



# LINDSAY CITY COUNCIL REGULAR & SPECIAL MEETING AGENDA

August 13, 2024,  
Study Session 5:30 p.m.  
Lindsay Successor Agency 5:55 p.m.  
Regular Meeting 6:00 p.m.

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

**Mayor**  
Ramiro Serna  
**Mayor Pro Tem**  
Yolanda Flores  
**Councilmembers**  
Hipolito Angel Cerros  
Rosaena Sanchez  
Misty Villarreal

Notice is hereby given that the Lindsay City Council will hold a Regular Meeting on Tuesday, August 13, 2024 at 6:00 p.m. in person and via webinar. The webinar address for members of the public is <https://zoom.us/j/99279557087>. Those who would like to make a public comment during the public comment portion of the agenda may do so by utilizing the raise hand feature or indicating they would like to make a comment in the chat.

Se les anima a los hispanohablantes a asistir a las próximas reuniones del Concejo Municipal de Lindsay. Para traducción al español, comuníquese con la oficina de la Secretaria Municipal al teléfono (559) 562-7102 ext. 8034, previamente a la Reunión del Consejo.

## Americans with Disabilities Act

Pursuant to the Americans with Disabilities Act, persons with disabilities who may need assistance should contact the City Clerk prior to the meeting at (559) 562-7102 ext. 8034 or via email at [mpeton@lindsay.ca.us](mailto:mpeton@lindsay.ca.us).

### 5:30 p.m. – STUDY SESSION

1. **CALL TO ORDER**
2. **STUDY SESSION** – Comments at a special meeting are limited to items listed on the special meeting agenda. Each speaker will be allowed three minutes per item.
  - 2.1 **Study Session for Properties Rezoned in 2022.**  
**Action & Recommendation:** Staff is asking for discussion and general direction to bring a proposal forward at a future meeting. No action is needed at this time.  
**Submitted by:** Kira Stowell, Senior Planner of QK Inc.
3. **ADJOURN STUDY SESSION**

### 5:55 p.m. – LINDSAY SUCCESSOR AGENCY MEETING

4. **CALL TO ORDER SPECIAL MEETING**
5. **LINDSAY SUCCESSOR AGENCY MEETING**
  - 5.1 **Pledged Tax Revenues in Accordance with the Bond Covenants of the Lindsay Successor Agency**  
**Action & Recommendation:** Approve written certification of pledged tax revenues in accordance with the bond covenants of the Successor Agency to the Lindsay Redevelopment Agency Tax Allocation Refunding Bonds, issue of 2015.  
**Submitted by:** Lacy Meneses, Director of Finance
6. **ADJOURN SPECIAL MEETING**

### 6:00 p.m. – REGULAR MEETING

7. **CALL TO ORDER REGULAR MEETING**
8. **ROLL CALL**
9. **PLEDGE OF ALLEGIANCE & INVOCATION** – Pledge of Allegiance to be led by Mayor Serna and an invocation to be provided by Pastor Adam Perez of Breakthrough Church.

**11. APPROVAL OF AGENDA**

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

**13. COUNCIL REPORT**

**14. CITY MANAGER REPORT**

**15. RECOGNITION**

**15.1 Resolution of Commendation for Adriana Nave.**

**Presented by:** Ryan Heinks, Acting Chief of Public Safety

**16. CONSENT CALENDAR** – Routine items approved in one motion unless an item is pulled for discussion. There will be no separate discussion of these matters unless a request is made, in which event the item will be removed from the Consent Calendar to be discussed and voted upon by a separate motion.

**16.1 Waive the Reading of Ordinance and Approve by Title Only.**

**Action & Recommendation:** Approve the reading by title only of all ordinances and that further reading of such ordinances be waived.

**Submitted by:** Maegan Peton, City Clerk

**16.2 Minutes of the Regular and/or Special Meeting of July 23, 2024.**

**Action & Recommendation:** Approve as submitted.

**Submitted by:** Maegan Peton, City Clerk

**16.3 Warrant List for July 1, 2024 Through August 5, 2024.**

**Action & Recommendation:** Accept the Warrant List for transactions dated July 1, 2024 through August 4, 2024.

**Submitted by:** Lacy Meneses, Director of Finance

**16.4 July 2024 Monthly Treasurer’s Report.**

**Action & Recommendation:** Accept the July 2024 Monthly Treasurer’s Report.

**Submitted by:** Lacy Meneses, Director of Finance

**16.5 Settlement Agreement With the California Department of Housing and Community Development (HCD).**

**Action & Recommendation:** Adopt Resolution No. 24-27 affirming and ratifying the settlement agreement and release dated September 8, 2020 (Settlement Agreement) with the California Department of Housing and Community Development (HCD) and authorizing the Mayor or Mayor Pro Tem to execute all documents relating thereto or emanating from the settlement agreement.

**Submitted by:** Daymon Qualls, City Manager

**16.6 Fee Waiver Request for a Baked Potato Fundraiser.**

**Action & Recommendation:** Approve a fee waiver request by Veritas Arts non-profit organization that will host a baked potato sale fundraiser on September 16, 2024.

**Submitted by:** Kira Stowell, Senior Planner for QK, Inc.

**16.7 Bidder Responsibility Determination Appeal Procedure.**

**Action & Recommendation:** Adopt Resolution No. 24-28 approving the bidder responsibility determination appeal procedure; and affirm the administration’s authority to evaluate bidders in accordance with Municipal Code sections 3.304.250 and 3.04.260.

**Submitted by:** Daymon Qualls, City Manager

**17. ACTION ITEMS**

**17.1 Tosted Asphalt, Inc. Contract for Pickleball Courts Resurfacing Project.**

**Action & Recommendation:** Award and authorize the Mayor to sign a contract with Tosted Asphalt, Inc. of Fresno, CA in the amount of \$98,000 for construction of the Lindsay Wellness Center Pickleball Courts Resurfacing Project.

**Submitted by:** Armando da Silva, Director of Recreation Services

**18. DISCUSSION ITEMS**

**18.1 Virtual Public Comment.**

**Action & Recommendation:** Consider limiting public comments to in-person or written submissions only and discontinue the acceptance of virtual public comments.

**Submitted by:** Maegan Peton, City Clerk and Assistant to the City Manager

**19. EXECUTIVE (CLOSED) SESSION**

**Public Employment**

Pursuant to Cal Gov. Code § 54957

Title: Director of Public Safety

**Conference with Legal Counsel – Anticipated Litigation**

Significant Exposure to Litigation

Pursuant to § 54956.9(b): 1 Case

**20. REQUEST FOR FUTURE ITEMS**

**21. ADJOURNMENT –** Lindsay City Council meetings are held in the City Council Chambers at 251 E. Honolulu Street in Lindsay, California beginning at 6:00 P.M. on the second and fourth Tuesday of every month unless otherwise noticed. Materials related to an Agenda item submitted to the legislative body after distribution of the Agenda Packet are available for public inspection in the office of the City Clerk during normal business hours. A complete agenda is available at [www.lindsay.ca.us](http://www.lindsay.ca.us). In compliance with the Americans with Disabilities Act & Ralph M. Brown Act, if you need special assistance to participate in this meeting, or to be able to access this agenda and documents in the agenda packet, please contact the office of the Deputy City Clerk at (559) 562-7102 x 8034. Notification prior to the meeting will enable the City to ensure accessibility to this meeting and/or provision of an alternative format of the agenda and documents in the agenda packet.

**AFFIDAVIT OF POSTING AGENDA**

I hereby certify, in conformance with Government Code Sections 54954.2 and 54956, this agenda was posted in the bulletin board at the front of City Hall, 251 E Honolulu St., as well as on the City of Lindsay’s website ([www.lindsay.ca.us](http://www.lindsay.ca.us)).

DATE & TIME POSTED: Thursday, August 8, 2024 at 4:00 p.m.

  
Maegan Peton, City Clerk



# STAFF REPORT

TO: Lindsay City Council  
MEETING DATE: August 13, 2024

Item #: 2.1  
Study Session

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**DEPARTMENT:** Planning  
**FROM:** Kira Stowell, Contract City Planner  
**AGENDA TITLE:** Study Session for Properties Rezoned in 2022

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## ACTION & RECOMMENDATION

Staff is asking for discussion and general direction to bring a proposal forward at a future meeting. No action is needed at this time.

## BACKGROUND | ANALYSIS

In 2022, the City approved Ordinance 602, an ordinance amending the City of Lindsay Zoning Map designation of Mixed Use District to Light Industrial District for properties along the west side of north Sweetbriar Ave. between West Hermosa St. and Blue Gum Ave., as well as the properties on the west side of Blue Gum Ave. between North Sweetbriar Ave. and West Tulare Rd. (Assessor's Parcel Number's (APN's); 205-360-011, 205-360-012, 205-036-013, 205-096-003, 205-101-012, 205-101-006, 205-101-007, 205-101-014, 205-101-015, 205-101-017). The proposal was intended to provide additional opportunities for industrial uses and as a mechanism to promote economic development. Specifically, the aim was to allow for new cannabis businesses. At the same time, additional cannabis uses were added as permitted and conditional uses to the Light Industrial Zone. Ordinance 601 added cannabis distribution, cannabis manufacturing, cannabis transportation, and cannabis production as Permitted Uses and added cannabis distribution, cannabis manufacturing, cannabis transportation, and cannabis production as Conditional Uses in the Light Industrial District.

Since the two Ordinances were approved in 2022, City Services has not received any applications for new cannabis uses in this area. There has been one request to develop a residential use and one request for a service commercial use. Under the current zoning of Light Industrial, residential uses are not allowed. However, they were allowed when the properties were zoned Mixed Use. While researching these requests, staff reviewed Ordinance 601 and Ordinance 602 and questions arose regarding General Plan consistency and adherence to new State laws. Staff has prepared a presentation to facilitate a discussion around whether the properties should be returned to their previous Zoning designation of Mixed Use and if the City would like to initiate this action.

## FISCAL IMPACT

None at this time. Future proposals could have fiscal impacts that will be disclosed when presented.

## ATTACHMENTS

1. Map of properties being discussed.
2. Ordinance 601
3. Ordinance 602

Reviewed/Approved: 







**ORDINANCE NO. 601**

**AN ORDINANCE OF THE CITY OF LINDSAY AMENDING CHAPTER 05 AND 18 OF THE LINDSAY MUNICIPAL CODE, AMENDING CHAPTER 05.28 CANNABIS BUSINESSES AND CHAPTER 18.11 I INDUSTRIAL DISTRICTS**

**Section 1. PURPOSE.** The provisions of this ordinance are intended to amend the Lindsay Municipal Code to permit cannabis distribution, cannabis manufacturing, and cannabis production as conditional uses.

**Section 2. CODE AMENDMENT.** Lindsay Municipal Code, Title 5 and Title 18 are hereby amended to read in their entirety as follows:

Chapter 05.28.020

Cannabis Production Permitted Uses and Zoning

**05.28.020 Cannabis Production Permitted Uses and Zoning**

Business Owners meeting the requirements of this section shall be allowed to conduct the following Commercial Cannabis activities in the IH - Heavy Industrial zoning district of the City:

- Cultivation - Indoor or Mixed Light Only
- Distribution.
- Manufacturing.
- Testing.
- Transportation.

Business Owners meeting the requirements of this section shall be allowed to conduct the following Commercial Cannabis activities in the PO - Professional Office zoning district of the City:

- Testing.

Business Owners meeting the requirements of this section shall be allowed to conduct the following Commercial Cannabis activities in the IL - Light Industrial zoning district of the City:

- Testing.
- Cultivation – Indoor Only.
- Distribution.
- Manufacturing.

- Transportation.
- Production.

The Commercial Cannabis Operations shall at all times be in compliance with this chapter as it may be amended from time to time or repealed and replaced by another section governing the Commercial Cannabis Operations.

All other code sections in Title 5 of the Lindsay Municipal Code remain unchanged.

## Chapter 18.11.020

### IL Light Industrial District

#### 18.11.020 IL Light Industrial

- D. Conditional Uses—City Council Approval. Any of the uses listed in Section 18.11.030(B); provided, that on the basis of the use permit application and the evidence submitted, the city council makes the following findings in addition to the findings prescribed in Chapter 18.17:
1. That consideration of all the determinable characteristics of the use which is the subject of the application indicates that the use has the same essential characteristics as the uses listed in Section 18.11.020(B) with respect of operation, type of process, materials, equipment, structures, storage, and appearances.
  2. If the use involves nuisance or hazardous characteristics, that the application includes sufficient evidence to indicate that special devices, construction, or site design are planned to eliminate the nuisance or hazardous characteristics normally attendant to operation of the use.
  3. That the use reasonably can be expected to conform with the required conditions prescribed for the I district in Section 18.11.060.

Bulk storage and delivery of liquefied petroleum gas.

Cannabis products testing laboratory.

Cannabis testing laboratory.

Commercial Cannabis Cultivation – Indoor only.

Cannabis Distribution

Cannabis Manufacturer

Cannabis Transportation

Cannabis Production

Public buildings and grounds.

Expansion, remodeling, or additions to a conditional use that are not considered an incidental or accessory use as defined in Chapter 18.24. Modest expansion or remodeling of an existing nonconforming use of a structure or land, up to fifty percent or less of the assessed value of the structure, or reestablishment of a nonconforming use which has been damaged, except nonconforming signs and outdoor advertising structures, nonconforming uses occupying a structure with an assessed valuation of less than one hundred dollars, and nonconforming fences, walls, and hedges.

Other uses which are added to this list according to the procedure in Chapter 18.15.

All other code sections in Title 18 of the Lindsay Municipal Code remain unchanged.

**Section 3. CEQA REVIEW.** The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Section 15060(c)(2) (The activity will not result in a direct or reasonably foreseeable indirect physical change in the environment).

**Section 4. NO LIABILITY.** The provisions of this ordinance shall not in any way be construed as imposing any duty of care, liability, or responsibility for damage to person or property upon the City of Lindsay, or any official, employee or agent thereof.

**Section 5. PENDING ACTIONS.** Nothing in this ordinance or in the codes hereby adopted shall be construed to affect any suit or proceeding pending or impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance or code repealed by this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired, or affected by this ordinance.

**Section 6. SEVERABILITY.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of Lindsay hereby declares that it would have adopted each section, subsection, subdivision,



paragraph, sentence, clause, or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

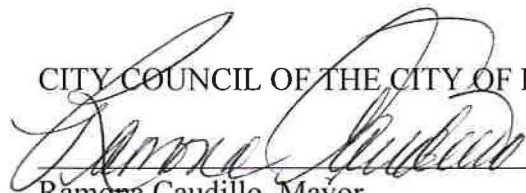
**Section 7. CONSTRUCTION.** The City Council intends this ordinance to supplement, not to duplicate, contradict or otherwise conflict with, applicable State and federal law and this ordinance shall be construed in light of that intent. To the extent the provisions of the Lindsay Municipal Code as amended by this ordinance are substantially the same as provisions in the Lindsay Municipal Code existing prior to the effectiveness of this ordinance, then those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

**Section 8. EFFECTIVE DATE.** The foregoing ordinance shall take effect thirty (30) days from the date of the passage hereof. Prior to the expiration of fifteen (15) days from the enactment hereof a certified copy of this ordinance shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1) and a summary shall be published once in the Porterville Recorder, a newspaper printed and published in the City of Porterville, State of California, together with the names of the Council members voting for and against the same.

THE FOREGOING ORDINANCE, read by title only with waiving of the reading in full, was introduced at a regularly scheduled meeting on the 14th day of June 2022.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council held on the 28th day of June 2022.

CITY COUNCIL OF THE CITY OF LINDSAY

  
\_\_\_\_\_  
Ramona Caudillo, Mayor

ATTEST:

  
\_\_\_\_\_  
Francesca Quintana, City Clerk

## ORDINANCE NO. 602

**AN ORDINANCE OF THE CITY OF LINDSAY AMENDING THE CITY OF LINDSAY ZONING MAP DESIGNATION OF MIXED USE DISTRICT TO LIGHT INDUSTRIAL DISTRICT FOR THE FOLLOWING PROPERTIES: ASSESSOR'S PARCEL NUMBER'S (APN'S); 205-360-011, 205-360-012, 205-036-013, 205-096-003, 205-101-012, 205-101-006, 205-101-007, 205-101-014, 205-101-015, 205-101-017**

**Section 1. PURPOSE.** The provisions of this ordinance are intended to amend the Lindsay Zoning Map designation of Specific Parcels in the Mixed Use District to Light Industrial District to provide additional opportunities for industrial uses and as a mechanism to promote economic development.

### **Section 2. FINDINGS.**

The Lindsay Municipal Code stipulates that Amendments to the zone plan shall be adopted in the manner provided for changing district boundaries as prescribed in Section 18.22.020 and Sections 18.22.040 through 18.22.090 of the code. Section 18.22.020 declares that a change in boundaries of any district, or a change in a district regulation, off-street parking or loading facilities requirement, general provision, exception or other provision may be initiated by action of the city council.

### **Section 3. AMENDMENT.**

In accordance with the Lindsay Municipal Code, the City Council wishes to amend the City of Lindsay Zoning Map following the guidelines set forth below.

- I. Rezone the real properties located in the City of Lindsay and demonstrated within 'Exhibit A' hereto attached to this Ordinance: APN 205-360-011, 205-360-012, 205-036-013, 205-096-003, 205-101-012, 205-101-006, 205-101-007, 205-101-014, 205-101-015, 205-101-017 shall hereby be designated as IL – Light Industrial.
- II. The Director of City Services and Planning of the City of Lindsay is hereby authorized, instructed and directed to make the changes to the official Zoning Map of the City of Lindsay which shall be amended and hereto attached to this Ordinance as 'Exhibit B', reflecting the boundaries of the described parcel of the Zoning Map adopted by Ordinance 437 and amended by this Ordinance 602 of the City of Lindsay.

**Section 4. CEQA REVIEW.** The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to

CEQA Section 15060(c)(2) (The activity will not result in a direct or reasonably foreseeable indirect physical change in the environment).

**Section 5. NO LIABILITY.** The provisions of this ordinance shall not in any way be construed as imposing any duty of care, liability, or responsibility for damage to person or property upon the City of Lindsay, or any official, employee or agent thereof.

**Section 6. PENDING ACTIONS.** Nothing in this ordinance or in the codes hereby adopted shall be construed to affect any suit or proceeding pending or impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance or code repealed by this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired, or affected by this ordinance.

**Section 7. SEVERABILITY.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of Lindsay hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

**Section 8. CONSTRUCTION.** The City Council intends this ordinance to supplement, not to duplicate, contradict or otherwise conflict with, applicable State and federal law and this ordinance shall be construed in light of that intent. To the extent the provisions of the Lindsay Municipal Code as amended by this ordinance are substantially the same as provisions in the Lindsay Municipal Code existing prior to the effectiveness of this ordinance, then those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

**Section 9. EFFECTIVE DATE.** The foregoing ordinance shall take effect thirty (30) days from the date of the passage hereof. Prior to the expiration of fifteen (15) days from the enactment hereof a certified copy of this ordinance shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1) and a summary shall be published once in the Porterville Recorder, a newspaper printed and published in the

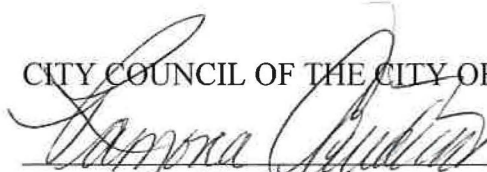


City of Porterville, State of California, together with the names of the Council members voting for and against the same.


THE FOREGOING ORDINANCE, read by title only with waiving of the reading in full, was introduced at a regularly scheduled meeting on the 14th day of June 2022.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council held on the 26th day of July 2022.

CITY COUNCIL OF THE CITY OF LINDSAY

  
\_\_\_\_\_  
Ramona Caudillo, Mayor

ATTEST:

  
\_\_\_\_\_  
Francesca Quintana, City Clerk

'Exhibit A'

Property Owner	Property Address	APN	Current Zoning	Proposed Zoning
Romero, Oscar	364 Center St.	205-096-003	MXU (Mixed Use)	IL (Light Industrial)
Anderson, Lloyd and Mary (TRS)	250 Blue Gum	205-101-006	MXU (Mixed Use)	IL (Light Industrial)
Anderson, Lloyd (TRS)	250 Blue Gum	205-101-007	MXU (Mixed Use)	IL (Light Industrial)
Benitez, Enrique	n/a	205-101-012	MXU (Mixed Use)	IL (Light Industrial)
Serna, Arthur	561 N Sweetbriar Ave.	205-101-014	MXU (Mixed Use)	IL (Light Industrial)
California Association of Spanish Churches	565 N Sweetbriar Ave.	205-101-015	MXU (Mixed Use)	IL (Light Industrial)
Padilla, Patricia	n/a	205-101-016	MXU (Mixed Use)	IL (Light Industrial)
Church of God of Prophecy	565 N Sweetbriar Ave.	205-101-017	MXU (Mixed Use)	IL (Light Industrial)
Rowley, Ryan and Deana	310 W Tulare Ave.	205-360-011	MXU (Mixed Use)	IL (Light Industrial)
Orosco, Guadalupe and Maria	n/a	205-360-012	MXU (Mixed Use)	IL (Light Industrial)
Orosco, Guadalupe and Maria	n/a	205-360-013	MXU (Mixed Use)	IL (Light Industrial)
City of Lindsay	365 N Sweetbriar Ave.	205-294-011	MXU (Mixed Use)	IL (Light Industrial)
City of Lindsay	365 N Sweetbriar Ave.	205-294-015	MXU (Mixed Use)	IL (Light Industrial)







# STAFF REPORT

TO: Lindsay City Council  
MEETING DATE: August 13, 2024

Item #: 5.1  
Lindsay Successor  
Agency Meeting

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**DEPARTMENT:** Finance  
**FROM:** Lacy Meneses, Director of Finance  
**AGENDA TITLE:** Pledged Tax Revenues in Accordance with the Bond Covenants of the Lindsay Successor Agency

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## ACTION & RECOMMENDATION

Approve written certification of pledged tax revenues in accordance with the bond covenants of the Successor Agency to the Lindsay Redevelopment Agency Tax Allocation Refunding Bonds, issue of 2015.

## BACKGROUND | ANALYSIS

In accordance with bond covenants held at U.S. Bank, the Successor Agency to the former Lindsay Redevelopment Agency must annually provide written certification of pledged tax revenues received by the Successor Agency through the date of the certificate combined with the amount remaining to be paid on all outstanding obligations of the Successor Agency not exceeding the plan limits.

Every year, the City receives Recognized Obligation Payments Schedule (ROPS) funds. These funds are used to satisfy the debt service requirements of the 2015 Bond Issue from U.S. Bank. This certification means the City is still receiving funds to repay the 2015 Bond Issue and there has been no change in status from the preceding year's certification. This Bond Issue is the final debt on the City's ROPS.

The outstanding balance of the 2015 Bond Issue was \$11,583,800, as of August 1, 2024.

The Successor Agency is required to provide written certification to U.S. Bank annually. Staff does not anticipate any change to the certification process until the bond is paid in full in 2037.

## FISCAL IMPACT

There is no fiscal impact associated with this action.

## ATTACHMENTS

1. City of Lindsay Certification Letter

Reviewed/Approved:



## CITY OF LINDSAY

Ramiro Serna

Mayor

251 Honolulu Street | P.O. Box 369 | Lindsay, CA 93247

rserna@lindsay.ca.us | 559.562.7102

August 13, 2024

Steven DeLeon

U.S. Bank

1420 Fifth Avenue, 7th Floor

Seattle, WA 98101

Re: Certification of Pledged Tax Revenues

Dear Mr. DeLeon,

In response to the Bond Covenants held at US Bank, the Successor Agency to the former Lindsay Redevelopment Agency at a duly held meeting on August 13, 2024, approved the following letter, written for the period of August 1, 2024, through August 1, 2025:

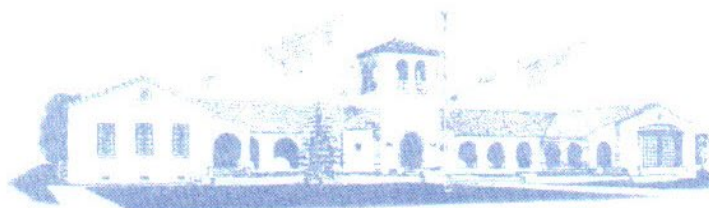
“The Successor Agency shall file annually with the Trustee on or prior to August 1, of each year a Written Certificate of the Successor Agency certifying that Pledged Tax Revenues received by the Successor Agency through the date of the certificate combined with the amount remaining to be paid on all outstanding obligations of the Successor Agency will not exceed the plan limits.”

Please contact the City of Lindsay Director of Finance, Lacy Meneses, at (559) 562-7102 x 8020 with any questions regarding this action.

Sincerely,

Ramiro Serna

Successor Agency Chair





# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

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- TITLE** A RESOLUTION OF COMMENDATION AND APPRECIATION TO ADRIANA NAVE FOR OUTSTANDING SERVICE AND DEDICATION TO THE CITY OF LINDSAY.
- MEETING** At a regularly scheduled meeting of the City of Lindsay City Council held on August 13<sup>th</sup>, 2024, at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247
- WHEREAS,** Adriana Nave has demonstrated an unwavering commitment to public service since being hired by the Lindsay Department of Public Safety in February of 2009, first by serving as a dedicated police officer and then as a firefighter, each role highlighting her deep sense of duty and devotion to the safety and well-being of her community; and
- WHEREAS,** Adriana Nave's cross-training in law enforcement to firefighting exemplifies her exceptional versatility, resilience, and passion for serving others, embodying the highest standards of professionalism and bravery; and
- WHEREAS,** during her tenure as an award-winning, nationally recognized school resource officer, Adriana Nave positively impacted the lives of countless children, providing guidance, mentorship, and safety within the school environment, and fostering trust and understanding between law enforcement and young people; and
- WHEREAS,** Beyond her official duties, Adriana Nave has shown an extraordinary dedication to her community by actively participating in and organizing various community events, demonstrating her commitment to building stronger, safer, and more connected neighborhoods; and
- WHEREAS,** recognizing the critical importance of child safety, Adriana Nave founded a non-profit organization dedicated to providing car seats to families in need, ensuring that the most vulnerable members of the community are protected; and
- WHEREAS,** Adriana Nave's tireless efforts and her selfless contributions have positively impacted countless lives, making her a role model and an inspiration to all who have the privilege of knowing her.
- NOW, THEREFORE,** be it resolved, that we honor and commend Adriana Nave for her exemplary service as a police officer and firefighter, her leadership in community engagement, and her commitment to child safety through the establishment of her non-profit organization. Her dedication and contributions stand as a testament to the values of service, compassion, and community, and she is hereby recognized by the City of Lindsay with the highest respect and gratitude.

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Ramiro Serna, Mayor



# LINDSAY CITY COUNCIL REGULAR MEETING MINUTES

Lindsay Council Chambers  
251 E Honolulu St., Lindsay CA 93247

Tuesday, July 23, 2024  
6:00 p.m. – Regular Meeting

Proper notice of this meeting was given pursuant to Government Code Section 54954.2 and 54956.

**STAFF PRESENT:** City Manager Daymon Qualls, City Attorney Megan Crouch, City Clerk Maegan Peton, Acting Director of Public Safety Ryan Heinks, Director of Finance Lacy Meneses, Director of Recreation Armando da Silva, Records Clerk and Translator Daisy Flores, Administrative Supervisor Marshall Chairez

## 6:00 p.m. – REGULAR MEETING

### 1. CALL TO ORDER

Mayor Serna called to order the regular meeting of the Lindsay City Council at 6:00 p.m. in the Council Chamber located at 251 E. Honolulu St.

### 2. ROLL CALL

**Council Present:** Mayor Serna  
Mayor Pro Tem Yolanda Flores  
Councilmember Hipolito Cerros  
Councilmember Rosaena Sanchez  
Councilmember Misty Villarreal

### 3. PLEDGE OF ALLEGIANCE

The pledge of allegiance was led by Mayor Pro Tem Flores.

### 4. APPROVAL OF AGENDA

It was motioned by Mayor Serna, seconded by Councilmember Sancehz, and unanimously carried to approve the agenda with the modification of changing item 9.3 from a consent item to a public hearing item.

### 5. PUBLIC COMMENT

Mercy Herrera provided public comment thanking the City and County for their collaboration on the Lindmore Street project.

Dennis Doane with the Lindsay Chamber of Commerce thanked City staff and provided updates for Council.

### 6. COUNCIL REPORT

Council reported on recent events and items of interest.

### 7. CITY MANAGER REPORT

The City Manager reported on recent events and items of interest.



## 8. RECOGNITIONS

### 8.1 Resolution of Commendation for Armando da Silva.

**Presented by:** Mayor Pro Tem Serna

Mayor Serna presented to the Resolution of Commendation for Armando da Silva.

## 9. CONSENT CALENDAR

It was motioned by Councilmember Cerros, seconded by Mayor Serna and unanimously carried to approve the items on the Consent Calendar as presented.

### 9.1 Waive the Reading of Ordinance and Approve by Title Only.

**Action & Recommendation:** Approve the reading by title only of all ordinances and that further reading of such ordinances be waived.

### 9.2 Minutes of the regular and/or special Meeting of July 9, 2024.

**Action & Recommendation:** Approve as submitted.

Submitted by: Maegan Peton, City Clerk

## PUBLIC HEARING

### 9.3 City of Lindsay Fee Schedule.

**Action & Recommendation:** Consider the Approval of Resolution No 24-26 amending the Fee Schedule for City of Lindsay.

**Submitted by:** Lacy Meneses, Director of Finance made additional flyers with fees available to the Council and public at the time of the meeting.

**Public Hearing Open:** The public hearing opened at 6:30 p.m.

**Public Comment:** Public comment was provided by Mercy Herrera seeking clarification.

**Public Hearing Closed:** The public hearing closed at 6:35 p.m.

**Council Action:** Following discussion, it was motioned by Mayor Serna, seconded by Councilmember Cerros, and unanimously carried to approve Resolution 24-26 amending the Fee Schedule for the City of Lindsay.

## 10. DISCUSSION ITEMS

### 10.1 Animal Control Services for the City of Lindsay.

**Action & Recommendation:** Discuss the available options for Animal Control within the city and have the council direct city staff regarding provision of animal control services.

**Submitted by:** Ryan Heinks, Acting Director of Public Safety

**Public Comment:** There were no public comments.

**Council Consensus:** It was Council consensus to direct staff to research possible partnerships with local animal service organizations, and to see if an "Adopt-a-Kennel" program would be possible.

## 11. EXECUTIVE (CLOSED) SESSION

Council adjourned to closed session at 7:00 p.m.

### 11.1 Conference with Legal Counsel – Existing Litigation

Pursuant to Cal Gov. Code § 54956.9

City of Lindsay v. SQM North America, CASE NO. 1:11-cv-00046-DAD-EPG,  
Eastern District of California

Council returned from closed session at 7:20 p.m.

## EXECUTIVE (CLOSED) SESSION REPORT

City Attorney Megan Crouch reported that Council had unanimously agreed to accept a settlement of \$9.5 million dollars paid to the City by SQM North America, Incorporation. Council also provided authority to the City Manager to sign the settlement agreement as needed.

### 12. REQUEST FOR FUTURE ITEMS

Mayor Serna requested that staff look into establishing an invocation program for the City Council meetings and Council provided consensus.

### 13. ADJOURNMENT

Mayor Serna adjourned the regular meeting at 7:22 p.m.

Approved by Council: August 13, 2024.

\_\_\_\_\_  
Ramiro Serna, Mayor

ATTEST:

\_\_\_\_\_  
Maegan Peton, City Clerk

*The next Regular Meeting of the Lindsay City Council is scheduled to be held on **August 13, 2024.***



# STAFF REPORT

TO: Lindsay City Council  
MEETING DATE: August 13, 2024

Item #: 16.3  
Consent

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**DEPARTMENT:** Finance  
**FROM:** Lacy Meneses, Finance Director  
**AGENDA TITLE:** Warrant List for July 1, 2024, Through August 4, 2024

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## ACTION & RECOMMENDATION

Accept the Warrant List for transactions dated July 1, 2024, Through August 4, 2024.

## BACKGROUND | ANALYSIS


The warrant list for July 1, 2024, Through August 4, 2024, is submitted for Council review and acceptance.

## FISCAL IMPACT

There is no fiscal impact associated with this action.

## ATTACHMENTS

1. Warrant List

Reviewed/Approved: 

CITY OF LINDSAY | WARRANT LIST  
TRANSACTION DATES:

7/1/2024 THROUGH 8/4/2024

Check#	Fund	Date	Vendor #	Vendor Name	Description	Amount
<b>26299</b>						<b>\$250.00</b>
	101 - GENERAL FUND	07/19/24	6604	HIPOLITO CERROS	JULY COUNCIL STIPEN	250
<b>26300</b>						<b>\$250.00</b>
	101 - GENERAL FUND	07/19/24	4873	MISTY VILLARREAL	JULY COUNCIL STIPEN	250
<b>26301</b>						<b>\$300.00</b>
	101 - GENERAL FUND	07/19/24	6602	RAMIRO SERNA	MAYOR-JULY STIPEND	300
<b>26302</b>						<b>\$250.00</b>
	101 - GENERAL FUND	07/19/24	5511	ROSAENA SANCHEZ	JULY COUNCIL STIPEN	250
<b>26303</b>						<b>\$275.00</b>
	101 - GENERAL FUND	07/19/24	4068	YOLANDA FLORES	MAYOR PRO TEM STIPE	275
<b>26304</b>						<b>\$716.10</b>
	400 - WELLNESS CENTER	07/23/24	3023	AAA SECURITY, INC.	6/16-6/30 GUARD SVC	716.1
<b>26305</b>						<b>\$3,513.00</b>
	101 - GENERAL FUND	07/23/24	6504	ADVENTIST HEALTH TO	JUNE TOXICOLOGY SVC	3513
<b>26306</b>						<b>\$1,078.12</b>
	101 - GENERAL FUND	07/23/24	007	AG IRRIGATION SALES	12' VALVE BOX & COV	138.21
	101 - GENERAL FUND	07/23/24	007	AG IRRIGATION SALES	ADS SPK HUNTER,PUMP	133.08
	101 - GENERAL FUND	07/23/24	007	AG IRRIGATION SALES	AIR VENT,TEFLON TAP	123.02
	101 - GENERAL FUND	07/23/24	007	AG IRRIGATION SALES	CAP SCH40,PRIMER,GL	59.27
	101 - GENERAL FUND	07/23/24	007	AG IRRIGATION SALES	COUPLING,HOT GLUE,P	148.86
	101 - GENERAL FUND	07/23/24	007	AG IRRIGATION SALES	JUMBO BOX&COVER,TAP	63.92
	101 - GENERAL FUND	07/23/24	007	AG IRRIGATION SALES	MARLEX ST ELL,HOT G	21.58
	101 - GENERAL FUND	07/23/24	007	AG IRRIGATION SALES	PVC PIPES, BALL VAL	120.57
	101 - GENERAL FUND	07/23/24	007	AG IRRIGATION SALES	PVC PIPES,COUPLINGS	187.37
	400 - WELLNESS CENTER	07/23/24	007	AG IRRIGATION SALES	BOX COVER,ROUND COV	33.26
	552 - WATER	07/23/24	007	AG IRRIGATION SALES	COMP. COUP.,PVC PIP	48.98
<b>26307</b>						<b>\$407.54</b>
	552 - WATER	07/23/24	400	AGRI-HOME	FIX STARTER-PUMP	205.05
	552 - WATER	07/23/24	400	AGRI-HOME	ROPE,AIR FILTER,GRI	202.49
<b>26308</b>						<b>\$30.00</b>
	101 - GENERAL FUND	07/23/24	6362	AMERICAN BUSINESS M	CC#18214 TONER	15
	101 - GENERAL FUND	07/23/24	6362	AMERICAN BUSINESS M	CS#15842-01 TONERS	15
<b>26309</b>						<b>\$471.66</b>
	553 - SEWER	07/23/24	3898	AMERICAN INCORPORAT	WWTP-AC REPAIRS	471.66
<b>26310</b>						<b>\$200.00</b>
	400 - WELLNESS CENTER	07/23/24	6950	ANA CARRETERO	JUNE ZUMBA CLASSES	200
<b>26311</b>						<b>\$75.00</b>
	400 - WELLNESS CENTER	07/23/24	6097	ANGELICA BERMUDEZ	MAY&JUNE ZUMBA CLAS	75
<b>26312</b>						<b>\$175.00</b>
	400 - WELLNESS CENTER	07/23/24	5819	ANITA GUTIERREZ	JUNE ZUMBA CLASSES	175
<b>26313</b>						<b>\$9,373.51</b>
	552 - WATER	07/23/24	6630	AQUA-METRIC SALES,	WATER METERS	9373.51
<b>26314</b>						<b>\$157.64</b>
	101 - GENERAL FUND	07/23/24	5457	AUTO ZONE COMMERCIA	DIESEL EXHAUST FLUI	23.2
	552 - WATER	07/23/24	5457	AUTO ZONE COMMERCIA	MOTOR OIL,AIR FILTE	48.58
	553 - SEWER	07/23/24	5457	AUTO ZONE COMMERCIA	GREASE GUN	37.29
	553 - SEWER	07/23/24	5457	AUTO ZONE COMMERCIA	MOTOR OIL,AIR FILTE	48.57
<b>26315</b>						<b>\$4,188.75</b>
	552 - WATER	07/23/24	051	BSK	CRYPTO & GIARDIA	1010
	552 - WATER	07/23/24	051	BSK	DRINKING WATER-BACT	1686.25
	553 - SEWER	07/23/24	051	BSK	WASTE WATER,EFFLUEN	936.25
	556 - VITA-PAKT	07/23/24	051	BSK	VITA-PAKT-WASTE WAT	556.25
<b>26316</b>						<b>\$385.00</b>
	101 - GENERAL FUND	07/23/24	7131	BUCHALTER	MATTER:C4096-3 (ERM	385
<b>26317</b>						<b>\$497.51</b>
	101 - GENERAL FUND	07/23/24	6351	CANON FINANCIAL SER	CC-#3FW01164 JUNE	497.51
<b>26318</b>						<b>\$256.13</b>
	101 - GENERAL FUND	07/23/24	3271	CASCADE FIRE EQUIPM	IZONE HOSE HOOK	256.13
<b>26319</b>						<b>\$5,050.00</b>
	261 - GAS TAX FUND	07/23/24	1702	SCA OF CA, LLC	JUNE STREET SWEEPIN	5050
<b>26322</b>						<b>\$2,085.75</b>
	101 - GENERAL FUND	07/23/24	5832	CINTAS CORPORATION	ZFOLD DSP, RFL PAPE	128.35
	101 - GENERAL FUND	07/23/24	5832	CINTAS CORPORATION	SIG DUALTP RFL PAPE	34.93
	101 - GENERAL FUND	07/23/24	5832	CINTAS CORPORATION	SIG ZFOLD RFL PAPER	15.33
	101 - GENERAL FUND	07/23/24	5832	CINTAS CORPORATION	UNIFORMS,CLEAN CHEM	48.25
	101 - GENERAL FUND	07/23/24	5832	CINTAS CORPORATION	UNIFORMS,RR DISNFT	93.23
	101 - GENERAL FUND	07/23/24	5832	CINTAS CORPORATION	UNIFORMS,TP,RR DISN	46.67
	101 - GENERAL FUND	07/23/24	5832	CINTAS CORPORATION	SIG DUALTP RFL PAPE	34.93
	101 - GENERAL FUND	07/23/24	5832	CINTAS CORPORATION	SIG ZFOLD RFL PAPER	15.33
	101 - GENERAL FUND	07/23/24	5832	CINTAS CORPORATION	UNIFORMS,CLEAN CHEM	48.25
	101 - GENERAL FUND	07/23/24	5832	CINTAS CORPORATION	UNIFORMS,RR DISNFT	93.23
	101 - GENERAL FUND	07/23/24	5832	CINTAS CORPORATION	UNIFORMS,TP,RR DISN	46.67
	101 - GENERAL FUND	07/23/24	5832	CINTAS CORPORATION	SIG DUALTP RFL PAPE	34.93
	101 - GENERAL FUND	07/23/24	5832	CINTAS CORPORATION	SIG ZFOLD RFL PAPER	15.33
	101 - GENERAL FUND	07/23/24	5832	CINTAS CORPORATION	UNIFORMS,CLEAN CHEM	48.24
	101 - GENERAL FUND	07/23/24	5832	CINTAS CORPORATION	UNIFORMS,RR DISNFT	93.21

101 - GENERAL FUND	07/23/24	5832	CINTAS CORPORATION	UNIFORMS,TP,RR DISN	46.66
400 - WELLNESS CENTER	07/23/24	5832	CINTAS CORPORATION	MATS,CLEANING CHEM.	144.37
400 - WELLNESS CENTER	07/23/24	5832	CINTAS CORPORATION	SIG DUALTP RFL PAPE	144.37
552 - WATER	07/23/24	5832	CINTAS CORPORATION	SIG DUALTP RFL PAPE	34.93
552 - WATER	07/23/24	5832	CINTAS CORPORATION	SIG ZFOLD RFL PAPER	15.33
552 - WATER	07/23/24	5832	CINTAS CORPORATION	UNIFORMS,CLEAN CHEM	48.24
552 - WATER	07/23/24	5832	CINTAS CORPORATION	UNIFORMS,RR DISNFCT	93.21
552 - WATER	07/23/24	5832	CINTAS CORPORATION	UNIFORMS,TP,RR DISN	46.66
553 - SEWER	07/23/24	5832	CINTAS CORPORATION	SIG DUALTP RFL PAPE	34.93
553 - SEWER	07/23/24	5832	CINTAS CORPORATION	SIG ZFOLD RFL PAPER	15.33
553 - SEWER	07/23/24	5832	CINTAS CORPORATION	UNIFORMS,CLEAN CHEM	48.24
553 - SEWER	07/23/24	5832	CINTAS CORPORATION	UNIFORMS,RR DISNFCT	93.21
553 - SEWER	07/23/24	5832	CINTAS CORPORATION	UNIFORMS,TP,RR DISN	46.66
554 - REFUSE	07/23/24	5832	CINTAS CORPORATION	SIG DUALTP RFL PAPE	34.93
554 - REFUSE	07/23/24	5832	CINTAS CORPORATION	SIG ZFOLD RFL PAPER	15.33
554 - REFUSE	07/23/24	5832	CINTAS CORPORATION	UNIFORMS,CLEAN CHEM	48.24
554 - REFUSE	07/23/24	5832	CINTAS CORPORATION	UNIFORMS,RR DISNFCT	93.21
554 - REFUSE	07/23/24	5832	CINTAS CORPORATION	UNIFORMS,TP,RR DISN	46.66
556 - VITA-PAKT	07/23/24	5832	CINTAS CORPORATION	SIG DUALTP RFL PAPE	34.92
556 - VITA-PAKT	07/23/24	5832	CINTAS CORPORATION	SIG ZFOLD RFL PAPER	15.33
556 - VITA-PAKT	07/23/24	5832	CINTAS CORPORATION	UNIFORMS,CLEAN CHEM	48.24
556 - VITA-PAKT	07/23/24	5832	CINTAS CORPORATION	UNIFORMS,RR DISNFCT	93.21
556 - VITA-PAKT	07/23/24	5832	CINTAS CORPORATION	UNIFORMS,TP,RR DISN	46.66
<b>26323</b>					<b>\$650.00</b>
101 - GENERAL FUND	07/23/24	279	CITY OF PORTERVILLE	ANIMAL SERVICES	650
<b>26324</b>					<b>\$4,250.00</b>
400 - WELLNESS CENTER	07/23/24	6090	CLEAN CUT LANDSCAPE	WC-JUNE LANDSCAPE S	975
883 - SIERRA VIEW ASSESSMENT	07/23/24	6090	CLEAN CUT LANDSCAPE	SIERRA VIEW ESTATES	1298
884 - HERITAGE ASSESSMENT DIST	07/23/24	6090	CLEAN CUT LANDSCAPE	HERITAGE PARK-LDSCP	315
886 - SAMOA	07/23/24	6090	CLEAN CUT LANDSCAPE	SAMOA TOWNHOMES-LDS	154
887 - SWEETBRIER TOWNHOUSES	07/23/24	6090	CLEAN CUT LANDSCAPE	SWEETBRIER/HERMOS T	546
888 - PARKSIDE	07/23/24	6090	CLEAN CUT LANDSCAPE	PARKSIDE ESTATE-LDS	225
889 - SIERRA VISTA ASSESSMENT	07/23/24	6090	CLEAN CUT LANDSCAPE	SIERRA VISTA ESTATE	97
890 - MAPLE VALLEY ASSESSMENT	07/23/24	6090	CLEAN CUT LANDSCAPE	MAPLE VALLEY-LDSCP	55
891 - PELOUS RANCH	07/23/24	6090	CLEAN CUT LANDSCAPE	PELOUS RANCH-LDSCP	585
<b>26325</b>					<b>\$285.00</b>
552 - WATER	07/23/24	6672	COLBY'S TIRE,TOWING	BACKHOE-TIRE REMOUN	285
<b>26326</b>					<b>\$1,845.00</b>
552 - WATER	07/23/24	6634	CORRPRO COMPANIES,	INSPECT RES. TANKS	1845
<b>26327</b>					<b>\$614.13</b>
779 - 00-HOME-0487	07/23/24	2578	JORGE CORTEZ	REFUND SURPLUS IMPO	614.13
<b>26328</b>					<b>\$345.25</b>
101 - GENERAL FUND	07/23/24	102	CULLIGAN	HR#53249 251 E HONO	10.5
101 - GENERAL FUND	07/23/24	102	CULLIGAN	CM#53249 251 E HONO	10.5
101 - GENERAL FUND	07/23/24	102	CULLIGAN	CC&FD#53249 251 E H	37.5
101 - GENERAL FUND	07/23/24	102	CULLIGAN	185 N GALE HILL	156
101 - GENERAL FUND	07/23/24	102	CULLIGAN	150 N MIRAGE	45
400 - WELLNESS CENTER	07/23/24	102	CULLIGAN	WC-860 N SEQUOIA	39
553 - SEWER	07/23/24	102	CULLIGAN	23611 RD 196	46.75
<b>26329</b>					<b>\$3,111.86</b>
552 - WATER	07/23/24	6761	DENNIS R. KELLER CI	WATER MANAGE&TESTIN	3111.86
<b>26330</b>					<b>\$175.00</b>
101 - GENERAL FUND	07/23/24	316	DEPT OF JUSTICE	JUNE ALCOHOL ANALYS	175
<b>26331</b>					<b>\$680.85</b>
781 - CAL HOME RLF	07/23/24	2540	DEPT.OF HOUSING & C	CALHOME6/30/24 TO H	680.85
<b>26332</b>					<b>\$570.97</b>
700 - CDBG REVOLVING LN FUND	07/23/24	2540	DEPT.OF HOUSING & C	CDBG 6/30/24 TO HCD	570.97
<b>26333</b>					<b>\$6,080.44</b>
720 - HOME REVOLVING LN FUND	07/23/24	2540	DEPT.OF HOUSING & C	HOME 6/30/24 TO HCD	6080.44
<b>26334</b>					<b>\$239.11</b>
101 - GENERAL FUND	07/23/24	5596	DIVISON OF THE STAT	CASP QTR 2024-2	797.05
101 - GENERAL FUND	07/23/24	5596	DIVISON OF THE STAT	CASP QTR 2024-2	-557.94
<b>26335</b>					<b>\$5,163.71</b>
553 - SEWER	07/23/24	5978	DOMINO SOLAR LTD	JB-9325693-00 JUNE	5163.71
<b>26336</b>					<b>\$66.34</b>
552 - WATER	07/23/24	119	DOUG DELEO WELDING	REPAIR SUCTION HOSE	66.34
<b>26337</b>					<b>\$425.00</b>
400 - WELLNESS CENTER	07/23/24	6973	ELIZABETH GUND	JUNE RESET&REWIND Y	425
<b>26338</b>					<b>\$650.00</b>
101 - GENERAL FUND	07/23/24	3663	FAILSAFE TESTING	RE-INSPECT APPAR T-	650
<b>26339</b>					<b>\$133.67</b>
101 - GENERAL FUND	07/23/24	3218	FARMERS TRACTOR & E	BELT,V DRIVE,OIL FI	133.67
<b>26340</b>					<b>\$423.28</b>
400 - WELLNESS CENTER	07/23/24	4807	FITGUARD INC.	WC-INSPECT ALL UNIT	423.28
<b>26341</b>					<b>\$1,232.88</b>
101 - GENERAL FUND	07/23/24	7115	FLOCK SAFETY	FLOCK SAFETY FALCON	1232.88
<b>26342</b>					<b>\$264.00</b>
101 - GENERAL FUND	07/23/24	1450	FRESNO OXYGEN & WEL	D,E,SML,MED CYLINDE	264
<b>26343</b>					<b>\$1,495.17</b>
101 - GENERAL FUND	07/23/24	6010	FRONTIER COMMUNICAT	209-151-2650	21.62

101 - GENERAL FUND	07/23/24	6010	FRONTIER COMMUNICAT	209-151-2652	43.23
101 - GENERAL FUND	07/23/24	6010	FRONTIER COMMUNICAT	209-151-2656	43.23
101 - GENERAL FUND	07/23/24	6010	FRONTIER COMMUNICAT	209-151-2662	57.17
101 - GENERAL FUND	07/23/24	6010	FRONTIER COMMUNICAT	562-2512	187.88
101 - GENERAL FUND	07/23/24	6010	FRONTIER COMMUNICAT	209-151-2650	21.62
101 - GENERAL FUND	07/23/24	6010	FRONTIER COMMUNICAT	209-042-9309	1.99
552 - WATER	07/23/24	6010	FRONTIER COMMUNICAT	209-150-2936	78.68
552 - WATER	07/23/24	6010	FRONTIER COMMUNICAT	209-151-2650	21.62
552 - WATER	07/23/24	6010	FRONTIER COMMUNICAT	562-1552	133.05
552 - WATER	07/23/24	6010	FRONTIER COMMUNICAT	562-7131	166.01
553 - SEWER	07/23/24	6010	FRONTIER COMMUNICAT	209-150-3621	113.15
553 - SEWER	07/23/24	6010	FRONTIER COMMUNICAT	209-151-2650	21.61
553 - SEWER	07/23/24	6010	FRONTIER COMMUNICAT	209-151-2654	43.23
553 - SEWER	07/23/24	6010	FRONTIER COMMUNICAT	209-151-2655	43.23
553 - SEWER	07/23/24	6010	FRONTIER COMMUNICAT	559-562-6317	109.43
553 - SEWER	07/23/24	6010	FRONTIER COMMUNICAT	562-7132	388.42
<b>26344</b>					<b>\$104.40</b>
101 - GENERAL FUND	07/23/24	148	GOMEZ AUTO & SMOG	LIC1606856-OIL CHAN	104.4
<b>26345</b>					<b>\$29,654.40</b>
101 - GENERAL FUND	07/23/24	5647	GRISWOLD,LASALLE,CO	MATTER:#22752.003	4400
101 - GENERAL FUND	07/23/24	5647	GRISWOLD,LASALLE,CO	MATTER:#22752.004	120
101 - GENERAL FUND	07/23/24	5647	GRISWOLD,LASALLE,CO	MATTER:#22752.006	556.67
101 - GENERAL FUND	07/23/24	5647	GRISWOLD,LASALLE,CO	MATTER:#22752.007	680
101 - GENERAL FUND	07/23/24	5647	GRISWOLD,LASALLE,CO	MATTER:#22752.009	840
101 - GENERAL FUND	07/23/24	5647	GRISWOLD,LASALLE,CO	MATTER:#22752.012	2286.55
101 - GENERAL FUND	07/23/24	5647	GRISWOLD,LASALLE,CO	MATTER:#22752.116	4256.38
101 - GENERAL FUND	07/23/24	5647	GRISWOLD,LASALLE,CO	MATTER:#22752.117	16514.8
<b>26346</b>					<b>\$600.00</b>
553 - SEWER	07/23/24	180	INGRAM EQUIPMENT CO	FOOTHILL LIFT STATI	600
<b>26347</b>					<b>\$1,150.00</b>
101 - GENERAL FUND	07/23/24	6346	JEFF PFEIFFER	JUNE-HARVARD PARK	500
101 - GENERAL FUND	07/23/24	6346	JEFF PFEIFFER	JUNE-OLIVE BOWL	225
101 - GENERAL FUND	07/23/24	6346	JEFF PFEIFFER	JUNE-SQUIRREL TREAT	425
<b>26348</b>					<b>\$876.28</b>
779 - 00-HOME-0487	07/23/24	3462	JOSE DE JESUS HERNA	REFUND SURPLUS IMPO	876.28
<b>26349</b>					<b>\$590.53</b>
779 - 00-HOME-0487	07/23/24	3318	JUDITH MOOR	REFUND SURPLUS IMPO	590.53
<b>26350</b>					<b>\$6,044.00</b>
101 - GENERAL FUND	07/23/24	4076	LIEBERT CASSIDY WHI	MATTER:LI012-00001M	4304
101 - GENERAL FUND	07/23/24	4076	LIEBERT CASSIDY WHI	MATTER:LI012-00008M	1740
<b>26351</b>					<b>\$320.00</b>
101 - GENERAL FUND	07/23/24	6425	LINDSAY TIRE & AUTO	TRUCK#78-TIRE REPAI	40
101 - GENERAL FUND	07/23/24	6425	LINDSAY TIRE & AUTO	LIC1361763-FLAT REP	40
101 - GENERAL FUND	07/23/24	6425	LINDSAY TIRE & AUTO	TRAILER SPARE TIRE	70
552 - WATER	07/23/24	6425	LINDSAY TIRE & AUTO	LIC#1400808-ALIGNME	80
552 - WATER	07/23/24	6425	LINDSAY TIRE & AUTO	TRAILER SPARE TIRE	70
552 - WATER	07/23/24	6425	LINDSAY TIRE & AUTO	TRUCK#28-TIRE REPAI	20
<b>26352</b>					<b>\$210.00</b>
101 - GENERAL FUND	07/23/24	5424	LINDSAY VETERINARY	6/28/24 ANIMAL SVCS	70
101 - GENERAL FUND	07/23/24	5424	LINDSAY VETERINARY	7/2/24 ANIMAL SERVI	140
<b>26353</b>					<b>\$125.00</b>
400 - WELLNESS CENTER	07/23/24	6599	MARIA EDWARDS	JUNE ZUMBA CLASSES	125
<b>26354</b>					<b>\$100.00</b>
400 - WELLNESS CENTER	07/23/24	7252	MAY BUELNA	REFUND RENTAL DEPOS	100
<b>26355</b>					<b>\$17,636.50</b>
600 - CAPITAL IMPROVEMENT	07/23/24	6639	MOORE IACOFANO GOLT	OLIVE BOWL AAS#2	17636.5
<b>26356</b>					<b>\$12,633.60</b>
552 - WATER	07/23/24	1991	NTU TECHNOLOGIES, I	WTP-POLYMER 926	12633.6
<b>26357</b>					<b>\$162.17</b>
101 - GENERAL FUND	07/23/24	7242	ODP BUSINESS SOLUTI	LOCKED DEPOSIT BAGS	40.55
101 - GENERAL FUND	07/23/24	7242	ODP BUSINESS SOLUTI	LOCKED DEPOSIT BAGS	40.54
101 - GENERAL FUND	07/23/24	7242	ODP BUSINESS SOLUTI	LOCKED DEPOSIT BAGS	40.54
400 - WELLNESS CENTER	07/23/24	7242	ODP BUSINESS SOLUTI	LOCKED DEPOSIT BAGS	40.54
<b>26358</b>					<b>\$1,613.71</b>
400 - WELLNESS CENTER	07/23/24	7044	ORIGINAL WATERMEN I	GUARD UNIFORMS,WHIS	1613.71
<b>26359</b>					<b>\$200.00</b>
400 - WELLNESS CENTER	07/23/24	7254	PATRIZIA SANCHEZ	REFUND DUP. DEPOSIT	100
400 - WELLNESS CENTER	07/23/24	7254	PATRIZIA SANCHEZ	REFUND RENTAL DEPOS	100
<b>26360</b>					<b>\$646.08</b>
101 - GENERAL FUND	07/23/24	276	PORTERVILLE RECORDE	BUDGET	145.31
101 - GENERAL FUND	07/23/24	276	PORTERVILLE RECORDE	REFUSE LEVY ENGLISH	239.11
101 - GENERAL FUND	07/23/24	276	PORTERVILLE RECORDE	REFUSE LEVY SPANISH	261.66
<b>26361</b>					<b>\$10,710.33</b>
101 - GENERAL FUND	07/23/24	6991	PREMIER ACCESS INSU	CURTIS-COBRA APRIL	64.78
101 - GENERAL FUND	07/23/24	6991	PREMIER ACCESS INSU	CURTIS-COBRA JUNE D	64.78
101 - GENERAL FUND	07/23/24	6991	PREMIER ACCESS INSU	CURTIS-COBRA MAY DE	64.78
101 - GENERAL FUND	07/23/24	6991	PREMIER ACCESS INSU	APRIL 2024 DENTAL P	3599.19
101 - GENERAL FUND	07/23/24	6991	PREMIER ACCESS INSU	JUNE 2024 DENTAL PL	3604.24
101 - GENERAL FUND	07/23/24	6991	PREMIER ACCESS INSU	MAY 2024 DENTAL PLA	3312.56
<b>26362</b>					<b>\$14,470.60</b>

552 - WATER	07/23/24	4618	PROVOST & PRITCHARD	ANNUAL WATER SHORTA	78.6
553 - SEWER	07/23/24	4618	PROVOST & PRITCHARD	GWM&R EAST PONDS	376
556 - VITA-PAKT	07/23/24	4618	PROVOST & PRITCHARD	VITA-PAKT CONSULT S	256
600 - CAPITAL IMPROVEMENT	07/23/24	4618	PROVOST & PRITCHARD	TULARE RD & FOOTHIL	2398
600 - CAPITAL IMPROVEMENT	07/23/24	4618	PROVOST & PRITCHARD	VARIOUS RD IMPROVEM	11362
<b>26364</b>					<b>\$86,791.94</b>
101 - GENERAL FUND	07/23/24	399	QUAD KNOPF,INC.	GEN PLANNING SERVIC	5895.3
101 - GENERAL FUND	07/23/24	399	QUAD KNOPF,INC.	TRAVEL CENTER CUP T	2272
101 - GENERAL FUND	07/23/24	399	QUAD KNOPF,INC.	VITA-PAKT ANNX ZC	56.8
101 - GENERAL FUND	07/23/24	399	QUAD KNOPF,INC.	1001 FRESNO FINAL M	111.1
101 - GENERAL FUND	07/23/24	399	QUAD KNOPF,INC.	1001 FRESNO IMP. PL	1364.3
101 - GENERAL FUND	07/23/24	399	QUAD KNOPF,INC.	928 FRESNO ST TPM/F	152.9
101 - GENERAL FUND	07/23/24	399	QUAD KNOPF,INC.	C.S.&ADMIN ASSISTAN	5800.93
101 - GENERAL FUND	07/23/24	399	QUAD KNOPF,INC.	CLONE ESTATES	726.8
101 - GENERAL FUND	07/23/24	399	QUAD KNOPF,INC.	FINAL PARCEL MAP	3493.3
101 - GENERAL FUND	07/23/24	399	QUAD KNOPF,INC.	FINAL SUBDIVISION M	4005.8
101 - GENERAL FUND	07/23/24	399	QUAD KNOPF,INC.	GEN ENGINEERING SVC	3568.95
101 - GENERAL FUND	07/23/24	399	QUAD KNOPF,INC.	HERMOSA SITE PLAN R	684.4
101 - GENERAL FUND	07/23/24	399	QUAD KNOPF,INC.	HIDDEN OAKS-TRACT M	3360.5
101 - GENERAL FUND	07/23/24	399	QUAD KNOPF,INC.	LANDSCAPE PLAN	27.5
101 - GENERAL FUND	07/23/24	399	QUAD KNOPF,INC.	O'HARA SUBD. IMP. P	1837.4
101 - GENERAL FUND	07/23/24	399	QUAD KNOPF,INC.	O'HARA SUBDIVISION	2476.7
101 - GENERAL FUND	07/23/24	399	QUAD KNOPF,INC.	SITE PLAN REVIEW	135.2
101 - GENERAL FUND	07/23/24	399	QUAD KNOPF,INC.	TRAVEL CENTER/GAS S	716.2
101 - GENERAL FUND	07/23/24	399	QUAD KNOPF,INC.	C.S.&ADMIN ASSISTAN	3023.9
101 - GENERAL FUND	07/23/24	399	QUAD KNOPF,INC.	C.S.&ADMIN ASSISTAN	452.87
552 - WATER	07/23/24	399	QUAD KNOPF,INC.	C.S.&ADMIN ASSISTAN	318.8
552 - WATER	07/23/24	399	QUAD KNOPF,INC.	GEN ENGINEERING SVC	2437.85
553 - SEWER	07/23/24	399	QUAD KNOPF,INC.	C.S.&ADMIN ASSISTAN	1912.82
553 - SEWER	07/23/24	399	QUAD KNOPF,INC.	WWTF REPORT OF WAST	7280
553 - SEWER	07/23/24	399	QUAD KNOPF,INC.	WWTF REPORT WASTE D	12600
554 - REFUSE	07/23/24	399	QUAD KNOPF,INC.	C.S.&ADMIN ASSISTAN	1594.02
556 - VITA-PAKT	07/23/24	399	QUAD KNOPF,INC.	C.S.&ADMIN ASSISTAN	212.54
600 - CAPITAL IMPROVEMENT	07/23/24	399	QUAD KNOPF,INC.	CONSTRUCTION MANAGE	349
600 - CAPITAL IMPROVEMENT	07/23/24	399	QUAD KNOPF,INC.	HERMOSA/WESTWOOD RO	2372.54
600 - CAPITAL IMPROVEMENT	07/23/24	399	QUAD KNOPF,INC.	LINDA VISTA LOOP&VA	13050
600 - CAPITAL IMPROVEMENT	07/23/24	399	QUAD KNOPF,INC.	TULARE/FOOTHILL R.O	663.9
600 - CAPITAL IMPROVEMENT	07/23/24	399	QUAD KNOPF,INC.	C.S.&ADMIN ASSISTAN	437.07
883 - SIERRA VIEW ASSESSMENT	07/23/24	399	QUAD KNOPF,INC.	C.S.&ADMIN ASSISTAN	531.34
884 - HERITAGE ASSESSMENT DIST	07/23/24	399	QUAD KNOPF,INC.	C.S.&ADMIN ASSISTAN	478.2
886 - SAMOA	07/23/24	399	QUAD KNOPF,INC.	C.S.&ADMIN ASSISTAN	265.67
887 - SWEETBRIER TOWNHOUSES	07/23/24	399	QUAD KNOPF,INC.	C.S.&ADMIN ASSISTAN	265.67
888 - PARKSIDE	07/23/24	399	QUAD KNOPF,INC.	C.S.&ADMIN ASSISTAN	318.8
889 - SIERRA VISTA ASSESSMENT	07/23/24	399	QUAD KNOPF,INC.	C.S.&ADMIN ASSISTAN	478.2
890 - MAPLE VALLEY ASSESSMENT	07/23/24	399	QUAD KNOPF,INC.	C.S.&ADMIN ASSISTAN	478.2
891 - PELOUS RANCH	07/23/24	399	QUAD KNOPF,INC.	C.S.&ADMIN ASSISTAN	584.47
<b>26365</b>					<b>\$1,477.58</b>
101 - GENERAL FUND	07/23/24	285	QUILL CORPORATION	CALCULATOR	124.59
101 - GENERAL FUND	07/23/24	285	QUILL CORPORATION	MONITOR FILTER	109.83
101 - GENERAL FUND	07/23/24	285	QUILL CORPORATION	CHAIRS	355.72
101 - GENERAL FUND	07/23/24	285	QUILL CORPORATION	TAPE,BATTERIES,BIND	309.59
101 - GENERAL FUND	07/23/24	285	QUILL CORPORATION	STAPLES	6.27
101 - GENERAL FUND	07/23/24	285	QUILL CORPORATION	TRASH BAGS	571.58
<b>26366</b>					<b>\$6,500.00</b>
552 - WATER	07/23/24	6095	RALPH GUTIERREZ WAT	JUNE CPO WATER TREA	3250
553 - SEWER	07/23/24	6095	RALPH GUTIERREZ WAT	JUNE CPO SEWER TREA	3250
<b>26367</b>					<b>\$1,350.00</b>
400 - WELLNESS CENTER	07/23/24	3622	RLH FIRE PROTECTION	WC-REPLACED 2 TAMPE	1350
<b>26368</b>					<b>\$275.00</b>
101 - GENERAL FUND	07/23/24	7143	SEQUOIA HEALTH CARE	MAY 2024 CLAIMS	275
<b>26369</b>					<b>\$325.00</b>
400 - WELLNESS CENTER	07/23/24	3208	SHANNON PATTERSON	JUNE AQUA CLASSES	125
400 - WELLNESS CENTER	07/23/24	3208	SHANNON PATTERSON	JUNE STRENGTH&BALAN	200
<b>26370</b>					<b>\$7,682.29</b>
101 - GENERAL FUND	07/23/24	3054	SHERWIN-WILLIAMS CO	VIN#5957-BUNGEEES	4.63
261 - GAS TAX FUND	07/23/24	3054	SHERWIN-WILLIAMS CO	MISTINT-STREET/BEAD	382.38
261 - GAS TAX FUND	07/23/24	3054	SHERWIN-WILLIAMS CO	SC-6 PLUS TIP GUARD	61.87
261 - GAS TAX FUND	07/23/24	3054	SHERWIN-WILLIAMS CO	STREET/GMAX STRIPIN	3797.5
261 - GAS TAX FUND	07/23/24	3054	SHERWIN-WILLIAMS CO	STREET/WHITE PAINT	1485.8
261 - GAS TAX FUND	07/23/24	3054	SHERWIN-WILLIAMS CO	STREETS/YELLOW PAIN	1950.11
<b>26371</b>					<b>\$323.62</b>
101 - GENERAL FUND	07/23/24	1776	SMART & FINAL	HARVARD PARK-RE-OPE	214.71
400 - WELLNESS CENTER	07/23/24	1776	SMART & FINAL	OTTER POPS,WATERS	108.91
<b>26373</b>					<b>\$48,932.65</b>
101 - GENERAL FUND	07/23/24	310	SOUTHERN CA. EDISON	600001505934-LATE F	219.93
101 - GENERAL FUND	07/23/24	310	SOUTHERN CA. EDISON	600001505934	1677.87
101 - GENERAL FUND	07/23/24	310	SOUTHERN CA. EDISON	600001505934	2032.56
101 - GENERAL FUND	07/23/24	310	SOUTHERN CA. EDISON	600001505934	44.59
101 - GENERAL FUND	07/23/24	310	SOUTHERN CA. EDISON	600001505934	1469.88
261 - GAS TAX FUND	07/23/24	310	SOUTHERN CA. EDISON	108 HERMOSA PED.	97.73



261 - GAS TAX FUND	07/23/24	310	SOUTHERN CA. EDISON	108 W HERMOSA LS3	28.43
261 - GAS TAX FUND	07/23/24	310	SOUTHERN CA. EDISON	113 W HICKORY	42.07
261 - GAS TAX FUND	07/23/24	310	SOUTHERN CA. EDISON	135 W HONOLULU LS3A	111.51
261 - GAS TAX FUND	07/23/24	310	SOUTHERN CA. EDISON	150 E HONOLULU LS3B	144.07
261 - GAS TAX FUND	07/23/24	310	SOUTHERN CA. EDISON	151 W HONOLULU LS3C	75.86
261 - GAS TAX FUND	07/23/24	310	SOUTHERN CA. EDISON	151 W SAMOA LS3D	85.12
261 - GAS TAX FUND	07/23/24	310	SOUTHERN CA. EDISON	157 N MIRAGE LED	51.21
261 - GAS TAX FUND	07/23/24	310	SOUTHERN CA. EDISON	269 N SWEETBRIER AV	55.25
261 - GAS TAX FUND	07/23/24	310	SOUTHERN CA. EDISON	600001505934	6456.1
552 - WATER	07/23/24	310	SOUTHERN CA. EDISON	600001505934	28289.06
553 - SEWER	07/23/24	310	SOUTHERN CA. EDISON	600001505934	591.4
553 - SEWER	07/23/24	310	SOUTHERN CA. EDISON	WWTP-23611 RD 196	5389.49
556 - VITA-PAKT	07/23/24	310	SOUTHERN CA. EDISON	600001505934	698.77
883 - SIERRA VIEW ASSESSMENT	07/23/24	310	SOUTHERN CA. EDISON	600001505934	286.26
884 - HERITAGE ASSESSMENT DIST	07/23/24	310	SOUTHERN CA. EDISON	600001505934	95.53
886 - SAMOA	07/23/24	310	SOUTHERN CA. EDISON	600001505934	41.08
887 - SWEETBRIER TOWNHOUSES	07/23/24	310	SOUTHERN CA. EDISON	600001505934	26.31
888 - PARKSIDE	07/23/24	310	SOUTHERN CA. EDISON	600001505934	95.28
889 - SIERRA VISTA ASSESSMENT	07/23/24	310	SOUTHERN CA. EDISON	600001505934	210.15
890 - MAPLE VALLEY ASSESSMENT	07/23/24	310	SOUTHERN CA. EDISON	600001505934	95.25
891 - PELOUS RANCH	07/23/24	310	SOUTHERN CA. EDISON	1250 PARKSIDE IRR.	14.98
891 - PELOUS RANCH	07/23/24	310	SOUTHERN CA. EDISON	600001505934	506.91
<b>26374</b>					<b>\$220.67</b>
101 - GENERAL FUND	07/23/24	6703	STERICYCLE INC	FD-JUNE SHRED IT SV	135.62
101 - GENERAL FUND	07/23/24	6703	STERICYCLE INC	PS-JUNE SHRED IT SV	85.05
<b>26375</b>					<b>\$910.00</b>
400 - WELLNESS CENTER	07/23/24	6812	SWANK MOTION PICTUR	DVD BARBIE MOVIE	455
400 - WELLNESS CENTER	07/23/24	6812	SWANK MOTION PICTUR	DVD BLUE BEETLE MOV	455
<b>26376</b>					<b>\$1,080.65</b>
101 - GENERAL FUND	07/23/24	144	THE GAS COMPANY	185 N GALE HILL	18.34
101 - GENERAL FUND	07/23/24	144	THE GAS COMPANY	140 N MIRAGE	16.73
101 - GENERAL FUND	07/23/24	144	THE GAS COMPANY	251 E HONOLULU	16.73
101 - GENERAL FUND	07/23/24	144	THE GAS COMPANY	139 N SWEETBRIER BB	18.34
400 - WELLNESS CENTER	07/23/24	144	THE GAS COMPANY	740 SEQUOIA POOL	959.79
400 - WELLNESS CENTER	07/23/24	144	THE GAS COMPANY	740 SEQUOIA-BLDG	50.72
<b>26377</b>					<b>\$287.00</b>
101 - GENERAL FUND	07/23/24	5792	THOMSON REUTERS - W	ONLINE/SOFTWARE CHR	287
<b>26378</b>					<b>\$79.92</b>
101 - GENERAL FUND	07/23/24	6413	TRANS UNION LLC	5/26/24-6/25/24 SVC	79.92
<b>26379</b>					<b>\$541.50</b>
400 - WELLNESS CENTER	07/23/24	1664	TU CO ENVIRONMENTAL	6/26/24 SWIMMING PO	541.5
<b>26380</b>					<b>\$3,444.48</b>
101 - GENERAL FUND	07/23/24	5747	USA STAFFING INC.	6/23/24 CS-ANITA G.	875.52
101 - GENERAL FUND	07/23/24	5747	USA STAFFING INC.	6/23/24 CS-JOSE V.	552.96
101 - GENERAL FUND	07/23/24	5747	USA STAFFING INC.	6/30/24 CS-ANITA G.	1094.4
101 - GENERAL FUND	07/23/24	5747	USA STAFFING INC.	6/30/24 CS-JOSE V.	921.6
<b>26381</b>					<b>\$2,598.85</b>
552 - WATER	07/23/24	5413	UNIVAR USA INC	LIQUICHLOR	2598.85
<b>26382</b>					<b>\$606.74</b>
101 - GENERAL FUND	07/23/24	356	USA BLUEBOOK	SIDE LOAD DESK TRAY	28.25
552 - WATER	07/23/24	356	USA BLUEBOOK	THERMAL PAPER,KIMWI	578.49
<b>26383</b>					<b>\$1,560.37</b>
101 - GENERAL FUND	07/23/24	1041	VERIZON WIRELESS	642065758-00001 JUN	125.67
101 - GENERAL FUND	07/23/24	1041	VERIZON WIRELESS	642065758-00004 JUN	1304.63
101 - GENERAL FUND	07/23/24	1041	VERIZON WIRELESS	642065758-00003 JUN	21.68
101 - GENERAL FUND	07/23/24	1041	VERIZON WIRELESS	642065758-00003 JUN	21.68
101 - GENERAL FUND	07/23/24	1041	VERIZON WIRELESS	642065758-00003 JUN	21.68
101 - GENERAL FUND	07/23/24	1041	VERIZON WIRELESS	642065758-00003 JUN	21.68
552 - WATER	07/23/24	1041	VERIZON WIRELESS	642065758-00003 JUN	21.68
553 - SEWER	07/23/24	1041	VERIZON WIRELESS	642065758-00003 JUN	21.68
554 - REFUSE	07/23/24	1041	VERIZON WIRELESS	642065758-00003 JUN	21.67
<b>26384</b>					<b>\$1,913.08</b>
101 - GENERAL FUND	07/23/24	368	VOLLMER EXCAVATION,	LOAD OF COLD MIX	1491.67
101 - GENERAL FUND	07/23/24	368	VOLLMER EXCAVATION,	LOAD OF SCREENED DG	421.41
<b>26385</b>					<b>\$80,655.24</b>
600 - CAPITAL IMPROVEMENT	07/23/24	7253	WESTSCAPES INC	ROUNABOUT LDSCP #1	84900.26
600 - CAPITAL IMPROVEMENT	07/23/24	7253	WESTSCAPES INC	ROUNABOUT-RETAINAG	-4245.02
<b>26386</b>					<b>\$866.13</b>
101 - GENERAL FUND	07/23/24	4068	YOLANDA FLORES	REFUND HOTEL FEE-NA	352.73
101 - GENERAL FUND	07/23/24	4068	YOLANDA FLORES	REFUND MILEAGE-NALE	459.4
101 - GENERAL FUND	07/23/24	4068	YOLANDA FLORES	REFUND PARKING-NALE	54
<b>26387</b>					<b>\$100.00</b>
400 - WELLNESS CENTER	07/23/24	5912	YVETTE DURAN	JUNE POUND CLASSES	100
<b>26388</b>					<b>\$100.00</b>
400 - WELLNESS CENTER	08/02/24	7257	CRYSTAL ANDRADE	REFUND RENTAL DEPOS	100
<b>26389</b>					<b>\$87.30</b>
101 - GENERAL FUND	08/02/24	1979	CALIFORNIA BUILDING	APR-JUN 2024 SB1473	97
101 - GENERAL FUND	08/02/24	1979	CALIFORNIA BUILDING	APR-JUN 2024 SB1473	-9.7
<b>26390</b>					<b>\$3,819.74</b>
101 - GENERAL FUND	08/02/24	6351	CANON FINANCIAL SER	HR-2UL13500 CLR USA	162.33
101 - GENERAL FUND	08/02/24	6351	CANON FINANCIAL SER	CM-2UL13336 CLR USA	2239.98

101 - GENERAL FUND	08/02/24	6351	CANON FINANCIAL SER	FD-2XK04886 CLR USA	221.14
101 - GENERAL FUND	08/02/24	6351	CANON FINANCIAL SER	PS-2XK04493 CLR USA	431.47
101 - GENERAL FUND	08/02/24	6351	CANON FINANCIAL SER	PS-4QV00754 CLR USA	220.93
101 - GENERAL FUND	08/02/24	6351	CANON FINANCIAL SER	CS-2YJ16699 CLR USA	361.35
400 - WELLNESS CENTER	08/02/24	6351	CANON FINANCIAL SER	WC-2UL13180 CLR USA	182.54
<b>26391</b>					<b>\$449.45</b>
101 - GENERAL FUND	08/02/24	5832	CINTAS CORPORATION	HERACLIO C. BOOTS	24.37
101 - GENERAL FUND	08/02/24	5832	CINTAS CORPORATION	HERACLIO C. BOOTS	24.37
101 - GENERAL FUND	08/02/24	5832	CINTAS CORPORATION	HERACLIO C. BOOTS	24.37
261 - GAS TAX FUND	08/02/24	5832	CINTAS CORPORATION	HERACLIO C. BOOTS	85.31
263 - TRANSPORTATION	08/02/24	5832	CINTAS CORPORATION	HERACLIO C. BOOTS	48.75
552 - WATER	08/02/24	5832	CINTAS CORPORATION	HERACLIO C. BOOTS	12.19
552 - WATER	08/02/24	5832	CINTAS CORPORATION	JONATHAN G. BOOTS	164.58
553 - SEWER	08/02/24	5832	CINTAS CORPORATION	HERACLIO C. BOOTS	12.18
553 - SEWER	08/02/24	5832	CINTAS CORPORATION	JONATHAN G. BOOTS	41.14
554 - REFUSE	08/02/24	5832	CINTAS CORPORATION	HERACLIO C. BOOTS	12.19
<b>26392</b>					<b>\$3,354.97</b>
101 - GENERAL FUND	08/02/24	4567	COUNTY OF TULARE IT	INSTALL RADIO&CODE	2570.97
101 - GENERAL FUND	08/02/24	4567	COUNTY OF TULARE IT	INSTALL&PROGRAM RAD	784
<b>26393</b>					<b>\$1,790.67</b>
552 - WATER	08/02/24	6761	DENNIS R. KELLER CI	WORK ON CCR, TO DDW	1790.67
<b>26394</b>					<b>\$185.31</b>
101 - GENERAL FUND	08/02/24	111	DEPT OF CONSERVATIO	APR-JUN 2024 SEISMI	-9.75
101 - GENERAL FUND	08/02/24	111	DEPT OF CONSERVATIO	APR-JUN SEISMIC COM	78.08
101 - GENERAL FUND	08/02/24	111	DEPT OF CONSERVATIO	APR-JUN SEISMIC RES	116.98
<b>26395</b>					<b>\$288.00</b>
101 - GENERAL FUND	08/02/24	316	DEPT OF JUSTICE	FINGERPRINTS/LIVE S	128
101 - GENERAL FUND	08/02/24	316	DEPT OF JUSTICE	FINGERPRINTS/LIVE S	160
<b>26396</b>					<b>\$706.13</b>
261 - GAS TAX FUND	08/02/24	113	DEPT OF TRANSPORTAT	APR-JUN 2024 SIGNAL	706.13
<b>26397</b>					<b>\$745.03</b>
101 - GENERAL FUND	08/02/24	1391	HOME DEPOT	10PK DAYLIGHT DELUX	109.21
101 - GENERAL FUND	08/02/24	1391	HOME DEPOT	CA LBR FEE,BROWN WW	48.21
101 - GENERAL FUND	08/02/24	1391	HOME DEPOT	TRIM LINE	109.09
552 - WATER	08/02/24	1391	HOME DEPOT	BTU WINDOW AIR	478.52
<b>26398</b>					<b>\$4,316.50</b>
101 - GENERAL FUND	08/02/24	4076	LIEBERT CASSIDY WHI	MATTER:LI012-00001J	3794.5
101 - GENERAL FUND	08/02/24	4076	LIEBERT CASSIDY WHI	MATTER:LI012-00008J	522
<b>26399</b>					<b>\$6,976.47</b>
400 - WELLNESS CENTER	08/02/24	5788	LINCOLN AQUATICS	BULK LIQUID CHLORIN	6150.63
400 - WELLNESS CENTER	08/02/24	5788	LINCOLN AQUATICS	MURIATIC ACID	825.84
<b>26402</b>					<b>\$990.28</b>
101 - GENERAL FUND	08/02/24	1422	LINDSAY TRUE VALUE	JUNE 2024 PUBLIC SA	32.61
101 - GENERAL FUND	08/02/24	1422	LINDSAY TRUE VALUE	JUNE 2024 BUILDING	8.69
101 - GENERAL FUND	08/02/24	1422	LINDSAY TRUE VALUE	JUNE 2024 CITY SERV	67.11
101 - GENERAL FUND	08/02/24	1422	LINDSAY TRUE VALUE	JUNE 2024 CITY YARD	23.08
101 - GENERAL FUND	08/02/24	1422	LINDSAY TRUE VALUE	JUNE 2024 GRAFFITI	101.03
101 - GENERAL FUND	08/02/24	1422	LINDSAY TRUE VALUE	JUNE 2024 HARVARD P	29.33
101 - GENERAL FUND	08/02/24	1422	LINDSAY TRUE VALUE	JUNE 2024 LANDSCAPI	77.58
101 - GENERAL FUND	08/02/24	1422	LINDSAY TRUE VALUE	JUNE 2024 PARKS	230.68
101 - GENERAL FUND	08/02/24	1422	LINDSAY TRUE VALUE	JUNE 2024 PUBLIC SA	46.71
552 - WATER	08/02/24	1422	LINDSAY TRUE VALUE	JUNE 2024 WATER	11.95
552 - WATER	08/02/24	1422	LINDSAY TRUE VALUE	JUNE 2024 WATER	310.42
553 - SEWER	08/02/24	1422	LINDSAY TRUE VALUE	JUNE 2024 WWTP	51.09
<b>26403</b>					<b>\$100.00</b>
400 - WELLNESS CENTER	08/02/24	7256	VALERIE LOPEZ	REFUND RENTAL DEPOS	100
<b>26404</b>					<b>\$100.00</b>
400 - WELLNESS CENTER	08/02/24	7255	VICTOR MACARIO	REFUND RENTAL DEPOS	100
<b>26405</b>					<b>\$100.00</b>
400 - WELLNESS CENTER	08/02/24	7258	EVELYN MARTINEZ	REFUND RENTAL DEPOS	100
<b>26406</b>					<b>\$1,848.75</b>
552 - WATER	08/02/24	6498	PACWEST DIRECT	CCR WATER QUALITY R	1392
554 - REFUSE	08/02/24	6498	PACWEST DIRECT	SB1383 FLYER	456.75
<b>26407</b>					<b>\$14,465.50</b>
101 - GENERAL FUND	08/02/24	399	QUAD KNOPF,INC.	GEN PLANNING SVCS	6685.3
101 - GENERAL FUND	08/02/24	399	QUAD KNOPF,INC.	TRAVEL CENTER CUP&T	1065
101 - GENERAL FUND	08/02/24	399	QUAD KNOPF,INC.	GEN ENGINEER SVC JU	1928.7
101 - GENERAL FUND	08/02/24	399	QUAD KNOPF,INC.	HERMOSA SUBDIVISION	711.6
101 - GENERAL FUND	08/02/24	399	QUAD KNOPF,INC.	LHS TRNSFER OF ROW	606.1
101 - GENERAL FUND	08/02/24	399	QUAD KNOPF,INC.	SIERRA MINI STORAGE	125.1
101 - GENERAL FUND	08/02/24	399	QUAD KNOPF,INC.	TENTATIVE TRACT MAP	1344
552 - WATER	08/02/24	399	QUAD KNOPF,INC.	GEN ENGINEER SVC JU	1928.7
556 - VITA-PAKT	08/02/24	399	QUAD KNOPF,INC.	VITA-PAKT ZC	71
<b>26408</b>					<b>\$120.00</b>
400 - WELLNESS CENTER	08/02/24	6664	ROTARY CLUB OF LIND	SEMI-ANNUAL DUES	120
<b>26409</b>					<b>\$612.00</b>
101 - GENERAL FUND	08/02/24	7143	SEQUOIA HEALTH CARE	JUNE 2024 CLAIM	55
101 - GENERAL FUND	08/02/24	7143	SEQUOIA HEALTH CARE	JUNE 2024 CLAIMS	557
<b>26410</b>					<b>\$11,472.00</b>
400 - WELLNESS CENTER	08/02/24	310	SOUTHERN CA. EDISON	740 SEQUOIA-POOL	11472

<b>26411</b>						<b>\$60.00</b>
	720 - HOME REVOLVING LN FUND	08/02/24	2720	TERESA PEREZ	LOAN OVER PAYMENT	60
<b>26412</b>						<b>\$353.96</b>
	101 - GENERAL FUND	08/02/24	2873	ADVANTAGE ANSWERING	7/1/24-7/31/24	59
	101 - GENERAL FUND	08/02/24	2873	ADVANTAGE ANSWERING	7/1/24-7/31/24	59
	101 - GENERAL FUND	08/02/24	2873	ADVANTAGE ANSWERING	7/1/24-7/31/24	58.99
	552 - WATER	08/02/24	2873	ADVANTAGE ANSWERING	7/1/24-7/31/24	58.99
	553 - SEWER	08/02/24	2873	ADVANTAGE ANSWERING	7/1/24-7/31/24	58.99
	554 - REFUSE	08/02/24	2873	ADVANTAGE ANSWERING	7/1/24-7/31/24	58.99
<b>26413</b>						<b>\$12,932.80</b>
	101 - GENERAL FUND	08/02/24	7118	ALLIANT INSURANCE S	FY24/25 LIABILITY I	213.39
	101 - GENERAL FUND	08/02/24	7118	ALLIANT INSURANCE S	FY24/25 LIABILITY I	200.46
	101 - GENERAL FUND	08/02/24	7118	ALLIANT INSURANCE S	FY24/25 LIABILITY I	650.52
	101 - GENERAL FUND	08/02/24	7118	ALLIANT INSURANCE S	FY24/25 LIABILITY I	4695.9
	101 - GENERAL FUND	08/02/24	7118	ALLIANT INSURANCE S	FY24/25 LIABILITY I	742.34
	101 - GENERAL FUND	08/02/24	7118	ALLIANT INSURANCE S	FY24/25 LIABILITY I	431.96
	101 - GENERAL FUND	08/02/24	7118	ALLIANT INSURANCE S	FY24/25 LIABILITY I	769.5
	261 - GAS TAX FUND	08/02/24	7118	ALLIANT INSURANCE S	FY24/25 LIABILITY I	309.09
	263 - TRANSPORTATION	08/02/24	7118	ALLIANT INSURANCE S	FY24/25 LIABILITY I	253.48
	400 - WELLNESS CENTER	08/02/24	7118	ALLIANT INSURANCE S	FY24/25 LIABILITY I	1780.85
	552 - WATER	08/02/24	7118	ALLIANT INSURANCE S	FY24/25 LIABILITY I	1185.94
	553 - SEWER	08/02/24	7118	ALLIANT INSURANCE S	FY24/25 LIABILITY I	1189.82
	554 - REFUSE	08/02/24	7118	ALLIANT INSURANCE S	FY24/25 LIABILITY I	468.17
	556 - VITA-PAKT	08/02/24	7118	ALLIANT INSURANCE S	FY24/25 LIABILITY I	41.38
<b>26414</b>						<b>\$380.00</b>
	400 - WELLNESS CENTER	08/02/24	7056	ANGELICA SISNEROS	7/26/24 KIDS NIGHT	380
<b>26415</b>						<b>\$362.16</b>
	101 - GENERAL FUND	08/02/24	3428	AT&T MOBILITY	HR-287297286867 JUL	40.24
	101 - GENERAL FUND	08/02/24	3428	AT&T MOBILITY	CM-287297286867 JUL	40.24
	101 - GENERAL FUND	08/02/24	3428	AT&T MOBILITY	FD-287297286867 JUL	40.24
	101 - GENERAL FUND	08/02/24	3428	AT&T MOBILITY	PS-287297286867 JUL	80.48
	101 - GENERAL FUND	08/02/24	3428	AT&T MOBILITY	CS-287297286867 JUL	120.72
	400 - WELLNESS CENTER	08/02/24	3428	AT&T MOBILITY	WC-287297286867 JUL	40.24
<b>26416</b>						<b>\$842.26</b>
	101 - GENERAL FUND	08/02/24	5381	AWAKE SKATE SHOP	COUNCIL POLOS	67.41
	101 - GENERAL FUND	08/02/24	5381	AWAKE SKATE SHOP	TSHIRTS	193.72
	552 - WATER	08/02/24	5381	AWAKE SKATE SHOP	TSHIRTS	193.71
	553 - SEWER	08/02/24	5381	AWAKE SKATE SHOP	TSHIRTS	193.71
	554 - REFUSE	08/02/24	5381	AWAKE SKATE SHOP	TSHIRTS	193.71
<b>26417</b>						<b>\$69.09</b>
	101 - GENERAL FUND	08/02/24	7050	BRENDAN DIAZ	NAPA-AIR FILTER REF	69.09
<b>26418</b>						<b>\$87.00</b>
	400 - WELLNESS CENTER	08/02/24	5013	BUZZ KILL PEST CONT	WC-860 SEQUOIA	87
<b>26419</b>						<b>\$1,364.00</b>
	552 - WATER	08/02/24	873	CALIFORNIA RURAL WA	FY24/25 CRWA MEMBER	1364
<b>26420</b>						<b>\$1,720.72</b>
	101 - GENERAL FUND	08/02/24	6351	CANON FINANCIAL SER	HR-#2UL13500 JULY	270
	101 - GENERAL FUND	08/02/24	6351	CANON FINANCIAL SER	CM-#2UL13336 JULY	270
	101 - GENERAL FUND	08/02/24	6351	CANON FINANCIAL SER	FD-#2XK04886 JULY	270
	101 - GENERAL FUND	08/02/24	6351	CANON FINANCIAL SER	PS-#2XK04493 JULY	270
	101 - GENERAL FUND	08/02/24	6351	CANON FINANCIAL SER	PS-#4QV00754 JULY	270
	101 - GENERAL FUND	08/02/24	6351	CANON FINANCIAL SER	CS-#2YJ16699 JULY	270
	400 - WELLNESS CENTER	08/02/24	6351	CANON FINANCIAL SER	WC-#2UL13180 JULY	100.72
<b>26421</b>						<b>\$400.00</b>
	101 - GENERAL FUND	08/02/24	6936	CCMF	FY24/25 CCMF MEMBER	400
<b>26422</b>						<b>\$339.93</b>
	400 - WELLNESS CENTER	08/02/24	6500	CHARTER COMMUNICATI	WC-VOICE & INTERNET	339.93
<b>26423</b>						<b>\$4,782.06</b>
	883 - SIERRA VIEW ASSESSMENT	08/02/24	086	CITY OF LINDSAY - U	00175901-SIERRA VIE	534.71
	883 - SIERRA VIEW ASSESSMENT	08/02/24	086	CITY OF LINDSAY - U	00395400-952 ORANGE	228.18
	884 - HERITAGE ASSESSMENT DIST	08/02/24	086	CITY OF LINDSAY - U	00171101-TULARE/OAK	206.99
	884 - HERITAGE ASSESSMENT DIST	08/02/24	086	CITY OF LINDSAY - U	00172001-TULARE/SHE	192.71
	886 - SAMOA	08/02/24	086	CITY OF LINDSAY - U	00353301-SWEETBRIER	211.82
	887 - SWEETBRIER TOWNHOUSES	08/02/24	086	CITY OF LINDSAY - U	00360901-HERMOSA TO	410.16
	888 - PARKSIDE	08/02/24	086	CITY OF LINDSAY - U	00353201-PARKSIDE D	615.74
	890 - MAPLE VALLEY ASSESSMENT	08/02/24	086	CITY OF LINDSAY - U	00361401-ASH ST IRR	152.51
	890 - MAPLE VALLEY ASSESSMENT	08/02/24	086	CITY OF LINDSAY - U	00361501-MAPLE ST I	148.19
	891 - PELOUS RANCH	08/02/24	086	CITY OF LINDSAY - U	00360601-PLUM ST/BE	549.05
	891 - PELOUS RANCH	08/02/24	086	CITY OF LINDSAY - U	00360701-HICKORY IR	204.26
	891 - PELOUS RANCH	08/02/24	086	CITY OF LINDSAY - U	00360801-MANDARIN I	371.21
	891 - PELOUS RANCH	08/02/24	086	CITY OF LINDSAY - U	00361601-ROSEWOOD/P	585.29
	891 - PELOUS RANCH	08/02/24	086	CITY OF LINDSAY - U	00361701-COTTONWOOD	371.24
<b>26424</b>						<b>\$850.00</b>
	552 - WATER	08/02/24	6118	CVIN LLC D.B.A. VAS	7/1/24-7/31/24	283.33
	553 - SEWER	08/02/24	6118	CVIN LLC D.B.A. VAS	7/1/24-7/31/24	283.33
	554 - REFUSE	08/02/24	6118	CVIN LLC D.B.A. VAS	7/1/24-7/31/24	283.34
<b>26425</b>						<b>\$250.00</b>
	781 - CAL HOME RLF	08/02/24	2540	DEPT.OF HOUSING & C	CALHOME7/15/24 TO H	250
<b>26426</b>						<b>\$1,090.30</b>
	700 - CDBG REVOLVING LN FUND	08/02/24	2540	DEPT.OF HOUSING & C	CDBG 7/15/24 TO HCD	1090.3



101 - GENERAL FUND	08/02/24	285	QUILL CORPORATION	WIRELESS KEYBOARD	86.43
101 - GENERAL FUND	08/02/24	285	QUILL CORPORATION	CALCULATOR	106.56
101 - GENERAL FUND	08/02/24	285	QUILL CORPORATION	DESK ORGANIZER	41.76
101 - GENERAL FUND	08/02/24	285	QUILL CORPORATION	MONTHLY PLANNER	14.13
400 - WELLNESS CENTER	08/02/24	285	QUILL CORPORATION	HP CARTRIDGE	129.4
<b>26451</b>					<b>\$1,361.60</b>
101 - GENERAL FUND	08/02/24	5717	RANDSTAD/PLACEMENT	7/1/24 CS-THOMAS C.	680.8
101 - GENERAL FUND	08/02/24	5717	RANDSTAD/PLACEMENT	7/8/24 CS-THOMAS C.	680.8
<b>26452</b>					<b>\$680.00</b>
101 - GENERAL FUND	08/02/24	3622	RLH FIRE PROTECTION	LIBRARY-ALARM MONIT	680
<b>26453</b>					<b>\$80.00</b>
552 - WATER	08/02/24	5691	STATE WATER RESOURC	D-2 CERT. ASHLEE P.	80
<b>26454</b>					<b>\$9,463.32</b>
101 - GENERAL FUND	08/02/24	6146	SUPERION, LLC	INV#2/12 SOFTWARE	1182.92
101 - GENERAL FUND	08/02/24	6146	SUPERION, LLC	INV.#3/12 SOFTWARE	1182.92
552 - WATER	08/02/24	6146	SUPERION, LLC	INV#2/12 SOFTWARE	1182.91
552 - WATER	08/02/24	6146	SUPERION, LLC	INV.#3/12 SOFTWARE	1182.91
553 - SEWER	08/02/24	6146	SUPERION, LLC	INV#2/12 SOFTWARE	1182.91
553 - SEWER	08/02/24	6146	SUPERION, LLC	INV.#3/12 SOFTWARE	1182.92
554 - REFUSE	08/02/24	6146	SUPERION, LLC	INV#2/12 SOFTWARE	1182.92
554 - REFUSE	08/02/24	6146	SUPERION, LLC	INV.#3/12 SOFTWARE	1182.91
<b>26455</b>					<b>\$1,067.01</b>
101 - GENERAL FUND	08/02/24	5625	SUPERIOR VISION SER	AUG. 2024 VISION PL	561.05
101 - GENERAL FUND	08/02/24	5625	SUPERIOR VISION SER	JULY 2024 VISION PL	505.96
<b>26456</b>					<b>\$1,365.00</b>
400 - WELLNESS CENTER	08/02/24	6812	SWANK MOTION PICTUR	7/12/24 NINJA TURTL	455
400 - WELLNESS CENTER	08/02/24	6812	SWANK MOTION PICTUR	7/19/24 KUNG FU MOV	455
400 - WELLNESS CENTER	08/02/24	6812	SWANK MOTION PICTUR	7/26/24 TROLLS MOVI	455
<b>26457</b>					<b>\$13,105.54</b>
101 - GENERAL FUND	08/02/24	518	TCAG	MEASURE R JULY 2024	13105.54
<b>26458</b>					<b>\$4,493.63</b>
101 - GENERAL FUND	08/02/24	5755	TELEPACIFIC COMMUNI	7/9/24-8/8/24	498.85
101 - GENERAL FUND	08/02/24	5755	TELEPACIFIC COMMUNI	7/9/24-8/8/24	498.84
101 - GENERAL FUND	08/02/24	5755	TELEPACIFIC COMMUNI	7/9/24-8/8/24	498.84
101 - GENERAL FUND	08/02/24	5755	TELEPACIFIC COMMUNI	7/9/24-8/8/24	1179.98
101 - GENERAL FUND	08/02/24	5755	TELEPACIFIC COMMUNI	7/9/24-8/8/24	612.66
400 - WELLNESS CENTER	08/02/24	5755	TELEPACIFIC COMMUNI	7/9/24-8/8/24	747.77
552 - WATER	08/02/24	5755	TELEPACIFIC COMMUNI	7/9/24-8/8/24	115.26
553 - SEWER	08/02/24	5755	TELEPACIFIC COMMUNI	7/9/24-8/8/24	341.43
<b>26459</b>					<b>\$1,102.07</b>
400 - WELLNESS CENTER	08/02/24	3396	TK ELEVATOR CORPORA	7/1-9/30 ELEVATOR M	1102.07
<b>26460</b>					<b>\$877.50</b>
101 - GENERAL FUND	08/02/24	6656	TOTAL COMPENSATION	GASB 75 ROLL-2ND IN	877.5
<b>26461</b>					<b>\$1,124.21</b>
101 - GENERAL FUND	08/02/24	6445	USA NORTH 811	CA FEE COST 573 TCK	1124.21
<b>26462</b>					<b>\$3,340.80</b>
101 - GENERAL FUND	08/02/24	5747	USA STAFFING INC.	7/14/24 CS-ANITA G.	1094.4
101 - GENERAL FUND	08/02/24	5747	USA STAFFING INC.	7/14/24 CS-JOSE G.	656.64
101 - GENERAL FUND	08/02/24	5747	USA STAFFING INC.	7/7/24 CS-ANITA G.	875.52
101 - GENERAL FUND	08/02/24	5747	USA STAFFING INC.	7/7/24 CS-JOSE G. V	714.24
<b>26463</b>					<b>\$5,002.88</b>
552 - WATER	08/02/24	5413	UNIVAR USA INC	BULK CAUSTIC SODA 5	5002.88
<b>26464</b>					<b>\$100.00</b>
101 - GENERAL FUND	08/02/24	7261	SOCORRO VASQUEZ	REFUND ARBOR DEPOSI	100
<b>941-2Q24</b>					<b>\$7.45</b>
101 - GENERAL FUND	07/29/24	2011	INTERNAL REVENUE SE	941 2NDQTR 2024 FEE	7.45
<b>CHEV0623</b>					<b>\$12,016.72</b>
101 - GENERAL FUND	07/08/24	6408	WEX BANK	PS 5/24/24-6/23/24	7766.39
101 - GENERAL FUND	07/08/24	6408	WEX BANK	CS 5/24/24-6/23/24	163.34
101 - GENERAL FUND	07/08/24	6408	WEX BANK	CS 5/24/24-6/23/24	335.26
101 - GENERAL FUND	07/08/24	6408	WEX BANK	CS 5/24/24-6/23/24	704.05
261 - GAS TAX FUND	07/08/24	6408	WEX BANK	CS 5/24/24-6/23/24	306.22
552 - WATER	07/08/24	6408	WEX BANK	CS 5/24/24-6/23/24	790.8
553 - SEWER	07/08/24	6408	WEX BANK	CS 5/24/24-6/23/24	1745.2
554 - REFUSE	07/08/24	6408	WEX BANK	CS 5/24/24-6/23/24	205.46
<b>CHEV0723</b>					<b>\$927.78</b>
101 - GENERAL FUND	07/08/24	6408	WEX BANK	76 FUEL 5/24-6/23	927.78
<b>EDD62824</b>					<b>\$5,843.65</b>
101 - GENERAL FUND	07/02/24	687	STATE OF CALIFORNIA	EDD PR PD 06/28/24	5843.65
<b>EDD71724</b>					<b>\$4,067.41</b>
101 - GENERAL FUND	07/17/24	687	STATE OF CALIFORNIA	EDD PR PD 7/12/24	4067.41
<b>EDD72624</b>					<b>\$4,568.87</b>
101 - GENERAL FUND	07/30/24	687	STATE OF CALIFORNIA	EDD PR PD 7/26/24	4568.87
<b>IRS62824</b>					<b>\$40,127.60</b>
101 - GENERAL FUND	07/02/24	2011	INTERNAL REVENUE SE	941 PR PD 6/28/24	16251.74
101 - GENERAL FUND	07/02/24	2011	INTERNAL REVENUE SE	941 PR PD 6/28/24	23875.86
<b>IRS71724</b>					<b>\$33,090.96</b>
101 - GENERAL FUND	07/17/24	2011	INTERNAL REVENUE SE	941 PR PD 7/12/24	10995.9
101 - GENERAL FUND	07/17/24	2011	INTERNAL REVENUE SE	941 PR PD 7/12/24	22095.06
<b>IRS72624</b>					<b>\$36,616.35</b>

101 - GENERAL FUND	07/30/24	2011	INTERNAL REVENUE SE	941 PR PD 7/26/24	13182.25
101 - GENERAL FUND	07/30/24	2011	INTERNAL REVENUE SE	941 PR PD 7/26/24	23434.1
<b>UBANK624</b>					<b>\$5,163.92</b>
101 - GENERAL FUND	07/05/24	6326	CORPORATE PAYMENT S	SAVE MART-CAKE	40.99
101 - GENERAL FUND	07/05/24	6326	CORPORATE PAYMENT S	STARBUCKS COFFEE-ME	54.47
101 - GENERAL FUND	07/05/24	6326	CORPORATE PAYMENT S	TACOS-EMPLOYEE APPR	960.75
101 - GENERAL FUND	07/05/24	6326	CORPORATE PAYMENT S	ADOBE	9.99
101 - GENERAL FUND	07/05/24	6326	CORPORATE PAYMENT S	DONUTS-CM INTERVIEW	12.8
101 - GENERAL FUND	07/05/24	6326	CORPORATE PAYMENT S	PANERA-CM INTERVIEW	221.76
101 - GENERAL FUND	07/05/24	6326	CORPORATE PAYMENT S	SAVEMART-CM INTERVI	10.46
101 - GENERAL FUND	07/05/24	6326	CORPORATE PAYMENT S	ZOOM	33.9
101 - GENERAL FUND	07/05/24	6326	CORPORATE PAYMENT S	AMAZON-LAPTOP FAN	16.3
101 - GENERAL FUND	07/05/24	6326	CORPORATE PAYMENT S	DONUTS-COFFEE TALK	54.5
101 - GENERAL FUND	07/05/24	6326	CORPORATE PAYMENT S	RITE AID-ICE	22.8
101 - GENERAL FUND	07/05/24	6326	CORPORATE PAYMENT S	TONYS PIZZA-MEET&GR	254.7
101 - GENERAL FUND	07/05/24	6326	CORPORATE PAYMENT S	CCAC MEMBERSHIP	250
101 - GENERAL FUND	07/05/24	6326	CORPORATE PAYMENT S	IIMC MEMBERSHIP	185
101 - GENERAL FUND	07/05/24	6326	CORPORATE PAYMENT S	AMAZON-CLIPBOARD	18.7
101 - GENERAL FUND	07/05/24	6326	CORPORATE PAYMENT S	AMAZON-DRONE SUPPLI	294.19
101 - GENERAL FUND	07/05/24	6326	CORPORATE PAYMENT S	GRAPHIC REMOVAL	512.66
101 - GENERAL FUND	07/05/24	6326	CORPORATE PAYMENT S	HOTEL-FIRE CLASS S2	363.36
101 - GENERAL FUND	07/05/24	6326	CORPORATE PAYMENT S	HOTEL-SLI TRAINING	320.7
101 - GENERAL FUND	07/05/24	6326	CORPORATE PAYMENT S	MCDONALDS-POLICE PE	32.62
101 - GENERAL FUND	07/05/24	6326	CORPORATE PAYMENT S	UPRINTING-BUSINESS	119.2
101 - GENERAL FUND	07/05/24	6326	CORPORATE PAYMENT S	WATER-FIRE PERSONNE	18.09
101 - GENERAL FUND	07/05/24	6326	CORPORATE PAYMENT S	EBAY-TABLET&KICKSTA	172.07
101 - GENERAL FUND	07/05/24	6326	CORPORATE PAYMENT S	TONYS PIZZA-CS MEET	258
101 - GENERAL FUND	07/05/24	6326	CORPORATE PAYMENT S	AMAZON-SOCCER BALLS	73.94
101 - GENERAL FUND	07/05/24	6326	CORPORATE PAYMENT S	AMAZON-SOFTBALLS	60.88
400 - WELLNESS CENTER	07/05/24	6326	CORPORATE PAYMENT S	AMAZON-EVENT GAME	233.8
400 - WELLNESS CENTER	07/05/24	6326	CORPORATE PAYMENT S	AMAZON-EVENT GAMES	191.37
400 - WELLNESS CENTER	07/05/24	6326	CORPORATE PAYMENT S	AMAZON-MOVIE FOR DI	21.7
400 - WELLNESS CENTER	07/05/24	6326	CORPORATE PAYMENT S	AMAZON-PHONE CABLE	27.71
400 - WELLNESS CENTER	07/05/24	6326	CORPORATE PAYMENT S	AMAZON-PRIME MEMBER	16.3
400 - WELLNESS CENTER	07/05/24	6326	CORPORATE PAYMENT S	AMAZON-WHITE BOARD	215.3
400 - WELLNESS CENTER	07/05/24	6326	CORPORATE PAYMENT S	CPR POOL SIGNS	73.92
400 - WELLNESS CENTER	07/05/24	6326	CORPORATE PAYMENT S	SPOTIFY	10.99
<b>UI073024</b>					<b>\$2,224.60</b>
101 - GENERAL FUND	07/30/24	687	STATE OF CALIFORNIA	L1963460432 LATE FE	11.6
101 - GENERAL FUND	07/30/24	687	STATE OF CALIFORNIA	UI L0849017680	2213

**SUMMARY BY FUNDING SOURCE**

101 - GENERAL FUND	419,009.00
261 - GAS TAX FUND	21,364.67
263 - TRANSPORTATION	370.22
400 - WELLNESS CENTER	44,171.20
552 - WATER	134,776.85
553 - SEWER	47,524.08
554 - REFUSE	6,042.40
556 - VITA-PAKT	2,085.40
600 - CAPITAL IMPROVEMENT	130,095.25
700 - CDBG REVOLVING LN FUND	1,661.27
720 - HOME REVOLVING LN FUND	14,807.35
779 - 00-HOME-0487	3,158.94
781 - CAL HOME RLF	930.85
883 - SIERRA VIEW ASSESSMENT	2,878.49
884 - HERITAGE ASSESSMENT DIST	1,288.43
886 - SAMOA	672.57
887 - SWEETBRIER TOWNHOUSES	1,248.14
888 - PARKSIDE	1,254.82
889 - SIERRA VISTA ASSESSMENT	785.35
890 - MAPLE VALLEY ASSESSMENT	929.15
891 - PELOUS RANCH	3,772.41
<b>TOTAL</b>	<b>\$838,826.84</b>





# STAFF REPORT

TO: Lindsay City Council  
MEETING DATE: August 13, 2024

Item #: 16.4  
Consent

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**DEPARTMENT:** Finance  
**FROM:** Lacy Meneses, Finance Director  
**AGENDA TITLE:** July 2024 Monthly Treasurer's Report

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## ACTION & RECOMMENDATION

Accept the July 2024 Monthly Treasurer's Report.

## BACKGROUND | ANALYSIS


The July 2024 Monthly Treasurer's Report is submitted for Council review and acceptance.

## FISCAL IMPACT

There is no fiscal impact associated with this action.

## ATTACHMENTS

1. July 2024 Treasurer's Report

Reviewed/Approved: 



**Monthly Treasurer's Report**  
**July 31, 2024**  
**Cash Balances Classified by Depository**

**CASH RESOURCES**

LOCATION	GL ACCOUNT #	TYPE	BALANCE
Cash Register Funds (City Hall & Wellness)	100-102	RES	\$1,100
Bank of the Sierra- Depository Account	100-114	GEN	2,042,880
Bank of the Sierra - Wellness Center	100-500	GEN	483,056
Bank of the Sierra - Impound Account	100-120	RES	29,920
LAIF Savings: City & Successor Agency	100-103	INV-RES	4,708,650
MBS Investments	100-700	INV-RES	5,731,101
<b>TOTAL</b>			<b>\$12,996,706</b>

**CASH EXPENDED**

ACCOUNTS PAYABLE & PAYROLL	AMOUNT
Accounts Payable	\$163,497
Payroll (7/12/24)	\$293,574
Payroll (7/26/24)	\$300,283
<b>TOTAL</b>	<b>\$ 757,353</b>

DEBT SERVICE	AMOUNT
2015 BOND	\$712,245
WELLNESS CENTER - LOAN 9713	\$95,611
2007 USDA	
<b>TOTAL</b>	<b>\$ 807,856</b>

**INVESTMENTS**

**INVESTMENT POLICY COMPLIANCE**

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

<b>INVESTED FUNDS</b>	<b>\$10,439,750</b>
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Respectfully submitted,

*Lacy Meneses*

Acting Director of Finance  
 City of Lindsay

**ABBREVIATIONS**

GEN: GENERAL UNRESTRICTED  
 RES: RESTRICTED ACTIVITY  
 INV: INVESTMENT



# STAFF REPORT

TO: Lindsay City Council  
MEETING DATE: August 13, 2024

Item #: 16.5  
Consent

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**DEPARTMENT:** City Manager  
**FROM:** Daymon Qualls  
**AGENDA TITLE:** Settlement Agreement With the California Department of Housing and Community Development (HCD)

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## ACTION & RECOMMENDATION

Adopt Resolution No. 24-27 affirming and ratifying the settlement agreement and release dated September 8, 2020 (Settlement Agreement) with the California Department of Housing and Community Development (HCD) and authorizing the Mayor or Mayor Pro Tem to execute all documents relating thereto or emanating from the settlement agreement.

## BACKGROUND | ANALYSIS

In June 2018 and December 2018, California Department of Housing and Community Development (HCD) staff, in monitoring the City's Grant Program compliance, discovered that the City was in non-compliance of the Grant Program funds, as well as some of the Program Income. HCD also determined that the City failed to meet numerous programmatic requirements and contractual obligations owed to HCD under the City Standard Agreements. These actions constituted defaults under each of the City Standard Agreements and required that the City repay to HCD the Grant Programs funds provided to the City thereunder.

The City admitted full liability, acknowledging and agreeing that the following amounts were due to HCD under the City Standard Agreements:

- \$180,100 under the CalHome program,
- \$2,764,690 under the CDBG program, and
- \$845,996 under the HOME program.

The City Council passed Resolution 20-39 at a regularly scheduled meeting on September 8, 2020, approving the Settlement Agreement with HCD. Upon approval of the Settlement Agreement, the City paid \$10,000 and continues to pay the remaining balance in annual installments of not less than \$89,360.

Government Code section 40602, subdivision (b) provides that the Mayor shall sign "All written contracts and conveyances made or entered into by the city", and Government Code section 40601 provides that "In the absence of the mayor, the mayor pro tempore shall exercise the powers granted in this chapter." By adopting Resolution 24-27, the City Council affirms and ratifies the Settlement Agreement dated September 8, 2020, by and between the City and HCD, any and all other documents submitted by the City to HCD in connection therewith, and all actions taken by the City, City staff, and the City Attorney pursuant to the Settlement Agreement.

Adopting said resolution also authorizes the Mayor or, in the absence of the Mayor, the Mayor Pro Tempore, to execute, acknowledge, and deliver any and all documents relating to or emanating from the Settlement Agreement, including but not limited to, all documents and instruments requested by HCD in connection with the assignment and transfer of the Program loan portfolios and related title insurance policies to HCD pursuant to the terms of the Settlement Agreement.

**FISCAL IMPACT**

Upon approval of the Settlement Agreement on September 8, 2020, the City paid \$10,000 and continues to pay the remaining balance in annual installments of not less than \$89,360.

**ATTACHMENTS**

1. Resolution 24-27
2. Exhibit 1: Settlement Agreement

Reviewed/Approved:





## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

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**NUMBER** 24-27

**TITLE** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY AFFIRMING AND RATIFYING THE SETTLEMENT AGREEMENT AND RELEASE DATED SEPTEMBER 8, 2020 (SETTLEMENT AGREEMENT) WITH THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD) AND AUTHORIZING THE MAYOR OR MAYOR PRO TEMPORE TO EXECUTE ALL DOCUMENTS RELATING THERETO OR EMANATING FROM THE SETTLEMENT AGREEMENT

**MEETING** At a regularly scheduled meeting of the City of Lindsay City Council held on August 13, 2024, at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

**WHEREAS**, in June 2018 and December 2018, HCD staff, in monitoring the City's Grant Program compliance, discovered that the City was in non-compliance of the Grant Program funds, as well as some of the Program Income; and

**WHEREAS**, HCD also determined that the City failed to meet numerous programmatic requirements and contractual obligations owed to HCD under the City Standard Agreements; and

**WHEREAS**, these actions constituted defaults under each of the City Standard Agreements and require that the City repay to HCD the Grant Programs funds provided to the City thereunder; and

**WHEREAS**, the City admitted full liability, acknowledging and agreeing that the following amounts were due to HCD under the City Standard Agreements: (i) \$180,100 under the CalHome program, (ii) \$2,764,690 under the CDBG program, and \$845,996 under the HOME program; and

**WHEREAS**, the City Council passed Resolution 20-39 at a regularly scheduled meeting on September 8, 2020, approving the Settlement Agreement with HCD; and

**WHEREAS**, the City paid \$10,000 upon approval of the Settlement Agreement and continues to pay the remaining balance in annual installments of not less than \$89,360; and

**WHEREAS**, Government Code section 40602, subdivision (b) provides that the Mayor shall sign "All written contracts and conveyances made or entered into by the city"; and

**WHEREAS**, Government Code section 40601 provides that "In the absence of the mayor, the mayor pro tempore shall exercise the powers granted in this chapter."



## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

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

SECTION 1. The City Council does hereby affirm and ratify the Settlement Agreement dated September 8, 2020, by and between the City and HCD, any and all other documents submitted by the City to HCD in connection therewith, and all actions taken by the City, City staff, and the City Attorney pursuant to the Settlement Agreement.

SECTION 2. The City Council does hereby authorize the Mayor or, in the absence of the Mayor, the Mayor Pro Tempore, to execute, acknowledge, and deliver any and all documents relating to or emanating from the Settlement Agreement, including but not limited to, all documents and instruments requested by HCD in connection with the assignment and transfer of the Program loan portfolios and related title insurance policies to HCD pursuant to the terms of the Settlement Agreement.

SECTION 3. This Resolution shall be effective immediately upon its adoption and shall remain in effect until and unless specifically repealed.



# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

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

MEETING DATE	August 13, 2024
MOTION	
SECOND MOTION	
AYES	
ABSENT	
ABSTAIN	
NAYS	

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

\_\_\_\_\_  
Ramiro Serna, Mayor

## CERTIFICATE OF ATTESTING OFFICER

The undersigned, Maegan Peton, City Clerk of the City of Lindsay does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of the City of Lindsay which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date thereof.

ATTEST: \_\_\_\_\_  
Maegan Peton, City Clerk

## **Exhibit 1**

### **SETTLEMENT AGREEMENT AND RELEASE**

This SETTLEMENT AGREEMENT AND RELEASE (“Agreement”) dated September 8, 2020, for reference purposes only, is entered into by and between the CITY OF LINDSAY, a municipal corporation, on the one hand, (“City”), and the CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, a public agency of the State of California (“HCD”), on the other, by and through their respective authorized representatives, signing below. Each Party is sometimes referred to individually as a “Party.” The City and HCD Parties together are referred to collectively herein as the “Parties.” The “Effective Date” is the date of the last signature of the Agreement.

#### RECITALS

A. HCD is charged with promoting safe and affordable housing throughout the State of California (“State”), and, as part of this mission, HCD administers various state and federal programs that provide funding for activities that create and support affordable housing in the state. Specifically, among other programs, HCD administers the following affordable housing and community development programs: (i) the state CalHOME Program (“CalHOME program”), (ii) the federal Community Development Block Grant Program (“CDBG program”), and (iii) the federal HOME Investment Partnerships Program (“HOME program”). The CalHOME program, the CDBG program, and the HOME program,



together with their respective statutes, regulations, guidelines, rules, policies, and procedures, are collectively referred to as the "Grant Programs". Pursuant to the Grant Programs, HCD provides funding to local jurisdictions such as the City.

B. The CDBG program and the HOME program are federal programs funded by the U.S. Department of Housing and Urban Development ("HUD") and administered by HCD. Both programs are operated pursuant to federal statutes and regulations, as well as State statutes and regulations or guidelines. The CalHOME program is funded solely by the State and governed by State statutes, regulations, or guidelines.

C. The use of Grant Program funds is governed by applicable law and standard agreements executed by HCD and the City. The standard agreements document the award of Grant Program funds to the jurisdiction, specify the eligible uses of the Grant Program funds, and formally evidence the agreement of the jurisdiction to comply with all applicable laws and rules governing the Grant Programs.

D. These standard agreements require that Grant Program funds be spent by the jurisdiction solely for eligible program activities. Some program activities generate income ("Program Income"), which at all times are assets of the respective Grant Programs, subject to the rules and restrictions of those programs. These standard agreements also specify that Program Income must be used to fund eligible program activities and is not the property of the

jurisdiction being awarded funds. Grant Program funds and Program Income spent on ineligible program activities, or in violation of other applicable law, must be repaid to HCD by the jurisdiction.

E. After receiving an award of funds from a Grant Program, the local jurisdiction enters into a standard agreement with HCD (the "Standard Agreement"). The Standard Agreement evidences the award of grant funds to the jurisdiction, specifies the eligible uses of the funds being awarded, and formally evidences the agreement of the jurisdiction to comply with all applicable law and observe the rules governing the Grant Program from which the funds have been awarded. These requirements, among other things, require that the grant funds being awarded be used by the jurisdiction solely for eligible program activities. A failure by the jurisdiction to comply with this requirement results in the expenditures being deemed ineligible expenses which the jurisdiction must repay to HCD.

F. In order to carry out various affordable housing and community development activities in its local area, the City applied to HCD for, and ultimately received, funding under the CalHOME, CDBG, and HOME programs. In connection therewith, the City entered into the standard agreements listed in Exhibit A with HCD. These standard agreements, as amended, are collectively referred to herein as the "City Agreements".

G. As part of its operation of the Grant Programs, the City issued loans to income-limited borrowers within the City's jurisdiction, and as a result,

the City currently holds a portfolio of open, unpaid loans (the "City Loan Portfolio"), a summary listing of which is attached hereto as Exhibit B.

H. As part of its obligation to administer the Grant Programs, and pursuant to the terms of the City Agreements, HCD performs periodic monitoring of the City's activities and expenditures of program funds in order to ensure that the City spends Grant Program funds on eligible program activities and the City is complying with the terms and conditions of the City Agreements and the rules governing the Grant Programs.

I. In June 2018 and December 2018, HCD staff, in monitoring the City's Grant Program compliance, discovered that the City was not in compliance with the Grant Program funds' required terms and conditions, including use of Program Income. HCD determined that the City paid for City-sponsored activities and used Program Income to cover operating deficits in its general fund, both of which are ineligible uses of Grant Program funds. HCD also determined that the City failed to meet numerous programmatic requirements and contractual obligations owed to HCD under the City Agreements. These actions constituted defaults under each of the City Agreements and require that the City repay to HCD the Grant Programs funds provided to the City thereunder.

J. On January 31, 2019, HCD issued three separate monitoring letters to the City detailing HCD's findings with regard to the City's misuse of program funds, and requested that the City execute a tolling agreement in order to facilitate discussions between the parties for a potential resolution of the

matter and to toll various statutes of limitation on HCD's claims against the City (the "Tolling Agreement"). The parties executed the Tolling Agreement in February, 2019, and pursuant to that certain First Amendment to Tolling Agreement dated May 15, 2020, the parties extended the term of the Tolling Agreement from May 31, 2020 to May 31, 2021, to allow for further settlement negotiations and the preparation and execution of this Agreement.

K. Over the past year, HCD and the City have engaged in discussions regarding the liability of the City to HCD as a result of the City's misuse of program funds and defaults under the City Agreements. The City has admitted full liability for such matters, acknowledging and agreeing that the following amounts are now validly due and owing to HCD under the City Agreements: (i) One Hundred Eighty Thousand One Hundred Dollars (\$180,100) under the CalHome program, (ii) Two Million Seven Hundred Sixty Four Thousand Six Hundred Ninety Dollars (\$2,764,690) under the CDBG program, and (iii) Eight Hundred Forty Five Thousand Nine Hundred Ninety Six Dollars (\$845,996) under the HOME program. As a result of the foregoing, the total amount owed to HCD as of the date of this Agreement is Three Million Seven Hundred Ninety Thousand Seven Hundred Eighty-Six Dollars (\$3,790,786).

L. The City has represented to HCD that it does not have sufficient funds or access to sufficient credit lines to repay the total amount due of Three Million Seven Hundred Ninety Thousand Seven Hundred Eighty-Six

Dollars (\$3,790,786), and as such, has requested that HCD accept a long-term repayment plan on the terms and conditions set forth herein.

**NOW, THEREFORE**, for and in consideration of the promises, covenants, and agreements contained herein, the Recitals stated above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### AGREEMENT

1. Recitals. The foregoing Recitals are true and correct and are incorporated herein by this reference as terms of this Agreement.

2. Outstanding Balance. The City acknowledges and agrees that it owes HCD a total sum of Three Million Seven Hundred Ninety Thousand Seven Hundred Eighty-Six Dollars (\$3,790,786) (“Outstanding Balance”), without offset, counterclaim, or deduction. The City acknowledges and agrees that the total Outstanding Balance breaks down as follows: Two Million Seven Hundred Sixty Four Thousand Six Hundred Ninety Dollars (\$2,764,690) owed under the CDBG program; Eight Hundred Forty Five Thousand Nine Hundred Ninety Six Dollars (\$845,996) owed under the HOME program; and One Hundred Eighty Thousand One Hundred Dollars (\$180,100) owed under the CalHOME program.

3. Repayment of Outstanding Balance. The City shall pay the Outstanding Balance in yearly installments, payable to HCD in the manner set forth below, as follows:

- (a) Ten Thousand Dollars (\$10,000) due upon signing of this Agreement.
- (b) The remaining balance to be paid in annual installments of not less than Eighty-Nine Thousand Three Hundred Sixty Dollars (\$89,360) for thirty (30) years until paid ("Payback Period").

The installments will be due no later than the last workday of July of each calendar year ("Payment Due Date"). The annual payment schedule is set forth in Exhibit C hereto ("Repayment Schedule"), which is incorporated herein by this reference.

Checks are to be mailed to:

Department of Housing and Community Development  
Administration and Management Division  
Accounting Office Branch, Cashier  
P.O. Box 952050  
Sacramento, CA 94252-2050

Check must be accompanied by a remittance advice that includes the following: "City of Lindsay Settlement", "CalHOME, HOME, CDBG", and list the amount of the check.

The receipt by HCD of the initial payment of Ten Thousand Dollars (\$10,000) and a duly executed original counterpart of this Agreement from the City is a condition precedent to the effectiveness of this Agreement. In the event that this initial payment is not tendered with the executed copy of this Agreement, then this Agreement shall not become effective and HCD shall be entitled to immediately exercise all of its rights and remedies against the City for its various defaults under the City Agreements.

4. Interest. Interest on the Outstanding Balance shall accrue at the rate of nine percent (9%) per annum commencing upon the Effective Date of this Agreement and continuing until all sums owed by the City hereunder are paid in full, except as set forth in Section 13, below.

5. Transfer of Cash on Hand to HCD. The City currently holds the following amounts in cash as part of its operation of the Grant Programs: (i) for the CalHome program, cash in the amount of \$2,516.04; (ii) for the CDBG program, cash in the amount of \$290,858.53; and (iii) for the HOME program, cash in the amount of \$390,339.36 (collectively, "Cash on Hand"). The City represents the Cash on Hand constitutes all cash or funds the City holds for the Grant Programs, regardless of whether such funds are original grant funds, Program Income, or otherwise, and regardless of whether such funds are held in one or more bank accounts. As material consideration for this Agreement, the City shall transfer to HCD all Cash on Hand no later than fourteen (14) calendar days after the Effective Date of this Agreement. Checks are to be mailed to:

Department of Housing and Community Development  
Administration and Management Division  
Accounting Office Branch, Cashier  
P.O. Box 952050  
Sacramento, CA 94252-2050

Check must be accompanied by a remittance advice that includes the following: "City of Lindsay Cash on Hand", and indicate the program as either "CalHOME", "HOME", or "CDBG", and list the amount of the check.

6. Any and all future Grant Program funds, Program Income, or other funds associated with or derived from the Grant Programs that the City receives during the term of this Agreement shall be documented in writing with the borrower's name and loan number and transferred in full to HCD within fourteen (14) calendar days of receipt. Payments of cash made by City to HCD under this Agreement, with the exception of Program Income, shall be credited against the Outstanding Balance.

7. Assignment of Loan Portfolio to HCD. As part of its operation of the Grant Programs, the City issued various loans in order to provide affordable housing to income-limited borrowers within the City's jurisdiction. As a result, the City currently holds a portfolio of open, unpaid loans, which loans are detailed in Exhibit B hereto (the "City Loan Portfolio"). Repayment of these loans is the primary source of the Program Income received across Grant Programs. As material consideration for this Agreement, the City shall assign and transfer to HCD all of its right, title, and interest in and to the loans contained within the City Loan Portfolio, including (i) all original promissory notes, allonges, endorsements, and amendments thereto, (ii) any and all deeds of trust, title insurance policies, security agreements, UCC Financing Statements, pledges, letters of credit, and/or other security for such loans, and (iii) all proceeds of the loans, whether currently on hand or received during the term of this Agreement, including, without limitation, all accounts receivables related thereto, insurance proceeds, condemnation payments, and the like. In



order to effectuate such assignment and transfer, within thirty (30) calendar days of the Effective Date of this Agreement, the City shall provide HCD with all original loan files, borrower documentation submitted to the City in connection therewith (including, without limitation, all original promissory notes and amendments thereto), the most recent loan portfolio monitoring records as required by the respective Grant Programs, and all loan statements, billings, ledgers, and accounting, tax, and audit records maintained by the City in connection with the City Loan Portfolio. Thereafter, upon HCD's demand, the City shall execute and deliver to HCD any additional documentation which HCD requires to effectuate the transfer of the City's interest in such loans to HCD. Such documentation may include, but not be limited to, assignment and assumption agreements, deed of trust assignments, assignments of promissory notes, assignments of loan agreements, assignments of regulatory agreements and/or covenants, UCC Financing Statement amendments, transfer agreements, escrow instructions, and other similar documents and instruments, in recordable form, as needed. The City, at its expense, shall coordinate with HCD and, as necessary, the loan borrowers, in order to effectuate the timely transfer to HCD of all loans contained within the City Loan Portfolio. The transfer must be completed in full no later than one hundred and twenty (120) days from the Effective Date of this Agreement. The assignment and transfer of the City Loan Portfolio to HCD is subject to the City's representations and warranties contained in Section 15 below and the City's indemnification and

defense obligations under Section 16 below. The failure of the City to timely complete the assignment and transfer of the City Loan Portfolio to HCD, or to cooperate and work with HCD in good faith in relation thereto, shall constitute a material default under this Agreement.

8. Transfer of Other Grant Program Assets to HCD. In the event that the City owns, or later acquires, any assets of the Grant Programs in addition to the Cash on Hand and City Loan Portfolio as indicated in Section 5 and 7 above, respectively (the "Other Assets"), such Other Assets shall be deemed to be property of the applicable Grant Program to which such assets relate. The City shall promptly notify HCD of its acquisition of such Other Assets and shall transfer all such Other Assets to HCD, or another party as directed by HCD, immediately upon HCD's demand. The City represents and warrants to HCD that the Cash on Hand as stated in Section 5 and City Loan Portfolio, as shown in Exhibit B, constitute all of the Grant Programs' assets held or controlled by the City as of the Effective Date of this Agreement. The City's obligations under this Section shall continue throughout the term of this Agreement.

9. Ownership of Funds and Assets of the Grant Programs. Until such time as the Cash on Hand, the City Loan Portfolio, and the Other Assets are transferred to HCD pursuant to the terms hereof, the City shall be deemed to be holding all such property as a fiduciary on behalf of HCD. HCD will automatically become the legal owner of such property as of the Effective Date of this Agreement.

10. No General Administration or Activity Delivery Fees to City. The City acknowledges that it previously received and utilized all General Administration funds and Activity Delivery Fees (as such terms are defined in the respective standard agreements or applicable program regulations) to which it may have been entitled under the Grant Programs. Accordingly, the City agrees that no further General Administration funds or Activity Delivery Fees shall accrue or be paid to the City, whether in connection with its prior administration of the Grant Programs or with respect to the activities and obligations it must undertake pursuant to this Agreement. Additionally, the City acknowledges and agrees that it is not owed or otherwise entitled to receive reimbursements, payments, or adjustments of any kind from HCD or HUD, whether related to the Grant Programs or otherwise, and hereby fully and forever waives any and all claims therefor against HCD and HUD. For the purposes of this provision, HUD shall be deemed a third-party beneficiary of this Agreement.

11. No Further Use of Grant Program Funds. The City shall immediately cease and desist from spending, encumbering, transferring, loaning, pledging, or otherwise in any way using Grant Programs funds or assets for any reason, except as may be expressly required by this Agreement or as otherwise directed by HCD in writing. Any failure by the City to comply with its obligations under this Section 11 shall constitute a material default under this Agreement.

12. Debarment from Future Program Participation. As a result of the City's non-compliance as noted above, for a period of five (5) years from the effective date of this Agreement (the "Debarment Period"), the City and all instrumentalities and subdivisions thereof shall be barred from applying for or receiving funding, either directly or indirectly, from any state or federal affordable housing program operated by HCD. In the event that any annual installment payment listed in the Repayment Schedule is not received by HCD within thirty (30) days of the date it is due, in addition to any other rights and remedies HCD may have available to it as a result of such default, HCD may elect to extend the Debarment Period for one (1) additional year. Such one (1) year extension shall apply for each and every annual installment payment that is not timely made. Nothing contained in this Section 12 shall be deemed a limitation on the right of HCD to declare the City in material default of this Agreement and to exercise any of HCD's right and remedies with respect thereto in the event of any untimely payment(s) by the City.

Notwithstanding the foregoing, during the Debarment Period, the City may apply for and receive state and federal planning and activity implementation grant funding, if the City and an eligible entity jointly apply for such funding and agree to be jointly and severally liable for the performance of all obligations and the satisfaction of all conditions of the grant funding, as set forth in an executed standard agreement with HCD, and the eligible entity agrees to act as the lead agency in the application and administration of such

funding. Any default under the terms of such standard agreement shall automatically constitute a material default under the terms of this Agreement.

13. Conditional Credit for Full Performance by City. In order to assist the City in resolving the matters giving rise to the need for this Agreement, and as an acknowledgement of the severe financial distress the City is currently under, HCD is willing to provide the City with a conditional credit against the Outstanding Balance provided that the City strictly meet certain performance requirements under the terms of this Agreement. Specifically, HCD agrees to apply a credit in the amount of One Million One Hundred Thousand Dollars (\$1,100,000) against the Outstanding Balance (the "Conditional Credit") provided that the City timely and fully satisfy all of its payment and performance obligations set forth in this Agreement. The Conditional Credit shall be applied to the Outstanding Balance only at such time as the City has paid the Outstanding Balance down to \$1,100,000 and has timely performed all of its obligations under this Agreement as and when required herein. In addition, as a further incentive for the City to timely perform its obligations under this Agreement, if the City has met all conditions required to earn the Conditional Credit as set forth above, HCD shall also waive all interest which has accrued on the Outstanding Balance from the date of this Agreement to the date the Conditional Credit is granted by HCD. In the event that the City fails to timely satisfy any of its obligations hereunder, including without limitation making the annual installment payments as and when required in the Repayment Schedule,

neither the Conditional Credit nor the waiver of accrued interest shall be granted, and the City shall repay to HCD the entire amount of the Outstanding Balance, together with all accrued interest thereon as well as attorneys' fees pursuant to Section 23 below.

14. Notice regarding Failure to Pay – In the event that City fails to make any timely payment as provided for in Section 3 of this Agreement, HCD shall provide notice to the City by email to the following email addresses:

(1) Joseph Tanner at jtanner@lindsay.ca.us; and

(2) Mario Zamora at zamora@griswoldlasalle.com; and

(3) City Manager at lindsaycityclerk@lindsay.ca.us;

or as to such other email addresses that the City may from time to time update via a Notice to HCD pursuant to Section 25. If the City fails to make any payment within ten (10) calendar days of the date of emailed notice pursuant to this Section, such action constitutes a default pursuant to Section 22.

15. Representations and Warranties by City. The City hereby represents and warrants to HCD as follows: (i) as of the Effective Date, City does not have sufficient cash on hand, or available credit lines, with which to repay the Outstanding Balance to HCD, (ii) the amount of the Outstanding Balance is true and correct and is validly owed by the City to HCD as of the Effective Date without offset or deduction of any kind, (iii) the City has no offsets, defenses, claims (whether legal, administrative, or otherwise), or counterclaims of any kind against HCD under the City Agreements or this



Agreement, (iv) HCD is not in default under any of the City Agreements, and the obligations of the City under the City Agreements are binding and enforceable in accordance with their respective terms, (v) to the best of City's knowledge, none of the borrowers under the loans contained in the City Loan Portfolio have any offsets, counterclaims, claims, or defenses to the obligations of such borrowers to repay their respective loans to the City (and HCD, as the ultimate assignee thereof), (vi) the City has not directly or indirectly assigned, transferred, encumbered, or sold any assets of the Grant Programs, including without limitation, any of the City's interest in or security for any of the loans in the City Loan Portfolio, and (vii) there are no actual, pending, threatened, or potential claims or actions against the City by any third party with respect to the Grant Programs or the City's prior operation thereof, excepting the claims of HCD described in this Agreement. All representations and warranties of the City, whether contained in this Section 15 or elsewhere in this Agreement, shall survive the expiration or earlier termination of this Agreement.

16. Indemnification. The City, at its sole cost and expense, shall indemnify, defend, and hold HCD and its employees, representatives, attorneys, agents, and their respective successors, heirs, and assigns (collectively, "Indemnitees") harmless from and against any and all claims, actions, costs, losses, liabilities, and damages, whether direct or indirect, and regardless of their nature (collectively, "Claims") relating to the following matters: (i) the City's operation of the Grant Programs prior to the date of this Agreement, (ii) the

City's creation and management of the City Loan Portfolio, including without limitation, the origination, administration, and collection of the loans contained therein; (iii) the truth or accuracy of the City's representations or warranties contained in this Agreement , and (iv) any of the City's obligations under the City Agreements, this Agreement, and/or any documents or instruments executed by the City and HCD in connection herewith. The obligations of the City under this Section 16 shall survive the expiration or earlier termination of this Agreement.

17. [Reserved].

18. Standard Agreements. Except to the extent expressly modified by this Agreement, each of the standard agreements constituting the City Agreements remain unmodified and in full force and effect during the term hereof, irrespective of the stated termination date of such standard agreements.

19. Waivers by City. City hereby waives all defenses, statutes of limitations, statutes of repose, and any and all legal or equitable rights and remedies it may have with respect to its obligations contained herein and in the City Agreements.

20. Release. For valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City, on its own behalf and on behalf of its agents, administrators, attorneys, agents, representatives, devisees, creditors, council and board members, employees, trustees, successors and assigns (collectively, the "Releasing Parties"), do hereby release and forever discharge HCD, and all of its agents, representatives, officers, directors,

current or former employees, volunteers, heirs, assigns, and their attorneys, and all persons acting by, through, under or in concert with them or any of them (all collectively referred to as the "Released Parties") of and from any and all claims, general and specific, causes of action, suits, disputes, charges, grievances, debts, liens, contracts, judgments, agreements, promises, liabilities, claims, demands, damages, losses, costs, or expenses of any nature whatsoever, known or unknown, fixed or contingent, which arise from the City Agreements and the actions of HCD in regards thereto (collectively, the "Claims"), which the Releasing Parties now have or may hereafter have against the Released Parties, or any of them, by reason of any matter, event, act, omission, cause or thing whatsoever, related to or arising out of the Claims, which may have arisen at any time up to and through the date of this Agreement. HCD and City understand and agree that this Release does not extend to claims arising from acts unrelated to the Claims identified above.

21. Waiver of Section 1542. The City acknowledges that it has been advised of and is familiar with the provisions of California Civil Code Section 1542, and each of the Parties acknowledges that there is a risk that, after the execution of this Agreement, one or more of the Parties may incur injury, loss, damage, costs, attorneys' fees, or expenses, which are in some way caused by or connected with the events, transactions, matters and/or issues referred to herein, or which are unknown and unanticipated at the time this

Agreement is executed, or which are not presently capable of being ascertained. The Parties further acknowledge that there is a risk that such damages as are presently known may hereafter become more serious than the Parties now anticipate. Nevertheless, the Parties, and each of them, acknowledge that this Agreement has been negotiated and agreed upon in light of that realization. All Parties have had the benefit and advice of counsel. The Parties are aware and have been advised by their counsel of the provisions of California Civil Code section 1542, which provide as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Each of the Parties expressly waives the provisions of California Civil Code section 1542, and any analogous provisions of state or federal statutory or decisional law.

22. Default. If any Party believes that the other Party is in breach of the terms set forth in this Agreement, the Party asserting the breach shall give written notice to the other Party of the alleged breach, which notice shall set forth with reasonable particularity the alleged breach. The Parties shall meet, confer, and attempt in good faith to resolve the

alleged breach within 30 days of such notice. If the Parties are unable to resolve the claim of alleged breach in the meet and confer process, the Party asserting a breach may seek judicial enforcement of this Agreement.

23. Attorneys' Fees. The prevailing party in any litigation involving the enforcement or interpretation of this Agreement shall be entitled to recover from the non-prevailing party the prevailing party's reasonable attorneys' fees, court costs, and expert witness fees, as determined by the court. In the event that HCD is the prevailing party in any such litigation, in addition to the foregoing fees and expenses, HCD shall be entitled to receive all of its attorneys' fees and costs paid to the Attorney General of California in connection with this matter and the City's various defaults under the City Agreements and the Grant Programs, whether such fees and costs were paid or incurred prior or subsequent to the effective date of this Agreement, including the costs of drafting and negotiating this Agreement.

24. Governing Law, Jurisdiction, and Venue. The laws of the State of California shall apply to the interpretation and enforcement of this Agreement. Any action or claim to be filed against a party to this Agreement must be filed in the Superior Court of the County of Sacramento, California.



25. Notices. Notices and communications required under this Agreement shall be delivered by First Class Mail and Email as follows:

To City:

City of Lindsay, Attn: City Manager  
251 E. Honolulu, P.O. Box 369  
Lindsay, CA 93247  
Email: [lindsaycityclerk@lindsay.ca.us](mailto:lindsaycityclerk@lindsay.ca.us)

To HCD:

Department Housing & Community Development  
Legal Affairs Division, Attn: General Counsel  
P.O. Box 952052  
Sacramento, CA 94252-2052  
Email: [LEGALAFF@hcd.ca.gov](mailto:LEGALAFF@hcd.ca.gov)

26. Further Assurances. Each of the parties agrees to perform any further actions, execute and deliver any further documents and obtain consents as may be reasonably requested to fully effectuate the purposes, terms and conditions of this Agreement.

27. No Assignment of Claims. The Parties hereto warrant and represent to the others that they have not heretofore assigned, transferred, conveyed, or purported to assign, transfer, or convey to any person or entity any released claims or any part or portion thereof and that they are not aware of any other claims asserted by any third parties.

28. Time of the Essence. The Parties understand and agree that time is of the essence in the performance of each Party's respective obligations hereunder.

29. Construction. Each Party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any Party on the basis that the party was the drafter.

30. Severability. The provisions of this Agreement are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision.

31. Integration and Modification. This Agreement represents the sole and entire agreement among the parties related to the matters set forth herein, and except as expressly provided to the contrary herein, supersedes any and all prior agreements, negotiations, and discussions between the parties hereto and/or their representatives. Any amendment to or deletion from this Agreement must be in writing specifically referring to this Agreement, and must be signed by duly authorized representatives of all of the parties hereto. The Parties have not relied upon any oral representation(s) in deciding whether to enter into this Agreement.

32. Titles and Headings. The titles and headings of the respective articles and sections of this Agreement are inserted for convenience only and shall not be deemed to be part of this Agreement or considered in construing this Agreement.

33. No Waivers Unless in Writing. The failure of any Party to enforce any of the provisions of this Agreement shall in no way be construed as a

present or future waiver of such provisions, nor in any way affect the right of any Party to enforce each and every such provision thereafter. No breach of any provision hereof shall be waived unless expressly waived in writing by the party granting such waiver. A waiver of one breach shall not be deemed to be a waiver of any other breach of the same or any other provision hereof.

34. Term of Agreement. This Agreement is for a term commencing upon the Effective Date and ending when the City has paid the Outstanding Balance in full, or if applicable, has paid the Outstanding Balance minus the Conditional Credit outlined in Section 13, whichever comes first. Until the term of the Agreement has ended, the City must fulfill all its obligations under the Agreement. In the event that City has not fully satisfied all of its obligations under this Agreement and any other agreement executed in connection herewith by the thirtieth (30<sup>th</sup>) anniversary hereof, then the term of this Agreement, and the related Tolling Agreement, as amended, shall be automatically extended to the date upon which the City satisfies all such obligations. The term of this Agreement does not limit the liability of the City for any obligations which are expressly stated herein as surviving the expiration or earlier termination of this Agreement.

35. Advice of Counsel. The Parties, and each of them, represent and declare that in executing this Agreement they have relied solely upon their own judgment, belief and knowledge, and the advice and recommendation of their

own independently selected counsel, concerning the nature, extent, and duration of their rights and claims, and that they have not been influenced to any extent whatsoever in executing the same by any representations or statements covering any matters made by the other Party hereto or any other person.

36. Binding on Successors. This Agreement is binding upon and inures to the benefit of the Parties and their heirs, executors, administrators, trustors, trustees, beneficiaries, predecessors, successors, assigns, partners, partnerships, parent companies, subsidiaries, affiliated and related entities, officers, directors, principals, agents, servants, employees, representatives, and all persons, firms, plaintiffs, and/or persons or entities connected with each of them, including, without limitation, their insurers, sureties, attorneys, consultants and experts.

37. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute a single Agreement. This Agreement may also be delivered by facsimile or email transmission and in such event all facsimile or email signatures will be deemed complete for all purposes hereof.

38. Authority. Each Party represents and warrants to the other that the individual executing and delivering this Agreement on behalf of such Party is duly authorized by such Party to do so, and thereby to bind such Party to each and all of the terms of this Agreement.

39. Effectiveness. This Agreement is effective on the date that it is signed by both parties and HCD has received the City's first installment payment concurrent with the execution and delivery of this Agreement ("Effective Date"). In the event that City fails to deliver to HCD a signed counterpart original of this Agreement and the initial installment payment indicated in the Repayment Schedule by September 30, 2020, then this Agreement shall not become operative and HCD shall be entitled to immediately pursue, without further notice, all of its rights and remedies against the City for its defaults under the City Agreements.

This Agreement has been executed by the Parties hereto as of the dates indicated opposite their respective signatures.

**(Signatures Contained on Following Page)**




HCD:

CALIFORNIA DEPARTMENT OF  
HOUSING AND COMMUNITY DEVELOPMENT,  
a public agency of the State of California

By:   
Zachary Olmstead  
Chief Deputy Director

Date: 9/15/20


Approved as to Form:

  
Bradley C. Sutton  
Attorney for HCD

Date: 9-15-2020


CITY:

CITY OF LINDSAY,  
a municipal corporation

By:   
Joseph Tanner  
City Manager

Date: 9-10-2020

Approved as to Form:

  
Mario Zamora,  
Legal Counsel for City of Lindsay

Date: 9/10/2020

List of Exhibits

Exhibit A – Standard Agreements

Exhibit B – City Loan Portfolio

Exhibit C – Repayment Schedule

## EXHIBIT A

### STANDARD AGREEMENTS

#### CalHOME

00-CalHOME-058 Amend. 2  
03-CalHOME-0051  
04-CalHOME-0082  
05-CalHOME-167  
06-CalHOME-205 Amend. 2  
08-CalHOME-4912 Amend. 3  
10-CalHOME-6663 Amend. 3

#### HOME

14-HOME-10036  
07-HOME-3081  
06-HOME-2466  
06-HOME-2406 Amend. 1  
04-HOME-0736  
03-HOME-0676  
02-HOME-0596  
02-HOME-0522

#### CDBG

15-CDBG-10574  
11-PTEC-7631  
10-STBG-6723  
09-EDEF-6362  
08-EDEF-5786  
08-PTAE-5408  
08-STBG-4843 Amend. 4  
07-PTAG-3664  
07-PTAE-3130  
06-EDBG-2725  
05-EDBG-1978 Amend. 1  
04-STBG-1963 Amend. 1  
04-STBG-1907  
03-STBG-1832  
03-PTAA-0043  
02-STBG-1751  
02-STBG-1709  
02-EDBG-0907  
02-EDBG-0857  
01-STBG-1682  
01-STBG-1594  
01-EDBG-0819  
01-STBG-1682 Amend. 1  
00-EDBG-0754  
99-STBG-1370  
98-STBG-1251  
98-STBG-1221  
98-EDBG-0608  
97-STBG-1124  
97-EDBG-0506  
96-STBG-1086  
96-STBG-1016  
96-STBG-0987  
96-EDBG-0462

**EXHIBIT B****CITY LOAN PORTFOLIO**

<b>Borrower</b>	<b>Loan/Account #</b>	<b>Property Address</b>	<b>Type of HCD Loan</b>	<b>Principal Amount</b>
Acosta, Ulises Pineda	10909	727 W. Honolulu Dr. Lindsay CA 93247	CalHOME	\$10,850.00
Acosta, Ulises Pineda	10910	727 W. Honolulu Dr. Lindsay CA 93247	CDBG	\$49,150.00
Alvarado, Jose	12056	704 W. Honolulu Dr. Lindsay CA 93247	CalHOME	\$24,000.00
Alvarado, Leticia Alvarado Jose	97-99-28	428 North Elmwood Ave. Lindsay CA 93247	HOME	\$21,469.00
Alvarez, Martin	95-51	740 N. Elmwood Lindsay CA 93247	HOME	\$4,506.35
Alvarez, Martin	95-51	740 N. Elmwood Lindsay CA 93247	HOME	\$13,125.00
Alvarez, Veronica Gomez Alfredo	00-05	525 Homassel Avenue Lindsay CA 93247	CalHOME	\$20,000.00
Andrade, Adriana	L97-14	234 Sycamore St Lindsay CA 93247	Mixed	\$46,691.00
Andrade, Adriana	L97-14	234 Sycamore St Lindsay CA 93247	Mixed	\$39,964.27
Andrade, Eduardo Garcia Gonzalez Liz	11930	1140 N. Gale Hill Lindsay CA 93247	CalHOME	\$35,000.00

<b>Borrower</b>	<b>Loan/Account #</b>	<b>Property Address</b>	<b>Type of HCD Loan</b>	<b>Principal Amount</b>
Andrade, Juan	L204-02	360 Eastwood Ave. Lindsay CA 93247	CDBG	\$72,664.00
Andrade, Juan	L204-02	360 Eastwood Ave. Lindsay CA 93247	HOME	\$40,000.00
Andrade, Juan	L204-02	360 Eastwood Ave. Lindsay CA 93247	CalHOME	\$57,460.30
Andrade, Juan	L204-02	360 Eastwood Ave. Lindsay CA 93247	HOME	\$40,000.00
Andrade, Maurilio Vega Meza Maria Elena	97-13	775 Sherwood Way Lindsay CA 93247	HOME	\$38,789.90
Andrade, Sixto Andrade Hilda	L00-104	1014 East Tulare Rd. Lindsay CA 93247	HOME	\$28,800.00
Andrade, Sixto Andrade Hilda	L00-104	1014 East Tulare Rd. Lindsay CA 93247	HOME	\$50,375.00
Andrade, Sixto Andrade Hilda	L00-104	1014 East Tulare Rd. Lindsay CA 93247	HOME	\$18,080.00
Andrade, Ventura	07-07	724 N. Mirage Lindsay CA 93247	HOME	\$88,030.00
Andrade, Ventura	07-07	724 N. Mirage Lindsay CA 93247	HOME	\$14,296.26
Angeles, Edmundo Angeles Alba	00-105	228 North Cambridge Lindsay CA 93247	HOME	\$87,398.00

<b>Borrower</b>	<b>Loan/Account #</b>	<b>Property Address</b>	<b>Type of HCD Loan</b>	<b>Principal Amount</b>
Arrendondo, Juan Arrendondo Ellena	1222	393 Orange Lindsay CA 93247	CDBG	\$16,200.00
Arrendondo, Juan Arrendondo Ellena	1222	393 Orange Lindsay CA 93247	CDBG	\$5,694.00
Arrendondo, Juan Arrendondo Ellena	1222	393 Orange Lindsay CA 93247	CDBG	\$8,922.00
Arroyo, Rosendo Alcaraz Maria	1715	627 N. Mirage Lindsay CA 93247	CDBG	\$25,200.00
Arroyo, Rosendo Alcaraz Maria	1715	627 N. Mirage Lindsay CA 93247	CDBG	\$28,300.00
Avila, Everardo Avila Josefina	339	499 Hickory Street Lindsay CA 93247	HOME	\$18,400.00
Baca, Miguel Angel Baca-Manzo Vanessa	333-A	976 Maple Valley Way Lindsay CA 93247	HOME	\$30,850.00
Baca, Miguel Angel Baca-Manzo Vanessa	333-B	976 Maple Valley Way Lindsay CA 93247	CalHOME	\$38,655.69
Basaldua, Mauro Basaldua Maria	95-49	760 Oak Avenue Lindsay CA 93247	HOME	\$19,832.00
Basaldua, Mauro Basaldua Maria	95-49	760 Oak Avenue Lindsay CA 93247	HOME	\$8,665.42
Benitez, Rosa	01-27	529 Garden Ave. Lindsay CA 93247	HOME	\$40,000.00



<b>Borrower</b>	<b>Loan/Account #</b>	<b>Property Address</b>	<b>Type of HCD Loan</b>	<b>Principal Amount</b>
Bernabe, Liz	350	395 Sycamore Ave Lindsay CA 93247	CDBG	\$59,876.45
Briones, Salvador	335	925 Maple Valley Way Lindsay CA 93247	HOME	\$72,709.51
Brown, Regina Pedregon-	13339	1010 Mountain View Drive Lindsay CA 93247	HOME	\$67,036.23
Brown, Regina Pedregon-	13339	1010 Mountain View Drive Lindsay CA 93247	HOME	\$5,384.47
Cabrera, Abel Cabrera Maria	326	322 N. Orange Ave. Lindsay CA 93247	CalHOME	\$98,545.27
Cabrera, Olivero	98-11	482 Central Ave Lindsay CA 93247	HOME	\$27,111.40
Cadena, Olga	346-A	601 W. Silvercrest Dr Lindsay CA 93247	CDBG	\$40,850.00
Cadena, Olga	346-B	601 W. Silvercrest Dr Lindsay CA 93247	CalHOME	\$39,150.00
Cahuis, Juvenal Lemus Lira Yanett Lemus	12374	950 Stanford Lindsay CA 93247	CalHOME	\$56,600.00
Cahuis, Juvenal Lemus Lira Yanett Lemus	12374PI	950 Stanford Lindsay CA 93247	CalHOME	\$3,400.00

<b>Borrower</b>	<b>Loan/Account #</b>	<b>Property Address</b>	<b>Type of HCD Loan</b>	<b>Principal Amount</b>
Calderon, Dominga	98-99-35	245 N. Harvard Lindsay CA 93247	HOME	\$29,338.07
Camacho, Antonio Alcantar Cesilia	96-24	1502 E. Tulare Rd. Lindsay CA 93247	HOME	\$39,989.07
Cano, Anna	341	1150 Hamlin Way Lindsay CA 93247	HOME	\$45,000.00
Carrillo, Heriberto Carrillo Yolanda	92-17	233 Valencia Lindsay CA 93247	HOME	\$23,030.00
Carrillo, Heriberto Carrillo Yolanda	92-17	233 Valencia Lindsay CA 93247	HOME	\$14,294.00
Cartegena, Pedro Cartegena Maria Carmen	02-201	531 N. Elmwood Lindsay CA 93247	HOME	\$18,000.00
Cartegena, Pedro Cartegena Maria Carmen	02-201	531 N. Elmwood Lindsay CA 93247	HOME	\$72,750.00
Castaneda, Alejandro	202-04	265 North Sweet Brier Lindsay CA 93247	CDBG	\$40,000.00
Castanon, Jose Castanon Antonia	93-14-A	347 Eastwood Lindsay CA 93247	CDBG	\$17,250.00

<b>Borrower</b>	<b>Loan/Account #</b>	<b>Property Address</b>	<b>Type of HCD Loan</b>	<b>Principal Amount</b>
Castanon, Jose Castanon Antonia	93-14-A	347 Eastwood Lindsay CA 93247	CDBG	\$10,300.00
Castanon, Jose Castanon Antonia	93-14-A	347 Eastwood Lindsay CA 93247	CDBG	\$0.00
Castanon, Jose Castanon Antonia	93-14-B	347 Eastwood Lindsay CA 93247	CDBG	\$0.00
Castanon, Jose Castanon Antonia	93-14-B	347 Eastwood Lindsay CA 93247	HOME	\$10,000.00
Castillo, Janice	1612	470 N. Mirage Lindsay CA 93247	CDBG	\$18,000.00
Castillo, Janice	1612	470 N. Mirage Lindsay CA 93247	CDBG	\$22,600.00
Castro, Estela	00-102	491 Eastwood Ave. Lindsay CA 93247	HOME	\$18,000.00
Castro, Estela	00-102	491 Eastwood Ave. Lindsay CA 93247	HOME	\$63,375.00
Ceballos, Susana	12380	622 Silvercrest Drive Lindsay CA 93247	CalHOME	\$32,000.00
Cerros, Eduardo	338	210 Matthew Court Lindsay CA 93247	HOME	\$50,000.00
Cervantes, Juan Luis	12443	695 Apia Street Lindsay CA 93247	CalHOME	\$54,000.00

<b>Borrower</b>	<b>Loan/Account #</b>	<b>Property Address</b>	<b>Type of HCD Loan</b>	<b>Principal Amount</b>
Cervantez, Angel Cervantez Raquel	R1609	365 Lafayette Lindsay CA 93247	CDBG	\$25,000.00
Chapa, John Chapa Lilia Olga	2841	975 W. Fresno Lindsay CA 93247	CDBG	\$12,208.00
Contreras, Gabriel Barajas	02-01	384 Stanford Ave. Lindsay CA 93247	HOME	\$34,223.15
Contreras, Sandra	05-01	240 Matthew Court Lindsay CA 93247	CDBG	\$40,000.00
Contreras, Sandra	05-01	240 Matthew Court Lindsay CA 93247	CDBG	\$80,000.00
Contreras, Sandra	05-01	240 Matthew Court Lindsay CA 93247	CDBG	\$36,272.19
Corona, Benigno Corona Leticia	1702	505 Homassel Av Lindsay CA 93247	CDBG	\$16,045.00
Corona, Benigno Corona Leticia	1702	505 Homassel Av Lindsay CA 93247	CDBG	\$0.00
Corona, Felipe	13147	439 N. Harvard Lindsay CA 93247	HOME	\$30,654.96
Corralejo, Jonathan	13398	774 Monte Vista Drive Lindsay CA 93247	HOME	\$46,192.21
Correa, Micaela	907	440 First St Lindsay CA 93247	CDBG	\$27,500.00
Cortez Vega, Auxilio	96-22	1354 Dawn St Lindsay CA 93247	HOME	\$39,730.82

<b>Borrower</b>	<b>Loan/Account #</b>	<b>Property Address</b>	<b>Type of HCD Loan</b>	<b>Principal Amount</b>
Cruz, David Cruz Nancy	1108	517 Homassel Av Lindsay CA 93247	CDBG	\$7,958.36
Cruz, David Cruz Nancy	1108	517 Homassel Av Lindsay CA 93247	CDBG	\$18,500.00
Cruz, Maria	92-11	944 E. Tulare Rd. Lindsay CA 93247	HOME	\$38,250.00
Cruz, Maria	92-11	944 E. Tulare Rd. Lindsay CA 93247	HOME	\$0.00
Cruz, Sophia	1101	334 N. Cambridge Lindsay CA 93247	CDBG	\$29,205.00
De La Rosa, Antonio	11639	946 Maple Valley Way Lindsay CA 93247	CalHOME	\$36,822.00
Diaz, Estreverto	342-A	495 Van Ness Lindsay CA 93247	CalHOME	\$38,150.99
Diaz, Estreverto	342-B	495 Van Ness Lindsay CA 93247	CDBG	\$7,400.00
Duran, Graciela	323-A	255 Matthew Ct. Lindsay CA 93247	HOME	\$77,022.82
Duran, Graciela	323-B	255 Matthew Ct. Lindsay CA 93247	CalHOME	\$39,150.00
Escalera, Julio Escalera Sonia	92-04A	630 N. Homassel Av Lindsay CA 93247	HOME	\$19,620.00

<b>Borrower</b>	<b>Loan/Account #</b>	<b>Property Address</b>	<b>Type of HCD Loan</b>	<b>Principal Amount</b>
Escalera, Julio Escalera Sonia	92-04A	630 N. Homassel Av Lindsay CA 93247	HOME	\$0.00
Escalera, Julio Escalera Sonia	92-04A	630 N. Homassel Av Lindsay CA 93247	CDBG	\$0.00
Escobar, Jose Escobar Veronica	00-07	1290 E. Hermosa Ave Lindsay CA 93247	CalHOME	\$20,000.00
Espinoza, Alberto	96-23	985 N. Sycamore Ave Lindsay CA 93247	HOME	\$30,882.65
Espinoza, Gerardo	96-21	346 Van Ness Ave Lindsay CA 93247	HOME	\$39,720.76
Espinoza, Omar	11095	174 Linda Vista Dr. Lindsay CA 93247	CalHOME	\$26,500.00
Espinoza, Rafael Espinoza Maria	318	575 N Homassel Lindsay CA 93247	HOME	\$120,000.00
Espinoza, Ramon	12084	642 W. Honolulu Dr. Lindsay CA 93247	CalHOME	\$40,000.00
Espinoza Martinez, Daniel	12446	786 Sunset Drive Lindsay CA 93247	CalHOME	\$42,700.00
Esquibel, Victoria	1018	376 E. Tulare Rd. Lindsay CA 93247	CDBG	\$27,150.00
Estrada, Michael	The Orange	172 W. Honolulu St Lindsay CA 93247	CDBG	\$1,322.42



<b>Borrower</b>	<b>Loan/Account #</b>	<b>Property Address</b>	<b>Type of HCD Loan</b>	<b>Principal Amount</b>
Estrada, Salvador Estrada Maria	99-104	950 W. Fairview St Lindsay CA 93247	HOME	\$6,000.00
Felix, Gilbert Felix Julia	902	496 N. Elmwood Lindsay CA 93247	CDBG	\$27,500.00
Flores, Omar	11861	1332 Bond Court Lindsay CA 93247	CalHOME	\$56,600.00
Flores, Omar	11861-B	1332 Bond Court Lindsay CA 93247	CalHOME	\$3,400.00
Flores, Elvia	1015	158 Center Lindsay CA 93247	CDBG	\$15,600.00
Frias, Alma	304	740 Sherwood Way Lindsay CA 93247	CalHOME	\$93,998.81
Garcia, Juan Garcia Roselia	330-A	280 Sycamore Ave Lindsay CA 93247	CalHOME	\$22,448.00
Garcia, Juan Garcia Roselia	330-A	280 Sycamore Ave Lindsay CA 93247	HOME	\$3,602.00
Garcia, Juan Garcia Roselia	330-B	280 Sycamore Ave Lindsay CA 93247	CalHOME	\$39,150.00
Garcia, Leon Garcia Catalina	95-36	446 Sycamore Lindsay CA 93247	HOME	\$4,195.80
Garcia, Leon Garcia Catalina	95-36	446 Sycamore Lindsay CA 93247	HOME	\$14,150.00

<b>Borrower</b>	<b>Loan/Account #</b>	<b>Property Address</b>	<b>Type of HCD Loan</b>	<b>Principal Amount</b>
Garcia, Lucio	12436	438 Central Avenue Lindsay CA 93247	CalHOME	\$60,000.00
Gil, Antonia	L1704	638 N. Sweet Brier Lindsay CA 93247	CDBG	\$18,000.00
Gil, Antonia	L1704	638 N. Sweet Brier Lindsay CA 93247	CDBG	\$20,250.00
Gil, Antonia	L1704	638 N. Sweet Brier Lindsay CA 93247	CDBG	\$0.00
Gomez, Frank Gomez Griselda	319	368 N. Laurel Lindsay CA 93247	HOME	\$120,000.00
Gomez, Jose Gomez Irma	00-09	385 North Orange Ave. Lindsay CA 93247	CalHOME	\$29,859.82
Gomez, Juan	321-A	454 N. Van Ness Lindsay CA 93247	HOME	\$6,850.00
Gomez, Juan	321-B	454 N. Van Ness Lindsay CA 93247	CalHOME	\$39,150.00
Gomez Alvarez, Alma	13526	1059 Sherman Court Lindsay CA 93247	HOME	\$44,983.27
Gonzalez, Jose	97-99-32	515 N. Elmwood Lindsay CA 93247	HOME	\$29,825.80
Gonzalez, Jose Gonzalez Gloria	L202-11	201 North Sweet Brier Lindsay CA 93247	Mixed	\$60,000.00

<b>Borrower</b>	<b>Loan/Account #</b>	<b>Property Address</b>	<b>Type of HCD Loan</b>	<b>Principal Amount</b>
Gonzalez, Jose Gonzalez Gloria	L202-11	201 North Sweet Brier Lindsay CA 93247	CalHOME	\$30,000.00
Gonzalez, Jose Gonzalez Gloria	L202-11	201 North Sweet Brier Lindsay CA 93247	HOME	\$17,626.00
Gonzalez, Patricia	12821-A	738 Homassel Ave Lindsay CA 93247	CalHOME	\$56,600.00
Gonzalez, Patricia	12821-B	738 Homassel Ave Lindsay CA 93247	CalHOME	\$2,632.97
Gonzalez, Rafael Gonzalez Maria Dolores	95-33	121 N. Harvard Lindsay CA 93247	HOME	\$4,004.98
Gonzalez, Rafael Gonzalez Maria Dolores	95-33	121 N. Harvard Lindsay CA 93247	HOME	\$13,980.00
Gonzalez, Rosalio	02-202	433 N. Harvard Lindsay CA 93247	HOME	\$91,850.00
Gonzalez, Rufino Andrade Gonzalez Carmen	C1802	445 Lafayette Lindsay CA 93247	CDBG	\$25,200.00
Gonzalez, Rufino Andrade Gonzalez Carmen	C1802	445 Lafayette Lindsay CA 93247	CDBG	\$29,030.00
Gonzalez, Yolanda	1017	659 N. Sweet Brier Lindsay CA 93247	CDBG	\$29,000.00

<b>Borrower</b>	<b>Loan/Account #</b>	<b>Property Address</b>	<b>Type of HCD Loan</b>	<b>Principal Amount</b>
Gonzalez-Espinoza, Brian	13550	337 Van Ness Ave. Lindsay CA 93247	HOME	\$32,630.82
Groves At Lindsay, The	187	187 S. Westwood Lindsay CA 93247	HOME	\$1,170,000.00
Guerra, Edgard	12036	777 N. Bellah Ave. Lindsay CA 93247	CalHOME	\$53,380.06
Gutierrez, John Gutierrez Esther	816	277 Lafayette Lindsay CA 93247	CDBG	\$13,000.00
Gutierrez, Joshua	10908	1013 Hickory St. Lindsay CA 93247	CalHOME	\$57,712.00
Gutierrez, Maria	Angel Garden	314 S. Mirage Lindsay CA 93247	CDBG	\$2,606.68
Gutierrez, Roberto Gutierrez Herlinda	1610	396 N. Sweet Brier Lindsay CA 93247	CDBG	\$25,000.00
Gutierrez, Roberto Gutierrez Herlinda	1610	396 N. Sweet Brier Lindsay CA 93247	CDBG	\$35,500.00
Gutierrez, Ruben	00-13	225 East Hickory Street Lindsay CA 93247	CalHOME	\$17,150.00
Hartley, John Hartley Linda	R94-16-23	426 W. Honolulu Units 1-8 Lindsay CA 93247	Mixed	\$380,605.00
Hernandez, Danny Hernandez Juanita	04-08	331 Van Ness Lindsay CA 93247	HOME	\$40,000.00

<b>Borrower</b>	<b>Loan/Account #</b>	<b>Property Address</b>	<b>Type of HCD Loan</b>	<b>Principal Amount</b>
Hernandez, Danny Hernandez Juanita	04-08	331 Van Ness Lindsay CA 93247	HOME	\$65,000.00
Hernandez, Eric	328-A	493 Matthew Place Lindsay CA 93247	CDBG	\$22,901.00
Hernandez, Eric	328-B	493 Matthew Place Lindsay CA 93247	CDBG	\$2,506.76
Hernandez, Eric	328-C	493 Matthew Place Lindsay CA 93247	HOME	\$67,412.00
Hernandez, Guadalupe Hernandez Norma	10929	703 W. Silvercrest Dr Lindsay CA 93247	CalHOME	\$29,489.00
Hernandez, Guadalupe Hernandez Norma	10971	703 W. Silvercrest Dr Lindsay CA 93247	CalHOME	\$36,040.19
Hernandez, Martha	93-11A	465 Van Ness Lindsay CA 93247	CDBG	\$24,200.00
Hernandez, Martha	93-11A	465 Van Ness Lindsay CA 93247	CDBG	\$4,880.00
Hernandez, Martha	93-11A	465 Van Ness Lindsay CA 93247	CDBG	\$0.00
Hernandez, Martha	93-11C	465 Van Ness Lindsay CA 93247	CDBG	\$0.00
Hernandez, Martha	93-11C	465 Van Ness Lindsay CA 93247	CDBG	\$6,570.00
Hernandez, Rosemarie Hernandez Mario	1013	437 N. Gale Hill Lindsay CA 93247	CDBG	\$28,550.00

<b>Borrower</b>	<b>Loan/Account #</b>	<b>Property Address</b>	<b>Type of HCD Loan</b>	<b>Principal Amount</b>
Hernandez, Rosemarie Hernandez Mario	1013	437 N. Gale Hill Lindsay CA 93247	CDBG	\$294.00
Hernandez Mendoza, Agustin	332	985 Maple Valley Way Lindsay CA 93247	CDBG	\$60,000.00
Hernandez Santos, Alfredo Hernandez	10836	750 W. Silvercrest Dr. Lindsay CA 93247	CalHOME	\$36,600.00
Hernandez Santos, Alfredo Hernandez	10837	750 W. Silvercrest Dr. Lindsay CA 93247	CDBG	\$23,400.00
Hernandez-Mejia Jr., Ricardo	327	463 Matthew Place Lindsay CA 93247	HOME	\$93,000.00
Hoppe, Agustina Robles Jose	96-06	203 Lafayette Lindsay CA 93247	HOME	\$26,713.36
Hoppe, Agustina Robles Jose	96-06	203 Lafayette Lindsay CA 93247	HOME	\$0.00
Huerta, Felipe	97-06	1064 Denver St Lindsay CA 93247	HOME	\$40,000.00
Hurtado, Jose Miranda Vanessa	11866	1272 Bond Court Lindsay CA 93247	CalHOME	\$52,500.00



<b>Borrower</b>	<b>Loan/Account #</b>	<b>Property Address</b>	<b>Type of HCD Loan</b>	<b>Principal Amount</b>
Ibarra, Omar	11689	748 N. Bellah Ave. Lindsay CA 93247	CalHOME	\$48,900.00
Jassi, Victor	00-12	270 East Matthew Court Lindsay CA 93247	CalHOME	\$17,260.00
Jimenez, Efrain	203-03	908 Glenwood St. Lindsay CA 93247	CDBG	\$47,315.05
Jimenez, Pedro Jimenez Maria Angelina	00-106	350 Cambridge Lindsay CA 93247	HOME	\$28,800.00
Jimenez, Pedro Jimenez Maria Angelina	00-106	350 Cambridge Lindsay CA 93247	HOME	\$64,391.00
Jimenez, Vicente	97-07	155 Linda Vista Lindsay CA 93247	HOME	\$38,957.82
Lara, Jose	03-02	289 Lindsay St. Lindsay CA 93247	HOME	\$92,500.00
Lemus, Adolfo Lemus Maria	97-99-30	720 Monte Vista Drive Lindsay CA 93247	HOME	\$22,808.01
Lemus, Cipriano	H1803	475 E. Hermosa Lindsay CA 93247	HOME	\$55,842.52
Lemus, Jesenia Ibarra	00-10	645 North Mirage Lindsay CA 93247	CalHOME	\$26,000.00
Lemus, Jose S Lemus Maria G. Lopez De	12858	991 Denver St Lindsay CA 93247	CalHOME	\$51,065.66

<b>Borrower</b>	<b>Loan/Account #</b>	<b>Property Address</b>	<b>Type of HCD Loan</b>	<b>Principal Amount</b>
Lemus, Lorenzo Garcia Patricia	00-14	455 N. Third St. Lindsay CA 93247	CalHOME	\$27,525.06
Lemus, Luis Lira Rodriguez Maria	12049A	703 W. Honolulu Dr. Lindsay CA 93247	CalHOME	\$56,600.00
Lemus, Luis Lira Rodriguez Maria	12049B	703 W. Honolulu Dr. Lindsay CA 93247	CalHOME	\$3,400.00
Lemus, Miguel Lemus Consuelo	97-99-27	241 East Sierra View St. Lindsay CA 93247	HOME	\$23,242.57
Lemus, Olga Lira Lira Lemus Blanca	03-10	141 Linda Vista Lindsay CA 93247	HOME	\$120,000.00
Lemus, Silvestre	04-09	961 Lafayette Avenue Lindsay CA 93247	HOME	\$40,000.00
Lemus, Silvestre	04-09	961 Lafayette Avenue Lindsay CA 93247	HOME	\$71,650.00
Lemus, Silvestre	04-09	961 Lafayette Avenue Lindsay CA 93247	HOME	\$39,743.31
Lemus Jr., Daniel Lemus Maria Dolores	01-29	835 North Bellah Ave. Lindsay CA 93247	HOME	\$40,000.00
Linarez, Joe Linarez Linda	1102	1064 N. Sycamore Lindsay CA 93247	CDBG	\$18,487.25
Lira, Jesus Lemus Magana Alma	12987	321 Van Ness Avenue Lindsay CA 93247	HOME	\$37,000.00

<b>Borrower</b>	<b>Loan/Account #</b>	<b>Property Address</b>	<b>Type of HCD Loan</b>	<b>Principal Amount</b>
Lopez, Gerardo Lopez Josefina	01-24	1559 Clintwood Dr. Lindsay CA 93247	HOME	\$27,587.38
Lopez, Salvador Lopez Maria	01-05	1072 Denver Street Lindsay CA 93247	HOME	\$30,000.00
Lupio, Eunice Lupio Jesse	1119	906 W. Fresno Lindsay CA 93247	CDBG	\$37,015.00
Lupio, Guadalupe	R1710	488 Orange Lindsay CA 93247	CDBG	\$22,500.00
Macias, Luz	03-01	937 Grove Lane Lindsay CA 93247	HOME	\$40,000.00
Macias, Luz	03-01	937 Grove Lane Lindsay CA 93247	HOME	\$39,470.00
Macias, Sylvia	04-05	834 Fresno St. Lindsay CA 93247	HOME	\$40,000.00
Macias, Sylvia	04-05	834 Fresno St. Lindsay CA 93247	HOME	\$50,990.04
Magana, Narsiso Magana Delgadina	96-26	542 N. Mirage Lindsay CA 93247	HOME	\$39,960.43
Magana, Susana	L02-04	169 W. Samoa Lindsay CA 93247	HOME	\$50,407.00
Magana, Susana	L02-04	169 W. Samoa Lindsay CA 93247	HOME	\$51,977.00
Magana, Yesenia	01-23	595 N. Mirage Lindsay CA 93247	HOME	\$35,900.00

<b>Borrower</b>	<b>Loan/Account #</b>	<b>Property Address</b>	<b>Type of HCD Loan</b>	<b>Principal Amount</b>
Mandujano, Ernesto Beman Luz	95-43	620 Homassel Av Lindsay CA 93247	HOME	\$20,000.00
Manzo, Leonardo Manzo Maria	02-02-A	384 North Orange Lindsay CA 93247	HOME	\$0.00
Manzo, Leonardo Manzo Maria	02-02-A	384 North Orange Lindsay CA 93247	CDBG	\$0.00
Manzo, Leonardo Manzo Maria	02-02-A	384 North Orange Lindsay CA 93247	CDBG	\$0.00
Manzo, Leonardo Manzo Maria	02-02-A	384 North Orange Lindsay CA 93247	Mixed	\$49,224.03
Manzo, Leonardo Manzo Maria	02-02-B	384 North Orange Lindsay CA 93247	CDBG	\$0.00
Manzo, Leonardo Manzo Maria	02-02-B	384 North Orange Lindsay CA 93247	CDBG	\$0.00
Marquez, Tomasa Marquez Jose	710	263 N. Stanford Lindsay CA 93247	CDBG	\$24,985.00
Marquez Dominguez, Ricardo	13656	840 Ash Avenue Lindsay CA 93247	HOME	\$44,048.91
Martinez, Francisco Martinez Estela	1206	465 N. Westwood Lindsay CA 93247	CDBG	\$27,214.00
Martinez, Manuel Martinez Sylvia	96-25	487 N. Mirage Lindsay CA 93247	HOME	\$39,805.68

<b>Borrower</b>	<b>Loan/Account #</b>	<b>Property Address</b>	<b>Type of HCD Loan</b>	<b>Principal Amount</b>
Martinez, Rigoberto	12377	621 West Apia Street Lindsay CA 93247	CalHOME	\$15,000.00
Martinez, Rosalba	98-99-37	760 N. Maple Lindsay CA 93247	HOME	\$39,782.45
Martinez Lemus, Eliseo	320	504 Mountain View Drive Lindsay CA 93247	HOME	\$84,913.39
Martinez-Orosco, Luis Martinez Maria	13279	233 Homassel Avenue Lindsay CA 93247	HOME	\$40,000.00
Mata-Lopez, Diana Lopez Alforzo	1213	477 N. Westwood Lindsay CA 93247	CDBG	\$15,710.00
Mata-Lopez, Diana Lopez Alforzo	1213	477 N. Westwood Lindsay CA 93247	CDBG	\$11,940.00
Mendez, Adalberto	99-40	457 N. Westwood Lindsay CA 93247	HOME	\$29,862.39
Mendez, Jessica	11738	948 Maple Valley Way Lindsay CA 93247	CalHOME	\$56,600.00
Mendez, Jessica	11738B	948 Maple Valley Way Lindsay CA 93247	CalHOME	\$1,700.00
Mendez, Maria	345-A	985 Stanford Ave Lindsay CA 93247	CalHOME	\$39,150.00
Mendez, Maria	345-B	985 Stanford Ave Lindsay CA 93247	Mixed	\$21,850.00

<b>Borrower</b>	<b>Loan/Account #</b>	<b>Property Address</b>	<b>Type of HCD Loan</b>	<b>Principal Amount</b>
Mendoza, Alberto Mendoza Rosa Maria	01-26	814 Fresno St. Lindsay CA 93247	HOME	\$39,939.48
Mendoza, Alberto Mendoza Rosa Maria	01-26	814 Fresno St. Lindsay CA 93247	HOME	\$31,108.58
Mendoza, Noe	315-A	950 Maple Valley Way Lindsay CA 93247	HOME	\$80,850.00
Mendoza, Noe	315-B	950 Maple Valley Way Lindsay CA 93247	CalHOME	\$36,080.95
Mendoza, Rosa	344	730 Hamlin Way Lindsay CA 93247	HOME	\$59,500.00
Millan, Nancy Millan David	1205	458 N. Harvard Lindsay CA 93247	CDBG	\$35,000.00
Millan, Robert Millan Maria	93-09A	472 N. Harvard Lindsay CA 93247	HOME	\$20,520.00
Millan, Robert Millan Maria	93-09A	472 N. Harvard Lindsay CA 93247	HOME	\$23,400.00
Miranda, Gloria	343	468 Matthew Place Lindsay CA 93247	CalHOME	\$24,900.00
Montiel, Veronica	11916	681 W. Silvercrest Dr. Lindsay CA 93247	CalHOME	\$30,000.00
Morales, Faviola	13150	1230 Delta Street Lindsay CA 93247	HOME	\$56,750.56
Morales, Trinidad	908	124 W. Frazier Lindsay CA 93247	CDBG	\$14,900.00



<b>Borrower</b>	<b>Loan/Account #</b>	<b>Property Address</b>	<b>Type of HCD Loan</b>	<b>Principal Amount</b>
Morales, Trinidad	908	124 W. Frazier Lindsay CA 93247	CDBG	\$0.00
Moreno, Agustin Moreno Ana	306	1270 Delta St. Lindsay CA 93247	CalHOME	\$99,621.45
Moreno, Jaime	11374	937 Maple Valley Way Lindsay CA 93247	CalHOME	\$29,370.00
Moreno, Roberto	99-101	264 W. Tulare Road Lindsay CA 93247	HOME	\$36,200.00
Moreno, Roberto	99-101	264 W. Tulare Road Lindsay CA 93247	HOME	\$15,600.00
Munoz, Gonzalo Munoz Rosa	325-A	1020 Lea Way Lindsay CA 93247	HOME	\$80,850.00
Munoz, Gonzalo Munoz Rosa	325-B	1020 Lea Way Lindsay CA 93247	CalHOME	\$39,150.00
Munoz, Rogelio Munoz Elizabeth	1201	231 Oxford Lindsay CA 93247	CDBG	\$32,237.00
Narvaiz, Hector	07-05	280 Matthew Court Lindsay CA 93247	HOME	\$114,000.00
Navarro, Erica	329-A	933 Maple Valley Way Lindsay CA 93247	CDBG	\$94,313.00

<b>Borrower</b>	<b>Loan/Account #</b>	<b>Property Address</b>	<b>Type of HCD Loan</b>	<b>Principal Amount</b>
Navarro, Erica	329-B	933 Maple Valley Way Lindsay CA 93247	HOME	\$12,962.18
Navarro, Fabian	312-A	931 Lafayette Lindsay CA 93247	CalHOME	\$75,520.00
Navarro, Fabian	312-B	931 Lafayette Lindsay CA 93247	HOME	\$14,989.87
Navarro, Francisco Rangel Esmer	11613	261 S. Stanford Lindsay CA 93247	HOME	\$60,000.00
Navarro, Jacqueline	L203-04	955 Olivewood Lindsay CA 93247	CDBG	\$130,000.00
Navarro, Jacqueline	L203-04	955 Olivewood Lindsay CA 93247	CDBG	\$89,288.20
Navarro, Jacqueline	L203-04	955 Olivewood Lindsay CA 93247	CalHOME	\$98,713.00
Navarro, Luis Navarro Gloria	95-13	683 N. Mirage Lindsay CA 93247	HOME	\$2,716.11
Navarro, Luis Navarro Gloria	95-13	683 N. Mirage Lindsay CA 93247	HOME	\$11,400.00
Nunez, Jose Rivas Maria	95-25	426 Westmore Court Lindsay CA 93247	HOME	\$2,822.30
Nunez, Jose Rivas Maria	95-25	426 Westmore Court Lindsay CA 93247	HOME	\$16,600.00
Nunez, Salvador Nunez Ma Del Pilar	12375	977 Olivewood St. Lindsay CA 93247	CalHOME	\$36,000.00

<b>Borrower</b>	<b>Loan/Account #</b>	<b>Property Address</b>	<b>Type of HCD Loan</b>	<b>Principal Amount</b>
Orozco, Concepcion Ibarra Angel	1504	425 E. Hermosa Lindsay CA 93247	CDBG	\$18,000.00
Orozco, Concepcion Ibarra Angel	1504	425 E. Hermosa Lindsay CA 93247	CDBG	\$28,890.00
Pacheco, Angela	12216	955 Homassel Ave. Lindsay CA 93247	HOME	\$44,000.00
Padron, Sorina	322-A	161 Linda Vista Dr. Lindsay CA 93247	HOME	\$43,350.00
Padron, Sorina	322-B	161 Linda Vista Dr. Lindsay CA 93247	CalHOME	\$39,150.00
Paniagua, J Alvaro	11982	621 W. Silvercrest Dr. Lindsay CA 93247	CalHOME	\$31,187.00
Paniagua, J Alvaro	11982	621 W. Silvercrest Dr. Lindsay CA 93247	CalHOME	\$20,813.00
Patterson, Joseph Patterson Shannon	04-06	1038 Mountain View Drive Lindsay CA 93247	HOME	\$40,000.00
Patterson, Joseph Patterson Shannon	04-06	1038 Mountain View Drive Lindsay CA 93247	HOME	\$37,300.00
Perez, Ermerita	1208	1015 Sindlinger Dr Lindsay CA 93247	CDBG	\$5,225.00

<b>Borrower</b>	<b>Loan/Account #</b>	<b>Property Address</b>	<b>Type of HCD Loan</b>	<b>Principal Amount</b>
Perez, Ermerita	1208	1015 Sindlinger Dr Lindsay CA 93247	CDBG	\$0.00
Perez, Ermerita	1208	1015 Sindlinger Dr Lindsay CA 93247	CDBG	\$4,375.00
Perez, Raquel	305-A	834 Ash Avenue Lindsay CA 93247	CalHOME	\$100,000.00
Perez, Raquel	305-B	834 Ash Avenue Lindsay CA 93247	HOME	\$17,597.68
Perez, Sandy	L203-07	417 Memory Lane Lindsay CA 93247	CDBG	\$87,791.00
Perez, Sandy	L203-07	417 Memory Lane Lindsay CA 93247	HOME	\$79,920.97
Perez, Teresa Perez Salvador	92-14A	1001 Denver St Lindsay CA 93247	HOME	\$16,490.00
Perez, Teresa Perez Salvador	92-14A	1001 Denver St Lindsay CA 93247	HOME	\$20,300.00
Perez, Teresa Perez Salvador	92-14A	1001 Denver St Lindsay CA 93247	HOME	\$0.00
Perez (Villa), Carmen	716	343 N. Harvard Lindsay CA 93247	CDBG	\$10,838.55
Perez De Rivera, Guadalupe	11157	927 Olivewood St. Lindsay CA 93247	CalHOME	\$40,000.00

<b>Borrower</b>	<b>Loan/Account #</b>	<b>Property Address</b>	<b>Type of HCD Loan</b>	<b>Principal Amount</b>
Pizano, Jose Pizano Ester	95-32	735 Monte Circle Lindsay CA 93247	HOME	\$2,708.48
Pizano, Jose Pizano Ester	95-32	735 Monte Circle Lindsay CA 93247	HOME	\$16,680.00
Puentes- Moragles, Daniel Puentes Ermel	11583	622 W. Honolulu Dr. Lindsay CA 93247	CalHOME	\$56,600.00
Puentes- Moragles, Daniel Puentes Ermel	11583-B	622 W. Honolulu Dr. Lindsay CA 93247	CalHOME	\$3,400.00
Ramirez, Raul	07-01	247 Sycamore Lindsay CA 93247	HOME	\$0.00
Ramirez, Raul	07-01	247 Sycamore Lindsay CA 93247	HOME	\$80,000.00
Ramirez, Raul	07-01	247 Sycamore Lindsay CA 93247	HOME	\$40,000.00
Ramos, Ruben	R95-102/103	632 & 632 1/2 N. Gale Hill Lindsay CA 93247	HOME	\$93,000.00
Rangel, Elidia	C1801	1082 Denver St Lindsay CA 93247	CDBG	\$21,600.00
Rangel, Elidia	C1801	1082 Denver St Lindsay CA 93247	CDBG	\$30,817.00
Rangel, Elidia	C1801	1082 Denver St Lindsay CA 93247	CDBG	\$16,692.57

<b>Borrower</b>	<b>Loan/Account #</b>	<b>Property Address</b>	<b>Type of HCD Loan</b>	<b>Principal Amount</b>
Rangel Lemus, Elvia	337	707 Bellah Lindsay CA 93247	HOME	\$86,500.00
Reberra, Carlos	351	486 Cottonwood Lindsay CA 93247	CalHOME	\$55,477.13
Reini, Elvira Reini LeRoy	2863/3034	860 W. Tulare Rd. Lindsay CA 93247	CDBG	\$18,461.00
Renteria, Miguel Renteria Maria	98-99-36	340 N. Bellah Avenue Lindsay CA 93247	HOME	\$32,966.50
Renteria, Olga	11205	481 Third St. Lindsay CA 93247	HOME	\$91,425.00
Reyes, David	04-02	847 Fresno St. Lindsay CA 93247	HOME	\$40,000.00
Reyes, David	04-02	847 Fresno St. Lindsay CA 93247	HOME	\$44,199.60
Reyes, Domingo Reyes Cristina	98-99-38	205 N. Sycamore Lindsay CA 93247	HOME	\$29,353.46
Reyes, Gabriel	00-01	428 Van Ness Lindsay CA 93247	CalHOME	\$19,931.56
Reyes, Ruben	95-61	629 E. Hermosa Lindsay CA 93247	HOME	\$18,500.00
Rios 3rd, Refugio Rios Jennifer	R888	123 W. Honolulu, Lindsay, CA Lindsay CA 93247	HOME	\$390,000.00
Rivera, Erica	12685	488 Westwood Avenue Lindsay CA 93247	CalHOME	\$50,000.00

<b>Borrower</b>	<b>Loan/Account #</b>	<b>Property Address</b>	<b>Type of HCD Loan</b>	<b>Principal Amount</b>
Rodriguez, Dionicio	00-04	875 Fresno St Lindsay CA 93247	CalHOME	\$19,964.03
Rodriguez, Hilario Rodriguez Bonifacio	92-18B	395 Santa Fe Lindsay CA 93247	HOME	\$16,715.00
Rodriguez, Hilario Rodriguez Bonifacio	92-18B	395 Santa Fe Lindsay CA 93247	HOME	\$13,705.00
Rodriguez, Hilario Rodriguez Bonifacio	92-18B	395 Santa Fe Lindsay CA 93247	HOME	\$0.00
Rodriguez, Josefina	02-05	685 N. Mirage Ave. Lindsay CA 93247	HOME	\$40,000.00
Rodriguez, Josefina	02-05	685 N. Mirage Ave. Lindsay CA 93247	HOME	\$69,000.00
Rodriguez, Juan Carlos	11883	710 Sunset Drive Lindsay CA 93247	CalHOME	\$48,400.00
Rodriguez, Margarita Rodriguez Jorge	7020	465 N. Harvard Lindsay CA 93247	CDBG	\$12,580.75
Rodriguez, Maria	1110	634 N. Mirage Lindsay CA 93247	CDBG	\$30,500.00



<b>Borrower</b>	<b>Loan/Account #</b>	<b>Property Address</b>	<b>Type of HCD Loan</b>	<b>Principal Amount</b>
Rodriguez, Maria	1110	634 N. Mirage Lindsay CA 93247	CDBG	\$1,600.00
Rodriguez, Raul Rodriguez Eulalia	10857	430 Westwood Lindsay CA 93247	HOME	\$67,460.00
Rodriguez, Raul Rodriguez Eulalia	92-13A	430 Westwood Lindsay CA 93247	HOME	\$19,620.00
Rodriguez, Raul Rodriguez Eulalia	92-13A	430 Westwood Lindsay CA 93247	HOME	\$2,789.00
Rodriguez, Raul Rodriguez Eulalia	92-13B	430 Westwood Lindsay CA 93247	CDBG	\$3,504.80
Rodriguez, Venancia Rodriguez Consuelo	1012	563 N. Gale Hill Lindsay CA 93247	CDBG	\$27,280.00
Rodriguez, Vicki	1112	1059 Sycamore Lindsay CA 93247	CDBG	\$10,663.00
Romero, Sergio	03-07	244 South Harvard Lindsay CA 93247	HOME	\$119,905.00
Ruiz, Arturo	349	661 W. Silvercrest Lindsay CA 93247	CalHOME	\$59,000.00
Ruiz, Guadalupe	314	836 Ash St. Lindsay CA 93247	CalHOME	\$97,528.08
Said, Mohsin	L02-01	163 W. Samoa Lindsay CA 93247	HOME	\$77,350.00
Said, Mohsin	L02-01	163 W. Samoa Lindsay CA 93247	HOME	\$29,659.00

<b>Borrower</b>	<b>Loan/Account #</b>	<b>Property Address</b>	<b>Type of HCD Loan</b>	<b>Principal Amount</b>
Salas, Antonia	1611	438 Westwood Lindsay CA 93247	CDBG	\$21,600.00
Salas, Antonia	1611	438 Westwood Lindsay CA 93247	CDBG	\$23,850.00
Salas, Antonia	1611	438 Westwood Lindsay CA 93247	CDBG	\$0.00
Salas, Jose Luis Salas Veronica	00-101	670 Blue Gum Lindsay CA 93247	HOME	\$21,600.00
Salas, Jose Luis Salas Veronica	00-101	670 Blue Gum Lindsay CA 93247	HOME	\$39,974.00
Salazar, Francisco Salazar Petra	10986	445 Eastwood Ave. Lindsay CA 93247	HOME	\$105,000.00
Salinas, Herlinda Salinas Olga	1019	257 Pleasant Lindsay CA 93247	CDBG	\$31,300.00
Salinas, Nicole	10960	266 Lindero Avenue Lindsay CA 93247	CDBG	\$21,400.00
Salinas, Nicole	10970	266 Lindero Avenue Lindsay CA 93247	CalHOME	\$850.00
Salinas, Nicole	11074	266 Lindero Avenue Lindsay CA 93247	CalHOME	\$35,750.00
Sanchez, Francisco Sanchez Maria	98-06	1016 N. Sycamore Lindsay CA 93247	HOME	\$29,954.62
Sanchez, J. Dolores Sanchez Diaz Josafat	96-16	887 N. Bellah Ave. Lindsay CA 93247	HOME	\$39,886.31

<b>Borrower</b>	<b>Loan/Account #</b>	<b>Property Address</b>	<b>Type of HCD Loan</b>	<b>Principal Amount</b>
Sanchez, Maria Sanchez Rogelio	1203	150 N. Cambridge Lindsay CA 93247	CDBG	\$18,238.00
Sanchez, Maria Sanchez Rogelio	1203	150 N. Cambridge Lindsay CA 93247	CDBG	\$0.00
Sanchez, Martha Sanchez Gregorio	95-39	823 Harvard Terrace Lindsay CA 93247	HOME	\$4,379.40
Sanchez, Martha Sanchez Gregorio	95-39	823 Harvard Terrace Lindsay CA 93247	HOME	\$15,100.00
Sanchez, Miguel Sanchez Araceli	95-06	1302 Dawn Lindsay CA 93247	HOME	\$1,192.44
Sanchez, Miguel Sanchez Araceli	95-06	1302 Dawn Lindsay CA 93247	HOME	\$18,000.00
Sanchez, Patrizia	96-19	779 Homassel Av Lindsay CA 93247	HOME	\$40,000.00
Saucedo, Juan Saucedo Josefina	92-30	494 N. Sweet Brier Lindsay CA 93247	HOME	\$16,600.00
Saucedo, Juan Saucedo Josefina	92-30	494 N. Sweet Brier Lindsay CA 93247	HOME	\$0.00
Saucedo, Juan Saucedo Josefina	92-30	494 N. Sweet Brier Lindsay CA 93247	HOME	\$5,145.00
Saucedo, Juan Saucedo Josefina	R92-31	494 1/2 N. Sweet Brier Lindsay CA 93247	HOME	\$22,929.86

<b>Borrower</b>	<b>Loan/Account #</b>	<b>Property Address</b>	<b>Type of HCD Loan</b>	<b>Principal Amount</b>
Saucedo, Juan Saucedo Josefina	R92-31	494 1/2 N. Sweet Brier Lindsay CA 93247	HOME	\$10,407.00
Serna, Arthur Serna Leonor	R95-111	363 Eastwood Lindsay CA 93247	HOME	\$45,350.00
Serna, Basilio Serna Josefina	815	480 N. Harvard Lindsay CA 93247	CDBG	\$15,224.00
Servin Jr., Martin Servin Yanet	336	838 Ash St. Lindsay CA 93247	HOME	\$80,000.00
Silva, Bertha	07-02	293 Alanwood Court Lindsay CA 93247	HOME	\$40,000.00
Silva, Bertha	07-02	293 Alanwood Court Lindsay CA 93247	HOME	\$79,017.60
Silva, Sandra	97-35	194 N. Bellah Ave. Lindsay CA 93247	HOME	\$30,625.00
Silva, Sergio Silva Maria	95-46	257 E. Valencia Lindsay CA 93247	HOME	\$4,345.18
Silva, Sergio Silva Maria	95-46	257 E. Valencia Lindsay CA 93247	HOME	\$12,800.00
Simental, Jose	202-01	205 North Sweet Brier Lindsay CA 93247	CDBG	\$39,254.22
Soto, Adriana Rene	11932	395 Mandarin Street Lindsay CA 93247	CalHOME	\$56,600.00

<b>Borrower</b>	<b>Loan/Account #</b>	<b>Property Address</b>	<b>Type of HCD Loan</b>	<b>Principal Amount</b>
Soto, Adriana Rene	11932B	395 Mandarin Street Lindsay CA 93247	CalHOME	\$3,400.00
Soto, Guadalupe Soto Juan	93-02	966 Fresno Lindsay CA 93247	HOME	\$27,520.00
Soto, Guadalupe Soto Juan	93-02	966 Fresno Lindsay CA 93247	HOME	\$16,200.00
Tapia, Jose Tapia Roselia	1512	329 Bellah Lindsay CA 93247	CDBG	\$12,500.00
Tapia, Jose Tapia Roselia	1512	329 Bellah Lindsay CA 93247	CDBG	\$0.00
Tapia, Maria Tapia Jose	1602	453 Central Ave Lindsay CA 93247	CDBG	\$25,200.00
Tapia, Maria Tapia Jose	1602	453 Central Ave Lindsay CA 93247	CDBG	\$23,800.00
Tinoco Martinez, Adelfa	L10852	145 East Lewis St Lindsay CA 93247	HOME	\$70,000.00
Torres, Roberto Torres Petra	1209	759 Monte Vista Lindsay CA 93247	CDBG	\$7,296.00
Torres, Roberto Torres Petra	1209	759 Monte Vista Lindsay CA 93247	CDBG	\$0.00
Torres, Roberto Torres Petra	1209	759 Monte Vista Lindsay CA 93247	CDBG	\$6,431.00
Varela, Silvestre Varela Victoria	L97-15	673 N. Mirage Lindsay CA 93247	Mixed	\$41,482.00

<b>Borrower</b>	<b>Loan/Account #</b>	<b>Property Address</b>	<b>Type of HCD Loan</b>	<b>Principal Amount</b>
Varela, Silvestre Varela Victoria	L97-15	673 N. Mirage Lindsay CA 93247	HOME	\$32,895.12
Varela Perez, Leonel	12414	762 W. Silvercrest Dr. Lindsay CA 93247	CalHOME	\$35,950.00
Vargas, Maria Vargas Jr. Aurelio	1014	547 Homassel Av Lindsay CA 93247	CDBG	\$10,655.00
Vargas, Maria Vargas Jr. Aurelio	1014	547 Homassel Av Lindsay CA 93247	CDBG	\$0.00
Vasquez, Roberto Vasquez Amalia	913	433 N. Homassel Av Lindsay CA 93247	CDBG	\$9,700.00
Vasquez, Roberto Vasquez Amalia	913	433 N. Homassel Av Lindsay CA 93247	CDBG	\$0.00
Vazquez, Armando Vazquez Florinda	11931	695 W. Silvercrest Drive Lindsay CA 93247	CalHOME	\$28,000.00
Vega, Miguel	99-102	354 N. Bellah Ave. Lindsay CA 93247	HOME	\$18,000.00
Vega, Miguel	99-102	354 N. Bellah Ave. Lindsay CA 93247	HOME	\$13,750.00
Vega-Ojeda, Ventura Vega Maria	334	832 Ash St. Lindsay CA 93247	HOME	\$86,830.72
Villareal, Mayra	03-06A	930 Princeton Lindsay CA 93247	CDBG	\$0.00

<b>Borrower</b>	<b>Loan/Account #</b>	<b>Property Address</b>	<b>Type of HCD Loan</b>	<b>Principal Amount</b>
Villareal, Mayra	03-06A	930 Princeton Lindsay CA 93247	CDBG	\$25,852.00
Villareal, Mayra	03-06A	930 Princeton Lindsay CA 93247	CDBG	\$40,000.00
Villareal, Mayra	03-06B	930 Princeton Lindsay CA 93247	Mixed	\$34,148.00
Withnell, Melvin	1218	1031 Sindlinger Dr Lindsay CA 93247	CDBG	\$9,148.00
Withnell, Melvin	1218	1031 Sindlinger Dr Lindsay CA 93247	CDBG	\$8,445.00
Zaragoza Lopez, Alejandro	12949A	823 Bond Way Lindsay CA 93247	CalHOME	\$32,422.00
Zaragoza Lopez, Alejandro	12949B	823 Bond Way Lindsay CA 93247	CalHOME	\$22,189.66
Zuniga, Gloria	12133	942 Glenwood St Lindsay CA 93247	CalHOME	\$60,000.00
Gonzalez E., Jose Gonzalez Gloria	L202-11	201 North Sweet Brier	Mixed	\$60,000.00
Gonzalez E., Jose Gonzalez Gloria	L202-11	201 North Sweet Brier	CalHOME	\$30,000.00
Hartley D., John Hartley F., Linda	R94-16-23	426 W. Honolulu Units 1-8	Mixed	\$380,605.00



<b>Borrower</b>	<b>Loan/Account #</b>	<b>Property Address</b>	<b>Type of HCD Loan</b>	<b>Principal Amount</b>
Avalos, Sr., Jorge Avalos Leticia	L97-18	370 Eastwood Ave Lindsay CA 93247	Mixed	\$50,838.00
Avalos, Sr., Jorge Avalos Leticia	L97-18	370 Eastwood Ave Lindsay CA 93247	HOME	\$40,000.00
Avina, Joseph Sisneros Angelica	L302	783 W. Apia Street Lindsay CA 93247	Impounds CalHOME	\$436.16
Avina, Joseph Sisneros Angelica	L302	783 W. Apia Street Lindsay CA 93247	CalHOME	\$100,000.00
Balgaith, Salem Aboulrahman Abdullah Eishah	L300	173 W. Samoa Ave Lindsay CA 93247	CalHOME	\$99,750.22
Cortez, Jorge	L202-16	209 North Sweet Brier Lindsay CA 93247	Mixed	\$37,000.00
Cortez, Jorge	L202-16	209 North Sweet Brier Lindsay CA 93247	HOME	\$30,000.00
Cortez, Jorge	L202-16	209 North Sweet Brier Lindsay CA 93247	CDBG	\$35,925.99

<b>Borrower</b>	<b>Loan/Account #</b>	<b>Property Address</b>	<b>Type of HCD Loan</b>	<b>Principal Amount</b>
Cortez, Jorge	L202-16	209 North Sweet Brier Lindsay CA 93247	CalHOME	\$0.00
Espinoza, Rito	L202-17	235 North Sweet Brier Lindsay CA 93247	Mixed	\$54,000.00
Espinoza, Rito	L202-17	235 North Sweet Brier Lindsay CA 93247	CalHOME	\$30,000.00
Espinoza, Rito	L202-17	235 North Sweet Brier Lindsay CA 93247	HOME	\$19,002.00
Fernandez, Dora	R94-24-25	424 N. Sweet Brier Lindsay CA 93247	Mixed	\$110,000.00
Guardado, Maria	L98-17	570 E. Hickory Lindsay CA 93247	Mixed	\$69,831.00
Guardado, Maria	L98-17	570 E. Hickory Lindsay CA 93247	HOME	\$24,000.00
Gutierrez, Rafael Ritenour Amanda	L202-19	220 West Hermosa Lindsay CA 93247	Mixed	\$34,410.00
Gutierrez, Rafael Ritenour Amanda	L202-19	220 West Hermosa Lindsay CA 93247	CalHOME	\$30,000.00
Gutierrez, Rafael Ritenour Amanda	L202-19	220 West Hermosa Lindsay CA 93247	HOME	\$38,493.51
Gutierrez, Rafael Ritenour Amanda	L202-19	220 West Hermosa Lindsay CA 93247	CDBG	\$3,113.00

<b>Borrower</b>	<b>Loan/Account #</b>	<b>Property Address</b>	<b>Type of HCD Loan</b>	<b>Principal Amount</b>
Hartley, John Hartley Linda	R92-19-29	165 S. Ashland Units 1-11 Lindsay CA 93247	Mixed	\$441,953.92
Hartley, John Hartley Linda	R92-19-29	165 S. Ashland Units 1-11 Lindsay CA 93247	CDBG	\$0.00
Hernandez, Jose de Jesus	L97-22	331 N. Ashland Ave. Lindsay CA 93247	Mixed	\$51,815.00
Hernandez, Jose de Jesus	L97-22	331 N. Ashland Ave. Lindsay CA 93247	HOME	\$40,000.00
Lopez, Andrea	L202-21	210 West Hermosa Lindsay CA 93247	Mixed	\$33,002.00
Lopez, Andrea	L202-21	210 West Hermosa Lindsay CA 93247	CalHOME	\$30,000.00
Lopez, Andrea	L202-21	210 West Hermosa Lindsay CA 93247	HOME	\$39,866.57
Lopez, Andrea	L202-21	210 West Hermosa Lindsay CA 93247	CDBG	\$3,113.00
Moor, Judith	L97-24	340 Eastwood Ave. Lindsay CA 93247	Mixed	\$48,228.00
Moor, Judith	L97-24	340 Eastwood Ave. Lindsay CA 93247	HOME	\$44,000.00
Navarro, Luis Navarro Gloria	02-203A	683 N. Mirage Lindsay CA 93247	HOME	\$28,800.00

<b>Borrower</b>	<b>Loan/Account #</b>	<b>Property Address</b>	<b>Type of HCD Loan</b>	<b>Principal Amount</b>
Navarro, Luis Navarro Gloria	02-203A	683 N. Mirage Lindsay CA 93247	Mixed	\$35,909.00
Paramo, Mario Paramo Elvira	L98-15	430 North Central Ave Lindsay CA 93247	Mixed	\$39,675.00
Paramo, Mario Paramo Elvira	L98-15	430 North Central Ave Lindsay CA 93247	HOME	\$26,635.95
Rivera, Gloria Diaz Veronica	R1613	737 N. Sweet Brier Lindsay CA 93247	CDBG	\$18,000.00
Rivera, Gloria Diaz Veronica	R1613	737 N. Sweet Brier Lindsay CA 93247	CDBG	\$25,942.00
Rivera, Gloria Rivera Veronica	R1613C	737B Sweet Brier Lindsay CA 93247	HOME	\$36,102.00
Robles, Jose Robles Mary	93-06-A	439 Eastwood Lindsay CA 93247	CDBG	\$3,000.00
Robles, Jose Robles Mary	93-06-B	439 Eastwood Lindsay CA 93247	HOME	\$22,100.00
Stevens, Guadalupe	L9798-23	265 North Gale Hill Ave Lindsay CA 93247	Mixed	\$78,924.00
Stevens, Guadalupe	L9798-23	265 North Gale Hill Ave Lindsay CA 93247	HOME	\$4,868.00

<b>Borrower</b>	<b>Loan/Account #</b>	<b>Property Address</b>	<b>Type of HCD Loan</b>	<b>Principal Amount</b>
Villa, Jesus Villa Melissa	L04-04	245 N. Sweet Brier Lindsay CA 93247	Mixed	\$40,000.00
Villa, Jesus Villa Melissa	L04-04	245 N. Sweet Brier Lindsay CA 93247	HOME	\$80,000.00

Exhibit B was created utilizing loan portfolio data provided by the City. Exhibit B is intended to include all current CDBG, HOME, and CalHOME loans made by the City. City loans under BEGIN, HELP, redevelopment, and other programs are intended to be excluded from this Exhibit and are not a part of this Agreement. The City is obligated to promptly provide written notification to HCD of any additional loan portfolio data to HCD. The Parties commit to cooperate in good faith to identify, resolve, and transfer City's CDBG, HOME, and CalHOME loan portfolio as provided for in this Agreement, specifically Section 7.

**EXHIBIT C**

**REPAYMENT SCHEDULE**

<b>Due Date</b>	<b>Amount Due</b>	<b>Total Outstanding Balance</b>	<b>CalHOME Balance</b>	<b>HOME Balance</b>	<b>CDBG Balance</b>
September 2020	\$10,000	\$3,790,786	\$180,100 (\$10,000)	\$845,996	\$2,764,690
July 2021	\$89,360	\$3,780,786	\$170,100 (\$89,360)	\$845,996	\$2,764,690
July 2022	\$89,360	\$3,691,426	\$80,740 (\$80,740)	\$845,996 (\$8,620)	\$2,764,690
July 2023	\$89,360	\$3,602,066		\$837,376 (\$89,360)	\$2,764,690
July 2024	\$89,360	\$3,512,706		\$748,016 (\$89,360)	\$2,764,690
July 2025	\$89,360	\$3,423,346		\$658,656 (\$89,360)	\$2,764,690
July 2026	\$89,360	\$3,333,986		\$569,296 (\$89,360)	\$2,764,690
July 2027	\$89,360	\$3,244,626		\$479,936 (\$89,360)	\$2,764,690
July 2028	\$89,360	\$3,155,266		\$390,576 (\$89,360)	\$2,764,690
July 2029	\$89,360	\$3,065,906		\$301,216 (\$89,360)	\$2,764,690
July 2030	\$89,360	\$2,976,546		\$211,856 (\$89,360)	\$2,764,690
July 2031	\$89,360	\$2,887,186		\$122,496 (\$89,360)	\$2,764,690
July 2032	\$89,360	\$2,797,826		\$33,136 (\$33,136)	\$2,764,690 (\$56,224)
July 2033	\$89,360	\$2,708,466			\$2,708,466 (\$89,360)
July 2034	\$89,360	\$2,619,106			\$2,619,106 (\$89,360)
July 2035	\$89,360	\$2,529,746			\$2,529,746 (\$89,360)
July 2036	\$89,360	\$2,440,386			\$2,440,386 (\$89,360)

**EXHIBIT C****REPAYMENT SCHEDULE (continued)**

<b>Due Date</b>	<b>Amount Due</b>	<b>Total Outstanding Balance</b>	<b>CalHOME Balance</b>	<b>HOME Balance</b>	<b>CDBG Balance</b>
July 2037	\$89,360	\$2,351,026			\$2,351,026 (\$89,360)
July 2038	\$89,360	\$2,261,666			\$2,261,666 (\$89,360)
July 2039	\$89,360	\$2,172,306			\$2,172,306 (\$89,360)
July 2040	\$89,360	\$2,082,946			\$2,082,946 (\$89,360)
July 2041	\$89,360	\$1,993,586			\$1,993,586 (\$89,360)
July 2042	\$89,360	\$1,904,226			\$1,904,226 (\$89,360)
July 2043	\$89,360	\$1,814,866			\$1,814,866 (\$89,360)
July 2044	\$89,360	\$1,725,506			\$1,725,506 (\$89,360)
July 2045	\$89,360	\$1,636,146			\$1,636,146 (\$89,360)
July 2046	\$89,360	\$1,546,786			\$1,546,786 (\$89,360)
July 2047	\$89,360	\$1,457,426			\$1,457,426 (\$89,360)
July 2048	\$89,360	\$1,368,066			\$1,368,066 (\$89,360)
July 2049	\$89,360	\$1,278,706			\$1,278,706 (\$89,360)
July 2050	\$89,346	\$1,189,346			\$1,189,346 (\$89,346)
Conditional Forgiven Amount		\$1,100,000			\$1,100,000





# STAFF REPORT

TO: Lindsay City Council  
MEETING DATE: August 13, 2024

Item #: 16.6  
Consent

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**DEPARTMENT:** Planning  
**FROM:** Kira Stowell, Contract City Planner  
**AGENDA TITLE:** Fee Waiver Request for a Baked Potato Fundraiser

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## ACTION & RECOMMENDATION

Approve a fee waiver request by Veritas Arts non-profit organization that will host a baked potato sale fundraiser on September 16, 2024.

## BACKGROUND | ANALYSIS

Application for Special Event Permit No. 24-03 (SEP 24-03) was filed by Virginia Loya on behalf of the non-profit group Veritas Arts to conduct a baked potato sale fundraiser to raise money for the City's Christmas Tree Lights. A fee waiver was requested (attached to this report) to waive the Special Event Permit application fee. The fundraising event will be held in the parking lot adjacent to the north of 215 N Elmwood and be open to the public from 11:00am to 6:00pm with two hours of set-up and tear-down time before and after the sale. The sale consists solely of potatoes that will be heated on-site using gas powered corn roasters. The Site Plan (attached to this report) shows tables, one ticket collection table, and a preparation area, as well as trash cans, restrooms, and a hand washing station. The Chamber of Commerce hosted a baked potato sale last year in the same location.

A temporary sales event such as this, that does not include the sale of alcohol or road closures, is classified as a Class I special event by the City's municipal code. The cost of a Class I Special Event Permit is one-hundred dollars (\$100.00). The requested fee waiver would allow staff to process the Special Event Permit without collecting the \$100.00 dollar application fee.

## FISCAL IMPACT

If Council approves the fee waiver for SEP 24-03, the City will not collect \$100.00 of revenue for the General Fund.

## ATTACHMENTS

1. Fee Waiver Request
2. Site Plan

Reviewed/Approved: 



DATE: August 06, 2024  
TO: Lindsay City Council  
FROM: Verita's Art Center  
RE: Waiver Request

The Verita's Art Center is kindly asking that the City of Lindsay please waive the fees for the Baked Potato sale to be held on Monday, September 16, 2024.

Our organization is a non-profit entity which is partnering with the VL Lindsay Friday Night Market to hold this event to raise funds for the City of Lindsay Christmas Lights.

Please do not hesitate to contact me if you have any questions or concerns regarding this matter.

Thank you in advance for your consideration.

Warmest Regards,

Mercy Herrera

A handwritten signature in cursive script that reads "Mercy Herrera".

Virginia Loya

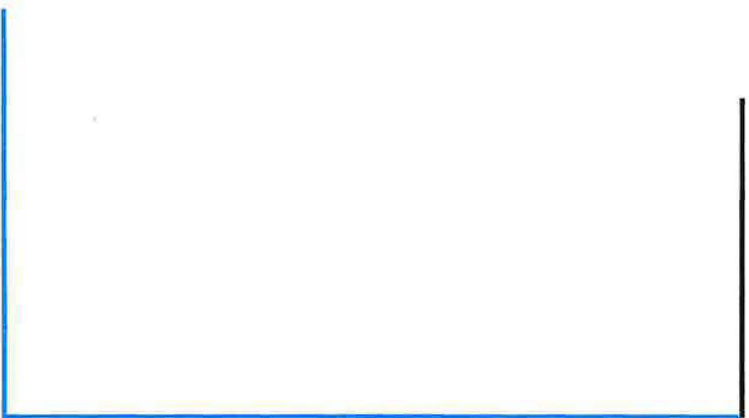
A handwritten signature in cursive script that reads "Virginia Loya".

# Baked Potato Sale

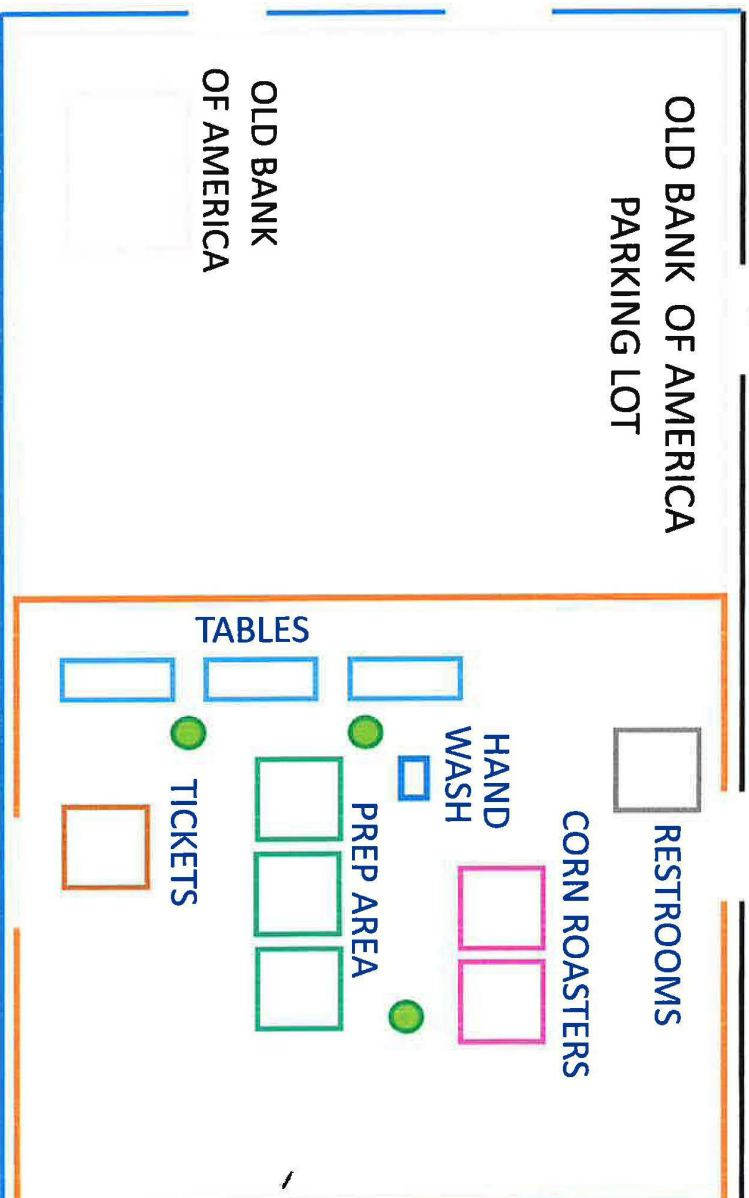
Fundraiser for the  
City of Lindsay Christmas Lights

- EVENT ENCLOSURE
- PREP AREA
- HAND WASH
- TRASH CANS
- RESTROOMS

ALLEY



ALLEY



N ELMWOOD AVENUE



# STAFF REPORT

TO: Lindsay City Council  
MEETING DATE: August 13, 2024

Item #: 16.7  
Consent

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**DEPARTMENT:** City Manager  
**FROM:** Daymon Qualls  
**AGENDA TITLE:** Bidder Responsibility Determination Appeal Procedure

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## ACTION & RECOMMENDATION

Adopt Resolution No. 24-28 approving the bidder responsibility determination appeal procedure; and affirm the administration's authority to evaluate bidders in accordance with Municipal Code sections 3.304.250 and 3.04.260.

## BACKGROUND | ANALYSIS

As a Charter City, Lindsay has the ability to adopt its own regulations governing its competitive bidding processes, subject to the Charter requirements and restrictions. The Charter and adopted Municipal Code Section 3.04.260 allows the City to evaluate a low bidder's qualifications, experience, reputation, etc. in order to determine whether that low bidder is, in the City's determination, a "responsible" bidder. City Administration has developed a bidder responsibility determination specification section to include in its bid packages, which is attached for the City Council's reference, in accordance with the authority provided in Section 3.04.250.

Applicable laws allow the City to make responsibility determinations provided that those determinations may be appealed prior to the award of a bid. Consequently, the staff has drafted an appeal process for the City Council's approval.

## FISCAL IMPACT

Some impact on City Engineer and staff time/costs to conduct the determinations, and appeal process if it is requested, for each project. However, this process could eliminate significant time and cost during and after projects if a potentially "not responsible" bidder is identified prior to award of a project.

## ATTACHMENTS

1. Resolution 24-28
2. Exhibit A:
  - o A-1: Responsibility Determination Appeal Procedure
  - o A-2: Responsibility Questions

Reviewed/Approved: 



# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

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**NUMBER** 24-28

**TITLE** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY APPROVING THE BIDDER RESPONSIBILITY DETERMINATION APPEAL PROCEDURE

**MEETING** At a regularly scheduled meeting of the City of Lindsay City Council held on August 13, 2024, at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

**WHEREAS**, the City of Lindsay is a Charter City and has the authority pursuant to City Charter Section 8.11 to adopt its own public contracting regulations assuring a competitive system for the lowest price consistent with a stated level of quality; and

**WHEREAS**, pursuant to that authority the City has adopted Lindsay Code of Ordinance (municipal Code) Section 3.04.260 which defines the “Lowest Responsible Bidder” and includes within the definition the factors and additional standards upon which the City may make a responsibility determination; and

**WHEREAS**, pursuant to this authority the City has adopted Lindsay Code of Ordinance (municipal Code) Section 3.04.260 which defines the “Lowest Responsible Bidder” and includes within the definition the factors and additional standards upon which the City may make a responsibility determination; and

**WHEREAS**, those factors and standards include but are not limited to the ability, capacity and skill of the bidder to perform a particular contract; whether the performance can be provided timely without delay or interference; the sufficiency of the bidder's financial resources; the character, integrity, reputation, judgment, experience, and efficiency of the bidder; the quality of the bidder's performance on previous contracts; and previous and existing compliance by the bidder with local laws and ordinances; and

**WHEREAS**, applicable laws and regulations support the City "responsibility" determinations, provided that the City establishes a process to allow bidders to dispute a "not responsible bidder" finding prior to the award of a bid.

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND DECLARED** by the City Council of the City of Lindsay:

That the Bidder Responsibility Determination Appeal Procedure, attached hereto as Exhibit A and incorporated as if fully set forth herein, is approved.



## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

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

MEETING DATE	August 13, 2024
MOTION	
SECOND MOTION	
AYES	
ABSENT	
ABSTAIN	
NAYS	

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

\_\_\_\_\_  
Ramiro Serna, Mayor

### CERTIFICATE OF ATTESTING OFFICER

The undersigned, Maegan Peton, City Clerk of the City of Lindsay does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of the City of Lindsay which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date thereof.

ATTEST: \_\_\_\_\_  
Maegan Peton, City Clerk

## RESPONSIBILITY DETERMINATION APPEAL PROCEDURE

It is the intent of the bid document's required "Responsibility" Section to assist the City in determining bidder responsibility prior to award of a bid, aid the City in selecting the lowest responsible bidder and make a determination of whether a bidder has the quality, fitness, capacity and experience to satisfactorily perform the proposed work with the demonstrated requisite trustworthiness.

The City of Lindsay has established a process to allow bidders to dispute a finding of "not responsible bidder" as defined in the City of Lindsay Code of Ordinances (Municipal Code) Section 3.04.260 prior to the award of the bid. This appeal process includes written notification by the City on the basis for a "not responsible" finding and any supporting evidence which has been received from others or adduced as a result of an investigation by the City.

A bidder will be given an opportunity to rebut any evidence used as a basis for a "not responsible" finding and to present evidence to the City as to why the prospective bidder should be found "responsible."

The City reserves the right to uphold or reverse the finding based upon subsequently learned information. Contractors who are found "not responsible" will be notified and given an opportunity for an appeal hearing consistent with the hearing procedures described below.

Where timely and completed responsibility information results in a "not responsible" finding, an appeal can be made. An appeal is commenced upon the contractor delivering a signed and written notice to the City of its appeal of the decision with respect to its pre-qualification rating, no later than ten (10) business days from date of written Notice from the City of the finding. An appeal submitted by mail must be postmarked no later than this deadline. Without a timely appeal, the contractor waives any and all rights to challenge the decision of City, whether by administrative process, judicial process and/or any other legal process or proceeding. The timely written notice of appeal must specify all grounds for the appeal and all remedies sought, and also specify whether a hearing is requested. If no hearing is requested, the right to a hearing will be deemed waived and a decision on the appeal may occur without a hearing and any written or documentary evidence submitted with the notice of appeal shall be considered.

If the contractor gives the required notice of appeal and requests a hearing, the hearing shall be conducted so that it is concluded no later than ten (10) business days after the City's receipt of the Notice of Appeal. The hearing so provided shall be an informal process conducted by the City Council or a designee, which may be a committee of the City Council, which has been delegated responsibility to hear such appeals (the "Appeals Panel"). At or prior to the timely requested hearing, the contractor will be advised of the basis for the City's "not responsible" determination. The contractor will be given the opportunity to present information and present reasons in opposition to the "not responsible" determination. At the conclusion of the hearing or no later than two (2) business day after completion of the hearing, the Appeals Panel will render its decision.



**Note:** In addition to “not responsible” findings made by the City due to a failure to meet the standards set forth in Code of Ordinances Section 3.04.260, A Contractor may be found “not responsible” for, among other grounds, either:

- (1) Omission of requested information; or
- (2) Falsification of or providing misleading information.

## RESPONSIBILITY QUESTIONS

The bidder's answers to the following questions will be utilized to determine whether the bidder is a "responsible bidder" pursuant to California Public Contract Code Section 1103. Pursuant to that section, the City has the authority to require the bidder to demonstrate attributes of trustworthiness, quality, fitness, capacity and experience to undertake and complete this project. In addition to all other information required in this RFB, the City requires that bidders submit the information required in this section. As a Charter City, the City of Lindsay is entitled to adopt its own policy concerning its evaluation of bidder responsibility. In the event the City intends to reject a bid on the basis of non-responsibility, the bidder may appeal that decision per the Appeal Procedure attached to this Section. This Section's questionnaire answers, and financial statements submitted by Contractors shall be considered confidential, unless otherwise specifically noted thereon by the submitting contractor, and therefore are not public record and are not open to public inspection. All information provided will be kept confidential to the extent permitted by law. However, contents may be disclosed to third parties for purpose of verification, or investigation of substantial allegations, or in the appeal hearing.

This Section's information submitted with the bid must be signed under penalty of perjury in the manner designated at the end of the form, by an individual who has the legal authority to bind the contractor on whose behalf that person is authorized to sign. Prior to bid award, if any information provided by a contractor becomes inaccurate, the contractor must immediately notify the City and provide updated accurate information in writing, under penalty of perjury.

## REQUIRED SUBMITTALS

1. Please attach your latest copy of a **reviewed or audited** financial statement with accompanying notes and supplemental information. (Note – the bidder is not required to provide this if the bidder is qualified as a small business per Government Code Section 14837(d)(1), AND if the bid is \$2.5 million or less).

### 2. References:

- a. Please submit the following information concerning your six (6) most recently completed municipal **public works road improvement projects** within the last four (4) years. Use separate sheets of paper that contain all of the following information:

Project Name:

Location:

Owner:

Owner Contact (name and current phone number):

Architect or Engineer:

Architect or Engineer Contact (name and current phone number):

Construction Manager (name and current phone number):

Description of Project, Scope of Work Performed:

Total Value of Construction (including change orders):

Final Change Order Percentage of Total Project Cost (and any explanation):

Original Scheduled Completion Date:

Time Extensions Granted (number of days):

Actual Date of Notice of Completion:

- b. Please submit the following information concerning your most recent work on public works projects with any cities in the last 4 years (whether completed or not completed). If you have performed work on public works projects for cities in Tulare County within this time period, you must include those in this list. If the list includes the same projects where that information has already been noted in Section A above, please note that accordingly. Use separate sheets of paper that contain all of the following information:

Project Name:

Location:

Owner:

Owner Contact (name and current phone number):

Architect or Engineer:

Architect or Engineer Contact (name and current phone number):

Construction Manager (name and current phone number):

Description of Project, Scope of Work Performed:

Total Value of Construction (including change orders):

Final Change Order Percentage of Total Project Cost (and any explanation):

Original Scheduled Completion Date:

Time Extensions Granted (number of days):

Actual Date of Notice of Completion:

- c. Please submit the following information, within the past five (5) years, for all public works projects for which you performed work but did not complete the full scope of work as bid (using separate sheets if necessary):

Project Name:

Location:

Owner:

Owner Contact (name and current phone number):

Architect or Engineer:

Architect or Engineer Contact (name and current phone number):

Construction Manager (name and current phone number):

Description of Project and Scope of Work Performed, and explanation concerning why the project and/or scope of work was not completed:

Evaluation of all references/previous projects:

For the determination of responsibility, the City may choose to evaluate contractors for the number of similar projects successfully completed, degree of similarity between past projects and the planned project, as well as the quality of the references provided, as a whole.

**3. Claims and Dispute Information:**

- a. In the past five (5) years, has any claim against your firm concerning your firm's work on a construction project, been filed in a court or arbitrated?

N \_\_\_ Y \_\_\_\_.

If "Y" please provide the information concerning each project, identify the owner and claimant, and provide a brief explanation on a separate sheet of paper.

- b. In the past five (5) years, has you firm made any claim against a project owner concerning work on a project of payment for a contract, and arbitrated the claim or filed that claim in court? N \_\_\_ Y \_\_\_\_ If "Y" please provide information concerning each project, identify the owner and claimant, and provide a brief explanation on a separate sheet of paper.

- c. Has your firm, or any of its owners, officers, or partners ever been found liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity? N \_\_\_ Y \_\_\_\_

- d. At any time in the past five years, has your firm been assessed and paid liquidated damages of \$25,0000 or more under a construction project either with a public or private owner? N \_\_\_ Y \_\_\_\_

**4. Compliance Information:**

- a. Has your firm, or any of its owners, officers, partners ever been convicted of a crime involving any federal, state, or local law related to construction?

N \_\_\_ Y \_\_\_\_

- b. Has your firm or any of its owners, officers, partners ever been convicted of a federal or state criminal crime of fraud, theft, or any other act of dishonesty?

N \_\_\_ Y \_\_\_\_

- c. Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful," or "repeat" violations of its safety or health regulations in the past five years?

N \_\_\_ Y \_\_\_\_

If “Y” please provide an explanation of the violation and the penalty amount on a separate sheet of paper.

- d. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?

N \_\_\_\_ Y \_\_\_\_ If “Y” please provide an explanation of the violation and the penalty amount on a separate sheet of paper.

- e. List any and all occasions during the last five (5) years on which your firm was required to pay either back wages or penalties for your own firm’s failure to comply with the state’s prevailing wage laws. For each occasion list the project, the owner, the amount of back wages, and an explanation on a separate sheet of paper.

- f. List any and all prevailing wage investigations undertaken by the State of California Labor Commissioner during the last five (5) years concerning your firm as a prime or subcontractor, the status of the investigation (including any outcome), along with an explanation on a separate sheet of paper.

- g. List any and all occasions during the last five (5) years on which your firm was required to pay either back wages or penalties for your own firm’s failure to comply with the federal Davis-Bacon prevailing wage requirements. For each occasion list the project, the owner, the amount of back wages, and an explanation on a separate sheet of paper.

- h. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the law pertaining to use of apprentices on public works?

N \_\_\_\_ Y \_\_\_\_ If “Y” please provide an explanation of the violation on a separate sheet of paper.

- i. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five (5) years?

N \_\_\_\_ Y \_\_\_\_

If “Y” please provide an explanation of on a separate sheet of paper.

## 5. Debarment/Responsibility History

- a. In the last ten (10) years, has your firm, or any firm with which any of your company’s owners, officers, or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

N \_\_\_\_ Y \_\_\_\_ If “Y” please provide the name of the government agency and an explanation on a separate sheet of paper.

- b. In the last ten (10) years, has your firm been denied an award for a public works contract based on a finding by a public agency that your company was not a responsible bidder?

N \_\_\_\_ Y \_\_\_\_ If "Y" please provide the name of the government agency and an explanation on a separate sheet of paper.

**6. Signature/Declaration**

I, the undersigned, certify and declare that I have read all the foregoing answers to this Section's questions and know the contents of the Section's responses. The matters stated in questionnaire responses are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

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Print Name and Title

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Signature

---

Date





# STAFF REPORT

TO: Lindsay City Council  
MEETING DATE: August 13, 2024

Item #: 17.1  
Action Items

**DEPARTMENT:** Recreation, Wellness, & Aquatic Center  
**FROM:** Armando da Silva, Director of Recreation Services  
**AGENDA TITLE:** Tosted Asphalt, Inc. Contract for Pickleball Courts Resurfacing Project

## ACTION & RECOMMENDATION

Award and authorize the Mayor to sign a contract with Tosted Asphalt, Inc. of Fresno, CA in the amount of \$98,000 for construction of the Lindsay Wellness Center Pickleball Courts Resurfacing Project.

## BACKGROUND | ANALYSIS

The City is committed to offering a welcoming environment for its residents to engage in daily recreational activities, stay healthy, and participate in programs that support their personal goals. Since opening in March 2011, the Wellness Center in Lindsay has served as a hub for health and wellness, including healthcare services. The Wellness Center's south terrace is currently underutilized and would be an ideal location for two pickleball courts. The addition of the pickleball courts is anticipated to increase memberships at the Wellness Center, thereby boosting revenue for the Recreation Department.

The Lindsay Wellness Center Pickleball Courts Resurfacing Project involves the following:

- Resurfacing:** The existing concrete will be resurfaced to create two pickleball courts. This includes crack filling, resurfacing, and striping as necessary.
- Installation:** New equipment will be installed, including poles and nets (2), as well as netting to prevent balls from leaving the court area.
- Amenities:** Four backless benches will be added, and a wrought iron fence will be installed to separate the two courts.

Advertising and Proposal Process:

Staff advertised the project as follows:

- Staff disseminated the Request for Proposal (RFP) Pickleball Courts 2024-04 on July 17, 2024, via email to the Builders Exchanges, City of Lindsay website, and all City of Lindsay social media platforms.

As of the August 7, 2024, submittal deadline, the City received one (1) proposal which has been acknowledged and detailed in the table below.

No.	Contractor	Total Amount
1	Tosted Asphalt, Inc. P.O. Box 27014, Fresno, CA 93729	\$ 98,000.00

## FISCAL IMPACT

Budget: \$100,000.00  
Contract Amount: \$98,000.00  
Fund: Housing & Community Development (HCD) Funds

**ATTACHMENTS**

1. Lindsay Wellness Center Pickleball Courts Resurfacing Project Request for Proposals 2024-04
2. Tosted Asphalt, Inc. Project Contract

Reviewed/Approved: 



CITY OF LINDSAY

CALIFORNIA

Notice to Bidders

Sealed proposals for the Lindsay Wellness Center Pickleball Courts Resurfacing Project will be received at the office of the City Clerk, 251 E. Honolulu Street, Lindsay, CA 93247, until 11:00 a.m., on Wednesday, August 7, 2024.

If there are any questions, please direct them to:

Armando DaSilva, Director of Recreation  
City of Lindsay  
860 N. Sequoia Ave.  
Lindsay, CA 93247  
559-562-5196

An executed copy of the contract and purchase order will be issued to the successful bidder that shall constitute acceptance of the Bidder's Proposal.

A "non-mandatory" pre-bid walk will be on Monday, July 29, 2024, at 10 AM at the Lindsay Wellness Center located at 860 N. Sequoia Avenue, Lindsay, CA 93247.

Each **sealed** proposal shall be addressed to **City Clerk, 251 E. HONOLULU STREET, LINDSAY, CA 93247**, be endorsed with the name of the bidder, and be plainly marked "Lindsay Wellness Center Pickleball Courts Resurfacing Project."

The City reserves the right to reject any or all proposals.

CITY OF LINDSAY

Contract For Lindsay Wellness Center Pickleball  
Courts Resurfacing Project

This contract is made by and between the City of Lindsay, A Municipal Corporation ("City"), and \_\_\_\_\_ ("Contractor").

The undersigned hereby agrees to resurface existing concrete for the creation of two (2) pickleball courts. The crack filling, resurfacing, and striping will be required as needed on an existing concrete surface for new pickleball courts. The installation of poles and nets (2) as well as netting to eliminate balls from leaving court area is included as well.

The project shall also be installed to meet the following criteria and the Scope of Work attached as Exhibit "A":

1. Prevailing Wage Requirement

In accordance with the provisions of Section 1770 to 1780 of the Labor Code, the City of Lindsay has ascertained that the general prevailing rate of per diem wages applicable to the work to be done is contained in the wage schedule of the General Prevailing Wage Determinations made by the State of California Director of Industrial Relations. A copy of said schedule is now on file in the office of the City Engineer and by reference incorporated herein as if set out in full.

The Contractor to whom the contract is awarded shall pay not less than the specified wages to all workmen employed in the execution of the contract.

The Contractor agrees to comply with Sections 1810-1817 of the Labor Code prohibiting employment for over eight (8) hours in any one day or forty (40) hours in one week unless compensated at the rate of 1½ times the basic rate of pay (LC 1815).

2. Insurance Requirements

a. Contractor shall procure and maintain for the duration of this contract insurance covering claims for injuries to persons and damage to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representative, employees, or subcontractors. Contractor will maintain the following coverage, and coverage shall be at least as broad as:

(1) **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 0001, including products and completed operations, with limits of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be TWO MILLION AND NO/100 DOLLARS (\$2,000,000), twice the required occurrence limit.

(2) **Automobile Liability:** ISO Form Number CA 0001 covering any auto (Code 1), with a limit no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury and property damage.

(3) **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury or disease.

If Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Contractor.

Contractor's insurance policies shall be "occurrence" policies and not "claims-made" coverage.

Contractor may maintain an Umbrella policy in conjunction with the insurance policies referenced above. In such case, Contractor shall be deemed to have satisfied the insurance requirements of this contract as long as: (i) the coverage limits of the Umbrella policy and of the underlying liability policy(ies), when combined, satisfy each of the per occurrence and aggregate requirements identified in this subsection a.; and (ii) coverage under the Umbrella policy is as broad as and includes all incidents and events covered by the underlying insurance that it supplements.

b. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Alternatively, the City may require Contractor to provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses within the retention.

c. The policies are to contain, or be endorsed to contain, the following provisions:

(1) The City and its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL and automobile liability policies with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations; products used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. General liability coverage can be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

(2) For any claims related to this contract, Contractor's insurance coverage shall be primary insurance as respects the City and its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City and/or its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall be non-contributory.

(3) Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

d. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

e. Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences.

However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

f. Contractor hereby grants to City and its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of Contractor may acquire against the City and/or its officers, officials, employees, and volunteers by virtue of the payment of any loss under such insurance. Contractor agrees to obtain endorsements necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

g. The City reserves the right to modify the insurance requirements contained in this contract, including, without limitation, coverage limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

### 3. City Indemnification

Contractor agrees to indemnify, defend and hold harmless the City and its officials, officers, employees, agents and volunteers from and against all claims, demands, actions, injuries, liabilities, losses, costs or damages, direct or indirect, and any and all attorney's fees and other expenses which City or its officials, officers, employees, agents or volunteers may sustain or incur as a consequence of or anyway related to Contractor or its employees, agents and subcontractor's willful or negligent acts or omissions in the performance of the services and Contractor's responsibilities and obligations to be performed under this agreement or its failure to perform or comply with any of its obligations or responsibilities contained in this agreement. This indemnification shall survive the termination of this agreement.

### 4. Cost of Services

Contractor shall complete all work as identified in this bid proposal for the lump sum price of \$\_\_\_\_\_.

The Contractor shall once each month prepare an estimate (on forms furnished by the Engineer) of the total amount of work done and acceptable materials on hand (materials furnished and delivered by the Contractor on the ground and not used). The Engineer shall review the Contractor's monthly estimate for compliance with the provisions of the contract. Upon the Engineer's approval of the Contractor's monthly estimate, the City of Lindsay shall retain 5% of such estimated value of the work done and materials on hand and shall monthly pay to the Contractor, while carrying on the work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. No such estimate or payment shall be required to be made, when in the judgment of the Engineer, the work is not the total value of the work done since the last estimate amounts to less than five hundred dollars (\$500).

### 5. Time of Completion

The Contractor shall complete all work as identified in this bid proposal in no more than 45 calendar days from the issuance by the City of a Notice to Proceed, which will occur immediately after this bid contract has been signed by both parties.

If work is not completed in specified time frame and no approved change orders extending contract time have been approved, the Contractor shall pay the sum of \$250.00 per day beyond the contract completion time in the form of liquidated damages.

Contractor shall comply with all applicable laws, rules, regulations and ordinances in its performance of this contract.

6. Compliance with Laws

Contractor shall use the proper standard of care in performing the services and shall comply with all applicable federal, state and local laws, codes, ordinances and regulations. In addition, if the request for proposal to provide professional services which are the subject of this contract cited

any federal or state financial assistance involved in the project for which the services are provided, the Contractor shall perform all services in accordance with all applicable federal and state laws, rates and regulations.

7. Licenses

Contractor represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to lawfully and competently perform the services. Contractor represents and warrants to City that Contractor

shall, at its sole cost and expense, keep in effect, or obtain at all times during the term of this contract, any licenses, permits, insurance and approvals which are legally required of Contractor to lawfully and competently perform the services. Contractor shall maintain a City of Lindsay business license.

8. Assignment and Subcontracting

The parties recognize that a substantial inducement to City for entering into this contract is the reputation, experience and competence of Contractor. Assignments of any or all rights, duties or obligations of the Contractor under this contract will be permitted only with the express consent of the City, which consent may be withheld in the sole and absolute discretion of City. Contractor shall not subcontract any portion of the services to be performed under this contract without the written consent of the City, which consent may be withheld in the sole and absolute discretion of City. If City consents to such subcontract, Contractor shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this contract shall: (1) create any contractual relationship between City and subcontractor; (2) create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor; or (3) relieve Contractor of any of its obligations and responsibilities under this contract.

9. Attorney's Fees

If an action at law or in equity is necessary to enforce or interpret the terms of this contract, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements, in addition to any other reasonable relief to which he may be entitled. With respect to any suit, action or proceeding arising out of or related to this contract or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the Superior Court in the County of Kings, State of California for any proceeding arising hereunder.

10. Sole and Only Contract

This contract supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters set forth herein and contains all of the covenants and agreements between the parties regarding said matters. Each party to this contract acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party which are not embodied in this contract, and no other agreement, statement or promise shall be valid or binding.

11. Invalidity

If any provision of this contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

12. Amendment

No change, amendment or modification of this contract shall be valid unless the same be in writing and signed by the parties hereto.

13. Governing Law

This contract shall be construed and governed pursuant to the laws of the State of California.

14. Waiver

Waiver of a breach or default under this contract shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this contract.

15. Authority to Enter Contract

Contractor has all requisite power and authority to conduct its business and to execute, deliver and perform the contract. Each party warrants that the individuals who have signed this contract have the legal power, right and authority to make this contract and to bind each respective party.

16. Notice

Except as otherwise expressly provided herein, any notice, consent, authorization or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when delivered personally, when transmitted by facsimile or email if receipt is acknowledged by the addressee, one business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or three business days after being mailed by first class mail, charges and postage prepaid, properly addressed to the party to receive such notice at the address identified below.



17. Existing Conditions

The contractor is to have visited the premises and considered all conditions that might affect the work in undertaking the work under this contract. No consideration will be given to any claims based on a lack of knowledge of existing conditions. **The pre-bid walk on Monday, July 29, 2024, at 10 AM.**

IN WITNESS WHEREOF, this Contract is executed by the duly authorized agent(s) of the City and by the Contractor on the date set before the name of each.

CITY OF LINDSAY

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

(City Seal)

Attest:

\_\_\_\_\_  
City Clerk  
City of Lindsay

\_\_\_\_\_  
Contractor

(Corporate Seal)

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

\_\_\_\_\_  
Title

Approved as to Form:

\_\_\_\_\_  
City Attorney for City of Lindsay



**CONTRACTOR'S/SUBCONTRACTOR'S CERTIFICATION  
CONCERNING STATE LABOR STANDARDS**

All contractors and subcontractors shall give the following certifications to the grantee and forward this certification to the grantee within ten days after the execution of any contract or subcontract.

A. "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

B. "It is further agreed that, except as may be provided in Section 1815 of the California Labor Code, the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the subcontractor shall forfeit, as a penalty, twenty-five dollars (\$25.00) for each worker employed in the execution of the subcontract for each calendar day during which a worker is required or permitted to labor more than 8 hours in any calendar day or more than 40 hours in any calendar week."

---

Contractor/Subcontractor

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

---

Typed Name and Title

## CERTIFICATION OF NONSEGREGATED FACILITIES

The Contractor certifies that he does not nor will not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom or otherwise.

We further agree that (except where we have obtained identical certifications from proposed sub consultants for specific time periods) we will obtain identical certifications from proposed sub consultants prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that we will retain such certification in our files; and that we will forward the following notice to such proposed sub consultants (except where the proposed sub consultants have submitted identical certifications for specific time periods).

We understand and agree that breach of this certification is a violation of Equal Opportunity clause required by Executive Order 11246, amended.

NOTE: Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

**BOND FOR FAITHFUL PERFORMANCE**

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_ hereinafter referred to as "Contractor", as Principal, and \_\_\_\_\_ as Surety, are held firmly bound unto the City of Lindsay in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that:

WHEREAS, said Contractor has been awarded and is about to enter a Contract with the City of Lindsay for furnishing all materials, equipment and labor and in the constructing of City of Lindsay, **Wellness Center Pickleball Courts Project** for said City and is required by said City to give this bond in connection with the execution of said Contract:

NOW, THEREFORE, if the said Contractor shall well and truly do and perform all the covenants and obligations of said Contract on his part to be done and performed at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect:

PROVIDED, that any alternations in the work to be done, or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either the Contractor or the Surety thereunder, nor shall the extension of time granted under the provisions of said contract release either the Contractor or the Surety, and notice of such alternations or extensions of the Contract is hereby waived by the Surety.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(Corporate Seal)

\_\_\_\_\_  
Contractor/Principal

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

\_\_\_\_\_  
Title

(Corporate Seal)

\_\_\_\_\_  
Surety

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

\_\_\_\_\_  
Title

Approved as to Form:

\_\_\_\_\_  
City Attorney for City of Lindsay

**BOND FOR MATERIALS AND LABOR**

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_ hereinafter referred to as "Contractor", as Principal, and \_\_\_\_\_ as Surety, are held firmly bound unto the City of Lindsay in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that:

WHEREAS, said Contractor has been awarded and is about to enter a Contract with the City of Lindsay for furnishing all materials, equipment and labor and in the constructing of City of Lindsay, **Wellness Center Pickleball Courts Project** for said City and is required by said City to give this bond in connection with the execution of said Contract:

NOW, THEREFORE, if the said Principal as Contractor in said contract, or its, his or their subcontractors fails to pay for any materials, provisions, provider or other supplies, or teams, used in, upon, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, said Surety will pay for the same, in an amount not exceeding the sum specified above, and also, in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the Court. This bond shall inure to the benefit of any and all persons entitled to file claims as under Section 1192.1 of the Code of Civil Procedure of the State of California.

PROVIDED, that any alternations in the work to be done, or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either the Contractor or the Surety thereunder, nor shall the extension of time granted under the provisions of said contract release either the Contractor or the Surety, and notice of such alternations or extensions of the Contract is hereby waived by the Surety.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(Corporate Seal)

\_\_\_\_\_  
Contractor/Principal

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

\_\_\_\_\_  
Title

(Corporate Seal)

\_\_\_\_\_  
Surety

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

\_\_\_\_\_  
Title

Approved as to Form:

\_\_\_\_\_  
City Attorney for City of Lindsay

**CERTIFICATE OF OWNER'S ATTORNEY**

I, the undersigned, \_\_\_\_\_ the duly authorized and acting  
(Please Type)

legal representative of **City of Lindsay**, do hereby certify as follows:

I have examined the attached CONTRACT(s), Performance and Payment BONDS and insurance certificates and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof. I also am of the opinion that the CONTRACTOR's insurance coverage complies with the requirements of the CONTRACT.

\_\_\_\_\_  
(Attorney's Signature)

DATE: \_\_\_\_\_

**CONTRACTOR INFORMATION:**

Firm Name \_\_\_\_\_

*Note: In addition, place name on each Bid Sheet where space is provided*

Address \_\_\_\_\_

\_\_\_\_\_

Email \_\_\_\_\_

Telephone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

Contractor's License Number \_\_\_\_\_

Contractor's License Expiration Date \_\_\_\_\_

Contractor's License Classification(s) \_\_\_\_\_

Contractor's California DIR Number \_\_\_\_\_

***I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE ABOVE STATEMENTS ARE TRUE.***

BID AND CERTIFICATION SUBMITTED \_\_\_\_\_

DATE

SIGNATURE \_\_\_\_\_

*AUTHORIZED REPRESENTATIVE*

\_\_\_\_\_  
*PRINT OF TYPE NAME*

TITLE \_\_\_\_\_

SUBMIT THIS SHEET WITH YOUR BID



**DESIGNATION OF SUBCONTRACTORS**

In accordance with the Public Contract Code, Part 1, Chapter 4, Subletting and Subcontracting, bidders must list the names and location of places of business of all subcontractors who will perform work or labor or render service to the bidder in an amount in excess of one-half of one percent (0.5%) of the total bid. Refer to Section 2-8 of the Standard Construction Specifications.

The apparent low bidder must submit a listing of license numbers for all subcontractors within three days, not counting Saturdays, Sundays, and holidays, of bid opening. If the low bidder is not the apparent low bidder, the apparent low bidder shall submit the license numbers of all listed subcontractors to the Agency within three days not counting Saturdays, Sundays, and holidays, of the date notified.

If the percentage of the work is not filled out, it will be assumed that the sub is responsible for 100% of the line items related to his trades work.

<b>PERCENT PERFORMED/TYPE OF WORK</b>	<b>SUBCONTRACTOR'S NAME</b>	<b>BUSINESS LOCATION CITY, STATE</b>

(USE ADDITIONAL SHEETS IF NECESSARY)  
SUBMIT THIS SHEET WITH YOUR BID

**EXHIBIT A**  
**SCOPE OF WORK**

**SYNTHETIC SPORT COURT SURFACING**

1.01            GENERAL

1.01.01        GENERAL DESCRIPTION

- A. Textured acrylic surfacing for concrete tennis/pickleball courts and similar play areas.

1.01.02        RELATED SECTIONS

- A. References
  - 1. National Asphalt Paving Association (NAPA)
  - 2. United States Tennis Association (USTA)
  - 3. International Tennis Federation (ITF)
  - 4. American Sport Builders Association (ASBA)

1.01.03        QUALITY ASSURANCE

- A. All surface coatings products shall be supplied by a single manufacturer.
- B. The contractor shall record the batch number of each product used on the site and maintain it through the warranty period.
- C. The contractor shall provide the inspector, upon request, an estimate of the volume of each product to be used on the site.
- D. The installer shall be an authorized applicator of the specified system.
- E. The manufacturer's representative shall be available to help resolve material questions.

1.01.04        SUBMITTALS

- A. Manufacturer specifications for components, color chart, and installation instructions.
- B. Samples: Submit manufacturer's color samples of color coating.
- C. Authorized Applicator certificate from the surface system manufacturer.
- D. ITF classification certificate for the system to be installed.

- E. Current Material Safety Data Sheets (MSDS).
- F. Manufacturer's Project References: Submit manufacturer's list of successfully completed concrete tennis & multi-purpose court surface color coating system projects, including project name, location, and date of application.
- G. Applicator's Project References: Submit applicator's list of successfully completed concrete tennis & multi-purpose court surface color coating system projects, including project name, location, type and quantity of color coating system applied, and date of application.
- H. Warranty Documentation: Submit manufacturer's standard warranty.
- I. Product substitution: If other than the product specified, the contractor shall submit at least 7 days prior to the bid date a complete type written list of proposed substitutions with sufficient data, drawings, samples and literature to demonstrate to the owners satisfaction that the proposed substitution is of equal quality and utility to that originally specified. Information must include a QUV test of at least 1000 hours illustrating the UV stability of the system. The color system shall have an ITF pace rating in Category 2. Under no circumstances will systems from multiple manufacturers be considered.

#### 1.01.05 MATERIAL HANDLING AND STORAGE

- A. Store materials in accordance with manufacturer specifications and MSDS.
- B. Deliver product to the site in original unopened containers with proper labels attached.
- C. All surfacing materials shall be non-flammable.

#### 1.01.06 GUARANTEE

- A. Provide a guarantee against defects in the materials and workmanship for a period of one year from the date of substantial completion.

#### 1.01.07 INSTALLER QUALIFICATIONS

- A. Installer shall be regularly engaged in construction and surfacing of acrylic tennis courts, play courts or similar surfaces.
- B. Installer shall be an Authorized Applicator of the specified surface system.
- C. Installer shall be a builder member of the ASBA.

#### 1.01.08 MANUFACTURER QUALIFICATIONS

- A. System manufacturer shall provide documentation that the surface to be installed has been classified by the ITF as a medium pace surface.

- B. System manufacturer shall be a US owned company.
- C. System manufacturer shall be a member of the ASBA.

1.02 PRODUCTS

1.02.01 MANUFACTURERS

- A. California Products Corp., Andover, MA. 01810 / Plexipave System [www.plexipave.com](http://www.plexipave.com)
- B. Substitutions: The following products may be substituted provided they meet the QUV test of at least 1000 hours.
  - 1. Sportmaster
  - 2. Nova
  - 3. Laykold
  - 4. Deco

1.02.02 MATERIALS

- A. Patching Mix (California Court Patch Binder) - for use in patching cracks, holes, depressions and other surface imperfections.
- B. Crack Filler (Plexipave Crack Filler) - for use in filling fine cracks.
- C. Acrylic Filler Course (California Acrylic Resurfacer) – for use as a filler for new or existing concrete surfaces. The 100% acrylic filler shall be blended with approved silica sand at the job site.
- D. Acrylic Color Playing Surface (Plexichrome/Plexipave Color Base) – for use as the finish color and texture. Plexichrome and Plexipave Color Base are blended at the job site to achieve the correct surface texture. \*Factory Fortified Plexipave may be used as an alternative material.
- E. Line Paint (California Line Paint) – for use as the line marking on the court/play surface.
- F. Water – for use in dilution/mixing shall be clean and potable.

1.02.03 MATERIAL SPECIFICATIONS

- A. Court Patch Binder – 100% acrylic resin blended with Portland Cement and silica sand.
  - 1. Percent solids by weight (minimum) 46%

- 2. Weight 8.7-8.9 lbs./gallon
- B. Plexipave Crack Filler – 100% acrylic resin heavily filled with sand.
  - 1. Percent solids by weight (minimum) 85%
  - 2. Percent solids by weight (minimum) 15 lbs./gallon
- C. California Acrylic Resurfacer – 100% acrylic resin (no vinyl copolymerization constituent). The product shall contain not less than 3.5% attapulgate.
  - 1. Percent solids by weight (minimum) 26.7%
  - 2. Weight 8.7-8.9 lbs./gallon
- D. Plexichrome – 100% acrylic resin (no vinyl copolymerization constituent) with selected light fast pigments. Green shall contain not less than 8% chrome oxide.
  - 1. Percent solids by weight (minimum) 36.5%
  - 2. Weight 10.0-10.2 lbs./gallon
- E. Plexipave Color Base – 100% acrylic resin containing no vinyl copolymerization constituent. Contains not more than 63% rounded silica sand.
  - 1. Percent solids by weight (minimum) 74%
  - 2. Weight 13.1-14.1 lbs./gallon
- F. California Line Paint – 100% acrylic resin containing no alkyds or vinyl constituents. Texturing shall be rounded silica sand.
  - 1. Percent solids by weight (minimum) 60.5%
  - 2. Weight 12-12.3 lbs./gallon
- G. All surfacing materials shall be non-flammable and have a VOC content of not less than 100g./ltr. Measured by EPA method 24.
- H. Local sands are not acceptable in the color playing surface. Sands must be incorporated at the manufacturing location to insure quality and stability.

**1.03 EXECUTION**

**1.03.01 WEATHER LIMITATIONS**

- A. Do not install when rainfall is imminent or extremely high humidity prevents drying.

- B. Do not apply unless surface and air temperature are 50°F and rising.
- C. Do not apply if surface temperature is in excess of 140°F.

1.03.02 PREPARATION FOR ACRYLIC COLOR PLAYING SYSTEM

- A. Clean surfaces of loose dirt, oil, grease, leaves, and other debris in strict accordance with manufacturer's directions. Pressure washing will be necessary to adequately clean areas to be coated.

Any areas where mold, mildew, or fungus is evident should be treated with a solution of 2 parts water to 1 part household bleach. Spray and broom in the bleach solution and allow it to sit for 20 to 30 minutes. Scrub with brooms or suitable equipment, then rinse thoroughly with a pressure washer.

Protection of In-Place Conditions: Protect adjacent surfaces and landscaping from contact with concrete multi-purpose court surface color coating system.

- B. Holes and cracks: Cracks and holes shall be cleaned and a suitable soil sterilant, as approved by the owner, shall be applied to kill all vegetation 14 days prior to use of Court Patch Binder according to manufacturer's specifications.

Cracks a 1/4" wide or less to be filled with Plexipave Crack Filler or approved equal. Cracks wider than 1/4" to be filled with Plexipave Court Patch Binder or approved equal. All filling shall be flush and even with existing surface.

- C. Depression: Depressions holding enough water to cover a five cent piece shall be filled with Court Patch Binder Patching Mix. 3 gallons of Court Patch Binder, 100 lbs. 60-80 silica sand, 1 gallon Dry Portland Cement (Type I). This step shall be accomplished prior to the squeegee application of Acrylic Resurfacer. The contractor shall flood all the courts and then allow draining. Define and mark all areas holding enough water to cover a nickel. After defined areas are dry, prime with tack coat mixture of 2 parts water/1 part Court Patch Binder. Allow tack coat to dry completely. Spread Court Patch Binder mix true to grade using a straight edge (never a squeegee) for strike off. Steel trowel or wood float the patch so that the texture matches the surrounding area. Never add water to mix. Light misting on surface and edges to feather in is allowed as needed to maintain work ability. Allow to dry thoroughly and cure.

NO WORK FROM THIS STAGE ON SHALL COMMENCE UNTIL AN INSPECTOR HAS ACCEPTED THE SURFACE.

- D. Filler Course. (Acrylic Resurfacer): Filler course shall be applied to the clean underlying surface in one application to obtain a total quantity of not less than .06 gallon per square yard based on the material prior to any dilution. Acrylic Resurfacer may be used to pre-coat depression and crack/hole repairs to achieve better planarity prior to filler course application.

Mix the ingredients thoroughly using accepted mixing devices and use a 70 Durometer rubber bladed squeegee to apply each coat of Acrylic Resurfacer as required.

Allow the application of Acrylic Resurfacer to dry thoroughly. Scrape off all ridges and rough spots prior to any subsequent application of Acrylic Resurfacer or subsequent cushion or color surface system.

1.03.03 SLIPSHEET REPAIRS – NOT USED

1.03.04 APPLICATION OF ACRYLIC COLOR PLAYING SURFACE

A. All areas to be color coated shall be clean, free from sand, clay, grease, dust, salt or other foreign matters. The Contractor shall obtain the Engineer's approval, prior to applying any surface treatment.

B. Blend color base and Plexichrome with a mechanical mixer to achieve a uniform Fortified Plexipave mixture. The mix shall be:

Color Base 30 gallons

Plexichrome 20 gallons

Water 20 gallons

C. Application shall be made by 50 durometer rubber faced squeegees. The Fortified Plexipave mixture should be poured on to the court surface and spread to a uniform thickness in a regular pattern.

D. Play Surface

1. A total of 3 applications of Fortified Plexipave shall be made to achieve a total application rate of not less than .15 gal./sq. No application should be made until the previous application is thoroughly dry.

1.03.05 LINE PAINTING

A. Line shall be 2" wide unless otherwise noted on the drawings. Lines shall be carefully laid out in accordance with ASBA and USTA guidelines. The area to be marked shall be taped to insure a crisp line. The California Line Paint shall have a texture similar to the surrounding play surface. Application shall be made by brush or roller at the rate of 150-200 sg./gal. (3/4 gal. per court).

1.03.06 PROTECTION

A. Erect temporary barriers to protect coatings during drying and curing.

B. Lock gates to prevent use until acceptance by the owner's representative.

- C. Allow a minimum of 24 hours curing time before opening courts for play.

#### 1.03.07 CLEAN UP

- A. Remove all containers, surplus materials and debris. Dispose of materials in accordance with local, State and Federal regulations.
- B. Leave site in a clean and orderly condition.
- C. The re-erection of all fencing removed to provide access for equipment, and/or fencing adjusted for clearance as required, shall conform to the standards of the trade. Any fence fastenings, parts etc. damaged in the removal work shall be replaced with new material.

#### **BARRIER NETTING**

A barrier netting shall be installed to cover the area up to eleven feet above the court surface along the concrete area boundaries. Barrier netting shall be connected between the beams by a tension cable system and be connected at the concrete surface by an anchored eye hook system that allows for removal and maintenance. No permanent installation will be approved. Contractor is required to submit connection system to City for approval prior to installation. All four sides of the court system shall be covered by the netting system except for the area adjacent to the stairs that shall remain open. The approximate area of netting is 202 feet long by 11 feet tall.

#### **SURFACE MOUNT POST AND NET SYSTEM**

The Contractor shall provide and install the Dominator Heavy Duty Surface Mount Pickleball Net and Post system in black or an approved equal. The poles shall be anchored with either epoxy set anchors or red head anchors and shall be installed within 2 feet of the playing surface. Net shall have a crank turn tensioner system.

#### **BACKLESS BENCHES**

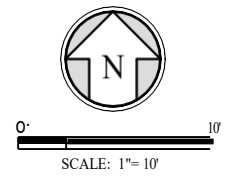
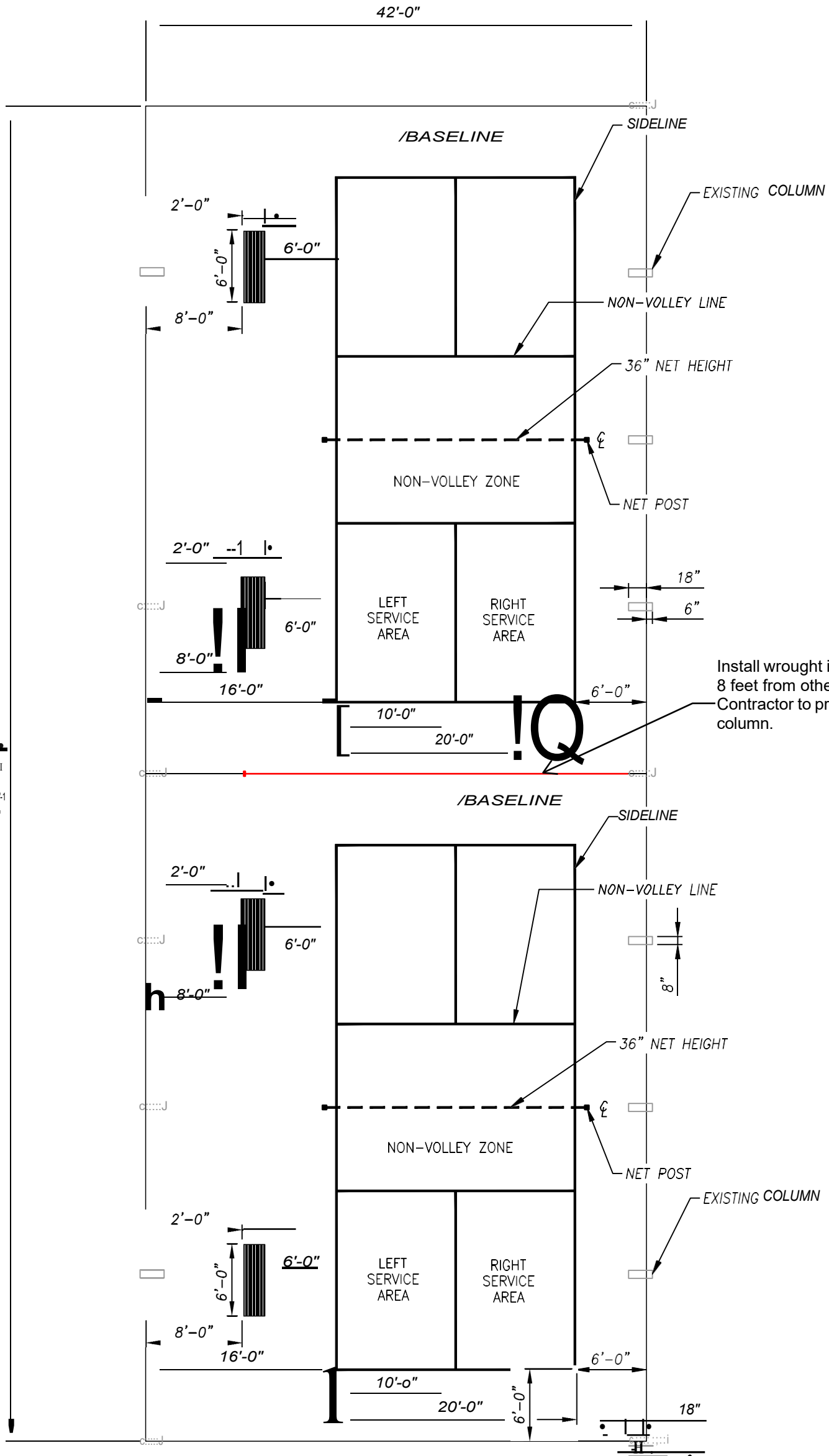
The Contractor shall provide and install four (4) Benson Outdoors “Aluminum Flat Bench-Powder Coated” benches in black river finish, or an approved equal. Benches shall be anchored with either epoxy set anchors or red head anchors and shall be installed in locations approved by the City.

#### **WROUGHT IRON FENCING**

The Contractor shall provide and install 28 feet of 36-inch-tall wrought iron fence to match the existing fencing at the facility. Fencing shall be anchored with either epoxy set anchors or red head anchors and shall be installed in the final location approved by the City.



L:\PROJECTS\2024\240008\ACAD\EXHIBITS\240008 PICKLE BALL COURT EXHIBIT.DWG 6/11/2024



PROJECT NO.: 240008  
 DRAWN BY: MAG  
 QA/QC BY: JD  
 SCALE: 1"=10'  
 SHEET NO.: 10F1

# WELLNESS CENTER PICKLE BALL

CITY OF LINDSAY



CITY OF LINDSAY

Contract For Lindsay Wellness Center Pickleball  
Courts Resurfacing Project

This contract is made by and between the City of Lindsay, A Municipal Corporation ("City"), and  
Tosted Asphalt, Inc. ("Contractor").

The undersigned hereby agrees to resurface existing concrete for the creation of two (2) pickleball courts. The crack filling, resurfacing, and striping will be required as needed on an existing concrete surface for new pickleball courts. The installation of poles and nets (2) as well as netting to eliminate balls from leaving court area is included as well.

The project shall also be installed to meet the following criteria and the Scope of Work attached as Exhibit "A":

1. Prevailing Wage Requirement

In accordance with the provisions of Section 1770 to 1780 of the Labor Code, the City of Lindsay has ascertained that the general prevailing rate of per diem wages applicable to the work to be done is contained in the wage schedule of the General Prevailing Wage Determinations made by the State of California Director of Industrial Relations. A copy of said schedule is now on file in the office of the City Engineer and by reference incorporated herein as if set out in full.

The Contractor to whom the contract is awarded shall pay not less than the specified wages to all workmen employed in the execution of the contract.

The Contractor agrees to comply with Sections 1810-1817 of the Labor Code prohibiting employment for over eight (8) hours in any one day or forty (40) hours in one week unless compensated at the rate of 1½ times the basic rate of pay (LC 1815).

2. Insurance Requirements

a. Contractor shall procure and maintain for the duration of this contract insurance covering claims for injuries to persons and damage to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representative, employees, or subcontractors. Contractor will maintain the following coverage, and coverage shall be at least as broad as:

(1) **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 0001, including products and completed operations, with limits of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be TWO MILLION AND NO/100 DOLLARS (\$2,000,000), twice the required occurrence limit.

(2) **Automobile Liability:** ISO Form Number CA 0001 covering any auto (Code 1), with a limit no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury and property damage.

(3) **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury or disease.

If Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Contractor.

Contractor's insurance policies shall be "occurrence" policies and not "claims-made" coverage.

Contractor may maintain an Umbrella policy in conjunction with the insurance policies referenced above. In such case, Contractor shall be deemed to have satisfied the insurance requirements of this contract as long as: (i) the coverage limits of the Umbrella policy and of the underlying liability policy(ies), when combined, satisfy each of the per occurrence and aggregate requirements identified in this subsection a.; and (ii) coverage under the Umbrella policy is as broad as and includes all incidents and events covered by the underlying insurance that it supplements.

b. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Alternatively, the City may require Contractor to provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses within the retention.

c. The policies are to contain, or be endorsed to contain, the following provisions:

(1) The City and its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL and automobile liability policies with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations; products used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. General liability coverage can be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

(2) For any claims related to this contract, Contractor's insurance coverage shall be primary insurance as respects the City and its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City and/or its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall be non-contributory.

(3) Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

d. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

e. Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences.

However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

f. Contractor hereby grants to City and its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of Contractor may acquire against the City and/or its officers, officials, employees, and volunteers by virtue of the payment of any loss under such insurance. Contractor agrees to obtain endorsements necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

g. The City reserves the right to modify the insurance requirements contained in this contract, including, without limitation, coverage limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

### 3. City Indemnification

Contractor agrees to indemnify, defend and hold harmless the City and its officials, officers, employees, agents and volunteers from and against all claims, demands, actions, injuries, liabilities, losses, costs or damages, direct or indirect, and any and all attorney's fees and other expenses which City or its officials, officers, employees, agents or volunteers may sustain or incur as a consequence of or anyway related to Contractor or its employees, agents and subcontractor's willful or negligent acts or omissions in the performance of the services and Contractor's responsibilities and obligations to be performed under this agreement or its failure to perform or comply with any of its obligations or responsibilities contained in this agreement. This indemnification shall survive the termination of this agreement.

### 4. Cost of Services

Contractor shall complete all work as identified in this bid proposal for the lump sum price of \$ 93,500.00 Ninety-three thousand five hundred dollars and zero cents

The Contractor shall once each month prepare an estimate (on forms furnished by the Engineer) of the total amount of work done and acceptable materials on hand (materials furnished and delivered by the Contractor on the ground and not used). The Engineer shall review the Contractor's monthly estimate for compliance with the provisions of the contract. Upon the Engineer's approval of the Contractor's monthly estimate, the City of Lindsay shall retain 5% of such estimated value of the work done and materials on hand and shall monthly pay to the Contractor, while carrying on the work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. No such estimate or payment shall be required to be made, when in the judgment of the Engineer, the work is not the total value of the work done since the last estimate amounts to less than five hundred dollars (\$500).

### 5. Time of Completion

The Contractor shall complete all work as identified in this bid proposal in no more than 45 calendar days from the issuance by the City of a Notice to Proceed, which will occur immediately after this bid contract has been signed by both parties.

If work is not completed in specified time frame and no approved change orders extending contract time have been approved, the Contractor shall pay the sum of \$250.00 per day beyond the contract completion time in the form of liquidated damages.

Contractor shall comply with all applicable laws, rules, regulations and ordinances in its performance of this contract.

6. Compliance with Laws

Contractor shall use the proper standard of care in performing the services and shall comply with all applicable federal, state and local laws, codes, ordinances and regulations. In addition, if the request for proposal to provide professional services which are the subject of this contract cited any federal or state financial assistance involved in the project for which the services are provided, the Contractor shall perform all services in accordance with all applicable federal and state laws, rates and regulations.

7. Licenses

Contractor represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to lawfully and competently perform the services. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect, or obtain at all times during the term of this contract, any licenses, permits, insurance and approvals which are legally required of Contractor to lawfully and competently perform the services. Contractor shall maintain a City of Lindsay business license.

8. Assignment and Subcontracting

The parties recognize that a substantial inducement to City for entering into this contract is the reputation, experience and competence of Contractor. Assignments of any or all rights, duties or obligations of the Contractor under this contract will be permitted only with the express consent of the City, which consent may be withheld in the sole and absolute discretion of City. Contractor shall not subcontract any portion of the services to be performed under this contract without the written consent of the City, which consent may be withheld in the sole and absolute discretion of City. If City consents to such subcontract, Contractor shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this contract shall: (1) create any contractual relationship between City and subcontractor; (2) create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor; or (3) relieve Contractor of any of its obligations and responsibilities under this contract.

9. Attorney's Fees

If an action at law or in equity is necessary to enforce or interpret the terms of this contract, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements, in addition to any other reasonable relief to which he may be entitled. With respect to any suit, action or proceeding arising out of or related to this contract or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the Superior Court in the County of Kings, State of California for any proceeding arising hereunder.

10. Sole and Only Contract

This contract supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters set forth herein and contains all of the covenants and agreements between the parties regarding said matters. Each party to this contract acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party which are not embodied in this contract, and no other agreement, statement or promise shall be valid or binding.

11. Invalidity

If any provision of this contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

12. Amendment

No change, amendment or modification of this contract shall be valid unless the same be in writing and signed by the parties hereto.

13. Governing Law

This contract shall be construed and governed pursuant to the laws of the State of California.

14. Waiver

Waiver of a breach or default under this contract shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this contract.

15. Authority to Enter Contract

Contractor has all requisite power and authority to conduct its business and to execute, deliver and perform the contract. Each party warrants that the individuals who have signed this contract have the legal power, right and authority to make this contract and to bind each respective party.

16. Notice

Except as otherwise expressly provided herein, any notice, consent, authorization or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when delivered personally, when transmitted by facsimile or email if receipt is acknowledged by the addressee, one business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or three business days after being mailed by first class mail, charges and postage prepaid, properly addressed to the party to receive such notice at the address identified below.

17. Existing Conditions

The contractor is to have visited the premises and considered all conditions that might affect the work in undertaking the work under this contract. No consideration will be given to any claims based on a lack of knowledge of existing conditions. **The pre-bid walk on Monday, July 29, 2024, at 10 AM.**

IN WITNESS WHEREOF, this Contract is executed by the duly authorized agent(s) of the City and by the Contractor on the date set before the name of each.

CITY OF LINDSAY


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

(City Seal)  
Attest:

\_\_\_\_\_  
City Clerk  
City of Lindsay

Tosted Asphalt, Inc.  
Contractor

(Corporate Seal)

By:  \_\_\_\_\_ JOSE PEREZ  
Owner  
Title

Approved as to Form:  
\_\_\_\_\_  
City Attorney for City of Lindsay





**CONTRACTOR'S/SUBCONTRACTOR'S CERTIFICATION  
CONCERNING STATE LABOR STANDARDS**

All contractors and subcontractors shall give the following certifications to the grantee and forward this certification to the grantee within ten days after the execution of any contract or subcontract.

A. "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

B. "It is further agreed that, except as may be provided in Section 1815 of the California Labor Code, the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the subcontractor shall forfeit, as a penalty, twenty-five dollars (\$25.00) for each worker employed in the execution of the subcontract for each calendar day during which a worker is required or permitted to labor more than 8 hours in any calendar day or more than 40 hours in any calendar week."

Tosted Asphalt, Inc.

Contractor/Subcontractor

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

Jose Perez, Owner

Typed Name and Title



**CONTRACTOR INFORMATION:**

Firm Name Tosted Asphalt, Inc.

*Note: In addition, place name on each Bid Sheet where space is provided*

Address PO Box 27014 Fresno, CA 93729

Email junior@tostedasphalt.com / shayne@tostedasphalt.com

Telephone (559) 441-0137 Fax (559) 441-0133

Contractor's License Number 959499

Contractor's License Expiration Date 04/30/2025


Contractor's License Classification(s) A

Contractor's California DIR Number 1000024478

***I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE ABOVE STATEMENTS ARE TRUE.***

BID AND CERTIFICATION SUBMITTED 08/07/2024

DATE

SIGNATURE   
AUTHORIZED REPRESENTATIVE

Jose Perez  
PRINT OF TYPE NAME

TITLE Owner

SUBMIT THIS SHEET WITH YOUR BID

**DESIGNATION OF SUBCONTRACTORS**

In accordance with the Public Contract Code, Part 1, Chapter 4, Subletting and Subcontracting, bidders must list the names and location of places of business of all subcontractors who will perform work or labor or render service to the bidder in an amount in excess of one-half of one percent (0.5%) of the total bid. Refer to Section 2-8 of the Standard Construction Specifications.

The apparent low bidder must submit a listing of license numbers for all subcontractors within three days, not counting Saturdays, Sundays, and holidays, of bid opening. If the low bidder is not the apparent low bidder, the apparent low bidder shall submit the license numbers of all listed subcontractors to the Agency within three days not counting Saturdays, Sundays, and holidays, of the date notified.

If the percentage of the work is not filled out, it will be assumed that the sub is responsible for 100% of the line items related to his trades work.

<b>PERCENT PERFORMED/TYPE OF WORK</b>	<b>SUBCONTRACTOR'S NAME</b>	<b>BUSINESS LOCATION CITY, STATE</b>
N/A	N/A	N/A

(USE ADDITIONAL SHEETS IF NECESSARY)  
SUBMIT THIS SHEET WITH YOUR BID

**BOND FOR FAITHFUL PERFORMANCE**

KNOW ALL MEN BY THESE PRESENTS:

That we, TOSTED ASPHALT, INC. hereinafter referred to as "Contractor", as Principal, and THE OHIO CASUALTY INSURANCE COMPANY as Surety, are held firmly bound unto the City of Lindsay in the sum of TEN PERCENT OF AMOUNT BID (\$ 10% OF BID), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that:

WHEREAS, said Contractor has been awarded and is about to enter a Contract with the City of Lindsay for furnishing all materials, equipment and labor and in the constructing of City of Lindsay, **Wellness Center Pickleball Courts Project** for said City and is required by said City to give this bond in connection with the execution of said Contract:

NOW, THEREFORE, if the said Contractor shall well and truly do and perform all the covenants and obligations of said Contract on his part to be done and performed at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect:

PROVIDED, that any alternations in the work to be done, or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either the Contractor or the Surety thereunder, nor shall the extension of time granted under the provisions of said contract release either the Contractor or the Surety, and notice of such alternations or extensions of the Contract is hereby waived by the Surety.

WITNESS our hands this 5TH day of AUGUST, 2024.

(Corporate Seal)

TOSTED ASPHALT, INC.  
Contractor/Principal

By:   
Jose Perez OWNER  
Title

(Corporate Seal)

THE OHIO CASUALTY INSURANCE COMPANY  
Surety

By:   
BRITTON CHRISTIANSEN, ATTORNEY-in-FACT  
Title

Approved as to Form:

\_\_\_\_\_  
City Attorney for City of Lindsay



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8210752-969577

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Britton Christiansen; Kevin E. Vega; Philip E. Vega

all of the city of Covina state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of September, 2023



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

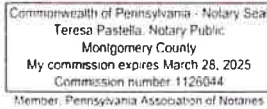
Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

State of PENNSYLVANIA
County of MONTGOMERY

On this 11th day of September, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of AUGUST, 2024



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of SAN LUIS OBISPO )  
On AUG 05 2024 before me, McKENZIE SALAZAR, NOTARY PUBLIC  
*Date Here Insert Name and Title of the Officer*  
personally appeared BRITTON CHRISTIANSEN  
*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.



Signature *McKenzie Salazar*  
*Signature of Notary Public*

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



# STAFF REPORT

TO: Lindsay City Council  
MEETING DATE: August 13, 2024

Item #: 18.1  
Discussion Items

**DEPARTMENT:** City Clerk  
**FROM:** Maegan Peton  
**AGENDA TITLE:** Virtual Public Comment

## ACTION & RECOMMENDATION

Consider limiting public comments to in-person or written submissions only and discontinue the acceptance of virtual public comments.

## BACKGROUND | ANALYSIS

The Brown Act (CA Government Code Sections 54950 et seq.) requires that the City Council conduct business in open, public, and noticed meetings. The City is not obligated to provide Zoom participation options in meetings.

In 2020, Covid-19 shutdowns restricted in person gatherings throughout the City of Lindsay and beyond. In an effort to hold public meetings and allow for public comment, the City decided to start hosting virtual meetings. When the shutdowns were lifted, the City adopted a hybrid model, combining in person meetings with virtual participation.

While the virtual public comment assisted in keeping the public engaged, it has led to some unintended problems, particularly "Zoom Bombings." These disruptions involve anonymous users making offensive, racist, antisemitic, or profane comments, which are both highly inappropriate and disruptive. Such incidents have forced many cities to end their meetings prematurely, impeding the Council's ability to address agenda items. This not only affects the City and its residents but also incurs additional costs and delays for staff.

Currently, the public can provide feedback to the City Council in the following ways:

- Attend meetings in person and provide verbal comments.
- Emailing the City Council prior to the meeting. These comments are included in the official record of the meeting.
- Provide virtual comments in writing or verbally via Zoom.

To prevent the occurrence of these issues, staff recommend discontinuing virtual public comment and restricting public input to in-person or written submissions only.

## FISCAL IMPACT

There is no fiscal impact associated with this action.

## ATTACHMENTS

1. N/A

Reviewed/Approved: 