



# LINDSAY CITY COUNCIL MEETING: REGULAR MEETING

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

Tuesday, August 25, 2020 @ 6:00 PM

Notice is hereby given that the Lindsay City Council will hold its regular Council Meeting on August 25, 2020 via webinar only. The webinar address for members of the public is

[https://www.bigmarker.com/griswold\\_lasalle/August-25-2020-Lindsay-City-Council-Meeting](https://www.bigmarker.com/griswold_lasalle/August-25-2020-Lindsay-City-Council-Meeting). Persons with disabilities who may need assistance should contact the Deputy City Clerk at least 24 hours prior to the meeting at (559) 562-7102 ext. 8020.

## CALL TO ORDER

- A Regular Meeting of the Lindsay City Council was called to order on Tuesday, August 25, 2020 at 6:00 PM in the Council Chambers located at City Hall, 251 E. Honolulu St., Lindsay, CA by Mayor Pamela Kimball.

## ROLL CALL

- Councilmember Yolanda Flores, Brian Watson, Rosaena Sanchez, and Mayor Pamela Kimball were present.
- Mayor Pro-Tem Laura Cortes was absent with notice.

## PLEDGE

- Councilmember Brian Watson led the Council in the recital of the Pledge of Allegiance.

## PUBLIC COMMENT

- None

## COUNCIL REPORT

- Mayor Pamela Kimball, Lindsay's representative member to the newly formed Regional Transit Joint Powers Authority (JPA), reported that the JPA had voted to appoint Kuyler Crocker to Board Chair and Jose Sigala to Vice Chair.

## CITY MANAGER REPORT

- None

## RECOGNITION ITEMS

1. Proclamation Declaring September Railroad Safety Month (pp. 1-3)
2. Introduction of New City Employees:
  - Sylvia Rocha (promoted to Police Officer) Bruce Fox (Police Officer)
  - Mayra Espinoza-Martinez (City Clerk, pending council approval, and Assistant to the City Manager)



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### CONSENT CALENDAR

Motion to Approve							
1 <sup>st</sup>	2 <sup>nd</sup>	Result	Kimball	Cortes	Flores	Watson	Sanchez
Flores	Sanchez	4-0 Approved	Aye	Absent	Aye	Aye	Aye

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

3. Minutes from July 28, 2020 City Council Regular Meeting (pp. 4-6)
4. Warrant List for July 1, 2020 through August 16, 2020 (pp. 7-19)
5. Treasurer's Report for July 2020 (p. 20)
6. Approval of Groundwater Monitoring Task Order 4 to Provost and Pritchard Consulting Group (pp. 21-27)
7. Adopt Resolution 20-38, A Resolution of the City Council of the City of Lindsay Ratifying the June 23, 2020 Approval of the Joint Powers Authority Agreement Forming the Tulare County Regional Transit Authority (pp. 28-29)

### PUBLIC HEARINGS

Motion to Approve							
1 <sup>st</sup>	2 <sup>nd</sup>	Result	Kimball	Cortes	Flores	Watson	Sanchez
Flores	Sanchez	4-0 Approved	Aye	Absent	Aye	Aye	Aye

8. Application for Funding Regarding Permanent Local Housing Allocation Plan and Program (pp. 30-41)
  - a. Resolution No. 20-36, A Resolution of the City Council of the City of Lindsay Authorizing and Adopting the Permanent Local Housing Allocation Reuse Plan (pp. 37-38)
  - b. Resolution No. 20-37, An Authorizing Resolution of the City Council of the City of Lindsay for the Permanent Local Housing Allocation Program (pp. 39-41)
- Councilmember Flores inquired about income restrictions for future tenants; the impact of income restrictions on unites available to Lindsay residents, and expressed concern that new units would be awarded to non-Lindsay residents.
- Councilmember Sanchez expressed a desire to have Staff and Self-Help Enterprises research funding



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options for mixed income-level housing.

- Miguel Arambula, Project Manager for Self-Help Enterprises, spoke about the need to submit the most competitive application possible in order to secure funding available from the State; if approved, construction would begin in December 2021; six units will be permanently dedicated as “secure housing,” helping to curb homelessness in Lindsay
- City Manager Joseph Tanner spoke about the additional benefits to the City in the form of project fees and additional sales tax and gas tax generated by residents of the new units; potential costs are unknown, typically seen in the form of additional public safety calls
- No public comment

### ACTION ITEMS

9. Minute Order Authorization for the City Manager to Enter into an Agreement with Willdan Engineering for Code Enforcement Services (pp. 42-50)

Motion to Approve							
1 <sup>st</sup>	2 <sup>nd</sup>	Result	Kimball	Cortes	Flores	Watson	Sanchez
Watson	Floress	4-0 Approved	Aye	Absent	Aye	Aye	Aye

10. Review of Fiscal Year 2020-2021 Adopted Operating Budget, Five-Year Capital Improvement Plan and GANN Appropriations Limit (pp. 51-147)
  - a. Resolution No. 20-35, A Resolution of the City Council of the City of Lindsay Approving the Fiscal Year Operating Budget, Five-Year Capital Improvement Plan and GANN Appropriations Limit for FY 2020-2021 (pp. 145-147)

Motion to Approve							
1 <sup>st</sup>	2 <sup>nd</sup>	Result	Kimball	Cortes	Flores	Watson	Sanchez
Sanchez	Flores	4-0 Approved	Aye	Absent	Aye	Aye	Aye

11. Designate a Voting Delegate and Alternate(s) for the 2020 League of California Cities Annual Conference



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(pp. 148-153)

- Mayor Kimball nominated Councilmember Watson as the primary voting delegate and Mayor Kimball as alternate.
- No public comment

### DISCUSSION ITEMS

#### 12. Cannabis Retail Request for Proposal (RFP) and HDL Contract (pp. 154-193)

- City Manager Joseph Tanner spoke about the potential benefits: increased sales tax, increased foot traffic to other downtown businesses, reduced crime as a result of private surveillance required on site; existing location largely exceeding budgeted revenues.
- Councilmember Watson expressed concern about negative impacts and shared that, to date, businesses have not seen a benefit to increased foot traffic, benefit is likely going to businesses near highway instead, existing retailer is not performing as expected, indicating there is not enough demand for a second retailer; change to zoning map would be unfair to existing cannabis retailer.
- Councilmember Sanchez expressed concern about fairness in giving preference to any business, old or new; reports of cannabis sales occurring every 15-20 minutes indicating healthy demand for additional business; in the interest of fairness and transparency, City could institute the same requirements as the first RFP and no change to zoning map.
- Lt. Ryan Heinks shared that to date, the existing retailer has not had any requests for public safety.
- Mayor Kimball opined that existing cannabis retailer has not been given a chance to properly establish itself and should be encouraged to build a stronger relationship with the City to manifest anticipated community improvements; would support institute the same requirements as the first RFP.
- City Manager Joseph Tanner agreed to continue the discussion at a later date and present the Council with a new RFP with revised dates to allow for no more than one new retail cannabis location to be established.

### EXECUTIVE (CLOSED) SESSION

- #### 13. Conference with Legal Counsel – Anticipated Litigation
- Significant Exposure to Litigation Pursuant to Gov. Code 54956.9(b): 1 case (CA Housing and Community Development Dept. re program funding)



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- Mayor Kimball reported the Council's approval of a settlement contract between the City of Lindsay and HCD, to be presented in full during the regularly scheduled meeting of the City Council on Tuesday, September 8, 2020.

### REQUEST FOR FUTURE ITEMS

- Councilmember Watson requested an inquiry into contract services for a Finance Director.

### ADJOURNMENT

Motion to Adjourn							
1 <sup>st</sup>	2 <sup>nd</sup>	Result	Kimball	Cortes	Flores	Watson	Sanchez
Watson	Flores	4-0 Adjourned	Aye	Absent	Aye	Aye	Aye

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.

The next regular City Council meeting will be held at 6:00 PM on September 8, 2020.

***VIEW THE COMPLETE AGENDA PACKET AT [WWW.LINDSAY.CA.US](http://WWW.LINDSAY.CA.US)***

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*Materials related to an Agenda item submitted to the legislative body after distribution of the Agenda Packet are available for public inspection in the office of the City Clerk during normal business hours. Complete agenda is available at [www.lindsay.ca.us](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 8011. Notification 48 hours prior to the meeting will enable the City to ensure accessibility to this meeting and/or provision of an alternative format of the agenda and documents in the agenda packet.*

Check#	Fund	Date	Vendor #	Vendor Name	Description	Amount
<b>TOTAL</b>						<b>\$ 378,105.17</b>
<b>17375</b>						<b>\$292.00</b>
	101 - GENERAL FUND	08/26/20	6504	ADVENTIST HEALTH TO	LAB FEES JULY	292.00
<b>17376</b>						<b>\$391.50</b>
	101 - GENERAL FUND	08/26/20	1858	ALL PRO FIRE AND SA	CORP YARD- SERVICE	391.50
<b>17377</b>						<b>\$35.64</b>
	101 - GENERAL FUND	08/26/20	6362	AMERICAN BUSINESS M	13987	35.64
<b>17378</b>						<b>\$5,600.00</b>
	101 - GENERAL FUND	08/26/20	5809	APPLICATION DATA SY	P. SAFETY SOFTWARE	5,600.00
<b>17379</b>						<b>\$80.48</b>
	101 - GENERAL FUND	08/26/20	3428	AT&T MOBILITY	287297286867X081020	80.48
<b>17380</b>						<b>\$116.11</b>
	101 - GENERAL FUND	08/26/20	5457	AUTO ZONE COMMERCIA	OIL FILTER,MOTOR OI	64.18
	101 - GENERAL FUND	08/26/20	5457	AUTO ZONE COMMERCIA	SEA FOAM MOTOR TREA	9.09
	101 - GENERAL FUND	08/26/20	5457	AUTO ZONE COMMERCIA	SPLINE SOCKET SET	42.84
<b>17381</b>						<b>\$1,402.51</b>
	101 - GENERAL FUND	08/26/20	6351	CANON FINANCIAL SER	CANON LEASE	350.62
	101 - GENERAL FUND	08/26/20	6351	CANON FINANCIAL SER	CANON LEASE	350.62
	101 - GENERAL FUND	08/26/20	6351	CANON FINANCIAL SER	CANON LEASE	350.62
	101 - GENERAL FUND	08/26/20	6351	CANON FINANCIAL SER	CANON LEASE	350.65
<b>17382</b>						<b>\$301.16</b>
	552 - WATER	08/26/20	076	CENTRAL VALLEY BUSI	SERVICE REQUEST FOR	150.58
	553 - SEWER	08/26/20	076	CENTRAL VALLEY BUSI	SERVICE REQUEST FOR	150.58
<b>17383</b>						<b>\$950.00</b>
	101 - GENERAL FUND	08/26/20	4547	CHICAGO TITLE CO.	TITLE GUARANTEE	950.00
<b>17385</b>						<b>\$4,283.09</b>
	101 - GENERAL FUND	08/26/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES	20.70
	101 - GENERAL FUND	08/26/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES	20.70
	101 - GENERAL FUND	08/26/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES	20.70
	101 - GENERAL FUND	08/26/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES	31.29
	101 - GENERAL FUND	08/26/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES	20.70
	101 - GENERAL FUND	08/26/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES	31.29
	101 - GENERAL FUND	08/26/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES	31.29
	101 - GENERAL FUND	08/26/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES	27.97
	101 - GENERAL FUND	08/26/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES	27.97
	101 - GENERAL FUND	08/26/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES	27.97
	101 - GENERAL FUND	08/26/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES	20.70
	101 - GENERAL FUND	08/26/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES	20.70
	305 - COVID-19 EMERGENCY FUND	08/26/20	5832	CINTAS CORPORATION	ULTRACLEAN OFFICES	1,192.80
	305 - COVID-19 EMERGENCY FUND	08/26/20	5832	CINTAS CORPORATION	ULTRACLEAN OFFICES	1,192.80
	305 - COVID-19 EMERGENCY FUND	08/26/20	5832	CINTAS CORPORATION	ULTRACLEAN-ALL OFFI	1,192.80
	552 - WATER	08/26/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES	20.70
	552 - WATER	08/26/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES	20.70
	552 - WATER	08/26/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES	27.97
	552 - WATER	08/26/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES	31.29
	553 - SEWER	08/26/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES	20.70
	553 - SEWER	08/26/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES	31.29
	553 - SEWER	08/26/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES	27.97
	553 - SEWER	08/26/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES	20.70
	554 - REFUSE	08/26/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES	20.70
	554 - REFUSE	08/26/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES	27.97
	554 - REFUSE	08/26/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES	31.29
	554 - REFUSE	08/26/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES	20.70
	556 - VITA-PAKT	08/26/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES	20.72
	556 - VITA-PAKT	08/26/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES	27.99
	556 - VITA-PAKT	08/26/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES	31.30
	556 - VITA-PAKT	08/26/20	5832	CINTAS CORPORATION	OPERATING SUPPLIES	20.72
<b>17386</b>						<b>\$1,500.00</b>
	101 - GENERAL FUND	08/26/20	279	CITY OF PORTERVILLE	PPD FIRING RANGE	1,500.00
<b>17387</b>						<b>\$4,480.08</b>
	400 - WELLNESS CENTER	08/26/20	6090	CLEAN CUT LANDSCAPE	JULY - LANDSCAPE	860.00
	883 - SIERRA VIEW ASSESSMENT	08/26/20	6090	CLEAN CUT LANDSCAPE	IRRIGATION REPAIR	195.25
	883 - SIERRA VIEW ASSESSMENT	08/26/20	6090	CLEAN CUT LANDSCAPE	SIERRA VIEW LANDSCA	1,129.00
	884 - HERITAGE ASSESSMENT DIST	08/26/20	6090	CLEAN CUT LANDSCAPE	HERITAGE LANDSCAPE	274.00
	886 - SAMOA	08/26/20	6090	CLEAN CUT LANDSCAPE	SWEETBIER LANDSCAPE	133.00
	887 - SWEETBRIER TOWNHOUSES	08/26/20	6090	CLEAN CUT LANDSCAPE	HERMOSA LANDSCAPE	475.00
	888 - PARKSIDE	08/26/20	6090	CLEAN CUT LANDSCAPE	IRRIGATION REPAIR	579.50
	888 - PARKSIDE	08/26/20	6090	CLEAN CUT LANDSCAPE	PARKSIDE LANDSCAPE	197.00
	889 - SIERRA VISTA ASSESSMENT	08/26/20	6090	CLEAN CUT LANDSCAPE	SIERRA VISTA LANDSC	83.33
	890 - MAPLE VALLEY ASSESSMENT	08/26/20	6090	CLEAN CUT LANDSCAPE	MAPLE VALLEY LANDSC	45.00
	891 - PELOUS RANCH	08/26/20	6090	CLEAN CUT LANDSCAPE	PELOUS LANDSCAPE	509.00

<b>17388</b>						<b>\$1,174.05</b>
	101 - GENERAL FUND	08/26/20	4322	CO OF TULARE-INFORM	JULY 2020	1,174.05
<b>17389</b>						<b>\$135.78</b>
	101 - GENERAL FUND	08/26/20	6549	COLANTUONO, HIGHSMI	SCE COALITION	135.78
<b>17390</b>						<b>\$226.00</b>
	101 - GENERAL FUND	08/26/20	6564	COLLEGE OF THE SEQU	MATHEW AND ELISEO	226.00
<b>17391</b>						<b>\$45.00</b>
	101 - GENERAL FUND	08/26/20	2319	COMPUTER SYSTEMS PL	MANANGED ANTIVIRUS	45.00
<b>17392</b>						<b>\$5,000.00</b>
	101 - GENERAL FUND	08/26/20	6565	CORDICO INC.	WELLNESS APP	5,000.00
<b>17393</b>						<b>\$25.50</b>
	101 - GENERAL FUND	08/26/20	102	CULLIGAN	185 N GALE HILL	25.50
<b>17394</b>						<b>\$850.00</b>
	552 - WATER	08/26/20	6118	CVIN LLC D.B.A. VAS	8/1/20-8/30/20	283.33
	553 - SEWER	08/26/20	6118	CVIN LLC D.B.A. VAS	8/1/20-8/30/20	283.33
	554 - REFUSE	08/26/20	6118	CVIN LLC D.B.A. VAS	8/1/20-8/30/20	283.34
<b>17395</b>						<b>\$11,245.20</b>
	552 - WATER	08/26/20	388	DENNIS KELLER/JAMES	GENERAL/MONTHLY	273.70
	552 - WATER	08/26/20	388	DENNIS KELLER/JAMES	ENGINE WELL14 REPOR	10,971.50
<b>17396</b>						<b>\$81.00</b>
	101 - GENERAL FUND	08/26/20	316	DEPT OF JUSTICE	FINGERPRINTS JULY20	81.00
<b>17397</b>						<b>\$4,559.83</b>
	101 - GENERAL FUND	08/26/20	5978	DOMINO SOLAR LTD	6/1/2020-6/302020	4,559.83
<b>17398</b>						<b>\$60.00</b>
	552 - WATER	08/26/20	119	DOUG DELEO WELDING	STRAIGHTEN GATE	60.00
<b>17399</b>						<b>\$1,554.08</b>
	779 - 00-HOME-0487	08/26/20	6084	FARMERS INSURANCE E	J.AVINA HOME INSU	1,554.08
<b>17400</b>						<b>\$1,198.78</b>
	101 - GENERAL FUND	08/26/20	6010	FRONTIER COMMUNICAT	209-042-9309	1.99
	101 - GENERAL FUND	08/26/20	6010	FRONTIER COMMUNICAT	209-151-2650	28.65
	101 - GENERAL FUND	08/26/20	6010	FRONTIER COMMUNICAT	209-151-2650a	28.65
	101 - GENERAL FUND	08/26/20	6010	FRONTIER COMMUNICAT	209-151-2652	45.83
	101 - GENERAL FUND	08/26/20	6010	FRONTIER COMMUNICAT	209-151-2656	45.83
	101 - GENERAL FUND	08/26/20	6010	FRONTIER COMMUNICAT	209-151-2662	60.60
	101 - GENERAL FUND	08/26/20	6010	FRONTIER COMMUNICAT	209-188-3200	4.37
	101 - GENERAL FUND	08/26/20	6010	FRONTIER COMMUNICAT	209-188-3200a	4.37
	101 - GENERAL FUND	08/26/20	6010	FRONTIER COMMUNICAT	562-2512	134.43
	552 - WATER	08/26/20	6010	FRONTIER COMMUNICAT	209-150-2936	83.41
	552 - WATER	08/26/20	6010	FRONTIER COMMUNICAT	209-151-2650	28.65
	552 - WATER	08/26/20	6010	FRONTIER COMMUNICAT	209-188-3200	4.35
	552 - WATER	08/26/20	6010	FRONTIER COMMUNICAT	562-1552	95.04
	552 - WATER	08/26/20	6010	FRONTIER COMMUNICAT	562-7131	132.60
	553 - SEWER	08/26/20	6010	FRONTIER COMMUNICAT	209-150-3621	116.96
	553 - SEWER	08/26/20	6010	FRONTIER COMMUNICAT	209-151-2650	28.65
	553 - SEWER	08/26/20	6010	FRONTIER COMMUNICAT	209-151-2654	45.83
	553 - SEWER	08/26/20	6010	FRONTIER COMMUNICAT	209-151-2655	45.83
	553 - SEWER	08/26/20	6010	FRONTIER COMMUNICAT	209-188-3200	4.35
	553 - SEWER	08/26/20	6010	FRONTIER COMMUNICAT	562-7132	258.39
<b>17401</b>						<b>\$167.72</b>
	101 - GENERAL FUND	08/26/20	1925	FRUIT GROWERS SUPPL	BLOWER & WOODCUTTER	149.70
	101 - GENERAL FUND	08/26/20	1925	FRUIT GROWERS SUPPL	SIGN FIRE EXTINGUIS	18.02
<b>17402</b>						<b>\$169.13</b>
	305 - COVID-19 EMERGENCY FUND	08/26/20	151	GRAINGER INC	8 BOXES NITRILE GLO	169.13
<b>17403</b>						<b>\$380.09</b>
	101 - GENERAL FUND	08/26/20	1391	HOME DEPOT	BLOWER,TRIMMER	380.09
<b>17404</b>						<b>\$400.00</b>
	101 - GENERAL FUND	08/26/20	6346	JEFF PFEIFFER	SQUIRREL TREATMENT	400.00
<b>17405</b>						<b>\$44,551.60</b>
	101 - GENERAL FUND	08/26/20	6100	KEENAN & ASSOCIATES	AUG RETIREE PLAN	2,378.85
	101 - GENERAL FUND	08/26/20	6100	KEENAN & ASSOCIATES	AUG 2020 MEDICAL PL	41,277.18
	101 - GENERAL FUND	08/26/20	6100	KEENAN & ASSOCIATES	AUG COMPLETE CARE	895.57
<b>17406</b>						<b>\$4,666.99</b>
	400 - WELLNESS CENTER	08/26/20	5788	LINCOLN AQUATICS	GAL BOTTLE DEPOSIT	(400.00)
	400 - WELLNESS CENTER	08/26/20	5788	LINCOLN AQUATICS	GAL BOTTLE DEPOSITa	(400.00)
	400 - WELLNESS CENTER	08/26/20	5788	LINCOLN AQUATICS	POOL CHEMICAL	387.18
	400 - WELLNESS CENTER	08/26/20	5788	LINCOLN AQUATICS	POOL CHEMICAL	540.92
	400 - WELLNESS CENTER	08/26/20	5788	LINCOLN AQUATICS	POOL CHEMICAL	760.99
	400 - WELLNESS CENTER	08/26/20	5788	LINCOLN AQUATICS	POOL CHEMICAL	824.11
	400 - WELLNESS CENTER	08/26/20	5788	LINCOLN AQUATICS	POOL CHEMICALS	1,380.98
	400 - WELLNESS CENTER	08/26/20	5788	LINCOLN AQUATICS	POOL CHEMICALS	1,572.81
<b>17407</b>						<b>\$3,116.06</b>
	101 - GENERAL FUND	08/26/20	4067	LINCOLN NAT'L INSUR	DENTAL PLAN AUG 202	2,036.30
	101 - GENERAL FUND	08/26/20	4067	LINCOLN NAT'L INSUR	LIFE 7/1/20-7/31/20	1,079.76
<b>17408</b>						<b>\$317.68</b>
	553 - SEWER	08/26/20	1442	LLOYD ANDERSON ELEC	SERVICE CALL-WWT BA	197.12
	553 - SEWER	08/26/20	1442	LLOYD ANDERSON ELEC	WWT WIRE-NEW MOTOR	120.56

<b>17409</b>						<b>\$900.81</b>
	101 - GENERAL FUND	08/26/20	6550	MARIO SAGREDO ELECT	OLIVE BOWL PUMP	240.00
	552 - WATER	08/26/20	6550	MARIO SAGREDO ELECT	REPLACLIGHTS @WELL	660.81
<b>17410</b>						<b>\$153,676.96</b>
	101 - GENERAL FUND	08/26/20	5852	MID VALLEY DISPOSAL	JUNE 2020	76,847.72
	101 - GENERAL FUND	08/26/20	5852	MID VALLEY DISPOSAL	MAY 2020	76,829.24
<b>17411</b>						<b>\$319.38</b>
	552 - WATER	08/26/20	6498	PACWEST DIRECT	DELINQUENT PRINT 7/	106.46
	553 - SEWER	08/26/20	6498	PACWEST DIRECT	DELINQUENT PRINT 7/	106.46
	554 - REFUSE	08/26/20	6498	PACWEST DIRECT	DELINQUENT PRINT 7/	106.46
<b>17412</b>						<b>\$65.71</b>
	101 - GENERAL FUND	08/26/20	272	PITNEY BOWES INC.	8000-9090-0702-7779	65.71
<b>17413</b>						<b>\$90.72</b>
	101 - GENERAL FUND	08/26/20	285	QUILL CORPORATION	OFFICE SUPPLIES	26.42
	305 - COVID-19 EMERGENCY FUND	08/26/20	285	QUILL CORPORATION	3 BOXES /GLOVES	31.42
	305 - COVID-19 EMERGENCY FUND	08/26/20	285	QUILL CORPORATION	HAND SANITIZER,BAGS	32.88
<b>17414</b>						<b>\$400.00</b>
	400 - WELLNESS CENTER	08/26/20	6566	ROBERT RUEDA	PANEL CLEANING SRV	400.00
<b>17415</b>						<b>\$334.29</b>
	261 - GAS TAX FUND	08/26/20	3054	SHERWIN-WILLIAMS CO	STREET STRIPING PAI	334.29
<b>17416</b>						<b>\$146.83</b>
	101 - GENERAL FUND	08/26/20	5314	SHRED-IT USA LLC	SHRED SERVICES	146.83
<b>17417</b>						<b>\$173.88</b>
	101 - GENERAL FUND	08/26/20	5624	SIERRA SANITATION,	1/28/20-2/25/20	173.88
<b>17418</b>						<b>\$36,850.28</b>
	101 - GENERAL FUND	08/26/20	310	SOUTHERN CA. EDISON	2-00-424-8134	10.95
	101 - GENERAL FUND	08/26/20	310	SOUTHERN CA. EDISON	2-00-424-8134	1,243.69
	101 - GENERAL FUND	08/26/20	310	SOUTHERN CA. EDISON	2-00-424-8134	1,659.87
	101 - GENERAL FUND	08/26/20	310	SOUTHERN CA. EDISON	2-00-424-8134	2,119.82
	101 - GENERAL FUND	08/26/20	310	SOUTHERN CA. EDISON	2-00-424-8134	41.91
	101 - GENERAL FUND	08/26/20	310	SOUTHERN CA. EDISON	3-033-5943-68	11.23
	261 - GAS TAX FUND	08/26/20	310	SOUTHERN CA. EDISON	2-00-424-8134	5,352.59
	261 - GAS TAX FUND	08/26/20	310	SOUTHERN CA. EDISON	3-023-0081-92	39.41
	261 - GAS TAX FUND	08/26/20	310	SOUTHERN CA. EDISON	3-033-1133-77	46.38
	261 - GAS TAX FUND	08/26/20	310	SOUTHERN CA. EDISON	3-033-1133-94	50.38
	261 - GAS TAX FUND	08/26/20	310	SOUTHERN CA. EDISON	3-033-9421-46	31.88
	261 - GAS TAX FUND	08/26/20	310	SOUTHERN CA. EDISON	3-033-9504-85	15.21
	261 - GAS TAX FUND	08/26/20	310	SOUTHERN CA. EDISON	3-033-9591-42	78.34
	552 - WATER	08/26/20	310	SOUTHERN CA. EDISON	2-00-424-8134	19,734.91
	553 - SEWER	08/26/20	310	SOUTHERN CA. EDISON	2-00-424-8134	320.18
	553 - SEWER	08/26/20	310	SOUTHERN CA. EDISON	3-001-1837-87	5,371.53
	556 - VITA-PAKT	08/26/20	310	SOUTHERN CA. EDISON	2-00-424-8134	121.09
	883 - SIERRA VIEW ASSESSMENT	08/26/20	310	SOUTHERN CA. EDISON	2-00-424-8134	137.42
	884 - HERITAGE ASSESSMENT DIST	08/26/20	310	SOUTHERN CA. EDISON	2-00-424-8134	11.05
	886 - SAMOA	08/26/20	310	SOUTHERN CA. EDISON	2-00-424-8134	22.15
	887 - SWEETBRIER TOWNHOUSES	08/26/20	310	SOUTHERN CA. EDISON	2-00-424-8134	62.20
	888 - PARKSIDE	08/26/20	310	SOUTHERN CA. EDISON	2-00-424-8134	10.95
	889 - SIERRA VISTA ASSESSMENT	08/26/20	310	SOUTHERN CA. EDISON	2-00-424-8134	57.49
	890 - MAPLE VALLEY ASSESSMENT	08/26/20	310	SOUTHERN CA. EDISON	2-00-424-8134	79.54
	891 - PELOUS RANCH	08/26/20	310	SOUTHERN CA. EDISON	2-00-424-8134	220.11
<b>17419</b>						<b>\$3,715.81</b>
	101 - GENERAL FUND	08/26/20	6146	SUPERION, LLC	9/1/20-9/30/20	928.95
	552 - WATER	08/26/20	6146	SUPERION, LLC	9/1/20-9/30/20	928.95
	553 - SEWER	08/26/20	6146	SUPERION, LLC	9/1/20-9/30/20	928.95
	554 - REFUSE	08/26/20	6146	SUPERION, LLC	9/1/20-9/30/20	928.96
<b>17420</b>						<b>\$434.09</b>
	101 - GENERAL FUND	08/26/20	144	THE GAS COMPANY	031-415-9000	16.73
	101 - GENERAL FUND	08/26/20	144	THE GAS COMPANY	033-515-9120-5	16.73
	101 - GENERAL FUND	08/26/20	144	THE GAS COMPANY	115-454-6222-5	16.73
	101 - GENERAL FUND	08/26/20	144	THE GAS COMPANY	163-715-6900	17.92
	101 - GENERAL FUND	08/26/20	144	THE GAS COMPANY	163-715-8900	17.92
	400 - WELLNESS CENTER	08/26/20	144	THE GAS COMPANY	098-628-2905	348.06
<b>17421</b>						<b>\$966.51</b>
	101 - GENERAL FUND	08/26/20	3396	THYSSENKRUPP ELEVAT	6/1/2020-6/30/20	322.17
	400 - WELLNESS CENTER	08/26/20	3396	THYSSENKRUPP ELEVAT	7/1/2020-7/31/2020	322.17
	400 - WELLNESS CENTER	08/26/20	3396	THYSSENKRUPP ELEVAT	8/1/2020-8/31/2020	322.17
<b>17422</b>						<b>\$777.00</b>
	779 - 00-HOME-0487	08/26/20	4922	TRAVELERS INDEMNITY	S.MAGANA 994480890	777.00
<b>17423</b>						<b>\$17,213.25</b>
	101 - GENERAL FUND	08/26/20	3511	TULARE COUNTY SHERI	APRIL2020-JUNE 2020	17,213.25
<b>17424</b>						<b>\$602.75</b>
	553 - SEWER	08/26/20	3814	TURNUPSEED ELECTRIC	WWTP MOTOR COMACTOR	602.75

<b>17425</b>						<b>\$1,910.88</b>
	101 - GENERAL FUND	08/26/20	6326	CORPORATE PAYMENT S	LAMPE CHRYSLER	99.99
	101 - GENERAL FUND	08/26/20	6326	CORPORATE PAYMENT S	ROCK AUTO	29.09
	101 - GENERAL FUND	08/26/20	6326	CORPORATE PAYMENT S	DOLLAR TREE	4.35
	101 - GENERAL FUND	08/26/20	6326	CORPORATE PAYMENT S	LINDSAY DONUTS	12.00
	101 - GENERAL FUND	08/26/20	6326	CORPORATE PAYMENT S	STARBUCKS	17.95
	101 - GENERAL FUND	08/26/20	6326	CORPORATE PAYMENT S	WPSG	59.30
	101 - GENERAL FUND	08/26/20	6326	CORPORATE PAYMENT S	THE FLOWER MILL	102.59
	101 - GENERAL FUND	08/26/20	6326	CORPORATE PAYMENT S	ADOBE	12.99
	101 - GENERAL FUND	08/26/20	6326	CORPORATE PAYMENT S	ADOBE	14.99
	101 - GENERAL FUND	08/26/20	6326	CORPORATE PAYMENT S	ADOBE	9.99
	101 - GENERAL FUND	08/26/20	6326	CORPORATE PAYMENT S	ADOBEa	14.99
	101 - GENERAL FUND	08/26/20	6326	CORPORATE PAYMENT S	ADOBEb	14.99
	101 - GENERAL FUND	08/26/20	6326	CORPORATE PAYMENT S	NORTHCOAST	53.82
	101 - GENERAL FUND	08/26/20	6326	CORPORATE PAYMENT S	ZOOM	12.74
	101 - GENERAL FUND	08/26/20	6326	CORPORATE PAYMENT S	ZOOM	14.99
	400 - WELLNESS CENTER	08/26/20	6326	CORPORATE PAYMENT S	AIR CELL	131.49
	400 - WELLNESS CENTER	08/26/20	6326	CORPORATE PAYMENT S	AIR CELL	39.05
	400 - WELLNESS CENTER	08/26/20	6326	CORPORATE PAYMENT S	ADOBE	14.99
	400 - WELLNESS CENTER	08/26/20	6326	CORPORATE PAYMENT S	COSTCO	241.70
	400 - WELLNESS CENTER	08/26/20	6326	CORPORATE PAYMENT S	COSTCO	326.87
	400 - WELLNESS CENTER	08/26/20	6326	CORPORATE PAYMENT S	LOWES	95.29
	400 - WELLNESS CENTER	08/26/20	6326	CORPORATE PAYMENT S	TARGET-CANOPIES	438.05
	552 - WATER	08/26/20	6326	CORPORATE PAYMENT S	ROCHE OIL	148.67
<b>17426</b>						<b>\$959.40</b>
	552 - WATER	08/26/20	6445	UNDERGROUND SERVICE	118779	321.71
	552 - WATER	08/26/20	6445	UNDERGROUND SERVICE	CA FEE COST 666 TIC	157.99
	553 - SEWER	08/26/20	6445	UNDERGROUND SERVICE	118779	321.71
	553 - SEWER	08/26/20	6445	UNDERGROUND SERVICE	CA FEE COST 666 TIC	157.99
<b>17427</b>						<b>\$1,415.52</b>
	305 - COVID-19 EMERGENCY FUND	08/26/20	356	USA BLUEBOOK	HAND SANITIZER	247.19
	552 - WATER	08/26/20	356	USA BLUEBOOK	SAMPLING STATION	1,168.33
<b>17428</b>						<b>\$3,632.14</b>
	101 - GENERAL FUND	08/26/20	2912	VALLEY PUMP & DAIRY	6339	111.13
	101 - GENERAL FUND	08/26/20	2912	VALLEY PUMP & DAIRY	CANAL PUMP REPAIR	3,521.01
<b>17429</b>						<b>\$4,300.90</b>
	101 - GENERAL FUND	08/26/20	368	VOLLMER EXCAVATION,	3/8 COLD MIX DELIVE	1,041.48
	552 - WATER	08/26/20	368	VOLLMER EXCAVATION,	REPAIR FIRE HYDRANT	3,259.42
<b>17430</b>						<b>\$49,861.00</b>
	200 - STREET IMPROVEMENT FUND	08/26/20	113	DEPT OF TRANSPORTAT	1ST PMT P1575-0021	49,861.00



## STAFF REPORT

TO: Lindsay City Council  
FROM: Joseph Tanner, City Manager  
ITEM: 5.3  
DATE: September 8, 2020

### Renewal of City of Lindsay's Declaration of Local Emergency

**ACTION** Review and Renew Resolution No. 20-12, Resolution of the City Council of the City of Lindsay, California Declaring a Local Emergency and Request for Assistance Under the California Disaster Assistance Act

**PURPOSE** ☒ Statutory/Contractual Requirement  
☐ Council Vision/Priority  
☒ Discretionary Action  
☐ Plan Implementation

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

### Recommendation

Staff respectfully requests that Council review and renew the proclamation of the existence of a local emergency in the City of Lindsay as set forth in Resolution No. 20-12.

### Background | Analysis

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



## STAFF REPORT

### Benefit To Or Impact On City Resources

Renewal of Resolution No. 20-12 confirms the continued existence of conditions of disaster or of extreme peril to the safety of persons and property within the City of Lindsay. These conditions of disaster or extreme peril necessitate the proclamation of a local emergency to enable the City of Lindsay to adequately plan, prepare and preposition resources to be able to effectively respond to the threat posed by COVID-19, including but not limited to requests for assistance under the California Disaster Assistance Act.

### Environmental Review

☒ Not required by CEQA  
☐ If required by CEQA:

### Policy Issues

☒ No policy issues  
☐ Policy issues:

### Public Outreach

☒ Posted in this agenda  
☐ Additional public outreach:

### Attachments

1. Resolution No. 20-12



## RESOLUTION OF THE CITY OF LINDSAY

NUMBER 20-12

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

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

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

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

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

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

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

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

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

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

RESOLUTION NO. 20-12

Page 1 of 2



## RESOLUTION OF THE CITY OF LINDSAY

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

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

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

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

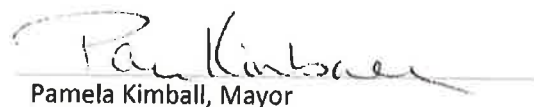
**IT IS FURTHER ORDERED** that the City Manager, of the City of Lindsay, is hereby designated as the authorized representative of the City of Lindsay for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available State and Federal assistance.

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

MEETING DATE	March 24, 2020
MOTION	Watson
2 <sup>nd</sup> MOTION	Sanchez
AYES	Watson, Sanchez, Flores, Cortes, Kimball
ABSENT	None
ABSTAIN	None
NAYS	None

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

  
Juana Espinoza, Deputy City Clerk

  
Pamela Kimball, Mayor



## STAFF REPORT

TO: Lindsay City Council  
FROM: Joseph Tanner, City Manager  
ITEM: 6.1  
DATE: September 8, 2020

### HCD Settlement Agreement

**ACTION** Adopt Resolution 20-39, A Resolution of the City Council of the City of Lindsay Approving the Settlement Agreement with the California Department of Housing and Community Development (HCD) and Authorizing the City Manager to Execute the Necessary Documents on Behalf of the City

**PURPOSE** ☒ Statutory/Contractual Requirement  
☒ Council Vision/Priority  
☐ Discretionary Action  
☒ Plan Implementation

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

### Recommendation

Staff respectfully requests Council adopt Resolution 20-39.

### Background | Analysis

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

The City has admitted full liability, acknowledging and agreeing that the following amounts are now validly due and owing to HCD under the City Agreements: (i) \$180,100 under the CalHome program, (ii) \$2,764,690



## STAFF REPORT

under the CDBG program, and \$845,996 under the HOME program. The total amount owed to HCD is \$3,790,786.

### Benefit To Or Impact On City Resources

The city shall pay the Outstanding Balance in yearly installments, payable to HCD in the manner set forth below, as follows:

- a) \$10,000 due upon signing of this Agreement
- b) The remaining balance to be paid in annual installments of not less than \$89,360 for 30 years until paid

HCD agrees to apply a credit in the amount of \$1,100,000 against the Outstanding Balance (the “Conditional Credit”) providing that the City timely and fully satisfy all of its payment and performance obligations set forth in the Agreement. In addition, as a further incentive for the City to timely performed its obligations under this Agreement, if the City has met all conditions required to earn the Conditional Credit as set forth above, HCD shall also waive all interest which has accrued on the Outstanding Balance from the date of this Agreement to the date the Conditional Credit is granted by HCD.

### Environmental Review

- ☒ Not required by CEQA
- ☐ If required by CEQA:

### Policy Issues

- ☒ No policy issues
- ☐ Policy issues:

### Public Outreach

- ☒ Posted in this agenda
- ☐ Additional public outreach:

### Attachments

1. HCD Settlement Agreement and Release
2. Resolution No. 20-39

## **SETTLEMENT AGREEMENT AND RELEASE**

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

### **RECITALS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### A G R E E M E N T

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

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

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

(a) Ten Thousand Dollars (\$10,000) due upon signing of this Agreement.

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

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

Checks are to be mailed to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Joseph Tanner at [jtanner@lindsay.ca.us](mailto:jtanner@lindsay.ca.us); and

(2) Mario Zamora at [zamora@griswoldlasalle.com](mailto:zamora@griswoldlasalle.com); and

(3) City Manager at [lindsaycityclerk@lindsay.ca.us](mailto:lindsaycityclerk@lindsay.ca.us);

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

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

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

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

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

17. [Reserved].

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

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

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

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

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

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

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

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

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

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

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

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

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

To City:

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

To HCD:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**(Signatures Contained on Following Page)**

HCD:

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Zachary Olmstead  
Chief Deputy Director

Approved as to Form:

\_\_\_\_\_  
Bradley C. Sutton  
Attorney for HCD

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

CITY:

CITY OF LINDSAY,  
a municipal corporation

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Joseph Tanner  
City Manager

Approved as to Form:

\_\_\_\_\_  
Mario Zamora,  
Legal Counsel for City of Lindsay

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

### List of Exhibits

Exhibit A – Standard Agreements

Exhibit B – City Loan Portfolio

Exhibit C – Repayment Schedule

**EXHIBIT A**  
**STANDARD AGREEMENTS**

**CalHOME**

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

**HOME**

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

**CDBG**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT C**

**REPAYMENT SCHEDULE**

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

## EXHIBIT C

### REPAYMENT SCHEDULE (continued)

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



## RESOLUTION OF THE CITY OF LINDSAY

NUMBER           **20-39**

TITLE             **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY  
APPROVING THE SETTLEMENT AGREEMENT WITH THE  
CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY  
DEVELOPMENT (HCD) AND AUTHORIZING THE CITY MANAGER TO  
EXECUTE THE NECESSARY DOCUMENTS ON BEHALF OF THE CITY**

MEETING          At a regularly scheduled meeting of the City of Lindsay City Council held on  
September 8, 2020 at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

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

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

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

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

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

SECTION 1.       The City shall pay the Outstanding Balance in yearly installments, payable to HCD in the manner set forth below, as follows:

- a) \$10,000 due upon signing of the Agreement
- b) The remaining balance to be paid in annual installments of not less than \$89,360 for 30 years until paid

SECTION 2.       HCD agrees to apply a credit in the amount of \$1,100,000 against the Outstanding Balance (the "Conditional Credit) providing that the City timely and fully satisfy all of its payment and performance obligations set forth in the Agreement. In addition, as a further incentive for the City to timely performed its obligations under this Agreement, if the City has met all conditions required to earn the Conditional Credit as set forth above, HCD shall also waive all interest which has accrued on the Outstanding Balance from the date of this Agreement to the date the Conditional Credit is granted by HCD.

SECTION 3.       This resolution shall be effective immediately upon its approval and adoption.

RESOLUTION NO. 20-39

Page 1 of 2



## RESOLUTION OF THE CITY OF LINDSAY

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

MEETING DATE	September 8, 2020
MOTION	
2 <sup>nd</sup> 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.

\_\_\_\_\_  
Pamela Kimball, Mayor

### CERTIFICATE OF THE ATTESTING OFFICER

The undersigned, Juana Espinoza, Deputy 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 hereof.

ATTEST: \_\_\_\_\_  
Juana Espinoza, Deputy City Clerk



## STAFF REPORT

TO: Lindsay City Council  
FROM: Joseph Tanner, City Manager  
ITEM: 6.2  
DATE: September 8, 2020

### SB 2 Planning Grant Program Application

ACTION Adopt Resolution No. 20-40, a Resolution of the City Council of the City of Lindsay Authorizing Application for, and Receipt of, SB 2 Planning Grant Program Funds

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

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

### Recommendation

Staff respectfully recommends the approval and adoption of Resolution 20-40.

### Background | Analysis

On November 12, 2019, Council approved Resolution 19-55, authorizing the application for SB2 Planning Grant funds in the amount of \$160,000. The grant funding program is administered by the California Department of Housing and Community Development (HCD). On June 11, 2020, HCD provided letter of approval of the City's SB2 application.

With ongoing settlement agreement negotiations between the City and HCD and since approval of Resolution 19-55, both parties are near final settlement agreement. As identified in the settlement agreement

*"... the City may apply for and receive state and federal planning and activity implementation grant funding, if the City and an eligible entity jointly apply for such funding and agree to be jointly and severally liable for the performance of all obligations and the satisfaction of all conditions of the grant*



## STAFF REPORT

*funding, as set forth in an executed standard agreement with HCD, and the eligible entity agrees to act as the lead agency in the application and administration of such funding....”*

Staff communications with Tulare County Resource Management Agency (RMA) has provided opportunity to develop the required agreements between the City and RMA planning department to fulfill the requirements of the settlement agreement and utilize the approved SB2 planning grant funds. This action is specifically identified in Section 2 of Resolution 20- .

If approved by Council and Tulare County Board of Supervisors, HCD staff will provide the agreement language to both City and RMA to finalize the SB2 funding agreement.

The SB2 planning grant amount is \$160,000 and the application identified 5 projects to complete with these funds. The projects are:

1. Zoning Ordinance Update
2. Subdivision Ordinance Update
3. Development Standards Update
4. Enhanced web platform for our Municipal Code and website
5. Modernize and Improve Planning and Permitting System

At this time, RMA staff has committed to completing projects 1, 2 and 3 and will work with City staff to explore options and delivery of projects 4 and 5.

### Benefit To Or Impact On City Resources

Impacts on City resources would include time committed working with RMA staff to complete the projects identified. End benefit will be the updating of critical planning documents, increased efficiency with regard to municipal code access and planning and permitting processes.

### Environmental Review

- ☒ Not required by CEQA  
☐ If required by CEQA:

### Policy Issues

- ☒ No policy issues  
☐ Policy Issues:

### Public Outreach

- ☒ Posted in this agenda  
☐ Additional public outreach:

### Attachments

1. June 11, 2020 HCD Letter of Approval
2. Resolution No. 20-40

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
DIVISION OF HOUSING POLICY DEVELOPMENT**

2020 W. El Camino Avenue, Suite 500  
Sacramento, CA 95833  
(916) 263-2911 / FAX (916) 263-7453  
[www.hcd.ca.gov](http://www.hcd.ca.gov)



June 11, 2020

Bret Harmon  
Interim City Manager  
City of Lindsay  
P.O. Box 369  
Lindsay, CA 93247

**RE: 2019 Planning Grants Program Award**


Dear Bret Harmon:

The Department of Housing and Community Development (Department) is pleased to announce that the City of Lindsay has been approved for funding under the SB 2 Planning Grants Program (Program). The Department has determined that the application submitted in response to the Notice of Funding Availability released on March 28, 2019, meets Program requirements. This letter constitutes a conditional commitment of an award in the amount of \$160,000.

The Program reflects the State's commitment to work in partnership with local governments to address California's critical housing needs. Local governments are using the grant awards to accelerate housing production by streamlining the approval of affordable housing and promoting development consistent with the State's planning priorities, among other related activities.

Congratulations on your successful application. Staff will be contacting you shortly to initiate the process of preparing the Standard Agreement for fund distribution. For further information, please contact John Buettner, of our staff, at (916) 263-1500.

Sincerely,



Gustavo Velasquez  
Director



## RESOLUTION OF THE CITY OF LINDSAY

NUMBER           **20-40**

TITLE             **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY AUTHORIZING APPLICATION FOR, AND RECEIPT OF, SB 2 PLANNING GRANT PROGRAM FUNDS**

MEETING          At a regularly scheduled meeting of the City of Lindsay City Council held on September 8, 2020 at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

**WHEREAS**, the State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability (NOFA) dated **March 28, 2019**, for its Planning Grants Program (PGP); and

**WHEREAS**, the **City Council** of the **City of Lindsay** desires to submit a project application for the PGP program to accelerate the production of housing and will submit a 2019 PGP grant application as described in the Planning Grants Program NOFA and SB 2 Planning Grants Program Guidelines released by the Department for the PGP Program; and

**WHEREAS**, the Department is authorized to provide up to **\$123 million** under the SB 2 Planning Grants Program from the Building Homes and Jobs Trust Fund for assistance to Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)) related to the PGP Program.

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

SECTION 1.       The **City Council of the City of Lindsay (City)** is hereby authorized and directed to apply for and submit to the Department the 2019 Planning Grants Program application in the amount of \$160,000.

SECTION 2.       In connection with the PGP grant if the application is approved by the Department, the **City** is authorized to enter into, execute and deliver a State of California Standard Agreement for the amount of \$160,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the PGP grant, the City's obligations related thereto and all amendments thereto.

The City acknowledges and authorizes the necessity and grant contingency of the County of Tulare to co-sign, guarantee and monitor the City's Standard Agreement for the amount of \$160,000, as further set forth in the City's Standard Agreement.

SECTION 3.       The **City** shall be subject to the terms and conditions as specified in the Standard Agreement, the SB 2 Planning Grants Program Guidelines, and any applicable PGP guidelines published by the Department. Funds are to be used for allowable expenditures as specifically identified in the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application will be enforceable through the executed Standard Agreement. The **City** hereby agrees to use the funds for eligible uses in the manner presented in the application as

RESOLUTION NO. 20-40

Page 1 of 2



## RESOLUTION OF THE CITY OF LINDSAY

approved by the Department and in accordance with the Planning Grants NOFA, the Planning Grants Program Guidelines, and 2019 Planning Grants Program Application.

SECTION 4. The **City Manager** is authorized to execute the **City's** Planning Grants Program application, the PGP Grant Documents, and any amendments thereto, on behalf of the **City** as required by the Department for receipt of the PGP Grant.

SECTION 5. This resolution shall be effective immediately upon its approval and adoption. The Mayor, or presiding officer, is hereby authorized to affix her/his signature to the Resolution signifying its adoption by the City Council of the City of Lindsay, and the City Clerk, or the duly appointed deputy, is directed to attest thereto.

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

MEETING DATE	September 8, 2020
MOTION	
2 <sup>nd</sup> MOTION	
AYES	
ABSENT	
ABSTAIN	
NAYS	

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

\_\_\_\_\_  
Juana Espinoza, Deputy City Clerk

\_\_\_\_\_  
Pamela Kimball, Mayor



## STAFF REPORT

TO: Lindsay City Council  
FROM: Joseph Tanner, City Manager  
ITEM: 6.3  
DATE: September 8, 2020

### COVID-19 Hazard Pay for City Employees

**ACTION** Approve Minute Order Authorization for the City Manager or Designee to Execute Side Letters or Contracts Related to COVID-19 Hazard Pay and Additional Leave Time

**PURPOSE** ☒ Statutory/Contractual Requirement  
☒ Council Vision/Priority  
☒ Discretionary Action  
☐ Plan Implementation

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

### Recommendation

Staff recommends that Council approve and authorize the City Manager or a Designee to execute side letters or contracts related to COVID-19 hazard pay and additional leave time.

### Background | Analysis

At the request of Councilmembers Sanchez and Flores this item has been placed on the agenda for council consideration.

Effective on March 24, 2020, the City shall provide forty (40) hours of recognition leave to all employees which expires on December 31, 2021. This benefit is a one-time benefit and not provided at any ongoing basis. Use of this leave shall be subject to approval by a supervisor and has no cash value if unused.

Also effective on March 24, 2020 or the employee's date of hire, all employees shall receive a three percent (3%) hazard pay salary increase or a minimum salary increase of seventy-five cents (\$0.75) an hour, whichever



## STAFF REPORT

is greater. This hazard pay increase shall continue until the Lindsay City Council takes action to end the declared emergency, the declaration of emergency expires, or until December 31, 2020, whichever is earliest.

City of Lindsay employees did not receive any increase to salaries as part of the budget process.

### Benefit To Or Impact On City Resources

Under the CARES Act, hazard pay is included for employees that provide services that increase risk of exposure to COVID-19. The City of Lindsay's total allocation of CARES Act funding is \$164,000. The estimated cost for a 3% salary increase or \$0.75 per hour increase is \$60,000 for this fiscal year. The pay increase does not count towards the City's CalPERS unfunded liability.

### Environmental Review

☒ Not required by CEQA  
☐ If required by CEQA:

### Policy Issues

☒ No policy issues  
☐ Policy issues:

### Public Outreach

☒ Posted in this agenda  
☐ Additional public outreach:

### Attachments

1. LPOA Side Letter
2. SEIU Side Letter
3. Employee Agreement Addendum for Non-Union Members

SIDE LETTER AGREEMENT #\_  
BETWEEN  
LINDSAY POLICE OFFICERS ASSOCIATION  
AND  
THE CITY OF LINDSAY  
TO THE MOU JULY 1, 2019 TO JUNE 30, 2022

The parties to this Side Letter Agreement are the City of Lindsay (the “**City**”), and Lindsay Police Officers Association (“**LPOA**”).

This Agreement is the result of discussions between the parties regarding hazard pay for LPOA members during the pandemic related to the Coronavirus Disease 2019.

Effective on March 24, 2020, the City shall provide forty (40) hours of recognition leave to all members which expires on December 31, 2021. This benefit is a one-time benefit and not provided at any ongoing basis. Use of this leave shall be subject to approval by a supervisor and has no cash value if unused.

Also effective on March 24, 2020 or the employee’s date of hire, all members shall receive a three percent (3%) hazard pay salary increase or a minimum salary increase of seventy-five cents (\$0.75) an hour, whichever is greater. This hazard pay increase shall continue until the Lindsay City Council takes action to end the declared emergency, the declaration of emergency expires, or until December 31, 2020, whichever is earliest.

The terms of this agreement shall be effective immediately upon both parties signing.

Agreed to this \_\_\_\_ day of \_\_\_\_\_, 2020, by the parties authorized representatives.

**For City of Lindsay:**

**For Lindsay Police Officers Association:**

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SIDE LETTER AGREEMENT #\_  
BETWEEN  
THE LINDSAY CITY EMPLOYEES' ASSOCIATION  
AND  
THE CITY OF LINDSAY  
TO THE MOU JANUARY 1, 2018 TO DECEMBER 31, 2022

The parties to this Side Letter Agreement are the City of Lindsay and The Lindsay City Employees' Association.

This Agreement is the result of discussions between the parties regarding hazard pay for SEIU members during the pandemic related to the Coronavirus Disease 2019.

Effective on March 24, 2020, the City shall provide forty (40) hours of recognition leave to members which expires on December 31, 2021. This benefit is a one-time benefit and not provided at any ongoing basis. Use of this leave shall be subject to approval by a supervisor and has no cash value if unused.

Also effective on March 24, 2020 or the employee's starting date, all members shall receive a three percent (3%) hazard pay salary increase or a minimum salary increase of seventy-five cents (\$0.75) an hour, whichever is greater. This hazard pay increase shall continue until the Lindsay City Council takes action to end the declared emergency, the declaration of emergency expires, or until December 31, 2020, whichever is earliest.

The terms of this agreement shall be effective immediately upon both parties signing.

Agreed to this \_\_\_\_ day of \_\_\_\_\_, 2020, by the parties authorized representatives.

**For City of Lindsay:**

**For The Lindsay City Employees'  
Association:**

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## **CITY OF LINDSAY**

### **EMPLOYMENT AGREEMENT ADDENDUM**

This Employment Agreement Addendum (“Addendum”) is made and entered into between the City of Lindsay (“City”) and [NAME OF EMPLOYEE] (“Employee”).

Whereas the Employee’s employment relationship with the City is governed by the Contract of Employment (“Agreement”) dated [DATE OF ORIGINAL EMPLOYMENT CONTRACT], attached hereto as Exhibit 1, and

Whereas the Employee has performed their duties during the pandemic related to the Coronavirus Disease 2019 and the City desires to include hazard pay.

Accordingly, the parties agree that the Agreement is amended to include the following:

Effective on March 24, 2020, the City shall provide forty (40) hours of recognition leave to Employee which expires on December 31, 2021. This benefit is a one-time benefit and not provided at any ongoing basis. Use of this leave shall be subject to approval by a supervisor and has no cash value if unused.

Also effective on March 24, 2020, Employee shall receive a three percent (3%) hazard pay salary increase or a minimum salary increase of seventy-five cents (\$0.75) an hour, whichever is greater. This hazard pay increase shall continue until the Lindsay City Council takes action to end the declared emergency, the declaration of emergency expires, or until December 31, 2020, whichever is earliest.

Except as set forth in this Addendum, all other terms and conditions of the Agreement shall remain in full force and effect.

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

Sign: \_\_\_\_\_  
[NAME OF EMPLOYEE], Employee

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

Sign: \_\_\_\_\_  
Joseph Tanner, City Manager on behalf of the  
City of Lindsay



## RESOLUTION OF THE CITY OF LINDSAY

NUMBER           **20-41**

TITLE             **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY  
AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE  
SIDE LETTERS OR CONTRACTS RELATED TO COVID-19 HAZARD  
PAY AND ADDITIONAL LEAVE TIME**

MEETING          At a regularly scheduled meeting of the City of Lindsay City Council held on  
September 8, 2020 at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

**WHEREAS**, on March 19, 2020, Governor Newsom issued Executive Order N-33-20 directing all residents immediately to heed current State public health directives to stay home, except as needed to maintain continuity of operations of essential critical infrastructure sectors and additional sectors as the State Public Health Officer may designate as critical to protect health and well-being of all Californians;

**WHEREAS**, City employees are considered essential workers pursuant to the thirteen (13) categories of critical infrastructure sectors designated by the State Public Health Officer;

**WHEREAS**, City employees' primary job functions meet one or more of the following criteria:

- a. Elevated risk or exposure due to having regular public facing responsibilities
- b. Required to enter occupied residences or commercial establishments
- c. Cleaning and building maintenance work physically performed on the grounds of a City property, including all custodial or janitorial services, security services and repair and maintenance services
- d. Repeated or prolonged contact with potentially contaminated spaces, objects or property;

**WHEREAS**, the City of Lindsay received a total allocation of \$164,000 in CARES Act funding;

**WHEREAS**, under the CARES Act, hazard pay is included for employees that provide services that increase risk of exposure to COVID-19;

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

SECTION 1.       Effective on March 24, 2020, the City shall provide forty (40) hours of recognition leave to all City employees which expires on December 31, 2021. This benefit is a one-time benefit and not provided at any ongoing basis. Use of this leave shall be subject to approval by a supervisor and has no cash value if unused.

SECTION 2.       Effective on March 24, 2020 or the employee's date of hire, all City employees shall receive a three percent (3%) hazard pay salary increase or a minimum salary increase of seventy-five cents (\$0.75) an hour, whichever is greater. This hazard pay increase shall continue until the Lindsay City Council takes action to end the declared emergency, the declaration of emergency expires, or until December 31, 2020, whichever is earliest.

RESOLUTION NO. 20-41

Page 1 of 2



## RESOLUTION OF THE CITY OF LINDSAY

SECTION 3. This resolution shall be effective immediately upon its approval and adoption.

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

MEETING DATE	September 8, 2020
MOTION	
2 <sup>nd</sup> 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.

\_\_\_\_\_  
Pamela Kimball, Mayor

### CERTIFICATE OF THE ATTESTING OFFICER

The undersigned, Juana Espinoza, Deputy 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 hereof.

ATTEST: \_\_\_\_\_  
Juana Espinoza, Deputy City Clerk

RESOLUTION NO. 20-41  
Page 2 of 2



## STAFF REPORT

TO: Lindsay City Council  
FROM: Joseph Tanner, City Manager  
ITEM: 7.1  
DATE: September 8, 2020

### Commercial Cannabis Retail Dispensary RFP

ACTION Authorization to Distribute Request for Proposals (RFP) for Commercial Cannabis Retail Dispensary

PURPOSE ☒ Statutory/Contractual Requirement  
☒ Council Vision/Priority  
☒ Discretionary Action  
☐ Plan Implementation

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

### Recommendation

Staff respectfully requests authorization for staff to distribute an RFP for a Commercial Cannabis Retail Dispensary.

### Background | Analysis

At its meeting on August 25, 2020, the Council considered an RFP for a Commercial Cannabis Retail Dispensary and a contract received from HDL. Council elected to take the matter under further consideration at the Council's next regular meeting on September 8, 2020, at which time the City Manager would present a new RFP with updated dates to allow for no more than one new retail cannabis location to be established.

### Benefit To Or Impact On City Resources

Revenues from a cannabis retail location would work to offset revenue losses related to COVID-19. Taxes and fees generated from cannabis go directly into the General Fund and fund public safety, general administration,



## STAFF REPORT

recreation and other essential city services.

### Environmental Review

☒ Not required by CEQA  
☐ If required by CEQA:

### Policy Issues

☒ No policy issues  
☐ Policy issues:

### Public Outreach

☒ Posted in this agenda  
☐ Additional public outreach:

### Attachments

1. Commercial Cannabis Retail Dispensary RFP (Redline Draft)
2. City Fee Schedule for Cannabis Retail Businesses
3. HDL Proposal

## City of Lindsay Commercial Cannabis Business Application Package – Dispensary

### Application Fees

Phase I: \$500 (per applicant)

Phase II: \$2,500

Phase III: \$800 (if applicable)

☐ *Included*

#### Phase I

- ☐ Pay \$500 application fee
- ☐ Submit background check/live scan documents to the Lindsay Public Safety Department (forms attached)

#### Phase II

- ☐ Pay \$2,500 application fee
- ☐ Submit application with responses to each of the seven (7) narrative descriptions listed in the Phase II ~~Section of this packet~~ section of the application
- ☐ Submit indemnification agreement and acknowledgement form

#### Phase III (if applicable)

- ☐ Pay \$800 application fee
- ☐ Attend final interview and discuss the three topics listed in the Phase III section of the application

#### Final Approval (if applicable)

- ☐ Submit Conditional Use Permit application and pay permit fees
- ☐ Submit building plans/request building permits (if applicable)

**All applications must be submitted to the City of Lindsay Finance Department by the October 26, 2020 at 3 P.M. deadline in person.**

#### NOTE:

INCOMPLETE OR INCORRECT APPLICATIONS WILL BE REJECTED AND MAY REQUIRE RESUBMITTALING.

It is the responsibility of the applicant to ensure that all pages are included in the application package and that the application is complete when submitted returned to the City of Lindsay Finance Department.

## Application to Operate a Commercial Cannabis Retail Dispensary

**Release Date:** ~~September 21, 2020~~ ~~June 18, 2019~~

**Phase I & II Submittal Deadline:** ~~October 26, 2020 at 3 P.M.~~ ~~July 17, 2019 at 4:00 pm~~

**Phase I & II Submittal Location:** ~~City of Lindsay Finance Department, 251 E. Honolulu, Lindsay CA, 93247~~

**Notification to Applicants Invited to Phase III Final Selection:** ~~Mid November 2020~~ ~~August 5, 2019~~

**Scheduled Phase III Interviews:** ~~Mid to Late November 2020~~ ~~August 12, 2019 through August 16, 2019~~

**Final Selection Announced:** ~~December 2020~~ ~~August 23, 2019~~

The City of Lindsay is now seeking applications from parties who wish to develop and operate a cannabis retail dispensary in Lindsay, which will be subject to the following requirements:

- This application process will result in the issuance of not more than ~~two~~one commercial cannabis retail dispensary regulatory permits (hereinafter referred to as "permit"). ~~The~~ Applicants will still be required to obtain the required Conditional Use Permit through the entitlement process described below;
- The approved cannabis retail dispensary (hereinafter referred to as "dispensary") shall be located only in the City's CC (Central Commercial) zoning district, within the Central Business District, as defined in the Commercial Land Use Policies and Proposals section of the Lindsay General Plan, and further restricted to that area shown within the green polygon in the attached "Retail Cannabis Dispensary Zone" aerial image.
- The dispensary shall not be located within a 600-foot radius of a school providing instruction in kindergarten or any grades 1 through 12 as prescribed by state law;
- The dispensary must adhere to all state and local laws that regulate the cannabis industry.
- If permitted by state law, this dispensary may operate as and sell both medicinal and recreational products.
- Prior to or concurrently with applying for the regulatory permit, the applicant shall process a Conditional Use Permit as required by the City's Zoning Ordinance.
- The approved cannabis retail dispensary shall follow the strict operating, security, odor control, recordkeeping, facilities, zoning and signage regulations as set forth in the zoning ordinance, cannabis business ordinance and related resolutions;
- Payment of applicable application fees as required; and
- Additional conditions of approval may be imposed by the City to ensure the operator remains compliant with all state and local laws as well as the conditions set forth in the operator's application.

Per the requirements of City of Lindsay Ordinance 573, which allows cannabis businesses and establishes permitting procedures and regulations, the dispensary must operate in accordance with the requirements defined in California Business and Professions Code section 19300.5 and any successor statute, as may be adopted or amended from time to time by the State of California. In addition to said regulations applicants must comply with all local regulations.

The dispensary shall be configured primarily for product sales, and shall not operate as a restaurant, cafe, or lounge serving food or drinks for consumption on site. No alcohol or tobacco sales will be allowed on site. Additional restrictions on the operations of the dispensary are outlined in the adopted ordinance. Applicants should review City of Lindsay Ordinance 573, which allows cannabis businesses and establishes permitting procedures and regulations along with City of Lindsay Resolution 19-27 Tax Rate and Fees for Cannabis Cultivation and Other Cannabis Businesses requirements carefully before responding to this

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application. It is expected that the dispensary shall fully integrate itself into the surrounding neighborhood and shall contribute in a positive manner to the broader Lindsay community.

## Overview of the Application Process and Fee Structure

The application process is structured with three phases, outlined below. The non-refundable application processing fees associated with each step of the process are outlined following the description of each phase. Fees for Phases I and II are due at the time of application submittal. Fees for Phase III shall be required only for those applicants who advance beyond Phase II.

Event	Date
Application Release	<del>September 21, 2020</del> June 18, 2019
<del>Applicant</del> Questions Regarding Application Due	<del>October 19, 2020</del> June 24, 2019
Phase I & II Applications Due	<del>October 26, 2020 at 3 P.M.</del> July 17, 2019 at 4:00 pm

### Phase I - Background

Phase I requires each applicant to complete the Phase I background materials, which include the attached live scan form and commercial cannabis employee permit application, as well as an indemnification agreement to hold harmless the City of Lindsay. Each applicant will be required to submit to a criminal background investigation. Fingerprints and Photograph shall be required from each applicant as part of this process.

All applicants must pass the background investigation in order to proceed forward to Phase II. Once applications are received, applicants will be contacted to schedule a time to conduct the live scan at the Lindsay Public Safety Department.

NOTE: Live scans must be conducted in person at the Lindsay Public Safety Department located at 185 N. Gale Hill Ave., Lindsay, CA 93247.

Phase I fees: \$500 ~~non-refundable application fee~~ for each applicant payable to the "City of Lindsay."

Commented [ME1]: Is this nonrefundable? Added that language but not 100% certain

### Phase II – Overview

All applicants that successfully pass the Phase I criminal background investigation will advance to the second phase of the application process, which will include the Public Safety Director's review of the completed Commercial Cannabis Retail dispensary Regulatory Permit Application in addition to the narrative descriptions of the (1) proposed business plan summary and budgets, (2) site location and development plan, (3) proof of capitalization, (4) management team, (5) proof of existing successful retail cannabis dispensary operation, (6) summary of security practices, and (7) community benefits.

All application materials will be objectively scored and ranked according to the application requirements outlined below.

Phase II Fees: \$2,500 non-refundable application fee due at time of initial application submittal, payable in one check to the "City of Lindsay". If Background check is not cleared and/or applicant backs out, the \$2,500 application fee will not be refunded.

## **Phase II - Application Requirements**

### **1. Business Plan Summary and Budget – 20 points possible**

The applicant shall submit a summary of the business plan for the day-to-day operations of the dispensary. The business plan summary shall include but not be limited to:

- A description of the day-to-day operations of the dispensary, including a description of the cannabis-related products and/or services being sold, as well as any additional accessory services or related facilities. Please provide, in the business plan for the proposed dispensary, a detailed list of all cannabis operations proposed to occur on the premises and their processes including but not limited to standard operating procedures, number of employees, training program, inventory and quality control procedures, lists of both recreational and medicinal products anticipated to be available, waste management plan, transportation, and distribution of product processes, delivery processes, testing, quality control practices and procedures, visitor and vendor protocols (logs, non-disclosures, etc.), and the track and trace procedures and policies.

### **2. Site Location and Development Proposal – 20 points possible**

- The applicant shall identify and describe the location in which the retail dispensary will be located by providing the following information:
  - Address, Assessor's Parcel Number, Site Area and Dimensions;
  - Proof of ability to lease/purchase property (Property Owner Affidavit)
- The applicant shall provide a conceptual layout of the site's intended development including but not limited to, all proposed uses, building floor area, number of stories, parking, ingress/egress points, elevations (if available), and floor plan. The conceptual plan shall be to scale but does not need to be drawn by a licensed engineer or architect.
- The Retail Dispensary Operation may be component of a larger proposed or existing development proposal which can be described in this application.

### **3. Proof of Capitalization – 20 points possible**

The applicant shall submit proof demonstrating sufficient capital is in place to cover startup costs and at least three months of operating costs. Proof of capitalization shall be in the form of:

- Documentation of cash or other liquid assets (e.g., bank statement)
- Letter of Credit

### **4. Management Team – 20 points possible**

The applicant shall submit:

- An organizational chart with the name and role of each known member of the management team ~~including~~ roles that are known but unfilled should also be included.
- Resumes for each member of the management team.

- A discussion of the experience of the management team.
- The application shall include information concerning any special business or professional qualifications or licenses of the management team that would add to the number or quality of services that the dispensary would provide, especially in areas related to medicinal cannabis, such as scientific or health care fields.

#### **5. Proof of Existing Successful Retail Cannabis Dispensary Operation – 20 points possible**

The applicant shall demonstrate the ability to develop a successful, sustainable, harmonious operation by provide proof of the following:

- Has maintained an existing, successful retail cannabis dispensary operation for a period of one year or more. (Provide tax documentation)
- Has maintained a harmonious relationship for one year or more with the government entity holding jurisdictional authority over the existing retail cannabis dispensary. (Provide supporting documentation from the government entity holding jurisdictional authority along with a local crime report).

#### **6. Summary of Security Practices – 20 points possible**

Applicants shall describe their approach to operational security including but not limited to:

- General security policies.
- Employee-specific policies and training.
- Discussion of transactional security, visitor security, third-party contractor security, and delivery security.
- Financial Security.

Applicants should address ingress and egress access, perimeter security, product security (at all hours), internal security measures for limited access areas, types of security systems (alarms, cameras, etc.), and security personnel to be employed. This discussion must also include a description of how cannabis will be tracked and monitored to prevent diversion, such as by verifying the status of recommending physicians, if selling medicinal cannabis, and retaining copies of all written recommendations from recommending physicians when applicable. Applicants are encouraged to provide a sample written policy that has been developed.

Security plans shall not be made public, unless required by court action. Security plan details that could aid persons who wish to commit security violations shall be considered confidential and shall not be released to the public unless ordered by a court of law.

Please refer to City of Lindsay Ordinance 573, which allows cannabis businesses and establishes permitting procedures and regulations; [City of Lindsay Resolution 19-19](#) for regulatory permit requirements for cannabis business owners; and City of Lindsay Resolution 19-20 for cannabis minimum premises security requirements and regulations that should be included in your proposal.

## 7. Community Benefits - 20 points possible

The applicant must provide a discussion of how they intend to provide the City of Lindsay and its residents with community benefits and mitigate any nuisance and/or negative impacts that the dispensary's existence may create. Quantifying the community benefit with a level of financial commitment along with performance timelines is required and shall be provided in a Community Benefits Program document.

Examples of community benefits may include, but are not limited to;

- improve blighted buildings within the City's Central Business District;
- provide repairs and improvements to Sweet Brier Plaza;
- provide improvements and/or support to the Lindsay Sports Complex, Lindsay Aquatic Center, and/or Olive Bowl Complex;
- [Provide funding to the Public Safety Department for capital expenses such as: police vehicles, safety equipment, and/or public safety building improvements;](#)
- [purchase/lease/financially support the McDermont Field House and its activities;](#)
- contribute to local substance abuse programs or other activities that benefit the local community as well as the City of Lindsay.
- support or fund other community programs;

The applicant must also demonstrate how they will ensure that they will minimize any nuisance and/or negative impacts on the surrounding community, including minimizing noise, odor, increased foot and vehicle traffic, increased waste production and water usage, and increased safety concerns, among others.

### Phase III – Overview

After all applications from Phase II have been ranked and scored, a sub-set of finalists shall be invited to advance to Phase III, at which point the Phase III non-refundable application fee shall be due, and Phase III applicants will be invited to an interview to discuss the Phase II items listed ~~below~~[above](#). The number of applications that will be invited to submit a Phase III response will be set by the selection committee.

Phase III fees: Non-refundable fee of \$800, payable in one check to the "City of Lindsay." Please note that this application fee is applicable only to applicants who advance to Phase III.

### Phase III - Application Requirements

#### 1. Product Safety and Labeling

The application shall state how the dispensary will ensure enhanced consumer safety by testing or confirming that testing has been certified for biological and chemical contaminants. The applicant must also submit a discussion regarding the product labeling standards to be employed and how they will comply with state and local laws, regulations, and policies. The applicant must also provide information on product labeling sufficient to ensure that cannabis and edible products containing cannabis clearly identify the percentage level of delta-9 (trans) tetrahydrocannabinol, cannabidiol, and cannabinol, and have adequate warnings.

## 2. Community Benefits

The applicant must provide a discussion of how they intend to provide the City of Lindsay and its residents with the community benefits described in Phase II along with how they intend to mitigate any potential negative impacts.  
~~with the community benefits described in Phase II along with how they intend to mitigate any negative impacts.~~

## 3. Hiring and Employment Practices

The applicant must submit a description of their labor and employment practices. These policies and practices could include, but are not necessarily limited to, the following:

- Discussion of Hiring Plan
- Training and continuing education opportunities—the applicant should discuss the introductory and on- going training opportunities that will be provided to the employees of the dispensary.
- For an applicant with 20 or more employees, provide a statement that the applicant will enter into, or demonstrate that it has already entered into, and abide by the terms of a labor ~~peace~~ agreement.
- Providing Equal Benefits and/or signing a Declaration of Non-Discrimination.

## Final Selection

Following an objective ranking of the above application materials, applicants may be invited for interview(s) with City staff and/or representatives. Following completion of the interview(s), City staff intends to bring forward for the City Council's consideration not more than two recommended dispensary operators. The recommended operator(s) should be prepared to attend a City Council meeting in Lindsay in order to provide a public presentation before the Mayor and City Council introducing their team and providing an overview of their proposal. The City of Lindsay reserves the right to request any other additional information or documentation deemed necessary to review the applications throughout the entire application and dispensary permitting process. The City also reserves the right to request references from applicants.

Following the review and approval by the City Council, the selected operator will be invited to submit, within 90 days, a Conditional Use Permit (CUP) application along with any other necessary land use entitlement applications to the Lindsay City Services Department for processing. Once the ~~C~~onditional ~~U~~se ~~P~~ermit and other applicable land use entitlements have been secured the applicant will be issued an official regulatory permit from the Public Safety Department within 30 days.

## Submission Process and General Conditions

Should applicants have questions about this application or require additional clarification about the contents of the application, such questions shall be due by 5:00 ~~P.M.-pm~~ on ~~June 21, 2019~~October 19, 2020. Questions must be sent via email to: [mespinoza@lindsay.ca.us](mailto:mespinoza@lindsay.ca.us), [bharmen@lindsay.ca.us](mailto:bharmen@lindsay.ca.us). ~~Questions posed in person or by phone will not be answered. Answers to questions will be subsequently posted on the City's program website. Some questions may be required to be submitted via email.~~

Applicants should submit the following materials before the Phase I/II October 26, 2020 3:00 P.M. deadline outlined above:

- Completed "Live Scan/Background Packet" form for all Applicants. Background packets will be required for owners and live scan will be required for employees.
- Indemnification Agreement and Acknowledgement Form
- One (1) Response to the Phase II Application, outlined above

In addition, applicant must submit, in person, checks as follows:

- Fees for background checks (\$500 x the number of applicants)
- Application check for \$2,500 payable to the "City of Lindsay"
- ~~Fees for background checks (\$500 x the number of applicants)~~

**All of the above materials shall be submitted to:**

Bret Harmon, Finance Director  
City of Lindsay – Finance  
Department  
251 E. Honolulu.  
Lindsay, CA 93247

**Deadline for submitting applications:** October 26, 2020~~July 17, 2020~~ at 3:00 pm P.M.

**By submitting a proposal, the applicant represents and warrants that:**

1. The information provided is genuine and not a sham, collusive, or made in the interest or on behalf of any party not therein named, and that the applicant has not directly or indirectly induced or solicited any other applicant to put in a sham proposal, or any other applicant to refrain from presenting information and that the prospective provider has not in any manner sought by collusion to secure an advantage.
2. The applicant has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of an exclusive operating area, to any employee, official, or existing contracting consultant of the City of Lindsay.
3. All costs of preparation of proposals including travel for any interviews scheduled shall be borne by the applicants.
4. All proposals become the property of the City of Lindsay. The City reserves the right to reject any and all submittals; to request clarification of information submitted; to request additional information from competitors; and to waive any irregularity in the submission and review process. None of the materials submitted will be returned to the bidder.
5. Information or materials submitted in response to this application will be stored on file with the City of Lindsay and may subject to the requirements of the California Public Records Act, or subject to public disclosure as ordered by a court of law. Proposed security plans shall be considered confidential.

6. The City reserves the right to request additional information not included in this application from any or all applicants.

7. The City reserves the right to contact references not provided in the submittals.

The City reserves the right to incorporate its standard agreement language into any contract resulting from this application.

## Retail Cannabis Dispensary Zone

Retail Cannabis Dispensaries shall be located wWithin the green polygon

The City desires to see the blighted buildings outlined in red improved.

### Legend

 Blighted Building

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## COMMERCIAL MARIJUANA APPLICATION INDEMNIFICATION AGREEMENT BY AND BETWEEN CITY OF LINDSAY AND

THIS INDEMNIFICATION AGREEMENT ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by and between the City of Lindsay ("City") and \_\_\_\_\_ ("Applicant").

### RECITALS

**WHEREAS**, the Applicant has a legal and/or equitable interest in the certain real property located  
at ~~Assessor Parcel~~ Assessor Parcel Number(s): \_\_\_\_\_  
("Property"); and

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**WHEREAS**, the Applicant has submitted an application to the City for a cannabis business on the  
Property, pursuant to Chapter 5.28 of the City of Lindsay Municipal Code, hereafter referred to as the  
"Project."

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### TERMS

**NOW, THEREFORE**, pursuant to Chapter 5.28 of the City of Lindsay Municipal Code, and in consideration of  
the premises, covenants and provisions set forth herein, the receipt and adequacy of which are hereby  
acknowledged, the parties agree as follows:

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1. Nothing in this Agreement shall be construed to limit, direct, impede or influence the City's review and consideration of the Project.
2. Applicant shall defend, indemnify, save and hold harmless the City of Lindsay, its elected and appointed officials, officers, employees, agents and volunteers from any and all claims, actions, proceedings or liability of any nature whatsoever (including, but not limited to: any approvals issued in connection with any of the above described application(s) by City; any action taken to provide related environmental clearance under the California Environmental Quality Act ("CEQA") by City's advisory agencies, boards or commissions, appeals boards, or commissions, Planning Commission, or City Council; and attorneys' fees and costs awards) arising out of, or in connection with the City's review or approval of the Project or arising out of or in connection with the acts or omissions of the Applicant, its agents, employees or contractors.

With respect to review or approval, this obligation shall also extend to any effort to attack, set aside, void, or annul the approval of the Project, including any contention the Project or its approval is defective because a City ordinance, resolution, policy, standard or plan is not in compliance with local, state or federal law. With respect to acts or omissions of the Applicant, its agents, employees or contractors, its obligation, hereunder shall apply regardless of whether the City prepared, supplied or approved plans, specifications or both.

3. The obligations of the Owner and Applicant under this Indemnification shall apply regardless of whether any permits or entitlements are issued.
4. The City will promptly notify Owner and Applicant of any such claim, action, or proceeding that is or may be subject to this Indemnification and will cooperate fully in the defense. The City may, within its unlimited discretion, participate in the defense of any such claim, action, or proceeding if the City defends the claim, action, or proceeding in good faith.
5. The City Council shall have the absolute right to approve any and all counsel employed to defend the City. To the extent the City uses any of its resources to respond to such claim, action or proceeding, or to assist the defense, the Applicant will reimburse the City upon demand. Such resources include, but are not limited to, staff time, court costs, City Council's time at its regular rate for non-City agencies, or any other direct or indirect cost associated with responding to, or assisting in defense of, the claim, action or proceedings.
6. For any breach of this obligation the City may rescind its approval of the Project.
7. The Applicant shall not be required to pay or perform any settlement unless the settlement is approved in writing by the Applicant, which approval shall not be unreasonably withheld. The City must approve any settlement affecting the rights and obligations of the City.
8. The parties agree that this Agreement shall constitute a separate agreement from any Project approval, and that if the Project, in part or in whole, is invalidated, rendered null or set aside by a court of competent jurisdiction, the parties agree to be bound by the terms of this Agreement, which shall survive such invalidation, nullification or setting aside.
9. This Agreement shall be construed and enforced in accordance with the laws of the State of California.
10. The Applicant shall pay all court ordered costs and attorney fees.
11. The defense and indemnification of City set forth herein shall remain in full force and effect throughout all stages of litigation including appeals of any lower court judgments rendered in the proceeding.

After review and consideration of the foregoing terms and conditions, Applicant, but its signature below, hereby agrees to be bound by and to fully and timely comply with all of the foregoing terms and conditions.

Dated: \_\_\_\_\_

Applicant(s):

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

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Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature



## Commercial Cannabis Permit Application Acknowledgement Form

- ☐ I/we have read, fully understand and agree to operate within the regulations identified in The City of Lindsay's Ordinance's and all other applicable state laws and regulations as it relates to commercial cannabis operations and further understand that my permit(s) may be revoked for not operating in compliance with said regulations.
- ☐ I/we understand the City reserves the right to reduce the size of area allowed for cultivation under any clearance or license issued, in the event that environmental conditions, such as a sustained drought or low flows in the watershed will not support diversions for irrigation.
- ☐ I/we understand that it is our responsibility as the applicant to obtain will serve letters from all utility companies that will be serving my development. I/we understand that we will bear the sole cost of any upgrades, transmission improvements needed to serve my development as required by the utility companies.
- ☐ I/we agree that all structures utilized for Commercial Cannabis Businesses will be planned and built in accordance with applicable Building Codes and to the satisfaction of the City.
- ☐ I/we understand that the information I provide with my application may be released as required by law, judicial order, or subpoena, and could be used in a criminal prosecution.
- ☐ I/we agree to defend, indemnify, and hold harmless the City from any defense costs, including attorneys' fees or other loss connected with any legal challenge brought as a result of the City's review and/or approval of this license issuance. I/we agree to execute a formal agreement to this effect on a form provided by the City and available for my inspection.
- ☐ I/we understand that the application fee is non-refundable even if I cancel my application or it is denied during the process.
- ☐ I/we acknowledge that without a complete application package my application may be delayed.
- ☐ I/we recognize that the City Services Department and Public Safety Director reserves the right to request additional information if necessary to complete review or processing of the application and confirm or promote conformance to ordinance-specific requirements and standards.
- ☐ I/we authorize the City, its agents, and employees to seek verification of the information contained within the application including a background check of the applicant and all employees and independent contractors.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Property Owner Affidavit**

I, \_\_\_\_\_, authorize the Commercial Cannabis activity entitled \_\_\_\_\_ to use/purchase this property as a Commercial Cannabis facility, as those terms are defined in the Lindsay City Municipal Code, should this facility obtain the appropriate permit. I further understand that I am responsible for, and also subject to, enforcement actions regarding any violations and/or nuisance activity which may occur at this property if leasing the property to the applicant.

Legal Property Owner: \_\_\_\_\_ Date: \_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature) Title: \_\_\_\_\_

Legal Building Owner: \_\_\_\_\_ Date: \_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature) Title: \_\_\_\_\_

**ATTACH:**

Proof of possession of the premises and approval of use (deed, lease, lease agreement, agreement showing willingness to sell property if applicant obtains permit)

\_\_\_\_\_  
Notary Use Only:

State of California  
County of Tulare

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me a notary public, the undersigned Officer, personally appeared to me, \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purpose therein contained.

I witness hereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

**Building Owner Affidavit**

I, \_\_\_\_\_, authorize the Commercial Cannabis Dispensary entitled \_\_\_\_\_ to use/purchase this property as a Commercial Cannabis dispensary, as those terms are defined in the City of Lindsay Municipal Code, should this dispensary obtain a Permit. I further understand that I am responsible for, and also subject to, enforcement actions regarding any violations and/or nuisance activity which may occur at this property if leasing the property to the applicant.

**Property Manager Affidavit (if applicable)**

I, \_\_\_\_\_, authorize the Commercial Cannabis Dispensary entitled \_\_\_\_\_ to use this property as a Commercial Cannabis dispensary, as those terms are defined in the City of Lindsay Municipal Code, should this dispensary obtain a Permit. I further understand that I am responsible for, and subject to, enforcement actions regarding any violations and/or nuisance activity which may occur at this property.



**Background Investigation Packet – Business Owners  
(Must be completed by each owner)**

Under penalty of perjury, I acknowledge that I have personal knowledge of the information stated in this application. I hereby certify that all of the answers provided and statements made in this questionnaire are true and complete. I understand any misstatements of material fact, omissions, incomplete answers, or inaccurate responses will subject me to disqualification or dismissal.

**Owner Name:** \_\_\_\_\_

**Home or Cell Phone:** \_\_\_\_\_

**Home Address:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_

**Tax ID Number:** \_\_\_\_\_

**Height:** \_\_\_\_\_

**Weight:** \_\_\_\_\_

**Hair Color:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

**Items to be completed as part of the Packet at the Lindsay Public Safety Department:**

Live Scan (attached)

Photograph (Lindsay Public Safety Department)

Fingerprinting (Lindsay Public Safety Department)

Copy of Driver's License, DMV issued ID Card or Passport

Proof of address (DMV-issued ID/driver's license, and/or recent utility bill under Owner's name)

Staff use only: Pass background check

☐

**Add more pages as necessary to accommodate responses.**

1. Indicate whether, the owner has been convicted of any of the violent felonies listed below as specified in subdivision (c) of Section 667.5 of the Penal Code or a serious felony as specified in subdivision (c) of Section 1192.7 of the Penal Code including:

**Section 667.5**

- ☐ Murder or voluntary manslaughter.
- ☐ Mayhem.
- ☐ Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- ☐ Sodomy as defined in subdivision (c) or (d) of Section 286.
- ☐ Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- ☐ Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- ☐ Any felony punishable by death or imprisonment in the state prison for life.
- ☐ Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- ☐ Any robbery.
- ☐ Arson, in violation of subdivision (a) or (b) of Section 451.
- ☐ Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- ☐ Attempted murder.
- ☐ A violation of Section 18745, 18750, or 18755.
- ☐ Kidnapping.
- ☐ Assault with the intent to commit a specified felony, in violation of Section 220.
- ☐ Continuous sexual abuse of a child, in violation of Section 288.5.
- ☐ Carjacking, as defined in subdivision (a) of Section 215.
- ☐ Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- ☐ Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22.
- ☐ Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22.
- ☐ Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- ☐ Any violation of Section 12022.53.
- ☐ A violation of subdivision (b) or (c) of Section 11418. The Legislature finds and declares that these specified crimes merit special consideration when imposing a sentence to display society's condemnation for these extraordinary crimes of violence against the person.

#### **Section 1192.7**

- ☐ Murder or voluntary manslaughter
- ☐ Mayhem
- ☐ Rape
- ☐ Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person
- ☐ Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person;
- ☐ Lewd or lascivious act on a child under 14 years of age;
- ☐ Any felony punishable by death or imprisonment in the state prison for life;
- ☐ Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm;
- ☐ Attempted murder;
- ☐ Assault with intent to commit rape or robbery;
- ☐ Assault with a deadly weapon or instrument on a peace officer;
- ☐ Assault by a life prisoner on a non-inmate;
- ☐ Assault with a deadly weapon by an inmate;
- ☐ Arson;
- ☐ Exploding a destructive device or any explosive with intent to injure;
- ☐ exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem;
- ☐ Exploding a destructive device or any explosive with intent to murder;
- ☐ Any burglary of the first degree;
- ☐ Robbery or bank robbery;
- ☐ Kidnapping;
- ☐ Holding of a hostage by a person confined in a state prison;
- ☐ Attempt to commit a felony punishable by death or imprisonment in the state prison for life;
- ☐ Any felony in which the defendant personally used a dangerous or deadly weapon;
- ☐ Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code;
- ☐ Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person;
- ☐ Grand theft involving a firearm;
- ☐ Carjacking;
- ☐ Any felony offense, which would also constitute a felony violation of Section 186.22;
- ☐ Assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220;
- ☐ Throwing acid or flammable substances, in violation of Section 244;
- ☐ Assault with a deadly weapon, firearm, machinegun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245;
- ☐ Assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Section 245.2, 245.3, or 245.5;
- ☐ Discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246;

- ☐ Commission of rape or sexual penetration in concert with another person, in violation of Section 264.1;
- ☐ Continuous sexual abuse of a child, in violation of Section 288.5;
- ☐ Shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100;
- ☐ Intimidation of victims or witnesses, in violation of Section 136.1;
- ☐ Criminal threats, in violation of Section 422;
- ☐ Any attempt to commit a crime listed in this subdivision other than an assault;
- ☐ Any violation of Section 12022.53;
- ☐ A violation of subdivision (b) or (c) of Section 11418; and any conspiracy to commit an offense described in this subdivision. If yes, explain.\*

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2. Does the owner have a conviction for hiring, employing, or using a minor in transporting, carrying, selling, giving away, preparing for sale, or peddling, any controlled substance to a minor; or selling, offering to sell, furnishing, offering to furnish, administering, or giving any controlled substance to a minor? If yes, explain.

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3. Does the owner have a felony conviction involving fraud, deceit, or embezzlement? If yes, explain.

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4. Does the applicant have a felony conviction for drug trafficking with enhancements pursuant to Section 11370.4 or 11379.8 of the Health and Safety Code? If yes, explain.

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5. Does the applicant, or any of its officers, directors, or owners, has been subject to fines, penalties, or otherwise been sanctioned for cultivation or production of a controlled substance on public or private lands pursuant to Section 12025 or 12025.1 of the Fish and Game Code?

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6. Does the applicant, or any of its officers, directors, or owners, has been sanctioned by a licensing authority or a city, county, or city and county for unauthorized commercial cannabis activities, has had a license suspended or revoked under this division in the three years immediately preceding the date the application is filed with the licensing authority? If yes, explain.

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7. Failure to obtain and maintain a valid seller's permit required pursuant to Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code. If yes, explain.

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8. Are you a member or have you been associated with any criminal street gang? If yes, explain.

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9. Is there anything else, you feel the background investigator should know about you or your experiences?

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10. List 5 references that the City may contact.

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Phone: \_\_\_\_\_



**Background Investigation Packet – Employee  
(Must be completed by each employee)**

Under penalty of perjury, I acknowledge that I have personal knowledge of the information stated in this application. I hereby certify that all of the answers provided and statements made in this questionnaire are true and complete. I understand any misstatements of material fact, omissions, incomplete answers, or inaccurate responses will subject me to disqualification or dismissal.

**Employee Name:** \_\_\_\_\_

**Home or Cell Phone:** \_\_\_\_\_

**Home Address:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_

**Height:** \_\_\_\_\_

**Weight:** \_\_\_\_\_

**Hair Color:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

**Items to be completed as part of the Packet at the Lindsay Public Safety Department:**

Live Scan (attached)

Photograph (Lindsay Public Safety Department)

Fingerprinting (Lindsay Public Safety Department)

Copy of Driver's License, DMV issued ID Card or Passport

Proof of address (DMV-issued ID/driver's license, and/or recent utility bill under Employee's name)

Staff use only: Pass background check

☐



## REQUEST FOR LIVE SCAN SERVICE

### Applicant Submission

CA0540400 NON-SWORN LEA PERSONNEL  
ORI (Code assigned by DOJ) Authorized Applicant Type

Type of License/Certification/Permit OR Working Title (Maximum 30 characters - if assigned by DOJ, use exact title assigned)

### Contributing Agency Information:

LINDSAY POLICE DEPARTMENT 05890  
Agency Authorized to Receive Criminal Record Information Mail Code (five-digit code assigned by DOJ)  
185 N. GALE HILL AVE. MARI CARRILLO  
Street Address or P.O. Box Contact Name (mandatory for all school submissions)  
LINDSAY CA 93247 (559) 562-7120  
City State ZIP Code Contact Telephone Number

### Applicant Information:

Last Name First Name Middle Initial Suffix  
Other Name First Suffix  
(AKA or Alias) Last  
Date of Birth Sex ☐ Male ☐ Female Driver's License Number  
Height Weight Eye Color Hair Color Billing  
Number 143059  
(Agency Billing Number)  
Place of Birth (State or Country) Social Security Number Misc.  
Number  
(Other Identification Number)  
Home Address Street Address or P.O. Box City State ZIP Code

Your Number: OCA Number (Agency Identifying Number) Level of Service: ☒ DOJ ☒ FBI  
(If the Level of Service indicates FBI, the fingerprints will be used to check the criminal history record information of the FBI)

If re-submission, list original ATI number:  
(Must provide proof of rejection) Original ATI Number

### Employer (Additional response for agencies specified by statute):

Employer Name Mail Code (five digit code assigned by DOJ)  
Street Address or P.O. Box  
City State ZIP Code Telephone Number (optional)

### Live Scan Transaction Completed By:

Name of Operator Date  
Transmitting Agency LSID ATI Number Amount Collected/Billed



## REQUEST FOR LIVE SCAN SERVICE

### Privacy Notice

As Required by Civil Code § 1798.17

**Collection and Use of Personal Information.** The California Justice Information Services (CJIS) Division in the Department of Justice (DOJ) collects the information requested on this form as authorized by Business and Professions Code sections 4600-4621, 7574-7574.16, 26050-26059, 11340-11346, and 22440-22449; Penal Code sections 11100-11112, and 11077.1; Health and Safety Code sections 1522, 1416.20-1416.50, 1569.10-1569.24, 1596.80-1596.879, 1725-1742, and 18050-18055; Family Code sections 8700-87200, 8800-8823, and 8900-8925; Financial Code sections 1300-1301, 22100-22112, 17200-17215, and 28122-28124; Education Code sections 44330-44355; Welfare and Institutions Code sections 9710-9719.5, 14043-14045, 4684-4689.8, and 16500-16523.1; and other various state statutes and regulations. The CJIS Division uses this information to process requests of authorized entities that want to obtain information as to the existence and content of a record of state or federal convictions to help determine suitability for employment, or volunteer work with children, elderly, or disabled; or for adoption or purposes of a license, certification, or permit. In addition, any personal information collected by state agencies is subject to the limitations in the Information Practices Act and state policy. The DOJ's general privacy policy is available at <http://oag.ca.gov/privacy-policy>.

**Providing Personal Information.** All the personal information requested in the form must be provided. Failure to provide all the necessary information will result in delays and/or the rejection of your request.

**Access to Your Information.** You may review the records maintained by the CJIS Division in the DOJ that contain your personal information, as permitted by the Information Practices Act. See below for contact information.

**Possible Disclosure of Personal Information.** In order to process applications pertaining to Live Scan service to help determine the suitability of a person applying for a license, employment, or a volunteer position working with children, the elderly, or the disabled, we may need to share the information you give us with authorized applicant agencies.

The information you provide may also be disclosed in the following circumstances:

- With other persons or agencies where necessary to perform their legal duties, and their use of your information is compatible and complies with state law, such as for investigations or for licensing, certification, or regulatory purposes;
- To another government agency as required by state or federal law.

**Contact Information.** For questions about this notice or access to your records, you may contact the Associate Governmental Program Analyst at the DOJ's Keeper of Records at (916) 210-3310, by email at [keeperofrecords@doj.ca.gov](mailto:keeperofrecords@doj.ca.gov), or by mail at:

Department of Justice  
Bureau of Criminal Information & Analysis  
Keeper of Records  
P.O. Box 903417  
Sacramento, CA 94203-4170



## RESOLUTION OF THE CITY OF LINDSAY

NUMBER 19-27

TITLE **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY ESTABLISHING THE TAX RATE AND FEES FOR CANNABIS CULTIVATION AND OTHER CANNABIS BUSINESSES.**

MEETING At a regularly scheduled meeting of the City of Lindsay City Council held on May 28, 2019 at 6:00PM at 251 E. Honolulu Street, Lindsay, CA.

**WHEREAS**, on November 8, 2016, the voters of California adopted Proposition 64 which legalized the use of cannabis for adult use and established maximum cultivation allowance of six (6) plants for personal use. The "Control, Regulate and Tax Adult Use of Marijuana Act," approved by the State's voters, allows for local control of adult use cannabis land uses, and reasonable regulation of personal cultivation of up to six (6) plants within a residence; and

**WHEREAS**, the City Council of the City of Lindsay approved Ordinance 571, an ordinance repealing Chapter 8.06 of the Lindsay Municipal Code and adding Chapter 5.28 allowing non-retail related cannabis businesses and establishing permitting procedures and regulations on February 26, 2019; and

**WHEREAS**, the City Council of the City of Lindsay approved Ordinance 573, an ordinance allowing for the retail sales, delivery and distribution of cannabis on May 14, 2019; and

**WHEREAS**, the City Council of the City of Lindsay approved Ordinance 567, an ordinance establishing a maximum tax rate of \$25 per square foot of commercial cannabis business area or 10% of annual gross receipts per fiscal year, whichever is greater, on July 10, 2018; and

**WHEREAS**, Ordinance 567 allows the City Council by resolution, in its discretion, to implement a tax rate lower than the maximum rates set for commercial cannabis businesses. The City Council also may, by resolution, increase any such tax rate from time to time, not to exceed the maximum rate established by Ordinance 567; and

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Lindsay does hereby resolve, determine, and order the following tax rates for cannabis business activity:

Cannabis Business	Tax Rate
Retail	5% of gross receipts
Cultivation	\$6 per square foot
Manufacturing	4% of gross receipts
Distributor	4% of gross receipts
Distributor Transport	0% of gross receipts
Testing	0% of gross receipts
Nursery	\$2 per square foot

**BE IT FURTHER RESOLVED**, that the City of Lindsay does hereby resolve, determine, and order following fees for cannabis business activity applications:



## RESOLUTION OF THE CITY OF LINDSAY

<b>Cannabis Business Application Fee</b>	<b>Fee</b>
Retail Pre-Application Fee	\$250 each
Retail Phase 1 Application fee	\$500 annually
Retail Phase 2 Application fee	\$2,500 annually
Retail Phase 3 Application fee	\$800 annually
Manufacturing, Testing, Distribution, or Cultivation Application Fee	\$2,400 annually
Employee Permit	\$300 each
Annual Fire Permit	\$500 annually
<b>Cannabis Business Regulatory Fee</b>	<b>Fee</b>
Retail Regulatory Fee	\$10,000 annually
Manufacturing Regulatory Fee	\$20,000 annually
Testing Laboratory Regulatory Fee	\$4,500 annually
Distribution Regulatory Fee	\$4,500 annually
Cultivation (up to 5,000 sq. ft.) Regulatory Fee	\$10,000 annually
Cultivation (up to 10,000 sq. ft.) Regulatory Fee	\$12,500 annually
Cultivation (up to 22,000 sq. ft.) Regulatory Fee	\$15,500 annually
License Combination of 2	10% regulatory fee reduction
License Combination of 3 or more	15% regulatory fee reduction

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

MEETING DATE	May 28, 2019
MOTION	FLORES
2 <sup>nd</sup> MOTION	WATSON
AYES	FLORES WATSON CORTES
ABSENT	SANCHEZ KIMBALL
ABSTAIN	NONE
NAYS	NONE



## RESOLUTION OF THE CITY OF LINDSAY

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

  
City Clerk

  
Mayor

# City of Lindsay

## Cannabis Management Services

August 28, 2020

**HdL**  Companies

### **SUBMITTED BY**

HdL Companies  
120 S. State College Blvd., Ste 200  
Brea, CA 92821  
[hdlcompanies.com](http://hdlcompanies.com)

### **CONTACT**

David McPherson  
T: 714.879.5000  
E: [dmcpherson@hdlcompanies.com](mailto:dmcpherson@hdlcompanies.com)

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## I. LETTER OF TRANSMITTAL

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August 28, 2020

Joe Tanner  
City Manager  
City of Lindsay  
251 E. Honolulu St.  
Lindsay, CA 93247

**Re: Proposal for Cannabis Management Services**

Dear Mr. Tanner,

Thank you for the opportunity to submit this proposal for cannabis management services for the City of Lindsay. The enclosed scope of services is designed to assist the City by providing merit-based reviews and interviews of cannabis business applications along with additional subject matter expertise as needed.

HdL was incorporated in 1983 and has over 30 years of experience providing revenue enhancement and consulting services to local governments in California. HdL is a consortium of three companies established to maximize local government revenues by providing audit, compliance, economic development, consulting services and software products. Its audit and consulting services include sales, use and transaction taxes, property taxes, transient occupancy taxes, and a Cannabis Management Program. HdL's systematic and coordinated approach to revenue management and economic data analysis is currently being utilized by over 500 agencies in six states. The firm currently serves 49 counties, 311 cities and 132 transactions tax districts in California.

Our knowledgeable team of professionals have more than 46 years' combined experience in the establishment and implementation of cannabis regulatory programs including establishing land-use regulations, registration processes, operation regulations for cannabis facilities, staffing plans, cost recovery, structuring cannabis business taxes and conducting compliance and financial audits.

We look forward to the opportunity to partner with the City of Lindsay in developing a strategy which meets your program needs. If you have any questions or require additional information, please feel free to contact me by email at [anickerson@hdlcompanies.com](mailto:anickerson@hdlcompanies.com) or David McPherson at [dmcpherson@hdlcompanies.com](mailto:dmcpherson@hdlcompanies.com) or by phone at 714.879.5000.

Sincerely,



Andy Nickerson  
President, HdL Companies

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## II. PROPOSED SCOPE OF SERVICES

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The City of Lindsay has permitted one cannabis retailer and is in the process of considering an RFP to allow for one more. To assist with this process, the City has requested that HdL provide a proposal to conduct merit-based application reviews and interviews of commercial cannabis business applications and to provide additional technical assistance and subject matter expertise as needed.

This proposal provides a flat, fixed unit cost for the application reviews and accompanying interviews, which would be directly recoverable from each cannabis business applicant through application fees. Any additional hours for conference calls, technical assistance or subject matter expertise would only be utilized on an as-needed basis at the specific written request of the City.

The enclosed Scope of Services to be provided by HdL includes all of the following:

- Kick-off conference call meeting with City staff;
- Provide merit-based review, scoring and ranking of cannabis business applications;
- Provide assistance with interviews of cannabis business applicants.
- Provide City staff with additional technical assistance and subject matter expertise to be used as needed or desired by the City;

### **Objective 1: Application Reviews, Merit-Based Ranking and Interviews**

HdL staff will conduct an initial screening of all applications for completeness based upon an objective checklist of required documentation. This initial screening shall allow for some limited discretion in determining whether submitted documents are substantively complete but shall not otherwise consider the quality of the submissions. Applications deemed incomplete will be disqualified and those applicants will not be allowed to submit any supplemental information.

Applications which have been deemed complete will move forward for a full review, including scoring and merit-based ranking. Applicants must provide detailed information on how they plan to meet the required criteria. An applicant's point score shall be based on their demonstrated ability to meet or exceed minimum requirements in each category.

Reviews shall include narrative comments that identify both strengths and weaknesses of each application as well as any deficiencies or areas of concern. Reviews shall be adequately detailed to inform the subsequent interview process but shall not contain any recommendations for approval or denial, other than a numerical score.

Proposed actions described in the applications shall be considered binding conditions of any resulting permit. Failure to meet or comply with any such requirements after a permit has been granted may subject the applicant to penalties and/or revocation proceedings.

HdL will design and conduct an interview panel for all applicants that receive passing scores. The interview panel shall consist of designated City staff, assisted by a subject-matter expert

from HdL serving as facilitator. Interviews shall be one hour long, with a half hour between to allow for reaction, discussion and note taking by the panel. Interviews shall be scheduled for successive days, where possible, with 5 interviews per day.

**Objective 2: Provide Subject Matter Expertise & Technical Assistance**

HdL shall provide up to 10 hours of general consulting in the form of subject matter expertise or technical assistance, to be utilized on an as-needed basis at the City's request. Such assistance may include monitoring of changes to State laws and regulations, participation in conference calls, remote meeting attendance, responding to staff inquiries via phone and email, reviewing staff reports to the City Council, assisting with responses to inquiries from the public, or other issues yet to be determined as requested by the City.

HdL shall only bill for hours actually used, and only for services or assistance specifically requested and authorized in writing by the City.

### III. COST

The costs for application reviews under Objective 1 would be directly recoverable from each applicant through the permit application fees. There would be no direct cost to the City and minimal use of City staff time, other than for participation in interviews.

Hours for general consulting under Objective 2 would only be utilized at the specific written request of the City. HdL shall not provide or bill for any such additional hours or services without the express, written permission of the City in advance.

This proposal does not include any additional services that are not specifically enumerated herein. The proposal assumes HdL will not be asked to review any supplemental information provided by applicants, and that HdL will not be a part of any appeal process. Any such additional reports or documentation that may be requested by the City would be in addition to the costs shown in the table below and shall be billed at HdL's hourly rate.

Scope of Service Objectives	Estimated Cost
<b>Objective 1: Application Reviews, Ranking and Interviews</b> Application reviews: Applicant interviews:	\$2,500 /application \$500 /applicant
<b>Objective 2: Subject Matter Expertise &amp; Technical Assistance</b> Up to 10 hours to be used as needed by the City	Up to \$2,500
<b>TOTAL COST PER APPLICANT (Objective 2)</b>	<b>\$3,000</b>
All costs under Objective 1 would be directly recoverable from each applicant through the permit application fees. Any costs incurred for hours under Objective 2 may be recoverable through permit renewal fees.	

#### Prices Valid for 90 Days

Prices offered here are valid for 90 days from the date of this proposal to allow time for consideration and negotiating a service agreement. Once under contract, prices shall be honored for the initial term of that contract, up to a maximum of 5 years.

#### Conflicts of Interest and Non-Disclosure

HdL Companies works solely with public agencies and has no private-sector clients in the cannabis industry. All cannabis business applications will be kept confidential by HdL and will not be shared internally beyond those HdL employees who are required to have access for purposes of conducting reviews or interviews, or for administrative purposes as necessary.

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#### IV. OPTIONAL SERVICES

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##### Hourly Rates for HdL Staff

The prices in this proposal are based on the hourly rates for HdL staff as shown in the chart below. Any additional services requested by the client that are not specifically described in this proposal would be billed at the standard rate for the assigned staff person.

HdL Staff	Title	Hourly Rate
David McPherson	Compliance Director	\$250
Matt Eaton	Deputy Compliance Director	\$250
Tim Cromartie	Senior Policy Advisor	\$250
Mark Lovelace	Senior Policy Advisor	\$250
Christina Altringer	Audit Manager	\$250
Kami Miller	Senior Compliance Inspector	\$195
Elizabeth Eumurian	Senior Auditor	\$195
Alfredo Marquez	Senior Auditor	\$195
Michelle Shaw	Compliance Inspector	\$195
Odette Mikhail	Auditor	\$195
All rates current as of August 28, 2020		

*Note: These optional services are described here only for the City's consideration and are not a part of this proposal. HdL shall not provide or bill for any such additional hours or services without the express, written permission of the City in advance.*

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## V. EXPERIENCE AND RESOURCES

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### **Company Profile**

Founded in 1983, HdL is a consortium of three companies established to maximize local government revenues by providing audit, compliance, economic development, consulting services and software products. Its audit and consulting services include sales, use and transaction taxes, property taxes, transient occupancy taxes, and a Cannabis Management Program. The firm also provides a variety of enterprise software processing tools for business licensing, code enforcement, animal control, building permits and tracking/billing of false alarms. HdL's systematic and coordinated approach to revenue management and economic data analysis is currently being utilized by over 500 agencies in six states. The firm currently serves 49 counties, 311 cities and 132 transactions tax districts in California.

HdL's key staff has extensive experience serving local government and many have previously held positions in city management, finance, planning, economic development or revenue collection. HdL is a Corporate Partner of the League of California Cities and California State Association of Counties and works extensively with the County Auditor's Association of California, California Society of Municipal Finance Officers (CSMFO) and California Municipal Revenue and Tax Association (CMRTA) on anticipation and planning of programs to strengthen local government revenues.

This close understanding of local government needs coupled with extensive databases and advanced methodology provides for the most relevant, productive and responsive revenue recovery; forecasting; and economic services available.

Our team of professionals has over 46 years of direct experience establishing and implementing cannabis regulatory and taxation programs, including establishing land-use regulations, permit processes, staffing plans, and cost recovery fees; structuring cannabis business tax fees; regulatory compliance; financial audits; and law enforcement training. Our team has conducted over 16,000 cannabis compliance inspections and investigations in California, Colorado, and Nevada.

### **Key Personnel**

#### **David McPherson, Compliance Director**

David McPherson works with local agencies to prepare them to mitigate regulatory issues surrounding Proposition 64 and SB 94. Prior to joining HdL, David served 28 years in local government for the County of Orange and the cities of Newport Beach, San Jose and Oakland. David's experience as a law enforcement officer, compliance auditor, and tax administrator has provided him a wealth of experience that makes him uniquely qualified to manage HdL's Cannabis Management Program. While working for the City of Oakland, he became the first Tax Administrator in the country to successfully tax, regulate and audit medical marijuana businesses. David has over 9 years of experience working with cannabis regulatory programs.

David is one of the state's most recognized experts in cannabis regulatory policies, compliance implementation and tax policies. His unique knowledge in horticulture, processing and dispensary operations while working for the City of Oakland has made him one of the pioneers in creating a Cannabis Management Program. He uses his experience to assist local and state agencies in developing cannabis policies for regulation, compliance, auditing and economic development. He worked closely with the League of Cities on the development of the Medical Cannabis Regulation and Safety Act (MCRSA) and helped shape SB 94, the Medicinal Adult-Use Cannabis Regulation and Safety Act (MAUCRSA).

David provides technical support on cannabis-related matters to the League of Cities, the Police Chief's Association, Rural County Representatives of California and the California State Association of Counties. In addition, David is working collaboratively with the Department of Consumers Affairs, Department of Food & Agriculture, Department of Health Services and the State Board of Equalization on the implementation of best practices for regulating the cannabis industry for local agencies.

David received his Bachelor's Degree in History from California State University, Fullerton and his Master's Degree in Public Administration from California State University, Long Beach. While at Long Beach, he was named "Future Urban Administrator of the Year".

### **Matt Eaton, Deputy Compliance Director**

Matt Eaton is the Compliance Deputy Director at HdL and plays a critical role in implementing the Cannabis Compliance Program for local agencies. Prior to joining the firm, he was a progressive law enforcement professional with 29 years' experience conducting criminal/regulatory investigations, and corporate/individual background investigations.

While working as a Supervisory Investigator at the Colorado Department of Revenue in the Marijuana Enforcement Division (MED), Matt managed criminal investigators and civilian staff in the Denver Metro and Longmont field offices. During his six-year tenure at the MED, he conducted approximately 10,000 criminal investigations and compliance reviews which included regulatory and financial investigations. In addition, he is a subject matter expert on track and trace systems. He understands the complexity of reviewing data to ensure businesses are in compliance with state and local regulations. Matt was responsible for planning, developing and implementing report and field inspection protocols for the agency. He also played an instrumental role in recommending changes to current regulations and identifying essential language for new legislation in Colorado. Matt is well known for his ability to maintain working relationships with cannabis industry leaders and external stakeholders in resolving issues.

Matt received his Bachelor of Science Degree from Biola University and currently maintains a Colorado Post Certificate. He has also served as an adjunct instructor teaching law enforcement principle related to criminology, correctional processes, procedural law, interviews, interrogations and criminal evidence at AIMS Community College in Greeley, Colorado.

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### **Tim Cromartie, Senior Policy Advisor**

Tim Cromartie is a Senior Policy Advisor at HdL, in which his primary role is providing policy expertise related to cannabis regulatory and tax policies at the state and local level. Prior to joining HdL, Tim served as the legislative representative covering public safety issues for the League of California Cities since 2013, with a heavy emphasis on shaping legislation governing state and local regulation of marijuana. He has been actively involved in educating cities on changes in the law resulting from the Medical Cannabis Regulation and Safety Act, as well as Proposition 64, the Adult Use of Marijuana Act. When these two Acts were merged into a single regulatory structure in 2017, Tim successfully advocated for clarification of local government's regulatory and enforcement authority in the cannabis context, and for related environmental safeguards in cultivation operations, protections against over-concentration of businesses, regulation of testing labs, and the inclusion of fire safety standards and a definition of volatile solvents in state law governing cannabis manufacturing operations. Since then he has been engaged in educating local governments on the more recent Medical and Adult Use Cannabis Regulation and Safety Act (MAUCRSA), as well as advocating for a reduction in the cumulative state tax rate for cannabis, improvements in the state's track-and-trace program, and the restoration of a statewide cultivation cap.

Prior to the League, he held a variety of positions in the Legislature and state government, including legislative representative for CalPERS Governmental Affairs, legislative director and public safety consultant to former state Senator Gloria Romero, and field representative for Congresswoman Barbara Lee during her term in the state Senate. Mr. Cromartie holds degrees from the University of California at Berkeley (B.A. Political Science) and UC Hastings College of the Law. Tim is an ardent aviation buff and a member of the California Aerospace Museum at the site of the former McClellan Air Force Base in Sacramento.

### **Christina Altringer, Audit Manager**

Christina Altringer is the Audit Manager at HdL. Her primary role is to oversee the audit staff, conduct forensic audits, review staffs reports, and be the point person to work directly with client cities and counties as it pertains to financial audits. In addition, she is responsible for managing and developing the data intelligence CATS™ program. Furthermore, in preparation of conducting forensic audits she also prepares Tax Analytical Remittance Report (TARR) summaries to evaluate under reporting or anomalies in the remittance of tax payments to local jurisdictions.

Kristina previously worked as a Forensic Accountant for the Federal Bureau of Investigation (FBI). In this role, she investigated alleged violations of federal and state laws for bribery and kickbacks, corruption, money laundering, white collar and health care fraud as well as drug trafficking. She also conducted blockchain analysis for virtual currency transactions. Prior to working with the FBI she worked at a Public Accounting firm as a Certified Public Accountant.

She earned her Bachelor of Science degree in Accounting from Minnesota State. Christina is also a Certified Public Accountant and a Certified Fraud Examiner.

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### **Mark Lovelace, Senior Policy Advisor**

Mark Lovelace has 16 years of broad experience in public policy, community engagement and advocacy and is recognized as a leader in advancing the statewide discussion of medical and recreational cannabis as a policy issue in California.

Mark served on the Humboldt County Board of Supervisors from 2009 through 2016 where he was instrumental in developing a comprehensive approach to regulating cannabis, including a voter-approved tax on commercial cultivation and an innovative track and trace pilot program. Mark established and co-chaired the Medical Marijuana Working Group for the California State Association of Counties (CSAC) and helped draft CSAC's legislative platform for cannabis issues. Mark pioneered the first-ever six-County regional summit on cannabis issues in 2015 which resulted in the North Coast Counties Marijuana Policy Statement. His work and input were pivotal in guiding the development of SB 643 and AB 243, two components of the Medical Cannabis Regulation and Safety Act (MCRSA).

Mark has worked extensively with public agencies and statewide associations on cannabis issues, including CSAC, Rural County Representatives of California, the Association of California Water Agencies, the North Coast Resource Partnership, California Department of Fish and Wildlife, the State Water Board, the North Coast Regional Water Board, the Bureau of Cannabis Control, state legislators, the Department of Justice, members of Congress and others. He has led numerous presentations, workshops and panel discussions on cannabis issues and has been a sought-after speaker on the topic for government agencies, community organizations and cannabis industry groups.

Mark received his Bachelor of Science degree in Industrial Design from California State University, San Jose. Prior to his time on the Board, he worked for many years as a respected advocate on land use, planning, development and environmental issues.

### **Kami Miller, Senior Compliance Inspector**

Kami Miller is a Senior Compliance Inspector at HdL whose primary role is to ensure cannabis compliance and identify the risk assessment in the supply chain process of each permitted business. Prior to joining the firm, she served three years as a Marijuana Compliance Manager for the Department of Public Behavior and Health (DPBH) for the State of Nevada. During this time Kami played a key role in Nevada's implementation of its Medical Marijuana Program in which she was responsible for statewide monitoring of medical marijuana facilities that included cultivation, production, testing labs and retail stores.

During her tenure at the DPBH, Kami managed compliance auditors and support staff in the Las Vegas office. She conducted approximately 1,000 compliance and financial inspections for which she developed the inspection protocols documentation to create comprehensive reports. In addition, her experience with various cannabis track and trace systems allowed her to develop industry supply chain practices for the Department of Taxation.

Kami received her Bachelor of Business Administration in E-Commerce and Supply Chain Management from Tennessee State University.

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### **Elizabeth Eumurian, Senior Auditor**

Elizabeth Eumurian is a Senior Auditor at HdL. Her primary role is to conduct financial audits, evaluate cannabis applications and conduct background checks. As part of the audit program, she will be conducting and preparing analytical information through the CATS™ program to prepare Tax Analytical Remittance Reports (TARR) summaries to evaluate under reporting or anomalies in the remittance of tax payments to local jurisdictions.

Elizabeth previously worked as a senior auditor in the entertainment industry. In this role, she executed testing procedures for targeted audit programs, analyzed findings and prepared audit and compliance reports. She also has experience working for a large financial institution analyzing data for reporting anomalies and performing internal audits. Elizabeth has recently done work for Blythe, California City, Coachella, Cotati, Desert Hot Springs, Long Beach, Mammoth Lakes, Moreno Valley, Perris, San Bernardino, and Vallejo.

She earned her Bachelor of Arts degree in History from California State University, Fullerton. She has also received a certificate in CannaBusiness from Oaksterdam University.

### **Michelle Shaw, Compliance Inspector**

Michelle is a Compliance Inspector at HdL and is tasked with conducting onsite inspections, examinations and other actions to monitor compliance with established standards for local licensed cannabis businesses. Prior to joining HdL, she was a Compliance Specialist Officer at a large, multinational bank where she managed, validated and oversaw the effectiveness and accuracy of numerous compliance issues within the consumer retail space. Throughout her eight years of experience at the bank, she performed onsite assessments of affiliate businesses to determine compliance/non-compliance of their processes and procedures pursuant to bank standards and state regulations.

A graduate of Cypress College, Michelle holds a Foundations of Banking Risk certificate from the Global Association of Risk Professionals and a paralegal certificate from the Southern California College of Business and Law.

### **Alfredo Marquez, Senior Auditor**

Alfredo Marquez is a Senior Auditor at HdL. His primary role is to conduct financial audits. Alfredo previously worked for Teledyne Technologies analyzing risk assessments for acquiring new businesses and various units in the organization. In this role he worked with people at various levels in the organization and successfully conducted financial, Sarbanes Oxley and compliance audits across North America, Latin America, Europe, and Asia. Alfredo has recently done work for Cotati, Cloverdale, Desert Hot Springs, Mammoth, Perris, and Vallejo. He earned his Bachelor's Degree in Accounting from the University of La Verne.

### **Odette Mikhail, Auditor**

Odette Mikhail is an Auditor at HdL. She conducts financial audits in accordance with state and local regulations, analyzes financial and point of sale systems for accuracy of reported

tax liabilities, and prepares reports summarizing the audit findings. Odette previously worked as a senior auditor at public accounting firms. In that role, she executed testing procedures for audit and review engagements, identified accounting issues, reviewed internal controls, and prepared financial reports and statements.

Odette earned her Bachelor of Science degree in Accounting and Business Administration from Ain Shams University in Cairo, Egypt. Odette is also a Certified Public Accountant.

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## VI. REFERENCES

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### **City of Hanford**

Darlene Mata  
Community Development Director  
Phone: 559.585.2580  
Email: [dmata@cityofhanfordca.com](mailto:dmata@cityofhanfordca.com)

### **City of Farmersville**

Jennifer Gomez  
City Manager  
Phone: 559.747.0458  
Email: [JGomez@Cityoffarmersville-ca.gov](mailto:JGomez@Cityoffarmersville-ca.gov)

### **City of Firebaugh**

Ben Gallegos  
City Manager  
Phone: 559.659.5905  
Email: [Bgallegos@ci.firebaugh.ca.us](mailto:Bgallegos@ci.firebaugh.ca.us)

### **City of Turlock**

Beth Morgan  
Municipal Service, Finance Division  
Phone: 209.668.6094  
Email: [bmorgan@turlock.ca.us](mailto:bmorgan@turlock.ca.us)

### **City of Fresno**

Jane Sumpter  
Assistant City Manager  
Phone: 559.621.7774  
Email: [Jane.Sumpter@fresno.gov](mailto:Jane.Sumpter@fresno.gov)