



# LINDSAY CITY COUNCIL REGULAR MEETING AGENDA

September 24, 2024, 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, September 24, 2024 at 6:00 p.m. in person and live via YouTube.

 **City of Lindsay YouTube Channel:** <https://www.youtube.com/@CityofLindsay>



Se 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 por teléfono, (559) 562-7102 ext. 8034, o regístrese unos minutos antes en el momento de la reunión del Consejo.

## Rules for Addressing the City Council:

- Members of the public may address the City Council on matters within the jurisdiction of the City of Lindsay.
- Persons wishing to address Council concerning an item on the agenda will be invited to address the Council during the time that Council is considering that agenda item. Persons wishing to address Council concerning issues not on the agenda will be invited to address Council during the Public Comment portion of the meeting.
- When invited by the Mayor to speak, please step up to the lectern, state your name and city of residence, and make your comments. Comments are limited to three minutes per speaker.

## 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).

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE AND INVOCATION** –Led by Councilmember Sanchez.
4. **APPROVAL OF AGENDA**
5. **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.
6. **COUNCIL REPORT**
7. **STAFF UPDATES** – City Services, Finance, Human Resources, Public Safety, Recreation Services
8. **CITY MANAGER REPORT**

9. **RECOGNITION**

9.1 **Resolution of Commendation for Administrative Supervisor Vanessa Duran**

9.2 **Resolution of Commendation for Lieutenant Ryan Heinks**

10. **PRESENTATIONS**

10.1 **City Assistance Program**

**Action & Recommendation:** This is a presentation item. No action is needed.

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

11. **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.

11.1 **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

11.2 **Minutes of the Regular and/or Special Meeting of September 10, 2024.**

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

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

11.3 **Warrant List for September 2, 2024, Through September 15, 2024.**

**Action & Recommendation:** Accept the Warrant List for transactions dated September 2, 2024, through September 15, 2024

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

12. **ACTION ITEMS**

12.1 **TCAG Presentation – Letter of Support for the Cross Valley Express.**

**Action & Recommendation:** Receive a presentation from the Tulare County Association of Governments (TCAG) on the Cross Valley Express; and direct the City Manager to submit a letter of support for the Kings-Tulare County Cross Valley Corridor Phased Service and Operations Plan, referred to as the “Cross Valley Express.”

**Submitted by:** Daymon Qualls, City Manager and Derek Winning with TCAG

12.2 **Construction Management Services Contract for the Olive Bowl and Kaku Renovation Project.**

**Action & Recommendation:** Award and authorize the Mayor to sign a contract with 4CREEKS of Visalia, Ca in the amount of \$579,170.70 for Construction Management Services for the Olive Bowl and Kaku Renovation Project.

**Submitted by:** Mauricio Mendoza, Engineer Technician

12.3 **Agreement with VL Friday Night Market for Services Related to the Friday Night Market.**

**Action & Recommendation:** Authorize an agreement with VL Friday Night Market and grant the City Manager authorization to execute documents relating thereto.

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

**12.4 Resolution No. 24-35 Memorializing the Receipt of SQM Settlement Funds and Restricting the use of Said Funds.**

**Action & Recommendation:** Adopt Resolution No. 24-35 memorializing the receipt of \$6,550,533.74 in settlement funds from SQM North America Corporation into the water enterprise account and designate these funds to be used exclusively for the design, installation, and ongoing maintenance and operation of a two-stage ion exchange treatment system for Well 11; and prohibit the use or transfer of these funds for any purpose other than the rehabilitation of Well 11 and improvement to the City's water system.

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

**13. DISCUSSION ITEMS**

**13.1 Opportunities for Developing City-Owned Vacant Properties.**

**Action & Recommendation:** Review a presentation on select City-owned vacant properties, discuss and evaluate potential development opportunities for each site, and provide guidance to staff based on their findings.

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

**14. EXECUTIVE (CLOSED) SESSION**

**14.1 Conference with Legal Counsel – Anticipated Litigation**

Significant Exposure to Litigation  
Pursuant to § 54956.9(b): 1 Case

**15. REQUEST FOR FUTURE ITEMS**

**16. 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, September 19, 2024 at 10:30 a.m.



Maegan Peton, City Clerk



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

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- TITLE** A RESOLUTION OF COMMENDATION AND APPRECIATION TO VANESSA DURAN FOR OUTSTANDING SERVICE AND DEDICATION TO THE CITY OF LINDSAY WHILE SERVING AS ACTING HUMAN RESOURCES MANAGER
- MEETING** At a regularly scheduled meeting of the City of Lindsay City Council held on September 24, 2024, at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247
- WHEREAS**, Vanessa Duran has faithfully served the City of Lindsay for 17 years, currently holding the position of Administrative Supervisor in the Department of Public Safety; and
- WHEREAS**, Vanessa willingly stepped into the role of Acting Human Resources Manager on February 5, 2024, to address a critical need within the City and served in that role until July 14, 2024; and
- WHEREAS**, Vanessa demonstrated exceptional collaboration with City staff, providing departmental support, transparency, and efficiency in Human Resources processes; and
- WHEREAS**, Vanessa's dedication was instrumental in managing multiple recruitments and navigating complex personnel issues with grace and efficiency; and
- WHEREAS**, the City of Lindsay greatly values and acknowledges Vanessa's exceptional contributions and leadership within the organization.
- NOW, THEREFORE, BE IT RESOLVED** that the City of Lindsay, on behalf of its staff and community, does hereby express its deepest appreciation to Vanessa Duran for her dedication and outstanding service as Acting Human Resources Manager.

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Ramiro Serna, Mayor



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

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- TITLE** A RESOLUTION OF COMMENDATION AND APPRECIATION TO LIEUTENANT RYAN HEINKS FOR OUTSTANDING SERVICE AND DEDICATION TO THE CITY OF LINDSAY WHILE SERVING AS ACTING DIRECTOR OF PUBLIC SAFETY
- MEETING** At a regularly scheduled meeting of the City of Lindsay City Council held on September 24, 2024, at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247
- WHEREAS**, Lieutenant Ryan Heinks has served the City of Lindsay's Department of Public Safety for 22 years; and
- WHEREAS**, during a critical period of need, Lieutenant Heinks stepped up to lead as the Acting Director of Public Safety on December 28, 2023 and served in that role until September 1, 2024, providing essential guidance and stability; and
- WHEREAS**, Lieutenant Heinks has consistently demonstrated exceptional support for both Public Safety staff and residents alike, prioritizing safety and community well-being; and
- WHEREAS**, his leadership has been instrumental in addressing and fulfilling Public Safety needs; and
- WHEREAS**, the City of Lindsay deeply values and recognizes Lieutenant Heinks' remarkable contributions and leadership.
- NOW, THEREFORE, BE IT RESOLVED** that the City of Lindsay, on behalf of its staff and community, does hereby extend its heartfelt appreciation to Lieutenant Ryan Heinks for his dedication and outstanding service as Acting Director of Public Safety.

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Ramiro Serna, Mayor



# STAFF REPORT

TO: Lindsay City Council

MEETING DATE: September 24, 2024

Item #: 8.1  
Presentations

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**DEPARTMENT:** Recreation, Wellness, & Aquatic Center

**FROM:** Armando da Silva, Director of Recreation Services

**AGENDA TITLE:** City Assistance Program

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## ACTION & RECOMMENDATION

This is a presentation item. No action is needed.

## BACKGROUND | ANALYSIS

The City Assistance Program is designed to enable residents of the City of Lindsay to access activities offered by the Lindsay Recreation Services Department, should they require financial assistance.

The assistance program is available for anyone meeting the eligibility criteria and wishing to participate in a City of Lindsay Recreation Services Department program.

Those interested are invited to review the attached application and apply in accordance with the eligibility requirements.

## FISCAL IMPACT

This is a presentation item only. Staff is not asking Council to approve any expenditures at this time.

## ATTACHMENTS

1. City Assistance Program Policy and Application

Reviewed/Approved: 



# CITY ASSISTANCE PROGRAM

## Recreation Services Department

860 North Sequoia Avenue, Lindsay, CA 93247  
 Office (559) 562-5196 / [adasilva@lindsay.ca.us](mailto:adasilva@lindsay.ca.us)  
 Website: [www.lindsay.ca.us](http://www.lindsay.ca.us)

### **MUST BE A CITY OF LINDSAY RESIDENT**

- Confidential Application for Financial Assistance.
- This application must be completed and accompanied by a current income statement.
- **We cannot consider or process an incomplete application.**

## ASSISTANCE POLICY

### PURPOSE

The City of Lindsay recognizes the need to provide a comprehensive recreation program for the entire community and, where possible, recover programming costs. The City further realizes that some individuals cannot pay some or all required activity fees. The assistance program is provided to ensure residents of the City of Lindsay can participate in the Lindsay Recreation Services Department activities should they require financial assistance.

### GENERAL INFORMATION

The assistance program is for anyone meeting the eligibility criteria and wishing to participate in a City of Lindsay Recreation Services Department Program. Financial assistance will be granted for programs that are non-contracted classes and only for youth programs or activities. The assistance program may be used for the city's selected few recreational activities. Assistance participation will be limited to 50% of the program or activity per household per calendar year. Participants are granted one (1) discount on a regular cost to the program and may not receive additional discounts with the assistance program.

**Example: A program may offer a 2<sup>nd</sup> child discount rate. Participants may not receive the 2<sup>nd</sup> child discount rate in addition to receiving support from the assistance program.**

**Participants must pay the remaining percentage of the cost at registration.**

### ELIGIBILITY REQUIREMENTS

- ✓ All assistance must be submitted on the Financial Assistance Form.
- ✓ Submit proof of residency/address, such as a utility bill: Gas, Electric, or Water.
- ✓ The assistance recipient, children, must be 17 or younger.
- ✓ Applicants must provide proof of household income from ALL SOURCES:
  1. Provide proof that the family receives public assistance cash aid grants. Award letter not older than 30 days.
  2. Provide Paycheck Stubs, Unemployment, Worker's Compensation, Social Security, or State Disability Award letter and/or 1 months' worth of check stubs, not over 30 days.
- ✓ Applications must be turned into the Recreation Services Department no less than ten (10) working days before the program for which it is being submitted.
- ✓ The participant may only receive one (1) approved assistance per calendar year.
- ✓ All applications are subject to the same "space as available" registration system. The application will be canceled if the activity or program is full, and the applicant must reapply.
- ✓ If an application is granted and the participant fails to attend the subsidized activity or program, future assistance may be jeopardized.
- ✓ Due to financial assistance applications being in high demand, we require payment in full at the time of registration no later than 72 hours after award notification. Longer than 72 hours will need to reapply.

### CONFIDENTIALITY GUIDELINES

- ✓ All information on the application will be considered confidential and used only to determine eligibility for assistance.
- ✓ No person will be discriminated against because of race, sex, religion or national origin.
- ✓ The Director shall have the authority to grant assistance on a partial or full fee basis or design a special payment plan for each case.

### CITY ASSISTANCE PROGRAM SCALE

DISCOUNT	INCOME CATEGORY	Number of Persons in Household							
		1	2	3	4	5	6	7	8
50%	Very Low Income	\$28,900	\$33,000	\$37,150	\$41,250	\$44,550	\$47,850	\$51,150	\$54,450
40%	Low Income	\$46,200	\$52,800	\$59,400	\$65,950	\$71,250	\$76,550	\$81,800	\$87,100
30%	Median Income	\$58,650	\$67,050	\$75,400	\$83,800	\$90,500	\$97,200	\$103,900	\$110,600
20%	Moderate Income	\$70,400	\$80,450	\$90,500	\$100,500	\$108,600	\$116,650	\$124,700	\$132,750

# CITY ASSISTANCE PROGRAM

Confidential Application for Financial Assistance  
MUST BE A CITY OF LINDSAY RESIDENT



DATE APPLYING:	
TOTAL NUMBER OF PEOPLE IN THE HOUSEHOLD:	

PARTICIPANT NAME #1:		DOB:		AGE:	
ACTIVITY:					
PARTICIPANT NAME #2:		DOB:		AGE:	
ACTIVITY:					

GUARDIAN NAME:		DOB:		AGE:	
HOME PHONE:		WORK PHONE:		CELL PHONE:	
MAILING ADDRESS:		CITY:		ZIP:	

**\*NOTE: ALL INCOME SOURCES SHOULD BE INCLUDED BY ALL HOUSEHOLD MEMBERS.**

ARE YOU EMPLOYED?	YES ____ NO ____	IF YES, MONTHLY INCOME:	
IF MARRIED, IS YOUR SPOUSE EMPLOYED?	YES ____ NO ____	IF YES, MONTHLY INCOME:	
SPOUSE NAME:		DOB:	
		AGE:	

IF DIVORCED, DO YOU RECEIVE CHILD SUPPORT?	YES ____ NO ____	IF YES, MONTHLY INCOME:	
ARE YOU OR ANY OF THE HOUSEHOLD ON PUBLIC CASH AID?	YES ____ NO ____	IF YES, MONTHLY INCOME:	

OTHER INCOME SOURCES:		MONTHLY INCOME:	
		<b>TOTAL MONTHLY INCOME:</b>	

HAVE YOU ATTACHED ALL THE CURRENT HOUSEHOLD INCOME STATEMENTS? *NOT OLDER THAN 30 DAYS	YES ____ NO ____
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I HEREBY STATE THAT THE INFORMATION PROVIDED IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT THE CITY OF LINDSAY RECREATION SERVICES DEPARTMENT MAY HOLD ME RESPONSIBLE FOR THE TOTAL COST OF THE PROGRAM SHOULD THIS INFORMATION BE INACCURATE.

\_\_\_\_\_  
SIGNATURE OF GUARDIAN APPLICANT

\_\_\_\_\_  
DATE

<b>OFFICE USE ONLY:</b>		
Recreation Director Signature: _____	Date Received: _____	
APPROVED: _____	DENIED: _____	AUTHORIZED: _____





# LINDSAY CITY COUNCIL REGULAR MEETING MINUTES

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

Tuesday, September 10, 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, Assistant City Attorney Mario Zamora, City Clerk Maegan Peton, Director of Public Safety Rob Moore, Acting Human Resources Manager Lance Rowell, Director of Finance Lacy Meneses, Director of Recreation Services Armando da Silva, City Services Manager Joseph Avina, Administrative Supervisor Marshall Chairez, Lieutenant Ryan Heinks, Records Clerk Daisy Flores.

## 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 Flores  
Councilmember Cerros  
Councilmember Sanchez (6:25 p.m.)  
Councilmember Villarreal

### 3. PLEDGE OF ALLEGIANCE

The pledge of allegiance was led by Councilmember Cerros and an invocation was provided by Pastor Natanael Lopez.

### 4. APPROVAL OF AGENDA

It was motioned by Councilmember Cerros, seconded by Councilmember Villarreal, and carried 4 to 0 (Sanchez absent) to approve the agenda.

### 5. EXECUTIVE (CLOSED) SESSION

Council adjourned to closed session at 6:03 p.m.

#### 5.1 Conference with Legal Counsel – Anticipated Litigation

Significant Exposure to Litigation  
Pursuant to § 54956.9(b): 1 Case

#### 5.2 Conference with Labor Negotiators

Pursuant to Cal Gov. Code § 54957.6  
Agency Designated Representatives: Lacy Meneses, Daymon Qualls, Mario Zamora

Employee Organizations: Mid-Management Group, LPOA, SEIU, LCPFA

Council adjourned from closed session at 7:15 p.m..

## **EXECUTIVE (CLOSED) SESSION REPORT**

Mayor Serna advised there was no reportable action.

**6. PUBLIC COMMENT –** Public Comment was taken after Staff Updates.

Dennis Doane provided updates for the Chamber of Commerce.

**7. COUNCIL REPORT –** Council Report was taken after City Manager Report.

Councilmember Villarreal reported that she attended the First Friday Coffee Talk.

Councilmember Sanchez advised she had nothing to report.

Councilmember Cerros advised that the Tulare County Fair begins September 11, 2024, and that there is a Council dinner for Elected Officials on September 11, 2024, as well.

Mayor Pro Tem Flores advised she had nothing to report.

Mayor Serna reported that he attended the First Friday Coffee Talk, the Healthy Kids Healthy Lindsay meeting, a Rawhide Game and that there is the groundbreaking for the Olive Bowl on September 24, 2024.

**8. CITY MANAGER REPORT –** City Manager Report was taken after Executive (Closed) Session.

**8.1 Introduction of Director of Public Safety Robert Moore.**

The City Manager introduced the new Director of Public Safety Robert Moore and reported out in recent events and items of interest.

City Manager Daymon Qualls provided a brief update to Council and then introduced the Chief of Public Safety Robert Moore.

**9. STAFF UPDATES –** Staff Updates were taken after Council Report.

City staff provided updates for Council review.

**10. PRESENTATIONS**

**10.1 Recreation Updates.**

Director of Recreation Services Armando da Silva provided a presentation for Council review.

**10.2 Certificate of Recognition Presented to the Lindsay Community Theater.**

Mayor Serna presented a Certificate of Recognition honoring the Lindsay Community Theater in the relighting their Marquee.

**11. CONSENT CALENDAR**

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

**11.1 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

**11.2 Minutes of the Regular and/or Special Meeting of August 27, 2024.**

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

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

**11.3 Warrant List for August 19, 2024 Through September 1, 2024.**

**Action & Recommendation:** Accept the Warrant List for transactions dated August 19, 2024, through September 1, 2024.

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

**11.4 August 2024 Monthly Treasurer's Report.**

**Action & Recommendation:** Accept the August 2024 Monthly Treasurer's Report.

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

**12. ACTION ITEMS**

**12.1 Establishment of the Lindsay Economic Development Committee.**

**Action & Recommendation:** Adopt Resolution No. 24-31 formally creating the Lindsay Economic Development Committee and establishing the bylaws by which the Committee will adhere to.

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

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

**Council Action:** It was motioned by Councilmember Cerros, seconded by Councilmember Sanchez, and unanimously carried to approve the item as presented.

**12.2 Extraterritorial Sewer Connection for APN 202-144-004.**

**Action & Recommendation:** Approve Resolution No. 24-32, an Extraterritorial Sewer Connection for APN 202-144-004; and authorize the City Manager to execute the Extraterritorial Sewer Service agreement once all requirements are met.

**Submitted by:** Joseph Avina, Acting Director of City Services

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

**Council Action:** It was motioned by Councilmember Cerros, seconded by Mayor Pro Tem Flores, and unanimously carried to approve the item as presented.

**12.3 Award a Contract to American Ramp Company of Joplin, MO for Construction of the Lindsay City Park Skatepark Project.**

**Action & Recommendation:** Award and authorize the Mayor to sign a contract with American Ramp Company of Joplin, MO, in the amount of \$147,334.50 for the construction of the Lindsay City Park Skatepark Project; and authorize a contingency amount of \$14,733 (10%) for potential unforeseen conditions.

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

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

**Council Action:** It was motioned by Councilmember Cerros, seconded by Mayor Serna, and unanimously carried to approve the item as presented.

**12.4 2024/2025 General Fund Budget Amendment.**

**Action & Recommendation:** Approve the City of Lindsay 2024/2025 General Fund Budget Amendment.

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

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

**Council Action:** It was motioned by Mayor Pro Tem Flores, seconded by Mayor Pro Tem Flores, and unanimously carried to approve the item as presented.

### **12.5 Valencia & Linda Vista Dr. Rehabilitation Improvement Project Notice of Completion.**

**Action & Recommendation:** Accept the Valencia Street and Linda Vista Drive – Street, Sidewalk, and Drainage Improvements Project as complete; and direct the City Clerk to file a “Notice of Completion” with the County Recorder with the 1-year warranty period beginning upon recordation.

**Submitted by:** Joseph Avina, Acting Director of City Services

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

**Council Action:** It was motioned by Mayor Pro Tem Flores, seconded by Councilmember Sanchez, and unanimously carried to approve the item as presented.

### **12.6 Resolution 24-33 Tulare County Multi-Jurisdiction Local Hazard Mitigation Plan and City of Lindsay Annex D.**

**Action & Recommendation:** Approve Resolution No. 24-33, a Resolution of the City Council of the City of Lindsay adopting the Tulare County Multi Jurisdiction Local Hazard Mitigation Plan and City of Lindsay Annex D as requested by Federal Emergency Management Agency (FEMA) for non-mandatory compliance with Assembly Bill (AB) 2140.

**Submitted by:** Kira Stowell, Contract City Planner

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

**Council Action:** It was motioned by Councilmember Sanchez, seconded by Councilmember Villarreal, and unanimously carried to approve the item as presented.

## **13. PUBLIC HEARINGS**

### **13.1 Zone Change No. 24-01, Tentative Parcel Map No. 24-01, and Planned Unit Development No. 2024-01.**

**Action & Recommendation:** Approve Resolution No. 24-34, a Resolution of the City Council of the City of Lindsay, to adopt an Initial Study/Mitigated Negative Declaration (IS/MND) for Zone Change No. 24-01, Tentative Parcel Map 24-01 “Hidden Oaks”, and Planned Unit Development No. 24-01, and approve Zone Change No. 24-01 (ZC 24-01), Tentative Parcel Map No. 24-01 (TPM 24-01), and Planned Unit Development No. 24-01 (PUD 24-01); and introduce (first reading) Ordinance No. 614, an Ordinance of the City of Lindsay approving Zone Change No. 24-01.

**Submitted by:** Kira Stowell, Contract City Planner

**Public Hearing Open:** The Public Hearing opened at 8:17 p.m.

**Public Comment:** Public comment was provided by Developer Greg Nunley in support of this item and made himself available to Council for questions.

**Public Hearing Closed:** The Public Hearing closed at 8:17 p.m.

**Council Action:** It was motioned by Mayor Pro Tem Flores, seconded by Councilmember Villarreal, and unanimously carried to approve Resolution No. 24-34 to adopt and Initial Study/Mitigated Negative Declaration (IS/MND) for Zone Change No. 24-01, Tentative Parcel Map 24-01 “Hidden Oaks”, and Planned Unit Development No. 24-01, and approve Zone Change No. 24-01 (ZC 24-01), Tentative Parcel Map No. 24-01 (TPM 24-01), and Planned Unit Development No. 24-01 (PUD 24-01). It was further motioned by Mayor Pro Tem Flores, seconded by Councilmember Cerros, and unanimously carried to approve the first reading of Ordinance No. 614 approving Zone Change No. 24-01.

**14. REQUEST FOR FUTURE ITEMS**

There were no requests for future items.

**15. ADJOURNMENT**

The regular meeting was adjourned at 8:19 p.m.

Approved by Council: September 24, 2024.

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

ATTEST:

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

*The next Regular Meeting of the Lindsay City Council is scheduled to be held on September 24, 2024.*



# STAFF REPORT

TO: Lindsay City Council

MEETING DATE: September 24, 2024

Item #: 11.3  
Consent

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**DEPARTMENT:** Finance

**FROM:** Lacy Meneses, Director of Finance

**AGENDA TITLE:** Warrant List for September 2, 2024, Through September 15, 2024

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## ACTION & RECOMMENDATION

Accept the Warrant List for transactions dated September 2, through September 15, 2024.

## BACKGROUND | ANALYSIS

The warrant list for September 2, through September 15, 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:

9/2/2024 THROUGH 9/15/2024

Check#	Fund	Date	Vendor #	Vendor Name	Description	Amount
<b>26597</b>						<b>\$2,945.00</b>
	101 - GENERAL FUND	09/04/24	6504	ADVENTIST HEALTH TO	JULY TOXICOLOGY SVC	2945
<b>26598</b>						<b>\$972.01</b>
	101 - GENERAL FUND	09/04/24	007	AG IRRIGATION SALES	ADS SPRINKLERS	161.72
	101 - GENERAL FUND	09/04/24	007	AG IRRIGATION SALES	JUMBO BOX COVER	20.97
	101 - GENERAL FUND	09/04/24	007	AG IRRIGATION SALES	ROTOR SPRINKLERS	194.12
	101 - GENERAL FUND	09/04/24	007	AG IRRIGATION SALES	SPRINKLERS,PLIER	130.16
	101 - GENERAL FUND	09/04/24	007	AG IRRIGATION SALES	SPRINKLERS,ST ELBOW	301.06
	552 - WATER	09/04/24	007	AG IRRIGATION SALES	HAND PUMP,GLOVES	59.54
	552 - WATER	09/04/24	007	AG IRRIGATION SALES	HAND PUMP	52.22
	552 - WATER	09/04/24	007	AG IRRIGATION SALES	TRUCK#0809-HAND PUM	52.22
<b>26599</b>						<b>\$890.16</b>
	101 - GENERAL FUND	09/04/24	5457	AUTO ZONE COMMERCIA	OIL MIX,CAR WASH&WA	59.18
	101 - GENERAL FUND	09/04/24	5457	AUTO ZONE COMMERCIA	TIRE CLEANER,BRUSH	90.78
	101 - GENERAL FUND	09/04/24	5457	AUTO ZONE COMMERCIA	STARTING FLUID	7.09
	101 - GENERAL FUND	09/04/24	5457	AUTO ZONE COMMERCIA	#0188-AIR&OIL FILTE	55.26
	101 - GENERAL FUND	09/04/24	5457	AUTO ZONE COMMERCIA	BALL MOUNT, LOCK	108.63
	101 - GENERAL FUND	09/04/24	5457	AUTO ZONE COMMERCIA	BATTERY	19.58
	101 - GENERAL FUND	09/04/24	5457	AUTO ZONE COMMERCIA	BATTERY-PRESSURE WA	140.1
	101 - GENERAL FUND	09/04/24	5457	AUTO ZONE COMMERCIA	GAS CONTAINERS	91.63
	101 - GENERAL FUND	09/04/24	5457	AUTO ZONE COMMERCIA	RATCHET, STARTER KI	84.37
	552 - WATER	09/04/24	5457	AUTO ZONE COMMERCIA	#26-AIR&OIL FILTER	48.56
	552 - WATER	09/04/24	5457	AUTO ZONE COMMERCIA	DIESEL EXHAUST FLUI	42.17
	552 - WATER	09/04/24	5457	AUTO ZONE COMMERCIA	RATCHET BREAKER BAR	32.61
	553 - SEWER	09/04/24	5457	AUTO ZONE COMMERCIA	#26-AIR&OIL FILTER	48.56
	553 - SEWER	09/04/24	5457	AUTO ZONE COMMERCIA	DIESEL EXHAUST FLUI	42.18
	553 - SEWER	09/04/24	5457	AUTO ZONE COMMERCIA	FUNNEL,STRAP WRENCH	19.46
<b>26600</b>						<b>\$4,500.00</b>
	101 - GENERAL FUND	09/04/24	6689	BUILDING MAINTENANC	JULY CLEANING SERVI	321.43
	101 - GENERAL FUND	09/04/24	6689	BUILDING MAINTENANC	JUNE CLEANING SERVI	321.42
	101 - GENERAL FUND	09/04/24	6689	BUILDING MAINTENANC	JULY CLEANING SERVI	321.43
	101 - GENERAL FUND	09/04/24	6689	BUILDING MAINTENANC	JUNE CLEANING SERVI	321.43
	101 - GENERAL FUND	09/04/24	6689	BUILDING MAINTENANC	JULY CLEANING SERVI	321.43
	101 - GENERAL FUND	09/04/24	6689	BUILDING MAINTENANC	JUNE CLEANING SERVI	321.43
	101 - GENERAL FUND	09/04/24	6689	BUILDING MAINTENANC	JULY CLEANING SERVI	321.43
	101 - GENERAL FUND	09/04/24	6689	BUILDING MAINTENANC	JUNE CLEANING SERVI	321.43
	552 - WATER	09/04/24	6689	BUILDING MAINTENANC	JULY CLEANING SERVI	321.43
	552 - WATER	09/04/24	6689	BUILDING MAINTENANC	JUNE CLEANING SERVI	321.43
	553 - SEWER	09/04/24	6689	BUILDING MAINTENANC	JULY CLEANING SERVI	321.43
	553 - SEWER	09/04/24	6689	BUILDING MAINTENANC	JUNE CLEANING SERVI	321.43
	554 - REFUSE	09/04/24	6689	BUILDING MAINTENANC	JULY CLEANING SERVI	321.42
	554 - REFUSE	09/04/24	6689	BUILDING MAINTENANC	JUNE CLEANING SERVI	321.43
<b>26601</b>						<b>\$431.00</b>
	101 - GENERAL FUND	09/04/24	5013	BUZZ KILL PEST CONT	157 N MIRAGE	35
	101 - GENERAL FUND	09/04/24	5013	BUZZ KILL PEST CONT	476 MT VERNON	52
	101 - GENERAL FUND	09/04/24	5013	BUZZ KILL PEST CONT	911 N PARKSIDE	29
	101 - GENERAL FUND	09/04/24	5013	BUZZ KILL PEST CONT	174 SWEET BRIER	36
	101 - GENERAL FUND	09/04/24	5013	BUZZ KILL PEST CONT	801 ELMWOOD	27
	400 - WELLNESS CENTER	09/04/24	5013	BUZZ KILL PEST CONT	WC-860 SEQUOIA	87
	552 - WATER	09/04/24	5013	BUZZ KILL PEST CONT	729 W. HONOLULU	30
	553 - SEWER	09/04/24	5013	BUZZ KILL PEST CONT	23611 RD 196	35
	886 - SAMOA	09/04/24	5013	BUZZ KILL PEST CONT	SAMOA TOWN HOMES	45
	887 - SWEETBRIER TOWNHOUSES	09/04/24	5013	BUZZ KILL PEST CONT	HERMOSA TOWN HOMES	55
<b>26602</b>						<b>\$980.00</b>
	552 - WATER	09/04/24	2052	CADENA CONSTRUCTION	REPLACED SIDEWALK	980
<b>26603</b>						<b>\$87.30</b>
	101 - GENERAL FUND	09/04/24	1979	CALIFORNIA BUILDING	APR-JUN 2024 SB1473	97
	101 - GENERAL FUND	09/04/24	1979	CALIFORNIA BUILDING	APR-JUN 2024 SB1473	-9.7
<b>26604</b>						<b>\$495.75</b>
	101 - GENERAL FUND	09/04/24	6351	CANON FINANCIAL SER	CC-#3FW01164 AUG 20	368.98
	400 - WELLNESS CENTER	09/04/24	6351	CANON FINANCIAL SER	WC-#2UL13180 AUG 20	126.77
<b>26605</b>						<b>\$100.00</b>
	400 - WELLNESS CENTER	09/04/24	7272	CASTILLO VICTORIA	REFUND-POOL PARTY D	100
<b>26606</b>						<b>\$15.93</b>
	552 - WATER	09/04/24	7269	CASTRO MAURO	REFUND CLOSED UB AC	15.93
<b>26607</b>						<b>\$100.00</b>
	101 - GENERAL FUND	09/04/24	7271	CAZAREZ LIZANDRA	REFUND ARBOR DEPOSI	100
<b>26608</b>						<b>\$465.70</b>
	101 - GENERAL FUND	09/04/24	076	CENTRAL VALLEY BUSI	BUSINESS CARDS	171.55
	101 - GENERAL FUND	09/04/24	076	CENTRAL VALLEY BUSI	BUSINESS CARDS	294.15
<b>26610</b>						<b>\$763.78</b>
	101 - GENERAL FUND	09/04/24	5832	CINTAS CORPORATION	SIG ZFOLD RFL PAPER	74.95
	101 - GENERAL FUND	09/04/24	5832	CINTAS CORPORATION	GLOVES	18.64
	101 - GENERAL FUND	09/04/24	5832	CINTAS CORPORATION	UNIFORMS,MATS,TP	43.81
	101 - GENERAL FUND	09/04/24	5832	CINTAS CORPORATION	ZFOLD RFL PAPER,MAT	12.24
	101 - GENERAL FUND	09/04/24	5832	CINTAS CORPORATION	GLOVES	18.65

101 - GENERAL FUND	09/04/24	5832	CINTAS CORPORATION	UNIFORMS,MATS,TP	43.81
101 - GENERAL FUND	09/04/24	5832	CINTAS CORPORATION	ZFOLD RFL PAPER, MA	12.25
101 - GENERAL FUND	09/04/24	5832	CINTAS CORPORATION	GLOVES	18.65
101 - GENERAL FUND	09/04/24	5832	CINTAS CORPORATION	UNIFORMS,MATS,TP	43.81
101 - GENERAL FUND	09/04/24	5832	CINTAS CORPORATION	ZFOLD RFL PAPER, MA	12.24
400 - WELLNESS CENTER	09/04/24	5832	CINTAS CORPORATION	SIG DUALTP RFL PAPE	166
552 - WATER	09/04/24	5832	CINTAS CORPORATION	GLOVES	18.64
552 - WATER	09/04/24	5832	CINTAS CORPORATION	UNIFORMS,MATS,TP	43.81
552 - WATER	09/04/24	5832	CINTAS CORPORATION	ZFOLD RFL PAPER, MA	12.24
553 - SEWER	09/04/24	5832	CINTAS CORPORATION	GLOVES	18.64
553 - SEWER	09/04/24	5832	CINTAS CORPORATION	UNIFORMS,MATS,TP	43.8
553 - SEWER	09/04/24	5832	CINTAS CORPORATION	ZFOLD RFL PAPER, MA	12.24
554 - REFUSE	09/04/24	5832	CINTAS CORPORATION	GLOVES	18.64
554 - REFUSE	09/04/24	5832	CINTAS CORPORATION	UNIFORMS,MATS,TP	43.8
554 - REFUSE	09/04/24	5832	CINTAS CORPORATION	ZFOLD RFL PAPER, MA	12.24
556 - VITA-PAKT	09/04/24	5832	CINTAS CORPORATION	GLOVES	18.64
556 - VITA-PAKT	09/04/24	5832	CINTAS CORPORATION	UNIFORMS,MATS,TP	43.8
556 - VITA-PAKT	09/04/24	5832	CINTAS CORPORATION	ZFOLD RFL PAPER, MA	12.24
<b>26611</b>					<b>\$826.15</b>
101 - GENERAL FUND	09/04/24	2989	CNA SURETY	BOND#69414753 FY24/	13.63
101 - GENERAL FUND	09/04/24	2989	CNA SURETY	BOND#69414753 FY24/	12.81
101 - GENERAL FUND	09/04/24	2989	CNA SURETY	BOND#69414753 FY24/	41.56
101 - GENERAL FUND	09/04/24	2989	CNA SURETY	BOND#69414753 FY24/	299.98
101 - GENERAL FUND	09/04/24	2989	CNA SURETY	BOND#69414753 FY24/	47.42
101 - GENERAL FUND	09/04/24	2989	CNA SURETY	BOND#69414753 FY24/	27.59
101 - GENERAL FUND	09/04/24	2989	CNA SURETY	BOND#69414753 FY24/	49.16
261 - GAS TAX FUND	09/04/24	2989	CNA SURETY	BOND#69414753 FY24/	19.74
263 - TRANSPORTATION	09/04/24	2989	CNA SURETY	BOND#69414753 FY24/	16.19
400 - WELLNESS CENTER	09/04/24	2989	CNA SURETY	BOND#69414753 FY24/	113.76
552 - WATER	09/04/24	2989	CNA SURETY	BOND#69414753 FY24/	75.76
553 - SEWER	09/04/24	2989	CNA SURETY	BOND#69414753 FY24/	76.01
554 - REFUSE	09/04/24	2989	CNA SURETY	BOND#69414753 FY24/	29.91
556 - VITA-PAKT	09/04/24	2989	CNA SURETY	BOND#69414753 FY24/	2.63
<b>26612</b>					<b>\$3,111.86</b>
552 - WATER	09/04/24	6761	DENNIS R. KELLER CI	WATER MANAGE&TESTIN	3111.86
<b>26613</b>					<b>\$2,357.82</b>
101 - GENERAL FUND	09/04/24	119	DOUG DELEO WELDING	ELECTRIC TONGUE JAC	1703.49
101 - GENERAL FUND	09/04/24	119	DOUG DELEO WELDING	REPAIR ELECTRIC JAC	654.33
<b>26614</b>					<b>\$800.00</b>
101 - GENERAL FUND	09/04/24	6691	DOWLING INVESTIGATI	AUG BKGRD INVESTIGA	800
<b>26615</b>					<b>\$242.28</b>
101 - GENERAL FUND	09/04/24	2668	ELISEO MENDEZ	REFUND-FIRE CERT PR	242.28
<b>26616</b>					<b>\$7,120.68</b>
101 - GENERAL FUND	09/04/24	5803	EMD NETWORKING SERV	SEPT. MONTHLY SERVI	7120.68
<b>26617</b>					<b>\$1,176.21</b>
101 - GENERAL FUND	09/04/24	3192	SEIU LOCAL 521	DED:COPE COPE DUES	2
101 - GENERAL FUND	09/04/24	3192	SEIU LOCAL 521	DED:COPE COPE SEIU	4
101 - GENERAL FUND	09/04/24	3192	SEIU LOCAL 521	DED:DUES UNION DUES	1170.21
<b>26618</b>					<b>\$2,700.00</b>
779 - 00-HOME-0487	09/04/24	5284	FARMERS	J. AVINA-783 W APIA	2700
<b>26619</b>					<b>\$1,170.35</b>
400 - WELLNESS CENTER	09/04/24	4807	FITGUARD INC.	WC-F/PRECOR ELLIPTI	775.35
400 - WELLNESS CENTER	09/04/24	4807	FITGUARD INC.	WC-INSPECT&CLEAN EQ	395
<b>26620</b>					<b>\$124.21</b>
553 - SEWER	09/04/24	6010	FRONTIER COMMUNICAT	5595626317-8/19-9/1	124.21
<b>26621</b>					<b>\$409.20</b>
101 - GENERAL FUND	09/04/24	1925	FRUIT GROWERS SUPPL	FIRST AID KITS	74.09
101 - GENERAL FUND	09/04/24	1925	FRUIT GROWERS SUPPL	CYL. W/PISTON&GASKE	100.17
552 - WATER	09/04/24	1925	FRUIT GROWERS SUPPL	HOOK & HANDLE LOPPE	234.94
<b>26622</b>					<b>\$195.00</b>
101 - GENERAL FUND	09/04/24	7265	GALVEZ RUFINA	INCIDENT#24C099493	195
<b>26623</b>					<b>\$278.54</b>
101 - GENERAL FUND	09/04/24	1970	GIOTTO'S	ANNUAL FIRE TEST	278.54
<b>26624</b>					<b>\$5,322.37</b>
101 - GENERAL FUND	09/04/24	148	GOMEZ AUTO & SMOG	#1405963-CHECK ENGI	97
101 - GENERAL FUND	09/04/24	148	GOMEZ AUTO & SMOG	#1157650-RPR FUEL L	211
101 - GENERAL FUND	09/04/24	148	GOMEZ AUTO & SMOG	#1400807-REPL SENSO	313.25
101 - GENERAL FUND	09/04/24	148	GOMEZ AUTO & SMOG	CV42K21-INST. TOOLB	91.28
101 - GENERAL FUND	09/04/24	148	GOMEZ AUTO & SMOG	#1361763-LUBE,OIL,F	37
101 - GENERAL FUND	09/04/24	148	GOMEZ AUTO & SMOG	#1400807-REPL SENSO	313.26
101 - GENERAL FUND	09/04/24	148	GOMEZ AUTO & SMOG	#1456094-INST TOOLB	182.56
101 - GENERAL FUND	09/04/24	148	GOMEZ AUTO & SMOG	CHIPER-CLEAN OUT,BE	2073.67
101 - GENERAL FUND	09/04/24	148	GOMEZ AUTO & SMOG	CV42K21-INST. TOOLB	91.28
101 - GENERAL FUND	09/04/24	148	GOMEZ AUTO & SMOG	TRACTOR-ALTERNATOR	810.89
101 - GENERAL FUND	09/04/24	148	GOMEZ AUTO & SMOG	TRACTOR-FUEL SYSTEM	239.5
101 - GENERAL FUND	09/04/24	148	GOMEZ AUTO & SMOG	TRACTOR-FULL SERVIC	287
552 - WATER	09/04/24	148	GOMEZ AUTO & SMOG	#1456093-LUBE,OIL,F	18.5
552 - WATER	09/04/24	148	GOMEZ AUTO & SMOG	#1456094-REPL THERM	268.84
553 - SEWER	09/04/24	148	GOMEZ AUTO & SMOG	#1456093-LUBE,OIL,F	18.5
553 - SEWER	09/04/24	148	GOMEZ AUTO & SMOG	#1456094-REPL THERM	268.84



<b>26625</b>						<b>\$1,264.03</b>
	101 - GENERAL FUND	09/04/24	151	GRAINGER INC	LIBRARY-CEILING TIL	263.7
	101 - GENERAL FUND	09/04/24	151	GRAINGER INC	TOILET SEAT COVER D	103.47
	101 - GENERAL FUND	09/04/24	151	GRAINGER INC	TOOL BACKPACK,BALLI	84.83
	101 - GENERAL FUND	09/04/24	151	GRAINGER INC	VOLTAGE DETECTOR	9.8
	101 - GENERAL FUND	09/04/24	151	GRAINGER INC	#5956-TRUCK BOX CHE	802.23
<b>26626</b>						<b>\$109.25</b>
	552 - WATER	09/04/24	7268	GUTIERREZ MARIA ROM	REFUND CLOSED UB AC	109.25
<b>26627</b>						<b>\$100.00</b>
	400 - WELLNESS CENTER	09/04/24	7266	HERNANDEZ ANEL	REFUND RENTAL DEPOS	100
<b>26628</b>						<b>\$154.91</b>
	101 - GENERAL FUND	09/04/24	1391	HOME DEPOT	PAINT,BLINDS,BRUSH	154.91
<b>26629</b>						<b>\$100.00</b>
	400 - WELLNESS CENTER	09/04/24	7267	HUSSAIN MUHAMMAD AL	REFUND RENTAL DEPOS	100
<b>26630</b>						<b>\$925.00</b>
	101 - GENERAL FUND	09/04/24	6346	JEFF PFEIFFER	JULY-HARVARD PARK	500
	101 - GENERAL FUND	09/04/24	6346	JEFF PFEIFFER	JULY-SQUIRREL ERADI	425
<b>26631</b>						<b>\$549.19</b>
	101 - GENERAL FUND	09/04/24	197	JORGENSEN COMPANY I	AX CYL 3.75GL AGNT	549.19
<b>26632</b>						<b>\$73,034.07</b>
	101 - GENERAL FUND	09/04/24	6100	KEENAN & ASSOCIATES	SEPT. PPO 250 RETIR	2063.62
	101 - GENERAL FUND	09/04/24	6100	KEENAN & ASSOCIATES	SEPT. PPO 250-COBRA	2115.2
	101 - GENERAL FUND	09/04/24	6100	KEENAN & ASSOCIATES	SEPT. PPO 250 ACTIV	57523.4
	101 - GENERAL FUND	09/04/24	6100	KEENAN & ASSOCIATES	SEPT. PPO 500 ACTIV	11331.85
<b>26633</b>						<b>\$162.00</b>
	101 - GENERAL FUND	09/04/24	3600	KEVIN RILEY	MEAL STIPEND-SLI TR	162
<b>26634</b>						<b>\$15,027.60</b>
	552 - WATER	09/04/24	7127	L.A.B BACKHOE SERVI	AVE 242&RD 196 REPA	15027.6
<b>26635</b>						<b>\$7,183.81</b>
	400 - WELLNESS CENTER	09/04/24	5788	LINCOLN AQUATICS	CHEM BOTTLE DEPOSIT	-470
	400 - WELLNESS CENTER	09/04/24	5788	LINCOLN AQUATICS	LIQUID CHLOR,PESTIC	2629.26
	400 - WELLNESS CENTER	09/04/24	5788	LINCOLN AQUATICS	MURIATIC ACID,BTL D	2251.4
	400 - WELLNESS CENTER	09/04/24	5788	LINCOLN AQUATICS	MURIATIC ACID,PESTI	987.74
	400 - WELLNESS CENTER	09/04/24	5788	LINCOLN AQUATICS	SANI-CHLOR,CHEM DEP	1785.41
<b>26636</b>						<b>\$1,034.92</b>
	101 - GENERAL FUND	09/04/24	4067	LINCOLN NAT'L INSUR	BL875164-AUG LIFE P	1034.92
<b>26639</b>						<b>\$1,462.49</b>
	101 - GENERAL FUND	09/04/24	1422	LINDSAY TRUE VALUE	JULY 2024 PUBLIC SA	43.48
	101 - GENERAL FUND	09/04/24	1422	LINDSAY TRUE VALUE	JULY 2024 PUBLIC SA	19.55
	101 - GENERAL FUND	09/04/24	1422	LINDSAY TRUE VALUE	JULY 2024 PUBLIC SA	152.66
	101 - GENERAL FUND	09/04/24	1422	LINDSAY TRUE VALUE	JULY 2024 BUILDING	162.71
	101 - GENERAL FUND	09/04/24	1422	LINDSAY TRUE VALUE	JULY 2024 CITY SERV	47.29
	101 - GENERAL FUND	09/04/24	1422	LINDSAY TRUE VALUE	JULY 2024 STREETS	91.77
	101 - GENERAL FUND	09/04/24	1422	LINDSAY TRUE VALUE	JULY 2024 LANDSCAPE	262.49
	101 - GENERAL FUND	09/04/24	1422	LINDSAY TRUE VALUE	JULY 2024 PARKS	91.12
	400 - WELLNESS CENTER	09/04/24	1422	LINDSAY TRUE VALUE	JULY 2024 WELLNESS	9.78
	400 - WELLNESS CENTER	09/04/24	1422	LINDSAY TRUE VALUE	JULY 2024 WELLNESS	43.46
	552 - WATER	09/04/24	1422	LINDSAY TRUE VALUE	JULY 2024 WATER	468.08
	553 - SEWER	09/04/24	1422	LINDSAY TRUE VALUE	JULY 2024 WWTP	70.1
<b>26640</b>						<b>\$2,150.00</b>
	400 - WELLNESS CENTER	09/04/24	6260	LLEON SERVICES	WC-EMERGENCY CLEAN	250
	400 - WELLNESS CENTER	09/04/24	6260	LLEON SERVICES	WC-POOL BROOM	50
	400 - WELLNESS CENTER	09/04/24	6260	LLEON SERVICES	WC-POOL CHEM. BALAN	1800
	400 - WELLNESS CENTER	09/04/24	6260	LLEON SERVICES	WC-PRO GRADE SKIMME	50
<b>26641</b>						<b>\$4,649.54</b>
	101 - GENERAL FUND	09/04/24	6550	MARIO SAGREDO ELECT	LIBRARY CEILING TIL	584.38
	101 - GENERAL FUND	09/04/24	6550	MARIO SAGREDO ELECT	CITY PARK-OUTLET WI	475
	101 - GENERAL FUND	09/04/24	6550	MARIO SAGREDO ELECT	SWEETBRIER RESTROOM	638.07
	261 - GAS TAX FUND	09/04/24	6550	MARIO SAGREDO ELECT	DOWNTOWN BOLLARDS	689.91
	261 - GAS TAX FUND	09/04/24	6550	MARIO SAGREDO ELECT	DOWNTOWN LIGHTS TIM	1261.46
	261 - GAS TAX FUND	09/04/24	6550	MARIO SAGREDO ELECT	DOWNTOWN LIGHTS	721.94
	553 - SEWER	09/04/24	6550	MARIO SAGREDO ELECT	EL RANCHO LIFT STAT	278.78
<b>26642</b>						<b>\$690.00</b>
	101 - GENERAL FUND	09/04/24	7091	MARQUEZ HEATING & C	LIBRARY-HVAC LEAKIN	690
<b>26643</b>						<b>\$500.00</b>
	101 - GENERAL FUND	09/04/24	5964	MARY VALENTI, PH.D.	R MOORE PSYCH. SCRE	500
<b>26644</b>						<b>\$73.82</b>
	101 - GENERAL FUND	09/04/24	6246	MCDERMONT VENTURE I	DED:051 MCDERMONT	73.82
<b>26645</b>						<b>\$217.29</b>
	101 - GENERAL FUND	09/04/24	7242	ODP BUSINESS SOLUTI	COPY PAPER,BINDER C	144.67
	101 - GENERAL FUND	09/04/24	7242	ODP BUSINESS SOLUTI	STAPLER REMOVER	6.19
	101 - GENERAL FUND	09/04/24	7242	ODP BUSINESS SOLUTI	MOUNTING TAPE	10.76
	101 - GENERAL FUND	09/04/24	7242	ODP BUSINESS SOLUTI	WALL POCKET	55.67
<b>26646</b>						<b>\$1,895.64</b>
	552 - WATER	09/04/24	7260	ORAL E. MICHAM	METER FEE	-102.55
	552 - WATER	09/04/24	7260	ORAL E. MICHAM	WATER METER DEPOSIT	2000
	552 - WATER	09/04/24	7260	ORAL E. MICHAM	WATER USAGE	-1.81
<b>26647</b>						<b>\$5,574.72</b>
	552 - WATER	09/04/24	6673	PACE SUPPLY CORP	EXTD. RANGE COUPLIN	864.91
	552 - WATER	09/04/24	6673	PACE SUPPLY CORP	HYDRANT WRENCH REED	174.71

	552 - WATER	09/04/24	6673	PACE SUPPLY CORP	MECH. JOINT,COUPLIN	1271.06
	552 - WATER	09/04/24	6673	PACE SUPPLY CORP	PVC PIPES,COUPLINGS	1976.61
	552 - WATER	09/04/24	6673	PACE SUPPLY CORP	VALVE,CLAMP,GASKET	1287.43
<b>26648</b>						<b>\$297.00</b>
	101 - GENERAL FUND	09/04/24	3260	PACIFIC EMPLOYERS	HR QTRLY MBRSH P DUE	297
<b>26649</b>						<b>\$2,001.75</b>
	552 - WATER	09/04/24	6498	PACWEST DIRECT	8/9/24 DEL. UB PRIN	256.31
	552 - WATER	09/04/24	6498	PACWEST DIRECT	8/9/24 UB PRINTING	744.57
	553 - SEWER	09/04/24	6498	PACWEST DIRECT	8/9/24 DEL. UB PRIN	256.31
	553 - SEWER	09/04/24	6498	PACWEST DIRECT	8/9/24 UB PRINTING	744.56
<b>26650</b>						<b>\$283.80</b>
	101 - GENERAL FUND	09/04/24	276	PORTERVILLE RECORDE	CUP#24-02	119.85
	101 - GENERAL FUND	09/04/24	276	PORTERVILLE RECORDE	HIDDEN OAKS-#2024-0	163.95
<b>26651</b>						<b>\$2,556.58</b>
	101 - GENERAL FUND	09/04/24	6991	PREMIER ACCESS INSU	SEPT 2024 COBRA DEN	64.78
	101 - GENERAL FUND	09/04/24	6991	PREMIER ACCESS INSU	SEPT 2024 DENTAL PL	2491.8
<b>26652</b>						<b>\$362.12</b>
	101 - GENERAL FUND	09/04/24	4995	PROTEUS INC.	REFUND CANCELLED PR	335.3
	101 - GENERAL FUND	09/04/24	4995	PROTEUS INC.	REFUND CANCELLED PR	26.82
<b>26653</b>						<b>\$9,096.68</b>
	553 - SEWER	09/04/24	4618	PROVOST & PRITCHARD	GWM&R EAST PONDS	3643
	556 - VITA-PAKT	09/04/24	4618	PROVOST & PRITCHARD	VITA-PAKT CONSULT S	5453.68
<b>26656</b>						<b>\$86,110.52</b>
	101 - GENERAL FUND	09/04/24	399	QUAD KNOPF,INC.	CEQA HIDDEN OAKS TS	808.7
	101 - GENERAL FUND	09/04/24	399	QUAD KNOPF,INC.	GEN C.S.&ADMIN ASSIS	2572.5
	101 - GENERAL FUND	09/04/24	399	QUAD KNOPF,INC.	GEN C.S.&ADMIN ASSI	96.6
	101 - GENERAL FUND	09/04/24	399	QUAD KNOPF,INC.	GEN PLANNING SVCS	9718.2
	101 - GENERAL FUND	09/04/24	399	QUAD KNOPF,INC.	LOT LINE ADJUSTMENT	327.5
	101 - GENERAL FUND	09/04/24	399	QUAD KNOPF,INC.	TPM-928 FRESNO ST	355
	101 - GENERAL FUND	09/04/24	399	QUAD KNOPF,INC.	TRAVEL CENTER CUP&T	170.4
	101 - GENERAL FUND	09/04/24	399	QUAD KNOPF,INC.	928 FRESNO ST TPM/F	1086.7
	101 - GENERAL FUND	09/04/24	399	QUAD KNOPF,INC.	CLONE ESTATES-SITE	168.3
	101 - GENERAL FUND	09/04/24	399	QUAD KNOPF,INC.	FINAL DIVISION MAP	92.4
	101 - GENERAL FUND	09/04/24	399	QUAD KNOPF,INC.	FINAL SUBDIVISION M	4617.9
	101 - GENERAL FUND	09/04/24	399	QUAD KNOPF,INC.	GEN C.S.&ADMIN ASSIS	2920
	101 - GENERAL FUND	09/04/24	399	QUAD KNOPF,INC.	GEN C.S.&ADMIN ASSI	11755.39
	101 - GENERAL FUND	09/04/24	399	QUAD KNOPF,INC.	GEN C.S.&ADMIN/STRE	210
	101 - GENERAL FUND	09/04/24	399	QUAD KNOPF,INC.	HERMOSA SUBDIVISION	166.8
	101 - GENERAL FUND	09/04/24	399	QUAD KNOPF,INC.	LANDSCAPE PLAN	818.9
	101 - GENERAL FUND	09/04/24	399	QUAD KNOPF,INC.	LINDSAY HIGH-ROW	2211.9
	101 - GENERAL FUND	09/04/24	399	QUAD KNOPF,INC.	O'HARA SUBDIVISION	1753.6
	101 - GENERAL FUND	09/04/24	399	QUAD KNOPF,INC.	RIGHT OF WAY GRANT	13.9
	101 - GENERAL FUND	09/04/24	399	QUAD KNOPF,INC.	SIERRA MINI STORAGE	3405.1
	101 - GENERAL FUND	09/04/24	399	QUAD KNOPF,INC.	TRAVEL CENTER/GAS S	3081.5
	101 - GENERAL FUND	09/04/24	399	QUAD KNOPF,INC.	GEN C.S.&ADMIN ASSIS	472.5
	101 - GENERAL FUND	09/04/24	399	QUAD KNOPF,INC.	2024 GEN ENGINEERIN	1251.7
	101 - GENERAL FUND	09/04/24	399	QUAD KNOPF,INC.	GEN C.S.&ADMIN ASSIS	262.5
	552 - WATER	09/04/24	399	QUAD KNOPF,INC.	2024 GEN ENGINEERIN	1251.7
	552 - WATER	09/04/24	399	QUAD KNOPF,INC.	GEN C.S.&ADMIN ASSIS	1795.5
	552 - WATER	09/04/24	399	QUAD KNOPF,INC.	GEN C.S.&ADMIN ASSI	646.85
	552 - WATER	09/04/24	399	QUAD KNOPF,INC.	GEN C.S.&ADMIN/WATE	7665
	553 - SEWER	09/04/24	399	QUAD KNOPF,INC.	GEN C.S.&ADMIN ASSIS	262.5
	553 - SEWER	09/04/24	399	QUAD KNOPF,INC.	GEN C.S.&ADMIN ASSI	323.42
	553 - SEWER	09/04/24	399	QUAD KNOPF,INC.	GEN C.S.&ADMIN/SEWE	1008
	553 - SEWER	09/04/24	399	QUAD KNOPF,INC.	WWTF REPORT OF WAST	2800
	554 - REFUSE	09/04/24	399	QUAD KNOPF,INC.	GEN C.S.&ADMIN ASSIS	1102.5
	556 - VITA-PAKT	09/04/24	399	QUAD KNOPF,INC.	GEN C.S.&ADMIN ASSIS	262.5
	556 - VITA-PAKT	09/04/24	399	QUAD KNOPF,INC.	VITA-PAKT ZC	198.8
	556 - VITA-PAKT	09/04/24	399	QUAD KNOPF,INC.	VITA-PAKT	210
	600 - CAPITAL IMPROVEMENT	09/04/24	399	QUAD KNOPF,INC.	GEN C.S.&ADMIN ASSIS	1050
	600 - CAPITAL IMPROVEMENT	09/04/24	399	QUAD KNOPF,INC.	ROUNABOUT LANDSCAP	2027.54
	600 - CAPITAL IMPROVEMENT	09/04/24	399	QUAD KNOPF,INC.	TULARE-FOOTHILL REH	979
	600 - CAPITAL IMPROVEMENT	09/04/24	399	QUAD KNOPF,INC.	GEN C.S.&ADMIN ASSIS	315
	600 - CAPITAL IMPROVEMENT	09/04/24	399	QUAD KNOPF,INC.	GEN C.S.&ADMIN/OLIV	1056.52
	600 - CAPITAL IMPROVEMENT	09/04/24	399	QUAD KNOPF,INC.	GEN CS&ADMIN/OLIVE	9394.4
	883 - SIERRA VIEW ASSESSMENT	09/04/24	399	QUAD KNOPF,INC.	GEN C.S.&ADMIN/LLAD	1102.5
	884 - HERITAGE ASSESSMENT DIST	09/04/24	399	QUAD KNOPF,INC.	GEN C.S.&ADMIN/LLAD	157.5
	886 - SAMOA	09/04/24	399	QUAD KNOPF,INC.	GEN C.S.&ADMIN/LLAD	262.5
	887 - SWEETBRIER TOWNHOUSES	09/04/24	399	QUAD KNOPF,INC.	GEN C.S.&ADMIN/LLAD	535.5
	888 - PARKSIDE	09/04/24	399	QUAD KNOPF,INC.	GEN C.S.&ADMIN/LLAD	1102.5
	889 - SIERRA VISTA ASSESSMENT	09/04/24	399	QUAD KNOPF,INC.	GEN C.S.&ADMIN/LLAD	434.7
	890 - MAPLE VALLEY ASSESSMENT	09/04/24	399	QUAD KNOPF,INC.	GEN C.S.&ADMIN/LLAD	262.5
	891 - PELOUS RANCH	09/04/24	399	QUAD KNOPF,INC.	GEN C.S.&ADMIN/LLAD	1565.6
<b>26657</b>						<b>\$1,273.34</b>
	101 - GENERAL FUND	09/04/24	285	QUILL CORPORATION	BINDERS,HIGHLIGHTER	23.14
	101 - GENERAL FUND	09/04/24	285	QUILL CORPORATION	SUPERTUFF WALLETS	175.08
	101 - GENERAL FUND	09/04/24	285	QUILL CORPORATION	CHAIR	138.57
	101 - GENERAL FUND	09/04/24	285	QUILL CORPORATION	EXTENSION CORD	15.45
	101 - GENERAL FUND	09/04/24	285	QUILL CORPORATION	KEY TAGS	6.87
	101 - GENERAL FUND	09/04/24	285	QUILL CORPORATION	LIGHTNING CABLE	22.83



	101 - GENERAL FUND	09/05/24	5511	ROSAENA SANCHEZ	SEPT. COUNCIL STIPE	250
<b>26681</b>						<b>\$275.00</b>
	101 - GENERAL FUND	09/05/24	4068	YOLANDA FLORES	SEPT. COUNCIL STIPE	275
<b>26682</b>						<b>\$601.70</b>
	101 - GENERAL FUND	09/13/24	4660	CITY OF LINDSAY	DED:052 WELLNESS	51.7
	101 - GENERAL FUND	09/13/24	4660	CITY OF LINDSAY	DED:CDBG CDBG PMT	350
	101 - GENERAL FUND	09/13/24	4660	CITY OF LINDSAY	DED:L203 CDBG LOAN	200
<b>26683</b>						<b>\$423.37</b>
	101 - GENERAL FUND	09/13/24	3192	SEIU LOCAL 521	DED:COPE COPE SEIU	2
	101 - GENERAL FUND	09/13/24	3192	SEIU LOCAL 521	DED:DUES UNION DUES	421.37
<b>26684</b>						<b>\$6,209.83</b>
	101 - GENERAL FUND	09/13/24	6452	GREAT-WEST TRUST	DED:0500 DEF COMP	2059.49
	101 - GENERAL FUND	09/13/24	6452	GREAT-WEST TRUST	DED:0555 DC LOANPAY	1115.45
	101 - GENERAL FUND	09/13/24	6452	GREAT-WEST TRUST	DED:151 DEFERCOMP	2589.85
	101 - GENERAL FUND	09/13/24	6452	GREAT-WEST TRUST	DED:ROTH ROTH	445.04
<b>26685</b>						<b>\$23.10</b>
	101 - GENERAL FUND	09/13/24	2325	LINDSAY PUBLIC SAFE	DED:LPOA LPOA DUES	23.1
<b>26686</b>						<b>\$73.82</b>
	101 - GENERAL FUND	09/13/24	6246	MCDERMONT VENTURE I	DED:051 MCDERMONT	73.82
<b>26687</b>						<b>\$62.76</b>
	101 - GENERAL FUND	09/13/24	3042	STATE DISBURSEMENT	DED:0512 CHILD SUPT	62.76
<b>26688</b>						<b>\$489.65</b>
	101 - GENERAL FUND	09/13/24	1498	STATE OF CALIF FRAN	DED:0511 FTB - DEBT	489.65
<b>AFLAC905</b>						<b>\$1,403.36</b>
	101 - GENERAL FUND	09/05/24	3977	AFLAC	AFLAC AUG 2024	701.68
	101 - GENERAL FUND	09/05/24	3977	AFLAC	AFLAC JULY 2024	701.68
<b>BOR90924</b>						<b>\$10,850.64</b>
	552 - WATER	09/09/24	2960	UNITED STATES BUREA	JUNE 2024 WATER USE	10850.64
<b>EDD90624</b>						<b>\$3,941.23</b>
	101 - GENERAL FUND	09/10/24	687	STATE OF CALIFORNIA	EDD PR PD 9/06/24	3941.23
<b>FY25GASB</b>						<b>\$1,750.00</b>
	101 - GENERAL FUND	09/10/24	457	PUBLIC EMPLOYEES RE	GASB 68 REPORT FY25	1750
<b>IRS90624</b>						<b>\$30,008.27</b>
	101 - GENERAL FUND	09/10/24	2011	INTERNAL REVENUE SE	941 PR PD 09/06/24	10246.91
	101 - GENERAL FUND	09/10/24	2011	INTERNAL REVENUE SE	941 PR PD 09/06/24	19761.36
<b>NAVIA905</b>						<b>\$129.32</b>
	101 - GENERAL FUND	09/06/24	4924	NAVIA BENEFIT SOLUT	FSA 9/6/24	129.32
<b>SRV8244</b>						<b>\$31,660.07</b>
	101 - GENERAL FUND	09/11/24	457	PUBLIC EMPLOYEES RE	25354 CTPD 8/04-8/1	914.09
	101 - GENERAL FUND	09/11/24	457	PUBLIC EMPLOYEES RE	25354 MBPD 8/04-8/1	913.41
	101 - GENERAL FUND	09/11/24	457	PUBLIC EMPLOYEES RE	25355 CTPD 8/04-8/1	3039.59
	101 - GENERAL FUND	09/11/24	457	PUBLIC EMPLOYEES RE	25355 MBPD 8/04-8/1	3037.39
	101 - GENERAL FUND	09/11/24	457	PUBLIC EMPLOYEES RE	26330 CTPD 8/04-8/1	2875.94
	101 - GENERAL FUND	09/11/24	457	PUBLIC EMPLOYEES RE	26330 MBPD 8/04-8/1	2832.06
	101 - GENERAL FUND	09/11/24	457	PUBLIC EMPLOYEES RE	433 CTPD 8/04-8/17	6623.25
	101 - GENERAL FUND	09/11/24	457	PUBLIC EMPLOYEES RE	433 MBPD 8/04-8/17	3243.51
	101 - GENERAL FUND	09/11/24	457	PUBLIC EMPLOYEES RE	434 CTPD 8/04-8/17	5996.04
	101 - GENERAL FUND	09/11/24	457	PUBLIC EMPLOYEES RE	434 MBPD 8/04-8/17	2184.79

<b>SUMMARY BY FUNDING SOURCE</b>		<b>\$408,850.54</b>
101 - GENERAL FUND		250,381.86
261 - GAS TAX FUND		3,337.01
263 - TRANSPORTATION		2,530.35
400 - WELLNESS CENTER		23,745.95
552 - WATER		78,542.31
553 - SEWER		17,872.07
554 - REFUSE		1,849.94
556 - VITA-PAKT		6,202.29
600 - CAPITAL IMPROVEMENT		14,822.46
700 - CDBG REVOLVING LN FUND		-
720 - HOME REVOLVING LN FUND		-
779 - 00-HOME-0487		4,043.00
781 - CAL HOME RLF		-
883 - SIERRA VIEW ASSESSMENT		1,102.50
884 - HERITAGE ASSESSMENT DIST		157.50
886 - SAMOA		307.50
887 - SWEETBRIER TOWNHOUSES		590.50
888 - PARKSIDE		1,102.50
889 - SIERRA VISTA ASSESSMENT		434.70
890 - MAPLE VALLEY ASSESSMENT		262.50
891 - PELOUS RANCH		1,565.60
<b>TOTAL</b>		<b>\$408,850.54</b>



## STAFF REPORT

TO: Lindsay City Council

MEETING DATE: September 24, 2024

Item #: 12.1  
Action Items

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**DEPARTMENT:** City Manager

**FROM:** Daymon Qualls, City Manager and Derek Winning with TCAG

**AGENDA TITLE:** TCAG Presentation - Letter of Support for the Cross Valley Express

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### ACTION & RECOMMENDATION

Receive a presentation from the Tulare County Association of Governments (TCAG) on the Cross Valley Express; and direct the City Manager to submit a letter of support for the Kings-Tulare County Cross Valley Corridor Phased Service and Operations Plan, referred to as the "Cross Valley Express."

### BACKGROUND | ANALYSIS

The Tulare County Association of Governments (TCAG) and its regional partners and stakeholders have developed the Cross Valley Corridor Phase I Operations Plan for an express bus service from Lindsay to NAS Lemoore, that if implemented, would provide a high-frequency, high-quality, express interurban/regional transit service within Kings and Tulare counties in California's San Joaquin Valley. The Cross Valley Express will establish the ridership base for an eventual Huron to Porterville rail service. The Cross Valley Express is designed to deliver an initial bus service with fast schedules, frequent departures and quality vehicles and stations to build momentum and support for an eventual rail service.

The Cross Valley Express addresses current transit service gaps to key employment and housing locations throughout Kings and Tulare counties. By 2030, forecasts estimate that the combined population of Kings and Tulare Counties will exceed 600,000 people. Within the stop catchments of the Cross Valley Express corridor (from Lindsay to NAS Lemoore), more than 135,000 total trips are currently made each day, and this could increase almost 10 percent by 2030. Today, only 0.5 percent of these trips are made on transit, and a fully built out Cross Valley Express service spanning from Lindsay to Naval Air Station Lemoore could increase transit mode share close to 6 percent by capturing up to 6,500 daily bus trips. At the midpoint of the proposed corridor – and a key stop on the pilot bus route – is the Kings-Tulare California High-Speed Rail station, linking the Kings-Tulare area initially to Bakersfield in the south and Merced in the north and eventually extending from the Bay Area to Los Angeles – the Cross Valley Express provides an important and vital connection to feed and support ridership of the HSR service.

TCAG has requested letters of support as they are preparing grant applications to CalSTA's TIRCP (Transit and Intercity Rail Capital Program) and USDOT's SMART (Strengthening Mobility and Revolutionizing Transportation) to fund implementation of Cross Valley Express (CVX) bus service between communities in Tulare County and the Hanford Amtrak station, with the western terminus changing to the Kings-Tulare HSR station after the latter is completed.

### FISCAL IMPACT

Other than minimal staff time, there is no fiscal impact associated with this item.

### ATTACHMENTS

1. None

Reviewed/Approved:



# STAFF REPORT

TO: Lindsay City Council  
MEETING DATE: September 24, 2024

Item #: 12.2  
Action Items

**DEPARTMENT:** City Services  
**FROM:** Mauricio Mendoza, Engineer Technician  
**AGENDA TITLE:** Construction Management Services Contract for the Olive Bowl and Kaku Renovation Project

## ACTION & RECOMMENDATION

Award and authorize the Mayor to sign a contract with 4CREEKS of Visalia, Ca in the amount of \$579,170.70 for Construction Management Services for the Olive Bowl and Kaku Renovation Project.

## BACKGROUND | ANALYSIS

The City of Lindsay has prioritized the Olive Bowl and Kaku Renovation Project to address the need for upgrades and improvements to these parks. Initially identified as a priority in 2019, this project is intended to enhance recreational facilities to meet the demands of the City’s growing population and increase interest in baseball and softball. With over 500 new housing units constructed near the project site, expanding and renovating these parks has become essential.

The project will be funded through a combination of sources, including \$3.67 million from the California State Parks-Prop 68 Grant, \$4.65 million from the Clean California Grant, and \$1.76 million from the American Rescue Plan Act (ARPA), for a total funding amount of \$10,083,172. The scope includes, but is not limited to:

- Renovation of one baseball field and two softball fields.
- Installation of new playground equipment.
- Construction of walking paths and restroom/concession/storage buildings.
- Irrigation, landscaping, and tree planting.

To ensure the successful completion of the project, the City issued a Request for Qualifications (RFQ) for Construction Management Services on September 3, 2024, with a submission deadline of September 16, 2024. These services will oversee contract compliance, monitor the project schedule, handle change orders, ensure proper construction practices, and finalize project closeout.

The City received three submittals from QK Inc., SJ Construction Management, and 4CREEKS. Each submission was evaluated by the City’s Internal Selection Committee using a 10-point grading system, with scores weighted based on criteria such as project understanding, relevant experience, and references. The results are summarized in the table below:

Group/Company Name	Score 1	Score 2	Score 3	Average Score
QK Inc	9.8	9.5	9.2	9.5
SJ Construction Management	9.3	9.6	8.6	9.1
4CREEKS	9.5	10	9.8	9.8

Based on the scoring, staff recommends selecting 4CREEKS for Construction Management Services. With Council approval, staff will negotiate and finalize an agreement with 4CREEKS, allowing the project to proceed into the construction phase.

- 4CREEKS' Proposal includes:

<u>Task Description</u>	<u>Fee</u>
➤ Construction Management	\$ 182,124.10
➤ Public Works Inspection Cost	\$ 320,084.40
➤ Landscape Inspection	\$ 10,560.00
➤ Playground Inspection	\$ 2,850.00
➤ Labor Compliance Services	\$ 31,343.84
➤ QSP Services	<u>\$ 32,208.36</u>
Total	\$ 579,170.70

All tasks are assumed to be completed on a Time and Materials basis, meaning the company will charge for actual time/material spent.

### FISCAL IMPACT

This project will be paid for from the following funding sources:

<u>Fund No.</u>	<u>Fund Description</u>	<u>Budget</u>	<u>Budget FY</u>
600	State Parks – Prop 68 Grant	\$3,670,437	2020-2021
600	Clean California Grant	\$4,650,920	2020-2021
600	American Rescue Plan Act	<u>\$1,761,815</u>	2020-2021
	Total	\$10,083,172	

### Breakdown

Construction Contract:	\$7,768,867.55
<b>Construction Management:</b>	<b>\$579,170.70 (Pending Council approval)</b>
Contingencies:	<u>\$1,735,133.75</u> (17.2% of Contract)
<b>Total:</b>	<b>\$10,083,172.00</b>

### ATTACHMENTS

1. 4CREEKS Fee Schedule
2. Contract for Construction Management Services for the Olive Bowl and Kaku Renovation Project

Reviewed/Approved: 



# CM/RE & Inspection Services for Lindsay Olive Bowl & Kaku Renovation Project Fee Estimate

Fee Breakdown  
I. Williams & M. Ahney

This Fee Estimate assumes the project duration will be 270 calendar days. We assume work will start around the end of September 2024 and conclude around the end of June 2025. All work below will be completed on a Time and Materials basis.

Project/Technician I	St. Construction Manager/RE	Construction Manager	Construction Inspector Prevaling Wage	Construction Inspector Prevaling Wage Overtime	Environmental Project Manager (OSP)	Subconsultant	Reimbursable Expenses Fee Varies	TOTAL
\$80.45	\$106.96	\$146.28	\$233.25	\$323.16	\$141.84	1.00		
<b>Task 1 - Construction Management</b>								
Pre-Construction Tasks: Quality Control review of Docs, Pre-con Meeting, Schedule Review, Coordination with owners along the project, value engineering, etc.								
Utility Coordination	80	26						\$14,956.80
General Coord. Meeting & Project Coordination	200	56						\$7,446.20
Meeting Scheduling, RFI, & Change Order Log	70	49						\$2,581.80
Schedule, Submittal and RFI Review	80	85						\$26,691.00
Weekly meetings	60	45						\$27,580.60
Site Meetings with CM, Inspector & Contractor	40							\$17,890.20
Process all Contractor invoices and change orders	20	66						\$7,473.40
Track Materials Testing and Special Inspections	30	20						\$16,242.00
Post-Construction Tasks: Project Punchlist & Closeout Items								\$6,704.80
Permitting	30							\$5,608.80
Admin Management Time								\$10,458.50
Reimbursable Material & Misc Costs	130						\$500.00	\$500.00
								\$182,124.10

## Task 2: Public Works Inspection Cost (Assumed 195 working days per the construction contract)

Preconstruction Meeting and Project Startup Tasks			40					\$9,330.00
Daily Inspections. This task assumes that our Construction Inspector will be working 8 hours per day for 195 working days. We also assumed about 80 hours of overtime.			1170	80				\$298,756.90
Project Closeout and Handoff to CM			30					\$6,997.50
Reimbursable Material & Misc Costs							\$5,000.00	\$5,000.00
								\$320,084.40

## Task 3 - Landscape Inspection, Wood Architecture

Landscape value engineering & Landscape inspection							\$10,560.00	\$10,560.00
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## Task 4 - Playground Inspection, BSite

Playground inspection							\$2,850.00	\$2,850.00
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## Task 5 - Labor Compliance Services, Silivera Consulting (DBE)

Labor Compliance Services by Silivera Consulting. Assume 9 months of labor compliance and 1 month of project closeout for a total of 10 months							\$31,343.84	\$31,343.84
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## Task 6 - OSP Services

Weekly site compliance inspections					180			\$26,531.20
Contractor Training					8			\$1,134.72
Change of Information					10.5			\$1,489.32
Annual Report					7.5			\$1,063.80
Notice of Termination					10.5			\$1,489.32
Reimbursable Material & Misc Costs							\$1,500.00	\$1,500.00
								\$32,208.36

**TOTAL:**

130	630	360	1240	80	216.5	\$44,754	\$7,000.00	\$579,170.70
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**AGREEMENT FOR PROFESSIONAL SERVICES**  
(NOT INCLUDING ARCHITECTURE OR ENGINEERING)

**THIS AGREEMENT FOR PROFESSIONAL SERVICES** (hereinafter referred to as "Agreement") is made by and between the **City of Lindsay**, a charter city and municipal corporation of the State of California (herein "CITY") and 4CREEKS Inc., (herein "CONSULTANT") wherein Consultant agrees to provide the City and City agrees to accept the services specified herein in connection with the Project.

This Agreement, entered into this \_\_\_\_\_, 2024, by and between the **City of Lindsay** and \_\_\_\_\_.

A. WHEREAS, the CITY is authorized and empowered to employ consultants and specialists in the performance of its duties and functions; and

B. WHEREAS, the CONSULTANT represents it is qualified and willing to provide such services pursuant to terms and conditions of this Agreement:

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

**1. CONTRACT ADMINISTRATOR.** City's Contract Administrator will administer this Agreement on behalf of City Consultant's Contract Administrator is the authorized representative for Consultant. Changes in designated representatives shall be made only after advance written notices to the other party.

**2. NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first-class mail, postage prepaid, or otherwise delivered to the addresses shown on the cover page or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, facsimile or email, shall be deemed to be received five (5) days following their deposit in the U.S. mail or upon receipt if sent by facsimile.

**3. EXHIBITS.** Attached to this Agreement are the following Exhibits, which are incorporated herein by this reference. Consultant shall initial each Exhibit.

Exhibit A Description of Scope of Services to be performed by Consultant. Exhibit B Fee Schedule for the services described in Exhibit A.

Exhibit C Project Schedule for performance of the Services.

In addition to these Exhibits, the Cover Page attached to this Agreement is incorporated herein by this reference.

**4. SCOPE OF SERVICES.**

**A.** Consultant shall provide the services, and make submittals to City in accordance with Exhibit A and the schedule in Exhibit B, subject to the direction of the City's Contract Administrator, as provided from time to time.

**B.** Consultant's services shall conform to the Project Schedule and City's budget for the Project.

**5. TERM.**

**A.** Consultant shall commence performance within five **calendar days** of City's written

notice to proceed, and diligently prosecute the Services to completion in accordance with the schedule in Exhibit A, unless otherwise directed by City or unless earlier terminated.

**B.** Consultant shall complete the various tasks involved in the PROJECT no later than the date shown on the Cover Page. Time extensions shall be granted only for good cause as determined at the sole discretion of the CITY.

## **6. COMPENSATION OF CONSULTANT.**

### **A. Basic Services.**

**1.** City shall pay Consultant for full and faithful performance of Basic Services a fee that is not to exceed the Not-to-Exceed Amount without the express authorization of the City Council. The Not-to-Exceed Amount includes all Reimbursable Expenses required for performance of the Basic Services.

**2.** Progress payments for Basic Services for each phase of the work shall be made as shown in Exhibit B.

**3.** The City shall make monthly payments for completed Services performed on the Project. The amount that will be approved and paid for each Task shall not exceed the percent complete of that Task.

**4.** Payments for various items of services may be modified with approval of City so long as payments do not exceed the Not-to-Exceed Amount.

**5.** This fee for Basic Services shall include the fees for all subconsultants.

### **B. Additional Services.**

**1.** Should services be requested by City or proposed by Consultant which are considered to be beyond the Scope of Services (Exhibit A), the Consultant shall provide a written request for consideration of Additional Services to the City Contract Administrator. The City Contract Administrator will make due consideration of the request for Additional Services. Consultant shall not provide Additional Services until Consultant has received written approval from the City Contract Administrator to perform same. Should the Consultant elect to proceed prior to receiving written approval by the City or Additional Services, the Consultant does so at Consultant's own risk.

**2.** City shall pay Consultant for authorized Additional Services on an hourly basis, in accordance with the schedule of fees attached hereto as Exhibit B. City shall pay only for Additional Services authorized by the City Council or designee in writing or requested verbally by City and confirmed in writing by Consultant within five (5) working days.

**3.** Consultant and City shall agree upon an estimated not-to-exceed cost for any proposed Additional Services or, in the case of a verbal request, Consultant shall provide City with a written estimated not-to-exceed cost for such Additional Services at least one (1) working day prior to commencing the additional Services. In no event shall City pay for Additional Services made necessary by Consultant's errors or oversights.

### **C. Reimbursable Expenses.**

City shall reimburse Consultant for Reimbursable Expenses Consultant incurs in the course of performing Services under this Agreement. The Not-to-Exceed Amount includes Reimbursable Expenses required for Basic Services. Reimbursable Expenses include only the items listed in Exhibit B. Travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the CONSULTANT.

**D. Payment Procedures.**

1. Consultant shall submit written applications for progress payments in a form satisfactory to City on or before the first day of each month on account of the Basic Services, Additional Services and Reimbursable Expenses completed during the preceding month. Payment applications for Additional Services shall identify each person performing services, the time each person spends on each task (in units not to exceed one quarter hour) and shall be based on the rates in Exhibit B. Payment Applications for Reimbursable Expenses shall be supported by invoices or such other documents as City may reasonably request.

2. Within thirty (30) days after receipt of each application for progress payment, City shall verify the accuracy of the progress payment application, correct the charges where appropriate, and make payment to Consultant in an amount equal to the amount of such application, as verified or corrected by City. No payment made hereunder prior to completion and acceptance of the Project shall be construed as evidence of acceptance of any part of the Services. City reserves the right to withhold payment from Consultant on account of Services not performed satisfactorily, delays in Consultant's performance of Services past the milestones established above or other defaults hereunder. Consultant shall not stop or delay performance of Services under this Agreement on account of payment disputes with City, provided that City continues to make payment of undisputed amounts.

3. If City disagrees with any portion of a billing, the City shall promptly notify Consultant of the disagreement, and the City and the Consultant shall attempt to resolve the disagreement. City's payment of any amounts shall not constitute a waiver of any disagreement and City shall promptly pay all amounts not in dispute.

4. Consultant shall maintain complete and accurate records of the number of hours worked by persons and subconsultant, and Reimbursable Expenses, on the Project during each phase under this Agreement. All such records shall be maintained on a generally accepted accounting basis and shall be clearly identified and readily accessible. All accounting records shall provide an understandable breakdown of costs charged to this Agreement.

7. **INDEPENDENT CONTRACTOR.** The services to be provided to the City as set forth in this Agreement shall be provided by Consultant as an independent contractor as defined in Labor Code 3353, under the control of the City as to the result of the work but not the means by which the result is accomplished, and nothing herein contained shall be construed to make Consultant an agent or employee of the City while providing these services. Consultant shall be entitled to no other benefits or compensation except as provided in this Agreement.

**8. PERFORMANCE STANDARDS.**

**A. Compliance with laws.**

1. Consultant shall (and shall cause its agents and contractors), at its sole cost and expense, to comply with all City, County, State and Federal ordinances, regulations and statutes now in force or which may hereafter be in force with regard to the Project and this Agreement. Any corrections to Consultant's instruments of professional service which become necessary as a result of the Consultant's failure to comply with these requirements shall be made at the Consultant's expense.

2. Should the requirements referenced in subparagraph 1 above change after the date of design or drawing preparation, Consultant shall be responsible for notifying City of such change in requirements. Consultant will bring the instruments of professional service into conformance with the newly issued requirements at the written direction of City. Consultant's costs for providing services pursuant to this paragraph shall be submitted to City as Additional Services.

3. Consultant certifies that it is aware of and has complied with the provisions of California Labor Code Section 6401.7, which requires every employer to adopt a written injury and illness prevention program.

**B. Standard of Performance.** Consultant represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, Consultant shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which Consultant is engaged. All products of whatsoever nature which Consultant delivers to City pursuant to this Agreement shall conform to the standards of quality normally observed by a person practicing in Consultant's profession. Consultant shall correct or revise any errors or omissions at the Contract Administrator's request without additional compensation. Permits and/or licenses shall be obtained and maintained by Consultant without additional compensation throughout the term of this Agreement.

**C. Professional Seal.** Consultant shall have documents stamped by registered professionals, at Consultant's cost, for the disciplines covered by Consultant's instruments of professional service when required by prevailing law, usual and customary professional practice, by City, or by any governmental City having jurisdiction over the Project.

**9. TAXES.** Consultant shall pay all taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the services to be performed by Consultant.

## **10. CONFLICT OF INTEREST.**

**A.** Consultant understands that its professional responsibility is solely to City. Consultant warrants that it presently has no interest, and will not acquire any direct or indirect interest, that would conflict with its performance of this Agreement. Consultant shall not knowingly, and shall take reasonable steps to ensure that, it does not employ a person having such an interest in the performance of this Agreement. If after employment of a person, Consultant discovers that it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly disclose the relationship to the City and take such action as the City may direct to remedy the conflict.

**B.** Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this contract or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this contract.

**C.** Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

**1.** Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official other than normal contract monitoring; and

**2.** Possesses no authority with respect to any City decision beyond the rendition of information, advice, recommendation or counsel (FPPC Reg. 18700(a)(2)).

**11. RESPONSIBILITIES OF CITY.** City shall provide all information requested by Consultant that is reasonably necessary in performing the Services described herein.

## **12. OWNERSHIP OF DOCUMENTS.**

**A.** The plans, specifications, estimates, programs, reports, models, data, and other material prepared by or on behalf of Consultant under this Agreement including all drafts and working documents, and

including electronic and paper forms (collectively the "Documents"), shall be and remain the property of the City, whether the Project is completed or not, and to the extent that Consultant has been paid for satisfactorily completed Services. Consultant shall deliver all Documents to City upon (1) the substantial completion date of the Project, (2) the date of termination of this Agreement for any reason, or (3) at any time requested by City, upon five (5) days written notice.

**B.** The Documents may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable in connection with completion and maintenance of, and addition to, the Project, without further employment of or payment of any compensation to Consultant; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such circumstances City uses, or engages the services of and directs another Consultant to use, such Documents to complete the Project, City agrees to release Consultant from any responsibility for the conformance of the incomplete portions of the Project to the Documents and to hold Consultant harmless from any and all liability, costs, and expenses (including reasonable legal fees and disbursements), relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of Consultant, or anyone for whose acts it is responsible, in preparation of the Documents. Consultant shall not be responsible for deficiencies solely attributable to modifications to the Documents performed by others, or that arise from use of the Documents on a site other than that shown in the Documents.

**C.** Consultant retains the copyright in and to the intellectual property depicted in the Documents subject to City's rights and licenses set forth in this Agreement. City's ownership interest in the Documents includes the following single, exclusive license from Consultant for the Project: Consultant, for itself, its employees, heirs, successors and assigns, hereby grants (and if any subsequent grant is necessary, agrees to grant) to City an irrevocable, perpetual, royalty-free, fully paid-up, sole and exclusive license and right to use and exercise any and all of the copyrights or other intellectual property rights that Consultant may author or create, alone or jointly with others, in or with respect to the Documents, including without limitation all drawings, designs, graphic representations, and data. City's license shall include the right to sublicense, shall be for all purposes with respect to each right of copyright, and shall be without restriction.

**D.** Consultant shall cause to be included in all subcontracts and agreements with respect to the design and construction of the Project that Consultant negotiates, language which is consistent with this Section 12.

**E.** All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the City to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the City without the written consent of the City before any such release.

**13. RECORDS, AUDIT AND REVIEW.** Consultant shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Consultant's profession and shall maintain such records for at least three (3) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. City shall have the right to audit and review all such documents and records at any time during Consultant's regular business hours or upon reasonable notice.

#### **14. INDEMNIFICATION AND INSURANCE.**

**A. Claims for Professional Liability.** Consultant shall, with respect to all Services performed in connection with this Agreement, defend, indemnify, and hold the City, its elected and appointed officers, employees, and volunteers harmless from and against any and all claims, liability, loss, damage, costs, or expenses, including reasonable attorneys' fees, awards, fines, or judgments (collectively, "Claims"), arising from or relating to negligent acts, errors, or omissions in the performance of professional services by Consultant, its subconsultants, agents or employees. Consultant shall not be obligated under this Agreement to indemnify City to the extent that the damage is caused by the sole or active negligence or willful misconduct of City, its agents or employees.

**B. Claims for Other Liability.** Consultant shall, with respect to all Services performed in connection with this Agreement, defend, indemnify, and hold the City, its elected and appointed officers, employees,

and volunteers harmless from and against any and all liens and Claims by firms or individuals claiming through Consultant, and all Claims for compensation, the death or bodily injury to persons, injury to property, or other loss, damage, or expense arising from or related to the Services of Consultant , its subcontractors, agents or employees. Consultant shall not be obligated under this Agreement to indemnify City to the extent that the damage is caused by the sole or active negligence or willful misconduct of City, its agents or employees.

**C.** Claims Involving Intellectual Property. In addition to the obligations set forth in (A) and (B) above, Consultant shall indemnify, defend, and hold the City, its elected and appointed officers, employees, and volunteers, harmless against any Claim is alleged in which a violation of intellectual property rights, including but not limited to copyright or patent rights, that arises out of or relates to the Services of Consultant , its subcontractors, agents or employees. Consultant shall not be obligated under this Agreement to indemnify City to the extent that the damage is caused by the sole or active negligence or willful misconduct of City, its agents or employees.

**D.** Without limiting the AGENCY's right to indemnification, it is agreed that CONSULTANT shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:

**1.** Workers' Compensation Insurance with statutory limits, and employer's liability insurance with limits of not less than \$1,000,000 per accident.

**2.** Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products and Completed Operations Liability, Broad Form Property Damage (if applicable), Independent Contractors' Liability (if applicable), in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit, written on an occurrence form.

**3.** Professional Liability Insurance coverage, including contractual liability, in an amount not less than One Million Dollars (\$1,000,000.00), and CONSULTANT shall maintain such coverage for at least four (4) years from the termination of this Agreement; and during this four year period, CONSULTANT shall use CONSULTANT'S best efforts to ensure that there is no change of the retroactive date on this insurance coverage.

**4.** Comprehensive Auto Liability coverage, including (as applicable) owned, non-owned and hired autos in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit, written on an occurrence form.

**E.** The City of Lindsay Risk Manager is hereby authorized to adjust the requirements set forth above in the event he/she determines that such adjustment is in the AGENCY'S best interest.

**F.** Each insurance policy required by this Agreement shall contain the following clauses:

"This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the General Manager.

"It is agreed that any insurance maintained by the AGENCY shall apply in excess of and not contribute with insurance provided by this policy."Each insurance policy required by this Agreement, excepting policies for workers' compensation and professional liability, shall be endorsed to include the following clause:

"The AGENCY, its officers, agents, employees,, representatives and volunteers are added as additional insureds as respects operations and activities of, or on behalf of, the named insured, performed under contract with the AGENCY."

**G.** Upon AGENCY's request, CONSULTANT shall deliver to the AGENCY insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. Also, within thirty (30) days of AGENCY'S request, CONSULTANT SHALL PROVIDE TO the

AGENCY endorsements to the above- required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by the AGENCY, it shall be CONSULTANT'S responsibility to see that the AGENCY receives documentation acceptable to the AGENCY which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. Also, the AGENCY has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

**H.** In addition to any other remedies, the AGENCY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, the AGENCY may, at its sole option:

- 1.** Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- 2.** Order CONSULTANT to stop work under this Agreement and/or withhold any payment(s) which become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof.
- 3.** Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies the AGENCY may have and is not the exclusive remedy for CONSULTANT'S failure to maintain insurance or secure appropriate endorsements.

**I.** Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT'S or its subcontractor's performance of the work covered under this Agreement.

**J.** Indemnity from Others. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required, Consultant shall be fully responsible for all obligations under this Section.

City's failure to monitor compliance with this requirement imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. The obligation to indemnify and defend City as set forth herein is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section.

**K.** Limitation On Indemnity Obligations. Without affecting any of the rights of City under any provision of this Agreement, Consultant shall not be required to indemnify and hold harmless City for liability attributable to the sole or active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Consultant will be for that entire portion or percentage of liability not attributable to the sole, or active negligence of City.

**L.** Submission of insurance certificates or submission of other proof of compliance with the insurance requirements in this Agreement does not relieve Consultant from the obligations of this Section 16. The obligations of this Section 16 shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

## **15. PERSONNEL.**



**A.** The Consultant represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. All of the services required hereunder will be performed by the Consultant or under Consultant's supervision, and all personnel engaged in the work shall be qualified to perform such services.

**B.** Continuity. Consultant shall make every reasonable effort to maintain stability and continuity of Consultant's Key Personnel assigned to perform the Services. Key Personnel are identified in Exhibit C. Consultant shall provide City with a minimum twenty (20) days prior written notice of any changes in Consultant's Key Personnel assigned to the Project, and shall not replace any Key Personnel with anyone to whom the City has a reasonable objection.

**16. NONEXCLUSIVE AGREEMENT.** Consultant understands that this is not an exclusive Agreement and that City shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Consultant as the City desires.

**17. ASSIGNMENT.**

**A.** Consultant shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of City and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. In no event shall the CONSULTANT subcontract work in excess of 50% of the contract amount, excluding specialized services. Specialized services are those items not ordinarily furnished by a consultant performing this particular type of work.

**18. TERMINATION.**

**A.** The City may suspend this Agreement and Consultant's performance of the Services, wholly or in part, for such period as it deems necessary due to unfavorable conditions or to the failure on the part of the Consultant to perform any provision of this Agreement. Consultant will be paid for satisfactory services performed through the date of temporary suspension. In the event that Consultant's services hereunder are delayed for a period in excess of six (6) months due to causes beyond Consultant's reasonable control, Consultant's compensation shall be subject to renegotiation.

**B.** If Consultant at any time refuses or neglects to prosecute its Services in a timely fashion or in accordance with the Project schedule, or is adjudicated a bankrupt, or commits any act of insolvency, or makes an assignment for the benefit of creditors without City's consent, or fails to make prompt payment to persons furnishing labor, equipment, materials or services, or fails in any respect to properly and diligently prosecute its services, or otherwise fails to perform fully any and all of the agreements herein contained, Consultant shall be in default.

**C.** If Consultant fails to cure the default within seven (7) days after written notice thereof, City may, at its sole option, take possession of any Documents (as defined in Section 9) or other materials (in paper and electronic form) prepared or used by Consultant in connection with the Project and (1) provide any such work, labor, materials or services as may be necessary to overcome the default and deduct the cost thereof from any money then due or thereafter to become due to Consultant under this Agreement; or (2) terminate Consultant's right to proceed with this Agreement.

**D.** In the event City elects to terminate, City shall have the right to immediate possession of all Documents and work in progress prepared by Consultant, whether located at the Project, at Consultant's place of business, or at the offices of a subconsultant, and may employ any other person or persons to finish the Services and provide the materials therefor. In case of such default termination, Consultant shall not be entitled to receive any further payment under this Agreement until the Project is completely finished. At that time, if the expenses incurred by City in obtaining engineering services for the Project exceed such unpaid balance, then Consultant shall promptly pay to City the amount by which such expense exceeds the unpaid balance of the Not-to-Exceed Amount. The expense referred to in the previous sentence shall include expenses incurred by City in causing the services called for under this

Agreement to be provided by others, for attorneys' fees, and for any costs or damages sustained by City by reason of Consultant's default or defective work.

**E.** In addition to the foregoing right to terminate for default, City reserves the absolute right to terminate this Agreement without cause, upon 72-hours' written notice to Consultant. In the event of termination without cause, Consultant shall be entitled to payment in an amount not to exceed the Not-To-Exceed Amount which shall be calculated as follows:

(1) Payment for Services then satisfactorily completed and accepted by City, plus (2) Payment for Additional Services satisfactorily completed and accepted by City, plus (3) Reimbursable Expenses actually incurred by Consultant, as approved by City. The amount of any payment made to Consultant prior to the date of termination of this Agreement shall be deducted from the amounts described in (1), (2) and (3) above. Consultant shall not be entitled to any claim or lien against City or the Project for any additional compensation or damages in the event of such termination and payment. In addition, the City's right to withhold funds under Section 6(E) shall be applicable in the event of a termination for convenience.

**F.** If this Agreement is terminated by City for default and it is later determined that the default termination was wrongful, such termination automatically shall be converted to and treated as a termination for convenience under this Section 22 and Consultant shall be entitled to receive only the amounts payable hereunder in the event of a termination for convenience.

**19. DISPUTE RESOLUTION.** City and Consultant agree that disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.

## **20. MISCELLANEOUS PROVISIONS.**

**A.** CONSULTANT covenants that he/she presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of service required hereunder.

**B.** CONSULTANT will not discriminate against any employee, or applicant for employment, because of race, color, religion, sex, marital status, or national origin. CONSULTANT will take action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, marital status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**C.** The CONSULTANT agrees to adhere to the following:

**1.** CONSULTANT will assure that its contractors and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, *et seq.*, shall be used to determine the allowability of individual Project cost items and (b) all parties shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving Project funds as a contractor, subcontractor, or sub-grantee under this FTA shall comply with, Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

**2.** CONSULTANT assures that in the course of performing Project work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 *et seq.*)

**3.** CONSULTANT all of its subcontractors, if any, shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave and denial of pregnancy disability leave.

CONSULTANT shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 *et seq.*).

4. CONSULTANT shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. CONSULTANT shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three years from the date of final payment, to the California State Auditor, or any duly authorized representative of Department of Transportation and they shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and CONSULTANT shall furnish copies thereof if requested.

5. CONSULTANT will comply with the requirements of the Drug- Free Workplace Act of 1990 (Government Code section 8350 *et seq.*) and will provide a drug- free workplace.

6. Consultant shall be required to possess, at his/her own expense, a valid and current City of Lindsay Business Tax Certificate, prior to commencing work.

21. **PUBLICATION.** No report, information, or other data given or prepared or assembled by the CONSULTANT pursuant to this Agreement, shall be made available to any individual or organization by the CONSULTANT without the prior written approval of the CITY. Notwithstanding the foregoing, however, the CONSULTANT shall not be required to protect to hold in confidence any confidential information which (1) is or becomes available to the public with the prior written consent of the CITY; (2) must be disclosed to comply with law; or (3) must be disclosed in connection with any legal proceedings.

22. **CITY NOT OBLIGATED TO THIRD PARTIES.** City shall not be obligated or liable for payment hereunder to any party other than the Consultant.

23. **UNAUTHORIZED ALIENS.** Consultant hereby promises and agrees to comply with all the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. § 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

24. **COSTS AND ATTORNEY'S FEES.** The prevailing party in any action between the parties to this Agreement brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and attorney's fees expended in connection with such an action from the other party.

25. **SECTION HEADINGS.** The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

26. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

27. **REMEDIES NOT EXCLUSIVE.** Except as provided in Sections 22 and 23, no remedy herein conferred upon or reserved to City is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

**28. TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement. The foregoing notwithstanding, neither party shall be liable for damages or delays arising out of circumstances beyond its reasonable control.

**29. NO WAIVER OF DEFAULT.** No delay or omission of City to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default of an acquiescence therein; and every power and remedy given by this Agreement to City shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of City.

**30. ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

**31. SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

**32. CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Tulare, if in state court, or in the federal court nearest to Tulare County, if in federal court.

**33. EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

**34. AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Consultant hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Consultant is obligated, which breach would have a material effect hereon.

**IN WITNESS WHEREOF,** the parties have executed this Agreement to be effective on the date executed by City.

**CONSULTANT**

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

**CITY OF LINDSAY**

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

ITS: \_\_\_\_\_



## STAFF REPORT

TO: Lindsay City Council

MEETING DATE: September 24, 2024

Item #: 12.3  
Action Items

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**DEPARTMENT:** City Manager

**FROM:** Daymon Qualls, City Manager

**AGENDA TITLE:** Agreement with VL Friday Night Market for Services Related to the Friday Night Market

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### ACTION & RECOMMENDATION

Authorize an agreement with VL Friday Night Market and grant the City Manager authorization to execute documents relating thereto.

### BACKGROUND | ANALYSIS

On February 28, 2022, an agreement between the City of Lindsay and VL Friday Night Market for operations of the Friday Night Market was executed. On February 14, 2023, Addendum No.1 was executed and extended the term of the agreement for an additional year.

As directed by Council at the April 11, 2023, City Council meeting, staff negotiated a new contract with VL Friday Night Market that was subsequently approved on October 24, 2023. The new agreement reflected the following:

1. A new flat rate of \$3,000 per market session,
2. A revised market boundary map that accurately defines the designated area of operation for VL Friday Night, and
3. Amended the date in which a Final Report from the market operator must be distributed to the City Manager and City Council to be the first regular meeting in December, or as soon as possible thereafter.

The City of Lindsay has enjoyed a highly successful collaboration with VL Friday Night Market, witnessing numerous positive outcomes and benefits. With the current agreement set to expire on November 15, 2024, staff has reviewed the contract language and made modifications to ensure the agreement is up to date and compliant with current requirements. A draft agreement with tracked changes is attached for review.

### FISCAL IMPACT

Per the agreement, the Market Operator shall pay the City a flat rate of three thousand dollars (\$3,000) per Market session.

### ATTACHMENTS

1. Draft Agreement Between the City of Lindsay and VL Friday Night Market (with tracked changes)
2. Agreement Between the City of Lindsay and VL Friday Night Market (clean copy)

Reviewed/Approved: 

## **AGREEMENT BETWEEN THE CITY OF LINDSAY AND VL FRIDAY NIGHT MARKET FOR SERVICES REGARDING THE FRIDAY NIGHT MARKET**

This Agreement is made and entered into as of the \_\_\_\_\_ of \_\_\_\_\_ 2024 (the "Effective Date") by and between the CITY OF LINDSAY, a municipal corporation (the "City") and the VL FRIDAY NIGHT MARKET, a private company (the "Market Operator"), duly organized and existing under and by virtue of the laws of the State of California

This Agreement shall be effective as of the date set above and shall be for a period of one (1) year from the date of the first Market of the season. The City and Market Operator shall constitute the parties.

### **I. SCOPE OF SERVICES**

Market Operator shall provide all staff, materials, equipment, and labor to coordinate a Friday Night Market, hereinafter called ("Market") as described in the VL FRIDAY NIGHT MARKET proposal. Market Operator further agrees to comply with all applicable laws, ordinances, and rules imposed by the City of Lindsay, state and federal agencies. In the event of a conflict among this Agreement and the VL FRIDAY NIGHT MARKET proposal, this Agreement shall take precedence.

Services and maintenance provided by the Market Operator shall respectively include, but are not limited to those described herein:

- A. THE VL FRIDAY NIGHT MARKET shall be permitted to operate within the City of Lindsay in an area defined by the City and provided to the Market Operator prior to the first market of the season and shall be subject to amendment by the City with five (5) business days' notice.
- B. The Market season shall be defined as commencing on the date set above and constitute every Friday within the respective one (1) year period, with the exception of the single Friday in December when the annual City of Lindsay "Santa Night" is held.
- C. In the event of a credible hazard, dangerous condition, or public health emergency, the City reserves the right to cancel Market operations with due notice to Market Operator.
- D. Market Operator shall be responsible and assume all liability for street closure(s).
- E. Cleanup shall occur during and following every Market event. In no instance shall trash be allowed to accumulate. Cleanup shall include sweeping, operating leaf blowers, and picking up trash as needed. The operation of leaf blowers should take into account the impact of noise on nearby residents and businesses, especially during evening and early morning hours.

- F. Market Operator will be granted access to public restrooms at Sweetbriar Plaza and will be responsible for fully stocking, cleaning, and managing the restrooms during the entirety of the Market session.
- G. The Market Operator shall coordinate with Mid Valley Disposal to provide appropriate and sufficient waste receptacles as needed. The Market Operator should monitor and ensure that neither Market vendors, attendees, or the general public within Market areas deposit any items into or onto storm drain inlets, planters, gutters, or grass/shrub/dirt areas.
- H. The City shall provide electricity to Market Operator through use of streetscape outlets and outlets in the "Mercado" area for a pro-rated \$250275 monthly fee payable to the City. Additionally, the Market Operator shall provide the City with a security deposit in the amount of one-thousand five hundred dollars (~~\$1,000~~1,500.00) payable to the City prior to the first market to the season. Said deposit shall be applied to any costs incurred by the City for necessary repairs or replacements of the streetscape outlets and outlets in the "Mercado" area. Any necessary repairs will be performed by the City and the cost of such repairs will be deducted from the deposit.
- I. The Market Operator will ensure streetscape outlets are not utilized for high-voltage equipment exceeding 20 amps. Damages to streetscape outlets and outlets in the "Mercado" area due to actions and/or negligent supervision of the Market Operator and/or activities of Market vendors or Market attendees shall be the sole responsibility of the Market Operator to repair or replace or reimburse the City for costs associated with necessary repairs or replacements.
- J. Market Operator shall be responsible for providing additional safety lighting.
- K. Upon vendor set up and periodically during the Market event, all Market-affected areas shall be inspected by Market Operator staff for dangerous conditions and/or hazards, hidden or otherwise. Market Operator staff shall make reasonable efforts to repair and/or notify the City of any dangerous or hazardous conditions immediately upon their discovery. Under no circumstances shall the Market Operator permit the Market vendors, attendees, or the public more generally to be in proximity of a known hazard.
- L. Sidewalks affected by Market activities and other affected areas as identified by the City shall be pressure-washed prior to the first Market of the season and monthly thereafter throughout the Market season. A final pressure-washing of sidewalks affected by Market activities and other affected areas as identified by the City shall occur following the last market of the season. This process shall be evaluated by the City and the schedule confirmed or adjusted in frequency and scope as needed.
- M. Market Operator shall ensure all public pathways including sidewalks are kept clear of obstructions such as electrical cords or debris.
- N. Market Operator shall submit to the City for approval a Security Plan for Market vendors

and attendees.

- O. Market Operator shall comply with S.B. 1383 and the Lindsay Municipal Code 8.34.
- P. Market Operator shall provide a Grease Tank in a designated area for vendors to properly dispose of cooking oils and monitor enforcement.
- Q. Market Operator will prepare a Final Report to be distributed to the City Manager and presented to City Council at the first regular meeting of the City Council in December or as soon thereafter.
- R. Market Operator shall ensure that sufficient portable potties are available per Market capacity and building code regulations ([California Plumbing Code section 422.0 & 2022 California Building Code Section 11B](#)).
- S. Market Operator shall grant brick-and-mortar restaurant businesses in the Downtown area a reduced participation fee of \$100 (from \$125) and a waived reservation fee (from \$15).
- T. Market Operator shall grant brick-and-mortar retailers in the Downtown area a reduced participation fee of \$15 (from \$25) and a waived reservation fee (from \$15).
- U. Market Operator shall grant non-profit organizations that distribute informational resources, educational materials, et al. waived participation and reservation fees.
- V. Market Operator shall grant non-profit organizations that intend to sell food and/or beverages for consumption a reduced participation fee of \$100 (from \$125) and a waived reservation fee (from \$15).
- W. Market Operator shall provide vendors with a Complaint Form in both English and Spanish. Market Operator shall accept and review all Complaint Forms submitted and commit itself in good faith to resolve disputes. If Market Operator is unable to reach a resolution with Complainant(s), the matter shall be escalated to the Friday Night Market Oversight Committee.
- X. City shall establish an Oversight Committee consisting of two City Council members and the Market Operator. The Oversight Committee shall have final say in resolving disputes as submitted by vendors through a Complaint Form.
- Y. Damages due to actions and/or negligent supervision of the Market Operator and/or activities of Market vendors or Market attendees shall be the sole responsibility of the Market Operator to repair or replace or reimburse for costs associated with necessary repairs or replacements.

## II. **TERM OF AGREEMENT**

The term of the Agreement shall commence on the effective date and continue for a period of one (1) year from the date of the first Market, and subject to extension if circumstances necessitate it



and Parties agree to it in writing.

### III. **GENERAL PROVISIONS**

This Agreement may be terminated by either the City or Market Operator with or without any reason, upon giving thirty (30) days written notice to other Party.

### IV. **REVENUE SHARE**

Market Operator shall pay the City a flat rate of three thousand dollars (\$3,000.00) per Market session.

### V. **LICENSE, PERMITS, FEES AND ASSESSMENTS**

The Market Operator shall obtain such licenses, permits and approvals (collectively the "Permits") as may be required by law for the performance of the work and services relating to the Market, and ensure that all vendors possess a City of Lindsay – Farmers Market Business License.

### VI. **PERSONNEL**

All personnel used by the Market Operator will be employees of the Market Operator. Market Operator shall pay all salaries, insurance and expenses, all federal and state taxes. Market Operator must comply with legal requirements including the Federal Fair Labor Standards Act, Equal Opportunity Employment, and the Americans with Disabilities Act.

Under no circumstances or conditions shall any agent, servant, or employee of the Market Operator be considered as an employee of the City of Lindsay.

### VII. **NON-ASSIGNMENT**

This Agreement is not assignable either in whole or in part by Market Operator without the written consent of City.

### VIII. **INSURANCE**

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

The City of Lindsay shall be named as additional insured under such insurance policies and Market Operator shall provide the City with Certificates of Insurance evidencing such insurance and proof of payment of insurance premiums. Market Operator must notify the City within 24 hours of any cancellations or lapses in coverage of such insurance policies.

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

**A. Minimum Limits of Insurance**

If Market Operator, for any reason, fails to maintain insurance coverage that is required pursuant to this Contract, the same shall be deemed a material breach of contract. CITY, at its sole option, may terminate this Contract and obtain damages from the Market Operator resulting from said breach.

1. **Commercial General Liability Insurance.** MARKET OPERATOR shall maintain commercial general liability (CGL) with a limit of not less than \$1,000,000 each occurrence/\$~~4~~2,000,000 in the annual aggregate, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that the City and its officers, officials, employees, and agents shall be additional insured under such policies. If alcohol is being served or sold at any permitted facility, it is mandatory that the General Liability Policy include Liquor Liability Coverage.
2. **Business Auto Liability Insurance.** MARKET OPERATOR shall maintain business auto liability with a limit of not less than \$1,000,000 each accident.
3. **Workers' Compensation and Employer's Liability Insurance.** Market Operator shall maintain workers' compensation insurance as required by the State of California and Employer's Liability Insurance in the amount of \$1,000,000 per accident for bodily injury or disease.
4. **Property Damage.** Market Operator shall maintain broad form property damage insurance, to include fire legal liability with a limit of not less than \$~~50~~1,000,000 per occurrence.

**B. Workers' Compensation and Employer's Liability**

The insurer shall agree to waive all rights of subrogation against the City of Lindsay, its officers, officials, employees, and volunteers for losses arising from activities and operations of Market Operator in the performance of services under the contract.

1. If Market Operator, for any reason, fails to maintain insurance coverage that is required pursuant to this Contract, the same shall be deemed a material breach of contract. The City, at its sole option, may terminate this Contract and obtain damages from the Market Operator resulting from said breach.

**C. Acceptability of Insurers**

Insurance is to be placed with insurer with a current A. M. Best's rating of no less than A:6 unless otherwise approved by the City.

**D. Verification of Coverage**

Market Operator shall furnish the City of Lindsay with original certificates and amendatory endorsements effecting coverage required by this section. The certificates and endorsements for each policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements should be on forms provided by the City or on other than the City's forms, provided those forms and endorsements conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

**E. Sub-Contractors**

Market Operator shall include all sub-contractors as insureds under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverages for sub-contractors shall be subject to all requirements stated herein.

**IX. INDEMNIFICATION**

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

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

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

The Market Operator shall furnish the City with a Certificate of Insurance with limits of at least \$1,000,000.00 for bodily injuries on each occurrence and \$1,000,000.00 for property damage on each occurrence. The Certificate of Insurance shall state that the contractual liability assumed under this Agreement is covered and shall provide that ten (10) days' notice of cancellation or reduction in coverage shall be provided to the City. Certificates of said coverages shall be filed with the City Clerk before any work or services related to the Market commence.

**X. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of California (without regard to its choice of law provisions). If any legal action is necessary to enforce or interpret this Agreement, the Parties agree that such action shall be brought in the Superior Court for the State of California, County of Tulare, or the U.S. District Court for the Central District of California, Western Division. The Parties hereby submit to the exclusive jurisdiction of such courts and waive any other venue to which either Party might be entitled by domicile or otherwise.

**XI. ATTORNEYS' FEES**

If any Party hereto brings an action or proceeding under this Agreement or to declare rights hereunder, the Prevailing Party in any such proceeding, action, or appeal thereon shall be entitled to recover all reasonable fees, costs and expenses, including reasonable attorneys' fees. Such fees, costs and expenses may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The attorneys' fees award shall not be computed in accordance with any court fee schedule but, shall be such as to fully reimburse all attorneys' fees reasonably incurred. "Prevailing Party" shall mean and include, without limitation, a Party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party of its claim or defense.

**XII. SEVERABILITY: NO WAIVER**

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the other provisions of this Agreement, which shall remain in full force and effect. If any of the provisions of this Agreement shall be deemed to be unenforceable by reason of its extent, duration, scope or otherwise, then the Parties contemplate that the court making such determination shall enforce the remaining provisions of this Agreement, and shall reduce such extent, duration, scope, or other provision and shall enforce them in their reduced form for all purposes contemplated by this Agreement. No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

**XIII. ENTIRE AGREEMENT: ETC.**

This Agreement expresses the full and complete understanding of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, agreements, representations and understandings, whether written or oral, with respect to the subject matter. This Agreement may not be amended or modified except in writing signed by each of the Parties hereto. This Agreement shall be construed as to its fair meaning and not strictly for or against either Party. The headings hereof are descriptive only and not to be construed in interpreting the provisions hereof.

**XIV. COUNTERPARTS: AUTHORITY TO SIGN**

This Agreement may be executed in any number of counterparts, each of which will constitute an original and all of which, when taken together, will constitute one agreement. Any signature pages of this Agreement transmitted by facsimile or sent by email in portable document format (PDF) will have the same legal effect as an original executed signature page. Each of the persons signing on behalf of a Party hereto represents that they have the right and power to execute this Agreement on such Party's behalf.

**\*\*SEE FOLLOWING PAGE FOR SIGNATURES\*\***

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in their behalf.

**CITY OF LINDSAY:**

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

BY: \_\_\_\_\_

~~Joseph Tanner~~ Daymon Qualls, City Manager

\_\_\_\_\_  
City Clerk

**VL FRIDAY NIGHT MARKET:**

VL Friday Night Market  
1121 Maple Ave.  
Lindsay, CA 932147

\_\_\_\_\_  
Virginia Loya, Lead Entity of VL Friday Night Market



APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

# Friday Night Market Boundaries



## Legend

-  Market Boundaries
-  Northern Portion of Street
-  Public Parking Lot

-  Downtown Fire Site
- Allowed Uses:
  - Market eating & seating area
  - Market vendor space
  - *No heavy vehicles allowed*



**"Friday Night Market Boundaries" exhibit map signed and accepted respective to I. Scope of Services  
Section A of the Agreement Between the City of Lindsay and VL Friday Night Market for Services  
Regarding the Friday Night Market**

**City of Lindsay:**

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

---

Daymon Qualls, City Manager

**Date:** \_\_\_\_\_

**VL Friday Night Market:**

VL Friday Night Market  
1121 Maple Ave.  
Lindsay, CA, 93247

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

Virginia Loya, Lead Entity of  
VL Friday Night Market

**Date:** \_\_\_\_\_



## **AGREEMENT BETWEEN THE CITY OF LINDSAY AND VL FRIDAY NIGHT MARKET FOR SERVICES REGARDING THE FRIDAY NIGHT MARKET**

This Agreement is made and entered into as of the \_\_\_\_\_ of \_\_\_\_\_ 2024 (the "Effective Date") by and between the CITY OF LINDSAY, a municipal corporation (the "City") and the VL FRIDAY NIGHT MARKET, a private company (the "Market Operator"), duly organized and existing under and by virtue of the laws of the State of California

This Agreement shall be effective as of the date set above and shall be for a period of one (1) year from the date of the first Market of the season. The City and Market Operator shall constitute the parties.

### **I. SCOPE OF SERVICES**

Market Operator shall provide all staff, materials, equipment, and labor to coordinate a Friday Night Market, hereinafter called ("Market") as described in the VL FRIDAY NIGHT MARKET proposal. Market Operator further agrees to comply with all applicable laws, ordinances, and rules imposed by the City of Lindsay, state and federal agencies. In the event of a conflict among this Agreement and the VL FRIDAY NIGHT MARKET proposal, this Agreement shall take precedence.

Services and maintenance provided by the Market Operator shall respectively include, but are not limited to those described herein:

- A. THE VL FRIDAY NIGHT MARKET shall be permitted to operate within the City of Lindsay in an area defined by the City and provided to the Market Operator prior to the first market of the season and shall be subject to amendment by the City with five (5) business days' notice.
- B. The Market season shall be defined as commencing on the date set above and constitute every Friday within the respective one (1) year period, with the exception of the single Friday in December when the annual City of Lindsay "Santa Night" is held.
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- H. The City shall provide electricity to Market Operator through use of streetscape outlets and outlets in the "Mercado" area for a pro-rated \$275 monthly fee payable to the City. Additionally, the Market Operator shall provide the City with a security deposit in the amount of one-thousand five hundred dollars (\$1,500.00) payable to the City prior to the first market to the season. Said deposit shall be applied to any costs incurred by the City for necessary repairs or replacements of the streetscape outlets and outlets in the "Mercado" area. Any necessary repairs will be performed by the City and the cost of such repairs will be deducted from the deposit.
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- L. Sidewalks affected by Market activities and other affected areas as identified by the City shall be pressure-washed prior to the first Market of the season and monthly thereafter throughout the Market season. A final pressure-washing of sidewalks affected by Market activities and other affected areas as identified by the City shall occur following the last market of the season. This process shall be evaluated by the City and the schedule confirmed or adjusted in frequency and scope as needed.
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and attendees.

- O. Market Operator shall comply with S.B. 1383 and the Lindsay Municipal Code 8.34.
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- Q. Market Operator will prepare a Final Report to be distributed to the City Manager and presented to City Council at the first regular meeting of the City Council in December or as soon thereafter.
- R. Market Operator shall ensure that sufficient portable potties are available per Market capacity and building code regulations (California Plumbing Code section 422.0 & 2022 California Building Code Section 11B).
- S. Market Operator shall grant brick-and-mortar restaurant businesses in the Downtown area a reduced participation fee of \$100 (from \$125) and a waived reservation fee (from \$15).
- T. Market Operator shall grant brick-and-mortar retailers in the Downtown area a reduced participation fee of \$15 (from \$25) and a waived reservation fee (from \$15).
- U. Market Operator shall grant non-profit organizations that distribute informational resources, educational materials, et al. waived participation and reservation fees.
- V. Market Operator shall grant non-profit organizations that intend to sell food and/or beverages for consumption a reduced participation fee of \$100 (from \$125) and a waived reservation fee (from \$15).
- W. Market Operator shall provide vendors with a Complaint Form in both English and Spanish. Market Operator shall accept and review all Complaint Forms submitted and commit itself in good faith to resolve disputes. If Market Operator is unable to reach a resolution with Complainant(s), the matter shall be escalated to the Friday Night Market Oversight Committee.
- X. City shall establish an Oversight Committee consisting of two City Council members and the Market Operator. The Oversight Committee shall have final say in resolving disputes as submitted by vendors through a Complaint Form.
- Y. Damages due to actions and/or negligent supervision of the Market Operator and/or activities of Market vendors or Market attendees shall be the sole responsibility of the Market Operator to repair or replace or reimburse for costs associated with necessary repairs or replacements.

## II. **TERM OF AGREEMENT**

The term of the Agreement shall commence on the effective date and continue for a period of one (1) year from the date of the first Market, and subject to extension if circumstances necessitate it

and Parties agree to it in writing.

**III. GENERAL PROVISIONS**

This Agreement may be terminated by either the City or Market Operator with or without any reason, upon giving thirty (30) days written notice to other Party.

**IV. REVENUE SHARE**

Market Operator shall pay the City a flat rate of three thousand dollars (\$3,000.00) per Market session.

**V. LICENSE, PERMITS, FEES AND ASSESSMENTS**

The Market Operator shall obtain such licenses, permits and approvals (collectively the "Permits") as may be required by law for the performance of the work and services relating to the Market, and ensure that all vendors possess a City of Lindsay – Farmers Market Business License.

**VI. PERSONNEL**

All personnel used by the Market Operator will be employees of the Market Operator. Market Operator shall pay all salaries, insurance and expenses, all federal and state taxes. Market Operator must comply with legal requirements including the Federal Fair Labor Standards Act, Equal Opportunity Employment, and the Americans with Disabilities Act.

Under no circumstances or conditions shall any agent, servant, or employee of the Market Operator be considered as an employee of the City of Lindsay.

**VII. NON-ASSIGNMENT**

This Agreement is not assignable either in whole or in part by Market Operator without the written consent of City.

**VIII. INSURANCE**

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

The City of Lindsay shall be named as additional insured under such insurance policies and Market Operator shall provide the City with Certificates of Insurance evidencing such insurance and proof of payment of insurance premiums. Market Operator must notify the City within 24 hours of any cancellations or lapses in coverage of such insurance policies.

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

**A. Minimum Limits of Insurance**

If Market Operator, for any reason, fails to maintain insurance coverage that is required pursuant to this Contract, the same shall be deemed a material breach of contract. CITY, at its sole option, may terminate this Contract and obtain damages from the Market Operator resulting from said breach.

1. **Commercial General Liability Insurance.** MARKET OPERATOR shall maintain commercial general liability (CGL) with a limit of not less than \$1,000,000 each occurrence/\$2,000,000 in the annual aggregate, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that the City and its officers, officials, employees, and agents shall be additional insured under such policies. If alcohol is being served or sold at any permitted facility, it is mandatory that the General Liability Policy include Liquor Liability Coverage.
2. **Business Auto Liability Insurance.** MARKET OPERATOR shall maintain business auto liability with a limit of not less than \$1,000,000 each accident.
3. **Workers' Compensation and Employer's Liability Insurance.** Market Operator shall maintain workers' compensation insurance as required by the State of California and Employer's Liability Insurance in the amount of \$1,000,000 per accident for bodily injury or disease.
4. **Property Damage.** Market Operator shall maintain broad form property damage insurance, to include fire legal liability with a limit of not less than \$1,000,000 per occurrence.

**B. Workers' Compensation and Employer's Liability**

The insurer shall agree to waive all rights of subrogation against the City of Lindsay, its officers, officials, employees, and volunteers for losses arising from activities and operations of Market Operator in the performance of services under the contract.

1. If Market Operator, for any reason, fails to maintain insurance coverage that is required pursuant to this Contract, the same shall be deemed a material breach of contract. The City, at its sole option, may terminate this Contract and obtain damages from the Market Operator resulting from said breach.

**C. Acceptability of Insurers**

Insurance is to be placed with insurer with a current A. M. Best's rating of no less than A:6 unless otherwise approved by the City.

**D. Verification of Coverage**

Market Operator shall furnish the City of Lindsay with original certificates and amendatory endorsements effecting coverage required by this section. The certificates and endorsements for each policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements should be on forms provided by the City or on other than the City's forms, provided those forms and endorsements conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

**E. Sub-Contractors**

Market Operator shall include all sub-contractors as insureds under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverages for sub-contractors shall be subject to all requirements stated herein.

**IX. INDEMNIFICATION**

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

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

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

The Market Operator shall furnish the City with a Certificate of Insurance with limits of at least \$1,000,000.00 for bodily injuries on each occurrence and \$1,000,000.00 for property damage on each occurrence. The Certificate of Insurance shall state that the contractual liability assumed under this Agreement is covered and shall provide that ten (10) days' notice of cancellation or reduction in coverage shall be provided to the City. Certificates of said coverages shall be filed with the City Clerk before any work or services related to the Market commence.

**X. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of California (without regard to its choice of law provisions). If any legal action is necessary to enforce or interpret this Agreement, the Parties agree that such action shall be brought in the Superior Court for the State of California, County of Tulare, or the U.S. District Court for the Central District of California, Western Division. The Parties hereby submit to the exclusive jurisdiction of such courts and waive any other venue to which either Party might be entitled by domicile or otherwise.

**XI. ATTORNEYS' FEES**

If any Party hereto brings an action or proceeding under this Agreement or to declare rights hereunder, the Prevailing Party in any such proceeding, action, or appeal thereon shall be entitled to recover all reasonable fees, costs and expenses, including reasonable attorneys' fees. Such fees, costs and expenses may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The attorneys' fees award shall not be computed in accordance with any court fee schedule but, shall be such as to fully reimburse all attorneys' fees reasonably incurred. "Prevailing Party" shall mean and include, without limitation, a Party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party of its claim or defense.

**XII. SEVERABILITY: NO WAIVER**

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the other provisions of this Agreement, which shall remain in full force and effect. If any of the provisions of this Agreement shall be deemed to be unenforceable by reason of its extent, duration, scope or otherwise, then the Parties contemplate that the court making such determination shall enforce the remaining provisions of this Agreement, and shall reduce such extent, duration, scope, or other provision and shall enforce them in their reduced form for all purposes contemplated by this Agreement. No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

**XIII. ENTIRE AGREEMENT: ETC.**

This Agreement expresses the full and complete understanding of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, agreements, representations and understandings, whether written or oral, with respect to the subject matter. This Agreement may not be amended or modified except in writing signed by each of the Parties hereto. This Agreement shall be construed as to its fair meaning and not strictly for or against either Party. The headings hereof are descriptive only and not to be construed in interpreting the provisions hereof.

**XIV. COUNTERPARTS: AUTHORITY TO SIGN**

This Agreement may be executed in any number of counterparts, each of which will constitute an original and all of which, when taken together, will constitute one agreement. Any signature pages of this Agreement transmitted by facsimile or sent by email in portable document format (PDF) will have the same legal effect as an original executed signature page. Each of the persons signing on behalf of a Party hereto represents that they have the right and power to execute this Agreement on such Party's behalf.

**\*\*SEE FOLLOWING PAGE FOR SIGNATURES\*\***



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in their behalf.

**CITY OF LINDSAY:**

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

BY: \_\_\_\_\_

Daymon Qualls, City Manager

\_\_\_\_\_  
City Clerk

**VL FRIDAY NIGHT MARKET:**

VL Friday Night Market  
1121 Maple Ave.  
Lindsay, CA 932147

\_\_\_\_\_  
Virginia Loya, Lead Entity of VL Friday Night Market




APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

# Friday Night Market Boundaries



## Legend

-  Market Boundaries
-  Northern Portion of Street
-  Public Parking Lot

-  Downtown Fire Site
- Allowed Uses:
  - Market eating & seating area
  - Market vendor space
  - *No heavy vehicles allowed*



**"Friday Night Market Boundaries" exhibit map signed and accepted respective to I. Scope of Services  
Section A of the Agreement Between the City of Lindsay and VL Friday Night Market for Services  
Regarding the Friday Night Market**

**City of Lindsay:**

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

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Daymon Qualls, City Manager

**Date:** \_\_\_\_\_

**VL Friday Night Market:**

VL Friday Night Market  
1121 Maple Ave.  
Lindsay, CA, 93247

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

Virginia Loya, Lead Entity of  
VL Friday Night Market

**Date:**  
\_\_\_\_\_



## STAFF REPORT

TO: Lindsay City Council

MEETING DATE: September 24, 2024

Item #: 12.4  
Action Items

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**DEPARTMENT:** City Manager

**FROM:** Daymon Qualls, City Manager

**AGENDA TITLE:** Resolution No. 24-35 Memorializing the Receipt of SQM Settlement Funds and Restricting the use of Said Funds

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### **ACTION & RECOMMENDATION**

Adopt Resolution No. 24-35 memorializing the receipt of \$6,550,533.74 in settlement funds from SQM North America Corporation into the water enterprise account and designate these funds to be used exclusively for the design, installation, and ongoing maintenance and operation of a two-stage ion exchange treatment system for Well 11; and prohibit the use or transfer of these funds for any purpose other than the rehabilitation of Well 11 and improvement to the City's water system.

### **BACKGROUND | ANALYSIS**

In 2007, new state regulations limited the concentration of perchlorate in drinking water. Perchlorate, a toxic chemical that disrupts iodine absorption, was found as an impurity in sodium nitrate fertilizer imported from Chile by SQM since the late 1920s. This fertilizer was widely used by California citrus growers, including those in the Lindsay area, during World War II.

Testing revealed that Well 11 had perchlorate levels exceeding the allowable maximum, prompting the City to receive a compliance order from the State Water Board. This order required the City to either remediate the well or remove it from service. Additionally, nitrate levels in the well were also above the allowable limits. Consequently, Well 11 has been out of service since 2008. A feasibility study later recommended installing a two-stage ion exchange treatment plant to address the perchlorate and nitrate contamination, with an estimated cost of \$5 million. The perchlorate treatment alone would cost approximately \$2.5 million if done separately.

In late 2010, the City filed a lawsuit against SQM in the federal district court for the Eastern District of California to recover anticipated treatment costs for Well 11. This case was one of two filed by California cities against SQM for perchlorate contamination; the other involved the City of Pomona, which had over a dozen contaminated wells.

The lawsuits relied on isotopic analysis by Dr. Neil Sturchio from the University of Illinois, who could distinguish perchlorate from the Atacama Desert in Chile, where SQM sourced its raw material, from other sources. However, the judge in Pomona's case deemed Dr. Sturchio's method unreliable and barred his testimony, leading to a stay in the Lindsay case. The Ninth Circuit Court of Appeals later reversed this decision, but further errors led to multiple trials, with the final verdict in August 2021 awarding Pomona \$48.1 million in damages. This amount was later reduced to \$30.2 million on appeal.

Following Pomona's victory, Lindsay requested to lift the stay in its case in late 2021. The case was reassigned to a new judge, who scheduled a status conference. At this conference, the parties agreed to exchange discovery in preparation for mediation on July 15, 2023.

On September 10, 2024, the City of Lindsay reached a \$9.5 million settlement with SQM North America Corporation. The net distribution to the City after payment of attorney fees and case costs is \$6,550,533.74.

### ISSUE:

The primary issue before the City Council is to formally acknowledge the receipt of the settlement funds into the City's water enterprise account and ensure their appropriate use. The funds must be used exclusively for the rehabilitation of Well 11 including design, installation, and on-going maintenance and operation of a two-stage ion exchange treatment system, and improving the City's water system. It is crucial to restrict the use of these funds to prevent any diversion for unrelated purposes.

### DISCUSSION:

The settlement funds are vital for covering the costs associated with designing, installing, operating, and maintaining the ion exchange treatment system for Well 11. Preliminary estimates suggest that the project will cost approximately \$5 million. The remainder of the settlement amount will be allocated towards future operation and maintenance of the system. By formally memorializing the receipt of these funds for the designated project, and restricting their use for any other purpose, promotes transparency and accountability and ensures that the financial burden of such water system improvements will not fall on the residents.

The proposed resolution will:

1. **Acknowledge** the receipt of the \$6,550,533.74 in settlement funds into the City's water enterprise account.
2. **Designate** these funds solely for the rehabilitation of Well 11 including design, installation, and on-going maintenance and operation of a two-stage ion exchange treatment system and related water system enhancements.
3. **Prohibit** the use or transfer of funds for any other purpose.
4. **Ensure** accountability and proper documentation of the fund usage.

### **FISCAL IMPACT**

This item acknowledges the receipt of \$6,550,533.74 into the City's water enterprise account.

### **ATTACHMENTS**

1. Resolution 24-35

Reviewed/Approved:





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

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**NUMBER** 24-35

**TITLE** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY MEMORIALIZING THE RECEIPT OF SETTLEMENT FUNDS FROM SQM NORTH AMERICA CORPORATION AND RESTRICTING THE USE OF SUCH FUNDS FOR THE REHABILITATION OF WELL 11 AND RELATED WATER SYSTEM ENHANCEMENTS.

**MEETING** At a regularly scheduled meeting of the City of Lindsay City Council held on September 24, 2024, at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

**WHEREAS**, the City of Lindsay has reached a settlement agreement with SQM North America Corporation, resulting in the receipt of \$6,550,533.74 (Six Million Five Hundred Fifty Thousand Five Hundred Thirty-Three Dollars and Seventy-Four Cents) in settlement funds; and

**WHEREAS**, the settlement funds are intended to cover costs associated with the design, installation, ongoing maintenance, and operation of a two-stage ion exchange treatment system for Well 11, in addition to improving the City's water system; and

**WHEREAS**, it is crucial to restrict the use of these funds to ensure they are used exclusively for the designated project and to prevent diversion for unrelated purposes; and

**WHEREAS**, the City Council desires to promote transparency, accountability, and proper documentation of fund usage;

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

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

1. **Acknowledgement of Funds:** The City Council formally acknowledges the receipt of \$6,550,533.74 in settlement funds from SQM North America Corporation, now deposited into the City's water enterprise account.
2. **Designation of Funds:** The funds shall be used exclusively for the rehabilitation of Well 11, which includes the design, installation, ongoing maintenance, and operation of a two-stage ion exchange treatment system, as well as related enhancements to the City's water system.
3. **Restriction on Use:** The use or transfer of these funds for any purpose other than the aforementioned rehabilitation of Well 11 and water system improvements is hereby prohibited.



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

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4. **Accountability and Documentation:** The City shall ensure proper documentation and accountability for the usage of these funds in alignment with the purposes set forth in this resolution.

MEETING DATE	September 24, 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



**STAFF REPORT**

**TO:** Lindsay City Council

**MEETING DATE:** September 24, 2024

**Item #: 13.1**  
**Discussion Items**

**DEPARTMENT:** City Manager

**FROM:** Daymon Qualls, City Manager

**AGENDA TITLE:** Opportunities for Developing City-Owned Vacant Properties

**ACTION & RECOMMENDATION**

Review a presentation on select City-owned vacant properties, discuss and evaluate potential development opportunities for each site, and provide guidance to staff based on their findings.

**BACKGROUND | ANALYSIS**

As the City of Lindsay explores new development and redevelopment opportunities, it is important to consider the potential of City-owned vacant properties. Currently, there are two such properties that have been vacant for several years and are of particular interest. With renewed focus on downtown revitalization, staff seeks Council's direction on the following:

Vacant Lot – Corner of Honolulu and Elmwood

In June 2021, a fire severely damaged a half-block area on the corner of Elmwood and Honolulu in downtown Lindsay, destroying four businesses. In response, \$250,000 in ARPA funds were later allocated for debris removal. In July 2023, the City Council approved the Downtown Lindsay Demolition and Cleanup Project, awarding a \$247,000 contract to Resource Environmental, Inc. The project was completed in September 2023.

In February 2024, City staff met with KriStar Development LLC, which expressed interest in purchasing the property. KriStar proposed developing 108 residential units and three commercial lease spaces. However, in May 2024, the sale was put on hold pending the outcome of a water study.

An appraisal report prepared by Dennis L. Schneider in April of 2024 concluded that the current market value for these properties is \$390,000.

284 Hermosa Street

Acquired from the Bank of the Sierra after foreclosure, this property was formerly a local church. It has been vacant for an extended period, with boarded-up windows and recent fire damage to the interior. There has been interest from certain developers for converting the structure into a quick-service food establishment. However, there have reportedly been discussions with Self Help Enterprises regarding remodeling the structure and using it for office space for public benefit purposes.

Discussion:

Considering the information provided, staff is seeking Council's input on how to proceed with both locations. Staff is prepared to act swiftly, based on Council's direction.

**FISCAL IMPACT**

The fiscal impact of this item is yet to be determined.

**ATTACHMENTS**

- 1. Presentation – Vacant City-Owned Properties

Reviewed/Approved. 



**CITY-OWNED**

**VACANT PROPERTIES**



Presentation to the Lindsay City Council  
September 24, 2024



# CITY-OWNED

## 100 Elmwood Avenue

- Current Use: Vacant
- Historic Use: Retail



# Downtown Lindsay Re-Development Project

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RISING UP FROM THE ASHES... EMERGES THE JEWEL OF THE CENTRAL VALLEY



KriStar Development

## Our Vision

KriStar Development LLC proposes 108 residential units and 3 lease spots for commercial use.

We want to bring economic viability back to Downtown Lindsay, give it a beautiful new image, and draws in further investment opportunities in the affected area and to Lindsay as a whole.

KriStar Development LLC Proposes that the first floor be retail and commercial. We want a retail space for the lot on the corner of Honolulu St and Elmwood Ave and a grocery store for the larger lot on the corner of Apia St and Elmwood Ave. The center lot marked Lot 3 would be reserved for a parking garage.



# Our Proposal -Concept I: BRICK AND GLASS

We envision having well-lit retail stores and a large mall on the first floor and then subterranean parking with surface parking totaling 150. The second floor to the Fourth floor consists of one-bedroom units and two-bedroom units



**Our Proposal -Concept II: BRICK AND GLASS**

*We envision having well-lit retail stores and a large mall on the first floor and then subtle green parking with surface parking totaling 150. The second floor to the Fourth floor consists of one-bedroom units and two-bedroom units*





# Our Proposal -Concept III: BRICK AND GLASS

*We envision having well-fit retail stores and a large mall on the first floor and then subterranean parking with surface parking totaling 150. The second floor to the Fourth floor consists of one-bedroom units and two-bedroom units*



# CITY-OWNED

## 284 Hermosa Street

- Current Use: Vacant
- Building Sq. Ft.: 4,800
- Historic Use: Church
- Year Built: 1926





The background features the official seal of the University of California, which is a circular emblem. It depicts a central building with a bell tower, surrounded by a landscape of rolling hills, a vineyard, and a path leading to the building. The seal is set against a light blue background with the words 'UNIVERSITY OF CALIFORNIA' partially visible around the perimeter.

**DISCUSSION...**