



# LINDSAY CITY COUNCIL REGULAR MEETING AGENDA

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

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

Persons with disabilities who may need assistance should contact the City Clerk prior to the meeting at (559) 562-7102 ext. 8034 or via email at [lindsaycityclerk@lindsay.ca.us](mailto:lindsaycityclerk@lindsay.ca.us).

**1. CALL TO ORDER**

**2. PLEDGE**

Led by Mayor CAUDILO.

**3. ROLL CALL**

**4. APPROVAL OF AGENDA**

**5. PUBLIC COMMENT**

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

**6. COUNCIL REPORT**

**7. CITY MANAGER REPOR**

**8. RECOGNITION ITEM(S)**

- 8.1 Proclamation in Honor of Lindsay High School Future Business Leaders of America (FBLA) (p. 4)

**9. CONSENT CALENDAR**

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

- 9.1 Minutes from January 23, 2024, Regular Meeting (pp. 5 – 9)

- 9.2 Warrant List for January 16, 2024 through February 04, 2024 (pp. 10 – 18)
- 9.3 Treasurer’s Report for January 2024 (pp. 19)
- 9.4 Consider the Approval of **Resolution No. 24-05**, A Resolution of the City Council of the City of Lindsay A Resolution of the City Council of the City of Lindsay Amending Authorized Signers for Bank Accounts Under EIN#94-6000357, CalPERS Retirement Plan, Deferred Compensation Plan, Local Agency Investment Fund, and Multi-Bank Securities Inc. Account (pp. 20 – 24)

**10. PRESENTATION ITEM(S)**

- 10.1 City of Lindsay Military Banner Program (pp. 25 – 26)  
*Presented by Chief Ryan Heinks, Acting Director of Public Safety*

**11. DISCUSSION ITEM(S)**

- 11.1 City Council Meetings Translation Services (pp. 27 – 33)  
*Requested by Mayor Pro Tem SERNA*  
*Presented by Armando da Silva, Acting City Manager*

**12. ACTION ITEM(S)**

- 12.1 Consider Approval of **Resolution No. 24-06**, A Resolution of the City Council of the City of Lindsay Approving Agreement “First Amended and Restated Lease Between the City of Lindsay, Assignee, Brower GSA Ranch, LLC, And Vita-Pakt Citrus Products Co., with Corresponding Sublease between the Parties for Farming Purposes” and Granting City Manager Authorization to Execute any Documents Thereto (pp. 34 – 64)  
*Presented by Neyba Amezcua, Director of City Services & Planning*

**13. EXECUTIVE (CLOSED) SESSION**

- 13.1 Threat to Public Services or Facilities Pursuant to Cal Gov. Code § 54957  
Consultation with: Acting City Manager, Armando Da Silva, City Attorney, Megan Crouch
- 13.2 Public Employment  
Pursuant to Cal Gov. Code §54957  
Title: Interim City Manager

**14. REQUEST FOR FUTURE ITEMS**

Council requests for future agenda items, can be called for by any Councilmember during the ‘Request for Future Items’ section of a regular meeting. Immediately following the request of an item, a vote will be taken on the item. If a majority of the City Council supports further study of the item, then a full staff analysis will be prepared within a reasonable time as determined by the City Manager unless otherwise directed by a majority of the City Council. Discussion shall be limited to whether an item should be added to an agenda, not the merit of the item.

## 15. ADJOURNMENT

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

*The next Regular Meeting of the Lindsay City Council is scheduled to be held on **February 27, 2024.***



City of Lindsay

# Proclamation

**WHEREAS**, Future Business Leaders of America, Inc. FBLA is a non-profit educational organization whose first chapter was established in Johnson City, Tennessee, in 1942; and

**WHEREAS**, Lindsay High School officially chartered it's FBLA local chapter on; July 1<sup>st</sup>, 1980; and

**WHEREAS**, FBLA includes more than 200,000 members and advisors in 4,600 chapters nationwide throughout middle and high school, colleges, universities, technical and private business schools.

**WHEREAS**, FBLA members actively engage in community service activities while striving to enhance students' understanding of the modern business world and giving students exposure to business leaders in the community.

**WHEREAS**, FBLA is a professional business organization committed to forging a positive alliance between business and education through innovative leadership and career development programs.

**NOW, THEREFORE, BE IT RESOLVED**, that I, Ramona Caudillo, Mayor of the City of Lindsay, do hereby recognize Lindsay High School's Future Business Leaders of America for their commitment.

**IN WITNESS WHEREOF**, I hereby set my hand and caused the Seal of the City of Lindsay to be affixed this 13<sup>th</sup> Day of February of 2024.

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Ramona Caudillo, Mayor





**LINDSAY CITY COUNCIL  
REGULAR MEETING AGENDA  
MINUTES**

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

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**1. CALL TO ORDER**

**2. PLEDGE**

Led by Mayor CERROS.

**3. ROLL CALL**

<b>Present</b>	Mayor Cerros Mayor Pro Tem Serna Council Member Flores Council Member Sanchez Council Member Caudillo
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**4. APPROVAL OF AGENDA**

<b>Motion to Approve Agenda</b>							
1 <sup>st</sup>	2 <sup>nd</sup>	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
SERNA	CAUDILLO	(5-0)	AYE	AYE	AYE	AYE	AYE

**5. PUBLIC COMMENT**

The public is invited to comment on any subject under the jurisdiction of the Lindsay City Council. Please note that speakers that wish to comment on a Regular Item or Public Hearing on tonight’s agenda will have an opportunity to speak when public comment for that item is requested by the Mayor. Comments shall be limited to three (3) minutes per person, with thirty (30) minutes for the total comment period, unless otherwise indicated by the Mayor. The public may also choose to submit a comment before the meeting via

email. Public comments received via email will be distributed to the Council prior to the start of the meeting and incorporated into the official minutes; however, they will not be read aloud. Under state law, matters presented under public comment cannot be acted upon by the Council at this time.

- Public comment from Valeriano Saucedo. Voiced support for Chief Carrillo, called for the Mayors resignation.
- Public comment from Leonor Serna. Voiced support for Chief Carrillo, called for the Council to rescind Ordinance No. 592.
- Public comment from Teresa Saucedo. Voiced support for Chief Carrillo and Salvador Guzman.
- Public comment from Belinda McKenney. Voiced support for Chief Carrillo.
- Public comment from Lilo Gil. Voiced support for Chief Carrillo.
- Public comment from Brian Watson. Stated that he understands the Council is in a very tough spot. Thanked the council for doing their jobs.
- Public comment from Diana Mata. Stated Council should listen to their community.
- Public comment from Maria Knutson. Doesn't understand how special meeting was still held even though there was not a quorum. Asked council to pull item 8.3.
- Public comment from Mercy Herrera. Voiced concern regarding the process the Council is taking.
- Public comment from Rosalinda Alexander from Assemblyman Mathis office. Offered her state office for any help City might need. Informed about upcoming musical the school will put on. Extended her support for Lindsay.
- Public comment from Maricela de la Fuente. Voiced support for Chief Rick Carrillo.
- Public comment from Genevieve Doane with Lindsay Chamber. Informed of upcoming Lindsay Chambers award dinner.
- Public comment from Robert Velasquez. Ask Council if they could give the community answers regarding Carrillo.
- Public comment from Sandy Perez. Concerned about what is next for the finance department. Has been through more than four finance directors in the recent years.

## 6. COUNCIL REPORT

- Council Member CAUDILLO informed that she put applications out for Vida de Oro foundation classes. Spoke about things that she does for the community (free dresses, heels, clothes and supplies to farmworkers).
- Council Member FLORES let everyone know that they all swore to protect the community, there is a lot that the community might not know. Informed the City has to keep many things confidential. City is recovering from corrupt administration from many years ago and are trying their best to make it work. City was about to declare bankruptcy years ago. Council will not allow corruption to happen in Lindsay. Make sure everything we do is legal.
- Council Member SANCHEZ. Re-iterated what FLORES said. Can assure you she does not sit on the Council for the money. Tries her best to collaborate with the community and feels we are all one. Assured the City always goes through the correct process. Much City business is confidential. Thanked everyone for coming. She is here because of the community.
- Council Member SERNA apologized for being out with COVID and is still in the healing process. Assured Council will do their due diligence. Will address the communities concerns. Was able to participate in rose bowl committee for decoration of a float. Attended wellness center programming committee, a lot of good stuff going on. Welcomed Chelsea who is now a pool manager, and will oversee aquatic activities.
- Mayor CERROS thanked everyone for coming, as Mayor, he is the biggest supporter of the City, asked everyone to remember it's the year of development, the City has done alot, City is 30 years behind on water projects, City has secured stable housing at O'hara ranch. Transit center coming

next year. Created committees to make council more available to public. This is all our community; we do a farmers market that brings everyone to Lindsay. City supports youth football and other sports, City has received money from state and federal agencies, City is playing 30 years of catchup, Council has changed the trajectory of City and Council has been making great strides.

**7. CITY MANAGER REPORT**

- CITY MANAGER informed of Chamber annual awards dinner next Saturday. OBF vendor applications now available. City nominated Ashley and Rey for full time employees for chamber awards. Military banner application will be released soon. City will host coffee with City Staff, so community can ask Staff questions.

**8. CONSENT CALENDAR**

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

- 8.1 Minutes from January 09, 2024, Regular Meeting (pp. 4 – 8)
- 8.2 Warrant List for January 01, 2024 through January 15, 2024 (pp. 9 – 14)
- 8.3 Consider the Approval of **Resolution No. 24-03**, A Resolution of the City Council of the City of Lindsay Approving Agreement to Provide Services by and Between Ralph Gutierrez Water Service (RGWS) and the City of Lindsay and Granting City Manager Authorization to Execute any Documents Thereto (pp. 15 – 26)
- 8.4 Consider the Approval to Bid the Tulare Road & Foothill Avenue Rehabilitation Project, Authorizing the Project Budget, Finding that the Project is Exempt from Review Under the California Environmental Quality Act (CEQA) Pursuant to Section 15301 of CEQA Guidelines and Granting City Staff Authorization to File the Project Notice of Exemption (pp. 27 – 30)
- 8.5 Consider the Rejection of the Olive Bowl/Kaku Park Expansion – Revision No. 1 Request for Bid (RFB) submitted (pp. 31 – 33)
- ITEM 8.3 pulled for discussion, public comment from Belinda McKenney, Mercy Herrera, Maria Knutson, and Marshall Chairez. Council chose to still vote on item as a part of the consent calendar.

<b>Motion to Approve Consent Calendar</b>							
1 <sup>st</sup>	2 <sup>nd</sup>	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
CERROS	SERNA	(5-0)	AYE	AYE	AYE	AYE	AYE

**9. PUBLIC HEARING(S)**

- 9.1 Public Hearing to Consider the Approval of **Resolution 24-04**, A Resolution of the City Council of the City of Lindsay Approving Conditional Use Permit No. 24-01, A Request by

Rodrigo Ramirez for the Property Located at 598 North Highway 65 (APN: 199-260-003-000) in the Highway Commercial Zone and Finding that the Project is Exempt from Review Under the California Environmental Quality Act (CEQA) Pursuant to Section 15301 “existing facilities,” under article 19 of the CEQA Guidelines (pp. 34 – 52)

*Presented by Araceli Mejia, Assistant City Planner*

- Public comment opened at 7:25 PM
- Public comment closed at 7:26

<b>Motion to Approve Item 9.1</b>							
1 <sup>st</sup>	2 <sup>nd</sup>	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
SERNA	CAUDILLO	(5-0)	AYE	AYE	AYE	AYE	AYE

**10. ACTION ITEM(S)**

10.1 Review Existing Appointments and Consider the Approval of Appointment of Council Member Representatives to Boards, Agencies, and Committees (pp. 53 – 54)

*Presented by Francesca Quintana, City Clerk & Assistant to the City Manager*

<b>Motion to Approve Item 10.1</b>							
1 <sup>st</sup>	2 <sup>nd</sup>	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
CAUDILLO	CERROS	(5-0)	AYE	AYE	AYE	AYE	AYE

10.2 Consider Proposal Received in Response to the Commercial Cannabis Business Request for Proposals (RFP) (pp. 56 – 104)

*Presented by Francesca Quintana, City Clerk & Assistant to the City Manager*

<b>Motion to Reject Proposals Received</b>							
1 <sup>st</sup>	2 <sup>nd</sup>	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
FLORES	SERNA	(4-0)	AYE	AYE	AYE	ABSTAIN	AYE

**11. EXECUTIVE (CLOSED) SESSION**

11.1 Conference with Legal Counsel – Anticipated Litigation

Significant exposure to litigation Pursuant to Cal Gov. Code § 54956.9(b): 1 case

11.2 Public Employee Performance Evaluation

Pursuant to Cal Gov. Code §54957

Title: Acting City Manager

11.3 Public Employment

Pursuant to Cal Gov. Code §54957

Title: Interim City Manager

- No report out of closed session.

**12. REQUEST FOR FUTURE ITEMS**

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<b>Discussion on Downtown Burn Lots</b>							
1 <sup>st</sup>	2 <sup>nd</sup>	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
FLORES	SERNA	(5-0)	AYE	AYE	AYE	AYE	AYE

**13. ADJOURNMENT**

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- Meeting adjourned at 9:02 PM

Check#	Fund	Date	Vendor #	Vendor Name	Description	Amount
<b>24970</b>						<b>(\$2,123.38)</b>
	779 - 00-HOME-0487	11/27/23	336	TULARE COUNTY TAX C	NAVARRO, JACQUELINE	(2,123.38)
<b>24971</b>						<b>(\$527.92)</b>
	779 - 00-HOME-0487	11/27/23	336	TULARE COUNTY TAX C	PARAMO, MARIO & ELV	(527.92)
<b>25148</b>						<b>(\$217.30)</b>
	101 - GENERAL FUND	12/29/23	6452	GREAT-WEST TRUST	DED:151 DEFERCOMP	(217.30)
<b>25235</b>						<b>\$999.66</b>
	101 - GENERAL FUND	01/19/24	2873	ADVANTAGE ANSWERING	1/1/24-1/31/24	199.94
	101 - GENERAL FUND	01/19/24	2873	ADVANTAGE ANSWERING	1/1/24-1/31/24	199.93
	552 - WATER	01/19/24	2873	ADVANTAGE ANSWERING	1/1/24-1/31/24	199.93
	553 - SEWER	01/19/24	2873	ADVANTAGE ANSWERING	1/1/24-1/31/24	199.93
	554 - REFUSE	01/19/24	2873	ADVANTAGE ANSWERING	1/1/24-1/31/24	199.93
<b>25236</b>						<b>\$3,768.94</b>
	101 - GENERAL FUND	01/19/24	6907	ALL VALLEY UNIFORMS	23/24 VFC-PANTS	3,768.94
<b>25237</b>						<b>\$143.40</b>
	101 - GENERAL FUND	01/19/24	1280	ALLAN HANCOCK COLLE	TUITION,MATERIAL,HE	143.40
<b>25238</b>						<b>\$956.24</b>
	101 - GENERAL FUND	01/19/24	6600	AMERICAN HERITAGE L	JAN. ACCIDENT PLAN	956.24
<b>25239</b>						<b>\$362.16</b>
	101 - GENERAL FUND	01/19/24	3428	AT&T MOBILITY	HR-287297286867 JAN	40.24
	101 - GENERAL FUND	01/19/24	3428	AT&T MOBILITY	CM-287297286867 JAN	40.24
	101 - GENERAL FUND	01/19/24	3428	AT&T MOBILITY	FD-287297286867 JAN	40.24
	101 - GENERAL FUND	01/19/24	3428	AT&T MOBILITY	PS-287297286867 JAN	80.48
	101 - GENERAL FUND	01/19/24	3428	AT&T MOBILITY	CS-287297286867 JAN	120.72
	400 - WELLNESS CENTER	01/19/24	3428	AT&T MOBILITY	WC-287297286867 JAN	40.24
<b>25240</b>						<b>\$305.57</b>
	101 - GENERAL FUND	01/19/24	5457	AUTO ZONE COMMERCIA	BRAKE PADS	(41.31)
	101 - GENERAL FUND	01/19/24	5457	AUTO ZONE COMMERCIA	POWER CAR WASH WAX	28.81
	101 - GENERAL FUND	01/19/24	5457	AUTO ZONE COMMERCIA	SOAP & BRUSH	48.54
	101 - GENERAL FUND	01/19/24	5457	AUTO ZONE COMMERCIA	VEHICLE BATTERY	235.80
	101 - GENERAL FUND	01/19/24	5457	AUTO ZONE COMMERCIA	LIC3830&2340 SUNSHA	33.73
<b>25241</b>						<b>\$435.00</b>
	400 - WELLNESS CENTER	01/19/24	5875	BMI	1/1/24-12/31/24 MUSIC LICENSE	435.00
<b>25242</b>						<b>\$52,232.50</b>
	556 - VITA-PAKT	01/19/24	7196	BROWER GSA RANCH LL	VITA-PAKT LEASE PMT	52,232.50
<b>25243</b>						<b>\$106.43</b>
	101 - GENERAL FUND	01/19/24	6926	BRUCE FOX	DAMAGED UNIFORM	106.43
<b>25244</b>						<b>\$61.20</b>
	101 - GENERAL FUND	01/19/24	1979	CALIFORNIA BUILDING	OCT-DEC 2023 SB1473	68.00
	101 - GENERAL FUND	01/19/24	1979	CALIFORNIA BUILDING	OCT-DEC 2023 SB1473	(6.80)
<b>25245</b>						<b>\$1,988.98</b>
	101 - GENERAL FUND	01/19/24	6351	CANON FINANCIAL SER	HR-#2UL13500 JANUARY	270.00
	101 - GENERAL FUND	01/19/24	6351	CANON FINANCIAL SER	HR-#3FW01164 JANUARY	184.49
	101 - GENERAL FUND	01/19/24	6351	CANON FINANCIAL SER	CM-#2UL13336 JANUARY	270.00
	101 - GENERAL FUND	01/19/24	6351	CANON FINANCIAL SER	CC-#3FW01164 JANUARY	184.49
	101 - GENERAL FUND	01/19/24	6351	CANON FINANCIAL SER	FD-#2XK04886 JANUARY	270.00
	101 - GENERAL FUND	01/19/24	6351	CANON FINANCIAL SER	PS-#2XK04493 JANUARY	270.00
	101 - GENERAL FUND	01/19/24	6351	CANON FINANCIAL SER	PS-#4QV00754 JANUARY	270.00
	101 - GENERAL FUND	01/19/24	6351	CANON FINANCIAL SER	CS-#2YJ16699 JANUARY	270.00
<b>25246</b>						<b>\$332.92</b>
	400 - WELLNESS CENTER	01/19/24	6500	CHARTER COMMUNICATI	WC-VOICE & INTERNET	332.92
<b>25247</b>						<b>\$595.51</b>
	400 - WELLNESS CENTER	01/19/24	5832	CINTAS CORPORATION	3X5 ACTIVE SCRAPER	94.94
	400 - WELLNESS CENTER	01/19/24	5832	CINTAS CORPORATION	BIO BASE FLOOR CLNR	94.94
	400 - WELLNESS CENTER	01/19/24	5832	CINTAS CORPORATION	DISNFCT/RR CLEANER	94.94
	400 - WELLNESS CENTER	01/19/24	5832	CINTAS CORPORATION	DISP URINAL MAT SVC	94.94
	400 - WELLNESS CENTER	01/19/24	5832	CINTAS CORPORATION	HRDWND WHT PAPER LR	94.94
	400 - WELLNESS CENTER	01/19/24	5832	CINTAS CORPORATION	SIG DUALTP RFL PAPE	120.81
<b>25248</b>						<b>\$6,026.09</b>
	883 - SIERRA VIEW ASSESSMENT	01/19/24	086	CITY OF LINDSAY - U	SIERRA VIEW/HARVARD	989.35
	884 - HERITAGE ASSESSMENT DIST	01/19/24	086	CITY OF LINDSAY - U	TULARE/OAK HERITAGE	247.79
	884 - HERITAGE ASSESSMENT DIST	01/19/24	086	CITY OF LINDSAY - U	TULARE/SHERWOOD HER	192.71
	886 - SAMOA	01/19/24	086	CITY OF LINDSAY - U	SWEETBRIER/SAMOA	257.24
	887 - SWEETBRIER TOWNHOUSES	01/19/24	086	CITY OF LINDSAY - U	HERMOSA TOWNHOMES	511.78
	888 - PARKSIDE	01/19/24	086	CITY OF LINDSAY - U	PARKSIDE/HICKORY	720.45
	889 - SIERRA VISTA ASSESSMENT	01/19/24	086	CITY OF LINDSAY - U	952 ORANGE-LANDSCAP	302.80
	890 - MAPLE VALLEY ASSESSMENT	01/19/24	086	CITY OF LINDSAY - U	ASH ST IRRIGATION	148.19
	890 - MAPLE VALLEY ASSESSMENT	01/19/24	086	CITY OF LINDSAY - U	MAPLE ST IRRIGATION	148.19
	891 - PELOUS RANCH	01/19/24	086	CITY OF LINDSAY - U	COTTONWOOD ST IRRIG	371.21
	891 - PELOUS RANCH	01/19/24	086	CITY OF LINDSAY - U	HICKORY IRRIGATION	204.26
	891 - PELOUS RANCH	01/19/24	086	CITY OF LINDSAY - U	MANDARIN ST IRRIGAT	371.21
	891 - PELOUS RANCH	01/19/24	086	CITY OF LINDSAY - U	PLUM ST/BELLAH	784.24
	891 - PELOUS RANCH	01/19/24	086	CITY OF LINDSAY - U	ROSEWOOD/PARKSIDE	776.67

<b>25249</b>						<b>\$245.00</b>
	101 - GENERAL FUND	01/19/24	279	CITY OF PORTERVILLE	ANIMAL SERVICES	245.00
<b>25250</b>						<b>\$1,161.08</b>
	101 - GENERAL FUND	01/19/24	6672	COLBY'S TIRE,TOWING	LIC#1361755-NEW TIR	321.56
	101 - GENERAL FUND	01/19/24	6672	COLBY'S TIRE,TOWING	LIC#1606856-NEW TIR	604.13
	101 - GENERAL FUND	01/19/24	6672	COLBY'S TIRE,TOWING	LIC1361778-OIL CHAN	210.39
	101 - GENERAL FUND	01/19/24	6672	COLBY'S TIRE,TOWING	LIC1671771-TIRE PAT	25.00
<b>25251</b>						<b>\$193.50</b>
	101 - GENERAL FUND	01/19/24	102	CULLIGAN	PS-#55962 185 N GAL	193.50
<b>25252</b>						<b>\$219.68</b>
	101 - GENERAL FUND	01/19/24	105	DATAPRINT INC.	PRINTER PAPER	219.68
<b>25253</b>						<b>\$167.46</b>
	101 - GENERAL FUND	01/19/24	111	DEPT OF CONSERVATIO	OCT-DEC 2023 SEISMI	(8.81)
	101 - GENERAL FUND	01/19/24	111	DEPT OF CONSERVATIO	OCT-DEC SEISMIC COM	106.30
	101 - GENERAL FUND	01/19/24	111	DEPT OF CONSERVATIO	OCT-DEC SEISMIC RES	69.97
<b>25254</b>						<b>\$2,711.97</b>
	553 - SEWER	01/19/24	5978	DOMINO SOLAR LTD	JB-9325693-00 DEC.	2,711.97
<b>25255</b>						<b>\$9,096.28</b>
	552 - WATER	01/19/24	6113	EAST KAWEAH GSA	FY2024 #1 CFF GOVER	9,096.28
<b>25256</b>						<b>\$6,792.68</b>
	101 - GENERAL FUND	01/19/24	5803	EMD NETWORKING SERV	FEBRUARY MONTHLY SVC	6,792.68
<b>25257</b>						<b>\$1,306.00</b>
	779 - 00-HOME-0487	01/19/24	5284	FARMERS	MELISSA & JESSE VIL	1,306.00
<b>25258</b>						<b>\$7,500.00</b>
	101 - GENERAL FUND	01/19/24	7115	FLOCK SAFETY	FLOCK SAFETY FALCON	7,500.00
<b>25259</b>						<b>\$1,404.04</b>
	101 - GENERAL FUND	01/19/24	6010	FRONTIER COMMUNICAT	209-151-2650	21.52
	101 - GENERAL FUND	01/19/24	6010	FRONTIER COMMUNICAT	209-151-2652	43.04
	101 - GENERAL FUND	01/19/24	6010	FRONTIER COMMUNICAT	209-151-2656	43.04
	101 - GENERAL FUND	01/19/24	6010	FRONTIER COMMUNICAT	209-151-2662	56.91
	101 - GENERAL FUND	01/19/24	6010	FRONTIER COMMUNICAT	209-188-3200	8.83
	101 - GENERAL FUND	01/19/24	6010	FRONTIER COMMUNICAT	562-2512	183.83
	101 - GENERAL FUND	01/19/24	6010	FRONTIER COMMUNICAT	209-151-2650	21.52
	101 - GENERAL FUND	01/19/24	6010	FRONTIER COMMUNICAT	209-188-3200	8.83
	101 - GENERAL FUND	01/19/24	6010	FRONTIER COMMUNICAT	209-042-9309	1.99
	552 - WATER	01/19/24	6010	FRONTIER COMMUNICAT	209-150-2936	78.33
	552 - WATER	01/19/24	6010	FRONTIER COMMUNICAT	209-151-2650	21.52
	552 - WATER	01/19/24	6010	FRONTIER COMMUNICAT	209-188-3200	8.83
	552 - WATER	01/19/24	6010	FRONTIER COMMUNICAT	562-1552	134.28
	552 - WATER	01/19/24	6010	FRONTIER COMMUNICAT	562-7131	167.01
	553 - SEWER	01/19/24	6010	FRONTIER COMMUNICAT	209-150-3621	113.32
	553 - SEWER	01/19/24	6010	FRONTIER COMMUNICAT	209-151-2650	21.52
	553 - SEWER	01/19/24	6010	FRONTIER COMMUNICAT	209-151-2654	43.04
	553 - SEWER	01/19/24	6010	FRONTIER COMMUNICAT	209-151-2655	43.04
	553 - SEWER	01/19/24	6010	FRONTIER COMMUNICAT	209-188-3200	8.83
	553 - SEWER	01/19/24	6010	FRONTIER COMMUNICAT	562-7132	374.81
<b>25260</b>						<b>\$305.36</b>
	553 - SEWER	01/19/24	1925	FRUIT GROWERS SUPPL	PEST KILLZALL HERBI	305.36
<b>25261</b>						<b>\$1,308.00</b>
	101 - GENERAL FUND	01/19/24	1970	GIOTTO'S	CS-ANNUAL MONITORING	264.00
	101 - GENERAL FUND	01/19/24	1970	GIOTTO'S	HICKORY LIFT STATION MONITORING	324.00
	101 - GENERAL FUND	01/19/24	1970	GIOTTO'S	WTP-ANNUAL MONITORING	264.00
	101 - GENERAL FUND	01/19/24	1970	GIOTTO'S	WWTP-ANNUAL MONITORING	264.00
	101 - GENERAL FUND	01/19/24	1970	GIOTTO'S	WWTP-CELLULAR MONITORING	192.00
<b>25262</b>						<b>\$282.78</b>
	101 - GENERAL FUND	01/19/24	148	GOMEZ AUTO & SMOG	LIC1361775-OIL CHANGE	86.99
	101 - GENERAL FUND	01/19/24	148	GOMEZ AUTO & SMOG	LIC1361776-OIL CHANGE	98.80
	101 - GENERAL FUND	01/19/24	148	GOMEZ AUTO & SMOG	LIC1361777-OIL CHANGE	96.99
<b>25263</b>						<b>\$365.00</b>
	101 - GENERAL FUND	01/19/24	6581	HERR PENDERSEN & BE	MATTER: CM INVESTIGATION	365.00
<b>25264</b>						<b>\$84.24</b>
	101 - GENERAL FUND	01/19/24	4714	HUNTINGTON COURT RE	11/16/23-11/30/23HC	48.00
	101 - GENERAL FUND	01/19/24	4714	HUNTINGTON COURT RE	12/1/23-12/15/23 HC	36.24
<b>25265</b>						<b>\$270.00</b>
	101 - GENERAL FUND	01/19/24	6968	JEREMIAH GARCIA	FIELD TRAINING OFFICE	270.00
<b>25266</b>						<b>\$425.00</b>
	552 - WATER	01/19/24	197	JORGENSEN COMPANY I	SCBA ANNUAL FLOW TE	425.00
<b>25267</b>						<b>\$83,805.67</b>
	101 - GENERAL FUND	01/19/24	6100	KEENAN & ASSOCIATES	PPO 250 RETIREE	2,063.62
	101 - GENERAL FUND	01/19/24	6100	KEENAN & ASSOCIATES	PPO 250 ACTIVE	73,464.84
	101 - GENERAL FUND	01/19/24	6100	KEENAN & ASSOCIATES	PPO 500 ACTIVE	8,277.21
<b>25268</b>						<b>\$1,655.00</b>
	600 - CAPITAL IMPROVEMENT	01/19/24	7166	KRAZAN & ASSOCIATES	VALENCIA&LINDA VISTA	1,655.00
<b>25269</b>						<b>\$8,462.87</b>
	101 - GENERAL FUND	01/19/24	5542	KRC SAFETY CO., INC	KRAIL-6FT WATER WAL	4,231.44
	552 - WATER	01/19/24	5542	KRC SAFETY CO., INC	KRAIL-6FT WATER WAL	4,231.43



<b>25270</b>						<b>\$840.19</b>
	101 - GENERAL FUND	01/19/24	2471	L.N. CURTIS & SONS	23/24 VFC-FIRE PACK	840.19
<b>25271</b>						<b>\$2,569.56</b>
	400 - WELLNESS CENTER	01/19/24	5788	LINCOLN AQUATICS	SANICHLOR,MURIATIC	2,569.56
<b>25272</b>						<b>\$1,620.15</b>
	101 - GENERAL FUND	01/19/24	1422	LINDSAY TRUE VALUE	DEC.-PUBLIC SAFETY	54.31
	101 - GENERAL FUND	01/19/24	1422	LINDSAY TRUE VALUE	DEC.-OTHER SERVICES	331.24
	101 - GENERAL FUND	01/19/24	1422	LINDSAY TRUE VALUE	DECEMBER-BUILDINGS	460.47
	101 - GENERAL FUND	01/19/24	1422	LINDSAY TRUE VALUE	DECEMBER-CITY SERVI	36.97
	101 - GENERAL FUND	01/19/24	1422	LINDSAY TRUE VALUE	DECEMBER-CITY YARD	222.45
	101 - GENERAL FUND	01/19/24	1422	LINDSAY TRUE VALUE	DECEMBER-PARKS	51.28
	101 - GENERAL FUND	01/19/24	1422	LINDSAY TRUE VALUE	DECEMBER-STREETS	45.65
	101 - GENERAL FUND	01/19/24	1422	LINDSAY TRUE VALUE	DECEMBER-LANDSCAPIN	135.32
	400 - WELLNESS CENTER	01/19/24	1422	LINDSAY TRUE VALUE	DEC.-WELLNESS CENTE	9.23
	552 - WATER	01/19/24	1422	LINDSAY TRUE VALUE	DECEMBER-WATER	273.23
<b>25273</b>						<b>\$85.00</b>
	101 - GENERAL FUND	01/19/24	5424	LINDSAY VETERINARY	1/9/24 ANIMAL SERVICE	40.00
	101 - GENERAL FUND	01/19/24	5424	LINDSAY VETERINARY	12/15/23 ANIMAL SVC	45.00
<b>25274</b>						<b>\$2,000.00</b>
	400 - WELLNESS CENTER	01/19/24	6260	LLEON SERVICES	WATER HOSE FOR FILTER	200.00
	400 - WELLNESS CENTER	01/19/24	6260	LLEON SERVICES	WC-CHEMICAL BALANCING	1,800.00
<b>25275</b>						<b>\$793.58</b>
	101 - GENERAL FUND	01/19/24	2933	MALLORY CO.	LATEX GLOVES	793.58
<b>25276</b>						<b>\$219.35</b>
	101 - GENERAL FUND	01/19/24	6550	MARIO SAGREDO ELECT	CITY HALL FRONT OUTLET	219.35
<b>25277</b>						<b>\$490.00</b>
	101 - GENERAL FUND	01/19/24	7091	MARQUEZ HEATING & C	INSTALL VOLUME DAMP	490.00
<b>25278</b>						<b>\$3,600.00</b>
	400 - WELLNESS CENTER	01/19/24	3638	MASCORRO PLUMBING	WC-INSTALL 3 FOUNTAIN	3,600.00
<b>25279</b>						<b>\$368,503.51</b>
	554 - REFUSE	01/19/24	5852	MID VALLEY DISPOSAL	REFUSE PAID THRU DEC	368,503.51
<b>25280</b>						<b>\$22,000.00</b>
	101 - GENERAL FUND	01/19/24	6947	MOSS, LEVY & HARTZH	6/30/23 AUDIT WORK	22,000.00
<b>25281</b>						<b>\$2,844.37</b>
	552 - WATER	01/19/24	6498	PACWEST DIRECT	1/5/24 DELINQUENT UB PRINT	318.76
	552 - WATER	01/19/24	6498	PACWEST DIRECT	12/15/23 DBP MAILER	2,206.86
	553 - SEWER	01/19/24	6498	PACWEST DIRECT	1/5/24 DELINQUENT UB PRINT	318.75
<b>25282</b>						<b>\$2,000.00</b>
	101 - GENERAL FUND	01/19/24	272	PITNEY BOWES INC.	POSTAGE METER REFILL	2,000.00
<b>25283</b>						<b>\$735.00</b>
	400 - WELLNESS CENTER	01/19/24	276	PORTERVILLE RECORDE	WELLNESS CENTER AD	735.00
<b>25284</b>						<b>\$11,788.30</b>
	552 - WATER	01/19/24	4618	PROVOST & PRITCHARD	ANNUAL WATER SHORTA	2,761.00
	552 - WATER	01/19/24	4618	PROVOST & PRITCHARD	URBAN WATER MGMT PL	5,328.60
	552 - WATER	01/19/24	4618	PROVOST & PRITCHARD	WATER ANALYSIS RATE	647.50
	552 - WATER	01/19/24	4618	PROVOST & PRITCHARD	WATER SUPPLY & CONT	2,403.70
	553 - SEWER	01/19/24	4618	PROVOST & PRITCHARD	SEWER ANALYSIS RATE	647.50
<b>25285</b>						<b>\$399.86</b>
	101 - GENERAL FUND	01/19/24	285	QUILL CORPORATION	DESKPAD CALENDAR	47.73
	101 - GENERAL FUND	01/19/24	285	QUILL CORPORATION	SHARPS CONTAINER,TA	129.22
	101 - GENERAL FUND	01/19/24	285	QUILL CORPORATION	ASSORTED KEY TAGS	14.13
	400 - WELLNESS CENTER	01/19/24	285	QUILL CORPORATION	ANTIBACTERIAL WIPES	208.78
<b>25286</b>						<b>\$40.47</b>
	101 - GENERAL FUND	01/19/24	298	SAVE MART SUPERMARK	DRINKS FOR COUNCIL	40.47
<b>25287</b>						<b>\$121.00</b>
	101 - GENERAL FUND	01/19/24	7143	SEQUOIA HEALTH CARE	NOV. 2023 CLAIMS	121.00
<b>25288</b>						<b>\$55.81</b>
	261 - GAS TAX FUND	01/19/24	310	SOUTHERN CA. EDISON	113 W HICKORY	40.93
	891 - PELOUS RANCH	01/19/24	310	SOUTHERN CA. EDISON	1250 PARKSIDE IRRIG	14.88
<b>25289</b>						<b>\$1,031.00</b>
	779 - 00-HOME-0487	01/19/24	3634	STATE FARM	JUAN ANDRADE HOME INSURANCE	1,031.00
<b>25290</b>						<b>\$219.18</b>
	101 - GENERAL FUND	01/19/24	6703	STERICYCLE INC	FD-DEC. SHRED IT SV	138.18
	101 - GENERAL FUND	01/19/24	6703	STERICYCLE INC	PS-DEC. SHRED IT SV	81.00
<b>25291</b>						<b>\$13,105.54</b>
	101 - GENERAL FUND	01/19/24	518	TCAG	MEASURE R JAN. 2024	13,105.54
<b>25292</b>						<b>\$4,485.80</b>
	101 - GENERAL FUND	01/19/24	5755	TELEPACIFIC COMMUNI	1/9/24-2/8/24	498.42
	101 - GENERAL FUND	01/19/24	5755	TELEPACIFIC COMMUNI	1/9/24-2/8/24	498.42
	101 - GENERAL FUND	01/19/24	5755	TELEPACIFIC COMMUNI	1/9/24-2/8/24	498.42
	101 - GENERAL FUND	01/19/24	5755	TELEPACIFIC COMMUNI	1/9/24-2/8/24	498.42
	101 - GENERAL FUND	01/19/24	5755	TELEPACIFIC COMMUNI	1/9/24-2/8/24	498.42
	400 - WELLNESS CENTER	01/19/24	5755	TELEPACIFIC COMMUNI	1/9/24-2/8/24	498.42
	552 - WATER	01/19/24	5755	TELEPACIFIC COMMUNI	1/9/24-2/8/24	498.43
	553 - SEWER	01/19/24	5755	TELEPACIFIC COMMUNI	1/9/24-2/8/24	498.43
	554 - REFUSE	01/19/24	5755	TELEPACIFIC COMMUNI	1/9/24-2/8/24	498.42



<b>25293</b>						<b>\$6,213.19</b>
	101 - GENERAL FUND	01/19/24	144	THE GAS COMPANY	185 N GALE HILL	705.73
	101 - GENERAL FUND	01/19/24	144	THE GAS COMPANY	140 N MIRAGE	367.24
	101 - GENERAL FUND	01/19/24	144	THE GAS COMPANY	251 E HONOLULU	916.08
	101 - GENERAL FUND	01/19/24	144	THE GAS COMPANY	139 N SWEETBRIER BB	15.68
	400 - WELLNESS CENTER	01/19/24	144	THE GAS COMPANY	740 SEQUOIA BLDG	892.56
	400 - WELLNESS CENTER	01/19/24	144	THE GAS COMPANY	740 SEQUOIA POOL	3,315.90
<b>25294</b>						<b>\$367.35</b>
	400 - WELLNESS CENTER	01/19/24	3396	TK ELEVATOR CORPORA	WC-FULL MAINTENANCE	367.35
<b>25295</b>						<b>\$460.00</b>
	400 - WELLNESS CENTER	01/19/24	1664	TU CO ENVIRONMENTAL	1/1/24 1627 WALK-UP	460.00
<b>25296</b>						<b>\$0.00</b>
	101 - GENERAL FUND	01/19/24	6015	TULARE COUNTY CLERK	#04-06 MARGARITA R. VOID	-
	101 - GENERAL FUND	01/19/24	6015	TULARE COUNTY CLERK	#R1710 GUADALUPE L. VOID	-
<b>25297</b>						<b>\$5,074.56</b>
	101 - GENERAL FUND	01/19/24	5747	USA STAFFING INC.	1/14/24 FD-MARIA M.	230.40
	101 - GENERAL FUND	01/19/24	5747	USA STAFFING INC.	1/7/24 FD-MARIA M.	184.32
	101 - GENERAL FUND	01/19/24	5747	USA STAFFING INC.	1/7/24 PS-DANA G.	737.28
	101 - GENERAL FUND	01/19/24	5747	USA STAFFING INC.	12/17/23 PS-DANA G.	892.80
	101 - GENERAL FUND	01/19/24	5747	USA STAFFING INC.	12/24/23 PS-DANA G.	892.80
	101 - GENERAL FUND	01/19/24	5747	USA STAFFING INC.	12/31/23 PS-DANA G.	892.80
	552 - WATER	01/19/24	5747	USA STAFFING INC.	1/14/24 FD-MARIA M.	230.40
	552 - WATER	01/19/24	5747	USA STAFFING INC.	1/7/24 FD-MARIA M.	184.32
	553 - SEWER	01/19/24	5747	USA STAFFING INC.	1/14/24 FD-MARIA M.	230.40
	553 - SEWER	01/19/24	5747	USA STAFFING INC.	1/7/24 FD-MARIA M.	184.32
	554 - REFUSE	01/19/24	5747	USA STAFFING INC.	1/14/24 FD-MARIA M.	230.40
	554 - REFUSE	01/19/24	5747	USA STAFFING INC.	1/7/24 FD-MARIA M.	184.32
<b>25298</b>						<b>\$1,431.07</b>
	101 - GENERAL FUND	01/19/24	1041	VERIZON WIRELESS	642065758-00001 DEC	125.67
	101 - GENERAL FUND	01/19/24	1041	VERIZON WIRELESS	642065758-00004 DEC	1,305.40
<b>25299</b>						<b>\$6,345.08</b>
	101 - GENERAL FUND	01/19/24	5824	VINCENT COMMUNICATI	23/24 VFC-VHF,SPEAK	6,345.08
<b>25300</b>						<b>\$1,352.12</b>
	261 - GAS TAX FUND	01/19/24	368	VOLLMER EXCAVATION,	LOAD OF COLD MIX	1,352.12
<b>25301</b>						<b>\$250.00</b>
	101 - GENERAL FUND	01/19/24	6257	WALLACE TOWING	CASE#23L-06246 SERG	250.00
<b>25302</b>						<b>\$387.85</b>
	101 - GENERAL FUND	01/26/24	4660	CITY OF LINDSAY	DED:052 WELLNESS	37.85
	101 - GENERAL FUND	01/26/24	4660	CITY OF LINDSAY	DED:CDBG CDBG PMT	350.00
<b>25303</b>						<b>\$485.72</b>
	101 - GENERAL FUND	01/26/24	4660	CITY OF LINDSAY	DED:L203 CDBG LOAN	485.72
<b>25304</b>						<b>\$303.35</b>
	101 - GENERAL FUND	01/26/24	3192	SEIU LOCAL 521	DED:COPE COPE SEIU	1.00
	101 - GENERAL FUND	01/26/24	3192	SEIU LOCAL 521	DED:DUES UNION DUES	302.35
<b>25305</b>						<b>\$7,537.21</b>
	101 - GENERAL FUND	01/26/24	6452	GREAT-WEST TRUST	DED:0500 DEF COMP	2,138.25
	101 - GENERAL FUND	01/26/24	6452	GREAT-WEST TRUST	DED:0555 DC LOANPAY	1,229.80
	101 - GENERAL FUND	01/26/24	6452	GREAT-WEST TRUST	DED:151 DEFERCOMP	3,518.98
	101 - GENERAL FUND	01/26/24	6452	GREAT-WEST TRUST	DED:ROTH ROTH	650.18
<b>25306</b>						<b>\$41.58</b>
	101 - GENERAL FUND	01/26/24	2325	LINDSAY PUBLIC SAFE	DED:LPOA LPOA DUES	41.58
<b>25307</b>						<b>\$85.36</b>
	101 - GENERAL FUND	01/26/24	6246	MCDERMONT VENTURE I	DED:051 MCDERMONT	85.36
<b>25308</b>						<b>\$62.76</b>
	101 - GENERAL FUND	01/26/24	3042	STATE DISBURSEMENT	DED:0512 CHILD SUPT	62.76
<b>25309</b>						<b>\$435.70</b>
	101 - GENERAL FUND	01/26/24	1955	TEAMSTERS LOCAL 856	DED:0508 TEAMSTERS	435.70
<b>25310</b>						<b>\$1,774.00</b>
	101 - GENERAL FUND	02/01/24	6504	ADVENTIST HEALTH TO	DEC. TOXICOLOGY SVC	1,774.00
<b>25311</b>						<b>\$108.36</b>
	101 - GENERAL FUND	02/01/24	007	AG IRRIGATION SALES	24 VAC SOLENOID	33.69
	552 - WATER	02/01/24	007	AG IRRIGATION SALES	PVC BALL VALVES,TAP	74.67
<b>25312</b>						<b>\$15.00</b>
	101 - GENERAL FUND	02/01/24	6362	AMERICAN BUSINESS M	F.D. #17687-TONER	15.00
<b>25313</b>						<b>\$1,054.80</b>
	101 - GENERAL FUND	02/01/24	6600	AMERICAN HERITAGE L	FEB. ACCIDENT PLAN	1,054.80
<b>25314</b>						<b>\$1,339.00</b>
	400 - WELLNESS CENTER	02/01/24	3898	AMERICAN INCORPORAT	WC-HVAC QTRLY MAINT	1,339.00
<b>25315</b>						<b>\$143.46</b>
	400 - WELLNESS CENTER	02/01/24	3536	BSN SPORTS LLC	PICKLE BALL & PADDL	143.46
<b>25316</b>						<b>\$3,100.50</b>
	101 - GENERAL FUND	02/01/24	7131	BUCHALTER	10/31/23 ATTORNEY FEE	236.50
	101 - GENERAL FUND	02/01/24	7131	BUCHALTER	11/30/23 ATTORNEY FEE	2,607.00
	101 - GENERAL FUND	02/01/24	7131	BUCHALTER	12/31/23 ATTORNEY FEE	257.00
<b>25317</b>						<b>\$147.46</b>
	101 - GENERAL FUND	02/01/24	6351	CANON FINANCIAL SER	WC-#2UL13180-LATE FEE	50.00
	400 - WELLNESS CENTER	02/01/24	6351	CANON FINANCIAL SER	WC-#2UL13180 JAN.	97.46
<b>25318</b>						<b>\$7,130.63</b>
	101 - GENERAL FUND	02/01/24	3271	CASCADE FIRE EQUIPM	23/24 VFC-FIRE SHEL	7,130.63

<b>25321</b>						<b>\$1,697.35</b>
101 - GENERAL FUND	02/01/24	5832	CINTAS CORPORATION	ZFOLD DISPENCER&PAP		72.62
101 - GENERAL FUND	02/01/24	5832	CINTAS CORPORATION	CLEANING CHEM,UNIFO		61.37
101 - GENERAL FUND	02/01/24	5832	CINTAS CORPORATION	GRAY MAT,SIG SANT S		45.52
101 - GENERAL FUND	02/01/24	5832	CINTAS CORPORATION	SCRAPER MAT		24.56
101 - GENERAL FUND	02/01/24	5832	CINTAS CORPORATION	SIG DUALTP RFL PAPE		63.17
101 - GENERAL FUND	02/01/24	5832	CINTAS CORPORATION	SOAP,TP,UNIFORMS,MA		39.33
101 - GENERAL FUND	02/01/24	5832	CINTAS CORPORATION	UNIFORMS,DISINFECT		37.95
101 - GENERAL FUND	02/01/24	5832	CINTAS CORPORATION	UNIFORMS,TP,SINK SO		44.63
101 - GENERAL FUND	02/01/24	5832	CINTAS CORPORATION	ZFOLD REFILL PAPER		14.66
101 - GENERAL FUND	02/01/24	5832	CINTAS CORPORATION	CLEANING CHEM,UNIFO		61.37
101 - GENERAL FUND	02/01/24	5832	CINTAS CORPORATION	SIG DUALTP RFL PAPE		17.65
101 - GENERAL FUND	02/01/24	5832	CINTAS CORPORATION	SOAP,TP,UNIFORMS,MA		39.33
101 - GENERAL FUND	02/01/24	5832	CINTAS CORPORATION	UNIFORMS,DISINFECT		37.95
101 - GENERAL FUND	02/01/24	5832	CINTAS CORPORATION	UNIFORMS,TP,SINK SO		44.63
101 - GENERAL FUND	02/01/24	5832	CINTAS CORPORATION	ZFOLD REFILL PAPER		14.66
101 - GENERAL FUND	02/01/24	5832	CINTAS CORPORATION	CLEANING CHEM,UNIFO		61.37
101 - GENERAL FUND	02/01/24	5832	CINTAS CORPORATION	SIG DUALTP RFL PAPE		17.65
101 - GENERAL FUND	02/01/24	5832	CINTAS CORPORATION	SOAP,TP,UNIFORMS,MA		39.32
101 - GENERAL FUND	02/01/24	5832	CINTAS CORPORATION	UNIFORMS,DISINFECT		37.95
101 - GENERAL FUND	02/01/24	5832	CINTAS CORPORATION	UNIFORMS,TP,SINK SO		44.62
101 - GENERAL FUND	02/01/24	5832	CINTAS CORPORATION	ZFOLD REFILL PAPER		14.65
552 - WATER	02/01/24	5832	CINTAS CORPORATION	CLEANING CHEM,UNIFO		61.37
552 - WATER	02/01/24	5832	CINTAS CORPORATION	SIG DUALTP RFL PAPE		17.65
552 - WATER	02/01/24	5832	CINTAS CORPORATION	SOAP,TP,UNIFORMS,MA		39.33
552 - WATER	02/01/24	5832	CINTAS CORPORATION	UNIFORMS,DISINFECT		37.95
552 - WATER	02/01/24	5832	CINTAS CORPORATION	UNIFORMS,TP,SINK SO		44.63
552 - WATER	02/01/24	5832	CINTAS CORPORATION	ZFOLD REFILL PAPER		14.66
553 - SEWER	02/01/24	5832	CINTAS CORPORATION	CLEANING CHEM,UNIFO		61.38
553 - SEWER	02/01/24	5832	CINTAS CORPORATION	SIG DUALTP RFL PAPE		17.65
553 - SEWER	02/01/24	5832	CINTAS CORPORATION	SOAP,TP,UNIFORMS,MA		39.33
553 - SEWER	02/01/24	5832	CINTAS CORPORATION	UNIFORMS,DISINFECT		37.95
553 - SEWER	02/01/24	5832	CINTAS CORPORATION	UNIFORMS,TP,SINK SO		44.63
553 - SEWER	02/01/24	5832	CINTAS CORPORATION	ZFOLD REFILL PAPER		14.66
554 - REFUSE	02/01/24	5832	CINTAS CORPORATION	CLEANING CHEM,UNIFO		61.38
554 - REFUSE	02/01/24	5832	CINTAS CORPORATION	SIG DUALTP RFL PAPE		17.66
554 - REFUSE	02/01/24	5832	CINTAS CORPORATION	SOAP,TP,UNIFORMS,MA		39.33
554 - REFUSE	02/01/24	5832	CINTAS CORPORATION	UNIFORMS,DISINFECT		37.95
554 - REFUSE	02/01/24	5832	CINTAS CORPORATION	UNIFORMS,TP,SINK SO		44.63
554 - REFUSE	02/01/24	5832	CINTAS CORPORATION	ZFOLD REFILL PAPER		14.66
556 - VITA-PAKT	02/01/24	5832	CINTAS CORPORATION	CLEANING CHEM,UNIFO		61.38
556 - VITA-PAKT	02/01/24	5832	CINTAS CORPORATION	SIG DUALTP RFL PAPE		17.65
556 - VITA-PAKT	02/01/24	5832	CINTAS CORPORATION	SOAP,TP,UNIFORMS,MA		39.33
556 - VITA-PAKT	02/01/24	5832	CINTAS CORPORATION	UNIFORMS,DISINFECT		37.95
556 - VITA-PAKT	02/01/24	5832	CINTAS CORPORATION	UNIFORMS,TP,SINK SO		44.63
556 - VITA-PAKT	02/01/24	5832	CINTAS CORPORATION	ZFOLD REFILL PAPER		14.65
<b>25322</b>						<b>\$400.00</b>
101 - GENERAL FUND	02/01/24	4660	CITY OF LINDSAY	C.S. BEGINNING CASH		50.00
101 - GENERAL FUND	02/01/24	4660	CITY OF LINDSAY	P.S. BEGINNING CASH		200.00
400 - WELLNESS CENTER	02/01/24	4660	CITY OF LINDSAY	W.C. BEGINNING CASH		150.00
<b>25323</b>						<b>\$280.00</b>
101 - GENERAL FUND	02/01/24	6672	COLBY'S TIRE,TOWING	TOW/HOOK FEE-#8LLA2		280.00
<b>25324</b>						<b>\$136.19</b>
101 - GENERAL FUND	02/01/24	4717	COUNTY OF TULARE /	DEC. PRINTING SERVI		136.19
<b>25325</b>						<b>\$172.50</b>
101 - GENERAL FUND	02/01/24	4567	COUNTY OF TULARE IT	TIMER WIRE FOR RADI		172.50
<b>25326</b>						<b>\$275.00</b>
101 - GENERAL FUND	02/01/24	7072	CPRS DISTRICT 7	2 TICKETS & 2 AWARD		130.00
400 - WELLNESS CENTER	02/01/24	7072	CPRS DISTRICT 7	3 TICKETS & 1 AWARD		145.00
<b>25327</b>						<b>\$781.00</b>
101 - GENERAL FUND	02/01/24	316	DEPT OF JUSTICE	DEC. FINGERPRINTS		66.00
101 - GENERAL FUND	02/01/24	316	DEPT OF JUSTICE	DEC. FINGERPRINTS		260.00
101 - GENERAL FUND	02/01/24	316	DEPT OF JUSTICE	NOV. ALCOHOL ANALYS		455.00
<b>25328</b>						<b>\$1,201.55</b>
781 - CAL HOME RLF	02/01/24	2540	DEPT.OF HOUSING & C	1/15/24CALHOME TO H		1,201.55
<b>25329</b>						<b>\$1,066.36</b>
700 - CDBG REVOLVING LN FUND	02/01/24	2540	DEPT.OF HOUSING & C	1/15/24 CDBG TO HCD		1,066.36
<b>25330</b>						<b>\$12,042.29</b>
720 - HOME REVOLVING LN FUND	02/01/24	2540	DEPT.OF HOUSING & C	1/15/24 HOME TO HCD		12,042.29
<b>25331</b>						<b>\$1,707.00</b>
779 - 00-HOME-0487	02/01/24	6084	FARMERS INSURANCE E	265 GALE HILL-G STE		1,707.00
<b>25332</b>						<b>\$128.74</b>
101 - GENERAL FUND	02/01/24	1450	FRESNO OXYGEN & WEL	D,E,SML,MED CYLINDE		128.74
<b>25333</b>						<b>\$1,049.52</b>
552 - WATER	02/01/24	137	FRIANT WATER AUTHOR	SLDMWA EXCHANGE COS		1,049.52

<b>25334</b>						<b>\$42.50</b>
	552 - WATER	02/01/24	1925	FRUIT GROWERS SUPPL	CHECKING WATER EQUI	42.50
<b>25335</b>						<b>\$5,002.00</b>
	101 - GENERAL FUND	02/01/24	7199	GENERAL MEDICAL DEV	PEDI-PADZ ELECTRODE	5,002.00
<b>25336</b>						<b>\$248.76</b>
	101 - GENERAL FUND	02/01/24	148	GOMEZ AUTO & SMOG	LIC#1405531-BRAKE L	248.76
<b>25337</b>						<b>\$2,801.14</b>
	101 - GENERAL FUND	02/01/24	1391	HOME DEPOT	DEFIANT HARTFORD PA	57.87
	101 - GENERAL FUND	02/01/24	1391	HOME DEPOT	BLOWERS & TRIMMERS	2,743.27
<b>25338</b>						<b>\$1,947.15</b>
	101 - GENERAL FUND	02/01/24	7200	INFOARMOR INC	FEB 2024 IDENTITY P	158.55
	101 - GENERAL FUND	02/01/24	7200	INFOARMOR INC	JAN 2024 IDENTITY P	158.55
	101 - GENERAL FUND	02/01/24	7200	INFOARMOR INC	MAR22-DEC23 ALLSTAT	1,630.05
<b>25339</b>						<b>\$425.00</b>
	101 - GENERAL FUND	02/01/24	6346	JEFF PFEIFFER	JAN. SQUIRREL TREATMENT	425.00
<b>25340</b>						<b>\$6,742.00</b>
	101 - GENERAL FUND	02/01/24	214	LEAGUE OF CALIF CIT	2024 MEMBERSHIP DUE	3,269.06
	101 - GENERAL FUND	02/01/24	214	LEAGUE OF CALIF CIT	2024 MEMBERSHIP DUE	3,472.94
<b>25341</b>						<b>\$12,687.00</b>
	101 - GENERAL FUND	02/01/24	4076	LIEBERT CASSIDY WHI	MATTER:GENERAL	1,264.50
	101 - GENERAL FUND	02/01/24	4076	LIEBERT CASSIDY WHI	MATTER:NEGOTIATIONS	8,236.00
	101 - GENERAL FUND	02/01/24	4076	LIEBERT CASSIDY WHI	MATTER:RULES REVISI	1,261.50
	101 - GENERAL FUND	02/01/24	4076	LIEBERT CASSIDY WHI	MATTER:TRAINING	1,925.00
<b>25342</b>						<b>\$214.00</b>
	101 - GENERAL FUND	02/01/24	5424	LINDSAY VETERINARY	1/3/24 ANIMAL SERVI	214.00
<b>25343</b>						<b>\$3,268.20</b>
	101 - GENERAL FUND	02/01/24	6550	MARIO SAGREDO ELECT	CITY HALL CLOCK CHIME	3,043.20
	553 - SEWER	02/01/24	6550	MARIO SAGREDO ELECT	WW-SEPERATOR MOTOR	225.00
<b>25344</b>						<b>\$100.00</b>
	720 - HOME REVOLVING LN FUND	02/01/24	7198	MARTHA & GREGORIO S	REFUND-LOAN OVER PAYMENT	100.00
<b>25345</b>						<b>\$625.11</b>
	101 - GENERAL FUND	02/01/24	6162	MUNISERVICES	STARS CA-Q2 2023	625.11
<b>25346</b>						<b>\$756.99</b>
	101 - GENERAL FUND	02/01/24	5625	NGLIC-SUPERIOR VISI	FEB. 2024 VISION PLAN	756.99
<b>25347</b>						<b>\$120.00</b>
	400 - WELLNESS CENTER	02/01/24	4323	OASIS	WC-740 SEQUOIA MONITORING	120.00
<b>25348</b>						<b>\$602.69</b>
	552 - WATER	02/01/24	6673	PACE SUPPLY CORP	BOX CONCRETES	602.69
<b>25349</b>						<b>\$1,855.69</b>
	552 - WATER	02/01/24	6498	PACWEST DIRECT	1/8/24 UB LASER PRI	927.85
	553 - SEWER	02/01/24	6498	PACWEST DIRECT	1/8/24 UB LASER PRI	927.84
<b>25350</b>						<b>\$20.75</b>
	101 - GENERAL FUND	02/01/24	272	PITNEY BOWES INC.	INK PAD RPLC KIT	20.75
<b>25351</b>						<b>\$4,642.96</b>
	101 - GENERAL FUND	02/01/24	6991	PREMIER ACCESS INSU	FEB. 2024 DENTAL PL	4,642.96
<b>25352</b>						<b>\$24,281.70</b>
	101 - GENERAL FUND	02/01/24	399	QUAD KNOFF,INC.	GEN PLANNING SERVIC	624.80
	101 - GENERAL FUND	02/01/24	399	QUAD KNOFF,INC.	ZO AMENDMENT CANNAB	1,536.00
	101 - GENERAL FUND	02/01/24	399	QUAD KNOFF,INC.	2023 GEN. ENGINEERI	7,297.90
	101 - GENERAL FUND	02/01/24	399	QUAD KNOFF,INC.	GEN ENGINEERING SVC	956.10
	263 - TRANSPORTATION	02/01/24	399	QUAD KNOFF,INC.	TRANSIT CENTER	13,773.10
	600 - CAPITAL IMPROVEMENT	02/01/24	399	QUAD KNOFF,INC.	LINDA VISTA LOOP&VA	93.80
<b>25353</b>						<b>\$387.50</b>
	101 - GENERAL FUND	02/01/24	5684	QUIK-ROOTER	CLEANED OUT DRAINS	387.50
<b>25354</b>						<b>\$288.44</b>
	101 - GENERAL FUND	02/01/24	285	QUILL CORPORATION	FIRST AID KIT	24.78
	101 - GENERAL FUND	02/01/24	285	QUILL CORPORATION	RUBBER BAND,POST-IT	108.67
	101 - GENERAL FUND	02/01/24	285	QUILL CORPORATION	OFFICE CHAIR	154.99
<b>25355</b>						<b>\$591.20</b>
	552 - WATER	02/01/24	7197	ROCHE OIL INC	GUARDSMAN 32 DEEP W	591.20
<b>25356</b>						<b>\$14,715.40</b>
	600 - CAPITAL IMPROVEMENT	02/01/24	7119	SEAL RITE PAVING AN	VALENCIA&LINDA VIST	14,715.40
<b>25357</b>						<b>\$5,380.13</b>
	101 - GENERAL FUND	02/01/24	310	SOUTHERN CA. EDISON	700271196179-LATE F	0.13
	101 - GENERAL FUND	02/01/24	310	SOUTHERN CA. EDISON	700345129983-LATE F	0.40
	101 - GENERAL FUND	02/01/24	310	SOUTHERN CA. EDISON	700439853113-LATE F	0.43
	101 - GENERAL FUND	02/01/24	310	SOUTHERN CA. EDISON	700477296224-LATE F	0.48
	101 - GENERAL FUND	02/01/24	310	SOUTHERN CA. EDISON	700477332697-LATE F	0.57
	101 - GENERAL FUND	02/01/24	310	SOUTHERN CA. EDISON	700506806452-LATE F	0.19
	261 - GAS TAX FUND	02/01/24	310	SOUTHERN CA. EDISON	108 HERMOSA PED	49.14
	261 - GAS TAX FUND	02/01/24	310	SOUTHERN CA. EDISON	108 W HERMOSA LS3	24.10
	261 - GAS TAX FUND	02/01/24	310	SOUTHERN CA. EDISON	135 W HONOLULU LS3A	102.71
	261 - GAS TAX FUND	02/01/24	310	SOUTHERN CA. EDISON	150 E HONOLULU LS3B	115.14
	261 - GAS TAX FUND	02/01/24	310	SOUTHERN CA. EDISON	151 W HONOLULU LS3C	96.48
	261 - GAS TAX FUND	02/01/24	310	SOUTHERN CA. EDISON	151 W SAMOA LS3D	86.06
	261 - GAS TAX FUND	02/01/24	310	SOUTHERN CA. EDISON	157 N MIRAGE LED	34.51
	261 - GAS TAX FUND	02/01/24	310	SOUTHERN CA. EDISON	269 N SWEETBRIAR AV	69.57
	400 - WELLNESS CENTER	02/01/24	310	SOUTHERN CA. EDISON	740 SEQUOIA-POOL	4,800.22

<b>25358</b>						<b>\$69.96</b>
	101 - GENERAL FUND	02/01/24	6413	TRANS UNION LLC	11/26/23-12/25/23 S	69.96
<b>25359</b>						<b>\$58.00</b>
	101 - GENERAL FUND	02/01/24	6015	TULARE COUNTY CLERK	CUP#24-01 598 N CA-	58.00
<b>25360</b>						<b>\$40.00</b>
	101 - GENERAL FUND	02/01/24	6015	TULARE COUNTY CLERK	#04-06 M. RODRIGUEZ	40.00
<b>25361</b>						<b>\$237.51</b>
	400 - WELLNESS CENTER	02/01/24	5401	ULINE	FIRE EXTINGUISHERS	237.51
<b>25362</b>						<b>\$2,211.84</b>
	101 - GENERAL FUND	02/01/24	5747	USA STAFFING INC.	1/21/24 FD-MARIA M.	184.32
	101 - GENERAL FUND	02/01/24	5747	USA STAFFING INC.	1/28/24 FD-MARIA M.	138.24
	101 - GENERAL FUND	02/01/24	5747	USA STAFFING INC.	1/14/24 PS-DANA G.	921.60
	552 - WATER	02/01/24	5747	USA STAFFING INC.	1/21/24 FD-MARIA M.	184.32
	552 - WATER	02/01/24	5747	USA STAFFING INC.	1/28/24 FD-MARIA M.	138.24
	553 - SEWER	02/01/24	5747	USA STAFFING INC.	1/21/24 FD-MARIA M.	184.32
	553 - SEWER	02/01/24	5747	USA STAFFING INC.	1/28/24 FD-MARIA M.	138.24
	554 - REFUSE	02/01/24	5747	USA STAFFING INC.	1/21/24 FD-MARIA M.	184.32
	554 - REFUSE	02/01/24	5747	USA STAFFING INC.	1/28/24 FD-MARIA M.	138.24
<b>25363</b>						<b>\$1,257.80</b>
	552 - WATER	02/01/24	2960	UNITED STATES BUREA	5-07-20 W428-LTR1-P	1,257.80
<b>25364</b>						<b>\$7,678.49</b>
	552 - WATER	02/01/24	2960	UNITED STATES BUREA	5-07-20 W428-LTR1-P	7,678.49
<b>25365</b>						<b>\$10,361.50</b>
	552 - WATER	02/01/24	2960	UNITED STATES BUREA	5-07-20 W428-LTR1-P	10,361.50
<b>25366</b>						<b>\$132.64</b>
	101 - GENERAL FUND	02/01/24	1041	VERIZON WIRELESS	642065758-00003 DEC	22.11
	101 - GENERAL FUND	02/01/24	1041	VERIZON WIRELESS	642065758-00003 DEC	22.11
	101 - GENERAL FUND	02/01/24	1041	VERIZON WIRELESS	642065758-00003 DEC	22.11
	552 - WATER	02/01/24	1041	VERIZON WIRELESS	642065758-00003 DEC	22.11
	553 - SEWER	02/01/24	1041	VERIZON WIRELESS	642065758-00003 DEC	22.10
	554 - REFUSE	02/01/24	1041	VERIZON WIRELESS	642065758-00003 DEC	22.10
<b>25367</b>						<b>\$24,810.79</b>
	306 - COVID-19 ARPA FUND	02/01/24	5344	99 PIPE LINE INC.	#5 LAFAYETTE RETENTTION	24,810.79
<b>941-4T</b>						<b>\$7.45</b>
	101 - GENERAL FUND	01/25/24	2011	INTERNAL REVENUE SE	941 4TH QTR 2023 FE	7.45
<b>CHEV12</b>						<b>\$10,321.89</b>
	101 - GENERAL FUND	01/08/24	6408	WEX BANK	PS-11/24/23-12/23/2	6,645.91
	101 - GENERAL FUND	01/08/24	6408	WEX BANK	CS-11/24/23-12/23/2	213.19
	101 - GENERAL FUND	01/08/24	6408	WEX BANK	CS-11/24/23-12/23/2	676.61
	101 - GENERAL FUND	01/08/24	6408	WEX BANK	CS-11/24/23-12/23/2	694.11
	261 - GAS TAX FUND	01/08/24	6408	WEX BANK	CS-11/24/23-12/23/2	133.96
	552 - WATER	01/08/24	6408	WEX BANK	CS-11/24/23-12/23/2	593.31
	553 - SEWER	01/08/24	6408	WEX BANK	CS-11/24/23-12/23/2	1,273.45
	554 - REFUSE	01/08/24	6408	WEX BANK	CS-11/24/23-12/23/2	91.35
<b>EDD112</b>						<b>\$6,225.65</b>
	101 - GENERAL FUND	01/16/24	687	STATE OF CALIFORNIA	EDD PRPD 01/12/2024	6,225.65
<b>IMP123</b>						<b>\$30,433.30</b>
	779 - 00-HOME-0487	01/30/24	2784	CITY OF LINDSAY - F	REIMBURSE OCT-DEC23	30,433.30
<b>IRS112</b>						<b>\$47,304.28</b>
	101 - GENERAL FUND	01/16/24	2011	INTERNAL REVENUE SE	941 PRPD 01/12/2024	17,657.60
	101 - GENERAL FUND	01/16/24	2011	INTERNAL REVENUE SE	941 PRPD 01/12/2024	29,646.68
<b>MET103</b>						<b>\$440.34</b>
	101 - GENERAL FUND	01/03/24	6767	METLIFE	DEC 2023 METLIFE	220.17
	101 - GENERAL FUND	01/03/24	6767	METLIFE	NOV 2023 METLIFE	220.17
<b>NAVI12</b>						<b>\$424.22</b>
	101 - GENERAL FUND	01/26/24	4924	NAVIA BENEFIT SOLUT	NAVIA FSA 1/26/24	424.22
<b>NAVIA0</b>						<b>\$15.92</b>
	101 - GENERAL FUND	01/05/24	4924	NAVIA BENEFIT SOLUT	FSA 1/5/2024	15.92
<b>NAVIA0</b>						<b>\$156.70</b>
	101 - GENERAL FUND	01/09/24	4924	NAVIA BENEFIT SOLUT	COBRA FEE DEC2023	56.70
	101 - GENERAL FUND	01/09/24	4924	NAVIA BENEFIT SOLUT	SEC 125 FEE DEC 202	100.00
<b>NAVIA1</b>						<b>\$1,229.70</b>
	101 - GENERAL FUND	01/12/24	4924	NAVIA BENEFIT SOLUT	NAVIA FSA 1/12/24	1,229.70
<b>NAVIA1</b>						<b>\$442.64</b>
	101 - GENERAL FUND	01/19/24	4924	NAVIA BENEFIT SOLUT	FSA 1/19/24	442.64
<b>PPAADA</b>						<b>\$28.74</b>
	101 - GENERAL FUND	01/17/24	457	PUBLIC EMPLOYEES RE	PPA A DASILVA	9.60
	101 - GENERAL FUND	01/17/24	457	PUBLIC EMPLOYEES RE	PPA A DASILVA	19.14
<b>SRV122</b>						<b>\$37,041.47</b>
	101 - GENERAL FUND	01/17/24	457	PUBLIC EMPLOYEES RE	25354 CTPD12/10-12/	613.51
	101 - GENERAL FUND	01/17/24	457	PUBLIC EMPLOYEES RE	25354 MBPD12/10-12/	623.02
	101 - GENERAL FUND	01/17/24	457	PUBLIC EMPLOYEES RE	25355 CTPD12/10-12/	3,257.51
	101 - GENERAL FUND	01/17/24	457	PUBLIC EMPLOYEES RE	25355 MBPD12/10-12/	3,307.98
	101 - GENERAL FUND	01/17/24	457	PUBLIC EMPLOYEES RE	26330 CTPD12/10-12/	2,675.15
	101 - GENERAL FUND	01/17/24	457	PUBLIC EMPLOYEES RE	26330 MBPD12/10-12/	2,699.49
	101 - GENERAL FUND	01/17/24	457	PUBLIC EMPLOYEES RE	433 CTPD12/10-12/23	7,723.75
	101 - GENERAL FUND	01/17/24	457	PUBLIC EMPLOYEES RE	433 MBPD12/10-12/23	3,800.10
	101 - GENERAL FUND	01/17/24	457	PUBLIC EMPLOYEES RE	434 CTPD12/10-12/23	9,026.82
	101 - GENERAL FUND	01/17/24	457	PUBLIC EMPLOYEES RE	434 MBPD12/10-12/23	3,314.14

<b>SRV124</b>					<b>\$39,701.31</b>
101 - GENERAL FUND	01/17/24	457	PUBLIC EMPLOYEES RE	25354 MBPD12/24-1/0	745.79
101 - GENERAL FUND	01/17/24	457	PUBLIC EMPLOYEES RE	25354 MBPD12/24-1/0	734.40
101 - GENERAL FUND	01/17/24	457	PUBLIC EMPLOYEES RE	25355 MBPD12/24-1/0	3,566.52
101 - GENERAL FUND	01/17/24	457	PUBLIC EMPLOYEES RE	25355 MBPD12/24-1/0	3,512.08
101 - GENERAL FUND	01/17/24	457	PUBLIC EMPLOYEES RE	26330 MBPD12/24-1/0	3,224.75
101 - GENERAL FUND	01/17/24	457	PUBLIC EMPLOYEES RE	26330 MBPD12/24-1/0	3,195.66
101 - GENERAL FUND	01/17/24	457	PUBLIC EMPLOYEES RE	433 MBPD12/24-1/06	3,682.76
101 - GENERAL FUND	01/17/24	457	PUBLIC EMPLOYEES RE	433 MBPD12/24-1/06	7,489.78
101 - GENERAL FUND	01/17/24	457	PUBLIC EMPLOYEES RE	434 MBPD12/24-1/06	3,642.28
101 - GENERAL FUND	01/17/24	457	PUBLIC EMPLOYEES RE	434 MBPD12/24-1/06	9,907.29
<b>UBNK1222</b>					<b>\$6,715.44</b>
101 - GENERAL FUND	01/08/24	6326	CORPORATE PAYMENT S	WALMART-PARADE CANDY	65.86
101 - GENERAL FUND	01/08/24	6326	CORPORATE PAYMENT S	ADOBE	9.99
101 - GENERAL FUND	01/08/24	6326	CORPORATE PAYMENT S	ZOOM	16.95
101 - GENERAL FUND	01/08/24	6326	CORPORATE PAYMENT S	FOOD FOR COUNCIL STAFF	49.40
101 - GENERAL FUND	01/08/24	6326	CORPORATE PAYMENT S	FUEL	56.96
101 - GENERAL FUND	01/08/24	6326	CORPORATE PAYMENT S	HOTEL-MJBIZCON EXPO	473.92
101 - GENERAL FUND	01/08/24	6326	CORPORATE PAYMENT S	PARKING FEE-MJBIZCO	45.00
101 - GENERAL FUND	01/08/24	6326	CORPORATE PAYMENT S	TARGET-XMAS GIFT WR	4.34
101 - GENERAL FUND	01/08/24	6326	CORPORATE PAYMENT S	TAXI-CM MEETING	37.09
101 - GENERAL FUND	01/08/24	6326	CORPORATE PAYMENT S	XMAS DINNER DECOR	50.38
101 - GENERAL FUND	01/08/24	6326	CORPORATE PAYMENT S	ZOOM	14.41
101 - GENERAL FUND	01/08/24	6326	CORPORATE PAYMENT S	ABCS MUNICIPAL FINA	100.00
101 - GENERAL FUND	01/08/24	6326	CORPORATE PAYMENT S	BAGGAGE FEE-SEMINAR	60.00
101 - GENERAL FUND	01/08/24	6326	CORPORATE PAYMENT S	BREAKFAST-CLERKS SE	10.76
101 - GENERAL FUND	01/08/24	6326	CORPORATE PAYMENT S	HOTEL-CLERKS SEMINA	598.24
101 - GENERAL FUND	01/08/24	6326	CORPORATE PAYMENT S	LUNCH-CLERKS SEMINA	13.47
101 - GENERAL FUND	01/08/24	6326	CORPORATE PAYMENT S	PARKING FEE-CLERKS	45.00
101 - GENERAL FUND	01/08/24	6326	CORPORATE PAYMENT S	SNACK-CLERKS SEMINA	12.50
101 - GENERAL FUND	01/08/24	6326	CORPORATE PAYMENT S	SNACKS-CLERKS SEMIN	16.00
101 - GENERAL FUND	01/08/24	6326	CORPORATE PAYMENT S	UBER-CLERKS SEMINAR	45.84
101 - GENERAL FUND	01/08/24	6326	CORPORATE PAYMENT S	TARGET-HOLIDAY BASK	136.53
101 - GENERAL FUND	01/08/24	6326	CORPORATE PAYMENT S	AMAZON-ENVELOPES	19.56
101 - GENERAL FUND	01/08/24	6326	CORPORATE PAYMENT S	BOTACH-HANDGUN LIGH	230.39
101 - GENERAL FUND	01/08/24	6326	CORPORATE PAYMENT S	CONWAY SHIELD-HELME	120.46
101 - GENERAL FUND	01/08/24	6326	CORPORATE PAYMENT S	COSTCO-PHOTO CARDS	92.94
101 - GENERAL FUND	01/08/24	6326	CORPORATE PAYMENT S	DOLLAR TREE-CANDLES	23.21
101 - GENERAL FUND	01/08/24	6326	CORPORATE PAYMENT S	DOLLAR TREE-GIFT BAG	1.36
101 - GENERAL FUND	01/08/24	6326	CORPORATE PAYMENT S	EBAY-MEDALS OF VALOR	19.05
101 - GENERAL FUND	01/08/24	6326	CORPORATE PAYMENT S	LUNCH-TOY PICK UP	21.30
101 - GENERAL FUND	01/08/24	6326	CORPORATE PAYMENT S	MARSHALLS-GIFT BASK	106.96
101 - GENERAL FUND	01/08/24	6326	CORPORATE PAYMENT S	NAT EMBLEM-PATCHES	451.91
101 - GENERAL FUND	01/08/24	6326	CORPORATE PAYMENT S	NOTARY TRAINING	31.00
101 - GENERAL FUND	01/08/24	6326	CORPORATE PAYMENT S	OATH OF NOTARY-TU C	60.75
101 - GENERAL FUND	01/08/24	6326	CORPORATE PAYMENT S	RITE AID-CANDY CANE	72.00
101 - GENERAL FUND	01/08/24	6326	CORPORATE PAYMENT S	RITE AID-SODA,CANDY	95.00
101 - GENERAL FUND	01/08/24	6326	CORPORATE PAYMENT S	SMART&FINAL-COFFEE,	64.65
101 - GENERAL FUND	01/08/24	6326	CORPORATE PAYMENT S	SMART&FINAL-PLATES,	99.57
101 - GENERAL FUND	01/08/24	6326	CORPORATE PAYMENT S	UPRINT-BUSINESS CAR	205.24
101 - GENERAL FUND	01/08/24	6326	CORPORATE PAYMENT S	AMAZON-ICE MACHINE	97.62
101 - GENERAL FUND	01/08/24	6326	CORPORATE PAYMENT S	C.O.S.-G.I.S. CLASS	346.00
101 - GENERAL FUND	01/08/24	6326	CORPORATE PAYMENT S	CANVA SOFTWARE	119.99
101 - GENERAL FUND	01/08/24	6326	CORPORATE PAYMENT S	REPLACE MISSING KEY	17.41
101 - GENERAL FUND	01/08/24	6326	CORPORATE PAYMENT S	GIFT CARDS FOR HOMELESS	189.42
400 - WELLNESS CENTER	01/08/24	6326	CORPORATE PAYMENT S	AMAZON-DESK	358.86
400 - WELLNESS CENTER	01/08/24	6326	CORPORATE PAYMENT S	AMAZON-REMOTE HOLDE	22.81
400 - WELLNESS CENTER	01/08/24	6326	CORPORATE PAYMENT S	AMAZON-TV MOUNT	69.60
400 - WELLNESS CENTER	01/08/24	6326	CORPORATE PAYMENT S	AMAZON-TV'S FOR GYM	1,099.48
400 - WELLNESS CENTER	01/08/24	6326	CORPORATE PAYMENT S	DOLLARTREE-CANDY CA	60.00
400 - WELLNESS CENTER	01/08/24	6326	CORPORATE PAYMENT S	EMPLOYEE DINNER PRI	74.55
400 - WELLNESS CENTER	01/08/24	6326	CORPORATE PAYMENT S	ETSY-XMAS CARD DESI	68.68
400 - WELLNESS CENTER	01/08/24	6326	CORPORATE PAYMENT S	EXPEDIA-CPRS CONFER	276.41
400 - WELLNESS CENTER	01/08/24	6326	CORPORATE PAYMENT S	EXPEDIA-TRIP PROTEC	21.42
400 - WELLNESS CENTER	01/08/24	6326	CORPORATE PAYMENT S	KD-CUSTOM TUMBLERS	45.00
400 - WELLNESS CENTER	01/08/24	6326	CORPORATE PAYMENT S	SHUTTERFLY-XMAS CAR	171.68
400 - WELLNESS CENTER	01/08/24	6326	CORPORATE PAYMENT S	SPOTIFY	10.99
400 - WELLNESS CENTER	01/08/24	6326	CORPORATE PAYMENT S	TONY'S-STAFF MEETING	87.53
<b>UI0126</b>					<b>\$602.00</b>
101 - GENERAL FUND	01/26/24	687	STATE OF CALIFORNIA	UI 10/1/-12/31/2023	602.00
<b>USB124</b>					<b>\$171,769.87</b>
101 - GENERAL FUND	01/24/24	430	US BANK TRUST NA	2012 BOND CASH ON H	(4,286.38)
101 - GENERAL FUND	01/24/24	430	US BANK TRUST NA	2012 MCD BON PRIN	155,000.00
101 - GENERAL FUND	01/24/24	430	US BANK TRUST NA	2012 MCD BOND INT	21,056.25
<b>USDA12</b>					<b>\$109,874.00</b>
552 - WATER	12/11/23	1123	USDA RURAL DEVELOPM	LOAN 91-06 INT	46,484.66
552 - WATER	12/11/23	1123	USDA RURAL DEVELOPM	LOAN 91-06 PRIN	63,389.34
<b>USDA12</b>					<b>\$37,695.58</b>
400 - WELLNESS CENTER	01/22/24	1123	USDA RURAL DEVELOPM	LOAN 97-13 INT	37,695.58

**SUMMARY BY FUNDING SOURCE**

101 - GENERAL FUND	567,555.28
261 - GAS TAX FUND	2,104.72
263 - TRANSPORTATION	13,773.10
306 - COVID-19 ARPA FUND	24,810.79
400 - WELLNESS CENTER	63,155.71
552 - WATER	162,829.20
553 - SEWER	8,687.77
554 - REFUSE	370,268.20
556 - VITA-PAKT	52,448.09
600 - CAPITAL IMPROVEMENT	16,464.20
700 - CDBG REVOLVING LN FUND	1,066.36
720 - HOME REVOLVING LN FUND	12,142.29
779 - 00-HOME-0487	31,826.00
781 - CAL HOME RLF	1,201.55
883 - SIERRA VIEW ASSESSMENT	989.35
884 - HERITAGE ASSESSMENT DIST	440.50
886 - SAMOA	257.24
887 - SWEETBRIER TOWNHOUSES	511.78
888 - PARKSIDE	720.45
889 - SIERRA VISTA ASSESSMENT	302.80
890 - MAPLE VALLEY ASSESSMENT	296.38
891 - PELOUS RANCH	2,522.47
<b>TOTAL</b>	<b>\$ 1,334,374.23</b>



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

**CASH RESOURCES**

LOCATION	GL ACCOUNT #	TYPE	BALANCE
Cash Register Funds (City Hall & Wellness)	100-102	RES	\$700
Bank of the Sierra- Depository Account	100-114	GEN	1,634,092
Bank of the Sierra - AP/Operating	100-100	GEN	-
Bank of the Sierra - Payroll	100-106	GEN	-
Bank of the Sierra - Wellness Center	100-500	GEN	295,023
Bank of the Sierra - Impound Account	100-120	RES	21,637
LAIF Savings: City & Successor Agency	100-103	INV-RES	4,606,897
MBS Investments	100-700	INV-RES	5,638,251
<b>TOTAL</b>			<b>\$12,196,600</b>

**CASH EXPENDED**

ACCOUNTS PAYABLE & PAYROLL	AMOUNT
Accounts Payable	\$1,506,267
Payroll (January 12 Payday)	\$369,873
Payroll (January 26 Payday)	\$314,634
<b>TOTAL</b>	<b>\$ 2,190,774</b>

DEBT SERVICE	AMOUNT
Wellness Center	\$37,696
Fire Engine	\$91,143
DOT	\$49,861
Mcdermont	\$171,770
<b>TOTAL</b>	<b>\$ 350,470</b>

**INVESTMENTS**

**INVESTMENT POLICY COMPLIANCE**

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

<b>INVESTED FUNDS</b>	<b>\$10,245,148</b>
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Respectfully submitted,

*Armando Da Silva*

Acting City Manager  
 City of Lindsay

**ABBREVIATIONS**

GEN: GENERAL UNRESTRICTED  
 RES: RESTRICTED ACTIVITY  
 INV: INVESTMENT



## STAFF REPORT

TO: Lindsay City Council  
 FROM: Francesca Quintana, City Clerk & Assistant to the City Manager  
 DEPARTMENT: City Manager  
 ITEM NO.: 9.4  
 MEETING DATE: February 13, 2024

### ACTION & RECOMMENDATION

Consider the Approval of Resolution No. 24-05, A Resolution of the City Council of the City of Lindsay Amending Authorized Signers for Bank Accounts Under EIN#94-6000357, CalPERS Retirement Plan, Deferred Compensation Plan, Local Agency Investment Fund, and Multi-Bank Securities Inc. Account.

Staff recommends that Council pass and adopt Resolution 24-05 to allow for improved continuity in delivery of financial services provided by the City of Lindsay to its current and former employees, as well as its vendors by directly addressing the number of authorized signers available to conduct financial transactions on behalf of the City.

### BACKGROUND | ANALYSIS

In accordance with the City’s Financial Institutions requiring a formal Council resolution in the event of a change of signers and/or authorized Plan Trustees and personnel, it is requested that Council consider the approval of Resolution No. 24-05, amending authorized signers for City of Lindsay accounts as reflected in Table 1 of this report.

**Table 1**

Account(s)	Authorized Position(s)
Bank of the Sierra Bank Accounts <ul style="list-style-type: none"> <li>• XXXX4370 City of Lindsay Wellness Center/El Dorado Account</li> <li>• XXXX2170 City of Lindsay Impound Account</li> <li>• XXXX9563 City of Lindsay Depository</li> </ul>	City Manager Director of Finance *City Clerk & Assistant to the City Manager *Director of Public Safety *Mayor
Local Agency Investment Fund (LAIF) <ul style="list-style-type: none"> <li>• XXXX4454 Local Agency Investment Fund</li> </ul>	City Manager Director of Finance *Finance Administrative Supervisor *City Clerk & Assistant to the City Manager *Director of Public Safety



	*Mayor
California Public Employees' Retirement System (CalPERS)	City Manager Director of Finance *City Clerk & Assistant to the City Manager *Director of Public Safety *Mayor
457 Deferred Compensation Plan <ul style="list-style-type: none"> <li>Employee Defined Contribution Plan</li> </ul>	City Manager Director of Finance Human Resources Manager Finance Administrative Supervisor *City Clerk & Assistant to the City Manager *Director of Public Safety *Mayor
MULTI-BANK SECURITIES, INC. (MBS) <ul style="list-style-type: none"> <li>RMB-040122</li> </ul>	City Manager Director of Finance *Administrative Supervisor *City Clerk & Assistant to the City Manager *Director of Public Safety *Mayor

*\*Authorized **only** in the following circumstances: 1) both the City Manager and Director of Finance are absent **and** has gained verbal or written authorization from either the City Manager or Director of Finance prior to signing **or** 2) either the City Manager or Director of Finance are absent, and a second signature is required and has gained verbal or written authorization from either the City Manager or Director of Finance prior to signing.*

In accordance with the Successors and Assigns clause, the City Manager, in addition to the Mayor, shall retain authorization to sign all legal documents on behalf of the City as may be required unless otherwise specified.

**FISCAL IMPACT**

- No fiscal impact to approve this action.

**ATTACHMENTS**

- Resolution No. 24-05



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

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**NUMBER** 24-05

**TITLE** CONSIDER THE APPROVAL OF RESOLUTION 22-57, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY AMENDING AUTHORIZED SIGNERS FOR BANK ACCOUNTS UNDER EIN#94-6000357, CALPERS RETIREMENT PLAN, DEFERRED COMPENSATION PLAN, LOCAL AGENCY INVESTMENT FUND, AND MULTI-BANK SECURITIES INC. ACCOUNT

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

**WHEREAS**, the City of Lindsay, a political subdivision of the State of California has various Bank accounts for the exclusive needs of the City of Lindsay; and

**WHEREAS**, the City of Lindsay has identified the need to amend signers on the City Bank Accounts, CalPERS Retirement Plan, Deferred Compensation Plan, Local Agency Investment Fund, Multi-Bank Securities Inc. Account and authorization for those signers; and

**WHEREAS**, the City Council recognizes that the Lindsay Municipal Code allows for the City Council to authorize designated signers via Resolution.

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

- SECTION 1. The above recitals are all true and correct.
- SECTION 2. The City of Lindsay hereby authorizes amending signers on the City of Lindsay Bank and Investment Accounts (EIN#94-6000357), CalPERS Retirement Plan, City of Lindsay Deferred Compensation Plan, Local Agency Investment Fund, and Multi-Bank Securities Inc. Account via Resolution as described by Lindsay Municipal Code, Section 3.01.
- SECTION 3. The following shall be retained as authorized signers for the City of Lindsay Bank Accounts under City of Lindsay EIN#94-6000357, adding the Director of Public Safety, and Mayor, and removing all currently authorized account signers who have since been removed



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

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from their duties as agents for the City of Lindsay, and retaining the Director of Finance, City Manager, and City Clerk & Assistant to the City Manager.

- SECTION 4. The following shall be retained as authorized signers for the City of Lindsay Accounts, adding the Director of Public Safety, Mayor, and Finance Administrative Supervisor to the Local Agency Investment Fund, and retaining the Director of Finance, City Manager, and City Clerk & Assistant to the City Manager.
- SECTION 5. The following shall be retained as authorized signers for the City of Lindsay Accounts, adding the Director of Public Safety and Mayor to CalPERS Retirement, and retaining the Director of Finance, City Manager, and City Clerk & Assistant to the City Manger.
- SECTION 6. The following shall be retained as authorized signers for the City of Lindsay Accounts, adding the Director of Public Safety and Mayor to the Deferred Compensation Plan, and retaining the Director of Finance, Human Resources Manager, Finance Administrative Supervisor, City Manager, and City Clerk & Assistant to the City Manager.
- SECTION 7. The following shall be retained as authorized signers for the City of Lindsay Accounts, adding the Director of Public Safety, Mayor, and Finance Administrative Supervisor to the Multi-Bank Securities Inc. Account, and retaining the Director of Finance City Manager, and City Clerk & Assistant to the City Manager.
- SECTION 8. This resolution shall take effect immediately upon its approval and adoption.
- SECTION 9. 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 his duly appointed deputy, is directed to attest thereto.



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

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

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

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

\_\_\_\_\_  
FRANCESCA QUINTANA  
CITY CLERK

\_\_\_\_\_  
RAMONA CAUDILLO  
MAYOR



## Military Banner Program Policy

**PURPOSE:** It is the purpose of this policy to establish regulations under which the City of Lindsay will permit the use of streetlight poles to display Military Banners. The display of the Military Banners will pay homage to our veteran community, contribute to the community’s quality of life, while lending a special character to the City. The Military Banner Program is to be used for the benefit of recognizing those who are currently serving or who have served in our United States Armed Forces.

**ELIGIBILITY:** To qualify, the Honoree must be a current or past member of our United States Armed Forces. The Honoree must have lived or be currently living within the City of Lindsay area, as defined by the boundaries of the Lindsay Unified School District. Lastly, the Honoree’s discharge from military service must be honorable.

**APPLICATIONS:** The City will begin taking applications on February 15<sup>th</sup>, 2024. Completed applications, photos and payment must be received no later than 5:00 pm on March 8<sup>th</sup>, 2024, to allow adequate time for banner production. The banner application may be obtained at the City of Lindsay Finance Department, The Lindsay Department of Public Safety, or the Lindsay Chamber of Commerce. Banners will be flown year-round, honoring the Honoree’s military service. Should any of your contact information change, the Applicant is responsible for notifying the City of Lindsay.

**PRICING:** Banners cost \$125, which includes design, printing, installation and hardware. Checks are payable to the City of Lindsay, pricing is subject to change. The City of Lindsay is responsible for having the banner produced and installed and the applicant is responsible for its cost. The City will sponsor and waive the banner fee for any nomination that is submitted on behalf of local military personnel that were killed in action (KIA).

**PROCESS:** The Military Banner Program Committee, at minimum, shall consist of at least one employee of the City of Lindsay, at least one member of the Lindsay Chamber of Commerce and at least one member of the public. The committee will assist in the administration of the City of Lindsay’s Military Banner Program by providing recommendations including but not limited to: banner condition assessments/referrals, photo approvals, application guidelines and processing, fee structure, program policy and designated banner-hanging zones. There are a limited number of poles in Lindsay, as such, the City of Lindsay is offering this program on a first-come, first-served basis. The City of Lindsay shall make the final determination of the banner location. Location requests may be made to be near a particular banner (ie: friends/family) installed in the same application period, but specific pole location requests will not be accepted. Once a banner is on a pole, it will not be moved unless determined by the City of Lindsay. Once banners are installed by the City, they will be displayed until the banner starts to show deterioration, or the applicant requests to have it taken down. When the banner loses its integrity, City staff will contact the applicant by phone, email, or by certified mail to arrange for pick up from the City. If an applicant would like to honor their service member again, he/she may purchase another banner at the current banner cost of the program during the next application period. Any banners unclaimed will become property of the City of Lindsay. The City of Lindsay reserves the right not to install a banner if the requirements of this banner program are not met. By submitting an application, the applicant agrees that he/she has permission to use the service member’s likeness and name on the banner. By submitting this application, the applicant also agrees to all the regulations set forth within.

**BANNER SPECIFICATIONS:** The banner will feature a full-color, double-sided design with service member’s name, military branch, years of service and photo. Photograph requirements: Applicant must provide a military photograph (digital or physical) of the service member, preferably dressed in military uniform or from the time of military service. The City of Lindsay is not responsible for lost or damaged photos. Banner information, including military branch and spelling of service member’s name will be taken directly from the application.

I have read and agree to the terms set forth herein.

**APPLICANT’S SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_



# **CITY OF LINDSAY**

## **MILITARY BANNER APPLICATION**



### **Honoree Information:**

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Years of Service: \_\_\_\_\_ to \_\_\_\_\_ Rank Achieved: \_\_\_\_\_

Branch:     Army     Navy     Air Force     Marines     Coast Guard

**KIA** - Honoree was Killed in Action     **POW** - Honoree was a Prisoner of War

### **Applicant Information:**

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

Email Address: \_\_\_\_\_

Relationship to Honoree: \_\_\_\_\_

Photo Provided:    Physical     Digital     (Email to [vduran@lindsay.ca.us](mailto:vduran@lindsay.ca.us))

Payment Type:     Cash     Check     Card    Notes: \_\_\_\_\_

### **2024 APPLICATION PERIOD IS**

*Thursday, February 15th, 2024 through Friday, March 8th, 2024*

**APPLICATIONS AND SIGNED POLICY SHOULD BE SUBMITTED TO THE CITY OF LINDSAY FINANCE DEPARTMENT**

**251 East Honolulu Street, Lindsay, CA**

Questions?

Contact Acting Chief Ryan Heinks or Vanessa Duran @ (559) 562-7120 / [rheinks@lindsay.ca.us](mailto:rheinks@lindsay.ca.us) or [vduran@lindsay.ca.us](mailto:vduran@lindsay.ca.us)



## STAFF REPORT

TO: Lindsay City Council  
FROM: Armando da Silva, Acting City Manager  
DEPARTMENT: City Manager  
ITEM NO.: 11.1  
MEETING DATE: February 13, 2024

### **ACTION & RECOMMENDATION**

Discussion regarding City Council Meeting Translation Services.

As requested by Mayor Pro Tem Serna, this item is informational and presented only for the purpose of discussion. No City Council action is required at this time, though direction from the City Council whether to proceed with this project is appreciated.

### **BACKGROUND | ANALYSIS**

At the City Council meeting on December 12, 2023, numerous Spanish-speaking residents attended and commented on an item listed on the council agenda packet. City Clerk & Assistant to the City Manager Ms. Francesca Quintana assisted and translated each public comment from Spanish to English. Mayor Pro Tem Serna requested that City Staff explore the cost of providing an interpreter for the public attending City Council meetings. Staff contacted the Lindsay School District to obtain information on whom it contracts its services for interpreters at their Lindsay Unified School Board Meeting.

City staff was able to contact Linguistica Interpreting and Translation LLC and was provided the following cost breakdown.

- \$450.00 / 4 hrs.
- Spanish Interpretation
- Four (4) hour minimum
- Four (4) hrs. include travel time, early arrival, and meeting.
- \$120.00 / hr. past the minimum rate
- \$100.00 Equipment Fee
- Lost / Stolen / Misplaced / Not Returned Equipment Fees

### **FISCAL IMPACT**

Budget: \$0  
Annual Amount: \$12,960.00  
Fund: General Fund

## ATTACHMENTS

- Presentation
- Linguistica 2024 Rate Sheet





# Translation Services

Presented by Armando da Silva

# Translation Services Rate

**\$450.00 / 4 hrs.**

- Spanish Interpretation -
- Four (4) hours minimum -
- Four (4) hrs. include travel time, early arrival, and meeting -
  - \$120.00 / hr. past the minimum rate -
  - \$100.00 Equipment Fee -
- Lost / Stolen / Misplaced / Not Returned Equipment Fees -



**QUESTIONS?**

**¿PREGUNTAS?**





## 2024 Rate Sheet

### **Remote/Zoom interpretation:**

\$120/hr. with a two-hour minimum for Spanish Simultaneous Interpretation, per interpreter. Additional time past the 2.0 hrs. would be billed at the hourly rate for the minutes past the agreed/forecasted timeframe. We would need a cancellation notice within 48 hours of the meeting. If we are not notified within 48 hours, we bill for the time that had been reserved.

\$175/hr. with a two-hour minimum for Hmong and Punjabi Simultaneous Interpretation, per interpreter. Additional time past the 2.0 hrs. would be billed at the hourly rate for the minutes past the agreed/forecasted timeframe. We would need a cancellation notice within 48 hours of the meeting. If we are not notified within 48 hours, we bill for the time that had been reserved.

Any meeting past 60 minutes in length, heavy in content, technical or that will be recorded requires 2 interpreters to take turns interpreting the meeting.

If any practice/dry runs are required, time will be billed in the same manner as interpretation.

Meeting facilitation and coordination will be billed at the minimum rates for in-person/online interpretations per representative.

Additional language requests available, and vary in pricing by representative, and logistics. Please inquire.

### **In-person events/interpreting:**

Half-day rate (4hrs) at \$450/per Spanish Simultaneous Interpreter (4 hours include travel time, early arrival, and event participation). Full-day rate (time reserved past 4hrs. including travel, but up to 8 hours) at \$650/per Spanish Simultaneous interpreter. Any time past the minimum rate will be billed at the hourly rate of \$120/hr. for the minutes we go over in increments of 15 minutes, per interpreter.

Half-day rate (4hrs) at \$480/per Hmong or Punjabi Simultaneous Interpreter (4 hours include travel time, early arrival, and event participation). The full-day rate (time reserved past 4hrs. including travel, but up to 8 hours) at \$800/per Hmong or Punjabi Simultaneous interpreter. Any time past the minimum rate will be billed at the hourly rate of \$175/hr. for the minutes we go over in increments of 15 minutes, per interpreter.

Any meeting past 60 minutes in length, heavy in content, technical or that will be recorded

Linguistica Interpreting and Translation, LLC

[www.linguisticateam.com](http://www.linguisticateam.com)

(559)853-7671

[info@linguisticateam.com](mailto:info@linguisticateam.com)

requires 2 interpreters to take turns interpreting the meeting.

Meeting facilitation and coordination will be billed at the minimum rates for in-person/online interpretations per representative.

Typical travel time both ways average 2 hours if within the Bakersfield/Fresno area. Events further than 100 miles in distance will be billed for travel time as well as overnight fees when needing to arrange logistics for an early start, business class hotel expense, and current State of California per diem expenses if deemed necessary, including parking, and any tolls incurred and/or airfare/travel arrangements as agreed.

We require a cancellation notice within 48 hours of the meeting. If we are not notified within 48 hours, we bill for the time that had been reserved.

If you need us to provide interpretation equipment, we can be of support. The equipment use fee for interpreting equipment is \$100. If the devices are lost/stolen/misplaced/not returned by users, Linguistica will additionally bill for material replacement costs at the following rates: Transmitter: \$150 each, Receiver: \$75 each, Headset: \$10 each. If the interpreting equipment is stolen from a meeting site, due to negligence for care/security on the client's side, the equipment lost will need to be replaced, including the charging dock station which is valued at \$380. Linguistica will conduct equipment registration, and has numbered each device to attempt to avoid this issue. Our staff will hand out and take inventory before leaving the site to make time to double check for any missing equipment. Each case contains 30 Receivers and 2 Transmitters.

Mileage rate billed at Federal Mileage Rate (Round trip).

Materials ahead of the meeting timeframe are greatly appreciated so that we can ensure preparation on our end.

Additional language requests available, and vary in pricing by representative, and logistics. Please inquire.

### **Translation Services:**

Translation Services for Spanish (no rush): .25 cents/word

Translation Services for Spanish (rush delivery): .35 cents/word

Translation Services for Hmong and Punjabi (no rush): .35 cents/word

Translation Services for Hmong and Punjabi (rush delivery): .45 cents/word

Projects Under 380-word count in Spanish: Flat fee of \$120 Proofing/Editing time billed at a minimum fee of \$120/hr. Any time after the hour is billed in a 5-minute increment. Projects

Under 380-word count in Hmong and Punjabi: Flat fee of \$175 Proofing/Editing time billed at a minimum fee of \$150/hr. Any time after the hour is billed in a 5-minute increment.

Rush fees for translation are based on the size of the request, and turnaround time, and take weekend requests into consideration.

As an example: A small (up to 350 words) no-rush request is usually submitted within 48-hr. Turnaround.

Linguistica Interpreting and Translation, LLC

[www.linguisticateam.com](http://www.linguisticateam.com)

(559)853-7671

[info@linguisticateam.com](mailto:info@linguisticateam.com)



## STAFF REPORT

TO: Lindsay City Council  
FROM: Neyba Amezcua, Director of City Services & Planning  
DEPARTMENT: City Services & Planning  
ITEM NO.: 12.1  
MEETING DATE: February 13, 2024

### **ACTION & RECOMMENDATION**

Consider Approval of Resolution No. 24-06, A Resolution of the City Council of the City of Lindsay Approving Agreement “First Amended and Restated Lease between the City of Lindsay, Assignee, Brower GSA Ranch, LLC, and Vita-Pakt Citrus Products Co., with Corresponding Sublease Between the Parties for Farming Purposes” and Granting Acting City Manager Authorization to Execute Any Documents Thereto.

City Staff respectfully requests the City Council's approval of the attached agreement. Upon approval, the City will proceed with the implementation of the project, adhering to the terms outlined in the agreement. We are confident that this collaboration will result in a successful and impactful outcome for our community.

### **BACKGROUND | ANALYSIS**

The herein referenced agreement involves City of Lindsay, Vita-Pakt, and Brower GSA Ranch, LLC. This partnership has been in place since 1985 and has an expiration of 2060.

Vita-Pakt Citrus Products Company (Vita-Pakt) owns and operates the two fruit processing plants (Plant[s]) that discharge wastewater to the land application area (LAA) regulated by the WDRs. Vita-Pakt owns one of the four parcels that make up the LAA. The City of Lindsay (Lindsay) owns the six-mile-long pipeline that transports the Plant wastewater to the LAA. The Brower’s GSA Ranch owns three of the four LAA parcels and manages the farming operations and application of wastewater on the entire LAA. Vita-Pakt, Lindsay, and the Brower’s GSA Ranch are collectively referred to as Discharger.

This agreement was created to allow Vita-Pakt to keep their business in Lindsay and create jobs for the community. The City couldn’t meet their sewer needs (because of how strong it is with the citrus discharge) therefore, the City found property out on Road 188 and Avenue 240 to discharge their waste. This property was owned by the Brower’s family. Due to the type of discharge, the State of California will only issue a permit to a government entity, therefore the City is involved. Any expenditures that the City makes under the Fund 556 to pay the Brower’s is 100% reimbursable by Vita-Pakt.

The City has been in negotiations for the management of the discharge which is allowed under the 1985 agreement. Every 5 to 10 years, all parties come to the table to negotiate charges and operations.

### **ENVIRONMENTAL REVIEW**

None Required.

### **FISCAL IMPACT**

No fiscal impact associated with this item.

### **ATTACHMENTS**

- Settlement Agreement CCPI October 2006
- Brower's Lease Agreement 2008
- First Amended and Restated Lease between the City of Lindsay, Assignee, Brower GSA Ranch, LLC, and Vita-Pakt Citrus Products Co., with Corresponding Sublease Between the Parties for Farming Purposes (Signed by Vita-Pakt and Brower's GSA Ranch, LLC)
- Resolution No. 24-06

SETTLEMENT AGREEMENT

This Agreement is between California Citrus Producers, Inc., including its related company SWORLCO (hereinafter "CCPI") and the City of Lindsay, a California chartered City ("City"). This Agreement is dated October 4, 2006.

RECITALS

- A. CCPI commenced *California Citrus Producers, Inc. v. City of Lindsay*, No. 05-215211 (Tulare Sup. Ct., complaint filed Dec. 7, 2005) (the "Action").
- B. The State of California's Department of Housing and Community Development (the "State") has provided a grant to the City of Lindsay as memorialized in Agreement No. 05-EDBG-2181 (the "State Grant").
- C. The parties wish to settle the Action between them.
- D. "South West Property" is APN 197-080-007 and APN 197-080-008.
- E. "North Property" is APN 153-200-005 and APN 153-210-036.
- F. "Love, Inc. Property" is APN 197-030-019.
- G. "Knowles Property" is APN 197-120-008.
- H. "SWORLCO Property" is APN 197-050-005.
- I. This document shall constitute the "Master Agreement" described as a condition to the State Grant.

TERMS

- 1. This Agreement is subject to the approval of the City Council for the City of Lindsay. City Manager Scot Townsend will recommend approval of this Agreement to the City Council. This Agreement shall become effective when the City Council approves this Agreement.





2. This Agreement shall terminate April 11, 2060 (“Term”). This Agreement replaces and supplants entirely the Agreement between the parties dated April 11, 1985 and all prior agreements.

3. The City will continue to accept CCPI’s waste water discharge for the term of this Agreement as limited by pipeline capacity, land-loading capacity and by regulatory approval, unless otherwise stated in this Agreement.

4. CCPI will use its best efforts to assist the City to prepare engineering cost estimates for the project described in the State Grant application, with such to be completed by November 1, 2006.

5. The City shall be responsible for complying with the State Grant’s condition that says: “The settlement agreement shall also describe the party responsible to pay the cost differential for construction estimates which were based on federal prevailing wages not state prevailing wages.”

6. If CCPI or the City wishes to increase pipeline volume through pressurization, the party requesting increased volume through pressurization shall pay the infrastructure costs for pumping equipment.

7. The parties wish to pursue an expansion objective, known as **Plan A**, but it is conditioned upon the agreement of Ed Brower Dairy, Inc.’s (“Brower”) agreement. The City shall use reasonable efforts to secure a lease, to expire on or about April 11, 2060, from Brower for two parcels composing 144 acres identified in a 1985 lease between Brower’s predecessor and the City. Both the City and CCPI will use their best efforts to obtain from Brower the exchange of his 174 acres (known as the “North Property”) for 120 acres owned by CCPI (known as the “South West Property”) and for 72 acres owned by SWORLCO (the “SWORLCO

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Property”). Out of the SWORCLO property the City would create a parcel for the existing ponding and well areas; during the life of the Agreement, the City will own this parcel; at the end of this Agreement the parcel reverts to SWORLCO or its legal successor. Once this Agreement with Brower is obtained, other Plans (B, C, D, and E) are not available. If the exchange is obtained, the City and CCPI will share on a 50/50 basis the cost of installing effluent pipeline and appurtenances from Brower’s Dairy No. 2 to the Love, Inc. property and from Dairy No. 2 to the South West Property. The City will then use State Grant money to construct a new ten-inch diameter line from CCPI’s plant along Avenue 224 to the intersection of 224 and Road 188, and then north to Brower’s North Property, and to the existing 144-acre land application site owned by Brower and the 72 acre land application site owned by CCPI (this line shall be known as the “State Grant Line Plan A”).

8. If the parties are unable to achieve Plan A, the parties wish to pursue an expansion objective, known as **Plan B**, but it is conditioned upon Brower’s agreement. The City shall use reasonable efforts to secure a lease, to expire on or about April 11, 2060, from Brower for two parcels composing 144 acres identified in a 1985 lease between Brower’s predecessor and the City. Both the City and CCPI will use their best efforts to obtain from Brower the exchange of his North Property for CCPI’s South West Property. Once this Agreement with Brower is obtained, other Plans (A, C, D and E) are not available. The City shall not be responsible for an inability to obtain this exchange. CCPI will pay for the exchange and any cash difference as long as the difference has been previously approved by CCPI in an executed writing during the Brower negotiations. If the exchange is obtained, the City and CCPI will share on a 50/50 basis the cost of installing effluent pipeline and appurtenances from Brower’s Dairy No. 2 to the Love,

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Inc. property and Dairy 2 to the Knowles Property. The City will then use State Grant money to construct the State Grant Line Plan A.

9. If the parties are unable to achieve Plans A or B, the parties wish to pursue an expansion objective, known as **Plan C**, but it is conditioned upon Brower's agreement. The City shall use reasonable efforts to secure a lease to expire on or about April 11, 2060 from Brower for two parcels composing 144 acres identified in a 1985 lease between Brower's predecessor and the City. The City and CCPI will use their best efforts to obtain from Brower a lease of 93 acres of his North Property. Once this Agreement with Brower is obtained, other Plans (A, B, D and E) are not available. If obtained, the City and CCPI will share on a 50/50 basis the cost of the installation of effluent discharge pipelines and appurtenances from Dairy No. 2 to Love, Inc. property and from Dairy No. 2 to the North Property, and from Dairy No. 2 to Knowles Property. The City will then use State Grant money to construct the State Grant Line Plan A.

10. **Plan D.** In the event the parties are unable to achieve Plans A, B, or C, at the option (to be exercised in writing) of CCPI, the parties may pursue an additional expansion objective, known as Plan D. Once this option is exercised, other Plans (A, B, D and E) are not available. The City shall use reasonable efforts to secure a lease, to expire on or about April 11, 2060, from Brower for two parcels composing 144 acres identified in a 1985 lease between Brower's predecessor and the City. The City will use State Grant money to construct a 10-inch diameter line along the alignment of the existing 6-inch diameter City effluent line. CCPI and the City will share on a 50/50 basis the costs of a dairy effluent line from Dairy No. 2 to the Love, Inc. property and from Dairy No. 2 to the Brower North Property.

11. **Plan E.** If Plans A, B, C, or D do not occur by January 10, 2007, the parties shall follow Plan E. On that date, other Plans (A, B, C and D) are not available if not previously





implemented. The City shall use reasonable efforts to secure a lease, to expire on or about April 11, 2060, from Brower for two parcels composing 144 acres identified in a 1985 lease between Brower's predecessor and the City. This shall be known as the "New Brower Lease." This land shall be used for the land disposal method of CCPI effluent. No monies will be used from the State Grant if Plan E occurs. If Plan E becomes the disposal method, effluent discharge may not exceed 150,000 gallons per day or 5,600 pounds of biochemical oxygen demand (BOD) loading per day. The City may accept more than 150,000 gallons per day so long as (1) the excess volume is not diverted to the City's domestic sanitary sewer system, (2) the increased volume does not increase BOD loading on Brower's land, (3) the pipeline has the capacity to handle the increased volume, and (4) the increased volume does not cause the City to violate State law or regulations.

12. If Plans A, B, C, D and E fail by January 10, 2007, the City shall deliver the notice as provided in paragraph 3, in which case at trial this Agreement may be, at CCPI's option, considered confidential.

13. The City will build the project described in the State Grant application if the State Grant issues and Plans A, B, C or D are selected; provided, however, that CCPI and the City will share on a 50/50 basis the costs of the State Grant pipeline which exceed the estimates provided in the State Grant application (except for the differential between federal prevailing wages and state prevailing wages, discussed in paragraph 6). The City will not pursue any alternates using State Grant funds except as it deems them reasonably necessary, and only to the extent funds remain from the State Grant funds or to the extent CCPI is willing to pay for the alternates on a 100% basis. Any dollar savings from the State Grant money will be used to make improvements

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consistent with the State Grant to the South West Property to handle future effluent discharge and/or salt infrastructure improvements as agreed by the parties.

14. At such time as the direct land application system becomes inoperable, the City will switch CCPI back to the City domestic waste water system until the land application system again becomes operable. Such diversion, however, is subject to the limits of regulatory authorities.

15. New users may be added to the pipeline (but not to any land application property described in this Agreement) at the City's reasonable discretion after consultation and negotiations with CCPI. The City may not grant new user access if CCPI presents credible evidence as to existing or future expansion needs, and the City determines in its reasonable discretion that third-party uses may interfere with those needs.

16. Notwithstanding anything to the contrary herein, the City will have no obligation to expend State Grant money, or pursue the objectives of Plans A, B, C or D, if no grant issues.

17. If State Grant money issues, CCPI shall be bound to the conditions of said State Grant. CCPI shall perform the construction work so that no actual payment to the City is intended for the CCPI pipeline contribution.

18. The State Grant requires a "Fair Share Plan" to be submitted to the State in the event State Grant money is expended (Plans A, B, C, or D). The parties agree to recommend the following language: "The community share volume of the pipeline between CCPI's citrus plant and the City's land application facility is the difference between the total volume of the pipeline on a gravity feed basis and the volume consumed by the CCPI volume limits then in effect between the parties, including CCPI's future expansion needs if previously established pursuant to the procedures above. Any person wishing to tie into the pipeline ("New User") shall pay a

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reimbursement fee to the City based upon the New Users' proposed volume divided by community share volume, multiplied by the non-depreciated original construction and engineering cost of the pipeline. The New User shall bear the construction and engineering cost of the tie-in. Each user shall bear operational and maintenance costs of the State Grant pipeline in a share proportionate to its percentage share of volume (as computed from negotiated volume limits, and not computed from actual usage; the City will bill the New User directly). CCPI shall be responsible for operation and maintenance of the pipeline, less New User obligations. For example, Vitapak operates on CCPI's property and discharges effluent through CCPI; it need not be considered a 'New User.'"

19. CCPI shall bear all operations and maintenance costs of the new State Grant pipeline and appurtenances (as well as the existing pipeline) subject to any New User contribution as described in paragraph 18, in the Fair Share Plan. CCPI shall bear the reasonable cost of the Brower Lease or leases in the future for land application.

20. No State Grant money will be used for private improvements.

21. CCPI will dismiss without prejudice the Action. The City waives the running of all limitations period until ninety (90) days after the first gallon of effluent from CCPI is pumped on the 144 acres of Brower's property with a New Brower Lease. The earlier filing of a new lawsuit by CCPI does not abrogate the City's waiver of the statute of limitations. The City may terminate the waiver of the running of the statute of limitations upon ninety (90) days written notice. The City does not waive limitations expirations prior to this Agreement. During the time the Action was pending, the limitations period for claims asserted in the Action were tolled.

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22. Neither party represents that it has control over the decisions made by any third party, including without limiting the foregoing, Brower, local landowners, the State, the Regional Water Quality Control Board, or any other public agency (other than the City).

23. This agreement cannot be amended except by a written document signed by both parties. Neither this Agreement, nor amending agreements, may be executed in counterpart facsimiles. The Agreement will be executed in two duplicate originals.

24. This agreement embodies the entire agreement between the parties on the subject matter of the State Grant, the Action and pipelines and land described herein, and constitutes an integrated document, any and all prior and contemporaneous understandings notwithstanding.

25. Any violation of this Agreement shall require a twenty day notice to cure before declaring a default of this agreement. If the party receiving a notice of default does not cure within twenty days, the party sending the notice may declare a termination. If a recipient of a notice of default disagrees with the claimed default before said twenty-day period, in order to stay the termination the party receiving the notice of default may serve a written demand for arbitration. The arbitrator shall not declare the Agreement terminated unless the affected party has not cured the default within twenty days after the arbitrator's ruling. Any and all disputes arising under this Agreement or its interpretation, application or performance, including those pertaining to a notice of default, shall be subject to arbitration. Arbitration shall be expedited and pursuant to the provisions of the California Arbitration Act, before a retired California judge, with the hearing to occur in Tulare County. Pending the arbitrator's final ruling, the status quo shall be maintained by all parties (however, the parties may seek preliminary injunctive relief regarding volume and loading issues from the arbitrator). The parties shall split 50/50 the costs of arbitration.

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26. Any and all notices required to be delivered under this Agreement shall be delivered, by Federal Express or in a manner calculated to give overnight service, as follows:

IF TO THE CITY:

Scot B. Townsend  
City Manager  
City of Lindsay  
251 E. Honolulu  
Lindsay, CA 93247

And

Julia Lew  
McCormick Kabot Jenner & Lew  
1220 West Main Street  
Visalia, CA 93291

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IF TO CCPI:

Frank T. Elliott IV  
Chief Executive Officer  
California Citrus Producers, Inc. (and SWORLCO)  
525 East Lindmore  
Lindsay, CA 93247


And

Thomas Campagne  
Campagne & Campagne  
Airport Office Center  
1685 N. Helm Avenue  
Fresno, CA 93727


THE CITY OF LINDSAY

  
By Scott B. Townsend  
City Manager

CALIFORNIA CITRUS PRODUCERS, INC.

  
By Frank T. Elliott, IV  
Chief Executive Officer

SWORLCO, a California partnership

  
By Frank T. Elliott, IV  
Partner

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LEASE BETWEEN THE CITY OF LINDSAY AND EDWARD AND EDNA BROWER  
REVOCABLE TRUST DATED JULY 21, 1982, AND CORRESPONDING SUBLEASE  
BETWEEN THE PARTIES FOR FARMING PURPOSES

THIS LEASE, made and entered into this day of Oct. 8, 2008, by and between  
EDWARD AND EDNA BROWER REVOCABLE TRUST DATED JULY 21, 1982,  
hereinafter called "Lessor", and the CITY OF LINDSAY, a Municipal Corporation,  
hereinafter called "Lessee."

WITNESSETH:

1. That said Lessor does hereby lease unto the said Lessee, and the said Lessee  
does hereby hire of and take from the said Lessor, the following described real property,  
hereinafter called "Leased Properties", located in the County of Tulare, State of  
California, consisting of approximately 144 acres, more particularly described as:

Parcels 1 and 3 of Parcel Map No. 3246, as per Map recorded in  
Book 33, Page 48 of Parcel Maps, Tulare County Records.

2. The term of this lease (approximately 52 and ½ years) shall commence on  
October 20, 2008, and end on April 30, 2060.

3. Lessee agrees to pay Lessor \$150 per acre, per year, on an annual basis for the  
first ten years for the lease of said acres, as follows: for the first year \$11,438.71 paid  
on October 20, 2008; for the following nine years the City shall make annual payments  
of \$21,600.00 on the 1<sup>st</sup> day of May of each year. On May 1, 2018, and every ten years  
thereafter, the parties agree to review the lease amount based on current fair market  
value of property utilized for said purpose. If the parties cannot agree to the lease

amount, the parties agree to each appoint an appraiser, and said appraisers shall appoint a third appraiser to make the determination as to appropriate lease value.

4. As further consideration for this lease, on or before December 1, 2009, Lessee agrees to pay for all design, materials, labor, rights of way, and shall construct, maintain, repair and if necessary replace a separate dairy effluent pipeline, designed in accordance with applicable engineering standards for necessary volume and efficiency, with the origination point located at the lagoon at APN No. 197-050-003, for transfer of dairy effluent to the vicinity of the northwest corner of Lessor's property identified as APN No. 153-200-005. Lessee shall determine the pipeline route. Additionally, Lessee agrees to pay for and install a new well and pump at or near the north end of the new pipeline, so that the dairy wastewater conveyed via said pipe can be mixed with groundwater and diluted sufficiently to be discharged onto the property.

5. As further and additional consideration for said lease, Lessee agrees, if it is determined to be necessary for the dairy effluent distribution by Lessor's consulting engineers, to pay for and install a new pump, with greater horsepower than the existing pump at APN No. 197-050-003.

6. As further and additional consideration for this Lease, Lessor shall retain the right to farm the Leased Properties. Additionally, Lessee, as holder of a Lease on APN No. 197-050-005, shall grant a sublease, to commence October 20, 2008 and terminate on April 30, 2060, to Lessor for farming purposes on this parcel ("Sub-leased Property"). It is understood and agreed by and between the parties hereto that Lessee's use of the Leased Properties and Subleased Property shall be limited to the discharge of citrus wastewater thereon. Lessee shall be permitted to discharge citrus effluent on said properties as of October 20, 2008, provided that the Subleased Property is available for



Lessor's farming operations. Lessee agrees to grant an additional sublease of APN No. 197-050-005 to Lessor under the following conditions: a) Lessor shall abide by all terms, provisions, and requirements of the California Regional Water Quality Control Board ("Regional Board") Waste Discharge Order No. 85-203, b) Lessor shall accept all the effluent discharged to the extent permitted under said Order and any modifications permitted by the Regional Board, and c) Lessor shall not be required to pay any additional rent/costs. Lessee shall be responsible for the submission of all documents, reports, etc. required by the Regional Board.

7. Lessee agrees to maintain, repair, and if necessary, replace any and all pipeline, valves, pumps, wells, and related facilities involved in the conveyance of the citrus wastewater.

8. It is understood and agreed that any farming done by Lessor shall be at the Lessor's expense, and that all costs for the preparation of said land for crops, and all expenses in the production thereof, and all tools and labor necessary for the production of crops thereon shall be at the sole cost and expense of Lessor.

9. Lessor shall have the use of any pumping plant now on said premises, with water from the well in which said pumping plant is installed.

10. Lessor further agrees to keep down the growth of noxious weeds and grasses to the best of its ability during the term of this lease.

11. The Lessor agrees to pay all charges for electric power that may be incurred in connection with the farming operations on said premises during the term of this lease. Lessee agrees to pay all charges for electric power that may be incurred in connection with the citrus effluent discharge operations.

12. At the expiration of the term of this lease, or any prior termination thereof, the Lessee agrees to surrender the possession of said premises to the Lessor in as good condition as it shall have received it, and with the land in a neat and clean condition.

13. Lessee agrees not to permit or suffer any waste upon said premises, and at the expiration of the term of this lease, to quietly and peaceably surrender possession thereof to the Lessor.

14. This agreement shall extend to and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto.

15. The parties agree to mediate any dispute, claim or grievance arising out of or relating to this agreement. The parties further agree that there shall be no suspension of work when such dispute arises and while it is in process of adjustment or arbitration.

16. Lessee agrees to name Lessor as an additional insured as may be required by any insurance provider.

17. Lessee, to the fullest extent permitted by law, agrees to indemnify, defend and hold Lessor, its agents and employees, harmless against and from any and all claims, damages, costs and expenses, including reasonable attorney's fees, arising out of, pertaining to, the conduct or management of the business conducted by Lessee in the leased premises or from any breach or default on the part of Lessee in the performance of any covenant or agreement on the part of Lessee to be performed pursuant to the terms of this Agreement, or from any act of negligence of Lessee, its agents, contractors, servants, employees, sublessees, concessionaries or licensees in or about the leased premises. Lessee further agrees to indemnify and hold Lessor harmless against and from any and all claims, damages, costs and expenses related to any notices of violations or orders received by State authorities related to Lessor's dairy

operations and its use of property leased by Lessee until the time that new pipeline as described above is constructed and in operation, to the extent Lessor's operations would otherwise be lawful and allowed but for Lessee's citrus discharge operations.

18. The parties acknowledge that this Lease Agreement settles ongoing issues and disputes between the parties, and Lessee agrees to reimburse Lessor's reasonable attorneys fees for negotiating this Agreement, concerning the retention of the undersigned legal counsel.

19. If Lessee determines that it no longer has a need for the Leased Properties and provides written notice to Lessor thereof, said Lease shall terminate on the date specified in Lessee's written notice, and Lessee agrees to transfer/convey all rights,

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title, and easements in and for the dairy effluent pipeline to Lessor.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this

8<sup>th</sup> day of October, 2008

CITY OF LINDSAY  
A Municipal Corporation

By

  
Scot-Townsend, City Manager

ATTEST:

Acknowledged as to Form:

  
Julia M. Lew, City Attorney




title, and easements in and for the dairy effluent pipeline to Lessor.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this

8<sup>th</sup> day of October, 2008

CITY OF LINDSAY  
A Municipal Corporation

By   
Scot Townsend, City Manager

ATTEST: 

Acknowledged as to Form:



Julia M. Lew, City Attorney

EDWARD AND EDNA BROWER REVOCABLE TRUST

By   
Edward Brower, Trustee

By   
Edna Brower, Trustee

Acknowledged as to Form:



D.Zackary Smith, Attorney for Edward  
and Edna Brower Revocable Trust Dated  
July 21, 1982

**FIRST AMENDED AND RESTATED LEASE BETWEEN THE CITY OF LINDSAY,  
ASSIGNEE, BROWER GSA RANCH, LLC, AND VITA-PAKT CITRUS PRODUCTS  
CO., WITH CORRESPONDING SUBLEASE BETWEEN THE PARTIES FOR  
FARMING PURPOSES**

THIS FIRST AMENDED AND RESTATED LEASE (“Amended Lease”), made and entered into this day of December 31, 2023 (“Effective Date”) by and between BROWER GSA RANCH, LLC, a California limited liability company, hereinafter called “Lessor”; the CITY OF LINDSAY, a Municipal Corporation, hereinafter called “Lessee”; and VITA-PAKT CITRUS PRODUCTS CO., a California corporation, hereinafter called “Discharger.” Lessor, Lessee, and Discharger shall be collectively referred to as the “Parties.”

**RECITALS**

WHEREAS, The Edward and Edna Brower Revocable Trust dated July 21, 1982, and the Lessee entered into that certain Lease regarding waste discharge requirements on approved Leased Properties in Tulare County dated October 8, 2008 ("Lease").

WHEREAS, the Lessor acquired real property from the Edward and Edna Brower Revocable Trust dated July 21, 1982 and has been assigned the Lease.

WHEREAS, the Parties, in accordance with Waste Discharge Requirements Order R5-2022-00499 and the plans referenced therein (collectively “Order”), desire to modify the Lease with this Amendment by adding additional property approved by the State of California Regional Water Quality Control Board (Parcel 3 described below), substantiate necessary legal and operational updates commensurate to the Sustainable Groundwater Management Act (SGMA), and revise certain provisions including review compliance with current fair market value of the Properties.

WHEREAS, the Order is incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, the Parties agree as follows:

**WITNESSETH:**

1. That said Lessor does hereby lease unto the said Discharger and Lessee, and the said Discharger and Lessee do hereby hire of and take from the said Lessor, the following described real property, hereinafter called “Leased Properties,” located in the County of Tulare, State of California, consisting of approximately 208.93 acres, more particularly described as:

- Parcel 1, APN No. 197-050-006 (+/- 75.77ac)
- Parcel 2, APN No. 197-050-004 (+/- 68.16ac)
- Parcel 3, APN No. 197-050-008 (+/- 65.00ac), also referred to herein as the “Secondary Discharge Parcel”.

2. The term of the Lease commenced on October 20, 2008, and, unless mutually amended by the Parties, shall end on April 30, 2060.

3. The Parties agree that Lessor has been paid Lease payments through December 31, 2022.

4. Rental rate lease payments:

4.1 The Parties acknowledge, subject to the mutually agreed Discharger capital improvement plan in Section 18.1, that Discharger shall pay Lessor \$250 per acre for all Leased Properties beginning January 1, 2023, through December 31, 2024. Subject to Section 18.1, the Discharger's failure to complete the agreed capital improvements shall be subject to an additional \$50 per acre fee for all Leased Properties including any and all other improvement expenses.

4.2 Beginning January 1, 2025, to December 31, 2029, Discharger agrees to pay Lessor \$300 per acre for the Leased Properties, except for the Secondary Discharge Parcel which shall be paid at \$150 per acre if not directly utilized by Discharger for a period in excess of 90 days during each calendar year of the identified term in this Section 4.2. Subject to Discharger's use of the Secondary Discharge Parcel for a period in excess of 90 days during the applicable calendar year, Discharger shall pay rent for the Secondary Discharge Parcel at a rate of \$300 per acre.

4.3 Beginning January 1, 2030, to December 31, 2034, Discharger agrees to pay Lessor \$350 per acre for the Leased Properties, except for the Secondary Discharge Parcel which shall be paid at \$175 per acre if not directly utilized by Discharger for a period in excess of 90 days during each calendar year of the identified term in this Section 4.3. Subject to Discharger's use of the Secondary Discharge Parcel for a period in excess of 90 days during the applicable calendar year, Discharger shall pay rent for the Secondary Discharge Parcel at a rate of \$350 per acre. The Parties agree that prior to December 31, 2034, Discharger and Lessor shall mutually evaluate Discharger's current and anticipated needs to utilize the Secondary Discharge Parcel, including reference to Discharger's historical use, anticipated needs based on production at Discharger's plant, as well as any permit requirements. If needed or requested by Discharger, the Secondary Discharge Parcel shall remain and be charged at the per acre rate. If not, and subject to entry into a written agreement between the Parties, the Parties may remove the Secondary Discharge Parcel from the permit. In the event that Discharger agrees to remove the Secondary Discharge Parcel from the permit, Discharger shall pay no further rent to Lessor for the Secondary Discharge Parcel as of the effective date of the written agreement between the Parties.

4.4 Beginning January 1, 2035 to December 31, 2039, Discharger agrees to pay Lessor \$375 per acre for the Leased Properties, except for the Secondary Discharge Parcel, which shall be paid at \$200 per acre if not directly utilized by Discharger for a period in excess of 90 days during each calendar year of the identified term in this Section 4.4. Subject to Discharger's use of the Secondary Discharge Parcel for a period in excess of 90 days during the applicable calendar year, Discharger shall pay rent for the Secondary Discharge Parcel at a rate

of \$375 per acre. References in this Section 4.4 are subject to the Parties' determination prior to December 31, 2034 of Discharger's continued need to continue to lease the Secondary Discharge Parcel.

4.5 Payments shall be made on a quarterly basis (February, May, August, and November 1st). Payments shall be due within ten (10) business days of the first (1<sup>st</sup>) day of each quarter. If payment is not received in a timely manner, Lessor shall submit a written notice to Discharger and Lessee regarding the delinquent payment. If payment is not received within ten (10) business days of Discharger's and Lessee's receipt of such notice, a late payment penalty totaling 3% of the payment shall be assessed upon such delinquent amount and if unpaid, compounded every 180 days. In the event that Discharger pays rent at the adjusted lower rate for the Secondary Discharge Parcel during the applicable year, and Discharger ends up utilizing the Secondary Discharge Parcel for more than 90 days during that calendar year, Discharger shall be responsible to true up payment for the higher rental amount for the Secondary Discharge Parcel and shall increase the next quarterly payment to true up payment for the applicable calendar year.

4.6 Unless mutually amended by the Parties, on or about January 1, 2039, the Parties agree to review the lease rate based on: (i) the manner in which Discharger and Lessee utilize the Leased Properties; (ii) Discharger and Lessee do not enjoy exclusive possession and control of the Leased Properties; (iii) Lessor's right to farm the Leased Properties; (iv) Lessee's sublease of the Sub-leased Property to Lessor; (v) the lease payment history for the Leased Properties; and (vi) the Parties' respective rights and obligations hereunder. If the Parties cannot agree to the lease amount by April 30, 2039, the Parties agree to appoint an appraiser, and said appraiser shall appoint a third-party appraiser to make the determination as to the appropriate lease value, with reference to the points outlined above (i) through (vi), inclusive, so that the lease rate shall be applied to payments that Discharger and Lessee agree to pay Lessor beginning January 1, 2040 through December 31, 2044, and for the following 5-year period from January 1, 2045 through December 31, 2039.

4.7 Unless mutually amended by the Parties, on or about January 1, 2039, the Parties agree to review the lease rate based on the factors outlined above in Section 4.6 (items (i) through (vi)). If Parties cannot agree to the lease amount by April 30, 2039, the Parties agree to appoint an appraiser, and said appraiser shall appoint a third-party appraiser to make the determination as to the appropriate lease value of the Leased Properties, with reference to the factors outlined above in Section 4.6 (items (i) through (vi)), so that the lease rate shall be applied to payments that Discharger and Lessee agree to pay Lessor beginning January 1, 2040 through December 31, 2044, and for the following 5-year period from January 1, 2045 through December 31, 2049.

4.8 Unless mutually amended by the Parties, on or about January 1, 2049, the Parties agree to review the lease rate as outlined in Section 4.6. If the Parties cannot agree to the lease amount by April 30, 2049, the Parties agree to appoint an appraiser, and said appraiser shall appoint a third-party appraiser to make the determination as to the appropriate lease value of the Leased Properties, with reference to the factors outlined above in Section 4.6 (items (i) through (vi)), so that the lease rate shall be applied to payments that Discharger and Lessee agree to pay Lessor beginning January 1, 2050 through December 31, 2054, and for the remaining

period through termination from January 1, 2055 through April 30, 2060.

4.9 As between Lessee and Discharger, Discharger shall be solely responsible for the payment of all rent that comes due hereunder, and Discharger will indemnify, defend, and hold Lessee and its officials, officers, employees, and agents harmless from a liability associated with Discharger's failure to timely pay rent.

5. Lessee's and Discharger's rights hereunder are limited to the deposit of wastewater at the Leased Properties in the manner described in the Order, and Lessor shall retain the right to farm the Leased Properties, subject to Lessee's and Discharger's rights hereunder. Additionally, Lessee, as holder of a Lease on APN No. 197-050-005 ("Sub-leased Property"), shall sublease such property to Lessor for farming purposes. The term of the sublease shall run concurrently with the term of this Lease and shall automatically terminate when this Lease expires or otherwise terminates. It is understood and agreed by and between the Parties hereto that Lessee's use of the Leased Properties and Sub-leased Property shall be limited to the state-approved discharge of citrus wastewater thereon. Lessee subleases the Sub-leased Property to Lessor under the following conditions: a) Lessor shall comply with water well application and all other requirements of the Sustainable Groundwater Management Act (SGMA), b) abide by all terms, provisions, and requirements of the Order, c) Lessor shall accept all the effluent discharged to the extent permitted under said Order and any modifications permitted by the Regional Board, d) Lessor shall not be required to pay any additional rent/costs. Lessee shall be responsible for the submission of all documents, reports, etc., required by the Regional Board for the discharge of citrus wastewater discharge, e) Lessor shall adhere to and comply with the terms of Lessee's lease for the Sub-leased Property, and f) Lessor shall indemnify, defend, and hold Lessee and Discharger harmless for any and all damages, losses, claims, and injuries arising from Lessor's failure to comply with the terms of such lease.

5.1 The Parties agree that for the primary effluent draw ponds, an additional settling/blending reservoir is required south of the existing basin/lagoons owned by Discharger. Lessor shall pay for and prepare all designs and construction specifications and cost projections for Lessee's and Discharger's review and upon approval, Lessor shall contract with and construct the reservoir and all associated infrastructure for Discharger's reimbursement of ninety percent (90%) of the total cost. The new basin requires additional groundwater blending under SGMA restrictions for irrigation purposes and to achieve water quality constituents (BOD, pH, TSS) standards that will allow for further use and mitigate negative growing or farming conditions. Improvements and designs related to irrigation systems to move water to all parcels identified in the Order shall be the responsibility of the Lessor.

5.2 Discharger acknowledges that the effluent, wastewater flow, and chemical characteristics shall comply with the Order. Lessor is obligated to utilize the wastewater received hereunder so that disposal occurs in accordance with the Order. Lessor acknowledges that its use of the wastewater causes it to be a discharger under the Order, and Lessor shall utilize the effluent in strict accordance therewith. Should Lessor fail to comply with the Order, Lessee or Discharger may, in addition to other remedies available to Lessee or Discharger, withhold rental payments until Lessor comes into substantial compliance with the Order. Nothing contained herein shall be interpreted as obligating Lessee or Discharger to provide a minimum amount



effluent; rather, this Agreement merely requires Lessor to utilize Lessee-provided and Discharger-provided effluent in compliance with the Order.

6. Lessee or Discharger will cause to be maintained, repaired, and if necessary, replaced any and all pipeline, valves, pumps, wells, and related facilities involved in the conveyance of the citrus wastewater; provided however, Lessor shall be solely responsible for the repair or replacement of any improvements that are damaged by Lessor or its members, managers, employees, or contractors. Lessee and Discharger acknowledge that the wastewater's content may cause considerable deterioration to such improvements. Discharger and Lessee will engage in the necessary maintenance, repair, and improvement work. Except as otherwise specifically stated herein, Discharger or Lessee shall have no further duty to maintain, repair, or improve the Leased Properties; provided however, Discharger and Lessee shall be responsible for damage caused by Discharger, Lessee, or its officers, agents, employees, or contractors. As between Lessee and Discharger, Discharger shall be solely responsible for satisfying the requirements of this Section 6, and Discharger will indemnify, defend, and hold Lessee and its officials, officers, employees, and agents harmless from a liability associated with Discharger's breach of such responsibilities.

7. It is understood and agreed by the Parties that any farming performed by Lessor shall be in compliance with the Order and the Sustainable Groundwater Management Act (SGMA) and under jurisdiction of the Groundwater Sustainability Agency (GSA) for the Leased Properties. Lessor's farming activities shall be at the Lessor's expense, and all costs for the preparation of said land for crops, and all expenses in the production thereof, and all tools and labor necessary for the production of crops thereon shall be at the sole cost and expense of Lessor.

8. Subject to SGMA and/or GSA regulations, Lessor shall have the use of any pumping plant now on said premises, and utilization of water from the well in which said pumping plant is installed. Lessor shall, during the term of this Agreement, be solely responsible for the costs associated with the operation, maintenance, repair, and improvement of wells and pumping plants located at the Leased Properties, and Lessor shall timely perform maintenance, repair, and improvement work to cause the ongoing disposal of effluent in accordance with the Order. Discharger or Lessee will not be responsible for deepening a well, repairing any pumping plant, or any other action that may be required to restore or increase water production should a well or pumping plant at the Leased Properties or the Sub-leased Property fail or produce insufficient water supply for Lessor's operations. Lessor shall have no duty to maintain, repair, or improve any well or pumping plant located at the Sub-leased Property; provided however, Lessor shall be responsible for damage caused to such improvements by Lessor or its members, managers, employees, or contractors.

9. Lessor further agrees to keep down the growth of noxious weeds and grasses to the best of its ability during the term of this Lease and in accordance with normal farming industry practices.

10. Lessor agrees to pay all charges for electric power that may be incurred in connection with the farming operations on said premises during the term of this Lease. Lessee

and Discharger agree to pay all charges for electric power that may be incurred in connection with the citrus effluent discharge operations and on the Sub-Leased Property. As between Lessee and Discharger, Discharger shall be solely responsible for the payment of all electrical power charges, and Discharger will indemnify, defend, and hold Lessee and its officials, officers, employees, and agents harmless from a liability associated with Discharger's failure to pay such costs.

11. At the expiration of the term of this Lease, or any prior termination thereof, the Lessee and Discharger agree to surrender the possession of the Leased Properties to the Lessor in an as-is condition under typical farming conditions found in Tulare County. Similarly, at the expiration of the term of this Lease, Lessor will surrender possession of the Sub-leased Property to Lessee in as-is condition under typical farming conditions found in Tulare County.

12. Lessee and Discharger agree not to permit or suffer any waste upon the Leased Property, and at the expiration of the term of this Lease, to quietly and peaceably surrender possession thereof to the Lessor. Similarly, Lessor shall not permit or suffer any waste upon the Sub-leased Property, and at the expiration of the term of this Lease, to quietly and peaceably surrender possession thereof to Lessee.

13. This Agreement shall extend to and bind the heirs, executors, administrators, successors and assigns of the respective Parties hereto.

14. The Parties agree to mediate any dispute, claim or grievance arising out of or relating to this Agreement. As a condition precedent to any formal unresolved dispute or claim procedure(s), the Parties agree to participate in direct negotiations between authorized representatives of the Parties in good faith to resolve all disputes. The intent of the Parties and any third-party participant(s) is resolution in one forum, whether it be a multiparty mediation or arbitration so all claims of all parties shall be heard by the same mediator or arbitrator in a single proceeding. The Parties further agree that there shall be no suspension of operations when such dispute arises and while it is in process of adjustment or arbitration.

15. Discharger and Lessee agree to name Lessor as an additional insured as may be required by any insurance provider. Lessor agrees to name Discharger and Lessee as an additional insured as may be required by any insurance provider.

16. To the fullest extent permitted by law, Discharger and Lessee agree to indemnify, defend and hold each other and Lessor, and Lessor's agents and employees, harmless against and from any and all claims, damages, costs and expenses, including reasonable attorney's fees, arising out of pertaining to Lessee's and Discharger's, respective breach or default, if any, in the performance of any covenant or agreement to be performed pursuant to the terms of this Lease, or from any act of negligence or intentional misconduct in or about the Leased Properties and the Sub-leased Property by Lessee or Discharger. Lessor agrees to indemnify, defend and hold Discharger and Lessee and its officers, agents, and employees harmless against and from any and all claims, damages, penalties, costs and expenses, including reasonable attorney's fees, arising out of pertaining to: (i) the conduct or management of Lessor's farming operations at the Leased Properties or Sub-leased Property, (ii) from any breach or default in the performance of any



covenant or agreement to be performed pursuant to the terms of this Agreement, (iii) Lessor's violation of the Order or any plans referenced therein, and (iv) from any act of negligence or intentional misconduct in or about the Leased Properties and the Sub-leased Property by Lessor or its members, managers, employees, or contractors.

17. If both Discharger and Lessee determine that they no longer have a need for the Leased Properties and provides a minimum one hundred and eighty (180) day written notice to Lessor thereof, said Lease shall terminate on the date specified in Lessee's and Discharger's written notice, and Lessee and Discharger agree to transfer/convey all rights, title, and easements in and for the effluent pipeline located on the Leased Properties to Lessor. In the event of a termination of this Lease by Discharger and Lessee, no further rent shall be payable under this Lease from and after the effective date of the termination. Upon termination under this Section, the Parties agree that Section 11 will apply, that termination under this Section will also trigger termination of the lease of the Sub-leased Property contemporaneously with the effective date for the termination of this Lease.

18. Discharger, Lessee, and Lessor agree that annual basin, pond, reservoir and associated infrastructure maintenance must occur prior to maximum seasonal Discharger effluent flows in order for the Lessor to efficiently operate the system in compliance with the Order.

18.1 Beginning in 2024, Discharger, or its contracted third party, has the full responsibility to pay for and perform:

- a. Installation of a new and updated screen at the plant to minimize effluent BOD;
- b. Install a chemical injection and sample area at the plant;
- c. Replace two (2) six-inch (6") waste valves to PVC;
- d. Replace two (2) eight-inch (8") water valves to PVC;
- e. Replace four (4) fifteen-inch (15") valves to PVC;
- f. Clean/scrape existing basin to remove all solid build up (deposit debris on Sub-Leased Property for Lessor dinking);
- g. Repair/replace the three (3) existing basin pumps;
- h. Unless previously completed within 2 years, clean/clear existing pipeline.

The above capital improvements shall be completed by Discharger no later than November 1, 2024. Lessor and Discharger shall periodically confer to identify further improvements that may be needed to support Discharger's use of the Lease Properties. Future improvements to be completed by Discharger or Lessor, and how costs for those improvements shall be borne, shall be subject to mutual agreement between Lessor and Discharger.

18.2 Beginning in 2024, Lessor has the right but not the responsibility to accomplish needed maintenance after November 1, 2024, if Discharger has not performed the work outlined in Section 18.1, in item a through h, inclusive. Lessor shall notify Discharger and Lessee of the work which Lessor identifies as incomplete, with no right to cure, and Lessor may

perform the scope of work. Discharger shall fully reimburse Lessor for the hard costs to complete the maintenance requirements listed in Section 18.1, and Discharger shall reimburse Lessor within 30-days after Lessor's submission of an invoice to Discharger for the completed work.

19. Lessor and Discharger hereby represent to Lessee that they are not a party to any labor union contract or collective bargaining agreements and will use reasonable efforts to not become a party to any such agreements during the term of this Lease which in any manner bind the Lessor and Discharger or any successor as a party or obligates Lessor and Discharger to bargain with any union or labor organization as a successor in interest or otherwise. Lessor and Discharger acknowledge, that Lessee is a public agency and if Lessor receives payment from Lessee for any infrastructure work occurring hereunder, including, without limitation, any maintenance, repair, or improvement work, Lessor must comply with the prevailing wage requirements in accordance with the California Labor Code.

20. This Section 20 applies between Lessor and Lessee, without regard to Discharger.

This Amended Lease has been reviewed by the law firm of Griswold, LaSalle, Cobb, Dowd & Gin, L.L.P. ("the firm") for Lessee.

The firm's members serve as City Attorneys for Lessee.

The firm has represented business entities affiliated with Lessor in other matters and will continue to serve in such capacity.

The firm has explained to Lessor and Lessee that a potential conflict of interest exists for the firm in its review of this Amended Lease for Lessee, and, in the event of a dispute involving this document, or the rights of Lessor or Lessee hereto, Lessor and Lessee will be required to retain independent legal counsel.

Lessor and Lessee acknowledge the aforementioned advisements and waive any such conflict of interest. Lessor consents to the firm's review of this Amended Lease for Lessee.

Lessor and Lessee understand that they are not required to waive the conflict of interest and that each has been advised of their right to review this Amended Lease with that counsel, legal or otherwise, which Lessor and Lessee deem necessary, reasonable, or appropriate to protect its interests. Lessor and Lessee knowingly, willingly, and voluntarily execute this Amended Lease after such advice and counsel, and with the understanding and intent that this document shall be enforceable by and against each of them in accordance with its terms.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties enter into this Amended Lease as of the Effective Date.

**CITY OF LINDSAY**  
A Municipal Corporation

By: \_\_\_\_\_  
Armando de Silva, Acting City Manager

ATTEST: \_\_\_\_\_  
City Clerk

Acknowledged as to Form:

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

**BROWER GSA RANCH, LLC,**  
a California limited liability company

By: \_\_\_\_\_  
Todd R. Sheller  
on behalf of Lyles United, LLC, its sole Member

**VITA-PAKT CITRUS PRODUCTS CO.,**  
a California corporation

By: \_\_\_\_\_  
Mark Reed, President



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

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**NUMBER** 24-06

**TITLE** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY APPROVING “AGREEMENT FIRST AMENDED AND RESTATED LEASE BETWEEN THE CITY OF LINDSAY, ASSIGNEE, BROWER GSA RANCH, LLC, AND VITA-PAKT CITRUS PRODUCTS CO., WITH CORRESPONDING SUBLEASE BETWEEN THE PARTIES FOR FARMING PURPOSES” AND GRANTING CITY MANAGER AUTHORIZATION TO EXECUTE ANY DOCUMENTS THERETO

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

**WHEREAS**, the attached FIRST AMENDED AND RESTATED LEASE (“Amended Lease”), made and entered into this 13<sup>th</sup> day of February 08, 2024 (“Effective Date”) by and between BROWER GSA RANCH, LLC, a California limited liability company, hereinafter called “Lessor”; the CITY OF LINDSAY, a Municipal Corporation, hereinafter called “Lessee”; and VITA-PAKT CITRUS PRODUCTS CO., a California corporation, hereinafter called “Discharger.” Lessor, Lessee, and Discharger shall be collectively referred to as the “Parties.”; and

**WHEREAS**, The Edward and Edna Brower Revocable Trust dated July 21, 1982, and the Lessee entered into that certain Lease regarding waste discharge requirements on approved Leased Properties in Tulare County dated October 8, 2008 (“Lease”); and

**WHEREAS**, the Lessor acquired real property from the Edward and Edna Brower Revocable Trust dated July 21, 1982 and has been assigned the Lease; and

**WHEREAS**, the Parties, in accordance with Waste Discharge Requirements Order R5-2022-00499 and the plans referenced therein (collectively “Order”), desire to modify the Lease with this Amendment by adding additional property approved by the State of California Regional Water Quality Control Board (Parcel 3 described below), substantiate necessary legal and operational updates commensurate to the Sustainable Groundwater Management Act (SGMA), and revise certain provisions including review compliance with current fair market value of the Properties; and

**WHEREAS**, the Order is incorporated herein by reference; and

**WHEREAS**, City Staff has reviewed the agreement attached hereto as Exhibit A, and has negotiated the most favorable terms and conditions; and

RESOLUTION NO. 24-06

Page 1 of 3



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

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**WHEREAS**, the Lindsay City Council hereby approves the agreement by and between Vita-Pakt, Brower GSA Ranch, LLC and the City of Lindsay, as it is in the best interest of the City.

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

- SECTION 1. The above recitals are true and correct.
  
- SECTION 2. The City Council of the City of Lindsay hereby approves the First Amended and Restated Lease between the City of Lindsay, Assignee, Brower GSA Ranch, LLC, and Vita-Pakt Citrus Products Co., with Corresponding Sublease Between the Parties for Farming Purposes and grants authorization to the Acting City Manager to execute said agreement and any documents thereto.
  
- SECTION 3. This Resolution is effective immediately upon adoption.

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

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



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

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

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FRANCESCA QUINTANA  
CITY CLERK

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RAMONA CAUDILLO  
MAYOR