



# LINDSAY CITY COUNCIL REGULAR MEETING AGENDA

October 8, 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, October 8, 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. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE** – The pledge of allegiance to be led by Mayor Pro Tem Flores
4. **ROLL CALL**
5. **APPROVAL OF AGENDA**
6. **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.
7. **COUNCIL REPORT**
8. **STAFF UPDATES** – City Services, Finance, Human Resources, Public Safety, Recreation Services
9. **CITY MANAGER REPORT**

**10. 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.

**10.1 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

**10.2 Minutes of the Regular and/or Special Meeting of September 24, 2024.**

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

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

**10.3 Warrant List for September 16, 2024 Through October 29, 2024.**

**Action & Recommendation:** Accept the Warrant List for transactions dated September 16, through September 29, 2024.

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

**10.4 September 2024 Monthly Treasurer's Report.**

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

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

**10.5 Second Reading of Ordinance No. 614 Approving zone Change No. 24-01.**

**Action & Recommendation:** Approve the second reading of Ordinance No. 614, an Ordinance of the City Council of the City of Lindsay approving Zone Change No. 24-01 amending the Zoning Designation from R-1-7 to R-1-5 for a 9.10-acre project site located north of Tulare Road on the west side of Oak Avenue (APN 199-050-055), and the Lindsay Zoning Map as adopted by Ordinance 437 of the City of Lindsay; and authorization to waive full reading of said ordinance and authorize reading by title only.

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

**11. ACTION ITEMS**

**11.1 Lindsay Rib Cook-off Special Event Permit and Fee Waiver.**

**Action & Recommendation:** Approve Special Event Permit No. 24-08 for the 14th Annual Lindsay Rib Cook-Off Event in downtown Lindsay scheduled for November 2, 2024; and approve Fee Waiver for the event, contingent upon the City receiving all necessary documentation for the permit.

**Submitted by:** Ryan Heinks, Acting Director of City Services

**11.2 League of Cities Annual Conference Proposed Resolution(s).**

**Action & Recommendation:** Review the Resolution(s) being proposed for the 2024 League of Cities Annual Conference General Assembly and determine a City position for the Voting Delegate as they represent the City.

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

**11.3 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

**11.4 Lindsay Economic Development Committee Member Selection.**

**Action & Recommendation:** Select up to five (5) members from the applications provided to serve as the Committee Members for the Lindsay Economic Development Committee; and select two (2) Council members and three (3) City staff to serve as the remaining members

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

**11.5 Operations and Maintenance Agreement with Porterville Citrus, Inc.**

**Action & Recommendation:** Approve Resolution 24-36, authorizing the City Manager to execute an Operations and Maintenance Agreement for a conveyor bridge owned and operated by Porterville Citrus, Inc once all requirements are met.

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

**11.6 Work Authorization for QK, Inc for Construction Staking Services.**

**Action & Recommendation:** Authorize the Mayor or Mayor Pro Tem to execute an extra Work Authorization with the City's contract City Engineer firm QK, Inc., in an amount not to exceed \$66,700 for Construction Staking Services for the Olive Bowl and Kaku Park Renovation Project.

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

**12. DISCUSSION ITEMS**

**12.1 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.

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

**13. REQUEST FOR FUTURE ITEMS**

**14. 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 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, October 3, 2024

  
Maegan Peton, City Clerk



# LINDSAY CITY COUNCIL REGULAR MEETING MINUTES

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

Tuesday, September 24, 2024  
6:00 p.m. – Regular Meeting

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

**STAFF PRESENT:** City Manager Daymon Qualls, City Attorney Megan Crouch, City Clerk Maegan Peton, Director of Public Safety Rob Moore, Director of Recreation Services Armando da Silva, Acting Human Resources Manager Lance Rowell, Director of Finance Lacy Meneses, Administrative Supervisor Vanessa Duran, Lieutenant Ryan Heinks, Acting Director of City Services Joseph Avina, Administrative Supervisor Marshall Chairez

## 6:00 p.m. – REGULAR MEETING

### 1. CALL TO ORDER

Mayor Serna called to order the regular meeting of the Lindsay City Council at 5:59 p.m. in the Council Chamber located at 251 E. Honolulu St.

### 2. ROLL CALL

**Council Present:** Mayor Serna  
Mayor Pro Tem Yolanda Flores  
Councilmember Hipolito Cerros (left at 7:23 pm)  
Councilmember Roseana Sanchez  
Councilmember Misty Villarreal

### 3. PLEDGE OF ALLEGIANCE AND INVOCATION

The Pledge of Allegiance was led by Councilmember Sanchez and the invocation was provided by Pastor Jim Wolstenholm of the Lindsay Church of the Nazarene. The Pledge of Allegiance and Invocation were provided after item 1, Call to Order.

### 4. APPROVAL OF AGENDA

It was motioned by Councilmember Cerros, seconded by Councilmember Sanchez, and unanimously carried to approve the agenda.

### 5. PUBLIC COMMENT

Mercy Herrera provided comment pertaining to the Veritas Art Center and extended an invite to Council.

Virginia Loya provided comment pertaining to the Baked Potato Fundraiser.

### 6. COUNCIL REPORT

Mayor Serna reported that he attended the Olive Bowl Groundbreaking, TCAG, TCRTA, the Candidate Forum, the City Town Hall Meeting, and Badge Pinning Ceremony for Rob Moore, and the Marquee lighting for the Lindsay Community Theater.

Councilmember Villarreal reported on the Varela Boxing and advised the local Miguel Padraza will be competing in Nationals. She also reported that she attended TCAG, the

Candidate Forum, the City Town Hall Meeting, Badge Pinning Ceremony for Rob Moore, the Olive Bowl Groundbreaking and invited the community to the Volleyball game for Alt Ed at JJ Cairns.

Mayor Pro Tem Flores reported that she attended the Olive Bowl Groundbreaking Ceremony.

Councilmember Cerros thanked Mayor Serna for attending the Tulare County Fair Luncheon. He reported that he attended the Badge Pinning Ceremony for Rob Moore, the Olive Bowl Groundbreaking, and the City Town Hall Meeting.

Councilmember Sanchez reported that she attended the City Town Hall Meeting.

## 7. **STAFF UPDATES**

City staff provided updates for Council Review.

## 8. **CITY MANAGER REPORT**

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

## 9. **RECOGNITION**

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

Mayor Serna presented a Resolution of Commendation to Administrative Supervisor Vanessa Duran for her time spent as Acting Human Resources Manager.

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

Mayor Serna presented a Resolution of Commendation to Lieutenant Ryan Heinks for his time spent as Acting Director of Public Safety.

## 10. **PRESENTATIONS**

### 10.1 **City Assistance Program**

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

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

## 11. **CONSENT CALENDAR**

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

### 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.

### 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 transaction dates of 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 from TCAG.

**Public Comment:** Mercy Herrera provided public comment in support of this item.

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

### 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

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

**Council Action:** It was motioned by Mayor Pro Tem Flores, seconded by Councilmember Sanchez, and carried 4 to 1 (Councilmember Cerros abstained) to approve the contract for Construction Management Services with 4CREEKS.

### 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

**Public Comment:** Mercy Herrera provided public comment in support of the VL Friday Night Market.

**Council Action:** It was motioned by Councilmember Villarreal, seconded by Mayor Serna, and unanimously carried table this item to a future meeting to provide Council with more time to review the attached contract.

**A short recess was taken from 7:18 p.m. to 7:23 p.m.**

### 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

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

**Council Action:** It was motioned by Mayor Pro Tem Flores, seconded by Councilmember Sanchez, and carried 4 to 0 (Councilmember Cerros absent) to approve the item as presented.

**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

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

**Council Action:** This item was taken out of order after item 12.3. It was motioned by Councilmember Cerros, seconded by Mayor Pro Tem Flores, and unanimously carried to table this item until a future meeting so all Council will be present.

**14. EXECUTIVE (CLOSED) SESSION**

Council adjourned to closed session at 7:31 p.m.

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

Significant Exposure to Litigation

Pursuant to § 54956.9(b): 1 Case

Council adjourned from closed session at 7:39 p.m.

**EXECUTIVE CLOSED SESSION REPORT**

Mayor Serna advised there was no reportable action.

**15. REQUEST FOR FUTURE ITEMS**

Mayor Pro Tem Flores requested staff to look into potential rezoning for 396 Oxford, Lindsay CA 93247 at the request of the resident at that address. Council provided consensus.

**16. ADJOURNMENT**

The regular meeting was adjourned at 7:43 p.m.

Approved by Council: October 8, 2024.

\_\_\_\_\_  
Ramiro Serna, Mayor Pro Tem

ATTEST:

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

*The next Regular Meeting of the Lindsay City Council is scheduled to be held on October 8, 2024.*



# STAFF REPORT

TO: Lindsay City Council  
MEETING DATE: October 8, 2024

Item #: 10.3  
Consent

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**DEPARTMENT:** Finance  
**FROM:** Lacy Meneses, Director of Finance  
**AGENDA TITLE:** Warrant List for September 16, Through September 29, 2024

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## ACTION & RECOMMENDATION

Accept the Warrant List for transactions dated September 16, through September 29, 2024.

## BACKGROUND | ANALYSIS

The warrant list for September 16, through September 29, 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:

9/16/24 THROUGH 9/29/24

| Check#       | Fund                           | Date     | Vendor # | Vendor Name         | Description         | Amount            |
|--------------|--------------------------------|----------|----------|---------------------|---------------------|-------------------|
| <b>26689</b> |                                |          |          |                     |                     | <b>\$649.29</b>   |
|              | 101 - GENERAL FUND             | 09/17/24 | 2873     | ADVANTAGE ANSWERING | 9/1/24-9/30/24      | 129.86            |
|              | 101 - GENERAL FUND             | 09/17/24 | 2873     | ADVANTAGE ANSWERING | 9/1/24-9/30/24      | 129.86            |
|              | 552 - WATER                    | 09/17/24 | 2873     | ADVANTAGE ANSWERING | 9/1/24-9/30/24      | 129.86            |
|              | 553 - SEWER                    | 09/17/24 | 2873     | ADVANTAGE ANSWERING | 9/1/24-9/30/24      | 129.86            |
|              | 554 - REFUSE                   | 09/17/24 | 2873     | ADVANTAGE ANSWERING | 9/1/24-9/30/24      | 129.85            |
| <b>26690</b> |                                |          |          |                     |                     | <b>\$15.00</b>    |
|              | 101 - GENERAL FUND             | 09/17/24 | 6362     | AMERICAN BUSINESS M | PS-TONER            | 15                |
| <b>26691</b> |                                |          |          |                     |                     | <b>\$1,002.88</b> |
|              | 101 - GENERAL FUND             | 09/17/24 | 6600     | AMERICAN HERITAGE L | ACCIDENT PLAN       | 1002.88           |
| <b>26692</b> |                                |          |          |                     |                     | <b>\$1,339.00</b> |
|              | 400 - WELLNESS CENTER          | 09/17/24 | 3898     | AMERICAN INCORPORAT | WC-HVAC QTRLY MAINT | 1339              |
| <b>26693</b> |                                |          |          |                     |                     | <b>\$100.00</b>   |
|              | 400 - WELLNESS CENTER          | 09/17/24 | 6950     | ANA CARRETERO       | AUG. ZUMBA CLASSES  | 100               |
| <b>26694</b> |                                |          |          |                     |                     | <b>\$160.00</b>   |
|              | 400 - WELLNESS CENTER          | 09/17/24 | 4393     | ANITA GUSTUSON      | REFUND 8MONTHS MBRS | 160               |
| <b>26695</b> |                                |          |          |                     |                     | <b>\$250.00</b>   |
|              | 400 - WELLNESS CENTER          | 09/17/24 | 5819     | ANITA GUTIERREZ     | AUG ZUMBA CLASSES   | 250               |
| <b>26696</b> |                                |          |          |                     |                     | <b>\$362.16</b>   |
|              | 101 - GENERAL FUND             | 09/17/24 | 3428     | AT&T MOBILITY       | CM-287297286867 SEP | 80.48             |
|              | 101 - GENERAL FUND             | 09/17/24 | 3428     | AT&T MOBILITY       | FD-287297286867 SEP | 40.24             |
|              | 101 - GENERAL FUND             | 09/17/24 | 3428     | AT&T MOBILITY       | PS-287297286867 SEP | 80.48             |
|              | 101 - GENERAL FUND             | 09/17/24 | 3428     | AT&T MOBILITY       | CS-287297286867 SEP | 120.72            |
|              | 400 - WELLNESS CENTER          | 09/17/24 | 3428     | AT&T MOBILITY       | WC-287297286867 SEP | 40.24             |
| <b>26697</b> |                                |          |          |                     |                     | <b>\$258.69</b>   |
|              | 101 - GENERAL FUND             | 09/17/24 | 5457     | AUTO ZONE COMMERCIA | BATTERY             | 110.74            |
|              | 101 - GENERAL FUND             | 09/17/24 | 5457     | AUTO ZONE COMMERCIA | NON-AUTOMOTIVE OIL  | 6.45              |
|              | 101 - GENERAL FUND             | 09/17/24 | 5457     | AUTO ZONE COMMERCIA | TURTLE WAX CAR WASH | 31.09             |
|              | 101 - GENERAL FUND             | 09/17/24 | 5457     | AUTO ZONE COMMERCIA | WIPER BLADES        | 83.16             |
|              | 101 - GENERAL FUND             | 09/17/24 | 5457     | AUTO ZONE COMMERCIA | WP ROCKER,TERM QD   | 27.25             |
| <b>26698</b> |                                |          |          |                     |                     | <b>\$570.00</b>   |
|              | 552 - WATER                    | 09/17/24 | 7111     | BELMAN BROS TIRES   | TRUCK#26-NEW TIRES  | 114               |
|              | 553 - SEWER                    | 09/17/24 | 7111     | BELMAN BROS TIRES   | TRUCK#26-NEW TIRES  | 456               |
| <b>26699</b> |                                |          |          |                     |                     | <b>\$7,117.82</b> |
|              | 552 - WATER                    | 09/17/24 | 051      | BSK                 | CRYPTO & GIARDIA TE | 2020              |
|              | 552 - WATER                    | 09/17/24 | 051      | BSK                 | DRINKING WATER-BACT | 3793.75           |
|              | 553 - SEWER                    | 09/17/24 | 051      | BSK                 | WASTE WATER MONTHLY | 804.69            |
|              | 556 - VITA-PAKT                | 09/17/24 | 051      | BSK                 | VITA-PAKT WASTE WAT | 499.38            |
| <b>26700</b> |                                |          |          |                     |                     | <b>\$1,770.72</b> |
|              | 101 - GENERAL FUND             | 09/17/24 | 6351     | CANON FINANCIAL SER | HR-2UL13500 AUG 202 | 270               |
|              | 101 - GENERAL FUND             | 09/17/24 | 6351     | CANON FINANCIAL SER | CM-2UL13336 AUG 202 | 270               |
|              | 101 - GENERAL FUND             | 09/17/24 | 6351     | CANON FINANCIAL SER | FD-2XK04886 AUG 202 | 270               |
|              | 101 - GENERAL FUND             | 09/17/24 | 6351     | CANON FINANCIAL SER | CS-2YJ16699 AUG 202 | 270               |
|              | 101 - GENERAL FUND             | 09/17/24 | 6351     | CANON FINANCIAL SER | PS-2XK04493 AUG 202 | 270               |
|              | 101 - GENERAL FUND             | 09/17/24 | 6351     | CANON FINANCIAL SER | PS-4QV00754 AUG 202 | 270               |
|              | 400 - WELLNESS CENTER          | 09/17/24 | 6351     | CANON FINANCIAL SER | WC-#2UL13180 SEPT.  | 150.72            |
| <b>26701</b> |                                |          |          |                     |                     | <b>\$5,050.00</b> |
|              | 261 - GAS TAX FUND             | 09/17/24 | 1702     | SCA OF CA, LLC      | AUG AIR SWEEPING    | 5050              |
| <b>26702</b> |                                |          |          |                     |                     | <b>\$166.00</b>   |
|              | 400 - WELLNESS CENTER          | 09/17/24 | 5832     | CINTAS CORPORATION  | SIG DUALTP RFL PAPE | 166               |
| <b>26703</b> |                                |          |          |                     |                     | <b>\$134.00</b>   |
|              | 101 - GENERAL FUND             | 09/17/24 | 279      | CITY OF PORTERVILLE | ANIMAL SERVICES     | 134               |
| <b>26704</b> |                                |          |          |                     |                     | <b>\$5,054.00</b> |
|              | 400 - WELLNESS CENTER          | 09/17/24 | 6090     | CLEAN CUT LANDSCAPE | WC-AUG LANDSCAPE SV | 1779              |
|              | 883 - SIERRA VIEW ASSESSMENT   | 09/17/24 | 6090     | CLEAN CUT LANDSCAPE | AUG-SIERRA VIEW EST | 1298              |
|              | 884 - HERITAGE ASSESSMENT DIST | 09/17/24 | 6090     | CLEAN CUT LANDSCAPE | AUG-HERITAGE PARK L | 315               |
|              | 886 - SAMOA                    | 09/17/24 | 6090     | CLEAN CUT LANDSCAPE | AUG-SAMOA TOWNHOMES | 154               |
|              | 887 - SWEETBRIER TOWNHOUSES    | 09/17/24 | 6090     | CLEAN CUT LANDSCAPE | SWEETBRIER/HERMOSA  | 546               |
|              | 888 - PARKSIDE                 | 09/17/24 | 6090     | CLEAN CUT LANDSCAPE | AUG-PARKSIDE LDSCP  | 225               |
|              | 889 - SIERRA VISTA ASSESSMENT  | 09/17/24 | 6090     | CLEAN CUT LANDSCAPE | AUG-SIERRA VISTA ES | 97                |
|              | 890 - MAPLE VALLEY ASSESSMENT  | 09/17/24 | 6090     | CLEAN CUT LANDSCAPE | AUG-MAPLE VALLEY LD | 55                |
|              | 891 - PELOUS RANCH             | 09/17/24 | 6090     | CLEAN CUT LANDSCAPE | AUG-PELOUS RANCH LS | 585               |
| <b>26705</b> |                                |          |          |                     |                     | <b>\$4,791.62</b> |
|              | 101 - GENERAL FUND             | 09/17/24 | 6672     | COLBY'S TIRE,TOWING | LIC#1226638-FUEL FI | 791.71            |
|              | 101 - GENERAL FUND             | 09/17/24 | 6672     | COLBY'S TIRE,TOWING | LIC#1361755-LUBE,OI | 123.75            |
|              | 101 - GENERAL FUND             | 09/17/24 | 6672     | COLBY'S TIRE,TOWING | LIC#1361776-TIRE    | 322.1             |
|              | 101 - GENERAL FUND             | 09/17/24 | 6672     | COLBY'S TIRE,TOWING | LIC#1361778-LUBE,BR | 510.26            |
|              | 101 - GENERAL FUND             | 09/17/24 | 6672     | COLBY'S TIRE,TOWING | LIC#1361786-LUBE,FI | 238.74            |
|              | 101 - GENERAL FUND             | 09/17/24 | 6672     | COLBY'S TIRE,TOWING | LIC#1361787-TIRE,LU | 498.57            |
|              | 101 - GENERAL FUND             | 09/17/24 | 6672     | COLBY'S TIRE,TOWING | LIC#1361787-VALVE S | 24.53             |
|              | 101 - GENERAL FUND             | 09/17/24 | 6672     | COLBY'S TIRE,TOWING | LIC#1389807-TIRE    | 289.75            |
|              | 101 - GENERAL FUND             | 09/17/24 | 6672     | COLBY'S TIRE,TOWING | LIC#1405530-LIGHT B | 120               |
|              | 101 - GENERAL FUND             | 09/17/24 | 6672     | COLBY'S TIRE,TOWING | LIC#1405531-OIL CHA | 632.67            |
|              | 101 - GENERAL FUND             | 09/17/24 | 6672     | COLBY'S TIRE,TOWING | LIC#1405532-TIRE    | 268               |
|              | 101 - GENERAL FUND             | 09/17/24 | 6672     | COLBY'S TIRE,TOWING | LIC#1606856-TIRES   | 591.73            |
|              | 101 - GENERAL FUND             | 09/17/24 | 6672     | COLBY'S TIRE,TOWING | LIC#1609051-BATTERY | 379.81            |



|              |                                |          |      |                     |                     |                    |
|--------------|--------------------------------|----------|------|---------------------|---------------------|--------------------|
|              | 101 - GENERAL FUND             | 09/17/24 | 1565 | OACYS.COM INC       | DOMAIN PARKING & DN | 13.95              |
| <b>26737</b> |                                |          |      |                     |                     | <b>\$2,010.67</b>  |
|              | 552 - WATER                    | 09/17/24 | 6673 | PACE SUPPLY CORP    | PVC PIPES,COUPLINGS | 2010.67            |
| <b>26738</b> |                                |          |      |                     |                     | <b>\$166.34</b>    |
|              | 600 - CAPITAL IMPROVEMENT      | 09/17/24 | 276  | PORTERVILLE RECORDE | RFQ-OLIVE BOWL/KAKU | 166.34             |
| <b>26739</b> |                                |          |      |                     |                     | <b>\$15,027.86</b> |
|              | 101 - GENERAL FUND             | 09/17/24 | 3036 | PRO FORCE LAW ENFOR | PS-BVP VEST GRANT   | 8013.86            |
|              | 101 - GENERAL FUND             | 09/17/24 | 3036 | PRO FORCE LAW ENFOR | PS-BVP VEST GRANT   | 7014               |
| <b>26740</b> |                                |          |      |                     |                     | <b>\$436.01</b>    |
|              | 101 - GENERAL FUND             | 09/17/24 | 285  | QUILL CORPORATION   | TONER,CARTIDGE,PAPE | 436.01             |
| <b>26741</b> |                                |          |      |                     |                     | <b>\$0.00</b>      |
|              | 552 - WATER                    | 09/17/24 | 6095 | RALPH GUTIERREZ WAT | AUG CPO WATER TREAT | 0                  |
|              | 553 - SEWER                    | 09/17/24 | 6095 | RALPH GUTIERREZ WAT | AUG CPO SEWER TREAT | 0                  |
| <b>26742</b> |                                |          |      |                     |                     | <b>\$108.00</b>    |
|              | 101 - GENERAL FUND             | 09/17/24 | 5843 | REYNALDO CEBALLOS   | MEAL STIPEND-LDSCP  | 108                |
| <b>26743</b> |                                |          |      |                     |                     | <b>\$591.20</b>    |
|              | 552 - WATER                    | 09/17/24 | 7197 | ROCHE OIL INC       | GUARDSMAN FG 32 DEE | 591.2              |
| <b>26744</b> |                                |          |      |                     |                     | <b>\$225.00</b>    |
|              | 400 - WELLNESS CENTER          | 09/17/24 | 3208 | SHANNON PATTERSON   | AUG CHAIR,S&B CLASS | 225                |
| <b>26745</b> |                                |          |      |                     |                     | <b>\$1,340.46</b>  |
|              | 553 - SEWER                    | 09/17/24 | 307  | SILVAS OIL COMPANY  | WWTP-MOBILGEARS     | 1340.46            |
| <b>26746</b> |                                |          |      |                     |                     | <b>\$140.07</b>    |
|              | 101 - GENERAL FUND             | 09/17/24 | 4488 | SIRCHIE ACQUISITION | TEST 15-METHAMPHETA | 140.07             |
| <b>26747</b> |                                |          |      |                     |                     | <b>\$35.63</b>     |
|              | 101 - GENERAL FUND             | 09/17/24 | 1776 | SMART & FINAL       | COFFEE CREAMER,CUPS | 35.63              |
| <b>26748</b> |                                |          |      |                     |                     | <b>\$65,610.88</b> |
|              | 101 - GENERAL FUND             | 09/17/24 | 310  | SOUTHERN CA. EDISON | 600001505934-LATE F | 263.71             |
|              | 101 - GENERAL FUND             | 09/17/24 | 310  | SOUTHERN CA. EDISON | 700141289638-LATE F | 16.12              |
|              | 101 - GENERAL FUND             | 09/17/24 | 310  | SOUTHERN CA. EDISON | 600001505934        | 3136.48            |
|              | 101 - GENERAL FUND             | 09/17/24 | 310  | SOUTHERN CA. EDISON | 600001505934        | 5516.46            |
|              | 101 - GENERAL FUND             | 09/17/24 | 310  | SOUTHERN CA. EDISON | 600001505934        | 48.22              |
|              | 101 - GENERAL FUND             | 09/17/24 | 310  | SOUTHERN CA. EDISON | 600001505934        | 1694.25            |
|              | 261 - GAS TAX FUND             | 09/17/24 | 310  | SOUTHERN CA. EDISON | 113 W HICKORY       | 42.07              |
|              | 261 - GAS TAX FUND             | 09/17/24 | 310  | SOUTHERN CA. EDISON | 600001505934        | 6448.19            |
|              | 552 - WATER                    | 09/17/24 | 310  | SOUTHERN CA. EDISON | 600001505934        | 38186.43           |
|              | 553 - SEWER                    | 09/17/24 | 310  | SOUTHERN CA. EDISON | 600001505934        | 655.72             |
|              | 553 - SEWER                    | 09/17/24 | 310  | SOUTHERN CA. EDISON | WWTP-23611 RD 196   | 7823.27            |
|              | 556 - VITA-PAKT                | 09/17/24 | 310  | SOUTHERN CA. EDISON | 600001505934        | 410.59             |
|              | 883 - SIERRA VIEW ASSESSMENT   | 09/17/24 | 310  | SOUTHERN CA. EDISON | 600001505934        | 288.92             |
|              | 884 - HERITAGE ASSESSMENT DIST | 09/17/24 | 310  | SOUTHERN CA. EDISON | 600001505934        | 96.94              |
|              | 886 - SAMOA                    | 09/17/24 | 310  | SOUTHERN CA. EDISON | 600001505934        | 35.92              |
|              | 887 - SWEETBRIER TOWNHOUSES    | 09/17/24 | 310  | SOUTHERN CA. EDISON | 600001505934        | 27.31              |
|              | 888 - PARKSIDE                 | 09/17/24 | 310  | SOUTHERN CA. EDISON | 600001505934        | 96.68              |
|              | 889 - SIERRA VISTA ASSESSMENT  | 09/17/24 | 310  | SOUTHERN CA. EDISON | 600001505934        | 209.92             |
|              | 890 - MAPLE VALLEY ASSESSMENT  | 09/17/24 | 310  | SOUTHERN CA. EDISON | 600001505934        | 93.78              |
|              | 891 - PELOUS RANCH             | 09/17/24 | 310  | SOUTHERN CA. EDISON | 1250 PARKSIDE IRR.  | 13.57              |
|              | 891 - PELOUS RANCH             | 09/17/24 | 310  | SOUTHERN CA. EDISON | 600001505934        | 506.33             |
| <b>26749</b> |                                |          |      |                     |                     | <b>\$50.00</b>     |
|              | 552 - WATER                    | 09/17/24 | 5691 | STATE WATER RESOURC | D-1 EXAM-JONATHAN G | 50                 |
| <b>26750</b> |                                |          |      |                     |                     | <b>\$219.84</b>    |
|              | 101 - GENERAL FUND             | 09/17/24 | 6703 | STERICYCLE INC      | AUG SHRED-IT SVCS   | 45.04              |
|              | 101 - GENERAL FUND             | 09/17/24 | 6703 | STERICYCLE INC      | AUG SHRED-IT SVCS   | 90.07              |
|              | 101 - GENERAL FUND             | 09/17/24 | 6703 | STERICYCLE INC      | AUG SHRED-IT SVCS   | 84.73              |
| <b>26751</b> |                                |          |      |                     |                     | <b>\$681.51</b>    |
|              | 101 - GENERAL FUND             | 09/17/24 | 144  | THE GAS COMPANY     | 185 N GALE HILL     | 20.06              |
|              | 101 - GENERAL FUND             | 09/17/24 | 144  | THE GAS COMPANY     | 140 N MIRAGE        | 16.73              |
|              | 101 - GENERAL FUND             | 09/17/24 | 144  | THE GAS COMPANY     | 251 E HONOLULU      | 16.73              |
|              | 101 - GENERAL FUND             | 09/17/24 | 144  | THE GAS COMPANY     | 139 N SWEETBRIAR-BB | 18.49              |
|              | 400 - WELLNESS CENTER          | 09/17/24 | 144  | THE GAS COMPANY     | 740 SEQUOIA-BLDG    | 53.55              |
|              | 400 - WELLNESS CENTER          | 09/17/24 | 144  | THE GAS COMPANY     | 740 SEQUOIA-POOL    | 555.95             |
| <b>26752</b> |                                |          |      |                     |                     | <b>\$301.35</b>    |
|              | 101 - GENERAL FUND             | 09/17/24 | 5792 | THOMSON REUTERS - W | AUG ONLINE/SOFTWARE | 301.35             |
| <b>26753</b> |                                |          |      |                     |                     | <b>\$500.00</b>    |
|              | 400 - WELLNESS CENTER          | 09/17/24 | 7080 | TINA LOCKWOOD       | FOOD TRUCK TAKEOVER | 500                |
| <b>26754</b> |                                |          |      |                     |                     | <b>\$115.00</b>    |
|              | 101 - GENERAL FUND             | 09/17/24 | 7273 | T-MOBILE USA INC    | GPS LOCATE-6/28-7/0 | 115                |
| <b>26755</b> |                                |          |      |                     |                     | <b>\$69.96</b>     |
|              | 101 - GENERAL FUND             | 09/17/24 | 6413 | TRANS UNION LLC     | 7/26/24-8/25/24 SVC | 69.96              |
| <b>26756</b> |                                |          |      |                     |                     | <b>\$6.51</b>      |
|              | 101 - GENERAL FUND             | 09/17/24 | 3152 | TUL.CO.JAIL IND.ENG | VINYL SIGNS         | 6.51               |
| <b>26757</b> |                                |          |      |                     |                     | <b>\$255.88</b>    |
|              | 101 - GENERAL FUND             | 09/17/24 | 1041 | VERIZON WIRELESS    | 642065758-00001 AUG | 125.73             |
|              | 101 - GENERAL FUND             | 09/17/24 | 1041 | VERIZON WIRELESS    | 642065758-00003 AUG | 21.69              |
|              | 101 - GENERAL FUND             | 09/17/24 | 1041 | VERIZON WIRELESS    | 642065758-00003 AUG | 21.69              |
|              | 101 - GENERAL FUND             | 09/17/24 | 1041 | VERIZON WIRELESS    | 642065758-00003 AUG | 21.69              |
|              | 552 - WATER                    | 09/17/24 | 1041 | VERIZON WIRELESS    | 642065758-00003 AUG | 21.7               |
|              | 553 - SEWER                    | 09/17/24 | 1041 | VERIZON WIRELESS    | 642065758-00003 AUG | 21.69              |
|              | 554 - REFUSE                   | 09/17/24 | 1041 | VERIZON WIRELESS    | 642065758-00003 AUG | 21.69              |
| <b>26758</b> |                                |          |      |                     |                     | <b>\$1,024.96</b>  |
|              | 261 - GAS TAX FUND             | 09/17/24 | 368  | VOLLMER EXCAVATION, | TRANSFER LOAD OF CL | 587.24             |

|              |                               |          |      |                     |                     |                    |
|--------------|-------------------------------|----------|------|---------------------|---------------------|--------------------|
|              | 261 - GAS TAX FUND            | 09/17/24 | 368  | VOLLMER EXCAVATION, | TRANSFER LOAD OF DG | 437.72             |
| <b>26759</b> |                               |          |      |                     |                     | <b>\$1,458.47</b>  |
|              | 552 - WATER                   | 09/17/24 | 612  | WEISENBERGERS ACE H | 14" CUT OFF SAW     | 677.35             |
|              | 552 - WATER                   | 09/17/24 | 612  | WEISENBERGERS ACE H | RATCHETING WRNCH SE | 51.89              |
|              | 553 - SEWER                   | 09/17/24 | 612  | WEISENBERGERS ACE H | 14" CUT OFF SAW     | 677.34             |
|              | 553 - SEWER                   | 09/17/24 | 612  | WEISENBERGERS ACE H | RATCHETING WRNCH SE | 51.89              |
| <b>26760</b> |                               |          |      |                     |                     | <b>\$74,932.13</b> |
|              | 600 - CAPITAL IMPROVEMENT     | 09/17/24 | 7253 | WESTSCAPES INC      | ROUNDAABOUT LDSCP   | 74932.13           |
| <b>26761</b> |                               |          |      |                     |                     | <b>\$1,584.47</b>  |
|              | 552 - WATER                   | 09/17/24 | 3576 | WHITE CAP, L.P.     | PORTABLE GENERATOR  | 792.24             |
|              | 553 - SEWER                   | 09/17/24 | 3576 | WHITE CAP, L.P.     | PORTABLE GENERATOR  | 792.23             |
| <b>26762</b> |                               |          |      |                     |                     | <b>\$100.00</b>    |
|              | 400 - WELLNESS CENTER         | 09/17/24 | 5912 | YVETTE DURAN        | AUG POUND CLASSES   | 100                |
| <b>26763</b> |                               |          |      |                     |                     | <b>\$1,101.70</b>  |
|              | 101 - GENERAL FUND            | 09/25/24 | 4660 | CITY OF LINDSAY     | DED:052 WELLNESS    | 51.7               |
|              | 101 - GENERAL FUND            | 09/25/24 | 4660 | CITY OF LINDSAY     | DED:CDBG CDBG PMT   | 350                |
|              | 101 - GENERAL FUND            | 09/25/24 | 4660 | CITY OF LINDSAY     | DED:L203 CDBG LOAN  | 700                |
| <b>26764</b> |                               |          |      |                     |                     | <b>\$424.35</b>    |
|              | 101 - GENERAL FUND            | 09/25/24 | 3192 | SEIU LOCAL 521      | DED:COPE COPE SEIU  | 2                  |
|              | 101 - GENERAL FUND            | 09/25/24 | 3192 | SEIU LOCAL 521      | DED:DUES UNION DUES | 422.35             |
| <b>26765</b> |                               |          |      |                     |                     | <b>\$6,545.83</b>  |
|              | 101 - GENERAL FUND            | 09/25/24 | 6452 | GREAT-WEST TRUST    | DED:0500 DEF COMP   | 2059.49            |
|              | 101 - GENERAL FUND            | 09/25/24 | 6452 | GREAT-WEST TRUST    | DED:0555 DC LOANPAY | 1115.45            |
|              | 101 - GENERAL FUND            | 09/25/24 | 6452 | GREAT-WEST TRUST    | DED:151 DEFERCOMP   | 2925.85            |
|              | 101 - GENERAL FUND            | 09/25/24 | 6452 | GREAT-WEST TRUST    | DED:ROTH ROTH       | 445.04             |
| <b>26766</b> |                               |          |      |                     |                     | <b>\$23.10</b>     |
|              | 101 - GENERAL FUND            | 09/25/24 | 2325 | LINDSAY PUBLIC SAFE | DED:LPOA LPOA DUES  | 23.1               |
| <b>26767</b> |                               |          |      |                     |                     | <b>\$73.82</b>     |
|              | 101 - GENERAL FUND            | 09/25/24 | 6246 | MCDERMONT VENTURE I | DED:051 MCDERMONT   | 73.82              |
| <b>26768</b> |                               |          |      |                     |                     | <b>\$62.76</b>     |
|              | 101 - GENERAL FUND            | 09/25/24 | 3042 | STATE DISBURSEMENT  | DED:0512 CHILD SUPT | 62.76              |
| <b>26769</b> |                               |          |      |                     |                     | <b>\$489.65</b>    |
|              | 101 - GENERAL FUND            | 09/25/24 | 1498 | STATE OF CALIF FRAN | DED:0511 FTB - DEBT | 489.65             |
| <b>26770</b> |                               |          |      |                     |                     | <b>\$329.08</b>    |
|              | 101 - GENERAL FUND            | 09/25/24 | 1955 | TEAMSTERS LOCAL 856 | DED:0508 TEAMSTERS  | 329.08             |
| <b>26771</b> |                               |          |      |                     |                     | <b>\$361.48</b>    |
|              | 101 - GENERAL FUND            | 09/25/24 | 6452 | GREAT-WEST TRUST    | DED:0500 DEF COMP   | 100                |
|              | 101 - GENERAL FUND            | 09/25/24 | 6452 | GREAT-WEST TRUST    | DED:0555 DC LOANPAY | 161.48             |
|              | 101 - GENERAL FUND            | 09/25/24 | 6452 | GREAT-WEST TRUST    | DED:151 DEFERCOMP   | 100                |
| <b>26772</b> |                               |          |      |                     |                     | <b>\$1,642.00</b>  |
|              | 101 - GENERAL FUND            | 09/27/24 | 6504 | ADVENTIST HEALTH TO | AUG. TOXICOLOGY SVC | 1642               |
| <b>26773</b> |                               |          |      |                     |                     | <b>\$395.68</b>    |
|              | 101 - GENERAL FUND            | 09/27/24 | 1858 | ALL PRO FIRE AND SA | CORP YARD-DRY CHEM. | 15                 |
|              | 101 - GENERAL FUND            | 09/27/24 | 1858 | ALL PRO FIRE AND SA | SR CENTER-DRY CHEM. | 210.68             |
|              | 101 - GENERAL FUND            | 09/27/24 | 1858 | ALL PRO FIRE AND SA | PARK CAFE-DRY CHEM. | 45                 |
|              | 552 - WATER                   | 09/27/24 | 1858 | ALL PRO FIRE AND SA | CANAL-DRY CHEM.     | 35                 |
|              | 552 - WATER                   | 09/27/24 | 1858 | ALL PRO FIRE AND SA | CORP YARD-DRY CHEM. | 15                 |
|              | 552 - WATER                   | 09/27/24 | 1858 | ALL PRO FIRE AND SA | WATER TREAT.-DRY CH | 45                 |
|              | 553 - SEWER                   | 09/27/24 | 1858 | ALL PRO FIRE AND SA | CORP YARD-DRY CHEM. | 15                 |
|              | 554 - REFUSE                  | 09/27/24 | 1858 | ALL PRO FIRE AND SA | CORP YARD-DRY CHEM. | 15                 |
| <b>26774</b> |                               |          |      |                     |                     | <b>\$15.00</b>     |
|              | 400 - WELLNESS CENTER         | 09/27/24 | 6362 | AMERICAN BUSINESS M | WC-#2UL13180 TONER  | 15                 |
| <b>26775</b> |                               |          |      |                     |                     | <b>\$73,667.26</b> |
|              | 300 - MCDERMONT SALE PROCEEDS | 09/27/24 | 7276 | AMERICAN RAMP COMPA | SKATE PARK-EQUIP&IN | 73667.26           |
| <b>26776</b> |                               |          |      |                     |                     | <b>\$546.00</b>    |
|              | 101 - GENERAL FUND            | 09/27/24 | 2323 | ANDERSON FAMILY BUS | PS#50289081 MAY-AUG | 484                |
|              | 101 - GENERAL FUND            | 09/27/24 | 2323 | ANDERSON FAMILY BUS | CS#50220206 MAY-AUG | 12                 |
|              | 101 - GENERAL FUND            | 09/27/24 | 2323 | ANDERSON FAMILY BUS | CS#50220269 MAY-AUG | 6                  |
|              | 101 - GENERAL FUND            | 09/27/24 | 2323 | ANDERSON FAMILY BUS | CS#50220500 MAY-AUG | 44                 |
| <b>26777</b> |                               |          |      |                     |                     | <b>\$527.77</b>    |
|              | 553 - SEWER                   | 09/27/24 | 7279 | ARC INDUSTRIES      | SHACKLE-SEWER EQUIP | 527.77             |
| <b>26778</b> |                               |          |      |                     |                     | <b>\$4,500.00</b>  |
|              | 101 - GENERAL FUND            | 09/27/24 | 6689 | BUILDING MAINTENANC | REISSUED CK#26600   | 642.85             |
|              | 101 - GENERAL FUND            | 09/27/24 | 6689 | BUILDING MAINTENANC | REISSUED CK#26600   | 642.86             |
|              | 101 - GENERAL FUND            | 09/27/24 | 6689 | BUILDING MAINTENANC | REISSUED CK#26600   | 642.86             |
|              | 101 - GENERAL FUND            | 09/27/24 | 6689 | BUILDING MAINTENANC | REISSUED CK#26600   | 642.86             |
|              | 552 - WATER                   | 09/27/24 | 6689 | BUILDING MAINTENANC | REISSUED CK#26600   | 642.86             |
|              | 553 - SEWER                   | 09/27/24 | 6689 | BUILDING MAINTENANC | REISSUED CK#26600   | 642.86             |
|              | 554 - REFUSE                  | 09/27/24 | 6689 | BUILDING MAINTENANC | REISSUED CK#26600   | 642.85             |
| <b>26779</b> |                               |          |      |                     |                     | <b>\$2,372.23</b>  |
|              | 101 - GENERAL FUND            | 09/27/24 | 6351 | CANON FINANCIAL SER | HR#2UL13500 SEPT 20 | 270                |
|              | 101 - GENERAL FUND            | 09/27/24 | 6351 | CANON FINANCIAL SER | CC-#3FW01164 SEPT.  | 368.98             |
|              | 101 - GENERAL FUND            | 09/27/24 | 6351 | CANON FINANCIAL SER | CC-COLOR COPIES     | 383.25             |
|              | 101 - GENERAL FUND            | 09/27/24 | 6351 | CANON FINANCIAL SER | CM#2UL13336 SEPT 20 | 270                |
|              | 101 - GENERAL FUND            | 09/27/24 | 6351 | CANON FINANCIAL SER | FD#2XK04886 SEPT 20 | 270                |
|              | 101 - GENERAL FUND            | 09/27/24 | 6351 | CANON FINANCIAL SER | PS#2XK04493 SEPT 20 | 270                |
|              | 101 - GENERAL FUND            | 09/27/24 | 6351 | CANON FINANCIAL SER | PS#4QV00754 SEPT 20 | 270                |
|              | 101 - GENERAL FUND            | 09/27/24 | 6351 | CANON FINANCIAL SER | CS#2YJ16699 SEPT 20 | 270                |
| <b>26780</b> |                               |          |      |                     |                     | <b>\$465.70</b>    |
|              | 101 - GENERAL FUND            | 09/27/24 | 076  | CENTRAL VALLEY BUSI | REISSUED CK#26608   | 171.55             |

|              |                              |          |      |                     |                     |                   |
|--------------|------------------------------|----------|------|---------------------|---------------------|-------------------|
|              | 101 - GENERAL FUND           | 09/27/24 | 076  | CENTRAL VALLEY BUSI | REISSUED CK#26608   | 294.15            |
| <b>26781</b> |                              |          |      |                     |                     | <b>\$341.18</b>   |
|              | 400 - WELLNESS CENTER        | 09/27/24 | 6500 | CHARTER COMMUNICATI | WC-VOICE & INTERNET | 341.18            |
| <b>26782</b> |                              |          |      |                     |                     | <b>\$2,760.12</b> |
|              | 702 - CHFA-HELP LHBP         | 09/27/24 | 6784 | CHICAGO TITLE       | MARIO&ELVIRA P.L98- | 2760.12           |
| <b>26785</b> |                              |          |      |                     |                     | <b>\$1,372.73</b> |
|              | 101 - GENERAL FUND           | 09/27/24 | 5832 | CINTAS CORPORATION  | SIG DUALTP RFL PAPE | 12.24             |
|              | 101 - GENERAL FUND           | 09/27/24 | 5832 | CINTAS CORPORATION  | SIG ZFOLD RFL PAPER | 24.48             |
|              | 101 - GENERAL FUND           | 09/27/24 | 5832 | CINTAS CORPORATION  | UNIFORMS,DUALTP RFL | 43.8              |
|              | 101 - GENERAL FUND           | 09/27/24 | 5832 | CINTAS CORPORATION  | UNIFORMS,MATS,FL CL | 43.81             |
|              | 101 - GENERAL FUND           | 09/27/24 | 5832 | CINTAS CORPORATION  | UNIFORMS,RR DISNFCT | 43.8              |
|              | 101 - GENERAL FUND           | 09/27/24 | 5832 | CINTAS CORPORATION  | SIG DUALTP RFL PAPE | 12.24             |
|              | 101 - GENERAL FUND           | 09/27/24 | 5832 | CINTAS CORPORATION  | SIG ZFOLD RFL PAPER | 24.48             |
|              | 101 - GENERAL FUND           | 09/27/24 | 5832 | CINTAS CORPORATION  | UNIFORMS,DUALTP RFL | 43.8              |
|              | 101 - GENERAL FUND           | 09/27/24 | 5832 | CINTAS CORPORATION  | UNIFORMS,MATS,FL CL | 43.81             |
|              | 101 - GENERAL FUND           | 09/27/24 | 5832 | CINTAS CORPORATION  | UNIFORMS,RR DISNFCT | 43.8              |
|              | 101 - GENERAL FUND           | 09/27/24 | 5832 | CINTAS CORPORATION  | SIG DUALTP RFL PAPE | 12.24             |
|              | 101 - GENERAL FUND           | 09/27/24 | 5832 | CINTAS CORPORATION  | SIG ZFOLD RFL PAPER | 24.48             |
|              | 101 - GENERAL FUND           | 09/27/24 | 5832 | CINTAS CORPORATION  | UNIFORMS,DUALTP RFL | 43.8              |
|              | 101 - GENERAL FUND           | 09/27/24 | 5832 | CINTAS CORPORATION  | UNIFORMS,MATS,FL CL | 43.81             |
|              | 101 - GENERAL FUND           | 09/27/24 | 5832 | CINTAS CORPORATION  | UNIFORMS,RR DISNFCT | 43.8              |
|              | 552 - WATER                  | 09/27/24 | 5832 | CINTAS CORPORATION  | SIG DUALTP RFL PAPE | 12.24             |
|              | 552 - WATER                  | 09/27/24 | 5832 | CINTAS CORPORATION  | SIG ZFOLD RFL PAPER | 24.48             |
|              | 552 - WATER                  | 09/27/24 | 5832 | CINTAS CORPORATION  | UNIFORMS,DUALTP RFL | 43.81             |
|              | 552 - WATER                  | 09/27/24 | 5832 | CINTAS CORPORATION  | UNIFORMS,MATS,FL CL | 43.81             |
|              | 552 - WATER                  | 09/27/24 | 5832 | CINTAS CORPORATION  | UNIFORMS,RR DISNFCT | 43.81             |
|              | 553 - SEWER                  | 09/27/24 | 5832 | CINTAS CORPORATION  | BOOTS FOR JUAN      | 195.74            |
|              | 553 - SEWER                  | 09/27/24 | 5832 | CINTAS CORPORATION  | SIG DUALTP RFL PAPE | 12.24             |
|              | 553 - SEWER                  | 09/27/24 | 5832 | CINTAS CORPORATION  | SIG ZFOLD RFL PAPER | 24.48             |
|              | 553 - SEWER                  | 09/27/24 | 5832 | CINTAS CORPORATION  | UNIFORMS,DUALTP RFL | 43.81             |
|              | 553 - SEWER                  | 09/27/24 | 5832 | CINTAS CORPORATION  | UNIFORMS,MATS,FL CL | 43.8              |
|              | 553 - SEWER                  | 09/27/24 | 5832 | CINTAS CORPORATION  | UNIFORMS,RR DISNFCT | 43.81             |
|              | 554 - REFUSE                 | 09/27/24 | 5832 | CINTAS CORPORATION  | SIG DUALTP RFL PAPE | 12.25             |
|              | 554 - REFUSE                 | 09/27/24 | 5832 | CINTAS CORPORATION  | SIG ZFOLD RFL PAPER | 24.48             |
|              | 554 - REFUSE                 | 09/27/24 | 5832 | CINTAS CORPORATION  | UNIFORMS,DUALTP RFL | 43.81             |
|              | 554 - REFUSE                 | 09/27/24 | 5832 | CINTAS CORPORATION  | UNIFORMS,MATS,FL CL | 43.8              |
|              | 554 - REFUSE                 | 09/27/24 | 5832 | CINTAS CORPORATION  | UNIFORMS,RR DISNFCT | 43.81             |
|              | 556 - VITA-PAKT              | 09/27/24 | 5832 | CINTAS CORPORATION  | SIG DUALTP RFL PAPE | 12.24             |
|              | 556 - VITA-PAKT              | 09/27/24 | 5832 | CINTAS CORPORATION  | SIG ZFOLD RFL PAPER | 24.5              |
|              | 556 - VITA-PAKT              | 09/27/24 | 5832 | CINTAS CORPORATION  | UNIFORMS,DUALTP RFL | 43.81             |
|              | 556 - VITA-PAKT              | 09/27/24 | 5832 | CINTAS CORPORATION  | UNIFORMS,MATS,FL CL | 43.8              |
|              | 556 - VITA-PAKT              | 09/27/24 | 5832 | CINTAS CORPORATION  | UNIFORMS,RR DISNFCT | 43.81             |
| <b>26786</b> |                              |          |      |                     |                     | <b>\$850.00</b>   |
|              | 101 - GENERAL FUND           | 09/27/24 | 6118 | CVIN LLC D.B.A. VAS | 09/01/24-09/30/24   | 14.03             |
|              | 101 - GENERAL FUND           | 09/27/24 | 6118 | CVIN LLC D.B.A. VAS | 09/01/24-09/30/24   | 13.18             |
|              | 101 - GENERAL FUND           | 09/27/24 | 6118 | CVIN LLC D.B.A. VAS | 09/01/24-09/30/24   | 42.74             |
|              | 101 - GENERAL FUND           | 09/27/24 | 6118 | CVIN LLC D.B.A. VAS | 09/01/24-09/30/24   | 308.64            |
|              | 101 - GENERAL FUND           | 09/27/24 | 6118 | CVIN LLC D.B.A. VAS | 09/01/24-09/30/24   | 48.79             |
|              | 101 - GENERAL FUND           | 09/27/24 | 6118 | CVIN LLC D.B.A. VAS | 09/01/24-09/30/24   | 28.37             |
|              | 101 - GENERAL FUND           | 09/27/24 | 6118 | CVIN LLC D.B.A. VAS | 09/01/24-09/30/24   | 50.58             |
|              | 261 - GAS TAX FUND           | 09/27/24 | 6118 | CVIN LLC D.B.A. VAS | 09/01/24-09/30/24   | 20.32             |
|              | 263 - TRANSPORTATION         | 09/27/24 | 6118 | CVIN LLC D.B.A. VAS | 09/01/24-09/30/24   | 16.66             |
|              | 400 - WELLNESS CENTER        | 09/27/24 | 6118 | CVIN LLC D.B.A. VAS | 09/01/24-09/30/24   | 117.05            |
|              | 552 - WATER                  | 09/27/24 | 6118 | CVIN LLC D.B.A. VAS | 09/01/24-09/30/24   | 77.95             |
|              | 553 - SEWER                  | 09/27/24 | 6118 | CVIN LLC D.B.A. VAS | 09/01/24-09/30/24   | 78.2              |
|              | 554 - REFUSE                 | 09/27/24 | 6118 | CVIN LLC D.B.A. VAS | 09/01/24-09/30/24   | 30.77             |
|              | 556 - VITA-PAKT              | 09/27/24 | 6118 | CVIN LLC D.B.A. VAS | 09/01/24-09/30/24   | 2.72              |
| <b>26787</b> |                              |          |      |                     |                     | <b>\$210.00</b>   |
|              | 101 - GENERAL FUND           | 09/27/24 | 316  | DEPT OF JUSTICE     | AUG. ALCOHOL ANALYS | 210               |
| <b>26788</b> |                              |          |      |                     |                     | <b>\$1,140.07</b> |
|              | 700 - CDBG REVOLVING LN FUND | 09/27/24 | 2540 | DEPT.OF HOUSING & C | CDBG 9/16/24 TO HCD | 1140.07           |
| <b>26789</b> |                              |          |      |                     |                     | <b>\$3,602.24</b> |
|              | 720 - HOME REVOLVING LN FUND | 09/27/24 | 2540 | DEPT.OF HOUSING & C | HOME 9/16/24 TO HCD | 3602.24           |
| <b>26790</b> |                              |          |      |                     |                     | <b>\$54.72</b>    |
|              | 101 - GENERAL FUND           | 09/27/24 | 119  | DOUG DELEO WELDING  | CHAIN,SHOULDER BOLT | 54.72             |
| <b>26791</b> |                              |          |      |                     |                     | <b>\$7,120.68</b> |
|              | 101 - GENERAL FUND           | 09/27/24 | 5803 | EMD NETWORKING SERV | REISSUED CK#26616   | 7120.68           |
| <b>26792</b> |                              |          |      |                     |                     | <b>\$374.00</b>   |
|              | 101 - GENERAL FUND           | 09/27/24 | 7275 | FLORES GAVINO       | CANCELLED PARK RESE | 150               |
|              | 101 - GENERAL FUND           | 09/27/24 | 7275 | FLORES GAVINO       | CANCELLED PARK RESE | 224               |
| <b>26793</b> |                              |          |      |                     |                     | <b>\$9,427.10</b> |
|              | 552 - WATER                  | 09/27/24 | 137  | FRIANT WATER AUTHOR | SLDMWA EXCHANGE COS | 9427.1            |
| <b>26794</b> |                              |          |      |                     |                     | <b>\$1,393.99</b> |
|              | 101 - GENERAL FUND           | 09/27/24 | 6010 | FRONTIER COMMUNICAT | 209-151-2650        | 21.62             |
|              | 101 - GENERAL FUND           | 09/27/24 | 6010 | FRONTIER COMMUNICAT | 209-151-2652        | 43.23             |
|              | 101 - GENERAL FUND           | 09/27/24 | 6010 | FRONTIER COMMUNICAT | 209-151-2656        | 43.23             |
|              | 101 - GENERAL FUND           | 09/27/24 | 6010 | FRONTIER COMMUNICAT | 209-151-2662        | 57.17             |
|              | 101 - GENERAL FUND           | 09/27/24 | 6010 | FRONTIER COMMUNICAT | 562-2512            | 189.34            |
|              | 101 - GENERAL FUND           | 09/27/24 | 6010 | FRONTIER COMMUNICAT | 209-151-2650        | 21.62             |
|              | 101 - GENERAL FUND           | 09/27/24 | 6010 | FRONTIER COMMUNICAT | 209-042-9309        | 2.99              |

|                           |          |      |                     |                     |                    |
|---------------------------|----------|------|---------------------|---------------------|--------------------|
| 552 - WATER               | 09/27/24 | 6010 | FRONTIER COMMUNICAT | 209-150-2936        | 78.68              |
| 552 - WATER               | 09/27/24 | 6010 | FRONTIER COMMUNICAT | 209-151-2650        | 21.62              |
| 552 - WATER               | 09/27/24 | 6010 | FRONTIER COMMUNICAT | 562-1552            | 134.51             |
| 552 - WATER               | 09/27/24 | 6010 | FRONTIER COMMUNICAT | 562-7131            | 167.42             |
| 553 - SEWER               | 09/27/24 | 6010 | FRONTIER COMMUNICAT | 209-150-3621        | 113.73             |
| 553 - SEWER               | 09/27/24 | 6010 | FRONTIER COMMUNICAT | 209-151-2650        | 21.61              |
| 553 - SEWER               | 09/27/24 | 6010 | FRONTIER COMMUNICAT | 209-151-2654        | 43.23              |
| 553 - SEWER               | 09/27/24 | 6010 | FRONTIER COMMUNICAT | 209-151-2655        | 43.23              |
| 553 - SEWER               | 09/27/24 | 6010 | FRONTIER COMMUNICAT | 562-7132            | 390.76             |
| <b>26795</b>              |          |      |                     |                     | <b>\$110.15</b>    |
| 101 - GENERAL FUND        | 09/27/24 | 1925 | FRUIT GROWERS SUPPL | 12"&18" STIHL CHAIN | 110.15             |
| <b>26796</b>              |          |      |                     |                     | <b>\$5,600.00</b>  |
| 553 - SEWER               | 09/27/24 | 6781 | GARCIA WELDING & FA | WWTP-MAKE NEW SPOOL | 5600               |
| <b>26797</b>              |          |      |                     |                     | <b>\$625.69</b>    |
| 552 - WATER               | 09/27/24 | 151  | GRAINGER INC        | PIPE WRENCH         | 312.85             |
| 553 - SEWER               | 09/27/24 | 151  | GRAINGER INC        | PIPE WRENCH         | 312.84             |
| <b>26798</b>              |          |      |                     |                     | <b>\$20,465.24</b> |
| 101 - GENERAL FUND        | 09/27/24 | 5647 | GRISWOLD,LASALLE,CO | MATTER:22752.002 AU | 672.5              |
| 101 - GENERAL FUND        | 09/27/24 | 5647 | GRISWOLD,LASALLE,CO | MATTER:22752.003 AU | 2867.5             |
| 101 - GENERAL FUND        | 09/27/24 | 5647 | GRISWOLD,LASALLE,CO | MATTER:22752.004 AU | 240                |
| 101 - GENERAL FUND        | 09/27/24 | 5647 | GRISWOLD,LASALLE,CO | MATTER:22752.005 AU | 1314.18            |
| 101 - GENERAL FUND        | 09/27/24 | 5647 | GRISWOLD,LASALLE,CO | MATTER:22752.006 AU | 2064.59            |
| 101 - GENERAL FUND        | 09/27/24 | 5647 | GRISWOLD,LASALLE,CO | MATTER:22752.007 AU | 300                |
| 101 - GENERAL FUND        | 09/27/24 | 5647 | GRISWOLD,LASALLE,CO | MATTER:22752.112 AU | 36.25              |
| 101 - GENERAL FUND        | 09/27/24 | 5647 | GRISWOLD,LASALLE,CO | MATTER:22752.116 AU | 5987.66            |
| 101 - GENERAL FUND        | 09/27/24 | 5647 | GRISWOLD,LASALLE,CO | MATTER:22752.117 AU | 6982.56            |
| <b>26799</b>              |          |      |                     |                     | <b>\$1,503.00</b>  |
| 779 - 00-HOME-0487        | 09/27/24 | 7278 | HOMESITE INSURANCE  | JOSE H.-331 N ASHLA | 1503               |
| <b>26800</b>              |          |      |                     |                     | <b>\$75,355.62</b> |
| 101 - GENERAL FUND        | 09/27/24 | 6100 | KEENAN & ASSOCIATES | OCT. PPO 250 RETIRE | 2063.62            |
| 101 - GENERAL FUND        | 09/27/24 | 6100 | KEENAN & ASSOCIATES | OCT. PPO 250-COBRA  | 2115.2             |
| 101 - GENERAL FUND        | 09/27/24 | 6100 | KEENAN & ASSOCIATES | OCT. PPO 250 ACTIVE | 59844.95           |
| 101 - GENERAL FUND        | 09/27/24 | 6100 | KEENAN & ASSOCIATES | OCT. PPO 500 ACTIVE | 11331.85           |
| <b>26801</b>              |          |      |                     |                     | <b>\$1,360.66</b>  |
| 400 - WELLNESS CENTER     | 09/27/24 | 5788 | LINCOLN AQUATICS    | LIQUID CHLOR,PESTIC | 1360.66            |
| <b>26802</b>              |          |      |                     |                     | <b>\$70.00</b>     |
| 101 - GENERAL FUND        | 09/27/24 | 5424 | LINDSAY VETERINARY  | 9/19/24 ANIMAL SVCS | 70                 |
| <b>26803</b>              |          |      |                     |                     | <b>\$2,496.50</b>  |
| 101 - GENERAL FUND        | 09/27/24 | 6550 | MARIO SAGREDO ELECT | LIBRARY LIGHTS      | 270.89             |
| 101 - GENERAL FUND        | 09/27/24 | 6550 | MARIO SAGREDO ELECT | WATER HEATER CIRCUI | 1455.34            |
| 101 - GENERAL FUND        | 09/27/24 | 6550 | MARIO SAGREDO ELECT | SWEETBRIAR PARK LIG | 235.88             |
| 261 - GAS TAX FUND        | 09/27/24 | 6550 | MARIO SAGREDO ELECT | VALENCIA ST LIGHTS  | 534.39             |
| <b>26804</b>              |          |      |                     |                     | <b>\$1,550.00</b>  |
| 101 - GENERAL FUND        | 09/27/24 | 3638 | MASCORRO PLUMBING   | REPLACED FLUSH VALV | 450                |
| 101 - GENERAL FUND        | 09/27/24 | 3638 | MASCORRO PLUMBING   | WATER HEATER INSTAL | 1100               |
| <b>26805</b>              |          |      |                     |                     | <b>\$184.71</b>    |
| 101 - GENERAL FUND        | 09/27/24 | 7242 | ODP BUSINESS SOLUTI | STAPLES,KLEENEX,FEB | 43.75              |
| 101 - GENERAL FUND        | 09/27/24 | 7242 | ODP BUSINESS SOLUTI | TONER               | 140.96             |
| <b>26806</b>              |          |      |                     |                     | <b>\$730.73</b>    |
| 552 - WATER               | 09/27/24 | 6673 | PACE SUPPLY CORP    | EXT RANGE COUPLING  | 730.73             |
| <b>26807</b>              |          |      |                     |                     | <b>\$64.78</b>     |
| 101 - GENERAL FUND        | 09/27/24 | 6991 | PREMIER ACCESS INSU | OCT 2024 COBRA DENT | 64.78              |
| <b>26808</b>              |          |      |                     |                     | <b>\$136.00</b>    |
| 101 - GENERAL FUND        | 09/27/24 | 7110 | PRISM               | DEDUCTIBLE Q4 APR-J | 2.24               |
| 101 - GENERAL FUND        | 09/27/24 | 7110 | PRISM               | DEDUCTIBLE Q4 APR-J | 2.11               |
| 101 - GENERAL FUND        | 09/27/24 | 7110 | PRISM               | DEDUCTIBLE Q4 APR-J | 6.84               |
| 101 - GENERAL FUND        | 09/27/24 | 7110 | PRISM               | DEDUCTIBLE Q4 APR-J | 49.38              |
| 101 - GENERAL FUND        | 09/27/24 | 7110 | PRISM               | DEDUCTIBLE Q4 APR-J | 7.81               |
| 101 - GENERAL FUND        | 09/27/24 | 7110 | PRISM               | DEDUCTIBLE Q4 APR-J | 4.54               |
| 101 - GENERAL FUND        | 09/27/24 | 7110 | PRISM               | DEDUCTIBLE Q4 APR-J | 8.09               |
| 261 - GAS TAX FUND        | 09/27/24 | 7110 | PRISM               | DEDUCTIBLE Q4 APR-J | 3.25               |
| 263 - TRANSPORTATION      | 09/27/24 | 7110 | PRISM               | DEDUCTIBLE Q4 APR-J | 2.67               |
| 400 - WELLNESS CENTER     | 09/27/24 | 7110 | PRISM               | DEDUCTIBLE Q4 APR-J | 18.73              |
| 552 - WATER               | 09/27/24 | 7110 | PRISM               | DEDUCTIBLE Q4 APR-J | 12.47              |
| 553 - SEWER               | 09/27/24 | 7110 | PRISM               | DEDUCTIBLE Q4 APR-J | 12.51              |
| 554 - REFUSE              | 09/27/24 | 7110 | PRISM               | DEDUCTIBLE Q4 APR-J | 4.92               |
| 556 - VITA-PAKT           | 09/27/24 | 7110 | PRISM               | DEDUCTIBLE Q4 APR-J | 0.44               |
| <b>26809</b>              |          |      |                     |                     | <b>\$4,483.00</b>  |
| 600 - CAPITAL IMPROVEMENT | 09/27/24 | 4618 | PROVOST & PRITCHARD | VARIOUS RD IMPROVEM | 4483               |
| <b>26810</b>              |          |      |                     |                     | <b>\$773.06</b>    |
| 101 - GENERAL FUND        | 09/27/24 | 285  | QUILL CORPORATION   | TONER               | 254.46             |
| 101 - GENERAL FUND        | 09/27/24 | 285  | QUILL CORPORATION   | TAPE,ENVELOPES,BIND | 228.91             |
| 101 - GENERAL FUND        | 09/27/24 | 285  | QUILL CORPORATION   | BINDERS             | 215.07             |
| 400 - WELLNESS CENTER     | 09/27/24 | 285  | QUILL CORPORATION   | TRASH BAGS,COFFEE   | 74.62              |
| <b>26811</b>              |          |      |                     |                     | <b>\$6,500.00</b>  |
| 552 - WATER               | 09/27/24 | 6095 | RALPH GUTIERREZ WAT | REISSUED CK#26741   | 3250               |
| 553 - SEWER               | 09/27/24 | 6095 | RALPH GUTIERREZ WAT | REISSUED CK#26741   | 3250               |
| <b>26812</b>              |          |      |                     |                     | <b>\$442.52</b>    |
| 101 - GENERAL FUND        | 09/27/24 | 5717 | RANDSTAD/PLACEMENT  | CS-THOMAS C. 9/2/24 | 442.52             |
| <b>26813</b>              |          |      |                     |                     | <b>\$100.00</b>    |

|                 |                                 |          |      |                     |                     |                    |
|-----------------|---------------------------------|----------|------|---------------------|---------------------|--------------------|
|                 | 101 - GENERAL FUND              | 09/27/24 | 7183 | ROBERT TORRES       | ARBOR DEPOSIT REFUN | 100                |
| <b>26814</b>    |                                 |          |      |                     |                     | <b>\$3,099.38</b>  |
|                 | 600 - CAPITAL IMPROVEMENT       | 09/27/24 | 7119 | SEAL RITE PAVING AN | VALENCIA&LINDA VIST | 3099.38            |
| <b>26815</b>    |                                 |          |      |                     |                     | <b>\$165.00</b>    |
|                 | 101 - GENERAL FUND              | 09/27/24 | 7143 | SEQUOIA HEALTH CARE | AUG. 2024 CLAIMS    | 165                |
| <b>26816</b>    |                                 |          |      |                     |                     | <b>\$10,703.79</b> |
|                 | 552 - WATER                     | 09/27/24 | 4555 | THATCHER COMPANY IN | 2024250105030-CHLOR | 12353.79           |
|                 | 552 - WATER                     | 09/27/24 | 4555 | THATCHER COMPANY IN | 2024250901104-CYL D | -1650              |
| <b>26817</b>    |                                 |          |      |                     |                     | <b>\$299.65</b>    |
|                 | 101 - GENERAL FUND              | 09/27/24 | 5624 | SIERRA SANITATION,  | SINK & RR RENTAL    | 299.65             |
| <b>26818</b>    |                                 |          |      |                     |                     | <b>\$678.69</b>    |
|                 | 101 - GENERAL FUND              | 09/27/24 | 310  | SOUTHERN CA. EDISON | 700482892316-LATE F | 0.04               |
|                 | 261 - GAS TAX FUND              | 09/27/24 | 310  | SOUTHERN CA. EDISON | 108 HERMOSA ST PED  | 100.95             |
|                 | 261 - GAS TAX FUND              | 09/27/24 | 310  | SOUTHERN CA. EDISON | 108 W HERMOSA LS3   | 31.1               |
|                 | 261 - GAS TAX FUND              | 09/27/24 | 310  | SOUTHERN CA. EDISON | 135 W HONOLULU LS3A | 129.76             |
|                 | 261 - GAS TAX FUND              | 09/27/24 | 310  | SOUTHERN CA. EDISON | 150 E HONOLULU LS3B | 148.14             |
|                 | 261 - GAS TAX FUND              | 09/27/24 | 310  | SOUTHERN CA. EDISON | 151 W HONOLULU LS3C | 73.92              |
|                 | 261 - GAS TAX FUND              | 09/27/24 | 310  | SOUTHERN CA. EDISON | 151 W SAMOA LS3D    | 88.36              |
|                 | 261 - GAS TAX FUND              | 09/27/24 | 310  | SOUTHERN CA. EDISON | 157 N MIRAGE AVE LE | 50.9               |
|                 | 261 - GAS TAX FUND              | 09/27/24 | 310  | SOUTHERN CA. EDISON | 269 N SWEETBRIAR AV | 55.52              |
| <b>26819</b>    |                                 |          |      |                     |                     | <b>\$4,501.18</b>  |
|                 | 101 - GENERAL FUND              | 09/27/24 | 5755 | TELEPACIFIC COMMUNI | 09/09/24-10/08/24   | 71.29              |
|                 | 101 - GENERAL FUND              | 09/27/24 | 5755 | TELEPACIFIC COMMUNI | 09/09/24-10/08/24   | 142.58             |
|                 | 101 - GENERAL FUND              | 09/27/24 | 5755 | TELEPACIFIC COMMUNI | 09/09/24-10/08/24   | 356.45             |
|                 | 101 - GENERAL FUND              | 09/27/24 | 5755 | TELEPACIFIC COMMUNI | 09/09/24-10/08/24   | 1180.81            |
|                 | 101 - GENERAL FUND              | 09/27/24 | 5755 | TELEPACIFIC COMMUNI | 09/09/24-10/08/24   | 1539.56            |
|                 | 400 - WELLNESS CENTER           | 09/27/24 | 5755 | TELEPACIFIC COMMUNI | 09/09/24-10/08/24   | 754.48             |
|                 | 552 - WATER                     | 09/27/24 | 5755 | TELEPACIFIC COMMUNI | 09/09/24-10/08/24   | 114.58             |
|                 | 553 - SEWER                     | 09/27/24 | 5755 | TELEPACIFIC COMMUNI | 09/09/24-10/08/24   | 341.43             |
| <b>26820</b>    |                                 |          |      |                     |                     | <b>\$892.08</b>    |
|                 | 261 - GAS TAX FUND              | 09/27/24 | 1513 | UNITED RENTALS, INC | BOOM LIFT INSPECTIO | 892.08             |
| <b>26821</b>    |                                 |          |      |                     |                     | <b>\$848.16</b>    |
|                 | 552 - WATER                     | 09/27/24 | 5747 | USA STAFFING INC.   | 9/8/24 CS-ANITA G.  | 424.08             |
|                 | 553 - SEWER                     | 09/27/24 | 5747 | USA STAFFING INC.   | 9/8/24 CS-ANITA G.  | 424.08             |
| <b>26822</b>    |                                 |          |      |                     |                     | <b>\$2,420.00</b>  |
|                 | 660 - RDA OBLIGATION RETIREMENT | 09/27/24 | 624  | US BANK TRUST       | ADMIN FEES FY24/25  | 2420               |
| <b>26823</b>    |                                 |          |      |                     |                     | <b>\$1,307.51</b>  |
|                 | 101 - GENERAL FUND              | 09/27/24 | 1041 | VERIZON WIRELESS    | 642065758-00004 AUG | 1307.51            |
| <b>26824</b>    |                                 |          |      |                     |                     | <b>\$424.12</b>    |
|                 | 552 - WATER                     | 09/27/24 | 3576 | WHITE CAP, L.P.     | WORKSHOP BENCH      | 212.06             |
|                 | 553 - SEWER                     | 09/27/24 | 3576 | WHITE CAP, L.P.     | WORKSHOP BENCH      | 212.06             |
| <b>26825</b>    |                                 |          |      |                     |                     | <b>\$1,921.88</b>  |
|                 | 261 - GAS TAX FUND              | 09/27/24 | 382  | ZUMAR INDUSTRIES IN | SCHOOL SPEED LIMIT  | 1517.44            |
|                 | 300 - MCDERMONT SALE PROCEEDS   | 09/27/24 | 382  | ZUMAR INDUSTRIES IN | PICKLEBALL RULE SIG | 404.44             |
| <b>EDD92024</b> |                                 |          |      |                     |                     | <b>\$4,538.08</b>  |
|                 | 101 - GENERAL FUND              | 09/24/24 | 687  | STATE OF CALIFORNIA | PRPD9/20/24 PIT &LO | 4538.08            |
| <b>IRS92024</b> |                                 |          |      |                     |                     | <b>\$33,842.47</b> |
|                 | 101 - GENERAL FUND              | 09/24/24 | 2011 | INTERNAL REVENUE SE | PRPD9/20 FEDERAL TA | 12003.01           |
|                 | 101 - GENERAL FUND              | 09/24/24 | 2011 | INTERNAL REVENUE SE | PRPD9/20 FICA &MEDI | 21839.46           |

| <b>SUMMARY BY FUNDING SOURCE</b> |  | <b>\$561,998.08</b> |
|----------------------------------|--|---------------------|
| 101 - GENERAL FUND               |  | 218,729.49          |
| 261 - GAS TAX FUND               |  | 16,211.35           |
| 263 - TRANSPORTATION             |  | 19.33               |
| 300 - MCDERMONT SALE PROCEEDS    |  | 74,071.70           |
| 400 - WELLNESS CENTER            |  | 15,409.40           |
| 552 - WATER                      |  | 77,484.48           |
| 553 - SEWER                      |  | 25,257.62           |
| 554 - REFUSE                     |  | 12,140.20           |
| 556 - VITA-PAKT                  |  | 1,081.29            |
| 600 - CAPITAL IMPROVEMENT        |  | 82,680.85           |
| 660 - RDA OBLIGATION RETIREMENT  |  | 2,420.00            |
| 700 - CDBG REVOLVING LN FUND     |  | 3,765.66            |
| 702 - CHFA-HELP LHBP             |  | 2,760.12            |
| 720 - HOME REVOLVING LN FUND     |  | 20,675.44           |
| 779 - 00-HOME-0487               |  | 3,439.00            |
| 781 - CAL HOME RLF               |  | 1,207.78            |
| 883 - SIERRA VIEW ASSESSMENT     |  | 1,586.92            |
| 884 - HERITAGE ASSESSMENT DIST   |  | 411.94              |
| 886 - SAMOA                      |  | 189.92              |
| 887 - SWEETBRIER TOWNHOUSES      |  | 573.31              |
| 888 - PARKSIDE                   |  | 321.68              |
| 889 - SIERRA VISTA ASSESSMENT    |  | 306.92              |
| 890 - MAPLE VALLEY ASSESSMENT    |  | 148.78              |
| 891 - PELOUS RANCH               |  | 1,104.90            |
| <b>TOTAL</b>                     |  | <b>\$561,998.08</b> |





# STAFF REPORT

TO: Lindsay City Council  
MEETING DATE: October 8, 2024

Item #: 10.4  
Consent

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

---

## ACTION & RECOMMENDATION

Accept the September 2024 Monthly Treasurer's Report.

## BACKGROUND | ANALYSIS

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

## FISCAL IMPACT

There is no fiscal impact associated with this action.

## ATTACHMENTS

1. September 2024 Treasurer's Report

Reviewed/Approved: \_\_\_\_\_



**Monthly Treasurer's Report**  
**SEPTEMBER 30, 2024**  
**Cash Balances Classified by Depository**

**CASH RESOURCES**

| LOCATION                                   | GL ACCOUNT # | TYPE    | BALANCE             |
|--|--------------|---------|---------------------|
| Cash Register Funds (City Hall & Wellness) | 100-102      | RES     | \$1,100             |
| Bank of the Sierra- Depository Account     | 100-114      | GEN     | 1,375,565           |
| Bank of the Sierra - Wellness Center       | 100-500      | GEN     | 546,110             |
| Bank of the Sierra - Impound Account       | 100-120      | RES     | 41,286              |
| LAIF Savings: City & Successor Agency      | 100-103      | INV-RES | 4,708,650           |
| MBS Investments                            | 100-700      | INV-RES | 5,776,878           |
| <b>TOTAL</b>                               |              |         | <b>\$12,449,589</b> |

**CASH EXPENDED**

| ACCOUNTS PAYABLE & PAYROLL    | AMOUNT              |
|-------------------------------|---------------------|
| Accounts Payable              | \$955,599           |
| Payroll (September 6 Payday)  | \$264,571           |
| Payroll (September 20 Payday) | \$292,387           |
| <b>TOTAL</b>                  | <b>\$ 1,512,557</b> |

| DEBT SERVICE | AMOUNT      |
|--------------|-------------|
| None.        |             |
| <b>TOTAL</b> | <b>\$ -</b> |

**INVESTMENTS**

**INVESTMENT POLICY COMPLIANCE**

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

|                       |                     |
|-----------------------|---------------------|
| <b>INVESTED FUNDS</b> | <b>\$10,485,527</b> |
|-----------------------|---------------------|

Respectfully submitted,

*Lacy Meneses*

Director of Finance  
 City of Lindsay

**ABBREVIATIONS**

GEN: GENERAL UNRESTRICTED  
 RES: RESTRICTED ACTIVITY  
 INV: INVESTMENT



# STAFF REPORT

TO: Lindsay City Council  
MEETING DATE: October 8, 2024

Item #: 10.5  
Action Items

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**DEPARTMENT:** City Services  
**FROM:** Kira Stowell, Contract City Planner  
**AGENDA TITLE:** Second Reading of Ordinance No. 614 Approving Zone Change No. 24-01

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## ACTION & RECOMMENDATION

Approve the second reading of Ordinance No. 614, an Ordinance of the City Council of the City of Lindsay approving Zone Change No. 24-01 amending the Zoning Designation from R-1-7 to R-1-5 for a 9.10-acre project site located north of Tulare Road on the west side of Oak Avenue (APN 199-050-055), and the Lindsay Zoning Map as adopted by Ordinance 437 of the City of Lindsay; and authorization to waive full reading of said ordinance and authorize reading by title only.

## BACKGROUND | ANALYSIS

Quest Equity LLC filed the application on behalf of Daley Enterprises for the development of a 50-lot single family residential subdivision. The proposal includes a Zone Change to change the zone from R-1-7 to R-1-5, a Tentative Subdivision Map "Hidden Oaks" to divide 9.10 acres into 50 single-family lots, and Planned Unit Development (PUD) to allow for a minimum lot size of 5,000 square feet. The 9.10-acre project site is located north of Tulare Road on the west side of Oak Avenue (APN 199-050-055).

The proposed project ZC 24-01, TPM 24-01, and PUD 24-01 would result in on-site infrastructure improvements, including the construction of interior access roads with two ingress/egress access points along Oak Avenue and two stub streets with temporary turnaround areas, new lighting and landscaping in accordance with City standards, and connection to existing City utilities, including water, wastewater and stormwater systems.

*Change of Zone:* Since the General Plan relies on the land use diagram (map) and basic allocations of land areas between various existing and future land uses as a resource in determining land use amendments, the proposed amendment would not be in conflict with the policies, objectives, and standards of the General Plan.

Zoning Ordinance Section 18.22.050 A. provides criteria for review of zone changes:

*"At the public hearing, the City Council shall review the application or the proposal and may receive pertinent evidence and testimony as to why and how the proposed change is necessary to achieve the objectives of the Zoning Ordinance prescribed in Section 18.01.020, and how or why the proposed change is consistent with the General Plan and the stated purposes and application intended for the zone classification proposed."*

The current Land Use Designation of Low Density Residential is consistent with the R-1-7 and R-1-5 zoning designations. The proposed Zone Change will allow for smaller lots and a higher density development than what is currently planned for by allowing a minimum lot size of 5,000 square feet rather than 7,000 square feet. Approval of the Zone Change and PUD will allow for development of the site, consistent with the goals and policies of the General Plan.

## **ENVIRONMENTAL REVIEW**

As Lead Agency under the California Environmental Quality Act (CEQA), the City staff reviewed the project to determine whether it could have a significant effect on the environment because of its development. In accordance with CEQA Guidelines Section 15382, "significant effect on the environment" means a substantial, or potentially substantial, adverse change in any of the physical conditions within the area affected by the project, including land, air, water, minerals, flora, fauna, ambient noise, and objects of historic or aesthetic significance. An Initial Study was prepared and found that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project in the form of mitigations have been made by or agreed to by the project proponent. A Mitigated Negative Declaration (MND) for the proposed subdivision and accompanying entitlements was prepared and is attached. The 30-day public review period began on August 10<sup>th</sup> and ended on September 9<sup>th</sup>, 2024.

## **FINDINGS**

Amendments to the Zoning Map may be approved by the Council if the proposed amendment is necessary to achieve the objectives of the Zoning Code described in Chapter 18.01 and if the amendment would be consistent with the goals and policies of the General Plan and the purposes and application intended for the zoning district classification proposed.

1. The project has been reviewed for compliance with the Municipal Code and the Subdivision Map Act and was found to be in compliance with the incorporation of the recommended Conditions of Approval.
2. The amendment is consistent with the goals and policies of the General Plan and the purposes and applications intended for the zoning district classification proposed.

## **PUBLIC OUTREACH**

A public hearing notice was posted in the Porterville Recorder. The notice was mailed out to all property owners within 300 feet of the project site.

## **FISCAL IMPACT**

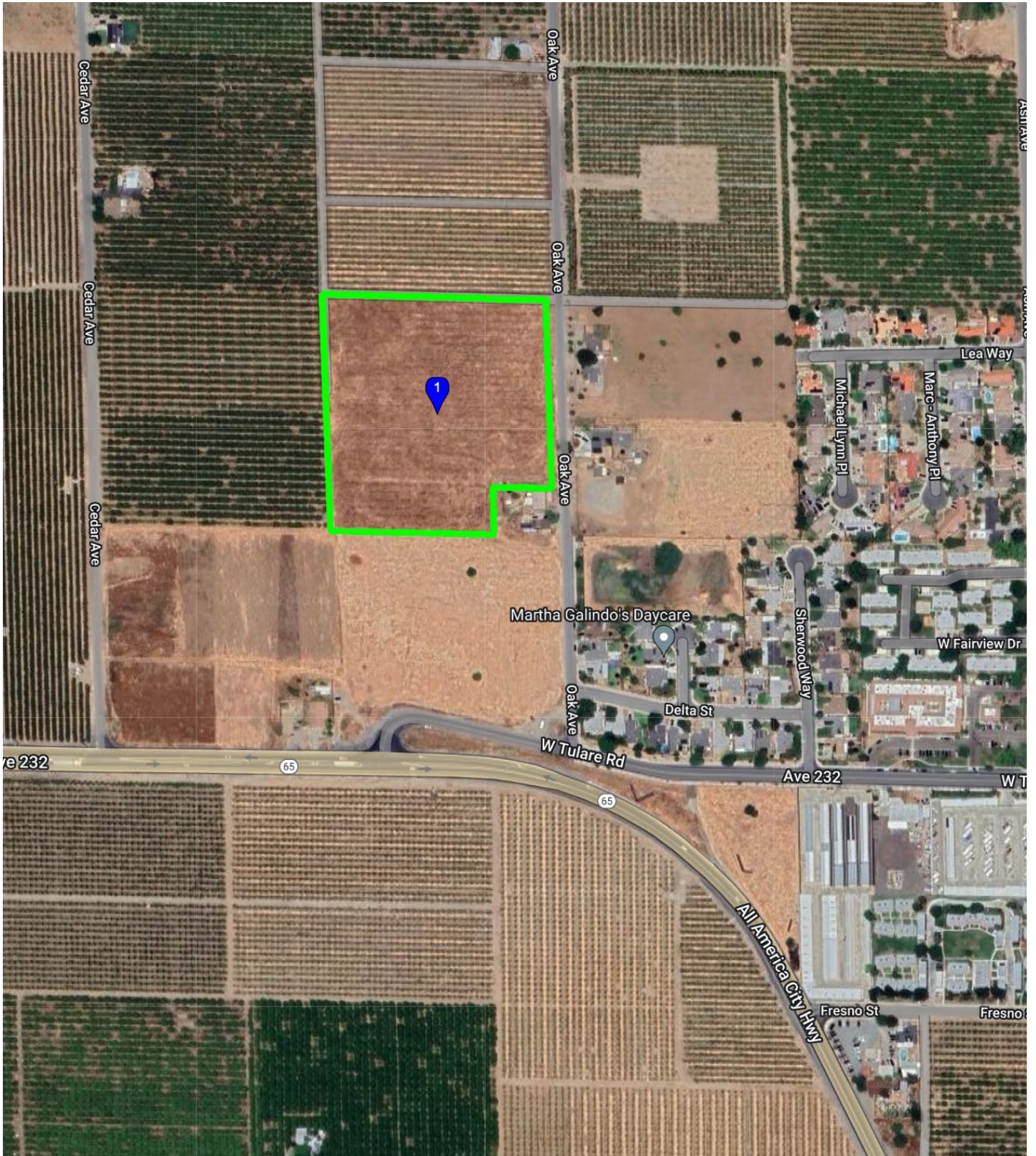
There is no fiscal impact associated with this action.

## **ATTACHMENTS**

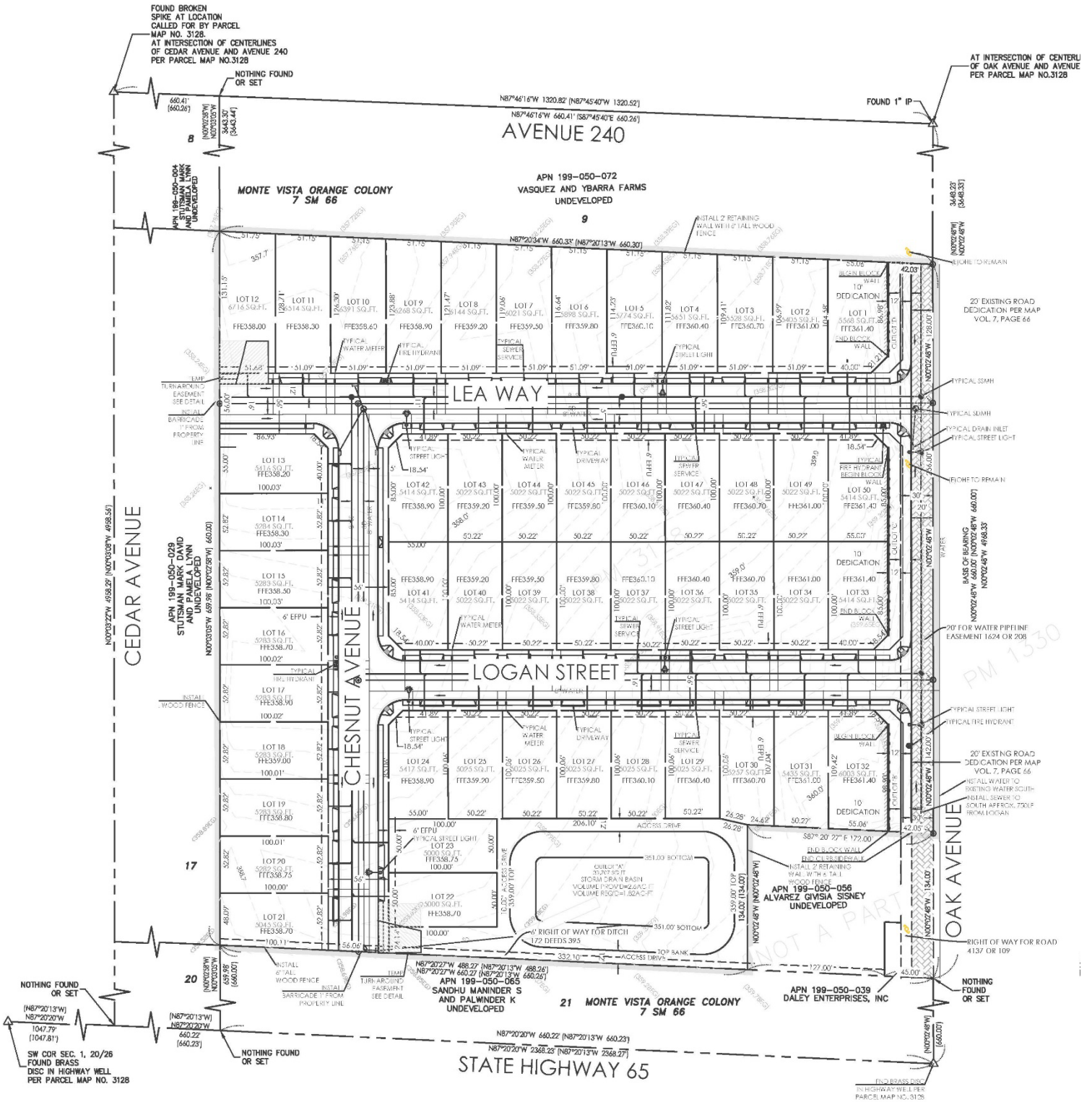
1. Location Map
2. Tentative Subdivision Map 24-01
3. Ordinance 614

Reviewed/Approved: \_\_\_\_\_

# Location Map



# Tentative Subdivision Map



**ORDINANCE NO. 614**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LINDSAY AMENDING THE ZONING DESIGNATION FROM R-1-7 to R-1-5 FOR A 9.10 ACRE PROPERTY LOCATED NORTH OF TULARE ROAD ON THE WEST SIDE OF OAK AVENUE (APN 199-050-055), AND THE LINDSAY ZONING MAP AS ADOPTED BY ORDINANCE 437 OF THE CITY OF LINDSAY.**

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

**Section 1. LOCATION.** The real property located in the City of Lindsay and described as follows: APN 199-050-055 shall be and is hereby designated as R-1-5.

**Section 2. AMENDMENT.** The City Planner of the City of Lindsay is hereby authorized, instructed and directed to make the changes to the official Zoning Map of the City of Lindsay made by Section One of this Ordinance, by outlining the boundaries of the described parcel of the Zoning Map adopted by Ordinance 437 of the City of Lindsay.

**Section 3. CEQA REVIEW.** An Initial Study was prepared in conformance with the California Environmental Quality Act (CEQA) Guidelines, and it was found that the proposed project could not have a significant effect on the environment, with mitigations. Therefore, a Mitigated Negative Declaration has been adopted for this project.

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

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

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

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

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

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

THE FOREGOING ORDINANCE, read by title only with waiving of the reading in full, was introduced at a regularly scheduled meeting on the 10th day of September 2024.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council held on the 8th day of October 2024.

CITY COUNCIL OF THE CITY OF LINDSAY

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Ramiro Serna, Mayor

ATTEST:

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Maegan Peton, City Clerk





# STAFF REPORT

TO: Lindsay City Council  
MEETING DATE: October 8, 2024

Item #: 11.1  
Action Items

**DEPARTMENT:** City Services  
**FROM:** Ryan Heinks, Acting Director of City Services  
**Agenda Title:** Lindsay Rib Cook-off Special Event Permit and Fee Waiver

## ACTION & RECOMMENDATION

Approve Special Event Permit No. 24-08 for the 14<sup>th</sup> Annual Lindsay Rib Cook-Off Event in downtown Lindsay scheduled for November 2, 2024; and approve Fee Waiver for the event, contingent upon the City receiving all necessary documentation for the permit.

## BACKGROUND | ANALYSIS

### Part A: Rib Cook-Off Special Event Permit Application

The Rib Cook Off Committee (herein referred to as “Applicant”) has requested street closures on November 2<sup>nd</sup>, 2024, for the 14<sup>th</sup> Annual Lindsay Rib Cook Off Competition. Under the Special Event Permit provisions within Chapter 18.17.180 of the Lindsay Municipal Code, instated in Ordinance No. 598, this event is deemed a ‘Class III’ type of event due to its anticipated attendance of over five hundred (500) attendees, the sale of alcohol, and street closures.

### Event Details:

|                                     |   |
|-------------------------------------|---|
| Type of Event:                      | Rib-Cook Off Competition  |
| Event Date:                         | November 2 <sup>nd</sup> , 2024   |
| Hours:                              | 4:00am to 6:00pm  |
| Set-up Hours:                       | 4:00am to 8:00am  |
| Breakdown Hours:                    | 4:00pm to 6:00pm  |
| Location:                           | Honolulu Street<br>Mirage Avenue<br>Sweetbriar Avenue<br>Elmwood Avenue   |
| City Facility/Park Use:             | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO   |
| Road Closure:                       | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO   |
| Number of Attendees:                | 1,000   |
| Alcohol Sale:                       | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO   |
| Food truck and Merchandise Vendors: | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO   |
| Music:                              | <input checked="" type="checkbox"/> Live bands <input checked="" type="checkbox"/> DJ <input checked="" type="checkbox"/> Stage |

**Requirements:**

- Site Plan – (attached to this report).
- Circulation and Parking Plan – (attached to this report).
- Waste Plan – Mid Valley Disposal will be providing the following services
  1. One 20 yard roll off bin.
  2. 10-15 bins.
    - All to be delivered and picked up by Mid Valley Disposal on November 1<sup>st</sup>, 2024, and November 4<sup>th</sup>, 2024, respectively.
- Restrooms – The Applicant will provide an adequate number of porta potties with hand washing stations including ADA accessible units. The City will have the fixed bathrooms at Honolulu and Sweetbrier open in addition to the required portable restrooms.
- Banner Application – The Applicant has provided the graphics for their banner along with a banner application (attached to this report). The requested locations for the banners to be placed are as follows:
  1. Windmill along the north and west frontage.
  2. Sequoia Soccer Complex.
  3. Elmwood Soccer Complex.
- Safety Plan – This event will require a minimum of six (6) security guards, with one (1) designated to the alcohol sales area.
- Alcohol Management Plan – All attendees’ I.Ds will be verified upon purchase. A non-transferrable wristband for those purchasing alcohol is required.
- **Indemnity** (attached to this report).
- **Insurance.** The Applicant will be required to provide the following:
  1. \$2 million in General Liability by the Rib-Cookoff Committee.
  2. \$3 million in General Aggregate by the Rib-Cookoff Committee.
  3. \$1 million in Liquor Liability by The Orange Bar.
- **Inspections.** Fire Department and Building and Safety inspections must be conducted for the two proposed stages.

Part B: Fee Waiver Request

The Applicant is requesting that all fees identified in Figure I below be waived by action of the City Council. If the City Council approves the requested fee waiver, that action will not waive any costs incurred by the City for damage or repairs that may result from the event. All proceeds from the event will go towards the Lindsay Reserve Officers, Santa Night, Lindsay High School sports teams, Healthy Start, the Kiwanis Club, J.J. Cairns High School Student Government, and education scholarships.

**Figure I: Fee Tabulation**

| 2024 Lindsay Rib Cook Off  |      |                    |          |                   |
|----------------------------|------|--------------------|----------|-------------------|
| November 2nd, 2024         |      |                    |          |                   |
|                            | Qty. | Time               | Cost     | Total             |
| <b>High Impact</b>         |      |                    | \$686.00 | \$686.00          |
| <b>SEP Application</b>     | 1    |                    | \$500.00 | \$500.00          |
| <b>Blended rate</b>        | 8    | hrs                | \$76.24  | \$609.92          |
| <b>Fire inspection</b>     |      |                    | \$150.00 | \$150.00          |
| <b>Buidling inspection</b> |      |                    | \$148.00 | \$148.00          |
|                            |      | <b>Grand Total</b> |          | <b>\$2,093.92</b> |

**FISCAL IMPACT**

If the City Council approves the fee waiver for SEP No. 24-04, then City will not generate \$2,093.92 in revenue that would be deposited into 101-GENERAL FUND.

**ATTACHMENTS**

1. Special Event Permit Application
2. Fee Waiver Request Letter
3. Banner Application
4. Banner Artwork and Graphics

Reviewed/Approved: \_\_\_\_\_



**City of Lindsay  
Special Event Permit Application  
City Services and Planning Department  
150 N Mirage Ave. Lindsay, CA 93247  
(559)562-7102 ext. 4**

|                          |       |
|--------------------------|-------|
| <b>*OFFICE USE ONLY*</b> |       |
| Fee Paid: \$             | _____ |
| Receipt #:               | _____ |
| Accepted by:             | _____ |
| Date Received:           | _____ |

**Event Details**  
 Event Name: Lindsay Rib Cook off  
 Location: Downtown Lindsay  
 Date: Nov 2, 2024  
 Hours: 5am - 6pm  
 Anticipated Attendance: 500  
 Sale of Alcohol:  Yes  No  
 Street Closure:  Yes  No  
 Park Reservation:  Yes  No

**Applicant Information**  
 Name: Doug De Leo Welding  
 Address: 249 N. Ashland  
 City, State, Zip: Lindsay CA 93257  
 Phone: 559-804-4713  
 E-mail: Doug@deleowelding.com

**Event Organizer/Producer (if different than applicant)**  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

**Sponsoring Organizer/Company**  
 Company: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

**Class I:** Temporary uses of 31 days or less (e.g., Flower sales for Valentine's Day, Easter, Mother's Day, Father's Day and Graduation, or firework sales for Independence Day)  
**Requirements:** Special Event Permit application, site plan, business license application, property owner's permission  
**Fee:** \$100

**Class II:** Low impact events or road closures.  
**Requirements:** Special Event Permit application, site plan, traffic control/parking plan  
**Fee:** \$250 + hourly rate of staff + facility fee

**Class III:** High impact events involving road closures, the sale of alcohol, or events that occupy public space E.g., marathons, fairs, carnivals, rodeos, concerts.  
**Requirements:** Special Event Permit application, sit plan, traffic control plan, waste plan, safety plan, insurance certificate, letter of indemnification, ABC (Alcoholic Beverage Control) license application. Additional requirements may be applicable depending on specifics of event.  
**Fee:** \$500 + hourly rate of staff + facility fee

**FEE ESTIMATE AND DOCUMENTS NEEDED WILL BE DETERMINED AT MEETING WITH STAFF. SEE PAGE 2.**

| <b>CHECKLIST ITEMS TO BE DETERMINED AT MEETING WITH STAFF</b> |                       |           |                              |                           |                              |            |                 |               |               |                       |                               |
|---|-----------------------|-----------|------------------------------|---------------------------|------------------------------|------------|-----------------|---------------|---------------|-----------------------|-------------------------------|
|   | Completed Application | Site Plan | Business License Application | Property Owner Permission | Traffic/Parking Control Plan | Waste Plan | ABC Application | Security Plan | Banner Permit | Liability Certificate | Alcohol Liability Certificate |
| Needed  |                       |           |                              |                           |                              |            |                 |               |               |                       |                               |
| Submitted   |                       |           |                              |                           |                              |            |                 |               |               |                       |                               |

### Purpose

A Special Event Permit Application allows for special events to use city streets, sidewalks, facilities, and/or services. The City Services Department will review the application and evaluate the proposed uses to ensure safety and appropriateness.

### Review Process

Prior to applying, the applicant is required to schedule a pre-application meeting with Planning Staff to determine the Class of special use. This will allow Staff to **determine what materials and documentation are required, as well as provide a cost estimate of the event, to expedite the process.** Class I and II may be approved administratively. Class III events must be approved by Lindsay City Council. Class III events cannot be held in a residential zone. Special Events held in Parks cannot charge an entrance fee. Special Events that inquire for a city park to be closed must be brought forth to City Council. **Rental of public facilities requires an additional fee.**

#### Meeting Information

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

Time: \_\_\_\_\_

In attendance: \_\_\_\_\_

### Instructions

This comprehensive application has been designed to assist you in developing your event plan while also informing you of your responsibilities as an event organizer and the fees, requirements, and other permits that may be required. All sections must be completed. *Incomplete applications will not be accepted.* Applications for Class I and II Events must be submitted no less than 15 calendar days in advance. Class III Event applications must be submitted no less than 60 calendar days in advance. *Applications that do not meet this time frame will not be accepted.*

### Additional Event Details

Set-up Date Nov. 2<sup>nd</sup> 2024 to NOV 2<sup>nd</sup> 2024

Set-up Time 4am to 6pm

Tear-down Date NOV 2<sup>nd</sup> to NOV 2<sup>nd</sup>

Tear-down Time 4pm to 6pm

Event Hours (the time the event is open to the public) 12pm to 4pm

Number of Participants (use total number of units/floats for parades) \_\_\_\_\_

Number of Spectators \_\_\_\_\_

Total Anticipated Attendance 500

Type of Event:

Run  Walk  Cycling  Parade  Concert  Carnival   
Certified Farmers Market  Street Festival  Park Festival   
Fireworks  Promotional/Marketing  Fundraiser   
Protest/Rally  Filming  Tournament  Rodeo  Circus

Open to Public  or Private Event

Has this event been produced before? If so, state the previous name, date, and location of event.

Yes. This is Lindsay Rib Cook off 14<sup>th</sup> annual event in downtown Lindsay. The first Saturday of November.

Will there be an admission fee? If so, provide a detailed description of your event.

Attach additional pages and materials as needed.

Rib Cook off competition between approx. 40 cooks. There will also be number of food, merchandise vendors, car show and live band.

Event will occupy:

One Lane  Two Lanes  Half a Street  Full Street

Sidewalk Only

Closure Type:

Rolling Street Closure (Street opens to normal traffic after participants pass)

Hard Street Closure (Street will be closed for an extended period of time and/or event equipment will be placed in street for the duration of the event, meaning, no vehicle access)

Street Name See map

Between \_\_\_\_\_ and \_\_\_\_\_

Start Time 4am End Time 6pm

Street Name \_\_\_\_\_

Between \_\_\_\_\_ and \_\_\_\_\_

Start Time \_\_\_\_\_ End Time \_\_\_\_\_

## Alcohol Management Plan

Alcohol services and consumption on public property are allowed by Special Event Permit only. If you are interested in *selling* alcohol at your event, you will need to receive approval and signature from the Director of Public Safety for a California Alcoholic Beverage Control (ABC) license. Commercial enterprises and caterers are subject to different requirements. Please contact ABC's Fresno District Office at (559)225-6334 or visit [www.abc.ca.gov](http://www.abc.ca.gov) for more information.

The following rules apply to alcohol service or sales on City of Lindsay public property:

- All alcohol must be sold and consumed within a fenced venue (ABC license type will dictate the size and type of fencing)
- If the alcohol area is accessible to all ages wishing to purchase or consume alcohol must present a current ID, and if that attendee is 21 years old or older, they must be issued a nontransferable wristband. All attendees must present their wristband to be served or consume alcohol.
- Servers must be 21 years of age or older.
- Servers may not consume alcoholic beverages while serving.
- Attendees may be served no more than two standard drinks at a time. The City of Lindsay defines one standard drink size as:
  - 12 oz. beer
  - 5 oz. of wine
  - 1 oz. of distilled spirit/hard alcohol in a mixed drink
  - Shots are not permitted on public property.
- Alcohol cups must be paper or plastic and be distinguishable from other beverages.
- Service must end a minimum of 30 minutes before the scheduled event's end time.
- City staff may establish a start and end time when alcohol may be served.
- Non-alcoholic beverages and water must be available at the event.

Are you requesting permission to serve alcohol at your event? If so, which kind.

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Will the alcohol be *sold* to the attendees?

Yes       No

Is the event open to all ages?

Yes       No

Explain your sales plan (ticket system, cash at service area, how IDs will be checked, etc.).

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---

Explain who will be serving the alcohol (professional bartenders, volunteers, etc.).

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---

How many alcohol service locations will you have and where will they be located? Please include locations on the site plan/map.

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Do you have an alcohol sponsor? If yes, state who.

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**Amplified Sound/Entertainment Related Activities**

The City of Lindsay defines “amplified sound” as speech, music, or other sound projected or transmitted by electronic equipment including amplifiers, loudspeakers, microphones, or similar devices or combinations of devices, which are powered by electricity, battery, or combustible fuel and which are intended to increase the volume, range, distance or intensity of speech, music, or other sound. In accordance with Lindsay Municipal Code 8.20 Noise Control, the following restrictions apply to amplified sound: no person, shall use amplified sound, before 7am and after 10pm unless prior authorization is received, and permission is included in your Special Event Permit.

Will your event include amplified sound?

Yes       No

What times are you requesting amplified sound?

12pm to 4pm

Will sound checks be conducted prior to the start time? If yes, state the start time and end time.

11am to 12pm

Describe the sound equipment that will be used at the event.

Music band with Amplifiers.



Will there be any musical entertainment related features at your event?

Yes  No

Does the entertainment include the use of fireworks, strobes, lasers, or other electrical equipment? If yes, explain.

Amplifiers

Does the entertainment include any inflatables (bounce houses)? If yes, explain.

YES inflatable bounce house

Does the entertainment include any carnival rides? If yes, explain.

NO

Does the entertainment include animals (petting zoo, pony rides, etc.)? If yes, explain.

NO

Does the entertainment include any vehicles (car show, displays, etc.)? If yes, explain.

Car show

### Stages/Platforms

Stages/platforms may require an inspection by the City Building inspector for a fee. Will your event include the installation of stages or platforms? If yes, indicate the number of stages and their corresponding sizes. Please include it on the site plan/map.

1 - 30' long Elmwood / Honolulu intersection N. side facing south.  
1 - 16' in front of the Orange Bar

### Tents/Canopies/Temporary Structures

The standard canopy allowed at events without a special permit is 10x10. These canopies can be grouped into clusters of no more than seven. There must be a minimum 12-foot space between each cluster of canopies. Tents larger than 200 sq ft must be permitted and inspected by the Lindsay Fire Department.

Will your event include tents or canopies? If yes, indicate the number and their corresponding sizes. Please include it on the site map/plan.

45 10x10 Canopies

### Vendors

The City of Lindsay defines "vendor" as an organization or business that sells or advertises products and/or services to event attendees. Generally, there are three categories of vendors: 1) food/beverage, 2) merchandise and 3) information. A City of Lindsay Business License is required for vendors who wish to sell, expose for sale, or offer for sale any food/beverage or merchandise in the City of Lindsay. Please contact the Lindsay Department of City Services at (559) 562-7102 ext. 4 for business license information. You should require each vendor to provide you, the event organizer, with a copy of their business license (if applicable).

Does your event include food vendors? If yes, how many? 3

Does your event include food trucks? If yes, how many? 0

Will any of the food vendors or food trucks be cooking or heating food on-site? If yes, how many? 3

What method(s) will be used?

Gas  Electric  Charcoal  Other

What is your plan for disposing of grease, charcoal and/or wastewater?

Dumpsters will be provided.

Does your event include merchandise vendors? If yes, how many? 5

Does your event include information vendors? If yes, how many? 3

Will any items or services sold at your event present any unique liability issues (massages, pony rides, tattooing, piercing, etc.)? Please describe the services.

NO

### Marketing/Advertisement/Promotions

Please ensure that you have conditional approval *before* you begin to market, advertise, or promote your event. Acceptance of the Special Event Permit Application *does not* guarantee approval of your event. Once you have conditional approval, you may proceed to market, advertise, or promote your event at your

own risk. However, if the permit is not guaranteed and the event is therefore cancelled, **YOU MAY NOT HOLD THE CITY OF LINDSAY RESPONSIBLE OR LIABLE FOR ANY OF THE COSTS INCURRED FROM YOUR MARKETING, ADVERTISING, OR PROMOTIONS.**

Applicants may not use the City of Lindsay's logo for promotional purposes unless authorized by the City Council.

Do you plan to place signs or hang banners on city property? If yes, please explain and submit conceptual design of proposed signs and a sign permit application.

Signs on Windmill

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### **Insurance**

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Verification of insurance must be submitted along with the Special Event application. You must submit two documents to satisfy insurance requirements:

1. Certificate of Insurance documenting General Liability insurance coverage in the amount of \$1 million coverage and \$2 million aggregate for Class Events I and II. Class III must provide \$2 million coverage and \$3 million aggregate. The coverage should extend from the event date to any set-up and/or tear down dates. The standard proof of insurance is the ACORD certificate form. The name of the insured, the insurance carrier, the policy number, coverage limits, and effective and expiration dates for the coverage must be stated on the certificate of insurance. If alcohol is to be sold at the event, an additional \$1 million in liquor liability insurance is required. Insurance certificates must be signed by an authorized representative of the insurance carrier. Electronic signatures are acceptable.
2. An additional Insured Endorsement is required to reflect that the insurance policy has been amended to include the City of Lindsay as additional insured. The Additional Endorsement must reference the policy number as it appears on the certificate. "The City of Lindsay, it's officials, agents, employees and volunteers" must be named as additionally insured on the Additional Insured Endorsement. Your permit will not be issued until both the Certificate of Insurance and Additional Insured Endorsement have been received.

The promoter and/or vendor must agree to indemnify, save, hold harmless, and at City's request, defend the City, its officers, agents, and employees from any and all costs and expenses (including attorney and legal fees), damages, liabilities, claims, and losses occurring or resulting to the City in connection with the performance, or failure to perform, by Promoter and/or Vendor, its officers, agents, or employees under this agreement arising out of the event.

### Form of Payment

Your application is not considered complete until this fee is received. Checks must be payable to "City of Lindsay."

Please indicate the type of payment method you will be using:

- Cash
- Personal/Business Check
- Money Order
- Visa/MasterCard

- o Class I: \$100
- o Class III: \$250 + the hourly rate of staff + Facility Fee
- o Class III: \$500 + the hourly rate of staff + Facility Fee

### Signature

I have read the rules and regulations contained in this document and agree to abide by these rules and regulations. I am duly authorized by the Organizer or Sponsoring Company to submit this application on their behalf and agree to be financially responsible for any fees and costs that may be incurred by or on behalf of the event in the City of Lindsay. I certify that the information that I have provided on this application is true and to the best of my knowledge.

Printed Name Doug De Leo  
 Signature Doug De Leo

By checking this box as an electronic signature, I agree to all the terms and conditions that may apply to the special event permitting process and agree that all information contained in this application is correct and to the best of my knowledge.

Date \_\_\_\_\_ Driver's License/ID Number \_\_\_\_\_

### City Use Only

| APPROVAL DATES      | COMMENTS       |
|---------------------|----------------|
| Planning:           |                |
| Building:           |                |
| Other:              |                |
| APPROVAL SIGNATURES |                |
| Planning Dept.      | Building Dept. |
|                     |                |

9-25-24

To the Lindsay City Council:

This letter is from the board of directors of the Lindsay Rib Cook Off. Our event will be held in downtown Lindsay on Saturday, NOV 2<sup>nd</sup>, 2024. This will be our 14<sup>th</sup> annual rib cook off and the citizens of Lindsay are the main recipients of our donations.

We acquired non-profit status from the Internal Revenue Service in August of 2019, and are now a 501 (c) (3) public charity whose proceeds directly benefit several Lindsay groups. These include the Lindsay Reserve Officers Santa Night, Lindsay High School sports teams, Healthy Start, the Kiwanis, J.J. Cairns H.S. student government, and student scholarships as well as a few others.

We are asking the city to waive our application fee of \$50, our building/fire inspection fee of \$298, and our Class V event deposit of \$1500. We appreciate the city's role in assisting us with all of our past events and look forward to many more years of working together for the good of the people of Lindsay. Thank you for your consideration of this request.

Sincerely



Doug De Leo  
Secretary Lindsay Rib Cook Off



## BANNER APPLICATION

### Requirements to Hang Banners on City Owned Property:

- Banners must pertain to a festival, spectacle, and any civic event held by any nonprofit organizations within the City of Lindsay.
- Banners must list the start and end dates of the festival, spectacle, or other civic event.
- Banners must meet the minimum size requirement without exceptions.
- Banners may be installed no sooner than thirty (30) days prior to the beginning of the event.
- Banners will be removed no later than five (5) days after the completion of the event.
- Banner hanging requests will be placed on a first-come, first-served basis based on the availability of location.
- Upon receiving banners, City Services shall have three (3) to four (4) business days to install at the requested location(s).
- Banner Applications will be approved based on the following priorities:
  - City sponsored
  - City co-sponsored
  - Application received date

### The Applicant is required to:

- Submit a completed Banner Application at least 40 days in advance of proposed installation.
  - *Please note* that there is no fee to submit the application or to install the banners.
  - *If* banners are not received five (5) days prior to the proposed installation date, the City may require a payment from the applicant, based on staff costs to complete the installation.
- Submit for approval, a layout of the proposed banner including artwork and wording. It is recommended that banners not be ordered or purchased until approval from the City has been received.

### Banner Locations:

- Banner Hanging Potential locations:
  1. Windmill at Hermosa St. & Elmwood Ave.
  2. Lindsay Entrance Sign.
  3. HWY 65/Hermosa St. Lawn.
  4. Soccer Complex fence at Tulare Rd. and Elmwood Ave. intersection (Northwest corner).
  5. Soccer Complex fence at Tulare Rd. and Sequoia Ave. intersection (Northeast corner).
- Banners must meet minimum size requirements of each location. See attached picture with size requirements.
  1. Windmill at Hermosa St. & Elmwood Ave.: Can be rectangle or trapezoid shape.
  2. Lindsay Entrance Sign: Must be rectangular shape and must be double sided.
    - Soccer Complex fence at Tulare Rd. and Elmwood Ave. intersection (Northwest corner):  
Must be rectangular shape.
    - Soccer Complex fence at Tulare Rd. and Sequoia Ave. intersection (Northeast corner): Must be rectangular shape.

**FOR ADDITIONAL QUESTIONS REGARDING BANNER PERMITS, PLEASE CONTACT THE  
CITY SERVICES & PLANNING DEPARTMENT AT  
(559)562-7102 OPTION 4**



## BANNER APPLICATION

### APPLICANT INFORMATION:

Doug De Leo 9-25-24  
Name of Applicant Date  
249 N. Ashland Lindsay Ca 93257  
Address  
559-804-4713 Doug De Leo  
Phone Number Name of Contact Person

Mailing Address (if different from applicant address)

### EVENT INFORMATION:

Lindsay Rib Cook off Street Festival  
Event Name Event Type

### EVENT DATES:

From: Nov. 2<sup>nd</sup> 2024 To: Nov 2<sup>nd</sup> 2024

### BANNER HANGING TIME PERIOD REQUESTED:

Installation Date NOV 4<sup>th</sup> 2024  
Removal Date

### DESIRED LOCATION FOR INSTALLATION:

- Windmill  North  South  West  East  
 Entrance Sign  
 Sequoia Soccer Complex  
 Elmwood Soccer Complex

Please submit a completed application to the City Services & Planning Department. For an application to be deemed complete, the detailed location list and color graphic of the banner (including text and dimensions) must be attached to the application. Application submittal and questions can be directed to Director of City Services & Planning Neyba Amezcua, 150 N. Mirage Ave., Lindsay CA. at [namezcua@lindsay.ca.us](mailto:namezcua@lindsay.ca.us) or (559)562-7102 option 4.

I acknowledge that I have read and understand the City of Lindsay's banner application guidelines and that the application submitted is true and correct.

Doug De Leo  
Signature of Applicant

9-25-24  
Date

FOR ADDITIONAL QUESTIONS REGARDING BANNER PERMITS, PLEASE CONTACT THE  
CITY SERVICES & PLANNING DEPARTMENT AT  
(559)562-7102 OPTION 4







**BANNER**

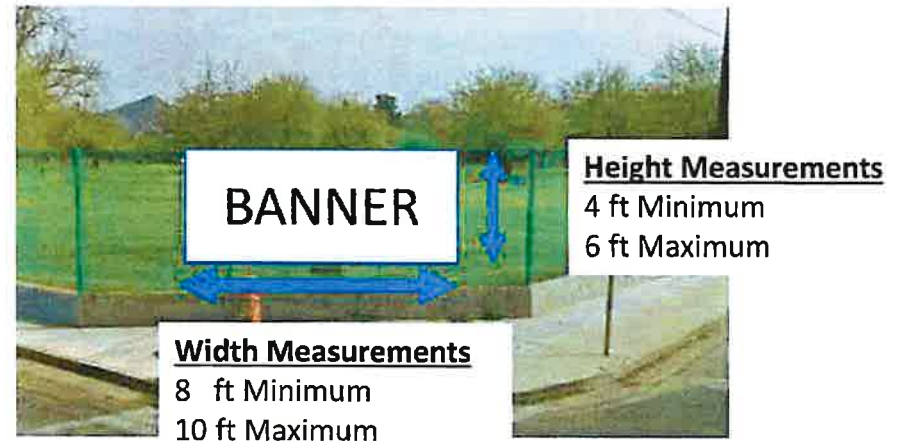
**Height Measurements**  
4.5ft

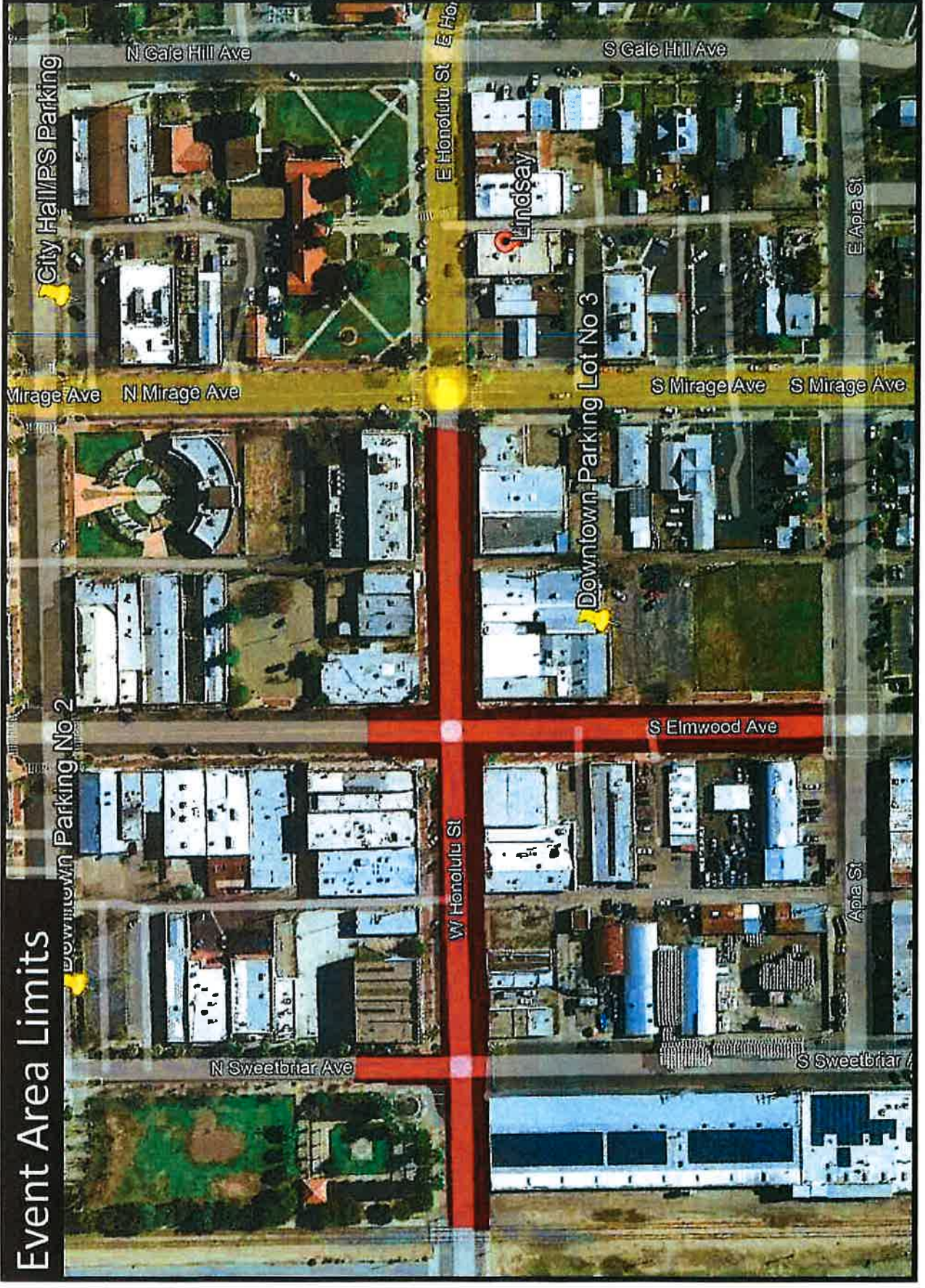
**Width Measurements**  
6.5 ft Minimum  
8.5 ft Maximum

### Elmwood Soccer Complex



### Sequoia Soccer Complex





City Hall/PS Parking

N Gale Hill Ave

S Gale Hill Ave

E Honolulu St

E Apia St

Lindsay

Mirage Ave

N Mirage Ave

Downtown Parking Lot No 3

S Mirage Ave

S Mirage Ave

Downtown Parking No 2

S Elmwood Ave

W Honolulu St

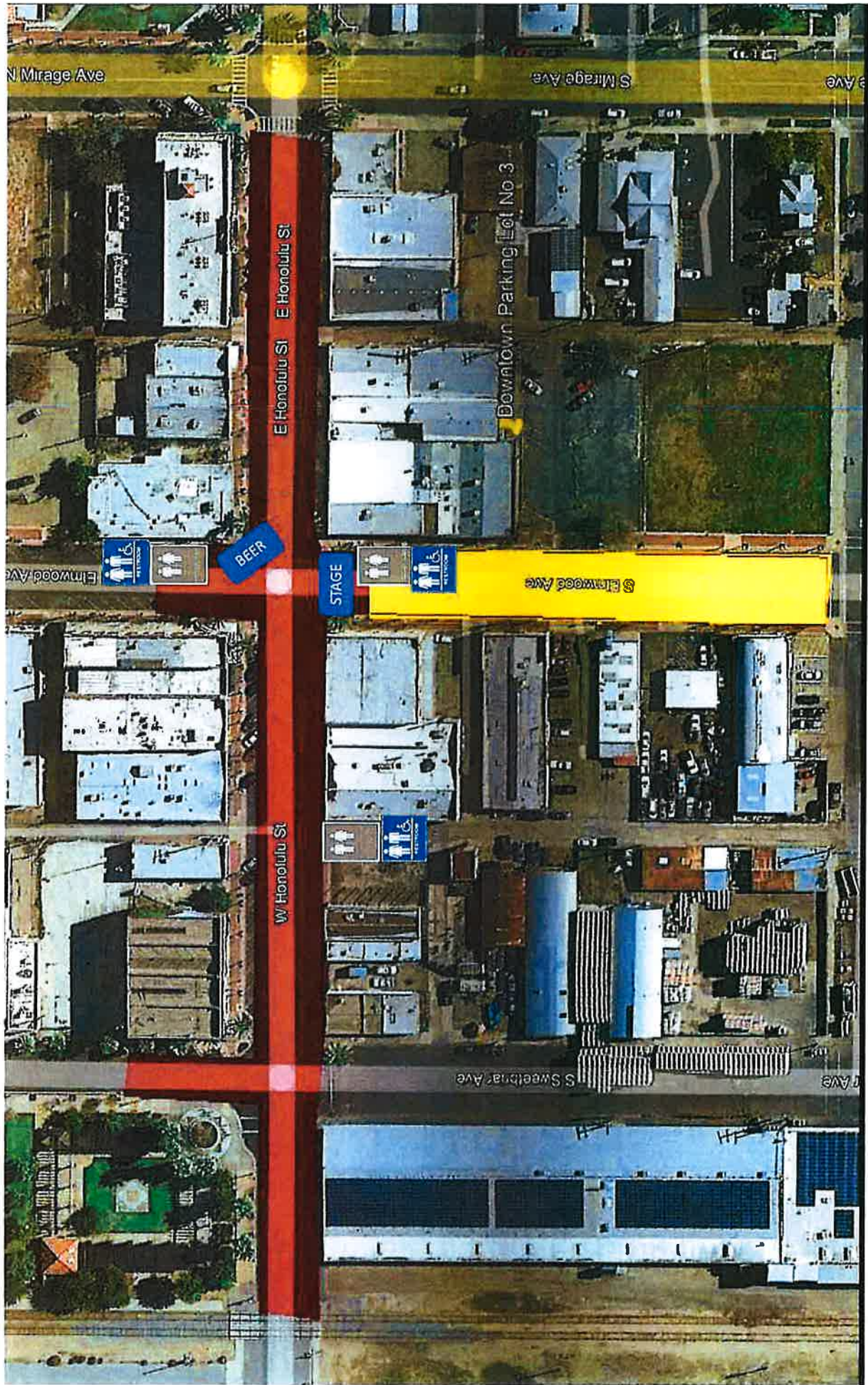
Apia St

N Sweetbriar Ave

S Sweetbriar Ave

Event Area Limits





N Mirage Ave

S Mirage Ave

S Mirage Ave

E Honolulu St

Downtown Parking Lot No 3

Elmwood Ave

BEER

STAGE

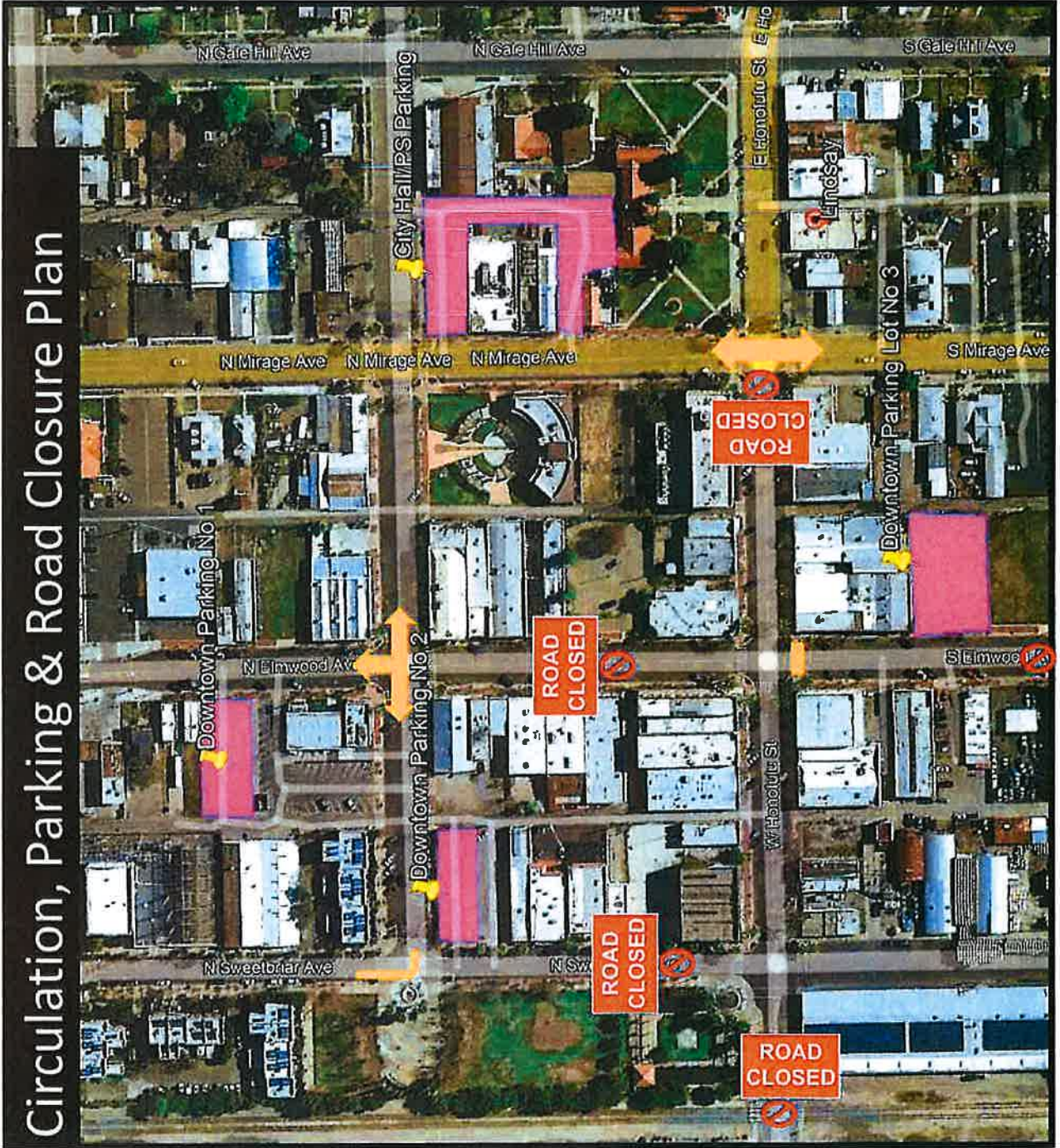
S Elmwood Ave

W Honolulu St

S Sweetbuar Ave

S Sweetbuar Ave

# Circulation, Parking & Road Closure Plan





# STAFF REPORT

TO: Lindsay City Council  
MEETING DATE: October 8, 2024

Item #: 11.2  
Action Items

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**DEPARTMENT:** City Manager  
**FROM:** Maegan Peton, City Clerk and Assistant to the City Manager  
**AGENDA TITLE:** League of Cities Annual Conference Proposed Resolution(s)

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## ACTION & RECOMMENDATION

Review the Resolution(s) being proposed for the 2024 League of Cities Annual Conference General Assembly and determine a City position for the Voting Delegate as they represent the City.

## BACKGROUND | ANALYSIS

Each year the League of Cities hosts an annual conference for City Councilmembers, City Managers, and City Clerks to attend. The Cal Cities General Assembly will take place during the conference on October 18, 2024. Cal City members may submit resolutions on issues of importance to cities. Each City must then select and approve a voting delegate and an alternate. At the August 27, 2024, City Council meeting, Councilmember Cerros was selected as the Voting Delegate and Mayor Serna was selected as the alternate.

Attached are the proposed resolutions that the City should take a position on prior to the conference.

## FISCAL IMPACT

There is no fiscal impact associated with this action.

## ATTACHMENTS

1. League of California Cities Resolution Packet

Reviewed/Approved: \_\_\_\_\_



**2023-2024  
CAL CITIES OFFICERS**

**President**

Daniel T. Parra  
Mayor  
Fowler

**First Vice President**

Lynne Kennedy  
Mayor Pro Tem,  
Rancho Cucamonga

**Second Vice President**

Gabe Quinto  
Council Member,  
El Cerrito

**Immediate Past President**

Ali Sajjad Taj  
Mayor Pro Tem,  
Artesia

**Executive Director  
and CEO**

Carolyn M. Coleman

**August 28, 2024**

TO: Mayors, Council Members, City Managers, and City Clerks

RE: Cal Cities 2024 Resolution Packet

Sixty days before the Cal Cities [Annual Conference and Expo](#), Cal Cities members may submit resolutions on issues of importance to cities. This year, Cal Cities received one resolution by the Aug. 17 deadline.

The attached packet contains the proposed resolution, supporting letters from city officials, and an analysis of the resolution by Cal Cities. The packet includes detailed information on the resolution process.

We encourage each city council to consider the resolution and determine a city position so your voting delegate can represent your city's position on the resolution.

**Voting Delegates:** City councils must appoint a voting delegate to vote during the General Assembly. Each city may also appoint up to two alternate delegates. If your city has not already done so, please appoint your voting delegate by Sept. 25. [The voting delegate packet](#) contains more information.

The Cal Cities 2024 General Assembly will be held Oct. 18 at 8:30 a.m. in the Long Beach Convention Center during the [Annual Conference and Expo](#).

For questions about resolutions, voting delegates, or the General Assembly, please contact [Zach Seals](#).





LEAGUE OF  
**CALIFORNIA**  
**CITIES**

# 2024 **Resolutions** **Packet**

## **Information on 2024 Resolutions Process**

### **Consideration by Policy Committee (pre-conference)**

Per the Cal Cities bylaws, the Cal Cities President has referred the submitted resolution to the [Governance, Transparency, and Labor Relations Policy Committee](#). The committee will meet on Oct. 3 at 10 a.m. via Zoom to review the resolution and make a recommendation that will be sent to the Resolutions Committee. A public comment period will be held during the meeting. Register for the meeting [here](#).

A list of recommendations the policy committee may make during its meeting are on page three of this packet.

### **Consideration by Resolutions Committee (during conference)**

On Oct. 17 at 1:30 p.m. the Resolutions Committee will meet to review the resolution and the recommendation of the policy committee.

The Resolutions Committee consists of one representative from each of Cal Cities caucuses, departments, divisions, and policy committees, as well as up to ten additional appointments made by the Cal Cities President. A public comment period will be held during the meeting. Refer to the onsite conference program for the location.

A list of recommendations the Resolutions Committee may make during its meeting are on page three of this packet.

### **Consideration by the General Assembly (during conference)**

The General Assembly will convene on Oct. 18 at 8:30 a.m. to consider any qualified resolutions. To vote during the General Assembly, voting delegates must have checked-in at the voting delegate booth.

Conference attendees will receive materials for the General Assembly on the evening of Oct. 17. For more information on voting and discussion procedures during the General Assembly, see page four of this packet.

### **Petitioned Resolutions (during conference)**

The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. To initiate a petitioned resolution, voting delegates from 10% of member cities must sign the petition. The resolution and signatures are due at least 24 hours before the beginning of the General Assembly. Voting delegates who have checked-in at the voting delegate booth can receive more information on petitioned resolutions at the booth onsite.

# How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.

## Prior to the Annual Conference and Expo

### General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance

to cities. The resolution must have the concurrence of at least five additional member cities or individual members.



### Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members

review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.



## During the Annual Conference and Expo

### Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during

the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.



### Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved<sup>1</sup> by either a policy committee

or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.<sup>2</sup>



### General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

## Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

**Voting delegates** are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates—one from every member city.

Seven **policy committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

<sup>1</sup> The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.

<sup>2</sup> Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI, Sec. 5(f).

## Policy Committee and Resolutions Committee Actions

The submitted resolution will be heard by the policy committee to which it was assigned, and the Resolutions Committee. The below table shows what recommendations these bodies may make on the resolution.

| <b>Policy Committee Actions</b>                                     | <b>Resolutions Committee Actions</b>   |
|---|--|
| Approve   | Approve  |
| Disapprove*   | Disapprove*  |
| No Action   | No Action  |
| Amend and approve   | Amend and approve  |
| Refer to appropriate policy committee for further study*            | Approve as amended   |
| Refer as amended to appropriate policy committee for further study* | Refer to appropriate policy committee for further study*                           |
|   | Refer as amended to appropriate policy committee for further study*                |
|   | Approve with additional amendment(s)   |
|   | Additional amendments and refer to appropriate policy committee for further study* |

*\*If a resolution is disapproved or referred for further study by all policy committees to which it is assigned and the Resolutions Committee, it will not proceed to the General Assembly.*

## General Assembly Voting and Discussion Procedures

### **Discussion Procedures:**

Discussion procedures during the General Assembly are guided by two calendars: the Consent Calendar and the Regular Calendar. As seen below, resolutions are calendared by the recommendations they receive from policy committees and the Resolutions Committee.

For General Resolutions:

| <b>Policy Committee Recommendation</b> | <b>Resolutions Committee Recommendation</b> | <b>Calendar</b>                      |
|--|---|--------------------------------------|
| Approve                                | Approve                                     | Consent Calendar                     |
| Approve                                | Disapprove or refer                         | Regular Calendar                     |
| Disapprove or refer                    | Approve                                     | Regular Calendar                     |
| Disapprove or refer                    | Disapprove or refer                         | Does not proceed to General Assembly |

For Petitioned Resolutions:

| <b>Policy Committee Recommendation</b> | <b>Resolutions Committee Action</b> | <b>Calendar</b>                      |
|--|-------------------------------------|--------------------------------------|
| N/A                                    | Approve                             | Regular Calendar                     |
|  | Disapprove or Refer                 | Regular Calendar                     |
|  | Disqualified                        | Does not proceed to General Assembly |

Items on the Consent Calendar will be presented as one motion during the General Assembly from the Resolutions Committee chair. Unless an item on the Consent Calendar is set aside by the majority of the General Assembly, a vote will be taken on the whole calendar. If an item is set aside, it will be opened for discussion, followed by a vote.

Items on the Regular Calendar will be presented individually by the Resolutions Committee chair. After a recommendation is presented by the Resolutions Committee chair, the resolution will be opened for discussion by the General Assembly. A vote will take place following discussion.

### **Voting Procedures:**

Per Cal Cities Bylaws Article XII, Sec. 2, all votes will be conducted by voice vote first. If the presiding official cannot determine the outcome a vote will be taken by an alternative method, typically a raise of voting cards by voting delegates. A roll call vote may be called for by delegates of ten percent or more of the General Assembly.

## 2024 Resolution

1. Resolution on Fair and Equal Treatment of All Governmental Officials at All Levels submitted by City of Glendora
  - Letters of concurrence submitted by:
    - i. April A. Verlato, Mayor, City of Arcadia
    - ii. Robert Gonzales, Mayor, City of Azusa
    - iii. Tim Hepburn, Mayor, City of La Verne
    - iv. Bill Uphoff, Mayor, City of Lomita
    - v. John M. Cruikshank, Mayor, City of Rancho Palos Verdes
  - Referred to Governance, Transparency, and Labor Relations Policy Committee
  - Policy Committee Recommendation:
  - Resolutions Committee Recommendation:

**Resolution No. 1: *Fair and Equal Treatment of All Governmental Officials at All Levels* submitted by City of Glendora**

## 1. A RESOLUTION OF THE GENERAL ASSEMBLY OF THE LEAGUE OF CALIFORNIA CITIES CALLING FOR THE CALIFORNIA LEGISLATURE TO ENACT LAWS THAT ENSURE THAT “WHAT APPLIES TO ONE, APPLIES TO ALL” IN THE FAIR AND EQUAL TREATMENT OF ALL GOVERNMENTAL OFFICIALS AT ALL LEVELS IN THE STATE OF CALIFORNIA

Source: City of Glendora

Concurrence of five or more cities/city officials

City Officials: April A. Verlato, Mayor, City of Arcadia; Robert Gonzales, Mayor, City of Azusa; Tim Hepburn, Mayor, City of La Verne; Bill Uphoff, Mayor, City of Lomita; John M. Cruikshank, Mayor, City of Rancho Palos Verdes

Referred to: Governance, Transparency and Labor Relations Policy Committee

**WHEREAS**, the General Assembly of the League of California Cities objects to the practice of the California Legislature of imposing rules limiting authority or regulating the conduct of local municipal officials that do not also apply to elected officials of the State of California; and

**WHEREAS**, examples of such rules or regulations that apply to local city elected officials that do not otherwise apply to the elected officials of the State of California include, but are not limited to:

California's open meeting rules, codified in the Ralph M. Brown Act, Government Code, Chapter 9, §§ 54950 *et seq.*, which purport to “declare[] that the public commissions, boards and councils and the other public agencies in this State exist to aid in the conduct of the people's business. It is the intent of the law that their actions be taken openly and that their deliberations be conducted openly,” but which limits its application to “local agencies,” but not including elected officials of the State of California;

Creating “one-off” exemptions, in the form of Senate Bill No. 174, from the California Environmental Quality Act (“CEQA”) which purportedly requires all government agencies to consider the environmental consequences of their actions before approving plans and policies or committing to a course of action on a project in order to demolish and then rebuild State offices for the Governor and other State officials;



Adopting rules, in the form of Senate Bill No. 1439, amending the Political Reform Act (the "Act"), by removing the exception for local elected officers from contribution limits requiring disqualification on development project decisions," but not including elected officials of the State of California;

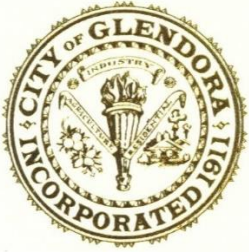
Adopting rules, in the form of Assembly Bill No. 571, that apply to city and county candidates for local elected office, but not to candidates for state-wide office, including, but not limited to: prohibiting the making a contribution over the AB 571 limit to another candidate in jurisdictions subject to the AB 571; requiring a candidate that has qualified as a committee to establish a separate controlled committee and campaign bank account for each specific office; prohibiting a candidate from redesignating a committee for one election for another election.

**WHEREAS**, the General Assembly of the League of California Cities now calls upon the Governor and the California Legislature to adopt a policy, practice, and procedure requiring, in their legislative activities, that "what applies to one applies to all."

**NOW, THEREFORE, BE IT RESOLVED** at the League General Assembly, assembled at the League Annual Conference on October 18, 2024 in Long Beach, California, that the League calls upon the Governor of the State of California and the elected members of the California Legislature, including all members of the Senate and Assembly to adopt the following policy:

***"The California State Legislature shall not enact, and the Governor shall not sign into law, any law or regulation that applies solely to elected officials of California cities and counties, unless such law or regulation also applies equally to members of the California State Assembly and Senate. This prohibition shall not apply to laws or regulations affecting the inherent powers of the legislative branch under the California Constitution."***

## **Resolution No. 1: Letters of Concurrence**



July 10, 2024

The City Council of Glendora  
is proposing the following resolution for consideration at the  
California League of Cities annual conference  
on  
October 18, 2024

Proposed Resolution: ("To ensure fairness and equal treatment for all government officials in California")

*"The California State Legislature shall not enact, and the Governor shall not approve, any law or regulation that applies solely to elected officials of California cities and counties, unless such law or regulation also applies equally to members of the California State Assembly and Senate. This prohibition shall not apply to laws or regulations affecting the inherent powers of the legislative branch under the California Constitution."*

The following five city council members are in concurrence with their letters of support (attached):

- ✓ Mayor John Cruikshank, City of Rancho Palos Verdes
- ✓ Mayor Bill Uphoff, City of Lomita
- ✓ Mayor Robert Gonzales, City of Azusa
- ✓ Mayor April Verlato, City of Arcadia
- ✓ Mayor Tim Hepburn, City of La Verne

Please confirm receipt of this request.

Sincerely,

Michael Allawos  
Council Member  
City of Glendora



April A. Verlato  
Mayor

July 9, 2024

Honorary Mike Allawos  
Glendora City Councilmember  
116 E. Foothill Blvd.  
Glendora, CA 91741

**RE: Support for "Glendora CalCities Resolution"**

Dear Councilmember Allawos:

I would like to be a voice of support for Glendora's timely and needed resolution below for the upcoming CalCities annual conference this coming October 18, 2024.

**"The California State Legislature shall not enact, and the Governor shall not approve, any law or regulation that applies solely to elected officials of California cities and counties, unless such law or regulation also applies equally to members of the California State Assembly and Senate. This prohibition shall not apply to laws or regulations affecting the inherent powers of the legislative branch under the California Constitution."**

I am an elected representative for our respective city, county, and state governance to do the people's work and be their collective voices. We should all have the same rules to be governed by.

Sincerely,

April A. Verlato  
City of Arcadia Mayor

240 West Huntington Drive  
Post Office Box 60021  
Arcadia, CA 91066-6021  
(626) 574-5403 City Hall  
averlato@ArcadiaCA.gov  
www.ArcadiaCA.gov

July 8, 2024

Hon. Michael Allawos  
Glendora City Councilmember  
116 E. Foothill Blvd.  
Glendora, CA 91741

Re: Support for "Glendora's CalCities Resolution"

Councilmember Allawos:

I would like to support Glendora's timely and needed resolution below for the upcoming CalCities annual conference this coming October 18, 2024:

"The California State Legislature shall not enact, and the Governor shall not approve, any law or regulation that applies solely to elected officials of California cities and counties, unless such law or regulation also applies equally to members of the California State Assembly and Senate. This prohibition shall not apply to laws or regulations affecting the inherent powers of the legislative branch under the California Constitution "

I am an elected representative for the City of Azusa . We should all have the same rules to be governed by.

Sincerely,



Mayor Robert Gonzales

\*The views or opinions expressed in this letter are intended to be interpreted as the individual work product of the author They do not necessarily reflect an official position of the City Council, staff or other entities



# CITY OF LAVERNE CITY HALL

3660 "D" Street, La Verne, California 91750-3599  
www.cityoflaverne.org

July 8, 2024

Ms. Kathleen Sessman  
Glendora City Clerk  
116 E. Foothill Blvd.  
Glendora, California 91741

Re: Item 14 – Cal Cities Annual Conference Resolution

Dear Ms. Sessman:

As the Mayor of the City of La Verne, I would like to voice support for Glendora's timely and needed resolution, within agenda item #14, for the upcoming League of California Cities (Cal Cities) annual conference this coming October 18, 2024.

In its simplistic form, the proposed Resolution states what we all believe should be true for each and every elected official: We should all have the same rules to be governed by. No matter what level of government an official is elected to, we are here to do the people's work and be their collective voices. The Resolution simply states:

*"The California State Legislature shall not enact, and the Governor shall not approve, any law or regulation that applies solely to elected officials of California cities and counties, unless such law or regulation also applies equally to members of the California State Assembly and Senate. This prohibition shall not apply to laws or regulations affecting the inherent powers of the legislative branch under the California Constitution."*

Whether the State Legislature or Governor heed our collective voices, we at the local level, through our Cal Cities membership, will have demonstrated our resolve that the basic leadership characteristic of leadership by example is the best approach to holding elective office.

Sincerely,

Tim Hepburn  
Mayor

General Administration 909/596-8726 • Water Customer Service 909/596-8744 • Community Services 909/596-8700  
Public Works 909/596-8741 • Finance 909/596-8716 • Community Development 909/596-8706 • Building 909/596-8713  
Police Department 909/596-1913 • Fire Department 909/596-5991 • General Fax 909/596-8737

Bill Uphoff  
Lomita, CA

July 8, 2024

Hon. Mike Allowos  
Glendora City Councilmember  
116 E. Foothill Blvd.  
Glendora, CA 91741

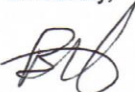
**Re: Support for “Glendora’s CalCities Resolution”**

Dear Councilmember Allowos:

I would like to be a voice of support for Glendora’s timely and needed resolution below for the upcoming CalCities annual conference this coming October 18, 2024.

***“The California State Legislature shall not enact, and the Governor shall not approve, any law or regulation that applies solely to elected officials of California cities and counties, unless such law or regulation also applies equally to members of the California State Assembly and Senate. This prohibition shall not apply to laws or regulations affecting the inherent powers of the legislative branch under the California Constitution.”***

I am an elected representative for our respective city, county, and state governance to do the people’s work and be their collective voices. We should all have the same rules to be governed by.

Sincerely,  


Bill Uphoff, Mayor  
City of Lomita

*The views or opinions expressed in this letter are intended to be interpreted as the individual work product of the author. They do not necessarily reflect an official position of the City Council, staff or other entities.*

John M. Cruikshank  
Rancho Palos Verdes, CA

July 6, 2024

Hon. Mike Allawos  
Glendora City Councilmember  
116 E. Foothill Blvd.  
Glendora, CA 91741

**Re: Support for “Glendora’s CalCities Resolution”**

Dear Councilmember Allawos:

I would like to be a voice of support for Glendora’s timely and needed resolution below for the upcoming CalCities annual conference this coming October 18, 2024.

***“The California State Legislature shall not enact, and the Governor shall not approve, any law or regulation that applies solely to elected officials of California cities and counties, unless such law or regulation also applies equally to members of the California State Assembly and Senate. This prohibition shall not apply to laws or regulations affecting the inherent powers of the legislative branch under the California Constitution.”***

I am an elected representative for our respective city, county, and state governance to do the people’s work and be their collective voices. We should all have the same rules to be governed by.

Sincerely,



John M. Cruikshank, Mayor  
City of Rancho Palos Verdes

*The views or opinions expressed in this letter are intended to be interpreted as the individual work product of the author. They do not necessarily reflect an official position of the City Council, staff or other entities.*



## **Resolution No. 1: Staff Analysis**

## League of California Cities Staff Analysis on Resolution No. 1

Staff: Johnnie Pina, Legislative Affairs, Lobbyist  
Committee: Governance, Transparency, and Labor Relations

### **Summary:**

This Resolution states that the League of California Cities shall call upon the Governor of the State of California and the elected members of the California Legislature, including all members of the Senate and Assembly to adopt the following policy:

“The California State Legislature shall not enact, and the Governor shall not sign into law, any law or regulation that applies solely to elected officials of California cities and counties, unless such law or regulation also applies equally to members of the California State Assembly and Senate. This prohibition shall not apply to laws or regulations affecting the inherent powers of the legislative branch under the California Constitution.”

### **Background:**

This resolution states that examples of the California Legislature imposing rules limiting authority or regulating the conduct of local municipal officials that do not also apply to elected officials of the State of California include, but are not limited to:

- California’s open meeting rules, codified in the **Ralph M. Brown Act**, Government Code, Chapter 9, §§ 54950 *et seq.*;
- “One-off” exemptions, in the form of Senate Bill No. 174, from the **California Environmental Quality Act (“CEQA”)**;
- Rules, in the form of **Senate Bill No. 1439**, amending the **Political Reform Act** (the “Act”); and
- Rules, in the form of **Assembly Bill No. 571**, that apply to city and county candidates for local elected office, but not to candidates for state-wide office.

### **Ralph M. Brown Act**

[The California Attorney General’s \(AG\) Office](#) defines [The Ralph M. Brown Act](#) (Brown Act) as what governs meetings conducted by local legislative bodies, such as boards of supervisors, city councils and school boards. The AG’s office states the Act represents the Legislature’s determination of how the balance should be struck between public access to meetings of multi-member public bodies on the one hand and the need for confidential candor, debate, and information gathering on the other.

[The Ralph M. Brown Act](#) governs local agencies, the [Bagley-Keene Open Meeting Act](#) covers all state boards and commissions, and [Government code](#)

[9027](#) governs the state Legislature. The California Constitution also mandates open meetings for state agencies, boards, and commissions. Specifically, the Constitution requires that each local agency comply with the Brown Act (Article I, section 3(b)(7)): and that the proceedings of each house of the Legislature be open and public (with exceptions for employment matters; matters affecting security; confer with legal counsel; and to meet as a caucus (Article IV, section 7)).

Although fairly detailed requirements apply to state agencies and other state bodies, they do not apply to the Legislature. The Legislature has Constitutional authority to adopt rules for its proceedings that are consistent with the requirement that the proceedings of each house and the committees be open and public.

Another notable difference between the Legislature and a city council is the ability for Legislators to have a caucus to discuss a bill, express how they will vote, and to count votes. This is not allowed under the Brown Act. One other difference is that the laws governing teleconferencing for members of the state Legislature is far less flexible than it is for local bodies. However, state agencies have more flexibility than locals in that regard.

### **California Environmental Quality Act (“CEQA”)**

The Resolution cites the Legislature's action in exempting from CEQA the reconstruction of the State Capitol Annex building. The State Legislature enacted the [California Environmental Quality Act \(CEQA\)](#) in 1970, establishing it as a public disclosure law for the environmental review of discretionary projects and a process for mitigating or avoiding potential environmental impacts.

[SB 174 \(Committee on Budget and Fiscal Review\)](#) Chaptered by Secretary of State. Chapter 74, Statutes of 2024 was signed into law July 2, 2024. This bill exempts the work performed under the State Capitol Building Annex Act of 2016 from the California Environmental Quality Act (CEQA). In this example the Legislature exempted themselves as not being considered a “public agency,” “state agency,” or “lead agency” under CEQA. A lead agency under CEQA is the public agency that has the principal responsibility for carrying out or approving a project that is subject to CEQA.

Over the years, the Legislature has also created many CEQA exceptions and exemptions for local projects involving local agencies as well.

### **The Political Reform Act (PRA) - Senate Bill No. 1439**

[SB 1439 \(Glazer\)](#) Chaptered by Secretary of State. Chapter 848, Statutes of 2022 amends section 84308 and is aimed at preventing "pay-to-play" practices, in part by prohibiting parties, participants, and their respective agents in a

proceeding involving a license, permit, or other entitlement for use from contributing more than \$250 to an officer of an agency during a 12 month period. When the Levine Act was first enacted in 1982, Section 84308 applied to appointed members of boards and commissions who were running for elective office. SB 1439 expended this law to now apply to local elected officials. Since it is focused on permits and licenses, it now applies to State agencies and local agencies that approve permits and licenses. Section 84308 does not apply to the Legislature or the Courts. It is important to note that unlike local governments, neither issue permits and licenses.

### **The Political Reform Act (PRA) - Assembly Bill No. 571**

[AB 571 \(Mullin\)](#) Chaptered by Secretary of State. Chapter 556, Statutes of 2019 established default campaign contribution limits for county and city office at the same level as the limit on contributions from individuals to candidates for Senate and Assembly, effective January 1, 2021. This bill permitted a county or city to establish its own contribution limits, which would prevail over these default limits.

The Resolution cites AB 571 as an example of treating cities differently than the State. The Fair Political Practices Commission clarifies in their [AB 571 fact sheet](#) that under AB 571 a city may elect to have "no" contribution limit in which case the state contribution limit will not apply as a default for that jurisdiction. A city or county can set contribution limits higher than the default state limit, AB 571 sets a default in line with contributions Assembly Members and Senators if a city or county is silent on contribution limits.

### **Fiscal Impact:**

Unknown.

### **Existing Cal Cities Policy:**

#### **Mission Statement**

To expand and protect local control for cities through education and advocacy to enhance the quality of life for all Californians.

We Believe:

- Local self-governance is the cornerstone of democracy.
- In the involvement of all stakeholders in establishing goals and in solving problems.
- In conducting the business of government with transparency, openness, respect, and civility. The spirit of honest public service is what builds communities.
- Open decision-making that is of the highest ethical standards honors the public trust.
- The vitality of cities is dependent upon their fiscal stability and local autonomy. The active participation of all city officials increases Cal Cities' effectiveness.

- Partnerships and collaborations are essential elements of focused advocacy and lobbying.
- Ethical and well-informed city officials are essential for responsive, visionary leadership and effective and efficient city operations.

**Comments:**

**Additional Examples**

The Legislature has passed and the Governor has signed many laws that apply to local governments and do not apply to the state or the state Legislature. This year [AB 2561 \(McKinnor\)](#) was introduced, which requires local governments to present in a public meeting a detailed report about their vacancy rates and detailed information about their hiring practices. This is an attempt to address public sector vacancy rates. This bill does not apply to the state in a time when they are also dealing with high vacancy rates.

Additionally, there were several bills that aim to amend the Levine Act, which now applies to local elected officials, to make changes to SB 1439, referenced previously in the analysis. None of the bills would amend the law to be applicable to Assembly Members or Senators.

[AB 817 \(Pacheco\)](#), co-sponsored by Cal Cities tried to bring parity to the Brown Act by making the teleconference rules for state advisory bodies the same for local advisory bodies but the Legislature struck the bill down.

**Applying to elected officials or to the legislative body? Legislature or the State?**

The resolution also states, "... applies solely to elected officials of California cities and counties, unless such law or regulation also applies equally to members of the California State Assembly and Senate."

This portion of the resolve clause is specifically speaking to local elected officials and State Assembly Members and Senators. However, many of the "where as" clauses are in reference to laws that apply to cities, the state and the Legislature as government agencies and not specifically to the elected officials on the governing bodies. For example, the Brown Act applies rules to the Legislative body and not the individual council member. Additionally, the city council as a whole is the lead agency under CEQA and not the individual council members.

**Inherent Powers of the Legislative Branch**

The resolution also states, "This prohibition shall not apply to laws or regulations affecting the inherent powers of the legislative branch under the California Constitution."

It is unclear what inherent powers of the legislative branch under the California Constitution means in this context. The legislative branch does have the power

of preemption over cities and can state that a change in law is a matter of state wide concern. This allows the legislative branch to apply new laws or amend existing laws to apply to general law and charter cities. It seems like the last sentence of the resolve clause could negate the rest of the resolve clause if not clarified.

**Support:**

The following letters of concurrence were received:

April A. Verlato, Mayor, City of Arcadia

Robert Gonzales, Mayor, City of Azusa

Tim Hepburn, Mayor, City of La Verne

Bill Uphoff, Mayor, City of Lomita

John M. Cruikshank, Mayor, City of Rancho Palos Verdes



**STAFF REPORT**

**TO:** Lindsay City Council

**MEETING DATE:** October 8, 2024

**Item #: 11.3**  
**Action Items**

**DEPARTMENT:** City Manager

**FROM:** Daymon Qualls, City Manager

**AGENDA TITLE:** 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.

**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/~~\$42~~,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.
- 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 \$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.
- 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/\$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: October 8, 2024

Item #: 11.4  
Action Items

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**DEPARTMENT:** City Manager  
**FROM:** Maegan Peton, City Clerk and Assistant to the City Manager  
**AGENDA TITLE:** Lindsay Economic Development Committee Member Selection

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## ACTION & RECOMMENDATION

Select up to five (5) members from the applications provided to serve as the Committee Members for the Lindsay Economic Development Committee; and select two (2) Council members and three (3) City staff to serve as the remaining members.

## BACKGROUND | ANALYSIS

At the September 10, 2024, Council Meeting, the City Council adopted Resolution No. 24-31 formally establishing the Lindsay Economic Development Committee and approved the bylaws by which the Committee will adhere to. After the Council Meeting, staff developed an online application and began accepting member applications. The last day for the public to submit applications was Wednesday, September 25, 2024. Five applications were received.

## FISCAL IMPACT

There is no fiscal impact directly associated with this action. However, indirect costs may include staff time for attending the Lindsay Economic Development meetings.

## ATTACHMENTS

1. Member Applications

Reviewed/Approved: \_\_\_\_\_

**From:** [Boards, Commissions, and Committees Application](#)  
**To:** [Maegan Peton](#)  
**Subject:** Form submission from: Boards, Commissions, and Committees Application  
**Date:** Tuesday, September 24, 2024 3:33:47 PM

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Submitted on Tuesday, September 24, 2024 - 3:33pm

Submitted by anonymous user: 108.147.93.94

Submitted values are:

First Name Norberto

Last Name Galindo

Phone Number [REDACTED]

Email [REDACTED]

Board, Commission, Committee Lindsay Economic Development Committee

Home Address [REDACTED] Lindsay ca 93247

Business Address (Required if you do not reside in City limits)

Please describe your education and work experience/training that you believe would be relevant in your role on the Committee (500 Max Words) I can assist in drafting clear, concise documents such as meeting agendas, reports, and presentations, ensuring that all information is accessible and well-structured. I can interpret and organize large datasets, helping in trend analysis, predictions, and planning.

The results of this submission may be viewed at:

<https://www.lindsay.ca.us/node/791/submission/756>

**From:** [Boards, Commissions, and Committees Application](#)  
**To:** [Maegan Peton](#)  
**Subject:** Form submission from: Boards, Commissions, and Committees Application  
**Date:** Wednesday, September 11, 2024 1:33:07 PM

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Submitted on Wednesday, September 11, 2024 - 1:32pm

Submitted by anonymous user: 104.28.123.188

Submitted values are:

First Name Susana  
Last Name Gutierrez

Phone Number [REDACTED]

Email [REDACTED]

Board, Commission, Committee Lindsay Economic Development Committee

Home Address [REDACTED]

Business Address (Required if you do not reside in City limits)

Why do you want to serve on the Committee? I love our city. I believe our city has room to improve in our community as a whole. This is our town and we should take great care about economic development. There is always room to improve. I believe I can help with our city improvement

The results of this submission may be viewed at:

<https://www.lindsay.ca.us/node/791/submission/748>



**INELIGIBLE - OUTSIDE OF CITY LIMITS  
NO EMPLOYMENT LISTED IN CITY LIMITS**

**From:** [Boards, Commissions, and Committees Application](#)  
**To:** [Maegan Peton](#)  
**Subject:** Form submission from: Boards, Commissions, and Committees Application  
**Date:** Wednesday, September 11, 2024 1:21:09 PM

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Submitted on Wednesday, September 11, 2024 - 1:21pm

Submitted by anonymous user: 35.151.53.224

Submitted values are:

First Name Rafael

Last Name Lopez

Phone Number [REDACTED]

Email [REDACTED]

Board, Commission, Committee Lindsay Economic Development Committee

Home Address [REDACTED] Lindsay ca

Business Address (Required if you do not reside in City limits)

Why do you want to serve on the Committee? In need of work and ready to take action on cleaning up our environment make Lindsay a safer place have a chance to speak up on what our city needs to improve our economy

The results of this submission may be viewed at:

<https://www.lindsay.ca.us/node/791/submission/747>

**INELIGIBLE - OUTSIDE OF CITY LIMITS  
NO EMPLOYMENT LISTED IN CITY LIMITS**

**From:** [Boards, Commissions, and Committees Application](#)  
**To:** [Maegan Peton](#)  
**Subject:** Form submission from: Boards, Commissions, and Committees Application  
**Date:** Tuesday, September 24, 2024 2:33:19 PM

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Submitted on Tuesday, September 24, 2024 - 2:33pm

Submitted by anonymous user: 71.27.120.193

Submitted values are:

First Name Matthew  
Last Name Mingrone

Phone Number [REDACTED]

Email [REDACTED]

Board, Commission, Committee Lindsay Economic Development Committee

Home Address [REDACTED] Lindsay, CA 93247

Business Address (Required if you do not reside in City limits)

Please describe your education and work experience/training that you believe would be relevant in your role on the Committee (500 Max Words) Bachelor's in Business administration, 32 years in Tourism/ Hospitality; Prior employment Eagle Mountain Casino - Marketing Director 2009-2014, General Manager 2014 - 2023; Currently President &CEO Visalia Chamber of Commerce

The results of this submission may be viewed at:

<https://www.lindsay.ca.us/node/791/submission/755>

**From:** [Boards, Commissions, and Committees Application](#)  
**To:** [Maegan Peton](#)  
**Subject:** Form submission from: Boards, Commissions, and Committees Application  
**Date:** Wednesday, September 11, 2024 2:56:34 PM

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Submitted on Wednesday, September 11, 2024 - 2:56pm

Submitted by anonymous user: 35.151.53.146

Submitted values are:

First Name Dr. Henry  
Last Name Villanueva

Phone Number [REDACTED]

Email [REDACTED]

Board, Commission, Committee Lindsay Economic Development Committee

Home Address [REDACTED], Lindsay 93247

Business Address (Required if you do not reside in City limits)

Please describe your education and work experience/training that you believe would be relevant in your role on the Lindsay Economic Development Committee Education: ED.D. MS - Counseling BA - Chicano Studies Professional Experience: 25 years as Administrator, Faculty and Researcher in higher education 12 years as Quality Assurance Manager for Ventura County Behavioral Health 5 years as migrant education counselor Community Service: 50 years working with community-based organizations and non-profit organizations in the areas of education, mental health and social services. Have served as organizer, trainer and advocate for disenfranchised communities.

The results of this submission may be viewed at:

<https://www.lindsay.ca.us/node/791/submission/749>

## Henry E Villanueva, Ed.D.

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### **Education:**

ED.D.

MS - Counseling

BA - Chicano Studies

### **Professional Experience:**

25 years as Administrator, Faculty and Researcher in higher education

12 years as Quality Assurance Manager for Ventura County Behavioral Health

5 years as migrant education counselor

### **Community Service:**

50 years working with community-based organizations and non-profit organizations in the areas of education, mental health and social services. Have served as organizer, trainer and advocate for disenfranchised communities.

### **Recent Engagement:**

Working with Padres Juntos of Oxnard in the development of a strategic Plan and the obtainment of a 501C3.

Serve on the Ventura County Latino Reducing Disparities Committee addressing mental health needs.

Serve as a volunteer with the United Farm Workers organization.

Serve as an advocate for disenfranchised low-income Latinos dealing with social services and education.

### **Personal:**

Second generation Mexican born in the United States. My family were Farm Workers, and worked in farm labor from age 8 through age 18. Father's family is from Guanajuato, Mexico and Mother's family is from Chihuahua, Mexico. Grew up in Visalia CA in the Central San Joaquin Valley.



# STAFF REPORT

TO: Lindsay City Council  
MEETING DATE: October 8, 2024

Item #: 11.5  
Action Items

**DEPARTMENT:** City Services  
**FROM:** Kira Stowell, Contract City Planner  
**AGENDA TITLE:** Operations and Maintenance Agreement with Porterville Citrus, Inc

## ACTION & RECOMMENDATION

Approve Resolution 24-36, authorizing the City Manager to execute an Operations and Maintenance Agreement for a conveyor bridge owned and operated by Porterville Citrus, Inc once all requirements are met.

## BACKGROUND | ANALYSIS

Porterville Citrus, Inc., owner of two parcels; APN: 205-220-014-000 and APN: 205-271-037-000 (201 South Sweetbriar Avenue), currently operates a conveyor bridge from one property to the next above West Lewis Street. Porterville Citrus, Inc. "Owner" wishes to make upgrades to the existing conveyor bridge. In order to protect the interests of the City of Lindsay "City", an Operations and Maintenance Agreement "Agreement" is proposed. The proposed Agreement outlines the responsibilities of the Owner to maintain, repair, and service the conveyor bridge and indemnifies the City of any legal or financial obligations related to the bridge.

The Agreement, drafted by the Owner, has been reviewed by City staff and the City Attorney and found to be satisfactory. The Owner is responsible for obtaining an Encroachment Permit to upgrade the existing conveyor bridge. The Agreement protects the City's interests and requires the Owner to hire a licensed California contractor to conduct annual inspections of the bridge. Inspection reports must be submitted to the City within 30 days. The City is also granted access to enter that portion of the Owner's property where the conveyor bridge is located, and to inspect the bridge whenever the City deems it necessary to enforce the Encroachment Permit, the Agreement, and/or applicable laws. Once executed and recorded, the Agreement cannot be cancelled unless agreed upon by both parties or upon the City's determination that the use of the encroachment area, or any portion thereof, is required for any municipal or public utility purpose, or Owner's use is detrimental to or not in furtherance of the public health, safety, welfare, and interest, followed by giving the Owner at least sixty (60) days prior written notice of its decision to do so.

## ENVIRONMENTAL REVIEW

This project is categorically exempt from CEQA per Article 19, Section 15301 "Existing Facilities" and 15303 "New Construction or Conversion of Small Structures".

## FISCAL IMPACT

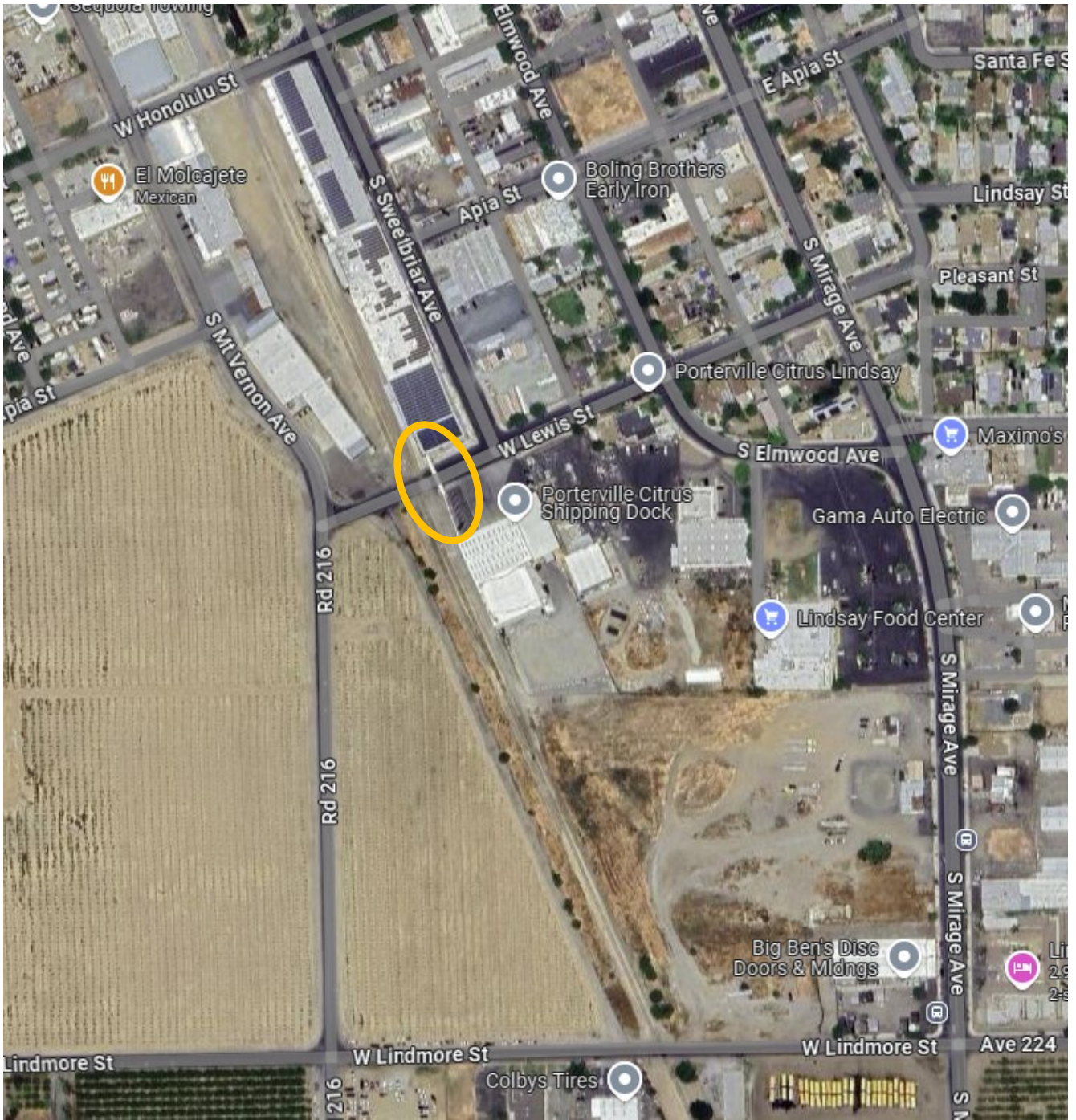
There is no fiscal impact associated with this action.

## ATTACHMENTS

1. Location Map
2. Draft Operations and Maintenance Agreement
3. Resolution 24-36

Reviewed/Approved: \_\_\_\_\_

# Location Map





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

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**NUMBER** 24-36

**TITLE** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY, AUTHORIZING THE CITY MANAGER TO EXECUTE AN OPERATIONS AND MAINTENANCE AGREEMENT FOR A CONVEYOR BRIDGE OWNED AND OPERATED BY PORTERVILLE CITRUS, INC FOR PROPERTIES LOCATED AT 201 SOUTH SWEETBRIAR AVENUE, LINDSAY, CA 93247 (APNS: 205-220-014 AND 205-271-037) ONCE ALL REQUIREMENTS ARE MET

**MEETING** At a regularly scheduled meeting of the City of Lindsay City Council held on October 8, 2024, at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

**WHEREAS**, Porterville Citrus, Inc., owner of two parcels; APN: 205-220-014-000 and APN: 205-271-037-000 (201 South Sweetbriar Avenue), wishes to make upgrades to an existing conveyor bridge that runs from one property to the next above West Lewis Street; and

**WHEREAS**, the City of Lindsay City Council has determined that the request is exempt from provisions of the California Environmental Quality Act (CEQA) per Article 19, Section 15301 “Existing Facilities” and 15303 “New Construction or Conversion of Small Structures”; and

**WHEREAS**, in order to protect the interests of the City of Lindsay “City”, an Operations and Maintenance Agreement “Agreement” is proposed. The proposed Agreement outlines the responsibilities of the Owner to maintain, repair, and service the conveyor bridge and indemnifies the City of any legal or financial obligations related to the bridge; and

**WHEREAS**, the Agreement, drafted by the Owner, has been reviewed by City staff, the City Council, and the City Attorney and found to be satisfactory.

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

- SECTION 1. Property Owner will fully complete all of the following tasks, at Property Owner's sole cost and expense, as a condition precedent to the execution of the Operations and Maintenance Agreement:
1. The Owner is responsible for obtaining an Encroachment Permit to upgrade the existing conveyor bridge.
  2. Property Owner shall obtain, at Property Owner's sole cost and expense, any and all permits and approvals required for the conveyor bridge and all (if any) environmental reviews including without limitation those pertaining to the California Environmental Quality Act (CEQA).



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

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SECTION 2. The Mayor, or pending officer, is hereby authorized to affix their signature to the Resolution signifying its adoption by the City Council of the City of Lindsay, and the City Clerk, or their duly appointed deputy, is directed to attest them.

SECTION 3. The City Manager is hereby authorized to affix their signature to execute the Operation and Maintenance Agreement once all requirements are met.





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

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

|               |                 |
|---------------|-----------------|
| MEETING DATE  | October 8, 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: October 8, 2024

Item #: 11.6  
Action Items

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**DEPARTMENT:** City Services  
**FROM:** Mauricio Mendoza, Engineer Technician  
**Agenda Title:** Work Authorization for QK, Inc for Construction Staking Services

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## ACTION & RECOMMENDATION

Authorize the Mayor or Mayor Pro Tem to execute an Extra Work Authorization with the City's contract City Engineer firm QK, Inc., in an amount not to exceed \$66,700 for Construction Staking Services for the Olive Bowl and Kaku Park 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 increasing 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.

During the initial phases of the Olive Bowl and Kaku Renovation Project, the coordination of staking services was not finalized prior to project commencement due to an oversight in scheduling amidst concurrent project activities. This resulted in a delay in organizing the necessary staking services. To address this, we have promptly engaged a qualified firm to provide staking services to ensure the project proceeds without further delay. We recognize the importance of scheduling all essential services ahead of time and are implementing measures to improve our project management processes to prevent similar oversights in the future.

Due to the tight project timeline, the City solicited an informal request for proposals for the staking services and received two bids for the Olive Bowl project. After careful review, the City has selected QK Inc to provide the staking services.

QK was selected due to their familiarity with the project site and more comprehensive proposal. QK performed the topographic survey for the project, giving them an immediate advantage in understanding the site's control points and allowing them to commence work more efficiently. Their proposal also provided a detailed breakdown of mobilizations and tasks, ensuring a clear and structured approach to the staking services. Although 4Creeks offered a competitive price, QK's prior involvement, extensive scope, and fixed pricing provided greater value and reliability for the project.

QK Inc will work closely with the City to ensure the timely completion of the staking services and adherence to budget constraints.

The proposed fees for the additional work are outlined in the table below:

- QK's Proposal includes:

| <u>Task Description</u>            | <u>Fee</u>     | <u>Fee Type</u> |
|------------------------------------|----------------|-----------------|
| ➤ Construction Staking             | \$ 66,700      | Fixed Fee       |
| ➤ Re-Staking or Additional Staking | <u>\$ 0.00</u> | T&M             |
| Total                              | \$ 66,700      |                 |

T&M stands for Time & Materials, 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 of Construction Services**

|                          |                                     |
|--------------------------|-------------------------------------|
| Construction Contract:   | \$7,768,867.55                      |
| Construction Management: | \$579,170.70                        |
| Construction Staking:    | \$66,700 (Pending Council Approval) |

**ATTACHMENTS**

1. QK Inc Proposal and Work Authorization
2. 4Creeks Proposal

Reviewed/Approved: \_\_\_\_\_



October 2, 2024

Joseph Avina  
Acting Director of City Services & Planning  
City of Lindsay  
PO Box 369  
Lindsay, CA 93247

**Subject: Construction Staking Services for Olive Bowl/Kaku Park Renovation Project**

Dear Mr. Avina:

QK is pleased to provide this proposal to address the City of Lindsay's (City) need for construction staking services on the Olive Bowl/Kaku Park Renovation Project. These services will coordinate with the design services by others to complete the development of the project.

## **BACKGROUND**

The City has contracted with Moore Iacofano Goltsman, Inc. (MIG) to provide design documents for the renovation. The City has advertised the Request for Qualifications (RFQ) for Construction Management Services and plans to award under separate agreement for this project. This proposal is for construction staking services to support construction.

## **PROJECT UNDERSTANDING**

The City will be renovating the existing park with new baseball/softball fields, lighting, and restroom/concession facilities, adding basins and parking, accessible walkways, landscaping, playground and adult exercise equipment upon full build out. City services for underground water, sewer and drainage systems will be upgraded, along with power supply and related facilities at the existing Olive Bowl Park on Olive Avenue in Lindsay, California. Based on the plans provided by MIG, the following scope of services have been identified for Construction Staking for Phase One. Alternate A and B areas will be proposed on upon notification that the development is ready in these areas.

## **APPROACH/SCOPE OF SERVICES**

QK proposes to provide construction staking services as follows:

### **TASK 1.0 CONSTRUCTION STAKING**

QK will provide one set of construction control stakes for the items listed herein. The following items are included in the construction staking scope of services:

1. Demo and sawcut marking.
  - a. Angle points, and every 100 feet.
  - b. Includes one mobilization.
2. Rough staking.
  - a. Includes one mobilization.
3. Storm drain staking.
  - a. 50-foot stationing, plus angle points, manholes, catch basins, and stubs.
  - b. Grades given to flow line of pipe and MH rim elevations.
  - c. Includes one mobilization.

4. Sanitary sewer main including manholes and sewer stubs.
  - a. 50-foot stationing, plus angle points, manholes and stubs.
  - b. Grades given to flow line of pipe and MH rim elevations.
  - c. Includes one mobilization.
5. Water staking.
  - a. 50-foot stationing, plus angle points, tees, points of connection.
  - b. Water fountain.
  - c. Grades given to top of pavement or finished grade.
  - d. To be done with Sewer. No separate mobilization included.
6. Curb and gutter staking.
  - a. Includes BC's, EC's, Grade breaks, PRC's, and radius points and intervals of every 50 feet.
  - b. Includes one mobilization.
7. Concrete flatwork staking.
  - a. Walkways, centerline of ramps.
  - b. Basketball court.
  - c. Includes two mobilizations.
8. Concession stand and restroom building corners.
  - a. Includes one half-day mobilization.
9. Trash enclosures.
  - a. Includes one half-day mobilization.
10. Block wall/retaining wall and fence staking.
  - a. 50-foot stationing, plus angle points.
  - b. Includes two mobilizations.
11. On-site lighting.
  - a. One centerline and one line point stake for each light.
  - b. Includes two mobilizations.
  - c. Excludes dry-utility trench/vault and box staking.
12. Provide cut sheets and staking diagram post mobilization.

The overall staking scope is limited to 12 full day mobilizations.

Deliverables:

- Hub/nail set for vertical & horizontal reference, with lath at each stake out point.
- Cut sheets and staking diagram post mobilization.

**TASK 2.0 RE-STAKING OR ADDITIONAL STAKING**

This task is presented to accommodate the possibility of re-staking efforts, partial day staking or mobilizations requested that are not included in the scope of Task 1.0. It is being set up to be a convenient avenue for QK to aid in the timely construction of the project.

If any re-staking or additional staking efforts are requested by a contractor or the client, QK will inform the client and request that QK be approved to perform the work. Upon approval, QK will open a subtask for each request.

Any work under this task will be performed on a time and materials (T&M) basis.

**SCHEDULE**

The following schedule breakdown is based on a 270 calendar-day construction period. If the general contract extends beyond that timeframe, an adjustment in the budget will need to be made.

| Task                  | Description                      | Duration        |
|-----------------------|----------------------------------|-----------------|
| 1.0                   | Construction Staking             | 270 days        |
| 2.0                   | Re-Staking or Additional Staking | 270 days        |
| <b>Total Duration</b> |                                  | <b>270 days</b> |

**FEE ESTIMATE**

| Task             | Description                      | Fee Type  | Fee Amount      |
|------------------|----------------------------------|-----------|-----------------|
| 1.0              | Construction Staking             | Fixed Fee | \$66,700        |
| 2.0              | Re-staking or Additional Staking | T&M       | \$0.00          |
| <b>Total Fee</b> |                                  |           | <b>\$66,700</b> |

**Notes:**

1. Expenses for reproduction, mailing, mileage, etc. are included in the fixed fee above and billed per our attached Charge Rate Schedule.
2. Tasks billed by fixed fees will be invoiced monthly based on the percentage of work completed.
3. Additional Services requested in writing and approved by the client will be provided on a time-and-materials basis.
4. The Fee Estimate is good for a period of 90 days from the date of the proposal. After 90 days, the Fee Estimate is subject to change.
5. Fees for field surveying activities are subject to the payment of Prevailing Wages for Tulare County.

**EXCLUSIONS AND ASSUMPTIONS**

- County and/or State Encroachment Permits are not included.
- Biological Clearance Surveys or Mitigation Monitoring are not included.
- One set of stakes will be set upon request for the specified items listed in this proposal. After stakes are set, it is the responsibility of the contractor for the condition of the stakes.
- Re-staking or additional items not specifically mentioned herein are not included. Task 2.0 is included in the Fee Estimate above for additional services (only authorized upon Client request).
- Advance notice of 72 hours is required prior to mobilization. Notice must be provided in the form of QK's staking request form submitted to [survey.staking@qkinc.com](mailto:survey.staking@qkinc.com).
- Site control points set by QK are to be maintained whenever possible throughout the duration of the project. Should control points need to be replaced due to construction activity, replacement of said control points will be at the contractor's expense.
- Cut-sheets will be reviewed by a professional land surveyor, stamped, signed, and delivered to the contractor upon request. While QK does its best to deliver as soon as possible said cut-sheets, QK requests a minimum of 24 hours between the conclusion of any staking effort and the delivery of said cut-sheets.

**AUTHORIZATION OF SERVICES**

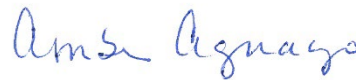
In order to authorize the services described herein, please sign the attached Task Order and send it back to us. Typically, we can begin our services within 10 business days of the time authorization is received depending on client need and schedule constraints.

Thank you for the opportunity to propose on this project. If you have any questions or would like to discuss this proposal further, please contact Antonio Westerlund or Mick Padgett at (559) 449-2400. We look forward to working with you on this important project.

Sincerely,



Antonio Westerlund, PLS, CFedS  
Assistant City Surveyor



Amber Aguayo  
CFO/COO

Enclosures: Task Order  
Charge Rate Schedule

cc: Neyba Amezcua, QK

P240549  
BG/AW/MP/AA

**CITY OF LINDSAY  
 WORK AUTHORIZATION AND TASK ORDER  
 OLIVE BOWL/KARUK PARK RENOVATION PROJECT –  
 CONSTRUCTION STAKING SERVICES  
 Project No. \_\_\_\_\_**

|   |   |                        |
|---|---|------------------------|
| <b>Project #:</b>   | <b>Phase #:</b>   | <b>Task#:</b>          |
| <b>Project Title:</b> Olive Bowl/Karuk Park Renovation Project – Construction Staking Services  |   |                        |
| <b>Project Description:</b> Provide Construction Staking Services to the City of Lindsay for the Olive Bowl/Karuk Park Renovation Project as described in the attached proposal dated October 2, 2024.  |   |                        |
| <b>Scope of Work:</b> See attached proposal dated October 2, 2024.  |   |                        |
| <b>Period of Performance:</b> See attached proposal dated October 2, 2024.  |   |                        |
| <b>Budget:</b> \$66,700.00 (Fixed Fee) as described in the attached proposal dated October 2, 2024.   |   |                        |
| <b>Special Terms and Conditions:</b><br>All of the terms and conditions of the City Engineering Services Agreement between the City of Lindsay and Quad Knopf, Inc. dba QK dated February 23, 2021 and Addendum No. 1 dated March 16, 2023, are incorporated by reference as if fully set forth herein. |   |                        |
| <b>Invoicing Requirements:</b>  |   |                        |
| <ul style="list-style-type: none"> <li>▪ Payment Terms: Net 30 Days</li> <li>▪ Contract Type: <input type="checkbox"/> Time &amp; Materials: \$ _____ <input checked="" type="checkbox"/> Fixed Fee <u>\$66,700.00 (Task 1.0)</u></li> <li>▪ Invoice Frequency: Monthly</li> </ul>                      |   |                        |
| <b>Quad Knopf, Inc. dba QK</b>  |   | <b>City of Lindsay</b> |
| By: _____<br>Signature  | By: _____<br>Signature  |                        |
| Name: <u>Amber Aguayo</u>   | Name: <u>Joseph Avina</u>                                     |                        |
| Title: <u>CFO/COO</u>   | Title: <u>Acting Director of City Services &amp; Planning</u> |                        |
| <b>Date:</b> _____  | <b>Date:</b> _____  |                        |

# Charge Rate Schedule



## 2024 CHARGE RATE SCHEDULE

Current

| TECHNICAL SERVICES  |              |
|---|--------------|
| Project Administrator   | \$100 / hour |
| Assistant CADD Technician / Assistant CADD Designer / GIS Technician                            | \$100 / hour |
| Associate CADD Technician / Associate CADD Designer / Associate GIS Analyst                     | \$115 / hour |
| Senior Associate CADD Technician/ Senior Associate CADD Designer / Senior Associate GIS Analyst | \$125 / hour |
| Senior CADD Technician / Senior CADD Designer / Senior GIS Analyst                              | \$155 / hour |
| Landscape Architect Technician  | \$115 / hour |
| PROFESSIONAL SERVICES   |              |
| Engineering   |              |
| Assistant Engineer  | \$125 / hour |
| Associate Engineer  | \$155 / hour |
| Senior Associate Engineer   | \$180 / hour |
| Project Engineer  | \$205 / hour |
| Senior Engineer / City Engineer / District Engineer   | \$235 / hour |
| Senior Air Quality Engineer   | \$275 / hour |
| Principal Engineer  | \$275 / hour |
| Planning / Environmental / Landscape Architecture   |              |
| Assistant Environmental Scientist   | \$100 / hour |
| Assistant Planner   | \$110 / hour |
| Associate Planner / Associate Environmental Scientist   | \$125 / hour |
| Senior Associate Environmental Scientist  | \$145 / hour |
| Senior Associate Planner  | \$150 / hour |
| Senior Environmental Scientist  | \$185 / hour |
| Senior Planner / Senior Landscape Architect   | \$180 / hour |
| Principal Planner / Principal Environmental Scientist   | \$210 / hour |
| Senior Principal Planner / Senior Principal Environmental Scientist                             | \$225 / hour |
| Construction and Project Management   |              |
| Field Construction Observer   | \$135 / hour |
| Senior Field Construction Observer  | \$160 / hour |
| Assistant Construction Manager / Assistant Project Manager                                      | \$125 / hour |
| Associate Project Manager   | \$139 / hour |
| Associate Construction Manager / Associate Field Construction Observer                          | \$150 / hour |
| Project Manager   | \$150 / hour |
| Senior Associate Construction Manager / Senior Associate Project Manager                        | \$165 / hour |
| Senior Project Manager  | \$195 / hour |
| Senior Construction Manager   | \$195 / hour |
| Principal Construction Manager / Principal Project Manager                                      | \$225 / hour |
| Surveying   |              |
| Assistant Surveyor  | \$120 / hour |
| Associate Surveyor  | \$134 / hour |
| Senior Associate Surveyor   | \$164 / hour |
| Project Surveyor  | \$185 / hour |
| Senior Surveyor   | \$205 / hour |
| One-Person Survey Crew  | \$180 / hour |
| Two-Person Survey Crew  | \$275 / hour |
| Three-Person Survey Crew  | \$375 / hour |
| UAV Pilot   | \$195 / hour |
| UAV Flight Observer   | \$160 / hour |

Fees are based on the median hourly pay rate for employees in each classification, plus indirect costs, overhead, and profit.

| EXPENSES   |               |
|--|---------------|
| Plotting, Printing and Reproduction, Equipment Rental, Postage and Shipping  | 1.15 x Cost   |
| Transportation and per diem (QK will provide documented evidence of business travel, travel outside of work areas shall be pre-approved by Client) | 1.15 x Cost   |
| Mileage  | \$0.77 / mile |
| Other Expenses – Including Subconsultants & Purchased Services through Subcontracts  | 1.15 x Cost   |

Rates are effective through December 31, 2024. If contract assignment extends beyond that date, a new rate schedule may be added to the contract. Expert Witness/ Litigation support will be billed as quoted.

Rates based on "Prevailing Wage" (PW) for Construction Surveying will be determined by project and County per California law.

4/18/2024



September 26, 2024



**Mauricio Mendoza**  
Engineering Technician  
City of Lindsay  
mmendoza@lindsay.ca.us  
559-652-7102

**Subject: Scope of Work and Fee for Olive Bowl/Kaku Park-Construction Staking (Lindsay, Ca)**

Dear Mr. Mendoza,

We are pleased to prepare the attached proposal for your consideration. We have developed a thorough scope of work, as well as a Time and Materials Estimated fee for the construction staking needed on the Olive Bowl/Kaku Park (Phase 1).

We are excited to work with you on this project. After you have reviewed the enclosed revised documents, please let us know if you have any questions or comments. If acceptable, we will provide contract documents for signature. Please advise the entity to which this contract should be addressed.

Sincerely,

A handwritten signature in black ink, appearing to read 'Randy Wasnick', with a long horizontal flourish extending to the right.

Randy Wasnick, PLS 8163

encl: Attachment A – Scope of Work and Fees

324 S. Santa Fe Street, Suite A  
Visalia, California 93292  
[www.4-creeks.com](http://www.4-creeks.com)

# SCOPE OF WORK

## Task Overview

### **Task 1: Construction Staking**

4Creeks plans to perform the following construction staking services for Phase 1 of Olive Bowl/Kaku Park, located in the City of Lindsay. The following staking items will be provided:

- Re-establish control (horizontal & vertical)
- Stake site features, including:
  - Demo
  - Rough grade
  - Wet utilities (storm drain, sanitary sewer, and water)
  - Electrical utilities (lights)
  - Curb and gutter
  - Flatwork/Concrete
  - Play Areas (pads/slabs)
  - Building Corners (Restroom/Concession)
  - Block wall/Fences
- Provide point/cut sheets upon request

The above-described Task 1 services will be provided on a **Time & Materials basis for an estimated fee of \$58,000**. The above scope assumes a single set of stakes for the appropriate items. Any additional items requested not specifically mentioned above or any re-staking will be billed as “extra” on a Time and Materials basis, via Task 2 herein.

### **Task 2: Construction Staking (Re-staking)**

Re-staking for any lost, damaged, or modified staking performed under Task 1 (above):

The above-described Task 2 services will be provided on a **Time & Materials basis for an estimated fee of \$10,000**. The above scope is for any re-staking performed under Task 1 herein.



## STAFF REPORT

TO: Lindsay City Council

MEETING DATE: October 8, 2024

Item #: 12.1  
Discussion Items

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**DEPARTMENT:** City Manager

**FROM:** Daymon Qualls, City Manager

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

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### 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.

### 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



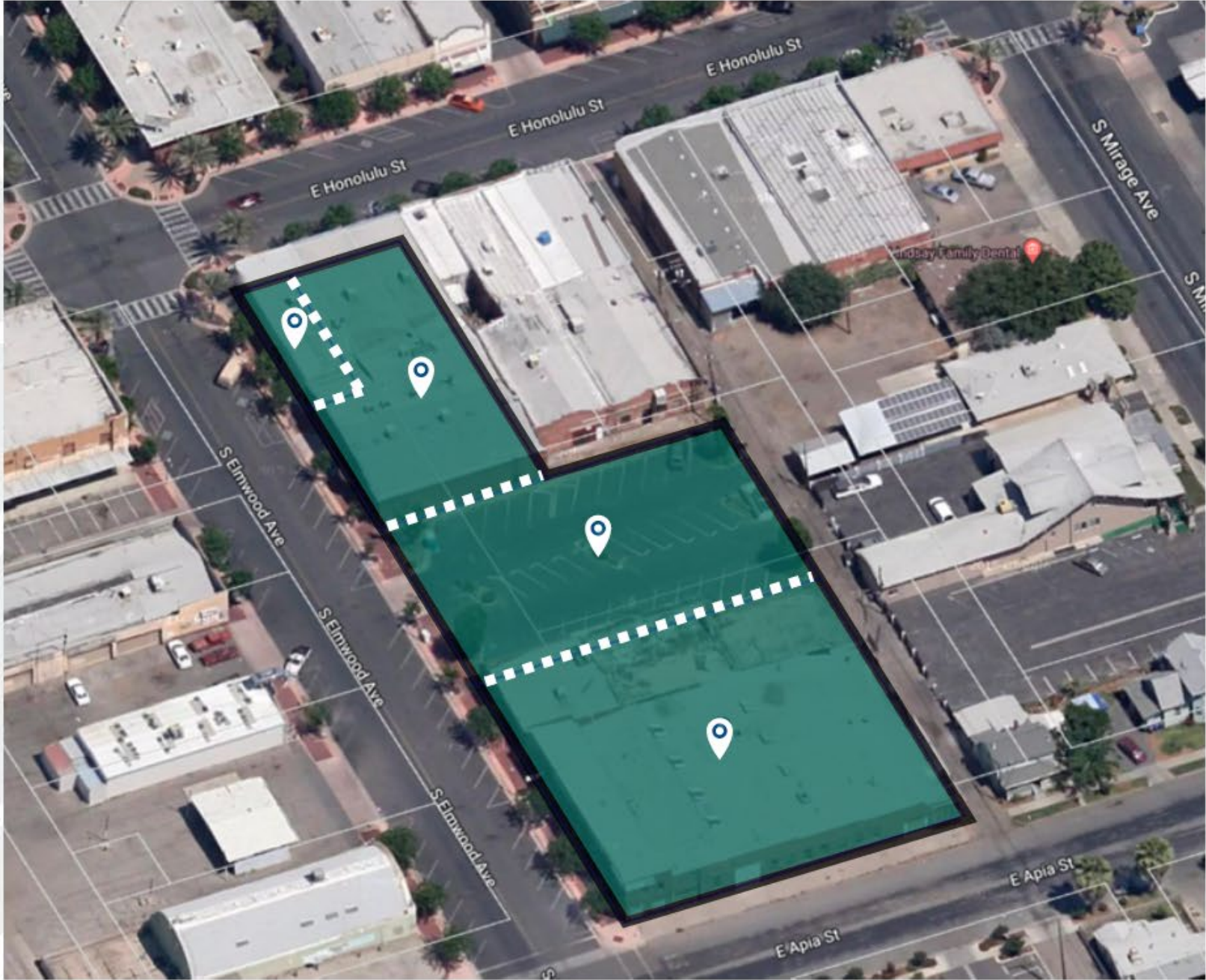
KriStar Development

# 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, vineyards, and palm trees. The seal is set against a light blue background with the words 'UNIVERSITY OF CALIFORNIA' partially visible around the perimeter.

**DISCUSSION...**