



# 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 **March 12, 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 Deputy City Clerk prior to the meeting at (559) 562-7102 ext. 8035 or via email at [lindsaycityclerk@lindsay.ca.us](mailto:lindsaycityclerk@lindsay.ca.us).

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PLEDGE**

Led by Council Member CERROS.

- 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 REPORT**
- 8. RECOGNITION ITEMS**

8.1 Proclamation in Honor of Tulare County District Supervisor

*Presented by Mayor Caudillo*

*Presented to Larry Micari, Tulare County District Supervisor*

- 9. PRESENTATIONS**

9.1 Lindsay High School Associated Student Body (ASB) Representative Update

*Presented by Daisy Lemus, Lindsay High School ASB Representative*

9.2 Department of Recreation Services Update

*Presented by Armando da Silva, Director of Recreation Services and Acting City Manager*

**10. CONSENT CALENDAR**

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

10.1 Minutes from February 13, 2024 Regular Meeting

10.2 Warrant List for February 04, 2024, through March 03, 2024

10.3 Treasurer's Report for February 2024

10.4 Consider the Authorization of the Trade-In of City-Owned Vehicle, 2022 Honda Accord, and Utilize Proceeds to Purchase a Light Pick-Up Truck

10.5 Consider the Approval of Water Transfer from the City of Lindsay to the Pixley Irrigation District

10.6 Consider the Authorization to Re-Bid Olive Bowl/Kaku Park Project

**11. ACTION ITEMS**

11.1 Consider the Approval of Resolution No. 24-07, Authorizing the City Manager to Execute an Agreement with the County of Tulare for the Purpose of the 2024 Slurry Seal Program  
*Presented by Edna Hubbard, Engineer Technician*

11.2 Consider Council Member Representative Re-Appointment for Boards and Committees  
*Item Requested by Council Member Cerros*  
*Presented by Araceli Mejia, Deputy City Clerk*

**11.3 Special Event Permit (SEP) No. 24-01**

A. Consider Application for the Special Event Permit (SEP) No. 24-01 for the Orange Blossom Festivities at Various Locations in Lindsay on April 06, 2024, through April 14, 2024

B. Consider Fee Waiver for Special Event Permit (SEP) No. 24-01 for the Orange Blossom Festivities at Various Locations in Lindsay on April 06, 2024, through April 14, 2024  
*Presented by Araceli Mejia, Assistant City Planner*

**12. DISCUSSION ITEMS**

12.1 Downtown Food Trucks on City-Owned Lots

*Presented by Armando da Silva, Director of Recreation Services and Acting City Manager*

12.2 Amending City Charter

*Presented by Megan Crouch, City Attorney*

**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 Conference with Legal Counsel – Existing Litigation (§ 54956.9)

Name of Case: Salvador Guzman v. City of Lindsay, Government Claim for Damages

**14. REQUEST FOR FUTURE ITEMS**

**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 Deputy City Clerk at (559) 562-7102 x 8034. Notification prior to the meeting will enable the City to ensure accessibility to this meeting and/or provision of an alternative format of the agenda and documents in the agenda packet.



City of Lindsay

# Proclamation

**WHEREAS**, Tulare County Supervisor Larry Micari representing District One has consistently demonstrated an unwavering commitment to the welfare of the City of Lindsay through his dedicated service; and

**WHEREAS**, County Supervisor Larry Micari demonstrated exceptional dedication and support during the March 2023 storms. We wish to formally acknowledge his contributions. Mr. Micari exhibited exemplary public service by personally offering resources to our community. He generously provided his personal drone for aerial assessment of the debris at Lewis Creek and utilized his personal vehicle in the removal of debris at Lewis Creek.

**WHEREAS**, County Supervisor Larry Micari's actions to serve the well-being of the city and its residents has made a significant impact in times of need and beyond; and

**WHEREAS**, County Supervisor Larry Micari's leadership and dedication to serve the community has not gone unnoticed and has contributed to the ongoing growth and development of our city.

**NOW, THEREFORE, BE IT RESOLVED**, that I, Ramona Caudillo, Mayor of the City of Lindsay, I do hereby express my profound gratitude for Tulare County Supervisor Larry Micari for his commitment and continued support of the Lindsay Community.

**IN WITNESS WHEREOF**, I hereby set my hand and caused the Seal of the City of Lindsay to be affixed this 12<sup>th</sup> Day of March of 2024.

LINDSAY CITY COUNCIL

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



## LINDSAY CITY COUNCIL REGULAR MEETING AGENDA

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### 1. CALL TO ORDER

### 2. PLEDGE

Led by Mayor CAUDILO.

### 3. ROLL CALL

<b>Present</b>	Mayor Caudillo Council Member Flores Council Member Cerros <sup>1</sup> Council Member Sanchez
<b>Absent</b>	Mayor Pro Tem Serna

### 4. APPROVAL OF AGENDA

Motion to Approve Agenda							
1 <sup>st</sup>	2 <sup>nd</sup>	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
FLORES	CAUDILLO	(3-0)	ABSENT	AYE	AYE	AYE	ABSENT

### 5. PUBLIC COMMENT

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<sup>1</sup> Arrived at 6:09 PM

- No public comments were made.

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**

- Council Member Flores had nothing to report.
- Council Member Ceros had nothing to report.
- Mayor Caudillo had nothing to report.

**7. CITY MANAGER REPORT**

- CITY MANAGER had nothing to report.

**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)

<b>Motion to Approve Consent Calendar</b>							
1 <sup>st</sup>	2 <sup>nd</sup>	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
CAUDILLO	FLORES	(4-0)	ABSENT	AYE	AYE	AYE	AYE

- Council Member Sanchez arrived at 6:09pm

**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*

<b>Motion to Approve Resolution No. 24-06</b>							
1 <sup>st</sup>	2 <sup>nd</sup>	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
CAUDILLO	FLORES	(4-0)	ABSENT	AYE	AYE	AYE	AYE

**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

- No report out of closed session.

**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.

- No request for future items.

**15. ADJOURNMENT**

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

- Meeting adjourned at 7:16 PM.



Check#	Fund	Date	Vendor #	Vendor Name	Description	Amount
<b>25368</b>						<b>\$19.67</b>
	101 - GENERAL FUND	02/09/24	3192	SEIU LOCAL 521	DED:DUES UNION DUES	19.67
<b>25369</b>						<b>\$523.57</b>
	101 - GENERAL FUND	02/09/24	4660	CITY OF LINDSAY	DED:052 WELLNESS	37.85
	101 - GENERAL FUND	02/09/24	4660	CITY OF LINDSAY	DED:L203 CDBG LOAN	485.72
<b>25370</b>						<b>\$350.00</b>
	101 - GENERAL FUND	02/09/24	4660	CITY OF LINDSAY	DED:CDBG CDBG PMT	350.00
<b>25371</b>						<b>\$289.02</b>
	101 - GENERAL FUND	02/09/24	3192	SEIU LOCAL 521	DED:COPE COPE SEIU	1.00
	101 - GENERAL FUND	02/09/24	3192	SEIU LOCAL 521	DED:DUES UNION DUES	288.02
<b>25372</b>						<b>\$7,551.80</b>
	101 - GENERAL FUND	02/09/24	6452	GREAT-WEST TRUST	DED:0500 DEF COMP	2,138.25
	101 - GENERAL FUND	02/09/24	6452	GREAT-WEST TRUST	DED:0555 DC LOANPAY	1,244.39
	101 - GENERAL FUND	02/09/24	6452	GREAT-WEST TRUST	DED:151 DEFERCOMP	3,518.98
	101 - GENERAL FUND	02/09/24	6452	GREAT-WEST TRUST	DED:ROTH ROTH	650.18
<b>25373</b>						<b>\$41.58</b>
	101 - GENERAL FUND	02/09/24	2325	LINDSAY PUBLIC SAFE	DED:LPOA LPOA DUES	41.58
<b>25374</b>						<b>\$85.36</b>
	101 - GENERAL FUND	02/09/24	6246	MCDERMONT VENTURE I	DED:051 MCDERMONT	85.36
<b>25375</b>						<b>\$62.76</b>
	101 - GENERAL FUND	02/09/24	3042	STATE DISBURSEMENT	DED:0512 CHILD SUPT	62.76
<b>25376</b>						<b>\$435.70</b>
	101 - GENERAL FUND	02/09/24	1955	TEAMSTERS LOCAL 856	DED:0508 TEAMSTERS	435.70
<b>25377</b>						<b>\$250.00</b>
	101 - GENERAL FUND	02/09/24	6604	HIPOLITO CERROS	FEB. COUNCIL STIPEN	250.00
<b>25378</b>						<b>\$275.00</b>
	101 - GENERAL FUND	02/09/24	6602	RAMIRO SERNA	FEB. COUNCIL STIPEN	275.00
<b>25379</b>						<b>\$300.00</b>
	101 - GENERAL FUND	02/09/24	6603	RAMONA CAUDILLO	FEB. COUNCIL STIPEN	300.00
<b>25380</b>						<b>\$250.00</b>
	101 - GENERAL FUND	02/09/24	5511	ROSAENA SANCHEZ	FEB. COUNCIL STIPEN	250.00
<b>25381</b>						<b>\$250.00</b>
	101 - GENERAL FUND	02/09/24	4068	YOLANDA FLORES	FEB. COUNCIL STIPEN	250.00
<b>25382</b>						<b>\$536.40</b>
	101 - GENERAL FUND	02/16/24	2873	ADVANTAGE ANSWERING	2/1/24-2/29/24	107.28
	101 - GENERAL FUND	02/16/24	2873	ADVANTAGE ANSWERING	2/1/24-2/29/24	107.28
	552 - WATER	02/16/24	2873	ADVANTAGE ANSWERING	2/1/24-2/29/24	107.28
	553 - SEWER	02/16/24	2873	ADVANTAGE ANSWERING	2/1/24-2/29/24	107.28
	554 - REFUSE	02/16/24	2873	ADVANTAGE ANSWERING	2/1/24-2/29/24	107.28
<b>25383</b>						<b>\$2,232.00</b>
	101 - GENERAL FUND	02/16/24	6362	AMERICAN BUSINESS M	CS-#15146 PROGRAM	2,232.00
<b>25384</b>						<b>\$258.75</b>
	101 - GENERAL FUND	02/16/24	3898	AMERICAN INCORPORAT	PS-HEATER MAINTENANCE	258.75
<b>25385</b>						<b>\$225.00</b>
	400 - WELLNESS CENTER	02/16/24	6950	ANA CARRETERO	JAN. ZUMBA CLASSES	225.00
<b>25386</b>						<b>\$75.00</b>
	400 - WELLNESS CENTER	02/16/24	6097	ANGELICA BERMUDEZ	JAN. ZUMBA CLASSES	75.00
<b>25387</b>						<b>\$175.00</b>
	400 - WELLNESS CENTER	02/16/24	5819	ANITA GUTIERREZ	JAN. ZUMBA CLASSES	175.00
<b>25388</b>						<b>\$216.00</b>
	400 - WELLNESS CENTER	02/16/24	7093	ARMANDO DA SILVA	CA PARKS&REC CONFERENCE	216.00
<b>25389</b>						<b>\$362.16</b>
	101 - GENERAL FUND	02/16/24	3428	AT&T MOBILITY	HR-287297286867 FEB	40.24
	101 - GENERAL FUND	02/16/24	3428	AT&T MOBILITY	CM-287297286867 FEB	40.24
	101 - GENERAL FUND	02/16/24	3428	AT&T MOBILITY	FD-287297286867 FEB	40.24
	101 - GENERAL FUND	02/16/24	3428	AT&T MOBILITY	PS-287297286867 FEB	80.48
	101 - GENERAL FUND	02/16/24	3428	AT&T MOBILITY	CS-287297286867 FEB	120.72
	400 - WELLNESS CENTER	02/16/24	3428	AT&T MOBILITY	WC-287297286867 FEB	40.24
<b>25390</b>						<b>\$257.65</b>
	101 - GENERAL FUND	02/16/24	5457	AUTO ZONE COMMERCIA	WIPER BLADES	37.61
	101 - GENERAL FUND	02/16/24	5457	AUTO ZONE COMMERCIA	DURALAST BATTERY	67.08
	101 - GENERAL FUND	02/16/24	5457	AUTO ZONE COMMERCIA	FUSE CADDY	17.00
	101 - GENERAL FUND	02/16/24	5457	AUTO ZONE COMMERCIA	LAWN & GARDEN BATTE	10.88
	552 - WATER	02/16/24	5457	AUTO ZONE COMMERCIA	MOTOR OIL,OIL FILTE	106.31
	553 - SEWER	02/16/24	5457	AUTO ZONE COMMERCIA	RED THREADLOCKER	18.77
<b>25391</b>						<b>\$3,422.50</b>
	552 - WATER	02/16/24	051	BSK	DRINKING WATER BACT	1,541.25
	553 - SEWER	02/16/24	051	BSK	WASTE WATER EFFLUEN	910.00
	556 - VITA-PAKT	02/16/24	051	BSK	VITA-PAKT-WASTE WATER	971.25
<b>25392</b>						<b>\$270.00</b>
	101 - GENERAL FUND	02/16/24	7131	BUCHALTER	MATTER:C4096-3	270.00

<b>25393</b>						<b>\$2,250.00</b>
101 - GENERAL FUND	02/16/24	6689	BUILDING MAINTENANC	JAN CLEANING SERVICES		321.42
101 - GENERAL FUND	02/16/24	6689	BUILDING MAINTENANC	JAN CLEANING SERVICES		321.43
101 - GENERAL FUND	02/16/24	6689	BUILDING MAINTENANC	JAN CLEANING SERVICES		321.43
101 - GENERAL FUND	02/16/24	6689	BUILDING MAINTENANC	JAN CLEANING SERVICES		321.43
552 - WATER	02/16/24	6689	BUILDING MAINTENANC	JAN CLEANING SERVICES		321.43
553 - SEWER	02/16/24	6689	BUILDING MAINTENANC	JAN CLEANING SERVICES		321.43
554 - REFUSE	02/16/24	6689	BUILDING MAINTENANC	JAN CLEANING SERVICES		321.43
<b>25394</b>						<b>\$2,929.00</b>
101 - GENERAL FUND	02/16/24	7205	BURKE, WILLIAMS & S	12/31/23 ATTORNEY		2,929.00
<b>25395</b>						<b>\$367.00</b>
101 - GENERAL FUND	02/16/24	5013	BUZZ KILL PEST CONT	150 N MIRAGE		145.00
101 - GENERAL FUND	02/16/24	5013	BUZZ KILL PEST CONT	157 N MIRAGE		35.00
400 - WELLNESS CENTER	02/16/24	5013	BUZZ KILL PEST CONT	W.C. 860 SEQUIOA		87.00
886 - SAMOA	02/16/24	5013	BUZZ KILL PEST CONT	SAMOA TOWN HOMES		45.00
887 - SWEETBRIER TOWNHOUSES	02/16/24	5013	BUZZ KILL PEST CONT	HERMOSA TOWN HOMES		55.00
<b>25396</b>						<b>\$12.29</b>
552 - WATER	02/16/24	7201	CADY KEAI	REFUND-CLOSED UB ACCT		12.29
<b>25397</b>						<b>\$200.00</b>
400 - WELLNESS CENTER	02/16/24	7204	CALIFORNIA HEALTH C	FACILITY DEPOSIT		100.00
400 - WELLNESS CENTER	02/16/24	7204	CALIFORNIA HEALTH C	REFUND-OVER CHARGE		100.00
<b>25398</b>						<b>\$1,620.00</b>
101 - GENERAL FUND	02/16/24	6351	CANON FINANCIAL SER	HR-#2UL13500 FEB.		270.00
101 - GENERAL FUND	02/16/24	6351	CANON FINANCIAL SER	CM-#2UL13336 FEB.		270.00
101 - GENERAL FUND	02/16/24	6351	CANON FINANCIAL SER	FD-#2XK04886 FEB.		270.00
101 - GENERAL FUND	02/16/24	6351	CANON FINANCIAL SER	PS-#2XK04493 FEB.		270.00
101 - GENERAL FUND	02/16/24	6351	CANON FINANCIAL SER	PS-#4QV00754 FEB.		270.00
101 - GENERAL FUND	02/16/24	6351	CANON FINANCIAL SER	CS-#2YJ16699 FEB.		270.00
<b>25399</b>						<b>\$597.23</b>
101 - GENERAL FUND	02/16/24	076	CENTRAL VALLEY BUSI	NOTICE TO APPEAR		597.23
<b>25400</b>						<b>\$2,234.10</b>
553 - SEWER	02/16/24	6617	CENTRAL VALLEY SALI	P&O STUDY CONTRIBUTION		2,234.10
<b>25401</b>						<b>\$5,050.00</b>
261 - GAS TAX FUND	02/16/24	1702	SCA OF CA, LLC	JAN. AIR SWEEPING		5,050.00
<b>25402</b>						<b>\$150.00</b>
101 - GENERAL FUND	02/16/24	4660	CITY OF LINDSAY	C.S BEGINNING CASH		150.00
<b>25403</b>						<b>\$4,250.00</b>
400 - WELLNESS CENTER	02/16/24	6090	CLEAN CUT LANDSCAPE	JAN. LANDSCAPING SV		975.00
883 - SIERRA VIEW ASSESSMENT	02/16/24	6090	CLEAN CUT LANDSCAPE	SIERRA VIEW ESTATES		1,298.00
884 - HERITAGE ASSESSMENT DIST	02/16/24	6090	CLEAN CUT LANDSCAPE	HERITAGE PARK-LANDS		315.00
886 - SAMOA	02/16/24	6090	CLEAN CUT LANDSCAPE	SAMOA TOWNHOMES		154.00
887 - SWEETBRIER TOWNHOUSES	02/16/24	6090	CLEAN CUT LANDSCAPE	SWEETBRIAR/HERMOSA		546.00
888 - PARKSIDE	02/16/24	6090	CLEAN CUT LANDSCAPE	PARKSIDE ESTATES-LA		225.00
889 - SIERRA VISTA ASSESSMENT	02/16/24	6090	CLEAN CUT LANDSCAPE	SIERRA VISTA ESTATE		97.00
890 - MAPLE VALLEY ASSESSMENT	02/16/24	6090	CLEAN CUT LANDSCAPE	MAPLE VALLEY-LANDSC		55.00
891 - PELOUS RANCH	02/16/24	6090	CLEAN CUT LANDSCAPE	PELOUS RANCH-LANDSC		585.00
<b>25404</b>						<b>\$1,500.00</b>
101 - GENERAL FUND	02/16/24	6488	CLEAR GOV INC	CG-CLEAR FORMS DUES		1,500.00
<b>25405</b>						<b>\$355.30</b>
101 - GENERAL FUND	02/16/24	102	CULLIGAN	#53249-251 E HONOLU		10.50
101 - GENERAL FUND	02/16/24	102	CULLIGAN	#53249-251 E HONOLU		10.50
101 - GENERAL FUND	02/16/24	102	CULLIGAN	#53249-251 E HONOLU		67.50
101 - GENERAL FUND	02/16/24	102	CULLIGAN	#156018-LATE FEE		0.55
101 - GENERAL FUND	02/16/24	102	CULLIGAN	PS-185 N GALE HILL		171.00
101 - GENERAL FUND	02/16/24	102	CULLIGAN	#156018-150 N MIRAG		40.50
400 - WELLNESS CENTER	02/16/24	102	CULLIGAN	W.C. 860 SEQUIOA		15.75
553 - SEWER	02/16/24	102	CULLIGAN	#3301-23611 RD 196		39.00
<b>25406</b>						<b>\$7,020.74</b>
552 - WATER	02/16/24	5741	CUMMINS SALES & SER	PORTABLE GENERATOR		945.78
553 - SEWER	02/16/24	5741	CUMMINS SALES & SER	PORTABLE GENERATOR		945.77
553 - SEWER	02/16/24	5741	CUMMINS SALES & SER	TONYVILLE-FULL SVC		2,275.73
553 - SEWER	02/16/24	5741	CUMMINS SALES & SER	WWTP-FULL SERVICE		2,853.46
<b>25407</b>						<b>\$850.00</b>
552 - WATER	02/16/24	6118	CVIN LLC D.B.A. VAS	2/1/24-2/29/24		283.34
553 - SEWER	02/16/24	6118	CVIN LLC D.B.A. VAS	2/1/24-2/29/24		283.33
554 - REFUSE	02/16/24	6118	CVIN LLC D.B.A. VAS	2/1/24-2/29/24		283.33
<b>25408</b>						<b>\$140.00</b>
101 - GENERAL FUND	02/16/24	316	DEPT OF JUSTICE	DEC. ALCOHOL ANALYSIS		140.00
<b>25409</b>						<b>\$729.42</b>
261 - GAS TAX FUND	02/16/24	113	DEPT OF TRANSPORTAT	OCT-DEC SIGNALS&LIG		729.42
<b>25410</b>						<b>\$366.75</b>
781 - CAL HOME RLF	02/16/24	2540	DEPT.OF HOUSING & C	1/31/24CALHOME TO H		366.75
<b>25411</b>						<b>\$11,136.61</b>
700 - CDBG REVOLVING LN FUND	02/16/24	2540	DEPT.OF HOUSING & C	1/31/24 CDBG TO HCD		11,136.61
<b>25412</b>						<b>\$6,332.21</b>
720 - HOME REVOLVING LN FUND	02/16/24	2540	DEPT.OF HOUSING & C	1/31/24 HOME TO HCD		6,332.21
<b>25413</b>						<b>\$73.49</b>
101 - GENERAL FUND	02/16/24	5596	DIVISON OF THE STAT	CASP QTR 2023-4		734.93
101 - GENERAL FUND	02/16/24	5596	DIVISON OF THE STAT	CASP QTR 2023-4		(661.44)

<b>25414</b>						<b>\$2,721.07</b>
	553 - SEWER	02/16/24	5978	DOMINO SOLAR LTD	JB-9325693-00 JAN.	2,721.07
<b>25415</b>						<b>\$19,172.21</b>
	101 - GENERAL FUND	02/16/24	119	DOUG DELEO WELDING	LIGHT BOLLARD MOUNT	446.26
	101 - GENERAL FUND	02/16/24	119	DOUG DELEO WELDING	NEW TRUCK BED W/LIF	16,018.38
	553 - SEWER	02/16/24	119	DOUG DELEO WELDING	WW-REPAIR GEAR BOX	2,685.56
	553 - SEWER	02/16/24	119	DOUG DELEO WELDING	WW-S/S CAP SCREW	22.01
<b>25416</b>						<b>\$300.00</b>
	400 - WELLNESS CENTER	02/16/24	6973	ELIZABETH GUND	JAN RESET&REWIND YO	300.00
<b>25417</b>						<b>\$6,870.86</b>
	101 - GENERAL FUND	02/16/24	5803	EMD NETWORKING SERV	MARCH MONTHLY SVC	6,870.86
<b>25418</b>						<b>\$234,170.00</b>
	552 - WATER	02/16/24	6299	ERS INDUSTRIAL SERV	WTP-BANK D REVISION	234,170.00
<b>25419</b>						<b>\$917.67</b>
	101 - GENERAL FUND	02/16/24	3409	FASTENAL	GLOVES & SHOVELS	131.09
	101 - GENERAL FUND	02/16/24	3409	FASTENAL	GLOVES & SHOVELS	131.09
	101 - GENERAL FUND	02/16/24	3409	FASTENAL	GLOVES & SHOVELS	131.09
	552 - WATER	02/16/24	3409	FASTENAL	GLOVES & SHOVELS	131.10
	553 - SEWER	02/16/24	3409	FASTENAL	GLOVES & SHOVELS	131.10
	554 - REFUSE	02/16/24	3409	FASTENAL	GLOVES & SHOVELS	131.10
	556 - VITA-PAKT	02/16/24	3409	FASTENAL	GLOVES & SHOVELS	131.10
<b>25420</b>						<b>\$4,430.00</b>
	552 - WATER	02/16/24	137	FRIANT WATER AUTHOR	FKC ROUTINE OM&R CO	4,430.00
<b>25421</b>						<b>\$1,502.98</b>
	101 - GENERAL FUND	02/16/24	6010	FRONTIER COMMUNICAT	209-151-2650	21.67
	101 - GENERAL FUND	02/16/24	6010	FRONTIER COMMUNICAT	209-151-2652	43.23
	101 - GENERAL FUND	02/16/24	6010	FRONTIER COMMUNICAT	209-151-2656	43.23
	101 - GENERAL FUND	02/16/24	6010	FRONTIER COMMUNICAT	209-151-2662	57.17
	101 - GENERAL FUND	02/16/24	6010	FRONTIER COMMUNICAT	562-2512	189.22
	101 - GENERAL FUND	02/16/24	6010	FRONTIER COMMUNICAT	209-151-2650	21.67
	101 - GENERAL FUND	02/16/24	6010	FRONTIER COMMUNICAT	209-042-9309	1.99
	552 - WATER	02/16/24	6010	FRONTIER COMMUNICAT	209-150-2936	78.68
	552 - WATER	02/16/24	6010	FRONTIER COMMUNICAT	209-151-2650	21.66
	552 - WATER	02/16/24	6010	FRONTIER COMMUNICAT	562-1552	134.39
	552 - WATER	02/16/24	6010	FRONTIER COMMUNICAT	562-7131	167.30
	553 - SEWER	02/16/24	6010	FRONTIER COMMUNICAT	209-150-3621	113.80
	553 - SEWER	02/16/24	6010	FRONTIER COMMUNICAT	209-151-2650	21.66
	553 - SEWER	02/16/24	6010	FRONTIER COMMUNICAT	209-151-2654	43.23
	553 - SEWER	02/16/24	6010	FRONTIER COMMUNICAT	209-151-2655	43.04
	553 - SEWER	02/16/24	6010	FRONTIER COMMUNICAT	559-562-6317	110.20
	553 - SEWER	02/16/24	6010	FRONTIER COMMUNICAT	562-7132	390.84
<b>25422</b>						<b>\$6.43</b>
	101 - GENERAL FUND	02/16/24	1925	FRUIT GROWERS SUPPL	HEXAGON NUTS	6.43
<b>25423</b>						<b>\$986.53</b>
	101 - GENERAL FUND	02/16/24	148	GOMEZ AUTO & SMOG	LIC1405963-OIL CHAN	192.03
	101 - GENERAL FUND	02/16/24	148	GOMEZ AUTO & SMOG	LIC1405969-ENGINE D	97.00
	101 - GENERAL FUND	02/16/24	148	GOMEZ AUTO & SMOG	VIN5957-SAFETY LIGH	238.50
	552 - WATER	02/16/24	148	GOMEZ AUTO & SMOG	LIC#1456094-BRAKES	220.50
	552 - WATER	02/16/24	148	GOMEZ AUTO & SMOG	VIN5957-SAFETY LIGH	238.50
<b>25424</b>						<b>\$10,822.59</b>
	101 - GENERAL FUND	02/16/24	5647	GRISWOLD,LASALLE,CO	#22752.003-CITY COU	3,530.00
	101 - GENERAL FUND	02/16/24	5647	GRISWOLD,LASALLE,CO	#22752.004-FINANCE	1,140.00
	101 - GENERAL FUND	02/16/24	5647	GRISWOLD,LASALLE,CO	#22752.005-POLICE D	96.67
	101 - GENERAL FUND	02/16/24	5647	GRISWOLD,LASALLE,CO	#22752.006-CITY CLE	760.00
	101 - GENERAL FUND	02/16/24	5647	GRISWOLD,LASALLE,CO	#22752.007-CITY MAN	2,812.50
	101 - GENERAL FUND	02/16/24	5647	GRISWOLD,LASALLE,CO	#22752.009-LABOR RE	60.42
	101 - GENERAL FUND	02/16/24	5647	GRISWOLD,LASALLE,CO	#22752.012-PLANNING	665.92
	101 - GENERAL FUND	02/16/24	5647	GRISWOLD,LASALLE,CO	#22752.115-EMPLOYEE	135.00
	101 - GENERAL FUND	02/16/24	5647	GRISWOLD,LASALLE,CO	#22752.116-EMPLOYEE	1,622.08
<b>25425</b>						<b>\$325.43</b>
	101 - GENERAL FUND	02/16/24	1391	HOME DEPOT	PAINT, BRUSH, TAPE	218.60
	101 - GENERAL FUND	02/16/24	1391	HOME DEPOT	PEGHOOK,PEGBOARD HO	59.55
	101 - GENERAL FUND	02/16/24	1391	HOME DEPOT	REBAR & REBAR TIES	47.28
<b>25426</b>						<b>\$425.00</b>
	101 - GENERAL FUND	02/16/24	6346	JEFF PFEIFFER	FEB. SQUIRREL TREAT	425.00
<b>25427</b>						<b>\$152.29</b>
	101 - GENERAL FUND	02/16/24	1198	JENSEN & PILEGARD	CHAIN LOOP	152.29
<b>25428</b>						<b>\$1,090.15</b>
	400 - WELLNESS CENTER	02/16/24	5788	LINCOLN AQUATICS	LIQUID CHLORINE	1,090.15
<b>25429</b>						<b>\$1,094.88</b>
	101 - GENERAL FUND	02/16/24	4067	LINCOLN NAT'L INSUR	FEB 2024 LIFE PLAN	1,094.88
<b>25430</b>						<b>\$150.00</b>
	101 - GENERAL FUND	02/16/24	078	LINDSAY CHAMBER OF	3 TICKETS-AWARDS	150.00

<b>25431</b>						<b>\$1,900.00</b>
	400 - WELLNESS CENTER	02/16/24	6260	LLEON SERVICES	W.C.-CHEMICAL BALAN	1,800.00
	400 - WELLNESS CENTER	02/16/24	6260	LLEON SERVICES	WC-WATER HEATER FIL	100.00
<b>25432</b>						<b>\$150.00</b>
	400 - WELLNESS CENTER	02/16/24	6599	MARIA EDWARDS	JAN ZUMBA CLASSES	150.00
<b>25433</b>						<b>\$1,685.66</b>
	101 - GENERAL FUND	02/16/24	6550	MARIO SAGREDO ELECT	ROUNABOUT LIGHTS	232.16
	101 - GENERAL FUND	02/16/24	6550	MARIO SAGREDO ELECT	LINDSAY SIGN-LIGHT	587.24
	261 - GAS TAX FUND	02/16/24	6550	MARIO SAGREDO ELECT	BOLLARD-SAMOA/MIRAGE	634.10
	261 - GAS TAX FUND	02/16/24	6550	MARIO SAGREDO ELECT	ROUNABOUT LIGHTS	232.16
<b>25434</b>						<b>\$150.00</b>
	400 - WELLNESS CENTER	02/16/24	6807	MARISOL DIAZ VELASQ	JAN. SPIN&ZUMBA CLASS	150.00
<b>25435</b>						<b>\$2,787.63</b>
	101 - GENERAL FUND	02/16/24	2735	MEZQUITE NURSERY, I	CITY HALL-PLANTS	2,787.63
<b>25436</b>						<b>\$16,597.28</b>
	554 - REFUSE	02/16/24	5852	MID VALLEY DISPOSAL	REFUSE PAID THRU12/31	16,597.28
<b>25437</b>						<b>\$883.66</b>
	101 - GENERAL FUND	02/16/24	247	MINERAL KING PUBLIS	PLANNING-ORD#606	48.38
	101 - GENERAL FUND	02/16/24	247	MINERAL KING PUBLIS	PLANNING-ORD#612	64.50
	552 - WATER	02/16/24	247	MINERAL KING PUBLIS	BANK D PROJECT	381.63
	600 - CAPITAL IMPROVEMENT	02/16/24	247	MINERAL KING PUBLIS	OLIVE BOWL	389.15
<b>25438</b>						<b>\$4,500.00</b>
	101 - GENERAL FUND	02/16/24	6947	MOSS, LEVY & HARTZH	COMPLETION-SCO REPO	4,500.00
<b>25439</b>						<b>\$647.63</b>
	101 - GENERAL FUND	02/16/24	6162	MUNISERVICES	STARS CA-Q3 2023	647.63
<b>25440</b>						<b>\$22.38</b>
	552 - WATER	02/16/24	7203	OLMOS JOHN	REFUND CLOSED UB AC	22.38
<b>25441</b>						<b>\$13.95</b>
	101 - GENERAL FUND	02/16/24	1565	OACYS.COM INC	DOMAIN PARKING & DN	13.95
<b>25442</b>						<b>\$4,355.23</b>
	552 - WATER	02/16/24	6673	PACE SUPPLY CORP	BRASS BALL VALVE CU	2,171.39
	552 - WATER	02/16/24	6673	PACE SUPPLY CORP	BRASS COUPLING	43.08
	552 - WATER	02/16/24	6673	PACE SUPPLY CORP	BRASS COUPLINGS	1,127.52
	552 - WATER	02/16/24	6673	PACE SUPPLY CORP	COMP PEP BRASS COUP	296.32
	552 - WATER	02/16/24	6673	PACE SUPPLY CORP	LID WATER BOLT DOWN	192.57
	552 - WATER	02/16/24	6673	PACE SUPPLY CORP	SS BAND REPAIR CLAM	301.41
	553 - SEWER	02/16/24	6673	PACE SUPPLY CORP	MANHOLE LID LIFTER	222.94
<b>25443</b>						<b>\$127.78</b>
	101 - GENERAL FUND	02/16/24	276	PORTERVILLE RECORDE	CUP#24-01 RECYCLING	127.78
<b>25444</b>						<b>\$20,782.80</b>
	101 - GENERAL FUND	02/16/24	4618	PROVOST & PRITCHARD	DEC. ENGINEER&GIS S	39.90
	552 - WATER	02/16/24	4618	PROVOST & PRITCHARD	2022 WATER LOSS AUD	678.30
	552 - WATER	02/16/24	4618	PROVOST & PRITCHARD	ANNUAL WATER SHORTA	108.00
	552 - WATER	02/16/24	4618	PROVOST & PRITCHARD	URBAN WATER MGMT PL	865.40
	552 - WATER	02/16/24	4618	PROVOST & PRITCHARD	WATER ANALYSIS RATE	352.80
	553 - SEWER	02/16/24	4618	PROVOST & PRITCHARD	GWM&R EAST PONDS	294.00
	553 - SEWER	02/16/24	4618	PROVOST & PRITCHARD	SEWER ANALYSIS RATE	352.80
	556 - VITA-PAKT	02/16/24	4618	PROVOST & PRITCHARD	VITA-PAKT CONSULT S	2,303.50
	600 - CAPITAL IMPROVEMENT	02/16/24	4618	PROVOST & PRITCHARD	TULARE RD & FOOHIL	11,490.50
	600 - CAPITAL IMPROVEMENT	02/16/24	4618	PROVOST & PRITCHARD	VARIOUS RD IMPROVEM	4,297.60
<b>25445</b>						<b>\$2,468.50</b>
	101 - GENERAL FUND	02/16/24	399	QUAD KNOPF,INC.	1001 FRESNO IMP. PL	825.00
	101 - GENERAL FUND	02/16/24	399	QUAD KNOPF,INC.	1001 FRESNO-FINAL	720.50
	101 - GENERAL FUND	02/16/24	399	QUAD KNOPF,INC.	GEN PLANNING SERVICE	923.00
<b>25446</b>						<b>\$1,663.43</b>
	101 - GENERAL FUND	02/16/24	285	QUILL CORPORATION	BINDERS,TONER	194.62
	101 - GENERAL FUND	02/16/24	285	QUILL CORPORATION	TONER,FOLDERS,TAPE	199.73
	101 - GENERAL FUND	02/16/24	285	QUILL CORPORATION	TONER,STAPLES,TAPE	196.58
	101 - GENERAL FUND	02/16/24	285	QUILL CORPORATION	COPY PAPER	364.23
	101 - GENERAL FUND	02/16/24	285	QUILL CORPORATION	BATTERIES,DESK SORT	83.60
	101 - GENERAL FUND	02/16/24	285	QUILL CORPORATION	TRASH BAGS	566.50
	400 - WELLNESS CENTER	02/16/24	285	QUILL CORPORATION	COFFEE CREAMER,TAPE	45.57
	400 - WELLNESS CENTER	02/16/24	285	QUILL CORPORATION	T-REX TAPE	12.60
<b>25447</b>						<b>\$6,500.00</b>
	552 - WATER	02/16/24	6095	RALPH GUTIERREZ WAT	JAN. CPO WATER TREATMENT	3,250.00
	553 - SEWER	02/16/24	6095	RALPH GUTIERREZ WAT	JAN. CPO SEWER TREATMENT	3,250.00
<b>25448</b>						<b>\$1,168.66</b>
	101 - GENERAL FUND	02/16/24	6181	RON BARKER/ASPHALT	COLD MIX PALLET	584.33
	552 - WATER	02/16/24	6181	RON BARKER/ASPHALT	COLD MIX PALLET	584.33
<b>25449</b>						<b>\$390.00</b>
	101 - GENERAL FUND	02/16/24	7143	SEQUOIA HEALTH CARE	JAN. 2024 CLAIMS	390.00
<b>25450</b>						<b>\$400.00</b>
	101 - GENERAL FUND	02/16/24	302	SEQUOIA TOWING	1/4/24 CASE#06786 T	400.00
<b>25451</b>						<b>\$225.00</b>
	400 - WELLNESS CENTER	02/16/24	3208	SHANNON PATTERSON	JAN. STRENGTH&BALANCE	225.00
<b>25452</b>						<b>\$867.00</b>
	553 - SEWER	02/16/24	890	SJVAPCD	24/25 ANNUAL PERMIT	867.00

<b>25454</b>						<b>\$44,356.27</b>
101 - GENERAL FUND	02/16/24	310	SOUTHERN CA. EDISON	600001505934-LATE FEE		189.20
101 - GENERAL FUND	02/16/24	310	SOUTHERN CA. EDISON	700271196179-LATE FEE		0.13
101 - GENERAL FUND	02/16/24	310	SOUTHERN CA. EDISON	700345129983-LATE FEE		0.41
101 - GENERAL FUND	02/16/24	310	SOUTHERN CA. EDISON	700439853113-LATE FEE		0.28
101 - GENERAL FUND	02/16/24	310	SOUTHERN CA. EDISON	700477296224-LATE FEE		0.52
101 - GENERAL FUND	02/16/24	310	SOUTHERN CA. EDISON	700477332697-LATE FEE		0.58
101 - GENERAL FUND	02/16/24	310	SOUTHERN CA. EDISON	700482892316-LATE FEE		1.26
101 - GENERAL FUND	02/16/24	310	SOUTHERN CA. EDISON	700506806452-LATE FEE		0.19
101 - GENERAL FUND	02/16/24	310	SOUTHERN CA. EDISON	600001505934		1,127.66
101 - GENERAL FUND	02/16/24	310	SOUTHERN CA. EDISON	600001505934		1,772.39
101 - GENERAL FUND	02/16/24	310	SOUTHERN CA. EDISON	600001505934		43.31
101 - GENERAL FUND	02/16/24	310	SOUTHERN CA. EDISON	268 N SWEETBRIAR F/		4.96
101 - GENERAL FUND	02/16/24	310	SOUTHERN CA. EDISON	600001505934		1,007.57
261 - GAS TAX FUND	02/16/24	310	SOUTHERN CA. EDISON	108 HERMOSA PED.		71.86
261 - GAS TAX FUND	02/16/24	310	SOUTHERN CA. EDISON	108 W HERMOSA LS3		24.07
261 - GAS TAX FUND	02/16/24	310	SOUTHERN CA. EDISON	113 W HICKORY		42.07
261 - GAS TAX FUND	02/16/24	310	SOUTHERN CA. EDISON	135 W HONOLULU LS3A		91.59
261 - GAS TAX FUND	02/16/24	310	SOUTHERN CA. EDISON	150 E HONOLULU LS3B		90.49
261 - GAS TAX FUND	02/16/24	310	SOUTHERN CA. EDISON	151 W HONOLULU LS3C		75.95
261 - GAS TAX FUND	02/16/24	310	SOUTHERN CA. EDISON	151 W SAMOA LS3D		73.70
261 - GAS TAX FUND	02/16/24	310	SOUTHERN CA. EDISON	157 N MIRAGE LED		32.26
261 - GAS TAX FUND	02/16/24	310	SOUTHERN CA. EDISON	269 N SWEETBRIAR AV		63.53
261 - GAS TAX FUND	02/16/24	310	SOUTHERN CA. EDISON	600001505934		6,257.33
552 - WATER	02/16/24	310	SOUTHERN CA. EDISON	600001505934		22,735.91
553 - SEWER	02/16/24	310	SOUTHERN CA. EDISON	598 MONTE VISTA LP		26.45
553 - SEWER	02/16/24	310	SOUTHERN CA. EDISON	600001505934		481.59
553 - SEWER	02/16/24	310	SOUTHERN CA. EDISON	WWTP-23611 RD 196		8,502.66
556 - VITA-PAKT	02/16/24	310	SOUTHERN CA. EDISON	600001505934		268.72
883 - SIERRA VIEW ASSESSMENT	02/16/24	310	SOUTHERN CA. EDISON	600001505934		286.32
884 - HERITAGE ASSESSMENT DIST	02/16/24	310	SOUTHERN CA. EDISON	600001505934		95.77
886 - SAMOA	02/16/24	310	SOUTHERN CA. EDISON	600001505934		43.96
887 - SWEETBRIER TOWNHOUSES	02/16/24	310	SOUTHERN CA. EDISON	600001505934		29.45
888 - PARKSIDE	02/16/24	310	SOUTHERN CA. EDISON	600001505934		95.28
889 - SIERRA VISTA ASSESSMENT	02/16/24	310	SOUTHERN CA. EDISON	600001505934		204.24
890 - MAPLE VALLEY ASSESSMENT	02/16/24	310	SOUTHERN CA. EDISON	600001505934		105.47
891 - PELOUS RANCH	02/16/24	310	SOUTHERN CA. EDISON	1250 PARKSIDE IRRIGATION		16.38
891 - PELOUS RANCH	02/16/24	310	SOUTHERN CA. EDISON	600001505934		492.76
<b>25455</b>						<b>\$3,801.79</b>
101 - GENERAL FUND	02/16/24	2250	CALIFORNIA DEPT OF	LATE FEE		340.46
552 - WATER	02/16/24	2250	CALIFORNIA DEPT OF	WR-1/7/23-6/30/24		3,461.33
<b>25456</b>						<b>\$2,000.00</b>
101 - GENERAL FUND	02/16/24	7001	STATE BOARD OF EQUA	LAFCO CASE#1563-L-5		2,000.00
<b>25457</b>						<b>\$4,506.34</b>
101 - GENERAL FUND	02/16/24	6146	SUPERION, LLC	#10/12 SOFTWARE		1,126.58
552 - WATER	02/16/24	6146	SUPERION, LLC	#10/12 SOFTWARE		1,126.59
553 - SEWER	02/16/24	6146	SUPERION, LLC	#10/12 SOFTWARE		1,126.59
554 - REFUSE	02/16/24	6146	SUPERION, LLC	#10/12 SOFTWARE		1,126.58
<b>25458</b>						<b>\$11,372.59</b>
101 - GENERAL FUND	02/16/24	144	THE GAS COMPANY	185 N GALE HILL		689.38
101 - GENERAL FUND	02/16/24	144	THE GAS COMPANY	139 N SWEETBRIAR BB		15.16
101 - GENERAL FUND	02/16/24	144	THE GAS COMPANY	140 N MIRAGE		418.83
101 - GENERAL FUND	02/16/24	144	THE GAS COMPANY	251 E HONOLULU		1,058.90
400 - WELLNESS CENTER	02/16/24	144	THE GAS COMPANY	740 SEQUOIA-POOL		8,344.56
400 - WELLNESS CENTER	02/16/24	144	THE GAS COMPANY	W.C.-740 SEQUOIA BL		845.76
<b>25459</b>						<b>\$734.70</b>
400 - WELLNESS CENTER	02/16/24	3396	TK ELEVATOR CORPORA	W.C. FULL MAINTENAN		734.70
<b>25460</b>						<b>\$1,755.00</b>
101 - GENERAL FUND	02/16/24	6656	TOTAL COMPENSATION	GASB75-2ND INSTALLM		1,755.00
<b>25461</b>						<b>\$60.00</b>
101 - GENERAL FUND	02/16/24	6413	TRANS UNION LLC	12/26/23-1/25/24 SV		60.00
<b>25462</b>						<b>\$1,059.00</b>
400 - WELLNESS CENTER	02/16/24	1664	TU CO ENVIRONMENTAL	2/1/24-SPA/HOT TUB		337.00
400 - WELLNESS CENTER	02/16/24	1664	TU CO ENVIRONMENTAL	2/1/24-SWIMMING POO		722.00
<b>25463</b>						<b>\$2,420.92</b>
553 - SEWER	02/16/24	3814	TURNUPSEED ELECTRIC	WWTP-NORD		2,420.92
<b>25464</b>						<b>\$1,658.88</b>
101 - GENERAL FUND	02/16/24	5747	USA STAFFING INC.	1/21/24 PS-DANA G.		737.28
101 - GENERAL FUND	02/16/24	5747	USA STAFFING INC.	1/28/24 PS-DANA G.		921.60
<b>25465</b>						<b>\$4,361.80</b>
552 - WATER	02/16/24	5413	UNIVAR USA INC	12.5% LIQUICHLOR		4,361.80
<b>25466</b>						<b>\$611.54</b>
552 - WATER	02/16/24	356	USA BLUEBOOK	CHLORINE FREE REAGE		528.89
553 - SEWER	02/16/24	356	USA BLUEBOOK	FILTER PAPER GRADE1		82.65

<b>25467</b>						<b>\$130.15</b>
	101 - GENERAL FUND	02/16/24	1041	VERIZON WIRELESS	642065758-0003 JAN.	21.69
	101 - GENERAL FUND	02/16/24	1041	VERIZON WIRELESS	642065758-0003 JAN.	21.69
	101 - GENERAL FUND	02/16/24	1041	VERIZON WIRELESS	642065758-0003 JAN.	21.69
	552 - WATER	02/16/24	1041	VERIZON WIRELESS	642065758-0003 JAN.	21.69
	553 - SEWER	02/16/24	1041	VERIZON WIRELESS	642065758-0003 JAN.	21.69
	554 - REFUSE	02/16/24	1041	VERIZON WIRELESS	642065758-0003 JAN.	21.70
<b>25468</b>						<b>\$1,786.42</b>
	101 - GENERAL FUND	02/16/24	368	VOLLMER EXCAVATION,	LOAD OF COLD MIX	685.79
	261 - GAS TAX FUND	02/16/24	368	VOLLMER EXCAVATION,	LOAD OF DG	207.42
	552 - WATER	02/16/24	368	VOLLMER EXCAVATION,	LOAD OF COLD MIX	685.79
	552 - WATER	02/16/24	368	VOLLMER EXCAVATION,	LOAD OF DG	207.42
<b>25469</b>						<b>\$1,409.31</b>
	101 - GENERAL FUND	02/16/24	612	WEISENBERGERS ACE H	14" CUT OFFSAW	469.77
	101 - GENERAL FUND	02/16/24	612	WEISENBERGERS ACE H	14" CUT OFFSAW	469.77
	552 - WATER	02/16/24	612	WEISENBERGERS ACE H	14" CUT OFFSAW	469.77
<b>25470</b>						<b>\$175.00</b>
	400 - WELLNESS CENTER	02/16/24	5912	YVETTE DURAN	JAN POUND&ZUMBA CLASS	175.00
<b>25471</b>						<b>\$1,305.11</b>
	261 - GAS TAX FUND	02/16/24	382	ZUMAR INDUSTRIES IN	STREET SIGNS	1,305.11
<b>25472</b>						<b>\$672.00</b>
	101 - GENERAL FUND	02/23/24	6452	GREAT-WEST TRUST	DED:151 DEFERCOMP	336.00
	101 - GENERAL FUND	02/23/24	6452	GREAT-WEST TRUST	DED:ROTH ROTH	336.00
<b>25473</b>						<b>\$387.85</b>
	101 - GENERAL FUND	02/23/24	4660	CITY OF LINDSAY	DED:052 WELLNESS	37.85
	101 - GENERAL FUND	02/23/24	4660	CITY OF LINDSAY	DED:CDBG CDBG PMT	350.00
<b>25474</b>						<b>\$485.72</b>
	101 - GENERAL FUND	02/23/24	4660	CITY OF LINDSAY	DED:L203 CDBG LOAN	485.72
<b>25475</b>						<b>\$289.02</b>
	101 - GENERAL FUND	02/23/24	3192	SEIU LOCAL 521	DED:COPE COPE SEIU	1.00
	101 - GENERAL FUND	02/23/24	3192	SEIU LOCAL 521	DED:DUES UNION DUES	288.02
<b>25476</b>						<b>\$7,253.92</b>
	101 - GENERAL FUND	02/23/24	6452	GREAT-WEST TRUST	DED:0500 DEF COMP	2,041.21
	101 - GENERAL FUND	02/23/24	6452	GREAT-WEST TRUST	DED:0555 DC LOANPAY	1,244.39
	101 - GENERAL FUND	02/23/24	6452	GREAT-WEST TRUST	DED:151 DEFERCOMP	3,242.16
	101 - GENERAL FUND	02/23/24	6452	GREAT-WEST TRUST	DED:ROTH ROTH	726.16
<b>25477</b>						<b>\$41.58</b>
	101 - GENERAL FUND	02/23/24	2325	LINDSAY PUBLIC SAFE	DED:LPOA LPOA DUES	41.58
<b>25478</b>						<b>\$85.36</b>
	101 - GENERAL FUND	02/23/24	6246	MCDERMONT VENTURE I	DED:051 MCDERMONT	85.36
<b>25479</b>						<b>\$62.76</b>
	101 - GENERAL FUND	02/23/24	3042	STATE DISBURSEMENT	DED:0512 CHILD SUPT	62.76
<b>25480</b>						<b>\$435.70</b>
	101 - GENERAL FUND	02/23/24	1955	TEAMSTERS LOCAL 856	DED:0508 TEAMSTERS	435.70
<b>25484</b>						<b>\$1,146.00</b>
	101 - GENERAL FUND	03/01/24	6504	ADVENTIST HEALTH TO	JAN. TOXICOLOGY SVC	1,146.00
<b>25485</b>						<b>\$3,441.40</b>
	101 - GENERAL FUND	03/01/24	7096	AEP CALIFORNIA LLC	LIGHTBAR & ANTENNA	3,441.40
<b>25486</b>						<b>\$257.75</b>
	101 - GENERAL FUND	03/01/24	007	AG IRRIGATION SALES	BOX COVERS & LIDS	46.77
	101 - GENERAL FUND	03/01/24	007	AG IRRIGATION SALES	GARDEN VALVE	9.22
	552 - WATER	03/01/24	007	AG IRRIGATION SALES	REPAIR CLAMPS W/BOL	29.26
	553 - SEWER	03/01/24	007	AG IRRIGATION SALES	SHURFLO 1.8GPM 12VD	172.50
<b>25487</b>						<b>\$45.00</b>
	101 - GENERAL FUND	03/01/24	1858	ALL PRO FIRE AND SA	OLIVE BOWL-DRY CHEM	45.00
<b>25488</b>						<b>\$15.00</b>
	400 - WELLNESS CENTER	03/01/24	6362	AMERICAN BUSINESS M	W.C.-GPR-58 TONER	15.00
<b>25489</b>						<b>\$1,054.80</b>
	101 - GENERAL FUND	03/01/24	6600	AMERICAN HERITAGE L	MARCH ACCIDENT PLAN	1,054.80
<b>25490</b>						<b>\$281.51</b>
	101 - GENERAL FUND	03/01/24	5457	AUTO ZONE COMMERCIA	FIRE EXTINGUISHER	131.62
	553 - SEWER	03/01/24	5457	AUTO ZONE COMMERCIA	BATTERY	149.89
<b>25491</b>						<b>\$2,250.00</b>
	101 - GENERAL FUND	03/01/24	6689	BUILDING MAINTENANC	FEB CLEANING SERVICE	321.42
	101 - GENERAL FUND	03/01/24	6689	BUILDING MAINTENANC	FEB CLEANING SERVICE	321.43
	101 - GENERAL FUND	03/01/24	6689	BUILDING MAINTENANC	FEB CLEANING SERVICE	321.43
	101 - GENERAL FUND	03/01/24	6689	BUILDING MAINTENANC	FEB CLEANING SERVICE	321.43
	552 - WATER	03/01/24	6689	BUILDING MAINTENANC	FEB CLEANING SERVICE	321.43
	553 - SEWER	03/01/24	6689	BUILDING MAINTENANC	FEB CLEANING SERVICE	321.43
	554 - REFUSE	03/01/24	6689	BUILDING MAINTENANC	FEB CLEANING SERVICE	321.43
<b>25492</b>						<b>\$812.00</b>
	101 - GENERAL FUND	03/01/24	7205	BURKE, WILLIAMS & S	NOV. ATTORNEY FEES	812.00
<b>25493</b>						<b>\$524.07</b>
	101 - GENERAL FUND	03/01/24	6351	CANON FINANCIAL SER	HR-#3FW01164 FEBRUARY	368.98
	101 - GENERAL FUND	03/01/24	6351	CANON FINANCIAL SER	WC-2UL13180 LATE FEE	57.63
	400 - WELLNESS CENTER	03/01/24	6351	CANON FINANCIAL SER	WC-2UL13180 FEBRUARY	97.46
<b>25494</b>						<b>\$332.92</b>
	400 - WELLNESS CENTER	03/01/24	6500	CHARTER COMMUNICATI	W.C. VOICE & INTERNET	332.92

25498					\$3,129.78
101 - GENERAL FUND	03/01/24	5832	CINTAS CORPORATION	ZFOLD CVR PAPER & T	72.62
101 - GENERAL FUND	03/01/24	5832	CINTAS CORPORATION	MATS,TP,URINAL SCRE	9.49
101 - GENERAL FUND	03/01/24	5832	CINTAS CORPORATION	SIG SANT SVC,MAT,TP	14.66
101 - GENERAL FUND	03/01/24	5832	CINTAS CORPORATION	TOILET SEAT COVER,M	14.86
101 - GENERAL FUND	03/01/24	5832	CINTAS CORPORATION	UNIFORMS,BASE FL CL	41.04
101 - GENERAL FUND	03/01/24	5832	CINTAS CORPORATION	UNIFORMS,CLEAN CHEM	41.03
101 - GENERAL FUND	03/01/24	5832	CINTAS CORPORATION	UNIFORMS,DISNFCT CL	41.04
101 - GENERAL FUND	03/01/24	5832	CINTAS CORPORATION	UNIFORMS,DUAL TP RF	41.04
101 - GENERAL FUND	03/01/24	5832	CINTAS CORPORATION	UNIFORMS,MATS,TP	47.14
101 - GENERAL FUND	03/01/24	5832	CINTAS CORPORATION	UNIFORMS,ZFOLD RFL	159.04
101 - GENERAL FUND	03/01/24	5832	CINTAS CORPORATION	MATS,TP,URINAL SCRE	9.49
101 - GENERAL FUND	03/01/24	5832	CINTAS CORPORATION	SIG SANT SVC,MAT,TP	14.66
101 - GENERAL FUND	03/01/24	5832	CINTAS CORPORATION	TOILET SEAT COVER,M	14.86
101 - GENERAL FUND	03/01/24	5832	CINTAS CORPORATION	UNIFORMS,BASE FL CL	41.03
101 - GENERAL FUND	03/01/24	5832	CINTAS CORPORATION	UNIFORMS,CLEAN CHEM	41.04
101 - GENERAL FUND	03/01/24	5832	CINTAS CORPORATION	UNIFORMS,DISNFCT CL	41.04
101 - GENERAL FUND	03/01/24	5832	CINTAS CORPORATION	UNIFORMS,DUAL TP RF	41.03
101 - GENERAL FUND	03/01/24	5832	CINTAS CORPORATION	UNIFORMS,MATS,TP	47.14
101 - GENERAL FUND	03/01/24	5832	CINTAS CORPORATION	UNIFORMS,ZFOLD RFL	159.04
101 - GENERAL FUND	03/01/24	5832	CINTAS CORPORATION	MATS,TP,URINAL SCRE	9.49
101 - GENERAL FUND	03/01/24	5832	CINTAS CORPORATION	SIG SANT SVC,MAT,TP	14.66
101 - GENERAL FUND	03/01/24	5832	CINTAS CORPORATION	TOILET SEAT COVER,M	14.86
101 - GENERAL FUND	03/01/24	5832	CINTAS CORPORATION	UNIFORMS,BASE FL CL	41.04
101 - GENERAL FUND	03/01/24	5832	CINTAS CORPORATION	UNIFORMS,CLEAN CHEM	41.04
101 - GENERAL FUND	03/01/24	5832	CINTAS CORPORATION	UNIFORMS,DISNFCT CL	41.03
101 - GENERAL FUND	03/01/24	5832	CINTAS CORPORATION	UNIFORMS,DUAL TP RF	41.04
101 - GENERAL FUND	03/01/24	5832	CINTAS CORPORATION	UNIFORMS,MATS,TP	47.14
101 - GENERAL FUND	03/01/24	5832	CINTAS CORPORATION	UNIFORMS,ZFOLD RFL	159.04
400 - WELLNESS CENTER	03/01/24	5832	CINTAS CORPORATION	GLASS&SURFACE CLEAN	94.94
400 - WELLNESS CENTER	03/01/24	5832	CINTAS CORPORATION	MATS,NEUTRAL DISNFC	96.89
552 - WATER	03/01/24	5832	CINTAS CORPORATION	MATS,TP,URINAL SCRE	9.50
552 - WATER	03/01/24	5832	CINTAS CORPORATION	SIG SANT SVC,MAT,TP	14.66
552 - WATER	03/01/24	5832	CINTAS CORPORATION	TOILET SEAT COVER,M	14.85
552 - WATER	03/01/24	5832	CINTAS CORPORATION	UNIFORMS,BASE FL CL	41.04
552 - WATER	03/01/24	5832	CINTAS CORPORATION	UNIFORMS,CLEAN CHEM	41.04
552 - WATER	03/01/24	5832	CINTAS CORPORATION	UNIFORMS,DISNFCT CL	41.04
552 - WATER	03/01/24	5832	CINTAS CORPORATION	UNIFORMS,DUAL TP RF	41.04
552 - WATER	03/01/24	5832	CINTAS CORPORATION	UNIFORMS,MATS,TP	47.14
552 - WATER	03/01/24	5832	CINTAS CORPORATION	UNIFORMS,ZFOLD RFL	159.03
553 - SEWER	03/01/24	5832	CINTAS CORPORATION	MATS,TP,URINAL SCRE	9.50
553 - SEWER	03/01/24	5832	CINTAS CORPORATION	SIG SANT SVC,MAT,TP	14.66
553 - SEWER	03/01/24	5832	CINTAS CORPORATION	TOILET SEAT COVER,M	14.85
553 - SEWER	03/01/24	5832	CINTAS CORPORATION	UNIFORMS,BASE FL CL	41.04
553 - SEWER	03/01/24	5832	CINTAS CORPORATION	UNIFORMS,CLEAN CHEM	41.04
553 - SEWER	03/01/24	5832	CINTAS CORPORATION	UNIFORMS,DISNFCT CL	41.04
553 - SEWER	03/01/24	5832	CINTAS CORPORATION	UNIFORMS,DUAL TP RF	41.04
553 - SEWER	03/01/24	5832	CINTAS CORPORATION	UNIFORMS,MATS,TP	47.13
553 - SEWER	03/01/24	5832	CINTAS CORPORATION	UNIFORMS,ZFOLD RFL	159.03
554 - REFUSE	03/01/24	5832	CINTAS CORPORATION	MATS,TP,URINAL SCRE	9.50
554 - REFUSE	03/01/24	5832	CINTAS CORPORATION	SIG SANT SVC,MAT,TP	14.65
554 - REFUSE	03/01/24	5832	CINTAS CORPORATION	TOILET SEAT COVER,M	14.85
554 - REFUSE	03/01/24	5832	CINTAS CORPORATION	UNIFORMS,BASE FL CL	41.04
554 - REFUSE	03/01/24	5832	CINTAS CORPORATION	UNIFORMS,CLEAN CHEM	41.04
554 - REFUSE	03/01/24	5832	CINTAS CORPORATION	UNIFORMS,DISNFCT CL	41.04
554 - REFUSE	03/01/24	5832	CINTAS CORPORATION	UNIFORMS,DUAL TP RF	41.04
554 - REFUSE	03/01/24	5832	CINTAS CORPORATION	UNIFORMS,MATS,TP	47.13
554 - REFUSE	03/01/24	5832	CINTAS CORPORATION	UNIFORMS,ZFOLD RFL	159.03
556 - VITA-PAKT	03/01/24	5832	CINTAS CORPORATION	MATS,TP,URINAL SCRE	9.50
556 - VITA-PAKT	03/01/24	5832	CINTAS CORPORATION	SIG SANT SVC,MAT,TP	14.65
556 - VITA-PAKT	03/01/24	5832	CINTAS CORPORATION	TOILET SEAT COVER,M	14.85
556 - VITA-PAKT	03/01/24	5832	CINTAS CORPORATION	UNIFORMS,BASE FL CL	41.04
556 - VITA-PAKT	03/01/24	5832	CINTAS CORPORATION	UNIFORMS,CLEAN CHEM	41.04
556 - VITA-PAKT	03/01/24	5832	CINTAS CORPORATION	UNIFORMS,DISNFCT CL	41.04
556 - VITA-PAKT	03/01/24	5832	CINTAS CORPORATION	UNIFORMS,DUAL TP RF	41.04
556 - VITA-PAKT	03/01/24	5832	CINTAS CORPORATION	UNIFORMS,MATS,TP	47.13
556 - VITA-PAKT	03/01/24	5832	CINTAS CORPORATION	UNIFORMS,ZFOLD RFL	159.04
25499					\$500.00
101 - GENERAL FUND	03/01/24	279	CITY OF PORTERVILLE	ANIMAL SERVICES	500.00
25500					\$2,719.42
101 - GENERAL FUND	03/01/24	6963	CIVICPLUS LLC	INV#276794-LATE FEE	79.42
101 - GENERAL FUND	03/01/24	6963	CIVICPLUS LLC	MUNICODE WEB SOFTWARE	2,640.00

<b>25501</b>						<b>\$5,334.24</b>
101 - GENERAL FUND	03/01/24	6672	COLBY'S TIRE,TOWING	LIC1179748-REM LIGH		423.00
101 - GENERAL FUND	03/01/24	6672	COLBY'S TIRE,TOWING	LIC1226627-REM LIGH		423.00
101 - GENERAL FUND	03/01/24	6672	COLBY'S TIRE,TOWING	LIC1226638-HEAD LIG		298.31
101 - GENERAL FUND	03/01/24	6672	COLBY'S TIRE,TOWING	LIC1361755-TIRE&MOU		321.56
101 - GENERAL FUND	03/01/24	6672	COLBY'S TIRE,TOWING	LIC1366704-REM LIGH		423.00
101 - GENERAL FUND	03/01/24	6672	COLBY'S TIRE,TOWING	LIC1366705-BATTERY		512.29
101 - GENERAL FUND	03/01/24	6672	COLBY'S TIRE,TOWING	LIC1366733-REM LIGH		423.00
101 - GENERAL FUND	03/01/24	6672	COLBY'S TIRE,TOWING	LIC1389807-BATTERY		460.30
101 - GENERAL FUND	03/01/24	6672	COLBY'S TIRE,TOWING	LIC1405530-FUEL PUM		1,452.88
101 - GENERAL FUND	03/01/24	6672	COLBY'S TIRE,TOWING	LIC1405532-TIRE&MOU		289.75
101 - GENERAL FUND	03/01/24	6672	COLBY'S TIRE,TOWING	LIC1640485-TIRE&MOU		307.15
<b>25502</b>						<b>\$425.00</b>
101 - GENERAL FUND	03/01/24	316	DEPT OF JUSTICE	JAN. ALCOHOL ANALYS		245.00
101 - GENERAL FUND	03/01/24	316	DEPT OF JUSTICE	JAN. FINGERPRINTS		145.00
101 - GENERAL FUND	03/01/24	316	DEPT OF JUSTICE	NOV. ALCOHOL ANALYS		35.00
<b>25503</b>						<b>\$405.00</b>
400 - WELLNESS CENTER	03/01/24	4807	FITGUARD INC.	WC-PREVENTATIVE MAINTENACE		405.00
<b>25504</b>						<b>\$672.56</b>
101 - GENERAL FUND	03/01/24	7207	FREMONT AUTO PARTS	GENERATOR-BATTERY		150.76
101 - GENERAL FUND	03/01/24	7207	FREMONT AUTO PARTS	COMPRESSOR-AIR FILTER		27.06
552 - WATER	03/01/24	7207	FREMONT AUTO PARTS	BACKHOE-AIR FILTER		435.74
552 - WATER	03/01/24	7207	FREMONT AUTO PARTS	WP-HOSE CLAMP		59.00
<b>25505</b>						<b>\$9.80</b>
101 - GENERAL FUND	03/01/24	4714	HUNTINGTON COURT RE	DIGITAL DICTATION J		9.80
<b>25506</b>						<b>\$100.00</b>
400 - WELLNESS CENTER	03/01/24	7202	JANET COWART	ACCIDENTAL CHARGES		100.00
<b>25507</b>						<b>\$244.17</b>
400 - WELLNESS CENTER	03/01/24	197	JORGENSEN COMPANY I	ANSUL KIT S/A, LINK		244.17
<b>25508</b>						<b>\$125.00</b>
400 - WELLNESS CENTER	03/01/24	3886	KAREN THOMPSON	LIFEGUARD CLASS		125.00
<b>25509</b>						<b>\$2,415.08</b>
101 - GENERAL FUND	03/01/24	3858	KAWEAH LIFT, INC.	REFLECTOR,MIRROR,HO		2,415.08
<b>25510</b>						<b>\$154,247.72</b>
101 - GENERAL FUND	03/01/24	6100	KEENAN & ASSOCIATES	CURTIS-COBRAJAN-MAR		194.34
101 - GENERAL FUND	03/01/24	6100	KEENAN & ASSOCIATES	PPO 250 RETIREE		2,063.62
101 - GENERAL FUND	03/01/24	6100	KEENAN & ASSOCIATES	PPO 500 ACTIVE		9,262.58
101 - GENERAL FUND	03/01/24	6100	KEENAN & ASSOCIATES	PPO 250 ACTIVE		131,400.98
101 - GENERAL FUND	03/01/24	6100	KEENAN & ASSOCIATES	PPO 250 RETIREE		2,063.62
101 - GENERAL FUND	03/01/24	6100	KEENAN & ASSOCIATES	PPO 500 ACTIVE		9,262.58
<b>25511</b>						<b>\$168.55</b>
101 - GENERAL FUND	03/01/24	214	LEAGUE OF CALIF CIT	SSJVD MEMBERSHIP 202		168.55
<b>25512</b>						<b>\$918.99</b>
101 - GENERAL FUND	03/01/24	4067	LINCOLN NAT'L INSUR	MARCH 2024 LIFE PLAN		918.99
<b>25513</b>						<b>\$400.00</b>
101 - GENERAL FUND	03/01/24	2639	LINDSAY DOLLARS FOR	DOLLARS FOR SCHOLAR		400.00
<b>25514</b>						<b>\$1,065.53</b>
101 - GENERAL FUND	03/01/24	1422	LINDSAY TRUE VALUE	JANUARY-PUBLIC SAFE		82.34
101 - GENERAL FUND	03/01/24	1422	LINDSAY TRUE VALUE	JANUARY-PUBLIC SAFE		3.82
101 - GENERAL FUND	03/01/24	1422	LINDSAY TRUE VALUE	JANUARY-BUILDING		239.95
101 - GENERAL FUND	03/01/24	1422	LINDSAY TRUE VALUE	JANUARY-GRAFFITI		34.52
101 - GENERAL FUND	03/01/24	1422	LINDSAY TRUE VALUE	JANUARY-LANDSCAPING		192.60
101 - GENERAL FUND	03/01/24	1422	LINDSAY TRUE VALUE	JANUARY-PARKS		130.65
400 - WELLNESS CENTER	03/01/24	1422	LINDSAY TRUE VALUE	JANUARY-WELLNESS CN		31.05
552 - WATER	03/01/24	1422	LINDSAY TRUE VALUE	JANUARY-WATER		333.29
553 - SEWER	03/01/24	1422	LINDSAY TRUE VALUE	JANUARY-WWTP		17.31
<b>25515</b>						<b>\$25.00</b>
101 - GENERAL FUND	03/01/24	5424	LINDSAY VETERINARY	1/25/24 ANIMAL SVCS		25.00
<b>25516</b>						<b>\$2,074.55</b>
101 - GENERAL FUND	03/01/24	6550	MARIO SAGREDO ELECT	HORSE SHOE PIT LIGH		312.96
101 - GENERAL FUND	03/01/24	6550	MARIO SAGREDO ELECT	OLIVE BOWL RPLC LIG		1,761.59
<b>25517</b>						<b>\$500.00</b>
101 - GENERAL FUND	03/01/24	5964	MARY VALENTI, PH.D.	DEREK S PREEMPLAYME		500.00
<b>25518</b>						<b>\$17,925.00</b>
400 - WELLNESS CENTER	03/01/24	3638	MASCORRO PLUMBING	WC-FIXTURE REPLACEM		17,925.00
<b>25519</b>						<b>\$277.50</b>
600 - CAPITAL IMPROVEMENT	03/01/24	6639	MOORE IACOFANO GOLT	OLIVE BOWL AAS#1		277.50
<b>25520</b>						<b>\$60.00</b>
101 - GENERAL FUND	03/01/24	2306	NICK NAVE	AIRPORT PARKING FEE		60.00
<b>25521</b>						<b>\$577.00</b>
779 - 00-HOME-0487	03/01/24	6255	NFIP DIRECT SERVICI	FLOOD INS. SANDY P.		577.00
<b>25522</b>						<b>\$105.00</b>
101 - GENERAL FUND	03/01/24	4323	OASIS	P.S. MONITOR SYSTEM		105.00
<b>25523</b>						<b>\$2,504.87</b>
552 - WATER	03/01/24	6498	PACWEST DIRECT	2/6/24 DELQ UB PRIN		309.07
552 - WATER	03/01/24	6498	PACWEST DIRECT	2/6/24 UB PRINTING		943.37
553 - SEWER	03/01/24	6498	PACWEST DIRECT	2/6/24 DELQ UB PRIN		309.07
553 - SEWER	03/01/24	6498	PACWEST DIRECT	2/6/24 UB PRINTING		943.36



<b>25524</b>						<b>\$3,166.41</b>
	101 - GENERAL FUND	03/01/24	6991	PREMIER ACCESS INSU	MARCH 2024DENTAL PLAN	3,166.41
<b>25525</b>						<b>\$9,522.20</b>
	101 - GENERAL FUND	03/01/24	399	QUAD KNOPF,INC.	CLONE ESTATES-SITE	447.60
	101 - GENERAL FUND	03/01/24	399	QUAD KNOPF,INC.	GEN ENGINEERING SVC	200.00
	101 - GENERAL FUND	03/01/24	399	QUAD KNOPF,INC.	O'HARA SUBDIVISION	2,524.00
	101 - GENERAL FUND	03/01/24	399	QUAD KNOPF,INC.	TRAVEL CTR/GAS STAT	1,132.60
	263 - TRANSPORTATION	03/01/24	399	QUAD KNOPF,INC.	TRANSIT CENTER	1,300.00
	263 - TRANSPORTATION	03/01/24	399	QUAD KNOPF,INC.	TRANSIT CTR/HERMOSA	418.00
	553 - SEWER	03/01/24	399	QUAD KNOPF,INC.	SEQUOIA BASIN&DRAIN	3,500.00
<b>25526</b>						<b>\$5,887.50</b>
	553 - SEWER	03/01/24	5684	QUIK-ROOTER	WASTE WATER SLUDGE	5,887.50
<b>25527</b>						<b>\$1,404.87</b>
	101 - GENERAL FUND	03/01/24	285	QUILL CORPORATION	COLORED COPY PAPER	57.39
	101 - GENERAL FUND	03/01/24	285	QUILL CORPORATION	COPY PAPER,INK,TISS	105.55
	101 - GENERAL FUND	03/01/24	285	QUILL CORPORATION	MANILA FOLDERS	83.42
	101 - GENERAL FUND	03/01/24	285	QUILL CORPORATION	MEMO BOOK, CLIPBOAR	55.65
	101 - GENERAL FUND	03/01/24	285	QUILL CORPORATION	PENS,MANILA FOLDERS	44.73
	101 - GENERAL FUND	03/01/24	285	QUILL CORPORATION	TAPE,BINDER CLIPS	51.73
	101 - GENERAL FUND	03/01/24	285	QUILL CORPORATION	TRASH BAGS	710.01
	400 - WELLNESS CENTER	03/01/24	285	QUILL CORPORATION	CLUB WIPES, DETERGE	266.17
	400 - WELLNESS CENTER	03/01/24	285	QUILL CORPORATION	COPY PAPER	30.22
<b>25528</b>						<b>\$100.00</b>
	400 - WELLNESS CENTER	03/01/24	7208	RACHEL MACIAS	FACILITY RENTAL DEP	100.00
<b>25529</b>						<b>\$6,500.00</b>
	552 - WATER	03/01/24	6095	RALPH GUTIERREZ WAT	FEB CPO WATER TREAT	3,250.00
	553 - SEWER	03/01/24	6095	RALPH GUTIERREZ WAT	FEB CPO SEWER TREAT	3,250.00
<b>25530</b>						<b>\$165.00</b>
	400 - WELLNESS CENTER	03/01/24	3622	RLH FIRE PROTECTION	FIRE SPRINKLER INSP	165.00
<b>25531</b>						<b>\$474.00</b>
	101 - GENERAL FUND	03/01/24	3772	ROSE CITY LABEL	JR FIRE FIGHTER STI	144.00
	101 - GENERAL FUND	03/01/24	3772	ROSE CITY LABEL	JR. POLICE STICKERS	330.00
<b>25532</b>						<b>\$24.17</b>
	101 - GENERAL FUND	03/01/24	298	SAVE MART SUPERMARK	WATER FOR CONFERENC	24.17
<b>25533</b>						<b>\$1,705.84</b>
	101 - GENERAL FUND	03/01/24	7188	SIERRA HD TRUCK PAR	T#87-COOLANT LEAKIN	118.00
	101 - GENERAL FUND	03/01/24	7188	SIERRA HD TRUCK PAR	T#87-PM INSPECTION	818.24
	101 - GENERAL FUND	03/01/24	7188	SIERRA HD TRUCK PAR	T#87-REPLACED BATTE	371.41
	101 - GENERAL FUND	03/01/24	7188	SIERRA HD TRUCK PAR	T#87-REPLACED GOVEN	398.19
<b>25534</b>						<b>\$2,500.00</b>
	101 - GENERAL FUND	03/01/24	7206	SOLEDAD DIAZ	CANNABIS PACKAGE	2,500.00
<b>25535</b>						<b>\$10.72</b>
	891 - PELOUS RANCH	03/01/24	310	SOUTHERN CA. EDISON	1209 BELLAH&351 HIC	10.72
<b>25536</b>						<b>\$77.58</b>
	400 - WELLNESS CENTER	03/01/24	2250	CALIFORNIA DEPT OF	W.C. SALES & TAX 20	77.58
<b>25537</b>						<b>\$3,000.00</b>
	101 - GENERAL FUND	03/01/24	4288	STATE CONTROLLERS O	ANN. ST REPORT 22/2	3,000.00
<b>25538</b>						<b>\$251.81</b>
	101 - GENERAL FUND	03/01/24	6703	STERICYCLE INC	FD-JAN. SHRED IT SV	136.13
	101 - GENERAL FUND	03/01/24	6703	STERICYCLE INC	PS-JAN. SHRED IT SV	115.68
<b>25539</b>						<b>\$4,490.82</b>
	101 - GENERAL FUND	03/01/24	5755	TELEPACIFIC COMMUNI	2/9/24-3/8/24	498.98
	101 - GENERAL FUND	03/01/24	5755	TELEPACIFIC COMMUNI	2/9/24-3/8/24	498.98
	101 - GENERAL FUND	03/01/24	5755	TELEPACIFIC COMMUNI	2/9/24-3/8/24	498.98
	101 - GENERAL FUND	03/01/24	5755	TELEPACIFIC COMMUNI	2/9/24-3/8/24	498.98
	101 - GENERAL FUND	03/01/24	5755	TELEPACIFIC COMMUNI	2/9/24-3/8/24	498.98
	400 - WELLNESS CENTER	03/01/24	5755	TELEPACIFIC COMMUNI	2/9/24-3/8/24	498.98
	552 - WATER	03/01/24	5755	TELEPACIFIC COMMUNI	2/9/24-3/8/24	498.98
	553 - SEWER	03/01/24	5755	TELEPACIFIC COMMUNI	2/9/24-3/8/24	498.98
	554 - REFUSE	03/01/24	5755	TELEPACIFIC COMMUNI	2/9/24-3/8/24	498.98
<b>25540</b>						<b>\$287.00</b>
	101 - GENERAL FUND	03/01/24	5792	THOMSON REUTERS - W	ONLINE/SOFTWARE CHA	287.00
<b>25541</b>						<b>\$964.02</b>
	553 - SEWER	03/01/24	336	TULARE COUNTY TAX C	2ND INSTALLMENT	964.02
<b>25542</b>						<b>\$4,055.04</b>
	101 - GENERAL FUND	03/01/24	5747	USA STAFFING INC.	2/4/24 PS-DANA G.	921.60
	101 - GENERAL FUND	03/01/24	5747	USA STAFFING INC.	2/11/24 CS-ANTHONY	552.96
	101 - GENERAL FUND	03/01/24	5747	USA STAFFING INC.	2/11/24 CS-GIOVANNI	737.28
	101 - GENERAL FUND	03/01/24	5747	USA STAFFING INC.	2/18/24 CS-ANTHONY	921.60
	101 - GENERAL FUND	03/01/24	5747	USA STAFFING INC.	2/18/24 CS-GIOVANNI	921.60
<b>25543</b>						<b>\$1,434.17</b>
	101 - GENERAL FUND	03/01/24	1041	VERIZON WIRELESS	642065758-00001 JAN	125.73
	101 - GENERAL FUND	03/01/24	1041	VERIZON WIRELESS	642065758-00004 JAN	1,308.44
<b>25544</b>						<b>\$300.00</b>
	101 - GENERAL FUND	03/01/24	7209	WOODLAKE FIRE DISTR	BPO TRAINING	150.00
	101 - GENERAL FUND	03/01/24	7209	WOODLAKE FIRE DISTR	EVO TRAINING	150.00
<b>76-01/</b>						<b>\$905.42</b>
	101 - GENERAL FUND	02/07/24	6408	WEX BANK	76 FUEL 12/24-1/23	905.42

<b>BOCFEB</b>						<b>\$7,340.17</b>
	552 - WATER	02/12/24	2960	UNITED STATES BUREA	PAYMENT PLAN 5/36	7,340.17
<b>BOR222</b>						<b>\$3,330.00</b>
	552 - WATER	02/22/24	2960	UNITED STATES BUREA	2024 RESCHEDULE WAT	3,330.00
<b>BOR223</b>						<b>\$12,237.50</b>
	552 - WATER	02/23/24	2960	UNITED STATES BUREA	2024 ADV PMT PILOT	12,237.50
<b>CHEV01</b>						<b>\$9,092.56</b>
	101 - GENERAL FUND	02/06/24	6408	WEX BANK	PS-12/24/23-1/23/24	5,738.50
	101 - GENERAL FUND	02/06/24	6408	WEX BANK	CS-12/24/23-1/23/24	485.25
	101 - GENERAL FUND	02/06/24	6408	WEX BANK	CS-12/24/23-1/23/24	694.44
	261 - GAS TAX FUND	02/06/24	6408	WEX BANK	CS-12/24/23-1/23/24	183.68
	552 - WATER	02/06/24	6408	WEX BANK	CS-12/24/23-1/23/24	709.97
	553 - SEWER	02/06/24	6408	WEX BANK	CS-12/24/23-1/23/24	1,155.50
	554 - REFUSE	02/06/24	6408	WEX BANK	CS-12/24/23-1/23/24	125.22
<b>EDD126</b>						<b>\$4,980.17</b>
	101 - GENERAL FUND	01/30/24	687	STATE OF CALIFORNIA	EDD PR PD 1/26/24	4,980.17
<b>EDD209</b>						<b>\$4,366.43</b>
	101 - GENERAL FUND	02/13/24	687	STATE OF CALIFORNIA	EDD PR PD 02/09/202	4,366.43
<b>EDD223</b>						<b>\$7,085.08</b>
	101 - GENERAL FUND	02/27/24	687	STATE OF CALIFORNIA	EDD PRPD 02/23/2024	7,085.08
<b>IRS126</b>						<b>\$36,294.74</b>
	101 - GENERAL FUND	01/30/24	2011	INTERNAL REVENUE SE	941 PR PD 1/26/24	12,712.18
	101 - GENERAL FUND	01/30/24	2011	INTERNAL REVENUE SE	941 PR PD 1/26/24	23,582.56
<b>IRS209</b>						<b>\$33,486.99</b>
	101 - GENERAL FUND	02/13/24	2011	INTERNAL REVENUE SE	941 PR PD 02/09/202	11,204.09
	101 - GENERAL FUND	02/13/24	2011	INTERNAL REVENUE SE	941 PR PD 02/09/202	22,282.90
<b>IRS223</b>						<b>\$46,299.96</b>
	101 - GENERAL FUND	02/27/24	2011	INTERNAL REVENUE SE	941 PRPD 02/23/24	19,065.00
	101 - GENERAL FUND	02/27/24	2011	INTERNAL REVENUE SE	941 PRPD 02/23/24	27,234.96
<b>NAVIA2</b>						<b>\$532.96</b>
	101 - GENERAL FUND	02/02/24	4924	NAVIA BENEFIT SOLUT	FSA 2/2/24	532.96
<b>NAVIA2</b>						<b>\$1,515.30</b>
	101 - GENERAL FUND	02/09/24	4924	NAVIA BENEFIT SOLUT	FSA 2/9/2024	1,515.30
<b>NAVIA2</b>						<b>\$790.73</b>
	101 - GENERAL FUND	02/16/24	4924	NAVIA BENEFIT SOLUT	FSA 2/16/24	790.73
<b>PPA012</b>						<b>\$869.50</b>
	101 - GENERAL FUND	02/01/24	457	PUBLIC EMPLOYEES RE	PPA MESEDAHL/QUINTANA	544.15
	101 - GENERAL FUND	02/01/24	457	PUBLIC EMPLOYEES RE	PPA MESEDAHL/QUINTANA	307.43
	101 - GENERAL FUND	02/01/24	457	PUBLIC EMPLOYEES RE	PPA MESEDAHL/QUINTANA	17.92
<b>PPA224</b>						<b>\$115.46</b>
	101 - GENERAL FUND	02/28/24	457	PUBLIC EMPLOYEES RE	PPA CHAIDEZ/MARTINEZ	58.18
	101 - GENERAL FUND	02/28/24	457	PUBLIC EMPLOYEES RE	PPA CHAIDEZ/MARTINEZ	57.28
<b>SRV012</b>						<b>\$36,540.23</b>
	101 - GENERAL FUND	02/01/24	457	PUBLIC EMPLOYEES RE	25354 CTPD 1/07-1/2	621.44
	101 - GENERAL FUND	02/01/24	457	PUBLIC EMPLOYEES RE	25354 MBPD 1/07-1/2	631.08
	101 - GENERAL FUND	02/01/24	457	PUBLIC EMPLOYEES RE	25355 CTPD 1/07-1/2	2,908.54
	101 - GENERAL FUND	02/01/24	457	PUBLIC EMPLOYEES RE	25355 MBPD 1/07-1/2	2,953.62
	101 - GENERAL FUND	02/01/24	457	PUBLIC EMPLOYEES RE	26330 CTPD 1/07-1/2	3,094.88
	101 - GENERAL FUND	02/01/24	457	PUBLIC EMPLOYEES RE	26330 MBPD 1/07-1/2	3,123.08
	101 - GENERAL FUND	02/01/24	457	PUBLIC EMPLOYEES RE	433 CTPD 1/07-1/20	7,278.29
	101 - GENERAL FUND	02/01/24	457	PUBLIC EMPLOYEES RE	433 MBPD 1/07-1/20	3,581.62
	101 - GENERAL FUND	02/01/24	457	PUBLIC EMPLOYEES RE	434 CTPD 1/07-1/20	9,031.70
	101 - GENERAL FUND	02/01/24	457	PUBLIC EMPLOYEES RE	434 MBPD 1/07-1/20	3,315.98
<b>SRV224</b>						<b>\$35,890.70</b>
	101 - GENERAL FUND	02/28/24	457	PUBLIC EMPLOYEES RE	25354 CTPD1/21-2/3/	809.32
	101 - GENERAL FUND	02/28/24	457	PUBLIC EMPLOYEES RE	25354 MBPD1/21-2/3/	821.87
	101 - GENERAL FUND	02/28/24	457	PUBLIC EMPLOYEES RE	25355 CTPD1/21-2/3/	2,652.73
	101 - GENERAL FUND	02/28/24	457	PUBLIC EMPLOYEES RE	25355 MBPD1/21-2/3/	2,693.86
	101 - GENERAL FUND	02/28/24	457	PUBLIC EMPLOYEES RE	26330 CTPD1/21-2/3/	3,095.64
	101 - GENERAL FUND	02/28/24	457	PUBLIC EMPLOYEES RE	26330 MBPD1/21-2/3/	3,123.84
	101 - GENERAL FUND	02/28/24	457	PUBLIC EMPLOYEES RE	433 CTPD1/21-2/3/24	7,337.91
	101 - GENERAL FUND	02/28/24	457	PUBLIC EMPLOYEES RE	433 MBPD1/21-2/3/24	3,611.52
	101 - GENERAL FUND	02/28/24	457	PUBLIC EMPLOYEES RE	434 CTPD1/21-2/3/24	8,591.94
	101 - GENERAL FUND	02/28/24	457	PUBLIC EMPLOYEES RE	434 MBPD 1/21-2/3/2	3,152.07
<b>SRV224</b>						<b>\$35,507.24</b>
	101 - GENERAL FUND	02/28/24	457	PUBLIC EMPLOYEES RE	25354 CTPD2/4-2/27/	806.18
	101 - GENERAL FUND	02/28/24	457	PUBLIC EMPLOYEES RE	25354 MBPD2/4-2/27/	818.69
	101 - GENERAL FUND	02/28/24	457	PUBLIC EMPLOYEES RE	25355 CTPD2/4-2/27/	2,960.48
	101 - GENERAL FUND	02/28/24	457	PUBLIC EMPLOYEES RE	25355 MBPD2/4-2/27/	3,006.36
	101 - GENERAL FUND	02/28/24	457	PUBLIC EMPLOYEES RE	26330 CTPD2/4-2/27/	3,061.81
	101 - GENERAL FUND	02/28/24	457	PUBLIC EMPLOYEES RE	26330 MBPD2/4-2/27/	3,089.69
	101 - GENERAL FUND	02/28/24	457	PUBLIC EMPLOYEES RE	433 CTPD2/4-2/27/24	7,389.21
	101 - GENERAL FUND	02/28/24	457	PUBLIC EMPLOYEES RE	433 MBPD 2/4-2/27/2	3,637.25
	101 - GENERAL FUND	02/28/24	457	PUBLIC EMPLOYEES RE	434 CTPD2/4/2/27/24	7,858.73
	101 - GENERAL FUND	02/28/24	457	PUBLIC EMPLOYEES RE	434 MBPD 2/4-2/27/2	2,878.84

<b>UBNK01</b>					<b>\$2,622.03</b>
101 - GENERAL FUND	02/06/24	6326	CORPORATE PAYMENT S	DOLLAR GEN.-WATER	4.40
101 - GENERAL FUND	02/06/24	6326	CORPORATE PAYMENT S	ADOBE	9.99
101 - GENERAL FUND	02/06/24	6326	CORPORATE PAYMENT S	ZOOM	16.95
101 - GENERAL FUND	02/06/24	6326	CORPORATE PAYMENT S	LEXSAY-BUDGET MEETI	40.00
101 - GENERAL FUND	02/06/24	6326	CORPORATE PAYMENT S	ZOOM	14.41
101 - GENERAL FUND	02/06/24	6326	CORPORATE PAYMENT S	EMPLOYEE APPRECIATI	215.03
101 - GENERAL FUND	02/06/24	6326	CORPORATE PAYMENT S	AMAZON-MEMORY CARD	54.36
101 - GENERAL FUND	02/06/24	6326	CORPORATE PAYMENT S	AMAZON-RIFLE EQUIPM	608.64
101 - GENERAL FUND	02/06/24	6326	CORPORATE PAYMENT S	BOTACH-RIFLE EQUIP.	425.19
101 - GENERAL FUND	02/06/24	6326	CORPORATE PAYMENT S	CANVA-GRAPHIC DESIG	119.99
101 - GENERAL FUND	02/06/24	6326	CORPORATE PAYMENT S	PADLOCKS FOR GARAGE	71.07
101 - GENERAL FUND	02/06/24	6326	CORPORATE PAYMENT S	UPRINT-BUSINESS CAR	96.10
101 - GENERAL FUND	02/06/24	6326	CORPORATE PAYMENT S	USPS-RADIO MAINTENA	10.20
101 - GENERAL FUND	02/06/24	6326	CORPORATE PAYMENT S	KEY EVIDENCE-ADD'L	37.79
101 - GENERAL FUND	02/06/24	6326	CORPORATE PAYMENT S	OFFICE OF WATER COU	203.25
101 - GENERAL FUND	02/06/24	6326	CORPORATE PAYMENT S	STAFF MTG-ORANGE WO	135.00
101 - GENERAL FUND	02/06/24	6326	CORPORATE PAYMENT S	DOLLAR TREE-GIFT CA	60.00
101 - GENERAL FUND	02/06/24	6326	CORPORATE PAYMENT S	PAYPAL	44.98
400 - WELLNESS CENTER	02/06/24	6326	CORPORATE PAYMENT S	AMAZON-POOL SIGNAGE	26.09
400 - WELLNESS CENTER	02/06/24	6326	CORPORATE PAYMENT S	AMAZON-POOL SIGNS	190.24
400 - WELLNESS CENTER	02/06/24	6326	CORPORATE PAYMENT S	AMAZON-W.C. MANNEQU	43.47
400 - WELLNESS CENTER	02/06/24	6326	CORPORATE PAYMENT S	DELL-COMPUTER	183.89
400 - WELLNESS CENTER	02/06/24	6326	CORPORATE PAYMENT S	SPOTIFY	10.99
<b>USBK126</b>					<b>\$176,719.67</b>
660 - RDA OBLIGATION RETIREMENT	01/26/24	430	US BANK TRUST NA	2015 BOND INT PMT	177,428.13
660 - RDA OBLIGATION RETIREMENT	01/26/24	430	US BANK TRUST NA	US BANK CASH ON HAN	(708.46)
<b>SUMMARY BY FUNDING SOURCE</b>					
101 - GENERAL FUND					559511.84
200 - STREET IMPROVEMENT FUND					0
261 - GAS TAX FUND					15164.74
263 - TRANSPORTATION					1718
306 - COVID-19 ARPA FUND					0
400 - WELLNESS CENTER					38101.39
552 - WATER					317091.25
553 - SEWER					51499.56
554 - REFUSE					19943.65
556 - VITA-PAKT					4083.9
600 - CAPITAL IMPROVEMENT					16454.75
660 - RDA OBLIGATION RETIREMENT					176719.67
700 - CDBG REVOLVING LN FUND					11136.61
720 - HOME REVOLVING LN FUND					6332.21
779 - 00-HOME-0487					577
781 - CAL HOME RLF					366.75
883 - SIERRA VIEW ASSESSMENT					1584.32
884 - HERITAGE ASSESSMENT DIST					410.77
886 - SAMOA					242.96
887 - SWEETBRIER TOWNHOUSES					630.45
888 - PARKSIDE					320.28
889 - SIERRA VISTA ASSESSMENT					301.24
890 - MAPLE VALLEY ASSESSMENT					160.47
891 - PELOUS RANCH					1104.86
<b>TOTAL</b>					<b>\$ 1,223,456.67</b>



**Monthly Treasurer's Report**  
**FEBRUARY 29, 2024**  
**Cash Balances Classified by Depository**

**CASH RESOURCES**

LOCATION	GL ACCOUNT #	TYPE	BALANCE
Cash Register Funds (City Hall & Wellness)	100-102	RES	\$1,100
Bank of the Sierra- Depository Account	100-114	GEN	1,755,569
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	326,025
Bank of the Sierra - Impound Account	100-120	RES	27,693
LAIF Savings: City & Successor Agency	100-103	INV-RES	4,606,897
MBS Investments	100-700	INV-RES	5,651,272
<b>TOTAL</b>			<b>\$12,368,556</b>

**CASH EXPENDED**

ACCOUNTS PAYABLE & PAYROLL	AMOUNT
Accounts Payable	\$922,406
Payroll (February 9 Payday)	\$301,953
Payroll (February 23 Payday)	\$351,789
<b>TOTAL</b>	<b>\$ 1,576,149</b>

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

**INVESTMENTS**

**INVESTMENT POLICY COMPLIANCE**

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

<b>INVESTED FUNDS</b>	<b>\$10,258,169</b>
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Respectfully submitted,

*Hilda Gomez*

Acting Director of Finance  
 City of Lindsay

**ABBREVIATIONS**

GEN: GENERAL UNRESTRICTED  
 RES: RESTRICTED ACTIVITY  
 INV: INVESTMENT



## STAFF REPORT

TO: Lindsay City Council  
FROM: Nicholas Nave, Public Safety Lieutenant  
DEPARTMENT: Public Safety  
ITEM NO.: 10.4  
MEETING DATE: March 12<sup>th</sup>, 2024

### **ACTION & RECOMMENDATION**

Staff is recommending the approval of the trade in of a city-owned 2022 Honda Accord, and use of the proceeds to purchase a light pickup truck.

### **BACKGROUND | ANALYSIS**

In 2022 the city purchased vehicles for department head use, in lieu of providing fuel and vehicle stipends for certain positions in city administration. Among these vehicles was a 2022 Honda Accord hybrid touring edition. Since that time, this vehicle has become disused, and the city is not realizing the value of this investment. Staff checked with other departments to determine if this vehicle could be utilized by other personnel and determined that the Wellness Center is in need of a pickup to provide for the movement of larger equipment and supplies.

The City of Lindsay Procurement Policy requires council approval for the disposal (including trade in) of any fixed asset valued at over \$5,000. The current estimated Kelley Blue Book Value of this vehicle is \$28,500. It is the staff's intent to trade this vehicle in and use the funds to purchase a new, or late model used pickup truck.

### **FISCAL IMPACT**

Currently no fiscal impact. The Honda is paid in full, and its value is expected to fund the purchase of a comparable light duty pickup.

### **ATTACHMENTS**

Kelley Blue Book estimated value.



# STAFF REPORT

My Car's Value  
**2022 Honda Accord Hybrid** Touring Sedan 4D 4.3 ★ (49 Ratings) [Write a review](#)

VIN: 1HGCV3F92NA025734 [Save this car](#) Create a free account for quicker access to saved cars, recall alerts and more.

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**Options**    Next Steps

## 1 Your Options

[Instant Cash Offer](#)    **Trade-in**    [Private Party](#)    [Donate Your Car](#)

[Save this car](#)

Trade-in Range  
**\$27,766 - \$29,948**  
Trade-in Value  
\$28,862

[Important info & definitions](#)

Value valid as of **03/04/2024**

**Factors That Impact Value**  
Check that yours are correct below.

Mileage: 20,000 [✎](#)    ZIP Code: 93247 [📍](#)

Condition: Very Good [▼](#)    [Edit Options](#)

### Instant Cash Offer

[Instant Cash Offer Advantages](#)

- Get your Instant Cash Offer online
- Redeem it at a Participating Dealer
- Get cash for your car or trade it in today

[Get Offer](#)



# STAFF REPORT

TO: Lindsay City Council  
 FROM: Edna Hubbard, Engineer Technician  
 DEPARTMENT: City Services & Planning  
 ITEM NO.: 10.5  
 MEETING DATE: March 12, 2024

## ACTION & RECOMMENDATION

Consider the Approval of a Water Transfer from the City of Lindsay to the Pixley Irrigation District

## BACKGROUND | ANALYSIS

At the beginning of every water year, the City receives an allocation of water from the Bureau of Reclamation. In times when the City does not use all of the water that is allocated, the City may decide to transfer a certain amount of unused water to another agency or water user for a specified amount.

The 2023 -2024 water year (March 1 – February 29) recently ended and it was determined that the City had excess water that it can transfer to another water district. The City will be transferring 1457 acre-feet (AF) of water to the Pixley Irrigation District upon Council’s approval.

Overall, the City will receive a surplus amount of \$112,392.08 for the water transfer of 1457 AF to Pixley Irrigation District.

## FISCAL IMPACT

<i>Sale/Transfer of Water to Pixley Irrigation District:</i>	+\$218,550.00
<i>Payment to the Bureau of Reclamation:</i>	-\$106,157.02

Surplus Added to the General Fund	+\$112,392.08
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## ATTACHMENTS

- Invoice to Pixley Irrigation District







## STAFF REPORT

TO: Lindsay City Council  
FROM: Edna Hubbard, Engineer Technician  
DEPARTMENT: City Services & Planning  
ITEM NO.:  
MEETING DATE: March 12, 2024

### **ACTION & RECOMMENDATION**

Consider the Approval of Granting Authorization to Re-Bid the *Olive Bowl/Kaku Park Expansion* Project Following its Redesign and Reevaluation

### **BACKGROUND | ANALYSIS**

The City has previously bid this project out two (2) other times. Please see below a timeline of the City's bidding process for the project:

- Release of the 1<sup>st</sup> Request for Bids by the City – March 2023
- Request for 1<sup>st</sup> Bid Received – April 2023 – 2 Bids Received
  - Lowest Contractor Base Bid Amount: \$11,083,265.71
  - 2<sup>nd</sup> Lowest Contractor Base Bid Amount: \$13,616,232.65
- 1<sup>st</sup> Bids Rejected By Council – April 2023
- Plan Modifications by MIG, Inc. + Communication with Caltrans – June 2023 through September 2023
- 2<sup>nd</sup> Release of the Request for Bids – September 2023
- 2<sup>nd</sup> Bid Proposals Received – November 3, 2023
  - Lowest Contractor Base Bid Amount: \$10,098,102.72
- 2<sup>nd</sup> Bids Rejected by Council – January 23, 2024



## STAFF REPORT

Staff is determined to have the project begin construction this year and has met with Moore, Iacofano, Goltsman, Inc (MIG, Inc.), the Landscape Architect Design Firm to re-design and re-evaluate the project. At the present time, Staff has proposed that the project be split into three phases to ensure that the project is completed in a timely and cost-efficient manner that meets the requirements of both the Department of State Parks (Proposition 68 Grant) and Caltrans (Clean California Grant) funding agencies. Please see below the for the phase descriptions and locations for the *Olive Bowl/Kaku Park Expansion* Project:

- **Phase 1:** Ballfield Park Improvements; (Southern Portion of Park)
- **Phase 2:** Lighted Parking Lot Improvements (Central Portion of Park)
- **Phase 3:** North Park Improvements; Lighting; Restroom; Playground; Picnic Areas; Detention Basin (Northern Portion of Park)

We kindly request the City Council's approval to proceed with the rebidding process, and we are available to provide any additional information or clarification as needed.

### FISCAL IMPACT

- Associated Fees for Project Advertisement in the Newspaper(s)

### ATTACHMENTS

- Phased Site Plan for the *Olive Bowl/Kaku Park Expansion* Project
- Opinion of Probable Construction Cost VE Re-Bid

CONSULTANT:

PROJECT TEAM:  
LANDSCAPE ARCHITECT  
**MOORE JACOFANO GOLTSMAN, INC.**  
ELECTRICAL ENGINEER  
**LRA ENGINEERS**  
CIVIL ENGINEER  
**BKF**  
STRUCTURAL ENGINEER  
**ISE**  
SKATEPARK DESIGNER  
**SPOHN RANCH**

**OLIVE BOWL  
KAKU  
PARK**

LINDSAY, CA  
93247

SHEET TITLE

**OVERALL SITE  
PLAN**

DATE	REVISION
10-18-21	50% CD Submittal
12-8-21	90% CD Submittal
12-14-22	90% CD Submittal
2-13-23	100% CD Submittal
10-3-23	ADDENDUM #1

STAMP

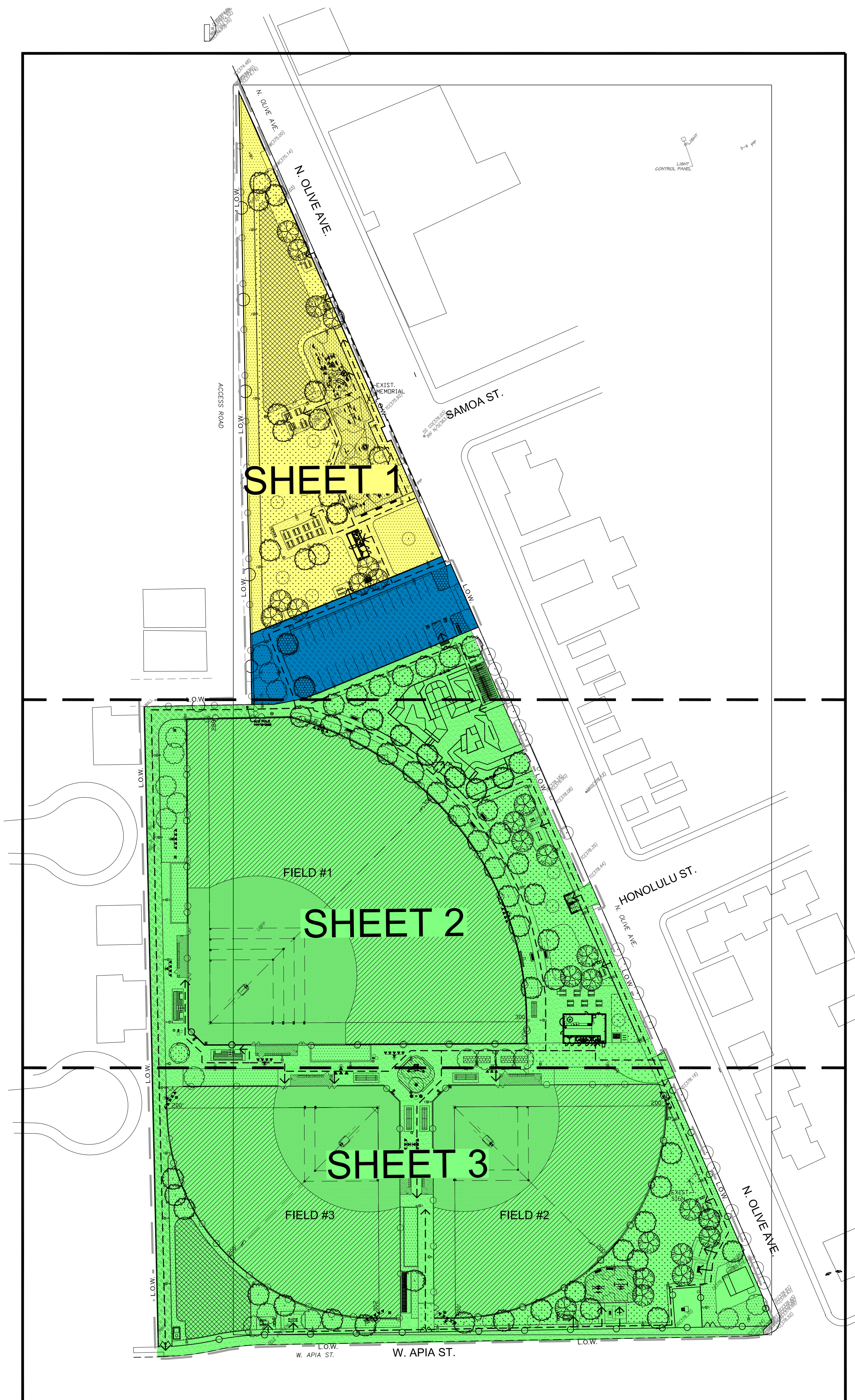


CHECKED BY	DATE
O.J.	10-3-23
DRAWN BY	JOB NO.
H.D.	05500.00

SHEET

**T-2**

SHEET 2 OF 85 SHEETS



**SYMBOLS LEGEND:**

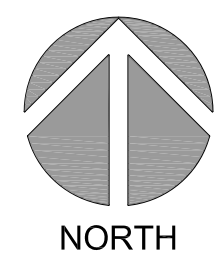
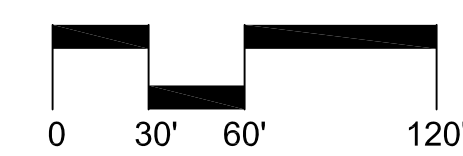
- BALL FIELD TURF
- STABILIZED D.G.
- INFIELD STABILIZED D.G.
- 4" CONCRETE
- 7" CONCRETE
- A.C. PAVEMENT
- RUBBERIZED SURFACING
- GENERAL TURF
- PLANTING AREA
- BASIN TURF
- NEW TREE
- EXISTING TREE
- SHEET MATCHLINE
- ADA PATH OF TRAVEL

**OLIVE BOWL RE-PACKAGE FEBRUARY 2023 - PHASES**

- Phase 1** - Ballfield Park Improvements: One (300') Premiere Lighted Ballfield, Two (200') Ballfields, Concession/Restroom, Small Playground, Picnic Areas, Detention Basin
- Phase 2** - Lighted Parking Lot Improvements
- Phase 3** - North Park Improvements: Lighting, Restroom, Playground, Picnic Areas, Detention Basin

**OLIVE BOWL RE-PACKAGE FEBRUARY 2023 - ADD ALTS**

- ADD ALT 1** - Field #2 Lighting
- ADD ALT 2** - Field #3 Lighting
- ADD ALT 3** - 20' Safety Netting at Fields #2 and #3
- ADD ALT 4** - 10x30' Cantilevered Shade Structure Over Bleachers at Field #1
- ADD ALT 5** - 10x22' Cantilevered Shade Structure Over Bleachers at Fields #2 and #3
- ADD ALT 6** - Play Area #3 at Ballfields
- ADD ALT 7** - Fitness Equipment (7 pieces total)
- ADD ALT 8** - Basketball Court w/ 10' Turf Perimeter



DIAL TOLL FREE  
1-800-422-4133  
AT LEAST TWO DAYS  
BEFORE YOU DIG  
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

**Job Name:**

**Lindsay Olive Bowl-Kaku Park**

**Job Number:**

5567

**Date:**

February 23, 2024

**CONCEPTUAL OPINION OF PROBABLE CONSTRUCTION COST  
PHASE 1 - Ballfield Park Improvements**

NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT COST	ITEM COST	SUBTOTAL
<b>DEMOLITION</b>						
1	Clear and Grub Softscape	282,646	SF	\$0.60	\$169,587.60	
2	Existing Trees	25	EA	\$1,200.00	\$30,000.00	
3	Existing Sidewalk	1	LS	\$17,200.00	\$17,200.00	
4	Existing Electrical Poles	1	LS	\$15,000.00	\$15,000.00	
5	Existing perimeter fencing	1	LS	\$10,000.00	\$10,000.00	
6	Misc. Demo Items needed to construct all improvements. Contractor to provide allowance for all items not noted on the demo plans or specs after project job walk.	1	Allow	\$11,000.00	\$11,000.00	
7	Existing Ballfields and structures (All fencing, gates, dugouts, backstops, bleachers, concrete, building, footings etc.)	1	LS	\$20,000.00	\$20,000.00	
	Sub-total				\$272,787.60	\$272,787.60
<b>EARTHWORK/SITE GRADING</b>						
8	Excavation & Grading	4,100	CY	\$16.00	\$65,600.00	
9	Export	2,296	CY	\$28.00	\$64,288.00	
10	Construct Subgrade, Fine Grade and Soil Preparation for Ball Fields	136,010	SF	\$0.30	\$40,803.00	
11	Construction staking and surveying	1	LS	\$24,600.00	\$24,600.00	
12	Erosion Control	1	LS	\$9,840.00	\$9,840.00	
13	SWPPP Preparation and Implementation	1	Allow	\$4,100.00	\$4,100.00	
	Sub-Total				\$209,231.00	\$209,231.00
<b>SITE ELECTRICAL</b>						
14	Field #1 (288'/300'/300') - LED Lighting	1	LS	\$490,000.00	\$490,000.00	
15	Walkway Lighting - LED	1	LS	\$428,000.00	\$428,000.00	

16	Backstop Receptacles	1	LS	\$88,000.00	\$88,000.00	
17	Power for the Booster Pump and Irrigation Controllers	1	LS	\$46,000.00	\$46,000.00	
18	Switchboard C and Power for the Restroom/Concession/Storage Building	1	LS	\$66,000.00	\$66,000.00	
19	Power for the Existing Restroom Building and other loads to remain	1	LS	\$55,000.00	\$55,000.00	
20	Main Switchboard MSA/MSB	1	LS	\$144,000.00	\$144,000.00	
21	Primary and secondary service conduits	1	LS	\$40,000.00	\$40,000.00	
22	Telephone service conduit	1	LS	\$10,000.00	\$10,000.00	
23	Electrical demolition	1	LS	\$50,000.00	\$50,000.00	
24	SCE UG conduits & manhole	1	LS	\$86,000.00	\$86,000.00	
25	Flag pole lights	1	LS	\$18,000.00	\$18,000.00	
26	Switchboard B conduits and pull boxes	1	LS	\$40,000.00	\$40,000.00	
	Sub-total				\$1,561,000.00	\$1,561,000.00
<b>SITE UTILITIES</b>						
27	Storm Drain HDPE (4"-18")	928	LF	\$60.00	\$55,680.00	
28	18"x18" Drop Inlet	4	EA	\$319.00	\$1,276.00	
29	12"x12" Drop Inlet	4	EA	\$319.00	\$1,276.00	
30	Storm Drain Manhole	1	EA	\$4,350.00	\$4,350.00	
31	Sewer PVC Pipe (4")	491	LF	\$56.00	\$27,496.00	
32	Domestic Water Pipe (2")	672	LF	\$53.00	\$35,616.00	
33	Sidewalk Underdrain	1	EA	\$639.00	\$639.00	
34	Sewer Manhole	1	EA	\$4,350.00	\$4,350.00	
35	Cleanout	2	EA	\$831.00	\$1,662.00	
	Sub-total				\$132,345.00	\$132,345.00
<b>PAVING/CONCRETE</b>						
36	Concrete paving 4", natural grey, broom finish	6,185	SF	\$6.00	\$37,111.20	
37	Concrete paving 7" at vehicular area, natural grey, broom finish	8,803	SF	\$7.00	\$61,623.03	
38	Asphalt concrete paving, 3" over 6" AB	0	SF	\$3.50	\$0.00	

39	Stabilized Decomposed Granite	24,934	SF	\$4.00	\$99,736.00
40	6" Curb	580	LF	\$22.00	\$12,766.60
41	6" Concrete Mow Curb	1,219	LF	\$12.00	\$14,628.00
42	Play Area Curb @ Rubberized Play Surface	152	LF	\$48.00	\$7,296.00
	Sub-Total				\$233,160.83
<b>BALLFIELDS</b>					
43	Foul ball poles, 30'-0" high - At Field #1	2	EA	\$13,000.00	\$26,000.00
44	Safety Net 20' high @ Field #1	1,031	LF	\$590.00	\$608,290.00
45	Aluminum Spectator Bleachers (4-Row, 27' long) @ Field #1	2	EA	\$10,000.00	\$20,000.00
46	Aluminum Spectator Bleachers (3-Row, 21' long)	5	EA	\$4,500.00	\$22,500.00
47	Aluminum Spectator Bleachers (3-Row, 15' long)	1	EA	\$4,800.00	\$4,800.00
48	Electronic Scoreboard @ Field #1	1	EA	\$36,000.00	\$36,000.00
49	Electronic Scoreboards @ Field #2 & #3	2	EA	\$14,000.00	\$28,000.00
<b>Dugouts Amenities</b>					
50	Bat rack	6	EA	\$620.00	\$3,720.00
51	Aluminum Players Bench (7'-6" long; 3 per dugout)	18	EA	\$900.00	\$16,200.00
<b>Backstops, Fences and Gates</b>					
52	Field #1 - 30' H Chain-link backstop w/ 8' Overhang	1	EA	\$130,000.00	\$130,000.00
53	2" x 10" Plastic Lumber @ Field #1 30' Back Stop. Fields #2 and #3 20' Backstops.	327	LF	\$360.00	\$117,720.00
54	Field #2 and #3 - 20' Back Stop	2	EA	\$90,000.00	\$180,000.00
55	8'-0" high Chain-link fencing - Field #1 side lines and outfield	1,000	LF	\$80.00	\$80,000.00
56	8'-0" high Chain-link fencing - Field #1 dugouts	122	LF	\$265.00	\$32,330.00
57	8'-0" high Chain-link fencing - Fields #2 and #3 side lines and outfield	1,277	LF	\$80.00	\$102,160.00
58	8'-0" high Chain-link fencing - Field #2 and #3 dugouts	244	LF	\$340.00	\$82,960.00

59	(8' h x 4'w) Chain-link Gates , Single	18	EA	\$2,600.00	\$46,800.00	
60	(8'h x 8'w) Chain-link Gates, Double	4	EA	\$4,000.00	\$16,000.00	
61	(8'h x 12'w) Chain-link Gates, Double	6	EA	\$4,500.00	\$27,000.00	
<b>Site Sports Surfaces</b>						
62	Decomposed granite, Infield Mix - fields #1, #2 and #3	47,458	SF	\$4.00	\$189,832.00	
63	Turf(Seed Ballfield)	114,124	SF	\$1.30	\$148,361.20	
64	9" Concrete Mow Curb at Fencing in turf areas	1,733	LF	\$45.00	\$77,985.00	
	Sub-Total				\$1,996,658.20	\$1,996,658.20
<b>SITE AMENITIES</b>						
65	Drinking fountains	2	EA	\$15,000.00	\$30,000.00	
66	Trash receptacles	15	EA	\$1,700.00	\$25,500.00	
67	Dog Waste Station	1	EA	\$1,200.00	\$1,200.00	
68	Picnic Table ADA 8' Long	6	EA	\$3,500.00	\$21,000.00	
69	Picnic Table Standard 6' Long	6	EA	\$3,100.00	\$18,600.00	
70	BBQ w/ Prep Table	4	EA	\$3,500.00	\$14,000.00	
71	Grant Funding Signage	1	LS	\$5,000.00	\$5,000.00	
72	Entry Monument	1	EA	\$20,000.00	\$20,000.00	
73	Existing Shade Shelter Removal and Relocation	1	LS	\$52,000.00	\$52,000.00	
74	Concrete Seat wall @ Ballfield	19	LF	\$1,400.00	\$26,600.00	
75	Play Area #2 @ South End	1	LS	\$36,000.00	\$36,000.00	
76	Play Area Rubberized Play Surfacing	2,330	SF	\$20.00	\$46,600.00	
77	Bike Rack	3	EA	\$800.00	\$2,400.00	
78	Park Bench	8	EA	\$2,300.00	\$18,400.00	
79	2-Bay Trash Enclosure	1	EA	\$38,000.00	\$38,000.00	
80	Removable Bollards	3	EA	\$1,300.00	\$3,900.00	
81	50' H. Flagpole	1	EA	\$11,000.00	\$11,000.00	
82	All Ballfield Equipment not listed for fields and bull pens (i.e. bases, home plate, pitching rubbers)	1	LS	\$50,000.00	\$50,000.00	
	Sub-Total				\$420,200.00	\$420,200.00
<b>SITE FENCING</b>						
83	6'-0" high Chain-link Fencing	1,578	LF	\$55.00	\$86,790.00	
84	(6'h x 12'w) Chain-link gates, double	5	EA	\$4,400.00	\$22,000.00	

85	4' High Tube Steel Fencing (see Deduct Alternate No.9)	268	LF	\$220.00	\$58,960.00	
	Sub-Total				\$167,750.00	\$167,750.00
<b>PLANTING</b>						
86	24" Box Trees	89	SF	\$375.00	\$33,375.00	
87	Soil Preparation for planting areas	305	SF	\$2.50	\$762.50	
88	1 Gallon Shrubs	305	SF	\$16.00	\$4,880.00	
89	Soil Preparation for turf (Passive Areas)	32,067	SF	\$0.60	\$19,240.20	
90	Turf(Seed) (Passive Areas)	32,067	SF	\$0.75	\$24,050.25	
	Sub-Total				\$82,307.95	\$82,307.95
<b>IRRIGATION</b>						
91	Booster Pump	1	allow	\$60,000.00	\$60,000.00	
92	Irrigation Ballfields	114,153	SF	\$2.50	\$285,382.50	
93	Ballfield Infield Rotors	1	LS	\$18,000.00	\$18,000.00	
94	Tree Irrigation (Bubblers)	89	EA	\$175.00	\$15,575.00	
95	Irrigation for Planting Areas	305	SF	\$2.00	\$610.00	
96	Irrigation for Turf(Passive Areas)	32,067	SF	\$2.00	\$64,134.00	
97	Maintenance and Plant establishment Period (Working Day)	90	WD	\$200.00	\$18,000.00	
	Sub-Total				\$461,701.50	\$461,701.50
<b>RESTROOM/CONCESSION BUILDING</b>						
98	Restroom/Concession/Storage BLDG	1	EA	\$703,000.00	\$703,000.00	
	Sub-Total				\$703,000.00	\$703,000.00
<b>SUBTOTAL</b>						<b>\$6,240,142.08</b>
<b>Mobilization 4%</b>						<b>\$249,605.68</b>
<b>General Conditions 10%</b>						<b>\$624,014.21</b>
<b>PHASE 1 BASE BID TOTAL</b>						<b>\$7,113,761.97</b>



**PHASE 2 - Parking Lot Improvements**

NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT COST	ITEM COST	SUBTOTAL
<b>DEMOLITION</b>						
1	Clear and Grub Softscape	13,788	SF	\$0.60	\$8,272.80	
2	Existing Sidewalk	1	LS	\$2,800.00	\$2,800.00	
3	Existing perimeter fencing	1	LS	\$1,000.00	\$1,000.00	
4	Misc. Demo Items needed to construct all improvements. Contractor to provide allowance for all items not noted on the demo plans or specs after project job walk.	1	Allow	\$3,000.00	\$3,000.00	
	Sub-total				\$15,072.80	\$15,072.80
<b>EARTHWORK/SITE GRADING</b>						
5	Excavation & Grading	200	CY	\$16.00	\$3,200.00	
6	Export	112	CY	\$28.00	\$3,136.00	
7	Construct Subgrade, Fine Grade and Soil Preparation	6,634	SF	\$0.30	\$1,990.25	
8	Construction staking and surveying	1	LS	\$1,200.00	\$1,200.00	
9	Erosion Control	1	LS	\$480.00	\$480.00	
10	SWPPP Preparation and Implementation	1	Allow	\$200.00	\$200.00	
	Sub-Total				\$10,206.25	\$10,206.25
<b>SITE ELECTRICAL</b>						
11	Parking Lot Lighting - LED	1	LS	\$95,000.00	\$95,000.00	
12	Walkway Lighting - LED	1	LS	\$48,000.00	\$48,000.00	
13	Switchboard B and feeder wires	1	LS	\$62,000.00	\$62,000.00	
	Sub-total				\$205,000.00	\$205,000.00
<b>SITE UTILITIES</b>						
14	Storm Drain HDPE (4"-18")	78	LF	\$60.00	\$4,680.00	
15	Curb Inlet	1	EA	\$7,035.00	\$7,035.00	
16	Sewer Manhole	1	EA	\$4,350.00	\$4,350.00	
	Sub-total				\$16,065.00	\$16,065.00
<b>PAVING / CONCRETE</b>						
17	Concrete paving 4", natural grey, broom finish	1,472	SF	\$6.00	\$8,833.98	
18	Asphalt concrete paving, 3" over 6" AB	12,926	SF	\$3.50	\$45,239.25	
19	6" Curb	444	LF	\$22.00	\$9,775.48	

20	Parking Lot Signage, Striping, Wheel Stops and ADA Ramp	1	LS	\$10,000.00	\$10,000.00	
	Sub-Total				\$73,848.71	\$73,848.71
<b>PLANTING</b>						
21	24" Box Trees	5	SF	\$375.00	\$1,875.00	
22	Soil Preparation for planting areas	1,294	SF	\$2.50	\$3,235.00	
23	1 Gallon Shrubs	1,294	SF	\$16.00	\$20,704.00	
	Sub-Total				\$25,814.00	\$25,814.00
<b>IRRIGATION</b>						
24	Tree Irrigation (Bubblers)	5	EA	\$175.00	\$875.00	
25	Irrigation for Planting Areas	1,294	SF	\$2.00	\$2,588.00	
26	Maintenance and Plant establishment Period (Working Day)	90	WD	\$200.00	\$18,000.00	
	Sub-Total				\$21,463.00	\$21,463.00
				<b>SUBTOTAL</b>		<b>\$367,469.76</b>
				<b>Mobilization 4%</b>		<b>\$14,698.79</b>
				<b>General Conditions 10%</b>		<b>\$36,746.98</b>
				<b>PHASE 2 BASE BID TOTAL</b>		<b>\$418,915.52</b>

### PHASE 3 - North Park Improvements

NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT COST	ITEM COST	SUBTOTAL
<b>DEMOLITION</b>						
1	Clear and Grub Softscape	48,257	SF	\$0.60	\$28,954.20	
2	Existing Trees	8	EA	\$1,200.00	\$9,600.00	
3	Existing Sidewalk	1	LS	\$20,000.00	\$20,000.00	
4	Existing Playground (Equipment, footings and surfacing)	1	LS	\$10,000.00	\$10,000.00	
5	Existing Electrical Poles	1	LS	\$15,000.00	\$15,000.00	
6	Existing perimeter fencing	1	LS	\$3,000.00	\$3,000.00	
7	Misc. Demo Items needed to construct all improvements. Contractor to provide allowance for all items not noted on the demo plans or specs after project job walk.	1	Allow	\$8,000.00	\$8,000.00	
	Sub-total				\$94,554.20	\$94,554.20
<b>EARTHWORK/SITE GRADING</b>						
8	Excavation & Grading	700	CY	\$16.00	\$11,200.00	
9	Export	392	CY	\$28.00	\$10,976.00	
10	Construct Subgrade, Fine Grade and Soil Preparation	23,210	SF	\$0.30	\$6,963.00	
11	Construction staking and surveying	1	LS	\$4,200.00	\$4,200.00	

12	Erosion Control	1	LS	\$1,680.00	\$1,680.00	
13	SWPPP Preparation and Implementation	1	Allow	\$700.00	\$700.00	
	Sub-Total				\$35,719.00	\$35,719.00
<b>SITE ELECTRICAL</b>						
14	Walkway Lighting - LED	1	LS	\$135,000.00	\$135,000.00	
15	Power (conduit and wires) for the North Restroom Building	1	LS	\$6,000.00	\$6,000.00	
	Sub-total				\$141,000.00	\$141,000.00
<b>SITE UTILITIES</b>						
16	Storm Drain HDPE (4"-18")	269	LF	\$60.00	\$16,140.00	
17	Storm Drain Manhole	2	EA	\$4,350.00	\$8,700.00	
18	Sidewalk Underdrain	1	EA	\$639.00	\$639.00	
19	Sewer Manhole	1	EA	\$4,350.00	\$4,350.00	
	Sub-total				\$29,829.00	\$29,829.00
<b>PAVING/CONCRETE</b>						
20	Concrete paving 4", natural grey, broom finish	7,032	SF	\$5.62	\$39,518.83	
21	Stabilized Decomposed Granite	11,134	SF	\$4.00	\$44,536.00	
22	6" Concrete Mow Curb	637	LF	\$12.00	\$7,643.40	
23	Play Area Curb for EWF	455	LF	\$48.00	\$21,840.00	
	Sub-Total				\$113,538.23	\$113,538.23
<b>SITE AMENITIES</b>						
24	Trash receptacles	5	EA	\$1,700.00	\$8,500.00	
25	Dog Waste Station	1	EA	\$1,200.00	\$1,200.00	
26	Picnic Table ADA 8' Long	6	EA	\$3,500.00	\$21,000.00	
27	Picnic Table Standard 6' Long	9	EA	\$3,100.00	\$27,900.00	
28	BBQ w/ Prep Table	5	EA	\$3,500.00	\$17,500.00	
29	Existing Memorial Removal and Relocation	1	LS	\$6,500.00	\$6,500.00	
30	Play Area #1 @ North End	1	LS	\$243,350.00	\$243,350.00	
31	Play Area Engineered Wood Fiber Surfacing	8,055	SF	\$5.00	\$40,275.00	
32	Park Bench	3	EA	\$2,300.00	\$6,900.00	
33	Removable Bollards	3	EA	\$1,300.00	\$3,900.00	
34	Permaloc Cleanline Aluminum Edging	444	LF	\$12.00	\$5,328.00	
	Sub-Total				\$382,353.00	\$382,353.00
<b>SITE FENCING</b>						
35	4' High Tube Steel Fencing	422	LF	\$220.00	\$92,840.00	
	Sub-Total				\$92,840.00	\$92,840.00

<b>PLANTING</b>						
36	24" Box Trees	22	SF	\$375.00	\$8,250.00	
37	Soil Preparation for turf (Passive Areas)	23,442	SF	\$0.60	\$14,065.20	
38	Turf(Seed) (Passive Areas)	23,442	SF	\$0.75	\$17,581.50	
	Sub-Total				\$39,896.70	\$39,896.70
<b>IRRIGATION</b>						
39	Tree Irrigation (Bubblers)	22	EA	\$175.00	\$3,850.00	
40	Irrigation for Turf(Passive Areas)	23,442	SF	\$2.00	\$46,884.00	
41	Maintenance and Plant establishment Period (Working Day)	90	WD	\$200.00	\$18,000.00	
	Sub-Total				\$68,734.00	\$68,734.00
<b>RESTROOM/CONCESSION BUILDING</b>						
42	North End RestroomBuilding	1	EA	\$350,000.00	\$350,000.00	
	Sub-Total				\$350,000.00	\$350,000.00
<b>SUBTOTAL</b>						<b>\$1,348,464.13</b>
<b>Mobilization 4%</b>						<b>\$53,938.57</b>
<b>General Conditions 10%</b>						<b>\$134,846.41</b>
<b>PHASE 3 BASE BID TOTAL</b>						<b>\$1,537,249.11</b>

<b>ADDITIVE ALTERNATES</b>						
<b>NO.</b>	<b>DESCRIPTION</b>	<b>EST. QTY.</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>ITEM COST</b>	<b>SUBTOTAL</b>
1	Field #2 (200'/200'/200') - LED Lighting	1	LS	\$215,000.00	\$215,000.00	
2	Field #3 (200'/200'/200') - LED Lighting	1	LS	\$215,000.00	\$215,000.00	
3	Safety Net 20' high @ Field #2 & Field #3	715	LF	\$590.00	\$421,850.00	
4	10x30' Cantilever Shade Structure over Bleachers at Field #1	2	EA	\$28,000.00	\$56,000.00	
5	10x22' Cantilever Shade Structure over Bleachers at Fields #2 & #3	4	EA	\$23,500.00	\$94,000.00	
6	Play Area #3 @ Ballfields	1	LS	\$44,235.00	\$44,235.00	
7	Fitness Equipment (7 pieces total)	1	LS	\$22,000.00	\$22,000.00	
8	Basketball Court w/ 10' TurfPerimeter	1	LS	\$125,000.00	\$125,000.00	
	Sub-Total				\$1,193,085.00	\$1,193,085.00
<b>SUBTOTAL</b>						<b>\$1,193,085.00</b>
<b>Mobilization 4%</b>						<b>\$47,723.40</b>
<b>General Conditions 10%</b>						<b>\$119,308.50</b>
<b>ADD ALT BID TOTAL</b>						<b>\$1,360,116.90</b>

*MIG has no control over the cost of labor, materials, equipment or the contractor's methods of determining costs. These opinions of probable costs represent our best judgement as design professionals familiar with the construction industry and public works contracts. MIG cannot and does not guarantee that proposals, bids or construction costs will not vary from our opinion of probable construction costs. Opinion of Probable Cost shall not be used as a bid form or for any bidding purposes.*



## STAFF REPORT

TO: Lindsay City Council  
FROM: Edna Hubbard, Engineer Technician  
DEPARTMENT: City Services & Planning  
ITEM NO.: 11.1  
MEETING DATE: March 12, 2024

### **ACTION & RECOMMENDATION**

Consider the Approval of Resolution No. 24-07, Authorizing the City Manager to Execute an agreement with the County of Tulare for the Purpose of the 2024 Slurry Seal Program

### **BACKGROUND | ANALYSIS**

Tulare County and the City have agreed to work together to have a slurry seal performed on several streets located within Lindsay. The purpose of this project is to preserve and protect underlying pavement structures and provide a new driving surface for the users of these facilities. The County will take lead in the design and project management of the project. The City will only be responsible for the actual cost of construction of the project within our jurisdiction.

Tulare County will have work performed in both the County and City sections of Lindsay. The project areas within the City's jurisdiction are as follows:

- Sycamore Avenue from Sierra View Street to Hickory Street
- Hickory Street from Lafayette Avenue to approximately 330 feet west of Road 224
- Sierra View Street from Lafayette Avenue to approximately 155 feet west of Laurel Avenue

The project is expected to begin construction this upcoming Summer 2024.

### **FISCAL IMPACT**

City Budget: \$64,945  
County Estimate: \$51,956.00

266 Fund = LTF-Art 8 Streets & Roads



## **STAFF REPORT**

### **ATTACHMENTS**

- Resolution No. 24-07
- Cooperative Agreement
- Location of Work



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

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**NUMBER** 24-07

**TITLE** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY APPROVING THE COOPERATIVE AGREEMENT BY AND BETWEEN THE COUNTY OF TULARE AND THE CITY OF LINDSAY AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY DOCUMENTS THERETO

**MEETING** At a regularly scheduled meeting of the City of Lindsay City Council held on March 12, 2024, at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

**WHEREAS**, the County of Tulare (herein after referred to as “County” is the lead agency on the 2024 Slurry Seal Program (hereinafter collectively referred to as “Project”), which consists of slurry sealing approximately nine (9) miles of County roads within the communities of Tulare, Orosi and Lindsay (more specifically, road segments located within subdivisions which have curbs and gutters). The purpose of this project is to preserve and protect underlying pavement structures and provide a new driving surface for the users of these facilities; and

**WHEREAS**, the Project road improvements within the community of Lindsay will be along the following road segments: Lafayette Avenue, Sycamore Avenue, Laurel Avenue, Page Avenue, Hickory Street, Sierra View Street and Alameda Street; and

**WHEREAS**, Sycamore Avenue from Sierra View Street to Hickory Street, Hickory Street from Lafayette Avenue to approximately 330 feet west of Road 224, and Sierra View Street from Lafayette Avenue to approximately 155 feet west of Laurel Avenue (hereinafter collectively referred to as “City Segments”), are located within City’s Jurisdiction; and

**WHEREAS**, City requests that the City Segments be incorporated into the County’s Project; and

**WHEREAS**, County is willing to lead the design and construction management of City Segments; and

**WHEREAS**, Project construction is anticipated to begin Summer 2024; and

**WHEREAS**, it is necessary to enter into a Cooperative Agreement by and between the County of Tulare and the City of Lindsay to authorize the design and construction management of the Project to be delegated to County;

RESOLUTION NO. 24-07

Page 1 of 2



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

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

- SECTION 1. That the above recitals are all true and correct.
- SECTION 2. That the City Council hereby approves the Cooperative Agreement by and between the County of Tulare and the City of Lindsay and authorizes the City Manager to execute any documents thereto.
- SECTION 3. This Resolution shall take effect immediately upon its adoption.

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

MEETING DATE	March 12, 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.

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ARACELI MEJÍA  
CITY CLERK

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RAMONA CAUDILLO  
MAYOR

RESOLUTION NO. 24-07  
Page 2 of 2



## **COOPERATIVE AGREEMENT**

**This Cooperative Agreement ("AGREEMENT")** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the **COUNTY OF TULARE** (hereinafter referred to as "COUNTY"), and the **CITY OF LINDSAY** (hereinafter referred to as "CITY"). An individual signatory agency in this AGREEMENT is referred to as "PARTY." Collectively, the signatory agencies in this AGREEMENT are referred to as "PARTIES."

### **RECITALS**

**WHEREAS**, COUNTY is the lead agency on the 2024 Slurry Seal Program (hereinafter collectively referred to as "PROJECT"), which consists of slurry sealing approximately nine (9) miles of County roads within the communities of Tulare, Orosi and Lindsay (more specifically, road segments located within subdivisions which have curbs and gutters). The purpose of this project is to preserve and protect underlying pavement structures and provide a new driving surface for the users of these facilities; and

**WHEREAS**, PROJECT road improvements within the community of Lindsay will be along the following road segments: Lafayette Avenue, Sycamore Avenue, Laurel Avenue, Page Avenue, Hickory Street, Sierra View Street and Alameda Street; and

**WHEREAS**, Sycamore Avenue from Sierra View Street to Hickory Street, Hickory Street from Lafayette Avenue to approximately 330 feet west of Road 224, and Sierra View Street from Lafayette Avenue to approximately 155 feet west of Laurel Avenue (hereinafter collectively referred to as "CITY SEGMENTS"), are located within CITY's JURISDICTION; and

**WHEREAS**, CITY requests that the CITY SEGMENTS be incorporated into the COUNTY'S PROJECT; and

**WHEREAS**, COUNTY is willing to lead the design and construction management of CITY SEGMENTS; and

**WHEREAS**, PROJECT construction is anticipated to begin Summer 2024; and

**WHEREAS**, on \_\_\_\_\_, 2024, the City Council of CITY authorized the design and construction management of the PROJECT to be delegated to COUNTY under CITY resolution No. \_\_\_\_\_; and

**WHEREAS**, this AGREEMENT provides the framework for the collaboration between PARTIES defining the terms and conditions under which the design and construction of PROJECT are to be handled; and

Tulare County Agreement No. \_\_\_\_\_

**WHEREAS**, PARTIES are authorized to enter into this AGREEMENT per the California Government Code sections 6500 and 23004, et seq., and the California Streets and Highways Code sections 1685 and 1803.

NOW, THEREFORE, it is mutually understood and agreed by PARTIES as follows:

**ARTICLE 1. DEFINITIONS**

- A. **CEQA (California Environmental Quality Act)** is the act (California Public Resources Code, sections 21000 et seq.) that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those significant impacts, if feasible.
- B. **CONSTRUCTION**, as referred to in this AGREEMENT, is the project phase of completing the construction of the PROJECT. Work includes, but is not limited to, construction contract administration, construction inspection, materials testing, construction survey, traffic detour, construction engineering, utility relocation, changes and modifications of plans and specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, construction contingencies, and all other necessary work after advertisement of PROJECT for construction bids to cause PROJECT to be constructed in accordance with said plans and specifications approved by PARTIES.
- C. **IMPLEMENTING AGENCY**, as referred to in this AGREEMENT, is defined as the PARTY responsible for managing the scope, cost, and schedule of a project phase to ensure completion of said phase.
- D. **JURISDICTION**, as referred in this AGREEMENT, is defined as the area within the geographic boundary of CITY and the unincorporated areas of COUNTY.
- E. **RIGHT-OF-WAY**, as referred to in this AGREEMENT, is defined as the project phase of acquiring real property interests for PROJECT.
- F. **PRELIMINARY ENGINEERING**, as referred to in this AGREEMENT, is the project phase of the preparation of plans, specifications, and cost estimates for PROJECT. Work includes, but is not limited to, topographic survey, soils report, traffic index and geometric investigations, utility engineering, and all other necessary work prior to advertisement of PROJECT for construction bids.

**ARTICLE 2. COMPLETE AGREEMENT**

- A. This AGREEMENT, including any attachments incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the term(s) and condition(s) of this AGREEMENT between PARTIES and it supersedes all prior

Tulare County Agreement No. \_\_\_\_\_

representations, understandings, and communications between the PARTIES relating to the subject matter of this AGREEMENT. The invalidity in whole or in part of any term(s) and condition(s) of this AGREEMENT shall not affect the validity of other term(s) and condition(s) of this AGREEMENT. The above referenced Recitals are true and correct and incorporated herein by reference.

- B. COUNTY’S failure to insist on any instance(s) of CITY’S performance of any term(s) or condition(s) of this AGREEMENT shall not be construed as a waiver or relinquishment of COUNTY’S right to such performance or to future performance of such term(s) and condition(s), and CITY’S obligation in respect thereto shall continue in full force and effect. Changes to any portion of this AGREEMENT shall not be binding upon COUNTY except when specifically confirmed in writing by an authorized representative of COUNTY by way of a written amendment to this AGREEMENT and issued in accordance with the provisions of this AGREEMENT.
  
- C. CITY’S failure to insist on any instance(s) of COUNTY’S performance of any term(s) or condition(s) of this AGREEMENT shall not be construed as a waiver or relinquishment of CITY’S right to such performance or to future performance of such term(s) or condition(s), and COUNTY’S obligation in respect thereto shall continue in full force and effect. Changes to any portion of this AGREEMENT shall not be binding upon CITY except when specifically confirmed in writing by an authorized representative of CITY by way of a written amendment to this AGREEMENT and issued in accordance with the provisions of this AGREEMENT.

### **ARTICLE 3. SCOPE OF AGREEMENT**

This AGREEMENT specifies the roles and responsibilities of the PARTIES as they pertain to the subjects and projects addressed herein. PARTIES agree to cooperate and coordinate with the other in all activities covered by this AGREEMENT and any amendments to this AGREEMENT.

### **ARTICLE 4. RESPONSIBILITIES**

- A. Environmental Findings and Approvals/Permits
  - a. COUNTY is the CEQA Lead Agency for the PROJECT.
  - b. COUNTY will determine the type of CEQA documentation needed and will cause that documentation to be prepared in accordance with CEQA requirements.
  - c. COUNTY will ensure that qualified personnel remain available to help resolve environmental issues and perform any necessary work to ensure that the PROJECT remains in environmental compliance.

- d. CITY will review, comment, and concur on all environmental documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, final environmental documents, and revalidation) at appropriate stages of development prior to approval and public availability.
- e. If COUNTY makes any changes to the CEQA documentation, COUNTY will allow CITY to review, comment, and concur on those changes prior to the COUNTY'S approval at appropriate stages of development prior to public availability.
- f. If COUNTY makes any changes to CEQA-related public notices (if any), then the COUNTY will allow CITY to review, comment, and concur on those changes prior to publication and circulation.
- g. COUNTY will attend all CEQA-related public meetings (if any).
- h. COUNTY is responsible for coordinating, obtaining, implementing, renewing, and/or amending the PROJECT'S permits, agreements, and/or approvals whether they are identified in the PROJECT'S scope of work or become necessary in the course of completing the PROJECT.

B. Preliminary Engineering

- a. COUNTY is the PRELIMINARY ENGINEERING IMPLEMENTING AGENCY.
- b. CITY will make available to COUNTY all necessary CITY regulations, policies, procedures, manuals, standard plans, and specifications required for the construction of PROJECT when requested by COUNTY.
- c. COUNTY will prepare Utility Conflict Maps identifying the accommodation, protection, relocation, or removal of any existing utility that conflict with construction of the PROJECT.
- d. COUNTY will determine the cost to positively identify and locate, accommodate, protect, relocate, or remove any utility facilities whether inside or outside the PARTIES' rights-of-way in accordance with federal and California laws and regulations.
- e. CITY will delegate authority to COUNTY to act on behalf of CITY on all utility relocation related matters.

C. Right-of-Way

- a. COUNTY is the RIGHT-OF-WAY IMPLEMENTING AGENCY.
- b. As RIGHT-OF-WAY IMPLEMENTING AGENCY, COUNTY is responsible for all RIGHT-OF-WAY work except those activities and responsibilities that are assigned to CITY.
- c. The selection of personnel performing RIGHT-OF-WAY work will be in accordance with federal and California laws and regulations.
- d. If COUNTY acquires any RIGHT-OF-WAY within CITY'S JURISDICTION, COUNTY will first acquire it in its own name. Title to the RIGHT-OF-WAY within CITY'S JURISDICTION will ultimately be vested in the CITY. CITY'S acceptance of title will occur after the RIGHT-OF-WAY closeout activities are complete.
- e. RIGHT-OF-WAY conveyances must be completed within 180 days after filing of the Notice of Completion unless PARTIES mutually agree to other arrangements in writing.

D. Construction

- a. COUNTY is the CONSTRUCTION IMPLEMENTING AGENCY.
- b. COUNTY will perform the PRE-CONSTRUCTION preparation work required for the PROJECT.
- c. COUNTY will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code.
- d. COUNTY will not advertise the construction contract for PROJECT until CITY accepts the final plans, specifications, and estimate packages.
- e. CITY will grant to COUNTY, at no cost to the COUNTY, permission to occupy public roads in CITY and any temporary RIGHT-OF-WAY that CITY owns or has an easement for that is necessary for the construction of PROJECT.
- f. COUNTY will implement changes to the construction contract through change orders.

- g. COUNTY will require the construction contractor to furnish payment and performance bonds naming COUNTY as obligee, and CITY as additional obligee, and to carry liability insurance in accordance with the PROJECT'S specifications.
- h. Upon completion of PROJECT, CITY will operate and maintain in good condition and at CITY'S expense, all improvements constructed as part of PROJECT within CITY'S JURISDICTION.
- i. COUNTY will file the Notice of Completion upon PROJECT'S acceptance by CITY and approval by COUNTY'S Board of Supervisors.

#### **ARTICLE 5. FUNDING**

The CITY shall reimburse the COUNTY for 100% of the cost to construct the improvements along the CITY SEGMENT. Reimbursement shall be based on the actual costs incurred by the COUNTY. A preliminary cost estimate for improvements eligible for reimbursement to COUNTY by CITY is described in EXHIBIT A, attached hereto, and incorporated herein by this reference. The CITY shall, within 90 calendar days of the completion of the improvements and upon acceptance by the Tulare County Board of Supervisors and the receipt of the COUNTY'S invoice, issue a check to the COUNTY as reimbursement for work completed and shall be based on the COUNTY'S actual cash expenditures for the improvements. All invoices submitted by COUNTY shall be accompanied by evidence of actual costs, together with such release and waiver forms and other documentation as COUNTY customarily requires in connection with reviewing and making such payments for road improvements.

#### **ARTICLE 6. NO RIGHTS IN THIRD PARTIES**

Nothing in the provisions of this AGREEMENT is intended to create duties or obligations to or rights in third parties not parties to this AGREEMENT or to affect the legal liability of either PARTY to the AGREEMENT by imposing any standard of care with respect to the maintenance of the CITY'S property different from the standard of care imposed by law.

#### **ARTICLE 7. INDEMNIFICATION**

- A. Neither COUNTY nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify and save harmless COUNTY and its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code section 810.8) occurring by reason

Tulare County Agreement No. \_\_\_\_\_

of anything done or omitted to be done by CITY under or in connection with any work, authority, or jurisdiction delegated to CITY under this AGREEMENT.

- B. Neither CITY nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify and save harmless CITY and its officers and employees from all claims, suits, or actions of every name, kind and description brought for or on account of injury (as defined by Government Code section 810.8) occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority, or jurisdiction delegated to COUNTY under this AGREEMENT.

#### **ARTICLE 8. TERMINATION**

This AGREEMENT shall terminate upon filing of the Notice of Completion, and payment of final invoice, unless the PARTIES agree through an amendment to this AGREEMENT to an extension of time.

#### **ARTICLE 9. SEVERABILITY AND CONSTRUCTION**

If any provision of this AGREEMENT is held to be illegal, invalid, or unenforceable under present or future laws, such provisions shall be fully severable. This AGREEMENT shall be construed and enforced as though such illegal, invalid, or unenforceable provision had never comprised a part of this AGREEMENT and the remaining provisions of this AGREEMENT shall remain in full force and effect.

#### **ARTICLE 10. VENUE**

This AGREEMENT shall be construed in accordance with the laws of the State of California without consideration of conflict of law principles. PARTIES agree to submit themselves to the JURISDICTION of the court venue in COUNTY in any action relating to this AGREEMENT or the enforcement of interpretation thereof.

IN WITNESS WHEREOF, the undersigned PARTIES have executed this AGREEMENT on the day and year first written above:

**CITY OF LINDSAY**

Date \_\_\_\_\_

By \_\_\_\_\_  
Ramona Caudillo, City Mayor

ATTEST: ARACELI MEJIA  
Deputy City Clerk of the City of Lindsay

By \_\_\_\_\_

Approved as to Form:  
City Attorney

By \_\_\_\_\_

**COUNTY OF TULARE**

Date \_\_\_\_\_

By \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST: JASON T. BRITT  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

By \_\_\_\_\_  
Deputy Clerk








Approved as to Form:  
County Counsel

\_\_\_\_\_  
Deputy  
Matter No. 20214153

Tulare County Agreement No. \_\_\_\_\_

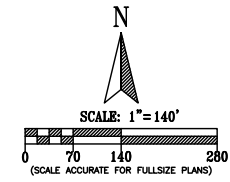
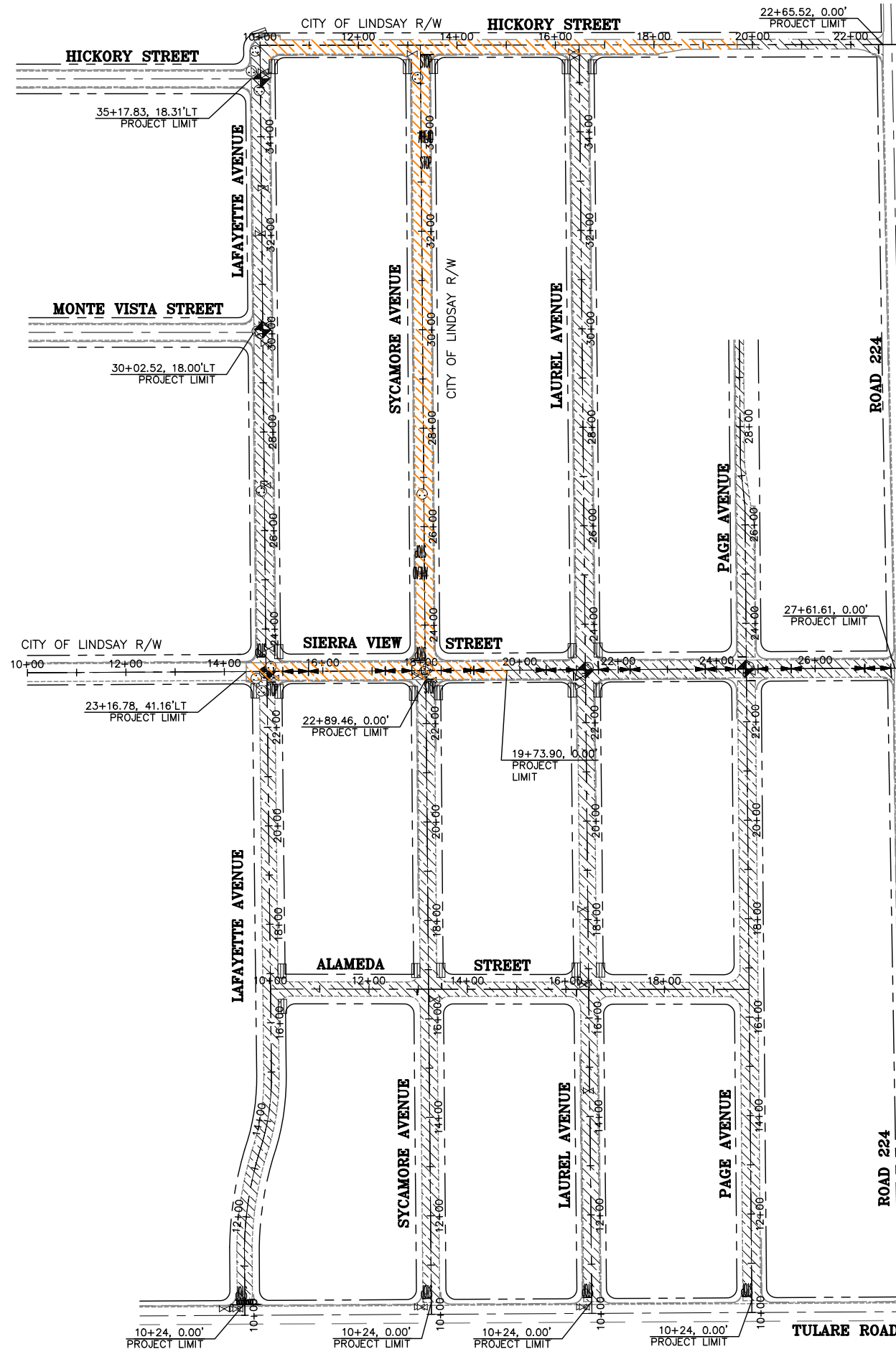


**LEGEND**

-  SLURRY SEAL (TULARE COUNTY)
-  SLURRY SEAL (CITY OF LINDSAY)
-  EXIST MANHOLE, PROTECT IN PLACE
-  EXIST DI, PROTECT IN PLACE
-  EXIST WATER VALVE, PROTECT IN PLACE
-  EXIST SURVEY MONUMENT, PROTECT IN PLACE
-  PAVEMENT MARKING PER STANDARD PLANS

**NOTE**

1. MANHOLES, DI'S, VALVES, & SURVEY MONUMENTS SHOWN TO THE BEST OF COUNTY KNOWLEDGE. CONTRACTOR SHALL PROTECT ALL SUCH FEATURES AS NEEDED.



NO.	REVISIONS	DATE	BY

COUNTY OF TULARE  
 RESOURCE MANAGEMENT AGENCY  
 5961 SOUTH MOONEY BLVD.  
 VISALIA, CA 93277  
 (559)624-7000  
 WWW.TULARECOUNTY.CA.GOV/RMA



EXHIBIT  
 LOCATION 5: LINDSAY  
**2024 SLURRY SEAL PROGRAM**  
 TULARE COUNTY

SCALE	1"=140'
DIVISION	DESIGN
JOB NO.	23008-1
DESIGNED	MM
DRAWN	MM
CHECKED	CS
FILE	23008-5EX001.DWG
DATE	09/15/2023
SHEET No.	

**EX1**  
 1 OF 1

# BOARDS, AGENCIES, AND COMMITTEES APPOINTMENTS

## (EFFECTIVE DECEMBER 12, 2023)

Board, Agency, or Committee Name	Meeting Time	Council Member Representative	Council Member Representative Alternate
Integrated Regional Water Management (IRWM)	First Tuesday of every month at 9:00 AM	Council Member Cerros	Council Member Flores
East Kaweah Groundwater Sustainability Agency (EKGA)	Fourth Monday of the first month of every quarter at 3:00 PM	Council Member Cerros	Council Member Sanchez
Tulare County Association of Government (TCAG) Board of Governors	Third Monday of every month at 1:00 PM	Council Member Cerros	Mayor Caudillo
Tulare County Regional Transit Agency (TCRTA) Board of Directors	Third Monday of every month at 6:00 PM	Council Member Cerros	Council Member Sanchez
Lindsay Wellness Center Programming Committee	Quarterly on Monday's at 6:00 PM	Mayor Pro Tem Serna <i>*Per Committee establishment, two (2) Council Members are required</i>	Council Member Sanchez <i>*Per Committee establishment, two (2) Council Members are required</i>
Healthy Kids Healthy Lindsay	Quarterly, select Weekday's at 3:30 PM	Council Member Cerros <i>*Per Committee Bylaws, the Mayor is automatically the Board Member</i>	Mayor Pro Tem Serna <i>*Per Committee Policy, the Mayor Pro Tem is automatically the Alternate Board Member</i>
Tulare County City Selection Committee	Quarterly, select Weekday's at 4:00 PM, or on an as-needed basis	Council Member Cerros <i>*Per committee Bylaws, the Mayor is automatically the selected member</i>	Council Member Flores
Friday Night Market Operations Ad-Hoc Oversight Committee	As-needed basis	Mayor Caudillo <i>*Per Agreement with Market Operator, two (2) Council Member Representatives are needed</i>	Council Member Cerros <i>*Per Agreement with Market Operator, two (2) Council Member Representatives are needed</i>
San Joaquin Valley (SVJ) Air Pollution Control District Special City Selection Committee	As-needed basis, typically in the evenings	Council Member Cerros	None
Tulare County Council of Cities	Bimonthly, Third Wednesday at 4:00 PM, or on an as-needed basis	Council Member Flores	Council Member Cerros
City Sign Ordinance Ad-Hoc Committee	Three (3) times throughout the year, or on an as-needed basis, typically in the evenings	Council Member Cerros <i>*Per Committee establishment, two (2) Council Members are required</i>	Council Member Sanchez <i>*Per Committee establishment, two (2) Council Members are required</i>
City Water Ad-Hoc Committee	Three (3) times throughout the year, or on an as-needed basis, typically in the evenings	Council Member Cerros <i>*Per Committee establishment, two (2) Council Members are required</i>	Council Member Sanchez <i>*Per Committee establishment, two (2) Council Members are required</i>



# STAFF REPORT

TO: Lindsay City Council  
 FROM: Araceli Mejia, Assistant City Planner  
 DEPARTMENT: City Services & Planning  
 ITEM NO.: 12.1  
 MEETING DATE: March 12<sup>th</sup>, 2024

## ACTION & RECOMMENDATION

### Special Event Permit No. 24-01

- A. Consider Application for Special Event Permit (SEP) No. 24-01 for the Orange Blossom Festivities.
- B. Consider Fee Waiver for Special Event Permit (SEP) No. 24-01 for the Orange Blossom Festivities

## BACKGROUND | ANALYSIS

### Part A: Orange Blossom Festivities Application

Danny Salinas (“Applicant”) submitted a Special Event Permit application on February 5<sup>th</sup>, 2024, to hold the 92<sup>nd</sup> Annual Lindsay Orange Blossom Festivities at various City locations on various dates. Based on the information provided within the application, the event has been classified as a ‘Category III’ event.

### Event Details:

Type of Event:	Orange Blossom Festivities
Event Dates:	April 6 <sup>th</sup> , 2024, through April 14 <sup>th</sup> , 2024
Hours:	Various hours & Dates
Setup Hours:	Various hours & Dates
Breakdown Hours:	Various hours & Dates
Location:	City Hall, City Park, Ono City Park, and Road closures Elmwood St from Mirage Ave. to Whitney St
City Facility/Park Use:	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Number of Attendees:	3,000 to 5,000
Alcohol sale:	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Food truck & Merchandise Vendors:	Up to 28 total
Car show:	Approximately 80 cars
Music:	<input checked="" type="checkbox"/> Live bands <input checked="" type="checkbox"/> DJ <input checked="" type="checkbox"/> Stage

Orange Blossom Activities:

<b>Date</b>	<b>Public Facility Use Location</b>	<b>Event Description</b>
04/06/2024	911 N Parkside St (Senior Center Area)	<b>Carnival.</b> Open to Public Dates: from 04/06/24 – 04/14/24
04/06/2024	251 E. Honolulu St (Front of City Hall)	<b>Coronation</b> at 5:30 PM
04/13/2024	185 N. Gale Hill Ave (Public Safety) from 7:30 am to 9:00 am	<b>Lindsay Kiwanis Pancake Breakfast</b>
04/13/2024	Elmwood St Road Closure	<b>92<sup>nd</sup> Annual Parade</b> at 10:00 AM
04/13/2024	City Park & Ono City Pkwy Road Closure	<b>92<sup>nd</sup> Orange Blossom Festival</b> from 11:00 AM to 5:00 PM

**Requirements:**

- **Site Plan** (attached to this report).
- **Circulation & Parking Plan.** Wellness Center Parking Lot, Memorial Building Parking Lot, and the vacant lot on the Northeast side of Tulare Rd/Elmwood. All offsite parking through various streets around the City Park and Downtown area.
- **Traffic Control Plan.** For the Parade, City Services is responsible for the setup of proper signage for the road closure and Public Safety Officers will be stationed at the major intersections (Hermosa/Elmwood & Tulare/Elmwood). High School Volunteers will be stationed at all other intersections.
- **Waste Plan.** Mid-Valley will be providing the following services (confirmation attached to this report).
  1. Four 3-Yard Trash Bins
  2. Two 3-Yard Recycling Bins
  3. One 40-Yard Roll Off
  4. Six 64-Gallon Trash Bins
  5. Six 64-Gallon Recycling Bins
- **Restrooms.** The event will use the existing restrooms at the City Park, and applicant will provide the following to supplement the existing restrooms.
  1. Men:
    - a. 10 Portable Toilets
    - b. 3 Portable Sinks
  2. Women:
    - a. All Existing Park Restrooms will be reserved for women use only.
- **Marketing/Advertising/Promotions.** The applicant has provided visuals of the design for the proposed banners (attached to this report). The applicant is also requesting the use of City property to place event banners at the following locations:
  1. Windmill facing North and West
  2. City Sign
  3. Soccer Field

- **Safety Plan:** This event will require three (3) security guards, in addition to five (5) Public Safety Officers assigned to this event for the entire duration of the event. The Applicant has contracted with Topknotch Security.
- **Alcohol Management.** Alcohol will only be sold inside the beer garden. All attendees I.D.'s will be verified upon entry and no minors will be allowed into the beer garden.
- **Indemnity** (attached to this report).
- **Insurance.** This event is required to provide the following.
  1. \$1 Million in Liquor Liability Insurance
  2. \$2 Million in General Liability and \$3 Million in Aggregate Insurance
- **Inspections.** Fire Department & Building and Safety Inspections will need to be conducted for the carnival.

**Part B: Fee Waiver Request**

The Applicant is requesting that all of fees identified within Table 1 below be waived by action of the City Council. If the City Council approves the requested fee waiver, that action will not waive any damages/repairs fees that may result from the event.

*Table 1. Expenses for Orange Blossom Festival*

<b>2024 Orange Blossom Festival</b>				
<b>City Park</b>				
13-Apr-24				
<b>Facility Rental</b>				
	Qty	Unit	Cost	Total
City Park Rental	10	hrs	\$250.00	\$ 2,500.00
<b>Police Department</b>				
Officers	24	hrs	\$ 90.32	\$ 2,167.68
<b>Permit Fee</b>				
SEP Application	1	LS	\$ 500.00	\$ 500.00
<b>City Services</b>				
Employees	48	hrs	\$ 87.05	\$ 4,178.40
<b>Special Inspections</b>				
Fire inspection	1.00	LS	\$ 150.00	\$ 150.00
Building inspection	1.00	LS	\$ 148.00	\$ 148.00
			<b>Grand total</b>	<b>\$ 9,644.08</b>

## **FISCAL IMPACT**

If Council approves the fee waiver for SEP 24-01, the City will not generate \$9,644.08 revenues to the General Fund.

## **ATTACHMENTS**

- SEP 23-01 Application
- Banner Application and Banner Design
- Site Plan
- Parade Route
- Security Services
- Waste Services
- ABC License Application
- Orange Blossom Alcohol Liability Insurance
- Orange Blossom Liability Insurance
- Indemnity Letter
- Fee Waiver Request to Council



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

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

**Event Details**  
 Event Name: Lindsay Orange Blossom Festival  
 Location: Lindsay City Park  
 Date: April 6, 2024 - April 14, 2024  
 Hours: Various  
 Anticipated Attendance: 2,000-5,000  
 Sale of Alcohol:  Yes  No  
 Street Closure:  Yes  No  
 Park Reservation:  Yes  No

**Applicant Information**  
 Name: Danny Salinas  
 Address: 889 N. Orange Ave.  
 City, State, Zip: Lindsay, Ca 93247  
 Phone: (559)333-1020  
 E-mail: dsalinas1137@gmail.com

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

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

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

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

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

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

**CHECKLIST ITEMS TO BE DETERMINED AT MEETING WITH STAFF**

	Completed Application	Site Plan	Business License Application	Property Owner Permission	Traffic/Parking Control Plan	Waste Plan	ABC Application	Security Plan	Banner Permit	Liability Certificate	Alcohol Liability Certificate
Needed						X	X	X	X	X	X
Submitted	✓	✓			✓						

*TP/Johnny should*

## Purpose

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

## Review Process

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

### Meeting Information

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

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

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

## Instructions

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

## Additional Event Details

Set-up Date \_\_\_\_\_ to 4-14-2024

Set-up Time 9:00 a.m. to \_\_\_\_\_

Tear-down Date \_\_\_\_\_ to \_\_\_\_\_

Tear-down Time 6:00 p.m. to 7:00 p.m.

Event Hours (the time the event is open to the public) \_\_\_\_\_ to \_\_\_\_\_

Thursday 4pm - 10pm

Friday 4pm - 11pm

Saturday 10am - 11pm

Sunday 12pm - 6pm



Number of Participants (use total number of units/floats for parades) Approx. 40

Number of Spectators 2,000-5,000

Total Anticipated Attendance 2,000-5,000

Type of Event:

Run  Walk  Cycling  Parade  Concert  Carnival

Certified Famers Market  Street Festival  Park Festival

Fireworks  Promotional/Marketing  Fundraiser

Protest/Rally  Filming  Tournament  Rodeo  Circus

Open to Public  or Private Event

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

This event occurs annually since 1932. 2023's event was held in April.

Will there be an admission fee? If so, provide a detailed description of your event. Attach additional pages and materials as needed.

No

Event will occupy:

One Lane  Two Lanes  Half a Street  Full Street

Sidewalk Only

Closure Type:

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

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

Street Name Elmwood Street

Between Mirage and Whitney

Start Time 8:00 am End Time 11:00 am

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

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

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

## Alcohol Management Plan

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

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

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

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

Yes, beer only.

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Will the alcohol be *sold* to the attendees?

Yes       No

Is the event open to all ages?

Yes       No

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

Security guard at entrance will ID all entrants.

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

The Orange Bar professional bartenders.

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

One, located near the stage.

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

~~No~~ Johnny Estrada / Orange Bar

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### **Amplified Sound/Entertainment Related Activities**

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

Will your event include amplified sound?

Yes       No

What times are you requesting amplified sound?

10:00 am                      to    5:00 pm

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

9:30 am                      to    10:00 am

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

Speakers, microphone

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

Yes       No

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

No

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

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

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Does the entertainment include animals (petting zoo, pony rides, etc.)? If yes, explain. No

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Does the entertainment include any vehicles (car show, displays, etc.)? If yes, explain. Yes, car show located near Wellness Center.

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### **Stages/Platforms**

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Stages/platforms may require an inspection by the City Building inspector for a fee. Will your event include the installation of stages or platforms? If yes, indicate the number of stages and their corresponding sizes. Please include it on the site plan/map. No

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### **Tents/Canopies/Temporary Structures**

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

Will your event include tents or canopies? If yes, indicate the number and their corresponding sizes. Please include it on the site map/plan.  
Two, 20' X 40' canopies.

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### Vendors

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

Does your event include food vendors? If yes, how many? Approx. 20

Does your event include food trucks? If yes, how many? Approx. 10

Will any of the food vendors or food trucks be cooking or heating food on-site? If yes, how many? 20

What method(s) will be used?

Gas     Electric     Charcoal     Other

What is your plan for disposing of grease, charcoal and/or wastewater?  
Self-contained.

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Does your event include merchandise vendors? If yes, how many? Approx. 25

Does your event include information vendors? If yes, how many? Approx. 10

Will any items or services sold at your event present any unique liability issues (massages, pony rides, tattooing, piercing, etc.)? Please describe the services.  
No

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### Marketing/Advertisement/Promotions

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

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

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

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

Yes, banners on the wind machine, soccer field fence and Harvard Park fence and metal signs on the outskirts of town.

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### **Insurance**

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

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

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



## Form of Payment

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

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

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

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

## Signature

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

Printed Name Danny Salinas  
 Signature \_\_\_\_\_

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

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

## City Use Only

APPROVAL DATES	COMMENTS
Planning:	
Building:	
Other:	
<b>APPROVAL SIGNATURES</b>	
Planning Dept.	Building Dept.





# BANNER APPLICATION

### APPLICANT INFORMATION:

Danny Salinas 2-29-24  
 Name of Applicant Date  
889 N Orange Ave  
 Address  
559 333-1020 Danny Salinas  
 Phone Number Name of Contact Person  
Same  
 Mailing Address (if different from applicant address)

### EVENT INFORMATION:

Lindsay Orange Blossom Festival  
 Event Name Event Type

### EVENT DATES:

From: 4-6-24 To: 4-14-24

### BANNER HANGING TIME PERIOD REQUESTED:

3-10-24 4-14-24  
 Installation Date Removal Date

### DESIRED LOCATION FOR INSTALLATION:

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

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

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

[Signature] 2-29-24  
 Signature of Applicant Date

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



**Saturday April 13**  
**Parade - 10:00**  
**Festival - 11:00-5:00**

**Food - Carnival - Live Entertainment**

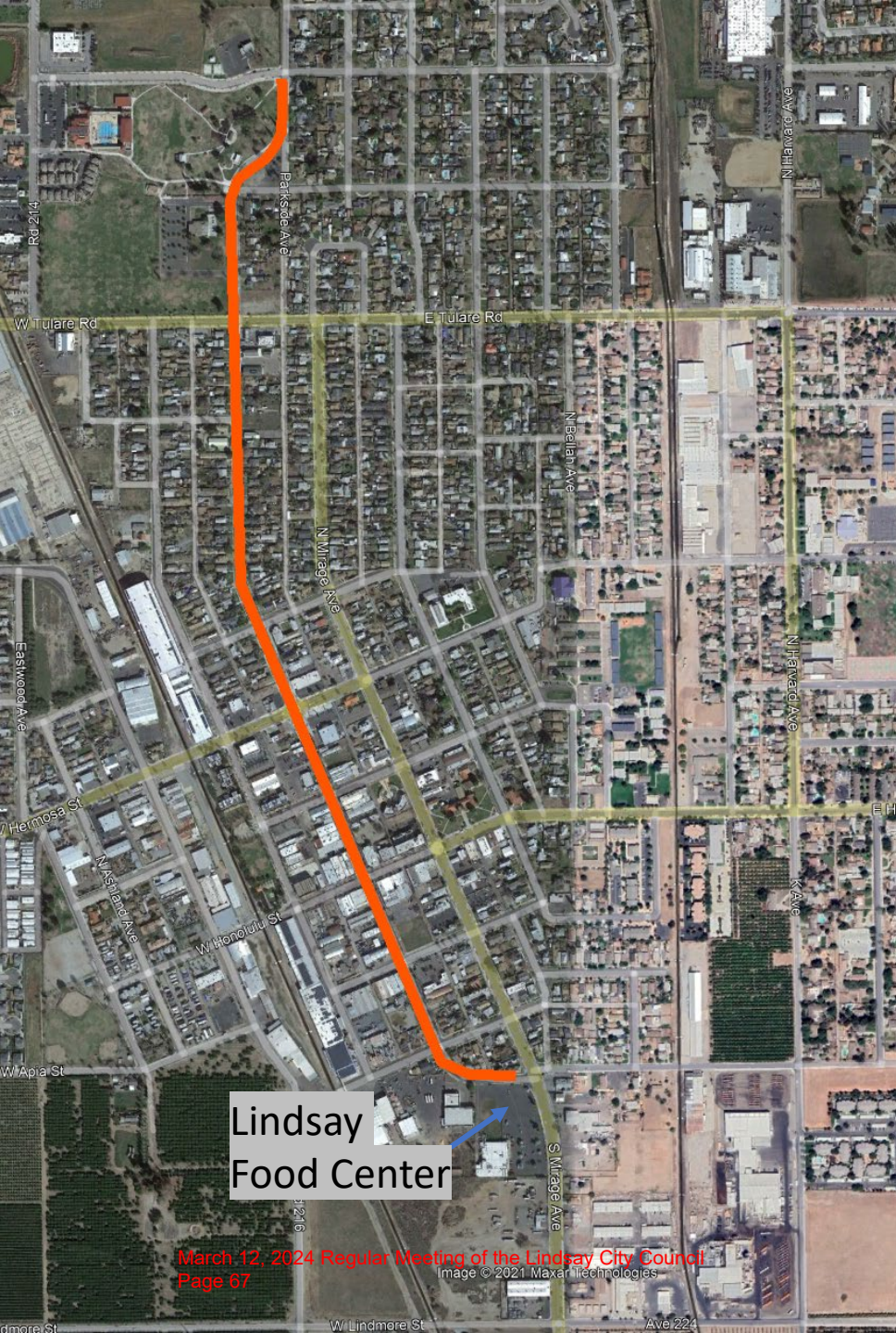
Wind Machine Banners 110" x 50"



**Saturday April 13**  
**Parade - 10:00**  
**Festival - 11:00-5:00**

**Food - Carnival - Live Entertainment**

Fence Banners 120" x 36"



# OBF Parade Route

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Parade participants will stage in the parking lot of Lindsay Food Center. The parade route will travel north along Elmwood and end at City Park.

Lindsay  
Food Center



## Legend

- Skateboard Competition
  - Held at skatepark
- Car Show
  - Directly behind City Pool
- Cornhole Tournament
  - In the grass area east of skatepark
- Carnival
  - Behind Senior Center
- Vendors
  - Stationed along Ono City and walking path within park
- Horseshoe Tournament
  - Held at horseshoe pit
- LPD Tent
  - AID station and lost and found



Keeping business owners  
businesses safe

# INVOICE

Date: 02/21/2024  
INVOICE # 02

To

Name: Danny S  
Company: Orange Blossom  
1751 S Main, Porterville Ca  
559-333-1020  
Date of service: 04/13/2024

Salesperson	Job	Payment Terms	Due Date
Danny	Security	04/13/2024	1 week

Qty	Description	Hours	Line Total
3	3 guards	24	\$700
	April 13, 2024 8am-5pm		
	For disorderly guest, unwanted guest, underage		
	Drinking.		
		Hours	24
Signed by 559-756-4570 Madeleine Morton			
		# of Guards Total	3
			\$700

Make all checks payable to Topknotch Security **Thank you**  
**for your business!**

Topknotch Security 22237 Ave 154 Porterville, Ca 93257 O: 559-615-1512 C: 559-756-4960  
topknotchsecu.inc@yahoo.com



## **Lindsay Orange Blossom Foundation**

February 23, 2024

Ricardo  
Mid Valley Disposal  
P.O. Box 12227  
Fresno, CA 93777-2227

The following is a summary of the trash requirements for the upcoming Lindsay Orange Blossom Festival.

### April 9 – April 14

Carnival at 911 N. Parkside: Dumpsters: Four 3-yard trash and two 3-yard recycle.

### April 11

After carnival is set up, deliver to the Wellness Center at 860 N. Sequoia Ave.: One 40-yard roll-off.

### April 13

OBF Pancake Breakfast – Lindsay Public Safety at 185 N. Gale Hill: 64 gallon carts – 6 trash and 6 recycle.

Thank you,

Danny Salinas  
OBF Chairman  
(559)333-1020

**CATERING AUTHORIZATION APPLICATION**

*Fees are generally non-refundable. Please review Form ABC-218 INSTR before submitting this application.*

LICENSE NUMBER <b>48-58-589867</b>
RECEIPT NUMBER
TOTAL FEE
\$

**SECTION 1**

1. LICENSEE NAME(S) (If an individual, first name, middle name, last name.) <b>Johnny M. Estrada</b>		
2. CONTACT PERSON <b>Johnny Estrada</b>	3. CONTACT PHONE NUMBER <b>(559) 586-9093</b>	4. CONTACT EMAIL ADDRESS <b>Sarah 31 hager @icloud.com</b>
5. LICENSED PREMISES ADDRESS <b>172 W. Honolulu St. Lindsay CA, 93247</b>		6. MAILING ADDRESS (IF DIFFERENT)
7. EVENT LOCATION (Street number and name, city, zip code) <b>911 Parkside Lindsay CA 93247</b>		
8. DESCRIPTION OF LOCATION (Parking lot, office building, residence, county/city park, etc.) <b>THE beer booth location next to the stage in Park</b>		
9. EVENT LOCATION IS WITHIN THE CITY LIMITS <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		10. EVENT DATE(S) <b>4-13-24</b>
12. EVENT HOURS From <b>10:00 AM</b> To <b>5:00 pm</b>		11. TOTAL NUMBER OF DAY(S) <b>1</b>
13. EVENT OPEN TO THE PUBLIC <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		14. ESTIMATED DAILY ATTENDANCE <b>300</b>

**SECTION 2**

**CATERING EVENT**

15. EVENT TYPE <input type="checkbox"/> Convention <input type="checkbox"/> Trade Exhibit <input type="checkbox"/> Social Gathering <input type="checkbox"/> Anniversary <input type="checkbox"/> Sporting Event <input type="checkbox"/> Picnic <input type="checkbox"/> Wedding <input type="checkbox"/> Birthday <input type="checkbox"/> Other <b>City Park</b>				16. NUMBER OF EVENTS CATERED THIS YEAR AT THIS LOCATION (Not applicable to club licensees)
17. ORGANIZATION SPONSORING EVENT <b>Lindsay Orange blossom Foundation</b>		18. PERSON IN CHARGE OF EVENT <b>Danny Salinas</b>		
19. MAILING ADDRESS		20. PHONE NUMBER OF ABOVE PERSON <b>(559) 333-1020</b>		

**SECTION 3**

**EVENT AUTHORIZED PURSUANT TO BUSINESS AND PROFESSIONS CODE SECTION 25600.5**

21. SUPPLIER NAME	22. SUPPLIER LICENSE NUMBER
23. SUPPLIER CONTACT PERSON	24. SUPPLIER CONTACT PHONE NUMBER

**SECTION 4**

I declare under penalty of perjury that to the best of my knowledge these statements are true and correct.

LICENSEE SIGNATURE <b>Johnny Estrada</b>	DATE SIGNED <b>2/16/24</b>
---	-------------------------------

**SECTION 5**

**LOCAL LAW ENFORCEMENT AGENCY APPROVAL (IF APPLICABLE)**

SIGNATURE	TITLE	DATE SIGNED
-----------	-------	-------------

**SECTION 6**

**AUTHORIZATION (For ABC Use Only)**

PROPERTY OWNER APPROVAL REQUIRED <input type="checkbox"/> Yes, attached <input type="checkbox"/> No	CONDITIONS/ACKNOWLEDGMENTS REQUIRED <input type="checkbox"/> Yes, attached <input type="checkbox"/> No	DIAGRAM REQUIRED <input type="checkbox"/> Yes, attached <input type="checkbox"/> No	LAW ENFORCEMENT APPROVAL REQUIRED <input type="checkbox"/> Yes <input type="checkbox"/> No
DISTRICT APPROVAL BY (Name)		ABC EMPLOYEE SIGNATURE	DATE SIGNED







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/04/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Tagrisk LLC 17011 Beach Blvd. Suite 205  Huntington Beach CA 92647	<b>CONTACT NAME:</b> Elaine Fu <b>PHONE (A/C, No, Ext):</b> (888) 475-1553 <b>E-MAIL ADDRESS:</b> efu@tagrisk.com	<b>FAX (A/C, No):</b> (714) 613-0711	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b>  Johnny Estrada, DBA: Orange Bar 172 West Honolulu Street  Lindsay CA 93247	<b>INSURER A:</b> United States Liability Ins Co		
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:** 24-25 GL & LL**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CP 2680256	02/29/2024	02/28/2025	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
A	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						MED EXP (Any one person) \$ 1,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded Liquor Liability \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ Included BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
							PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Event Date: 04/13/2024  
 Orange Blossom Festival  
 Insurable Interest: Additional Insured

Certificate holder is listed as additional insured per the attached policy endorsement.

**CERTIFICATE HOLDER****CANCELLATION**

City of Lindsay 251 E Honolulu St PO Box 369 Lindsay CA 93247	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> W.S. Palmer Company Inc 111 W. Honolulu St PO Box 549 Lindsay CA 93247		<b>CONTACT NAME:</b> Adriana Galvan <b>PHONE (A/C, No, Ext):</b> (559)562-2522 <b>E-MAIL ADDRESS:</b> adriana@palmerca.com <b>FAX (A/C, No):</b> (559)562-2125	
<b>INSURED</b> LINDSAY ORANGE BLOSSOM FESTIVAL FOUNDATION 889 Orange Ave Lindsay CA 93247		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Union General Insurance Serv. NAIC # 517000 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		WS415739	05/13/2024	05/13/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED IN REGARDS TO LIABILITY

**CERTIFICATE HOLDER****CANCELLATION**CITY OF LINDSAY  
PO BOX 359

LINDSAY, CA 93247

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Fax: Email:

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ACORD 25 (2016/03)

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March 12, 2024 Regular Meeting of the Lindsay City Council

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## Lindsay Orange Blossom Foundation

February 5, 2024

Neyba Amezcua  
City of Lindsay  
251 E. Honolulu St.  
Lindsay, Ca 93247

RE: Indemnity Letter

To Whom It May Concern:

Promoter and/or Vendor agrees to indemnify, save, hold harmless, and at City's request, defend the City, its officers, agents and employees from any and all costs and expenses (including attorney and legal fees), damages, liabilities, claims and losses occurring or resulting to the City in connection with the performance, or failure to perform, by Promoter and/or Vendor, its officers, agents, sub-contractors, employees, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable under this Agreement, and from any and all costs and expenses (including attorney and legal fees), damages, liabilities, claims, and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Promoter and/or Vendor, its officers, agents or employees under this Agreement arising out of the event.

Regards,

A handwritten signature in blue ink, appearing to read 'Danny Salinas', is written over a faint, larger version of the same signature.

Danny Salinas  
OBF Chairman  
(559)333-1020

# LINDSAY



DATE: February 29, 2024  
TO: Lindsay City Council  
FROM: Lindsay Orange Blossom Festival Foundation  
RE: Waiver Request

---

The Lindsay Orange Blossom Festival Foundation is asking that the city waive the fees for this year's Orange Blossom Festival event to be held on April 13<sup>th</sup>.

Our foundation is a non-profit entity which will be celebrating 92 years! Our purpose is to create a family friendly event for the entire community to enjoy.

This year we will be honoring our Sister City with the Ono City Delegation serving as our parade Grand Marshal.

In addition, our foundation also provides college scholarships to LHS students and partners with the community on various projects.

Please advise if you have any questions or would like to discuss further.

Thank you in advance for your consideration.



## STAFF REPORT

TO: Lindsay City Council  
FROM: Megan Crouch, City Attorney  
DEPARTMENT: City Attorney  
ITEM NO.: 12.2  
MEETING DATE: March 12, 2024

### ACTION & RECOMMENDATION

Review of Lindsay City Charter.

This is an informational item only at this time with the purpose of facilitating a discussion among the City Council as it relates to the Lindsay City Charter.

### BACKGROUND | ANALYSIS

At the June 27, 2023, Regular Meeting of the Lindsay City Council, the City Council unanimously approved to place a discussion item regarding the Lindsay City Charter on a future City Council agenda. Attached to this report is the Lindsay City Charter which defines the organization, powers, functions, and essential procedures, et al. of Lindsay's City government.

The following sections relative to Charter Amendment read as follows:

#### ***Section 12.01 Charter Amendment***

Amendments to this Charter shall be approved by a majority of the voters of the City at an election on a date as determined by the City Council.

#### ***Section 12.02 How Amended***

- A. **Amendments.** Amendments to this Charter may be framed and proposed in any manner provided by law or by any of:
- B. **Council Ordinance.** An ordinance of the City Council containing the full text of the proposed amendment;
- C. **Initiative.** An initiative by the voters of the City; or
- D. **Charter Commission.** A report with specific full text as prepared by a duly elected Charter Commission as created pursuant to State law.

#### ***Section 12.03 Amendment Election***

If a majority of the voters of the City voting on a proposed Charter amendment vote in favor of such amendment, the amendment shall become effective at the time fixed in the amendment. but if no time is therein fixed. at the time the approved amendment is tiled with the California Secretary of State by the City Clerk and chaptered by the Secretary of State. The City Clerk shall

file the results of a Charter amendment election with the Secretary of State within 30 days following the election.

**FISCAL IMPACT**

No fiscal impact associated with this item as it is informational only and does not require action at this time.

**ATTACHMENTS**

- Lindsay City Charter

**CHARTER OF THE  
CITY OF LINDSAY**

**January 8, 1996**

**Sections:**

**ARTICLE I  
NAME, BOUNDARIES AND  
FORM OF GOVERNMENT**

- 1.01 Name.**
- 1.02 Boundaries.**
- 1.03 Form of Government.**

**ARTICLE II  
POWERS, DUTIES AND  
OBLIGATIONS OF THE CITY**

- 2.01 Powers of the City.**
- 2.02 General Law Powers.**
- 2.03 Municipal Affairs.**
- 2.04 Intergovernmental Powers.**
- 2.05 Liberal Interpretation.**
- 2.06 Duties and Obligations of the  
City Council.**

**ARTICLE III  
MAYOR AND CITY COUNCIL**

- 3.01 City Council.**
- 3.02 Judge of Qualifications.**
- 3.03 Vacancies and Forfeiture of  
Office.**
- 3.04 Filling of Council Vacancies.**
- 3.05 Compensation and Expenses.**
- 3.06 Powers and Duties of the City  
Council.**
- 3.07 Council Procedure.**
- 3.08 Actions Requiring an  
Ordinance.**
- 3.09 Ordinances in General.**
- 3.10 Emergency Ordinances.**
- 3.11 Ordinance Authentication,  
Recording and Codes.**
- 3.12 Mayor.**
- 3.13 Mayor Pro Tem.**
- 3.14 Prohibitions on City Council.**
- 3.15 Independent Audit.**

**ARTICLE IV  
CITY MANAGER**

- 4.01 City Manager Appointment.**
- 4.02 Acting City Manager.**
- 4.03 Powers and Duties of City  
Manager.**

**ARTICLE V  
CITY CLERK**

- 5.01 Office of City Clerk.**
- 5.02 Duties of City Clerk.**

**ARTICLE VI  
CITY ATTORNEY**

- 6.01 Office of City Attorney.**
- 6.02 Duties of City Attorney.**
- 6.03 Special Counsel.**

**ARTICLE VII  
DEPARTMENTS, AGENCIES  
AND EMPLOYEES**

- 7.01 Departments.**
- 7.02 Department Heads.**
- 7.03 Personnel System.**
- 7.04 Boards, Commissions and  
Committees.**

**ARTICLE VIII  
FINANCIAL PROCEDURES**

- 8.01 Financial Systems.**
- 8.02 Submission of Budget and  
Budget Message.**
- 8.03 Annual Budget.**
- 8.04 City Council Review of Budget.**
- 8.05 Adoption of Budget.**
- 8.06 Budget Amendments After  
Adoption.**
- 8.07 Overexpenditures Prohibited.**
- 8.08 Lapse of Appropriations.**
- 8.09 Capital Program and Budget.**
- 8.10 Public Documents.**
- 8.11 Purchasing and Contracting.**
- 8.12 Miscellaneous Fiscal  
Procedures.**

**ARTICLE IX  
TAXATION, REVENUES AND DEBT**

- 9.01 Property Taxation.**
- 9.02 Tax Limit.**
- 9.03 Balanced Revenue System.**
- 9.04 Annual Review of Rates & Fees.**
- 9.05 Debt.**
- 9.06 Depositories and Investments.**

**ARTICLE X  
ELECTIONS**

- 10.01 Election Procedures.**
- 10.02 Special Elections.**
- 10.03 Initiative, Referendum and Recall.**

**ARTICLE XI  
GENERAL PROVISIONS**

- 11.01 Conflicts of Interest.**
- 11.02 Franchises.**
- 11.03 Violations.**
- 11.04 Definitions.**

**ARTICLE XII  
CHARTER AMENDMENT**

- 12.01 Charter Amendment.**
- 12.02 How Amended.**
- 12.03 Amendment Election.**

**ARTICLE XIII  
TRANSITION AND SEVERABILITY**

- 13.01 Transition.**
- 13.02 Severability.**
- 13.03 Transition of Current Elected Officials.**
- 13.04 Continuity of Laws, Officers and Employees.**

**CHARTER OF THE  
CITY OF LINDSAY, CALIFORNIA  
January 8, 1996**

**Vision Statement:**

The citizens of the City of Lindsay do enact this Charter to form a better City government for all citizens of the City, to provide for the public health, safety, welfare and morals of its residents, property owners and businesses, and to preserve and to enhance the quality of life for ourselves, our families, our neighbors, and our businesses, for now and the future.

**ARTICLE I**

**NAME, BOUNDARIES AND FORM OF  
GOVERNMENT**

**Section 1.01 Name.**

The municipal corporation now existing and known as the City of Lindsay shall remain and continue to exist as a municipal corporation under the name "City of Lindsay", but as a California Constitution Home Rule Charter City.

**Section 1.02 Boundaries.**

The boundaries of the City of Lindsay shall be as now established, and may be changed in the future as provided by law, by this Charter, or by ordinance.

**Section 1.03 Form of Government.**

The organizational form of government under which the City of Lindsay shall operate shall be that which is commonly known as "The Council-Manager Plan".

**ARTICLE II**

**POWERS, DUTIES AND OBLIGATIONS OF  
THE CITY**

**Section 2.01 Powers of the City.**

The City shall have all powers possible for a city to have under the Constitution and laws of the United



States and of the State of California as fully and completely as though those powers were specifically enumerated in this Charter.

**Section 2.02 General Law Powers.**

Nothing in this Charter shall be construed to prevent or restrict the City from exercising any and all rights, powers and privileges heretofore or hereafter granted or prescribed by the General Laws of the State of California. All General Law powers of cities in California are hereby declared to be possessed by the City.

**Section 2.03 Municipal Affairs.**

The City may make and enforce all ordinances and regulations in respect to municipal affairs, subject only to restrictions and limitations provided in this Charter and applicable United States and California Constitution provisions, and decisions of courts with competent jurisdiction. As regards municipal affairs, and all powers granted herein and hereby, this Charter shall supersede all laws inconsistent therewith.

**Section 2.04 Intergovernmental Powers.**

The City may exercise and perform any of its functions and may participate in the financing thereof, jointly or in cooperation, by contract or otherwise, with any one or more states or any agency of the State of California, or any governmental jurisdiction or non-profit corporation thereof, or the United States or any of its agencies.

**Section 2.05 Liberal Interpretation.**

The powers of the City under this Charter shall be construed liberally in favor of the City, and the specific mention of particular powers in the Charter shall not be construed as limiting in any way any of the powers granted by this Charter.

**Section 2.06 Duties and Obligations of the City Council.**

A. Duties. The City Council shall have the power and it shall be the duty, obligation and responsibility of the City Council to develop plans and programs, provide adequate financial and physical re-

sources for, and to implement fully such plans and programs as it finds necessary to accomplish the duties and obligations set out in this Charter, and State and federal law.

B. Balanced Programs. The City Council shall make provision for, budget for, and at all times provide adequate financial resources and physical facilities for and shall have the power to maintain a balanced and full range of quality City services, activities and facilities to provide equitably for the quality of life for all economic, social, ethnic and age groups and geographical areas within the City.

**ARTICLE III**

**MAYOR AND CITY COUNCIL**

**Section 3.01 City Council.**

A. The Council. There shall be a City Council composed of five Councilmembers elected by the voters of the City at large.

B. Eligibility. Only registered voters of the City residing within the corporate boundaries of the City shall be eligible to file for, run for, and to hold the office of Councilmember.

C. Regular Election. The regular election of Councilmembers shall be held on the first Tuesday after the first Monday of November in even numbered years, unless such date is changed by ordinance.

D. Election of Councilmembers. A regular Council election shall be held in November of 1996, at which election three Councilmembers shall be elected. A regular Council election shall be held in November of 1998, at which election two Councilmembers shall be elected.

E. Who Elected. The winner or winners in each election in which the office of Councilmember is to be filled shall be those candidates receiving the highest number of votes, in descending order, until all vacant Councilmember positions are filled.

F. Term. Councilmembers shall serve for four years or until their successor is elected and qualified, except as set out hereinafter in this Charter. The terms of Councilmembers shall begin as soon as pos-

## CHARTER

sible after canvass of the election is certified and each Councilmember elected files all required disclosure or other statements required by law or ordinance.

G. Non-Prohibition. The prohibition referred to in Article III, Section 3.14 A shall not apply to any person who holds the office of Councilmember at the time of the adoption of this Charter.

### **Section 3.02 Judge of Qualifications.**

A. Additional Standards of Conduct. The City Council shall be the judge of the election and qualifications of its members and of the grounds for forfeiture of office. The Council shall have the power to set additional standards of conduct for its members beyond those specified in this Charter or by State law, and may provide for such penalties as it deems appropriate, including forfeiture of office.

B. Exercise of Qualification Powers. To exercise the judge of qualifications powers the Council shall have power to subpoena witnesses, administer oaths and require the production of evidence. A Councilmember charged with conduct constituting grounds for forfeiture of office shall be entitled to a public hearing on demand, and notice of such hearing shall be published in a newspaper of general circulation within the City at least one week in advance of the hearing.

C. Decision Subject to Judicial Review. Decisions made by the Council under this Section shall be subject to judicial review.

### **Section 3.03 Vacancies and Forfeiture of Office.**

A. Vacancies. The office of a Councilmember shall become vacant upon the Councilmember's death, resignation, removal from office or forfeiture of office in any manner prescribed by law or by ordinance.

B. Forfeiture of Office. A Councilmember shall forfeit that office if the Councilmember:

1. Lacks at any time during the term of office for which elected any qualification for the office prescribed by this Charter or by law;

2. Violates any express provision or prohibition of this Charter;

3. Is convicted of a crime involving moral turpitude, or;

4. Fails to attend three consecutive regular meetings of the Council without being excused by the Council.

5. Establishes residence outside the City.

### **Section 3.04 Filling of Council Vacancies.**

A. Vacancy. Should a vacancy in the City Council occur more than 90 days prior to the election at which Councilmembers are to be elected the vacancy shall be filled by majority vote of the remaining members of the City Council by the appointment of a qualified person to fill the remainder of the unexpired term.

B. Filling Vacancy By Regular Election. No appointment shall be made if the vacancy occurs less than 90 days prior to such election, in which case the vacancy shall be filled through the regular election process for the remainder of the unexpired term, if any.

C. Procedure to Fill Vacancy by Appointment. Within 15 working days of the occurrence of the Council vacancy, following a published notification of such vacancy, persons who are eligible for and interested in filling the vacancy shall file a standard application with the City Clerk. On the 16th working day following the creation of the vacancy, the City Clerk shall provide to the remaining Councilmembers the applications of all eligible applicants. Within 30 calendar days of receipt of said applications by the City Council the Council shall make an appointment from among the eligible applicants.

### **Section 3.05 Compensation and Expenses.**

The City Council may determine the annual salary of the Mayor and Councilmembers by ordinance, but no ordinance increasing such salary shall become effective until the date of the commencement of the terms of Councilmembers elected at the next regular election. The Mayor and Councilmembers shall receive their actual and necessary expenses incurred in the performance of their duties of office.

**Section 3.06 Powers and Duties of the City Council.**

A. Powers. All powers of the City shall be vested in the City Council except as otherwise provided by law or this Charter, and the Council shall provide for the exercise thereof and for the performance of all duties and obligations imposed on the City by law and by this Charter.

B. Duties of the City Council. The Council shall make policy for the City and, additionally, shall be responsible to the people of Lindsay for, but not limited to the following duties and responsibilities:

1. Considering ordinances and resolutions and adopting those which it determines to be necessary for the governance, proper administration and adequate financing of the City;
2. Providing oversight of the City Manager and all municipal activities under his/her purview;
3. Carrying out all provisions of this Charter, City ordinances and applicable State and federal laws;
4. Conducting such reviews and taking such actions as may be required for the effective governance and financing of the City;
5. Performing such other duties as may by State law, ordinance or resolution be assigned to the City Council, but in no way conflict with the duties of the City Manager as set out in this Charter or by ordinance.

**Section 3.07 Council Procedure.**

A. Regular Meetings. The Council shall meet regularly at least once in every month at such times and places as the Council may by ordinance prescribe, and may provide for more frequent meetings as it shall determine.

B. Special Meetings. Special meetings of the Council may be held on the call of the Mayor or of three or more members of the City Council.

C. Notice and Agendas for Meetings. Notice of all meetings of the City Council shall be provided and all meeting agendas shall be prepared and all meetings held pursuant to State law and procedures established by the Council by ordinance.

D. Rules and Minutes. The City Council shall determine its own rules and order of business by ordinance.

E. Minute Book. The City Clerk shall keep a minute book of the proceedings of the Council, which book shall be a public record.

F. Voting. Voting on ordinances and resolutions shall be as determined by ordinance. All votes shall be recorded in the minute book. The number of votes required to adopt any issue before the Council shall be as determined by the rules of the Council.

G. Quorum. Three members of the Council shall constitute a quorum, but a smaller number may adjourn from time to time and may compel the attendance of absent members in the manner and subject to the penalties prescribed by the rules of the Council.

**Section 3.08 Actions Requiring an Ordinance.**

A. Acts Required By Ordinance. In addition to other acts required by law or by this Charter to be done by ordinance, those acts of the City Council shall be by ordinance which:

1. Adopt or amend an administrative code or establish, alter or abolish any City department, office, agency, authority or corporation;
2. Levy taxes;
3. Provide for a fine or other penalty or establish a rule or regulation for which a fine or other penalty is imposed;
4. Grant, renew or extend a franchise;
5. Authorize the borrowing of money except as provided elsewhere in this Charter;
6. Convey title to or lease or authorize the conveyance or lease of any lands owned by the City;
7. Regulate land use and development; and,
8. Amend or repeal any ordinance previously adopted.

B. Other Acts. Acts other than those referred to in the preceding Sub-Section may be taken by ordinance, resolution or motion, as determined by the rules of the Council.

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### **Section 3.09 Ordinances in General.**

A. Form. Every proposed ordinance shall be introduced in writing in the final form required for adoption as prescribed in the Council rules, and shall be enacted or repealed in the form: "The City Council of the City of Lindsay does ordain".

B. In Writing. A copy of any proposed ordinance shall be provided to the City Clerk a minimum of three days prior to the meeting at which such ordinance is proposed to be introduced. The City Clerk immediately shall distribute a copy of such proposed ordinance to each Councilmember, the City Manager and City Attorney, and any member of the public who requests such.

C. One Subject. No ordinance shall contain more than one subject, which shall be clearly expressed in its title.

D. Procedure. An ordinance may be introduced by any Councilmember at any regular, special or adjourned meeting of the Council, subject to the time limitations of this Section.

E. Reading and Adoption. An ordinance may be read by title only at the time of its introduction, and must be available to the public in full text in the office of the City Clerk when introduced. The second reading and adoption of the introduced ordinance shall be held at a regular, special or adjourned meeting of the Council, which meeting shall be not less than five calendar days after its introduction. The ordinance may be read by title only at the second reading.

F. Ordinance Effective Date. Except as otherwise provided in this Charter, by State law and by ordinance, every adopted ordinance shall become effective at the expiration of 30 days after adoption, or at any later date specified in the ordinance.

G. Adoption of Standard Codes. The Council may adopt standard codes, compilations and codifications by reference thereto in an adopting ordinance, without specific verbatim publication or codification in the City Code. Such Codes shall be:

1. Adopted by ordinance by the procedure and requirements prescribed for ordinances generally, except that:

a.) The requirement for distribution and filing of copies of the ordinance shall be construed to include copies of the specific standard Code as well as of the adopting ordinance, and;

b.) A copy of each adopted standard Code as well as of the adopting ordinance shall be authenticated and recorded by the City Clerk and maintained as a matter of public record in the office of the City Clerk;

2. Made available by the City Clerk for distribution or for purchase at a reasonable price.

H. Ordinance Publication. The City Clerk shall publish every ordinance adopted by the City Council, in full text or as a brief summary thereof, within 20 days following such adoption, in a newspaper of general circulation in the City or, if there is no newspaper of general circulation in the City, by posting in three established public places.

### **Section 3.10 Emergency Ordinances.**

A. Emergency Defined. To meet a public emergency affecting life, health, property or the public peace, the City Council may adopt one or more emergency ordinances.

B. Manner of Adoption. Emergency ordinances shall be:

1. Introduced in the form and manner prescribed for ordinances generally;

2. Plainly designated as an emergency ordinance, including after the enacting clause a declaration stating that an emergency exists and describing it in clear and specific terms;

3. Introduced with or without the provision of copies three days in advance;

4. Adopted after reading in entirety, with or without amendment, or rejected, at the meeting at which it is introduced;

5. Adopted only by a four fifths affirmative vote of the City Council if the Council consists of five members, three Councilmembers if the Council consists of only four members, and all three members if the Council consists of only three members;

6. Effective upon adoption or at such later time as stated in the ordinance;

7. Published and printed as prescribed for other adopted ordinances;

C. Manner of Repeal. Emergency ordinances automatically shall be repealed as of the 61st day following the date on which it was adopted, but such automatic repeal shall not prevent reenactment of the ordinance in the manner specified in this Charter if the emergency still exists, or:

1. Repealed or replaced by adoption of another ordinance in the manner specified in this Charter; or

2. Repealed by adoption of a repealing ordinance in the same manner specified in this Section for adoption of emergency ordinances.

**Section 3.11 Ordinance Authentication, Recording and Codes.**

A. Recordation. The City Clerk shall authenticate by signing and shall record in full in properly indexed books kept for the purpose, each ordinance and resolution adopted by the City Council.

B. Codification. Within three years after adoption of this Charter, and at least every ten years thereafter, the City Council shall provide for and the City Clerk shall prepare or have prepared a general codification of all City Ordinances having the force and effect of law.

C. Codification Adoption. The general codification shall be adopted by the Council by ordinance and shall be reproduced promptly in bound or loose-leaf form, together with this Charter and any amendments thereto, and such Codes adopted by reference and such other rules, regulations and resolutions of the City as the Council may specify.

D. Code Name and Availability. The codification shall be cited officially as the Lindsay City Code. Copies of the Code shall be furnished to City officers, placed in libraries and public offices for free public reference, and made available for purchase at a reasonable price as fixed by the City Council.

E. Reproduction of Ordinances. The City Clerk shall cause each ordinance and each amendment to this Charter to be reproduced promptly following its adoption, and such ordinances and charter amendments shall be distributed or sold to the public at reasonable prices as fixed by the City Council.

F. Reproduction of Code. Following reproduction and distribution of the first Lindsay City Code, and at all times thereafter, the ordinances and Charter shall be reproduced in substantially the same style as the Code currently in effect, and shall be suitable in form for integration therein.

G. Distribution. The Council shall make such arrangements as it deems desirable with respect to reproduction and distribution of any current changes in or additions to the provisions of the City standard codes adopted by reference.

**Section 3.12 Mayor.**

A. Office of Mayor. The office of Mayor is hereby created. The City Council shall elect from among its members a Mayor who shall serve at the pleasure of the City Council.

B. Duties of Mayor. The duties of the Mayor shall be assigned by the Council by ordinance, which shall include but not be limited to the duties listed in this Sub-Section:

1. Preside at meetings of the City Council;

2. Represent the City in intergovernmental relationships;

3. Be recognized as the head of the City government for all ceremonial purposes and by the Governor for purposes of military law;

C. No Administrative Duties. The Mayor shall have no administrative duties.

D. Process of Selection. The process for the selection of Mayor and Mayor Pro Tem shall be included in and as set out in the rules of the Council.

**Section 3.13 Mayor Pro Tem.**

The office of Mayor Pro Tem is hereby created. The City Council shall elect from among its members a Mayor Pro Tem who shall serve at the pleasure of the City Council. The Mayor Pro Tem shall act as Mayor during the Mayor's absence or disability.

**Section 3.14 Prohibitions on City Council.**

A. Future City Employment. No former Councilmember shall hold any compensated appointive office or employment with the City of Lindsay until

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four years after the expiration of the term for which the Councilmember was elected to the Council.

B. Exception. Nothing in this Section shall be construed to prohibit the Council from selecting any current or former Councilmember to represent the City on the governing board of any regional or other intergovernmental agency.

C. Employee Appointments and Removals. Neither the City Council nor any of its members shall in any manner control or influence the appointment or removal of any City department head or employee whom the City Manager or any subordinate of the City Manager is empowered to appoint.

D. Expression of Views. Nothing in this Section shall be construed to limit the ability of the City Council or of Councilmembers to express its and their views and fully and freely discuss with the City Manager anything pertaining to appointment and removal of City department heads and employees.

E. Interference with Administration. The Council and Councilmembers shall deal with City department heads and employees who are subject to the direction and supervision of the City Manager solely through the City Manager, and neither the Council nor any Councilmember shall give orders to any such department head or employee, either publicly or privately.

### **Section 3.15 Independent Audit.**

A. Order of Audit. The City Council shall provide for an annual independent audit of all City accounts and may provide for more frequent audits as it deems necessary.

B. Restrictions. Such audits shall be made by a certified public accountant or firm of such accountants who have no personal interest, direct or indirect, in the fiscal affairs of the City government or any of its officers. The person or firm selected by the City Council shall be experienced in the audit of California city governments.

C. Designation of Audit Firm. The City Council may, without requiring competitive bids, designate such accountants or firm to conduct the audit annually or for a period not exceeding three years, but the designation for any particular fiscal year shall be

made not later than 30 days prior to the close of the fiscal year to be audited.

## ARTICLE IV

### CITY MANAGER

#### **Section 4.01 City Manager Appointment.**

A. Office of City Manager. The office of City Manager is hereby created. The City Council by majority vote shall appoint a City Manager through the mechanism of an employment agreement.

B. Qualifications. The City Manager shall be selected and appointed solely on the basis of executive and administrative qualifications.

C. Requirements. The City Manager:

1. Shall serve at the pleasure of the City Council;

2. Shall be the chief executive and administrative officer of the City, all its agencies, authorities and corporations;

3. Shall be paid such salary, receive such benefits and have such expenses paid by the City on his/her behalf as are commensurate with and necessary to execute the responsibilities of the position and as shall be fixed by the Council;

D. Restrictions on Employment Agreement. The City Manager employment agreement shall set out the terms and conditions of employment, pay, benefits, goals and objectives, a requirement for periodic and regular performance evaluations, obligations, and termination compensation. The agreement shall be for an indefinite term, and shall be a public record.

E. Reduction of Salary and Benefits. The salary and benefits of the City Manager shall not be reduced by the City Council at any time unless the salaries and benefits of all City employees are reduced in the same percentage as proposed for the City Manager.

#### **Section 4.02 Acting City Manager.**

By letter filed with the City Clerk, the City Manager shall designate a City department head or employee to exercise the powers and perform the duties of City Manager on those occasions the City Manager will be absent from the City for longer than 48

hours. The City Council shall designate an Acting City Manager in the event of the disability of the City Manager or at the request of the City Manager.

**Section 4.03 Powers and Duties of City Manager.**

A. Chief Executive Officer. The City Manager shall be responsible to the City Council for the administration of all City affairs placed in the City Manager’s charge by ordinance or this Charter.

B. Duties By Ordinance. The duties of the City Manager shall be established by ordinance, which duties shall include but not be limited to the duties assigned by this Charter.

C. Charter Duties. The City Manager shall:

1. Appoint, remove and discipline all employees of the City pursuant to requirements set out in this Charter and an ordinance establishing a merit system of appointment and employment;

2. Delegate the appointment, removal and discipline of subordinate employees to the department heads to which those employees are assigned, but shall approve, modify or disapprove all recommendations for appointment, removal and disciplinary actions taken against employees by department heads, pursuant to the terms of this Charter and the City Personnel Ordinance;

3. Direct and supervise the administration of all departments, offices, agencies, authorities, corporations, utilities and enterprises of the City;

4. Attend all City Council meetings, both public and closed, at which the City Manager shall have the right to take part in discussion but shall have no vote but, absent a directive to the contrary, the City Manager shall not be entitled to attend any closed session of the Council when suspension, dismissal or any disciplinary action against the City Manager is discussed;

5. Prepare annually, submit and administer the budget, capital improvement plan and other plans and programs of the City as required by and set out in this Charter or by ordinance;

6. Keep the Council informed of the financial condition, current and future needs of the City, and make recommendations to the Council concerning

the affairs of the City as he/she shall deem necessary or desirable;

7. Provide for enforcement and faithful execution of all laws, regulations and rules of the City, all Charter provisions, all acts of the Council, and administration of all contracts to which the City is a party;

8. Submit to the City Council and make available to the public for an appropriate fee, a complete report on the finances and administrative activities of the City and of all its agencies, authorities and corporations, utilities and enterprises as of the end of each fiscal year;

9. Make such other reports as the City Council may require concerning the needs and operations of all City departments, offices, agencies, authorities, corporations, utilities and enterprises;

10. Provide staff support to the Mayor and Councilmembers;

11. Coordinate, cooperate with, and oversee and supervise the work of the City Clerk and City Attorney;

12. Engage in no incompatible business, occupation or activity;

13. Receive notice of all meetings of the City Council and all City boards, committees, commissions, agencies, authorities, corporations, utilities and enterprises;

14. Be entitled to participate in the deliberations of any City board, committee, commission, agency, authority and corporation, but shall have no vote therein; and,

15. Perform such other duties consistent with this Charter as may be required by the City Council by ordinance, resolution, minute order or contract.

**ARTICLE V**

**CITY CLERK**

**Section 5.01 Office of City Clerk.**

The office of City Clerk is hereby created. The City Manager shall recommend the person to be appointed and the Council shall appoint and, if neces-

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sary, may remove the City Clerk. The City Clerk may be either full or part time.

**Section 5.02 Duties of City Clerk.**

A. Duties. The duties of the City Clerk shall be established by ordinance, which duties shall include but not be limited to the duties assigned by this Charter.

B. Charter Duties. The City Clerk shall:

1. Act as Clerk to the City Council and all other City agencies, authorities and corporations;
2. Maintain the minute book, book of ordinances, book of resolutions, and all other documents and records of the City Council;
3. Conduct, supervise the conduct of, or oversee the contract conduct of all City elections;
4. Maintain the integrity of and provide for public access to, safety of, and inspection of all City public records;
5. Perform and fulfill all duties assigned to the City Clerk by this Charter;
6. Cooperate with and coordinate the work of the City Clerk with that of the City Manager, all City department heads, and the City Attorney; and,
7. Perform such other duties consistent with this Charter as may be required by the City Council by ordinance, resolution or motion; and,
8. May be designated as a department head, at the discretion of the City Manager.

C. Statutory Duties. Perform all duties required of a City Clerk by State law.

**ARTICLE VI**

**CITY ATTORNEY**

**Section 6.01 Office of City Attorney.**

The office of City Attorney is hereby created. The City Council shall appoint and, if necessary, may remove the City Attorney. The City Attorney may be either full or part time, or retained under contract.

**Section 6.02 Duties of City Attorney.**

A. Duties. The duties of the City Attorney shall be established by ordinance, which duties shall in-

clude but not be limited to the duties assigned by this Charter.

B. Charter Duties. The City Attorney shall be the chief legal officer of the City, whose duties shall include but not be limited to:

1. Advising the City Council, individual Councilmembers, the City Manager and his/her assistants, and department heads regarding the law relating to City matters, provided, however, that the City Attorney shall not be required to advise any of these officials concerning his/her liabilities relating to personal conflicts of interest;
2. Representing the City in legal proceedings;
3. Preparing, or reviewing and approving as to form, all ordinances, contracts and other needed City legal documents;
4. Select and retain specialist counsel when there is a need for such specialized legal services, subject to approval of the City Council;
5. Cooperate with and coordinate the work of the City Attorney with that of the City Manager, all City department heads, and the City Clerk;
6. Perform all duties required of a City Attorney by State law; and,
7. Perform such other duties consistent with this Charter as may be required by the City Council by ordinance, resolution, minute order or contract.

**Section 6.03 Special Counsel.**

The City Council may retain special counsel when representation by the City Attorney would create an impermissible conflict.

**ARTICLE VII**

**DEPARTMENTS, AGENCIES AND EMPLOYEES**

**Section 7.01 Departments.**

A. Creation of Departments. The City Manager shall recommend and the City Council shall by ordinance create, reorganize and abolish City departments, divisions, offices, agencies, authorities and corporations as necessary for the effective manage-



ment of the City, in addition to those created by this Charter.

B. Functions. The functions of all City departments, divisions, offices, agencies, authorities and corporations shall be determined and assigned by ordinance.

C. Prohibition on Revision. No function assigned by this Charter to a particular department or office may be discontinued or, unless this Charter specifically so provides, assigned to any other.

D. Direction. All departments, offices, agencies, authorities and corporations of the City government shall be under the direction and supervision of the City Manager.

E. City Manager as Department Head. With consent of the Council, the City Manager may serve as the head of one or more such departments, offices, agencies, authorities or corporations, or may appoint one person as the head of two or more departments.

**Section 7.02 Department Heads.**

A. Appointment. The City Manager shall appoint a department head for each department, which person shall be qualified in the field of expertise encompassed within the assigned department.

B. Removal. All department heads shall serve at the pleasure of the City Manager and be subject to his/her direction and supervision.

C. Requirements. All department heads shall be City employees for the purposes of powers and duties, and be provided employment agreements by the City Manager setting out the terms and conditions of employment, pay, benefits, goals and objectives, a requirement for periodic and regular performance evaluations, obligations, and termination. Such agreements shall not exceed four years and shall be a public record.

D. Restrictions. No department head may engage in any incompatible business, occupation or activity.

**Section 7.03 Personnel System.**

A. By Ordinance. The City Council shall adopt a City Personnel Ordinance providing for the establishment, regulation and maintenance of a personnel

system governing those City human resource policies and procedures available to the City Manager or his/her designee for the effective administration of the employees of the City.

B. Merit System. In making appointments and promotions of City employees the appointing authority shall be guided by the requirements set out in the City Personnel Ordinance.

C. Personnel System Components. The City Personnel Ordinance shall include, but not be limited to the following:

1. An integrated classification and pay plan, force reduction procedures, working conditions, discipline and dismissal, in-service training, grievances, relationships with employee organizations, regular and periodic employee performance evaluations, and incentive plans; and,

2. Open, publicly posted and competitive employee selection processes utilizing, where and when feasible, validated examinations at entry level and objective evaluative processes for all other classifications; and,

3. Such other personnel and human resource management provisions as shall be deemed to be necessary, adopted by resolution.

D. Fair Employment Practices. The City personnel system shall in all manner and respects comply fully with all federal and State laws governing fair employment practices and prohibiting discrimination in all forms.

**Section 7.04 Boards, Commissions and Committees.**

A. How Created. The City Council by ordinance or resolution may create, modify, combine and abolish such boards, commissions and committees as it shall determine.

B. Appointments. Boards, commissions and committees established by ordinance shall consist of members nominated by the Mayor and approved by the Council. Boards, commissions and committees established by resolution shall be appointed by the Mayor from nominees presented to him/her by the Council.

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C. Powers and Duties. The ordinance shall prescribe their powers and duties, determine the number and qualifications of the members, their method of selection, term of office and removal, and fix their compensation, if any.

D. Limitation. All boards, commissions and committees only shall be advisory to the City Council, and may not exercise any administrative or management powers.

**ARTICLE VIII**

**FINANCIAL PROCEDURES**

**Section 8.01 Financial Systems.**

A. By Ordinance. The City Council by ordinance shall provide for, assure implementation of, and enforce an integrated budgeting and financial management system for the City which shall include, but not be limited to the following:

B. Financing the Budget. The provision in the annual budget of information for each fund, agency, authority and corporation, indicating that for any fund the total of proposed expenditures shall not exceed the total of estimated income plus carried forward fund balance, plus the use of appropriated reserves;

C. Fiscal Year. The establishment of the time span of a fiscal year; and,

D. Other Matters. Such other matters as determined as necessary and appropriate to secure the financial, service and administrative goals of the City, expressed in financial terms as recommended by the City Manager and as set out in this Charter.

**Section 8.02 Submission of Budget and Budget Message.**

A. Budget Calendar. On or before the first day of the last month of each fiscal year the City Manager shall submit to the City Council a budget for the ensuing fiscal year, and an accompanying message.

B. Budget Message. The City Manager’s budget message shall explain the budget both in fiscal terms and in terms of the work program. Additionally, it shall:

1. Outline the proposed financial policies of the City for the ensuing fiscal year;
2. Describe the important features of the budget;
3. Indicate any major changes from the current year in financial policies, expenditures and revenues, together with the reasons for such changes;
4. Summarize the City’s debt position; and,
5. Include such other material as the City Manager deems desirable.

**Section 8.03 Annual Budget.**

A. Contents. The annual budget presented by the City Manager shall contain but not be restricted to the following:

B. Comprehensive Financial Plan. A complete financial plan for all City funds, offices, departments, agencies, authorities, corporations, utilities, enterprises and activities for the ensuing fiscal year;

C. Summaries. Summaries and totals adequate to provide a comprehensive and consolidated view of the City’s financial condition;

D. Contents of Budget. Sections of the budget shall provide for and contain:

1. The goals and objectives proposed to be achieved by appropriations during the ensuing fiscal year, detailed for each fund by organization unit, program, purpose or activity, and the method of financing such proposed appropriations;
2. Comparative amounts for actual and estimated revenues and expenditures for the current fiscal year and actual revenues and expenditures for the preceding fiscal year;
3. Proposed capital expenditures during the ensuing fiscal year and the proposed method of financing of each such capital expenditure; and,
4. Anticipated revenues, expenses, balances and reserves, and the purpose of said reserve, for each City fund, including all utility, enterprise, reserve, and internal service funds, and for each City agency, authority, corporation, utility and enterprise.

**Section 8.04 City Council Review of Budget.**

A. City Council. Immediately on receiving the recommended budget from the City Manager the City Council shall:

B. Consideration. At either regular or special meetings receive, study and consider the City Manager’s recommended budget and budget message;

C. Notice and Hearing. Cause to be published in a newspaper of general circulation or, if no such newspaper exists, to post in three established public places in the City the general summary of the budget as presented by the City Manager, and a notice stating:

1. The places and times where copies of the budget and message are available for inspection by the public; and,

2. The time and place, not less than five days after such publication, for a public hearing on the budget;

D. Amendments. Amend the recommended budget as the Council shall see fit, except that no revisions shall be made contrary to the provisions of this Charter;

E. Prohibited Amendments. Amend the budget to add to or increase programs or amounts or to delete or decrease any programs or amounts, except expenditures required by law or for debt service, but no amendment to the budget shall increase the authorized expenditures for any fund to an amount greater than total estimated income and carried forward fund balances, plus appropriated reserves.

**Section 8.05 Adoption of Budget.**

The City Council shall adopt the budget on or before the last day of the last month of the fiscal year currently ending. If the Council fails to adopt the budget by the date prescribed in this Charter then the budget as recommended by the City Manager shall go into effect.

**Section 8.06 Budget Amendments After Adoption.**

A. Amount of Budget. If during the fiscal year the City Manager certifies in writing to the City Council that there are available for appropriation

revenues in excess of those contained in the adopted budget, the City Council may make supplemental appropriations for the year up to the amount of the excess.

B. Emergency Appropriations. To meet a public emergency affecting life, health, property or the public peace, the City Council may make emergency appropriations. Any such emergency appropriation shall be made by resolution stating the exact nature of the emergency.

C. Reduction of Appropriations. If at any time during the fiscal year it appears probable to the City Manager that the revenues or fund balances available and anticipated by the adopted budget will be insufficient to finance the expenditures for which appropriations have been made, the City Manager shall:

1. Report such a condition in writing to the City Council without delay, indicating the estimated amount of the deficit;

2. Report any remedial action taken by the City Manager; and,

3. Make recommendations to the City Council for further actions to be taken.

D. Prevention of Deficit. The City Council shall take such actions as it determines necessary to prevent any budget deficit and, for that purpose it may reduce one or more appropriations to assure that a budget deficit is prevented.

E. Budgetary Transfers. The City Manager may transfer monies between departments, divisions, programs and accounts within funds and departments, but within dollar or percentage of fund limits set by the Council annually as a part of the budget, but only the Council by resolution may transfer monies between funds and from unappropriated or fund balances or reserves to any fund or appropriations account. All budgetary transfers made by the City Manager shall be reported in writing quarterly to the City Council.

**Section 8.07 Overexpenditures Prohibited.**

A. Total of Budget. The total of proposed expenditures shall not exceed the total of estimated revenues plus carried forward fund balance and appropriated reserves, for any fund.

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B. **Payment Restrictions.** No payment shall be made or obligation incurred against any appropriation except in accordance with appropriations duly made by the Council and unless the City Manager or his/her designee first certifies that there is a sufficient unencumbered balance in such appropriation and that sufficient monies therefrom are or will be available to cover the claim or meet the obligation when it becomes due and payable.

C. **Illegal Payment.** Any authorization of payment or incurring of obligation in violation of the provisions of this Charter shall be void and any payment so made illegal.

D. **Securities Exception.** Nothing in this Charter shall be construed to prevent the making or authorizing of payments or making of contracts for capital improvements to be financed wholly or in part by the issuance of municipal securities, or to prevent the making of any contract or lease providing for payments beyond the end of the fiscal year provided such contract or lease is not explicitly prohibited by the provisions of the California Constitution.

E. **Constitutional Limitation.** The status of the City budget and finances shall in all respects at all times be in compliance with California Constitution Article XVI, Section 18.

### **Section 8.08 Lapse of Appropriations.**

A. **When Lapse.** Every appropriation, except as provided for herein, shall lapse at the end of the fiscal year to the extent that it has not been expended or encumbered.

B. **Capital Outlay Appropriations.** All appropriations for capital outlay items shall continue in force until expended, revised or repealed. The purpose of any such capital outlay appropriation shall be deemed abandoned after three years pass without disbursement from or encumbrance against the appropriation.

C. **Other Exemptions.** Appropriations involving trust and agency accounts and reserves shall not lapse until specifically provided either by the annual budget or separate resolution.

### **Section 8.09 Capital Program and Budget.**

A. **Five Year Program.** The City Manager annually shall prepare and submit to the City Council a five year Capital Program, which Program shall be submitted as a separate part of but be considered by the Council concurrent with the Annual Budget.

B. **Program Contents.** The Capital Program shall include but not be limited to the following:

1. A general summary of its contents;
2. A list of all capital improvements and other capital expenditures which are proposed to be undertaken during the five fiscal years next ensuing, with appropriate supporting information as to the necessity for each improvement or proposed expenditure;
3. Cost estimates and recommended time schedules for each improvement or other capital expenditure;
4. Method of financing for each improvement or other capital expenditure; and,
5. The estimated annual cost of operating and maintaining the facilities or equipment to be constructed or acquired.

C. **Capital Program Adoption.** The Capital Program shall be a part of and adopted as part of the Annual Budget.

### **Section 8.10 Public Documents.**

Copies of the annual budget and message, the annual audit, the annual financial report if it be a separate document, and all appropriate summarizing documents shall be filed with the City Clerk as permanent public records, and shall be made available to the public for inspection and review.

### **Section 8.11 Purchasing and Contracting.**

A. **By Ordinance.** The Council by ordinance shall provide for a purchasing and contracting system assuring a maximum of competition for the lowest price consistent with a stated level of quality.

B. **The Basic System.** The Purchasing and Contracting Ordinance shall provide for and comply with all provisions of this Section and of this Charter, but not be limited to:

1. Control of the system by the City Manager, who shall be empowered to make purchases and to

award contracts for amounts of \$25,000 or less, annually adjusted in amount as set out herein;

2. Delegation of responsibility by the City Manager to any appointed subordinate;

3. A requirement that should contracts or purchases in amount of \$25,000 or less be awarded to any one vendor or contractor cumulatively totalling \$75,000 in any three year period then, in that event, the competitive process set out herein shall be followed prior to the award of subsequent contracts to such vendor or contractor, should such process otherwise be required;

4. An informal bid solicitation process for purchases and contracts in amount between \$25,001 and \$74,999, which amounts shall be adjusted annually in amount as set out herein;

5. The acquisition of the services of professional service providers in such a manner that specialized abilities and knowledge shall be considered in addition to quality and price and, if appropriate as determined by the City Manager, without the competitive processes set out herein;

6. Additional procedures and requirements to fulfill the provisions of this Section and this Charter; and,

7. Such other matters as shall be determined to be required by the City Council.

C. Award of Contracts and Purchases. Award of contracts and purchases shall be made to the lowest responsible bidder or vendor meeting specifications, except as provided herein and in the Purchasing and Contracting Ordinance.

D. Sealed Competitive Bids. Sealed bids for competitive purchases involving the expenditure of \$75,000 or more shall be secured, but this amount and all dollar amounts set out in this Section shall be revised by the Council annually as part of the annual budget by a revision factor determined by utilizing published reliable indicators or indices of price changes.

E. Waiver of Bids. Waiver of competitive bidding for purchase of non-competitive items and contracting for services is permitted in emergencies, for copyrighted and patented items and services, and for professional or specialized services for which a writ-

ten finding is filed with the City Clerk regarding the reason for such non-competitive, emergency or sole source acquisition.

F. Prohibitions. Splitting contracts or purchases to avoid dollar limits is prohibited.

G. Rejections. The City Council may reject any and all bids for any good or service.

H. Bid Bonds. A bid bond or cashiers check shall be required for all sealed bids.

I. Public Notification. The City Manager shall cause full public notification of all calls for sealed bids by providing ten days notice through publications appropriate to the subject of the call for bids.

J. Public Works Determination. The Purchasing and Contracting Ordinance shall set out a procedure for determination of which public works or improvement projects are to be performed by City forces and which are to be let to contract.

K. Bidding and Wages. The City Council may by ordinance or resolution adopt prevailing wage, geographic boundaries and other guidelines and restrictions, including local bidding preference, governing public works and other City contracts.

**Section 8.12 Miscellaneous Fiscal Procedures.**

A. By Ordinance. The City Council by ordinance shall provide for the following, and other appropriate and necessary fiscal and financial procedures, which procedures shall comply with State law unless the ordinance specifies otherwise:

B. Petty Cash. The creation, administration and control of petty cash accounts;

C. Claims and Demands. The receipt and disposition of claims and demands against the City;

D. Warrants and Checks. Issuance and redemption of warrants, if any, and checks drawn on the City treasury, and;

E. Actions. Legal actions against the City.

**ARTICLE IX**

**TAXATION, REVENUES AND DEBT**

**Section 9.01 Property Taxation.**

A. Council Shall Not Levy. The City Council shall not levy an ad valorem property tax for general municipal purposes in excess of the maximum rate applicable to the City on the effective date of this Charter, provided, however, that an ad valorem property tax in excess thereof may be levied if authorized by the California Constitution, State law or this Charter.

B. Separate Taxing Areas. The City Council may establish by ordinance separate taxing areas within the City for the levy of a tax in excess of any rate, if authorized by the California Constitution or State law by the affirmative vote of the requisite number of voters within the area voting on a proposition to impose or to increase such levy.

C. Ad Valorem Levies. The City Council may seek and the voters of the City may vote on a proposition to authorize or to increase ad valorem taxes provided such vote and such tax comply with all provisions of the California Constitution, State law or this Charter.

D. Procedure for Assessment. The procedure and authority for the assessment, levy and collection of taxes and assessments may be prescribed by ordinance and, in the absence of such an ordinance, the procedure and authority applicable thereto shall be that prescribed by State law.

**Section 9.02 Tax Limit.**

A. Vote Required. No City tax shall be imposed or increased in rate by the City Council without an affirming vote of a majority of the voters, except as provided in this Section.

B. Adjustments to Tax Limit. The City Council shall have the authority to impose and to increase taxes without the affirming vote set out herein to raise revenues to the level that City revenues existed in fiscal year 1988-1989 but which, during or subsequent to such year, were removed from the City by action of the State or federal governments; provided,

however, that should the State or federal governments reinstate such previous City revenues, then, to the extent of the reinstatement, City taxes shall be reduced.

C. Adjustment for Mandates. No affirming vote as set out herein shall be required for any tax increase in amount sufficient to meet the official estimate of cost for any State or federal mandate for which no State or federal revenue or grant has been provided, for which neither of a fee nor charge may be collected in amount adequate to meet the financial requirements of the mandate.

D. Adjustment for Inflation and Deflation. For computational purposes of this Section, tax rates and revenue amounts shall be adjusted annually, starting with fiscal year 1988-1989, by the California Constitution Article XIII B and Proposition 111 annual percentage increase in appropriation limitation applicable to the City.

**Section 9.03 Balanced Revenue System.**

The City Council shall maintain a revenue structure adequate to meet City financial requirements for execution of the balanced programs determined by the City Council necessary to carry out the duties, obligations and mandates of this Charter, which revenue structure shall be balanced equitably between taxes, fees, utility and enterprise charges, and assessments insofar as the City Council is legally permitted, and comply with the judicially-determined requirements, definitions and intent of California Constitution Articles XIII A and B.

**Section 9.04 Annual Review of Rates & Fees.**

A. Annual Review of Costs. Annually and concurrently with, or at such time prior to the presentation of the annual budget as he/she shall determine, the City Manager each year shall present a report to the City Council containing a comprehensive review of the costs of all City services, utilities and enterprises.

B. Consideration of Report. As part of the annual budget consideration, the City Council shall set such fees and rates as it shall determine appropriate to recover the costs reasonably borne necessary to

provide each such service, utility and enterprise provided by the City, pursuant to the provisions of Article XIII B of the California Constitution.

C. Failure to Act. If the Council shall fail to act as required in this Section, then such rates as are required to comply with this Section shall go into effect automatically at such time as is designated in the annual report of costs of services, utilities and enterprises for each individual service, utility and enterprise.

D. Repeal by Council. Prior to the adoption of the annual budget the Council may by resolution specifically repeal any such automatic fee, rate or charge increases or decreases as would be caused by its inaction, provided, however, that such resolution shall contain adequate reasoning and justification for such repeal as is necessary to explain why such City service costs reasonably borne are not being met in full or are producing excess revenues over costs reasonably borne.

**Section 9.05 Debt.**

A. By Ordinance. The City by ordinance may issue all manner of securities and incur all manner of indebtedness.

B. General Obligation Debt Limit. Indebtedness of the City as evidenced by issued general obligation bonds shall at no time exceed ten percent of the assessed valuation of all property taxable by the City.

**Section 9.06 Depositories and Investments.**

A. By Ordinance. The City Manager shall recommend and the City Council shall provide by ordinance for the receipt and accounting of all revenues, monies and assets received by the City or any of its agencies, authorities, corporations, utilities and enterprises, from any and all sources.

B. Written Investment Policy. The City Manager shall recommend and the City Council by resolution shall adopt a policy to govern the investment of all City monies, which policy shall include but not be limited to the following:

1. Provision for the investment of all monies in such a manner as to assure the preservation and safety of principal and the integrity of record keeping;

- 2. Types of allowable investments;
- 3. Safekeeping of securities.

C. Compliance With State Law. The investment of City monies at all times shall be in compliance with all provisions of State law governing the receipt, processing, deposit, accounting, security and reporting of public monies. The City investment policy may be more conservative or restrictive than State law, but in no manner shall the investment policy be less restrictive.

D. Custody of Monies. The Financial Custody and Investment Ordinance shall establish the City department which shall have custody of all City monies and investments, which department shall deposit all monies and investments in such depository or depositories as may be designated by resolution of the Council or, if no such resolution be adopted, then in such depository or depositories as may be designated in writing by the City Manager.

E. Security of Deposits. The Ordinance, resolution and depository system shall provide for the regular deposit of City monies and appropriate safeguards and systems to assure a minimum of risk, maximum safety, and a high level of collateralized or federally-insured security, without exception, for such City monies and securities held by any depository, agent or agency.

F. Audit. A review of the City investment policy, procedures and security shall be made as a part of the annual audit, and the contracted audit firm shall make appropriate observations and recommendations to the City Council.

**ARTICLE X**

**ELECTIONS**

**Section 10.01 Election Procedures.**

Unless otherwise provided by ordinance, all elections shall be held in accordance with the provisions of the California Elections Code for the holding of municipal elections, so far as the same are not in conflict with this Charter.

## CHARTER

### **Section 10.02 Special Elections.**

The City Council may call special elections for such purposes as the Council may prescribe. A special election may be held on any date specified by the Council.

### **Section 10.03 Initiative, Referendum and Recall.**

The electors of the City reserve to themselves the powers of initiative and referendum and the recall of elective officers, to be exercised in the manner prescribed by the California Constitution and State law.

## ARTICLE XI

### GENERAL PROVISIONS

#### **Section 11.01 Conflicts of Interest.**

A. Prohibition. The use of public office or employment for private gain is prohibited.

B. Implementation. The Council shall implement this Section by ordinance adopting and assuring compliance with the laws of the State of California and the common law principles regarding such conflicts, which ordinance also shall prohibit, but not be limited to prohibiting those activities set out in this Section.

C. Appearances For Influence. Appearances by or statements made to, or influence exercised by City officials or employees to, before or to any City officer, department or employee, or any City agency, authority or corporation on behalf of private interests are prohibited.

D. Compensated Influence. A former Councilmember or City officer or employee may not be compensated in any way for attempting to influence any action of the Council or City for two years after the end of service on the Council or with the City.

E. Application and Interpretation. In interpreting this Section the general common law conflict of interest rule shall be applied, which rule strictly requires public officers and employees to avoid placing themselves in a position in which personal interest may come into conflict with their duty to the public.

F. Violations. In addition to any fines or other punishments for violations of conflict of interest ordinance provisions or regulations issued thereunder promulgated under this Section or State law, any person convicted of a violation of this Section, or of any equivalent State law or regulation, shall be ineligible for a period of five years following such conviction to hold any City office or employment and, if currently holding office or employment, shall be deemed to have automatically forfeited his or her office or position of employment.

#### **Section 11.02 Franchises.**

A. Granting of Franchise. The City Council may grant a franchise to any person, partnership, corporation or other legal entity capable of exercising the privilege conferred, whether operating under an existing franchise or not, and may prescribe the terms, conditions and limitations of such grant, including the compensation to be paid to the City for such franchise grant.

B. Franchise Ordinance. The Council may prescribe by ordinance the method and procedure for granting franchises, together with additional terms and conditions for making such grants.

C. Franchise Procedure. No person, partnership, corporation or other legal entity shall furnish the City or its inhabitants or properties lying within the City limits, or any portion of the City, with any service which uses any portion of the public streets, ways, easements, alleys, rights-of-way or places in the City as the same may now exist or may hereafter exist, for any purpose, without a City franchise secured under the procedures set out hereunder, except insofar as he/she or it may be entitled to do so by direct authority of the California Constitution, the Constitution or laws of the United States, or final decisions of courts of competent jurisdiction.

D. Limit. Nothing in this Section shall be construed to limit the ability of the City to seek, to accept and to grant easements for specific purposes over specific parcels of public property for limited purposes.

E. Franchise Term. The term of the franchise shall be determined by the City Council by ordi-



nance. All franchises shall include a provision which reserves to the City the right to take over at any time the works, plant and property constructed under the franchise grant at their depreciated physical valuation and without compensation for franchise or goodwill.

F. Acquisition. No franchise shall in any way or to any extent impair or affect the right of the City to acquire the property of the possessor thereof by purchase or exercise of the power of eminent domain, and nothing therein shall be construed to contract away or to modify or abridge, either for a term or for perpetuity, the City’s right of eminent domain with respect to the property of the possessor of any franchise.

G. Franchise Condition. Every franchise granted by the City is granted upon the condition, whether expressed in the grant or not, that such franchise shall not be given any value before any court or other public authority or agency, in any administrative or judicial proceeding, in excess of any amount actually paid by the grantee to the City at the time of the franchise grant.

H. Resolution of Intent. Before granting any franchise the City Council shall adopt a resolution declaring its intention to do so, stating the name of the proposed grantee, the character of the proposed franchise, and the terms and conditions upon which it is proposed to be granted. Such resolution shall fix the day, hour and place when and where any person having an interest in or objecting to the granting of such franchise may appear before the Council to be heard thereon. Said resolution shall be published at least once, not less than ten days prior to said hearing, in a newspaper of general circulation in the City or, if there is no newspaper of general circulation in the City, by posting in three established public places.

I. Franchise Adoption. After hearing all persons desiring to be heard, the Council may deny or, by ordinance may grant the franchise on the terms and conditions specified in the resolution.

**Section 11.03 Violations.**

A. Misdemeanor. A violation of any ordinance of the City shall constitute a misdemeanor unless, by ordinance, it is made an infraction.

B. Maximum Fine. The maximum fine or penalty for a misdemeanor or infraction shall be the same as established by the general laws, unless a contrary intention is expressed in the City ordinance.

C. Enforcement. Violations of City ordinances or of provisions of this Charter may be prosecuted in the name of the People of the State of California or redressed by civil action.

D. Charter Compliance. Compliance with any mandated duty prescribed in this Charter may be had through civil action or, if appropriate, criminal proceedings.

E. Violation of Charter. Notwithstanding the criminal penalties provided for above, a Councilmember shall forfeit office pursuant to this Charter if a court of law has found that the Councilmember has violated this Charter or any provision thereof, or willfully has failed to carry out any provision of this Charter.

**Section 11.04 Definitions.**

Unless the provisions or the context otherwise requires, as used in this Charter:

A. “Shall” is mandatory and “may” is permissive;

B. “City” is the City of Lindsay and “department”, “commission”, “agency”, “committee”, “board”, “authority”, “corporation”, “division”, “program”, “utility”, “enterprise”, “non-profit corporation”, “officer”, or “employee” is a department, commission, agency, committee, board, authority, corporation, division, program, utility, enterprise, non-profit corporation, officer, or employee, as the case may be, of the City of Lindsay;

C. “Council” is the City Council of the City of Lindsay;

D. “Councilmember” is a member of the City Council of the City of Lindsay;

E. “Law” includes ordinance;

F. “State” is the State of California;

G. “Federal” is the government of the United States of America;

H. “Voter” shall be as defined by State law;

I. “He/she”, “his/her”, “he” and “she” shall be interchangeable without regard to gender; and,

## CHARTER

J. “Ad Valorem” shall mean “according to value” as defined by State law.

### ARTICLE XII

#### CHARTER AMENDMENT

##### **Section 12.01 Charter Amendment.**

Amendments to this Charter shall be approved by a majority of the voters of the City at an election on a date as determined by the City Council.

##### **Section 12.02 How Amended.**

A. Amendments. Amendments to this Charter may be framed and proposed in any manner provided by law or by any of:

B. Council Ordinance. An ordinance of the City Council containing the full text of the proposed amendment;

C. Initiative. An initiative by the voters of the City; or

D. Charter Commission. A report with specific full text as prepared by a duly elected Charter Commission as created pursuant to State law.

##### **Section 12.03 Amendment Election.**

If a majority of the voters of the City voting on a proposed Charter amendment vote in favor of such amendment, the amendment shall become effective at the time fixed in the amendment, but if no time is therein fixed, at the time the approved amendment is filed with the California Secretary of State by the City Clerk and chaptered by the Secretary of State. The City Clerk shall file the results of a Charter amendment election with the Secretary of State within 30 days following the election.

### ARTICLE XIII

#### TRANSITION AND SEVERABILITY

##### **Section 13.01 Transition.**

All City ordinances, resolutions, orders, rules and regulations which are in force when this Charter becomes effective shall remain in effect until repealed,

except to the extent that they are inconsistent, disagree in any respect with, or interfere with the effective operation of this Charter or of ordinances adopted pursuant thereto.

##### **Section 13.02 Severability.**

If any provision of this Charter is held to be invalid the other provisions of this Charter shall not be affected thereby. If the application of the Charter or any of its provisions to any person or circumstance is held invalid the application of this Charter and its provisions or circumstances shall not be affected thereby.

##### **Section 13.03 Transition of Current Elected Officials.**

A. Existing City Council. At the time of the adoption of this Charter Councilmembers then serving shall serve until the end of the term for which they have been elected, and until their successors have been elected and qualified.

B. Elected City Clerk. The elected City Clerk shall have the option of remaining in the elected position until the end of the current term for which he/she has been elected or at such time as the office shall be vacated, or of resigning from such elected position and seeking the position of appointed City Clerk.

C. Elected City Treasurer. The elected City Treasurer shall remain in the elected position until the end of the current term for which he/she has been elected or at such time as the office shall be vacated.

##### **Section 13.04 Continuity of Laws, Officers and Employees.**

A. Continuation of Rights. The City shall continue to own, possess and control all rights and property of every kind and nature owned, possessed or controlled by it on the effective date of this Charter, and shall be subject to all its debts, obligations and liabilities.

B. Continuation of Acts. All lawful ordinances, resolutions, orders, rules and regulations in force on the effective date of this Charter and not in conflict or inconsistent with this Charter herewith are continued in force until repealed or amended.

C. Continuation of Officers and Employees. The present officers of the City shall retain their respective offices and employment subject to the provisions of this Charter, and an employee holding a City position at the time this Charter takes effect, who was serving in that same or a comparable position at the time of its adoption, shall not be subject to any employee selection or evaluation process as a condition of continuance in the same position, but in all other respects shall be subject to the Personnel Ordinance provided for in Section 7.03 of this Charter.

D. Non-Interference With Court Orders. Nothing herein shall be construed to interfere with or to modify any order or decision of any court of competent jurisdiction provided, however, that this Charter shall in all respects supersede any such court order or decision which does not apply specifically to home rule charter cities under the California Constitution or the United States Constitution.

E. Transfer of Powers. If a City department, office or agency is abolished by this Charter, the powers and duties given it by law shall be transferred

to the City department, office or agency designated by this Charter or, if the Charter makes no provision, designated by the City Council by ordinance.

F. Transfer of Property and Records. All property, records and equipment of any department, office or agency existing when this Charter is adopted shall be transferred to the department, office or agency assuming its powers and duties but, in the event that the powers or duties are to be discontinued or divided between units, or in the event that any conflict arises regarding a transfer, such property, records or equipment shall be transferred to one or more departments, offices or agencies designated by the City Council.

G. Rights and Claims. All rights, claims, actions, orders, contracts and legal or administrative proceedings shall continue, except as modified pursuant to the provisions of this Charter and in each case shall be maintained, carried on or dealt with by the City department, office or agency appropriate under this Charter.

END

PROPOSED AND SUBMITTED BY THE CITY COUNCIL  
OF THE CITY OF LINDSAY, CALIFORNIA  
FOR VOTER APPROVAL  
on this 8th day of January, 1996

\_\_\_\_\_  
Valeriano Saucedo, Mayor  
Chair, Charter Commission

\_\_\_\_\_  
Cynthia Rios, Mayor Pro Tem  
Vice Chair, Charter Commission

\_\_\_\_\_  
Ellen Hendricks, Councilmember  
Member, Charter Commission

\_\_\_\_\_  
John Hill, Councilmember  
Member, Charter Commission

\_\_\_\_\_  
John Stava, Councilmember  
Member, Charter Commission

CHARTER

CITY OF LINDSAY  
CITIZENS CHARTER ADVISORY COMMITTEE

Recommended to the Lindsay City Council and Lindsay Charter Commission for adoption and placement on the April 9, 1996 City Election ballot:

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Vahnn Blue, Member

---

Tom Elson, Member

---

Josie Figueroa, Member

---

Janet Kliegl, Member

---

Herman Landers, Member

---

Paul Leavens, Member

---

Ed Murray, Member

---

Richard E. Pitcher, Member

---

Ben Rivas, Member

---

Derrill Roberts, Member

---

Leonor Serna, Member

---

Tom Spurlock, Member

---

Robert Tienken, Member

STAFF TO  
LINDSAY CHARTER COMMISSION  
LINDSAY CITIZENS CHARTER ADVISORY COMMITTEE

\_\_\_\_\_  
William Drennen, City Manager

\_\_\_\_\_  
Bobbi Paul, City Clerk

\_\_\_\_\_  
Walter McCormick, City Attorney

\_\_\_\_\_  
Douglas W. Ayres  
Executive Director

\_\_\_\_\_  
Pamela S. Swift  
Deputy Executive Director and Secretary

Lindsay Charter Commission  
Lindsay Citizens Charter Advisory Committee

(Resolution calling election follows, when adopted)

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**SUPPLEMENT NO. 3**  
**INSERTION GUIDE**  
**LINDSAY MUNICIPAL CODE**

**February, 2007**

**(Covering Ordinances through 522)**

This supplement consists of reprinted pages replacing existing pages in the Lindsay Municipal Code.

Remove pages listed in the column headed "Remove Pages" and in their places insert the pages listed in the column headed "Insert Pages."

This Guide for Insertion should be retained as a permanent record of pages supplemented and should be inserted in the front of the code.

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