AT A DOLLAR GENERAL STORE, WITHIN THE CENTRAL COMMERCIAL (CC) ZONING DISTRICT, FOR PROPERTY LOCATED AT 120 E. HERMOSA STREET (APN 205-264-018).**

MEETING At a regularly scheduled meeting of the City of Lindsay City Council held on May 12, 2020 at 6:00 PM Via Webinar, in Lindsay, CA 93247

WHEREAS, Conditional Use Permit No. 20-05 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, after ten (10) days published notice, did hold a public hearing before said Council on May 12, 2020; 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 project is categorically exempt from the California Environmental Quality Act as the minor alteration of an existing facility (Class 1),

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

- SECTION 1. The project is exempt from further environmental review pursuant to CEQA Article 19, Section §15301
- SECTION 2. The City Council of the City of Lindsay finds that the proposed conditional use permit application is consistent with the provisions of the City of Lindsay Zoning Ordinance (Municipal Code Title 18). Specifically, the application meets all applicable city codes and ordinances, per the requirements of Sections 18.17.030 and 18.17.070. C.
- SECTION 3. That a California Department of Alcoholic Beverage Control type 20 license shall be obtained prior to selling any alcoholic beverage. No other license type shall be permitted under this condition of approval, and conditions of said license shall be complied with.
- SECTION 4. The site shall be developed consistent with the submitted site plan and applicable development standards found in the Zoning Ordinance.



RESOLUTION OF THE CITY OF LINDSAY

- SECTION 5. The operation shall be conducted in accordance with this Conditional Use Permit (CUP). Any deviations from the approvals shall first require approval of an amendment to this CUP.
- SECTION 6. The establishment shall obtain and maintain a valid TYPE 20 license from the Alcoholic Beverages Control Board (ABC). A change to a more intensive license type shall require an amendment to this CUP.
- SECTION 7. The establishment shall comply with all federal and state laws regarding the sale of alcohol.
- SECTION 8. Business hours and the sale of alcohol shall comply with ABC regulations.
- SECTION 9. The operation shall be conducted in accordance with the operational statement provided by the applicant dated March 3, 2020.
- SECTION 10. Surveillance cameras shall be located throughout the sales area that are capable of storing at least one month of activity. Camera records and images shall be made available to the Public Safety Department if it relates to a criminal investigation.
- SECTION 11. All signs shall require a sign permit separate from the building permit.
- SECTION 12. Window signs shall not restrict visibility into the building by law enforcement officers.
- SECTION 13. Any infractions of the zoning ordinance or use permit conditions of approval would result in the automatic suspension of the use permit and require a review by Council within 30 days where it could revoke the use permit or impose requirements to ensure full compliance.
- SECTION 14. Upon approval, compliance with the zoning ordinance and use permit conditions of approval would be reviewed by staff, annually or as necessary.
- SECTION 15. That if, in the opinion of the Chief of Police, based on historical evidence, an undue burden has been placed upon the Public Safety Department, the use permit shall be subject to review and modification, or revocation.
- SECTION 16. That all exterior signs shall require separate review and approval by the City Planner. A sign permit shall be required for any new exterior signs, prior to sign installation. All permanent and temporary signs, banners, and/or other special promotional signage shall comply will all applicable Zoning Ordinance sign standards.
- SECTION 17. That all other City codes and ordinances shall apply.



RESOLUTION OF THE CITY OF LINDSAY

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

MEETING DATE	May 12, 2020
MOTION	
2 nd MOTION	
AYES	
ABSENT	
ABSTAIN	
NAYS	

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

Juana Espinoza, Deputy City Clerk

Pamela Kimball, Mayor