



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 **October 24, 2023**, at **6:00 PM** in person and via webinar. The webinar address for members of the public is <https://zoom.us/j/99279557087>. Those who would like to make a public comment during the public comment portion of the agenda may do so by utilizing the raise hand feature or indicating they would like to make a comment in the chat.

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

1. CALL TO ORDER

2. PLEDGE

Led by Council Member SERNA.

3. ROLL CALL

4. APPROVAL OF AGENDA

5. PUBLIC COMMENT

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

6. COUNCIL REPORT

7. CITY MANAGER REPORT

8. RECOGNITION ITEMS

8.1 Proclamation in Honor of Vita-Pakt Citrus Products (p. 4)

Presented by Mayor Cerros

Presented to Roger Carender, Vita-Pakt Citrus Products General Manager of Operations & Engineering

9. PRESENTATION ITEMS

- 9.1 Lindsay High School Associated Student Body (ASB) Representative Update
Presented by Daisy Andrade-Lemus, Lindsay High School ASB Representative
- 9.2 Lindsay Unified School District Fall 2023 Update (pp. 5 – 13)
Presented by Tom Rooney, Lindsay Unified School District Superintendent
- 9.3 Department of Public Safety Update
Presented by Chief Rick Carrillo, Director of Public Safety

10. STUDY SESSION(S)

- 10.1 Lindsay City Charter (pp. 14 – 39)
Presented by Megan Dodd, City Attorney

11. CONSENT CALENDAR

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

- 11.1 Minutes from October 10, 2023 Regular Meeting (pp. 40 – 44)
- 11.2 Warrant List for October 02, 2023 through October 15, 2023 (pp. 45 – 51)
- 11.3 Consider Minute Order Acceptance of the Downtown Lindsay Demolition and Cleanup Project as Complete and Grant City Staff Authorization to File a Notice of Completion with the County of Tulare Recorder (pp. 52 – 53)
- 11.4 Consider the Approval of **Resolution No. 23-41**, A Resolution of the City Council of the City of Lindsay, California Declaring the Properties at 284 East Hermosa Street (APN 205-261-014) and 116 South Elmwood Avenue (APNs 205-236-022 and 205-236-023), both in Lindsay California 93247 to be Surplus Property (pp. 54 – 59)
- 11.5 Consider Minute Order Authorization to Enter Into an Agreement with VL Friday Night Market for Services Regarding the Friday Night Market and Granting City Manager Authorization to Execute Any Documents Thereto (pp. 60 – 84)

12. PUBLIC HEARING(S)

- 12.1 First Reading of **Ordinance No. 613** An Ordinance of the City Council of the City of Lindsay Approving a Development Agreement Between the City of Lindsay and NFDI LLC, a Nevada Limited Liability Company, and Alta Vista Holdings, LLC, a California Limited Liability Company (Collectively “Developer”), Governing the Planned Unit Development (PUD) No. 23-01, O’Hara’s Ranch Subdivision and Authorization to Waive Full Reading of Said Ordinance and Authorize Reading by Title Only (pp. 85 – 119)
Presented by Curtis Cannon, Planning Manager

13. ACTION ITEMS

13.1 Consider Approval of **Resolution No. 23-42**, A Resolution of the City Council of the City of Lindsay Approving Sole Source Provider Designation to Fire Apparatus Solutions in Accordance with the City of Lindsay Procurement Policy and Pursuant to California Government Code §10300-10334 and Authorize Expenditures for a Fully Outfitted KME Type 1 Fire Engine and Granting City Manager Authorization to Execute Any Documents Thereto (pp. 120 – 129)

Presented by Ryan Heinks, Public Safety Lieutenant

13.2 Review and Discussion of Cannabis Operations Map and Consideration of Approval of Request to Release a Request for Proposals (RFP) for a Commercial Cannabis Retail Dispensary (pp. 130 – 162)

Presented by Joseph M. Tanner, City Manager

14. EXECUTIVE (CLOSED) SESSION

14.1 Conference with Labor Negotiators Pursuant to Cal Gov. Code § 54957.6

Agency Designated Representative: Joseph M. Tanner, City of Lindsay

Employee Organization: City of Lindsay Mid-Management Group

14.2 Public Employee Performance Evaluation – City Manager

Pursuant to Cal Gov. Code § 54957(b)(1)

15. 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.

16. ADJOURNMENT

Lindsay City Council meetings are held in the City Council Chambers at 251 E. Honolulu Street in Lindsay, California beginning at 6:00 P.M. on the second and fourth Tuesday of every month unless otherwise noticed. Materials related to an Agenda item submitted to the legislative body after distribution of the Agenda Packet are available for public inspection in the office of the City Clerk during normal business hours. Complete agenda is available at www.lindsay.ca.us. In compliance with the Americans with Disabilities Act & Ralph M. Brown Act, if you need special assistance to participate in this meeting, or to be able to access this agenda and documents in the agenda packet, please contact the office of the City Clerk at (559) 562-7102 x 8034. Notification 48 hours prior to the meeting will enable the City to ensure accessibility to this meeting and/or provision of an alternative format of the agenda and documents in the agenda packet.

The next Regular Meeting of the Lindsay City Council is scheduled to be held on November 14, 2023.



City of Lindsay

Proclamation

WHEREAS, Vita-Pakt Juice Company, was founded in 1947 as one of the first fresh orange juice companies in California, and after being incorporated in 1957 as Vita-Pakt Citrus Products Company, they continue to be a significant part of California's citrus industry; and

WHEREAS, Vita-Pakt Citrus Products aims to provide their customers with the highest quality products, customer service, and value to their operations; and

WHEREAS, in 2010 Vita-Pakt relocated their Covina production facility to Lindsay and in 2014 completed the Tulare juice plant move to Lindsay; and

WHEREAS, Vita-Pakt drives economic prosperity, creates job opportunities, and contributes to the overall well-being of the Lindsay community; and

WHEREAS, Vita-Pakt has consistently demonstrated a strong commitment to corporate social responsibility and community engagement; and

WHEREAS, on September 26, 2023, City Staff attended Vita-Pakt's Town Hall and was later presented with a \$2,500 check as a donation on behalf of Vita-Pakt.

NOW, THEREFORE, BE IT RESOLVED, that I, Hipolito A Cerros, Mayor of the City of Lindsay, do hereby recognize and commend Vita-Pakt for their outstanding contributions to our City and proclaim that the \$2,500 will go towards a project that will directly benefit the community of Lindsay.

IN WITNESS WHEREOF, I hereby set my hand and caused the Seal of the City of Lindsay to be affixed this 24th Day of October of 2023.

LINDSAY CITY COUNCIL

Hipolito Angel Cerros, Mayor



Lindsay Unified School District

Fall 2023 Updates

Presented by Superintendent Tom Rooney
October 24, 2023

Adult Wellness Survey Data



On-Site Safety

While working onsite, how safe do you feel?

		Very Safe or Safe e..	Very unsafe or a li..
Aug 2023-24		94%	6%
2022-23		92%	8%
Nov 2022-23		93%	7%
Mar 2022-23		93%	7%



Current State of Mind

Which of the following statements best describes your state of mind at the present moment?

		Doing ok and feeling ok	Doing well and feeling well	Not doing well
Aug 2023..		49%	47%	5%
2022..		54%	39%	7%
Nov 2022..		58%	35%	7%
Mar 2022..		59%	31%	10%

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Support & Working Conditions

How satisfied are you with your overall working environment?

	Satisfied or Very Satisfied	Very Dissatisfied or Diss..
Aug 2023..	100%	
Nov 2022..	93%	7%
Mar 2022..	89%	11%

I get the support I need to effectively do my job.

	Strongly Agree or Agree	Strongly Disagree or Disa..
Aug 2023..	95%	5%
Nov 2022..	92%	8%
Mar 2022..	90%	10%

This school/department is a supportive and inviting place for staff to work

	Strongly Agree or Agree	Strongly Disagree or Disagree
Aug 2023..	94%	6%
Nov 2022..	94%	6%
Mar 2022..	91%	9%

New TQP Residency Grant

\$9.7 Million!



New Teacher School Leader Grant



**\$8.5
Million!**

Lindsay Educational Foundation for Learning (LEFL)

A. \$8.5 million in current resources

B. Focus areas:



- a. University scholarships
- b. Trade school scholarships
- c. Junior College support funds
- d. Pipeline for future Residency participants
- e. Community Impact Projects

Increased REAP funding through 2030 and beyond...





Lindsay Leads Re-launch

- 40 Ambassadors
 - 6 Scheduled Visits
 - Teams conducting training throughout the country
 - New international impact starting
- 
- 

100% of Lindsay Preschools have a 5-STAR Rating from the State





THE HISTORY OF LINDSAY UNIFIED SCHOOL DISTRICT



**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-

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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 133 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.

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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:

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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FINANCIAL PROCEDURES

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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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**LINDSAY CITY COUNCIL
REGULAR MEETING AGENDA
MINUTES**

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

Notice is hereby given that the Lindsay City Council will hold a Regular Meeting on **October 10, 2023**, at **6:00 PM** in person and via webinar. The webinar address for members of the public is <https://zoom.us/j/99279557087>. Those who would like to make a public comment during the public comment portion of the agenda may do so by utilizing the raise hand feature or indicating they would like to make a comment in the chat.

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

1. CALL TO ORDER

2. PLEDGE

Led by Council Member SANCHEZ.

3. ROLL CALL

Present	Mayor Cerros Mayor Pro Tem Flores Council Member Sanchez
Absent	¹ Council Member Serna ² Council Member Caudillo

4. APPROVAL OF AGENDA

Motion to Approve Agenda with Item 10.2 Pushed to Next Regular Meeting of October 24, 2023							
1 st	2 nd	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
CERROS	SANCHEZ	(3-0)	ABSENT	AYE	ABSENT	AYE	AYE

5. PUBLIC COMMENT

The public is invited to comment on any subject under the jurisdiction of the Lindsay City Council. Please note that speakers that wish to comment on a Regular Item or Public Hearing on tonight’s agenda will have an opportunity to speak when public comment for that item is requested by the Mayor. Comments shall be

¹ Absent with Notice

² Absent with Notice

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.

- No public comment received in person or via teleconference.

6. COUNCIL REPORT

- Council Member SANCHEZ wished SRO Valdovinos good luck on her upcoming boxing match.
- Mayor Pro Tem FLORES had no report.
- Mayor CERROS reported that he attended the celebration at Chaparritos in Lindsay which is now under new ownership. CERROS also attended the Latino Caucus Gala in Los Angeles and thanked Senator Melissa Hurtado for the invitation, he very much enjoyed networking at this event. CERROS met with the President of Madera Community College regarding his University project. CERROS also presented before Council Member SERNA's High School Civics Club.

7. CITY MANAGER REPORT

- CITY MANAGER shared that the City submitted an application under the Clean CA Grant Program for Harvard Park but was unfortunately denied. The City will continue to look for additional funding sources.
- CITY MANAGER invited everyone to the Public Safety Breast Cancer Bingo happening October 25, 2023 at 6:00 PM at the Wellness Center.
- CITY MANAGER informed that the new Public Safety Vehicles have arrived, this means an entire new fleet for the department. Old cars are being used for training and prevention services.
- CITY MANAGER shared that the department of Public Safety conducted a very successful neighborhood watch meeting last week and another is in the works for Lindsay apartments.
- CITY MANAGER invited everyone to the Floating Pumpkin Patch happening October 26, 2023, at 6:00 PM at the Wellness Center.

8. CONSENT CALENDAR

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

- 8.1 Minutes from September 26, 2023 Regular Meeting (pp. 4 – 9)
- 8.2 Warrant List for September 18, 2023 through October 01, 2023 (pp. 10 – 15)
- 8.3 Treasurer's Report for September 2023 (p. 16)
- 8.4 Consider Minute Order Approval of Amendments and Revisions to the City Lindsay Personnel Rules and Regulations (pp. 17 – 139)
- 8.5 Second Reading of **Ordinance No. 611**, An Ordinance of the City Council of the City of Lindsay Amending Chapter 18.14 Home Occupations; Temporary Subdivision Signs And Sales Offices; Mobile Parks; Signs And Outdoor Advertising Structures; Manufactured And Second House Units of Title Eighteen (18) Zoning of the Lindsay Municipal Code, and

Authorization to Waive Full Reading of Said Ordinance and Authorize Reading by Title Only (pp. 140 – 168)

- 8.6 Consider the Rejection of Bids Received in Response to the Water Treatment Plant - Bank D: Media Change-Out Project Request for Proposals (RFPs) and Authorize Staff to Re-Bid the Project (pp. 169 – 171)

Motion to Approve Consent Calendar							
1 st	2 nd	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
CERROS	FLORES	(3-0)	ABSENT	AYE	ABSENT	AYE	AYE

9. ACTION ITEMS

- 9.1 Consider Approval of the City Hall Clock Chime Unit Project and Budget and Expenditures Thereto (pp. 172 – 180)

Presented by Neyba Amezcua, Director of City Services & Planning

Motion to Approve Item 9.1							
1 st	2 nd	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
CERROS	FLORES	(3-0)	ABSENT	AYE	ABSENT	AYE	AYE

- 9.2 **Special Event Permit (SEP) No. 23-08** (pp. 181 – 214)

- A. Consider Approval of Special Event Permit (SEP) No. 23-08 for the 13th Annual Lindsay Rib Cook-Off Event in Downtown Lindsay on November 04, 2023 (pp. 181 – 214)

Motion to Approve Item 9.2A							
1 st	2 nd	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
SANCHEZ	FLORES	(3-0)	ABSENT	AYE	ABSENT	AYE	AYE

- B. Consider Approval of Fee Waiver for Special Event Permit (SEP) No. 23-08 (pp. 181 – 214)

Presented by Araceli Mejia, Assistant City Planner

Motion to Approve Item 9.2B							
1 st	2 nd	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ

FLORES	CERROS	(3-0)	ABSENT	AYE	ABSENT	AYE	AYE
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9.3 Consider the Approval of Lindsay-Strathmore Irrigation District’s Request to Connect Seven (7) of their Existing Residential Accounts to the City Water System on Bellah Avenue (pp. 215 – 220)

Presented by Neyba Amezcua, Director of City Services & Planning

Motion to Approve Item 9.3							
1 st	2 nd	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
CERROS	SANCHEZ	(3-0)	ABSENT	AYE	ABSENT	AYE	AYE

10. EXECUTIVE (CLOSED) SESSION

10.1 Conference with Real Property Negotiators Pursuant to Cal Gov. Code § 54956.8

Property: 108 West Honolulu Street, Lindsay, California 93247 (APN 205-271-001)

Agency Negotiator: Joseph M. Tanner, City of Lindsay

Negotiating Parties: Woodlake Holdings LLC

Under Negotiation: Terms and Conditions of Potential Sale

10.2 Public Employee Performance Evaluation – City Manager

Pursuant to Cal Gov. Code § 54957(b)(1)

- No reportable action out of closed session.

11. 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.

12. 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. In compliance with the Americans with Disabilities Act & Ralph M. Brown Act, if you need special assistance to participate in this meeting, or to be able to access this agenda and documents in the agenda packet, please contact the office of the City Clerk at (559) 562-7102 x 8034. Notification 48 hours prior to the meeting will enable the City to ensure accessibility to this meeting and/or provision of an alternative format of the agenda and documents in the agenda packet.

The next Regular Meeting of the Lindsay City Council is scheduled to be held on October 24, 2023.

- Mayor adjourned the meeting at 6:53 PM.

Check#	Fund	Date	Vendor #	Vendor Name	Description	Amount
24605						\$366.62
	101 - GENERAL FUND	10/06/23	4660	CITY OF LINDSAY	DED:052 WELLNESS	16.62
	101 - GENERAL FUND	10/06/23	4660	CITY OF LINDSAY	DED:CDBG CDBG PMT	350.00
24606						\$485.72
	101 - GENERAL FUND	10/06/23	4660	CITY OF LINDSAY	DED:L203 CDBG LOAN	485.72
24607						\$293.48
	101 - GENERAL FUND	10/06/23	3192	SEIU LOCAL 521	DED:COPE COPE SEIU	1.00
	101 - GENERAL FUND	10/06/23	3192	SEIU LOCAL 521	DED:DUES UNION DUES	292.48
24608						\$8,713.06
	101 - GENERAL FUND	10/06/23	6452	GREAT-WEST TRUST	DED:0500 DEF COMP	3,024.76
	101 - GENERAL FUND	10/06/23	6452	GREAT-WEST TRUST	DED:0555 DC LOANPAY	1,628.56
	101 - GENERAL FUND	10/06/23	6452	GREAT-WEST TRUST	DED:151 DEFERCOMP	3,511.05
	101 - GENERAL FUND	10/06/23	6452	GREAT-WEST TRUST	DED:ROTH ROTH	548.69
24609						\$41.58
	101 - GENERAL FUND	10/06/23	2325	LINDSAY PUBLIC SAFE	DED:LPOA LPOA DUES	41.58
24610						\$89.97
	101 - GENERAL FUND	10/06/23	6246	MCDERMONT VENTURE I	DED:051 MCDERMONT	89.97
24611						\$471.24
	101 - GENERAL FUND	10/06/23	1955	TEAMSTERS LOCAL 856	DED:0508 TEAMSTERS	471.24
24612						\$300.00
	101 - GENERAL FUND	10/06/23	6604	HIPOLITO CERROS	OCT. COUNCIL STIPEND	300.00
24613						\$250.00
	101 - GENERAL FUND	10/06/23	6602	RAMIRO SERNA	OCT. COUNCIL STIPEND	250.00
24614						\$250.00
	101 - GENERAL FUND	10/06/23	6603	RAMONA CAUDILLO	OCT. COUNCIL STIPEND	250.00
24615						\$250.00
	101 - GENERAL FUND	10/06/23	5511	ROSAENA SANCHEZ	OCT. COUNCIL STIPEND	250.00
24616						\$275.00
	101 - GENERAL FUND	10/06/23	4068	YOLANDA FLORES	OCT. COUNCIL STIPEND	275.00
24617						\$1,661.76
	101 - GENERAL FUND	10/11/23	2873	ADVANTAGE ANSWERING	10/1/23-10/31/23	176.11
	101 - GENERAL FUND	10/11/23	2873	ADVANTAGE ANSWERING	9/1/23-9/31/23	156.25
	101 - GENERAL FUND	10/11/23	2873	ADVANTAGE ANSWERING	10/1/23-10/31/23	176.11
	101 - GENERAL FUND	10/11/23	2873	ADVANTAGE ANSWERING	9/1/23-9/31/23	156.25
	552 - WATER	10/11/23	2873	ADVANTAGE ANSWERING	10/1/23-10/31/23	176.11
	552 - WATER	10/11/23	2873	ADVANTAGE ANSWERING	9/1/23-9/31/23	156.25
	553 - SEWER	10/11/23	2873	ADVANTAGE ANSWERING	10/1/23-10/31/23	176.10
	553 - SEWER	10/11/23	2873	ADVANTAGE ANSWERING	9/1/23-9/31/23	156.24
	554 - REFUSE	10/11/23	2873	ADVANTAGE ANSWERING	10/1/23-10/31/23	176.10
	554 - REFUSE	10/11/23	2873	ADVANTAGE ANSWERING	9/1/23-9/31/23	156.24
24618						\$9.50
	101 - GENERAL FUND	10/11/23	6362	AMERICAN BUSINESS	FINANCE CHARGE	9.50
24619						\$200.00
	400 - WELLNESS CENTER	10/11/23	6950	ANA CARRETERO	SEP. ZUMBA CLASSES	200.00
24620						\$250.00
	400 - WELLNESS CENTER	10/11/23	6097	ANGELICA BERMUDEZ	AUG&SEP ZUMBA CLASS	250.00
24621						\$250.00
	400 - WELLNESS CENTER	10/11/23	5819	ANITA GUTIERREZ	SEP. ZUMBA CLASSES	250.00
24622						\$197.00
	101 - GENERAL FUND	10/11/23	7111	BELMAN BROS TIRES	NEW TIRES-TRAILER	197.00
24623						\$5,734.63
	552 - WATER	10/11/23	051	BSK	DRINKING WATER TEST	3,969.63
	553 - SEWER	10/11/23	051	BSK	WASTE WATER TESTING	1,271.25
	556 - VITA-PAKT	10/11/23	051	BSK	VITA-PAKT WASTE WAT	493.75

24624						\$2,250.00
	101 - GENERAL FUND	10/11/23	6689	BUILDING MAINTENANC	SEP. CLEANING SERVI	321.42
	101 - GENERAL FUND	10/11/23	6689	BUILDING MAINTENANC	SEP. CLEANING SERVI	321.43
	101 - GENERAL FUND	10/11/23	6689	BUILDING MAINTENANC	SEP. CLEANING SERVI	321.43
	101 - GENERAL FUND	10/11/23	6689	BUILDING MAINTENANC	SEP. CLEANING SERVI	321.43
	552 - WATER	10/11/23	6689	BUILDING MAINTENANC	SEP. CLEANING SERVI	321.43
	553 - SEWER	10/11/23	6689	BUILDING MAINTENANC	SEP. CLEANING SERVI	321.43
	554 - REFUSE	10/11/23	6689	BUILDING MAINTENANC	SEP. CLEANING SERVI	321.43
24625						\$349.00
	101 - GENERAL FUND	10/11/23	5013	BUZZ KILL PEST CONT	150 N MIRAGE #CL150	133.00
	101 - GENERAL FUND	10/11/23	5013	BUZZ KILL PEST CONT	157 N MIGARE	33.00
	400 - WELLNESS CENTER	10/11/23	5013	BUZZ KILL PEST CONT	W.C. 860 SEQUOIA	87.00
	886 - SAMOA	10/11/23	5013	BUZZ KILL PEST CONT	SAMOA TOWN HOMES	43.00
	887 - SWEETBRIER TOWNHOUSES	10/11/23	5013	BUZZ KILL PEST CONT	HERMOSA TOWN HOMES	53.00
24626						\$5,350.00
	888 - PARKSIDE	10/11/23	2052	CADENA CONSTRUCTION	REPLACE SIDEWALK-LL	3,510.00
	889 - SIERRA VISTA ASSESSMENT	10/11/23	2052	CADENA CONSTRUCTION	BENCH CONCRETE PADS	1,840.00
24627						\$108.00
	101 - GENERAL FUND	10/11/23	1979	CALIFORNIA BUILDING	JUL-SEP 2023 SB1473	120.00
	101 - GENERAL FUND	10/11/23	1979	CALIFORNIA BUILDING	JUL-SEP 2023 SB1473	(12.00)
24628						\$4,800.00
	261 - GAS TAX FUND	10/11/23	1702	SCA OF CA, LLC	SEP. STREET SWEEPING	4,800.00
24630						\$1,642.77
	101 - GENERAL FUND	10/11/23	5832	CINTAS CORPORATION	RFL PAPER,SCRAPER M	17.48
	101 - GENERAL FUND	10/11/23	5832	CINTAS CORPORATION	UNIFORMS,CHEM.,SOAP	42.52
	101 - GENERAL FUND	10/11/23	5832	CINTAS CORPORATION	UNIFORMS,ZFOLD PAPE	44.60
	101 - GENERAL FUND	10/11/23	5832	CINTAS CORPORATION	RFL PAPER,SCRAPER M	17.48
	101 - GENERAL FUND	10/11/23	5832	CINTAS CORPORATION	UNIFORMS,CHEM.,SOAP	42.52
	101 - GENERAL FUND	10/11/23	5832	CINTAS CORPORATION	UNIFORMS,ZFOLD PAPE	44.60
	101 - GENERAL FUND	10/11/23	5832	CINTAS CORPORATION	RFL PAPER,SCRAPER M	17.48
	101 - GENERAL FUND	10/11/23	5832	CINTAS CORPORATION	UNIFORMS,CHEM.,SOAP	42.52
	101 - GENERAL FUND	10/11/23	5832	CINTAS CORPORATION	UNIFORMS,ZFOLD PAPE	44.60
	552 - WATER	10/11/23	5832	CINTAS CORPORATION	BOOTS FOR BRUNO A.	245.31
	552 - WATER	10/11/23	5832	CINTAS CORPORATION	BOOTS FOR HERACLIO	245.31
	552 - WATER	10/11/23	5832	CINTAS CORPORATION	BOOTS FOR JOSE V.	223.56
	552 - WATER	10/11/23	5832	CINTAS CORPORATION	RFL PAPER,SCRAPER M	17.48
	552 - WATER	10/11/23	5832	CINTAS CORPORATION	UNIFORMS,CHEM.,SOAP	42.52
	552 - WATER	10/11/23	5832	CINTAS CORPORATION	UNIFORMS,ZFOLD PAPE	44.60
	553 - SEWER	10/11/23	5832	CINTAS CORPORATION	BOOTS FOR JUAN G.	196.38
	553 - SEWER	10/11/23	5832	CINTAS CORPORATION	RFL PAPER,SCRAPER M	17.49
	553 - SEWER	10/11/23	5832	CINTAS CORPORATION	UNIFORMS,CHEM.,SOAP	42.52
	553 - SEWER	10/11/23	5832	CINTAS CORPORATION	UNIFORMS,ZFOLD PAPE	44.60
	554 - REFUSE	10/11/23	5832	CINTAS CORPORATION	RFL PAPER,SCRAPER M	17.49
	554 - REFUSE	10/11/23	5832	CINTAS CORPORATION	UNIFORMS,CHEM.,SOAP	42.52
	554 - REFUSE	10/11/23	5832	CINTAS CORPORATION	UNIFORMS,ZFOLD PAPE	44.60
	556 - VITA-PAKT	10/11/23	5832	CINTAS CORPORATION	RFL PAPER,SCRAPER M	17.49
	556 - VITA-PAKT	10/11/23	5832	CINTAS CORPORATION	UNIFORMS,CHEM.,SOAP	42.51
	556 - VITA-PAKT	10/11/23	5832	CINTAS CORPORATION	UNIFORMS,ZFOLD PAPE	44.59
24631						\$1,564.90
	101 - GENERAL FUND	10/11/23	6506	CITY OF VISALIA	FY23/24 HAZ MAT SHARE	1,564.90
24632						\$4,800.00
	101 - GENERAL FUND	10/11/23	6963	CIVICPLUS LLC	MUNICODE MEETINGS R	4,800.00
24633						\$1,422.29
	101 - GENERAL FUND	10/11/23	6672	COLBY'S TIRE,TOWING	LIC#1400809 NEW TIRE	1,422.29
24634						\$85.20
	101 - GENERAL FUND	10/11/23	2319	COMPUTER SYSTEMS PL	9/1/23-9/9/23	85.20
24635						\$25.00
	600 - CAPITAL IMPROVEMENT	10/11/23	091	CONSOLIDATED TESTIN	VALENCIA&LINDA VIST	25.00

24636						\$204.38
101 - GENERAL FUND	10/11/23	102	CULLIGAN	HR-#53249 SEPTEMBER		17.75
101 - GENERAL FUND	10/11/23	102	CULLIGAN	CM-#53249 SEPTEMBER		10.50
101 - GENERAL FUND	10/11/23	102	CULLIGAN	FD-#53249 SEPTEMBER		43.50
101 - GENERAL FUND	10/11/23	102	CULLIGAN	#156018 150 N MIRAG		23.63
400 - WELLNESS CENTER	10/11/23	102	CULLIGAN	WC-#178442 860 SEQU		23.50
553 - SEWER	10/11/23	102	CULLIGAN	#3301 23611 RD 196		85.50
24637						\$850.00
552 - WATER	10/11/23	6118	CVIN LLC D.B.A. VAS	10/1/23-10/31/23 INTERNET		283.34
553 - SEWER	10/11/23	6118	CVIN LLC D.B.A. VAS	10/1/23-10/31/23 INTERNET		283.33
554 - REFUSE	10/11/23	6118	CVIN LLC D.B.A. VAS	10/1/23-10/31/23 INTERNET		283.33
24638						\$280.09
101 - GENERAL FUND	10/11/23	111	DEPT OF CONSERVATION	JUL-SEP SEISMIC COM		94.81
101 - GENERAL FUND	10/11/23	111	DEPT OF CONSERVATION	JUL-SEP SEISMIC RES		200.03
101 - GENERAL FUND	10/11/23	111	DEPT OF CONSERVATION	JULY-SEP 2023 SEISM		(14.75)
24639						\$925.00
101 - GENERAL FUND	10/11/23	316	DEPT OF JUSTICE	AUGUST 2023 /FINGER PRINT		288.00
101 - GENERAL FUND	10/11/23	316	DEPT OF JUSTICE	AUGUST 2023/ LIVE SCANS		637.00
24640						\$174.04
781 - CAL HOME RLF	10/11/23	2540	DEPT.OF HOUSING & C	CALHOME9/30/23 TO HCD		174.04
24641						\$716.11
700 - CDBG REVOLVING LN FUND	10/11/23	2540	DEPT.OF HOUSING & C	CDBG 9/30/23 TO HCD		716.11
24642						\$57,152.60
720 - HOME REVOLVING LN FUND	10/11/23	2540	DEPT.OF HOUSING & C	HOME 9/30/23 TO HCD		57,152.60
24643						\$31.54
552 - WATER	10/11/23	119	DOUG DELEO WELDING	CUTOFF WHEELS		31.54
24644						\$10,142.85
552 - WATER	10/11/23	6113	EAST KAWEAH GSA	FY2023 #4 CFF GOVER		10,142.85
24645						\$180.00
400 - WELLNESS CENTER	10/11/23	7157	EG FARMING TRUST	PUMPKINS		180.00
24646						\$225.00
400 - WELLNESS CENTER	10/11/23	6973	ELIZABETH GUND	SEP. RESET&REWIND Y		225.00
24647						\$6,501.50
101 - GENERAL FUND	10/11/23	5803	EMD NETWORKING SERV	SECURED MICROSOFT36		6,501.50
24648						\$5,331.00
101 - GENERAL FUND	10/11/23	7161	EVELIA & RICARDO AL	REFUND-ZONE CHANGE		5,331.00
24649						\$541.56
400 - WELLNESS CENTER	10/11/23	4807	FITGUARD INC.	QTRLY MAINT VISIT&R		541.56
24650						\$3,396.42
552 - WATER	10/11/23	137	FRIANT WATER AUTHOR	FKC ROUTINE OM&R CO		2,215.00
552 - WATER	10/11/23	137	FRIANT WATER AUTHOR	SLDMWA EXCHANGE COS		1,181.42
24651						\$138.47
101 - GENERAL FUND	10/11/23	1925	FRUIT GROWERS SUPPL	EARPLUGS		64.01
101 - GENERAL FUND	10/11/23	1925	FRUIT GROWERS SUPPL	FILTER AIR STIHL		56.69
101 - GENERAL FUND	10/11/23	1925	FRUIT GROWERS SUPPL	REWIND SPRING		17.77
24652						\$402.93
101 - GENERAL FUND	10/11/23	148	GOMEZ AUTO & SMOG	LIC#1405963 BATTERY		402.93
24653						\$308.09
101 - GENERAL FUND	10/11/23	151	GRAINGER INC	BATTERY & CHARGER		308.09
24654						\$7,653.82
101 - GENERAL FUND	10/11/23	5647	GRISWOLD,LASALLE,CO	#22752.002 CITY SER		1,350.00
101 - GENERAL FUND	10/11/23	5647	GRISWOLD,LASALLE,CO	#22752.003-COUNCIL		2,409.17
101 - GENERAL FUND	10/11/23	5647	GRISWOLD,LASALLE,CO	#22752.005 POLICE D		770.41
101 - GENERAL FUND	10/11/23	5647	GRISWOLD,LASALLE,CO	#22752.006 CITY CLE		787.50
101 - GENERAL FUND	10/11/23	5647	GRISWOLD,LASALLE,CO	#22752.007 CITY MAN		1,256.25
101 - GENERAL FUND	10/11/23	5647	GRISWOLD,LASALLE,CO	#22752.012 PLANNING		1,080.49
24655						\$22.63
552 - WATER	10/11/23	7160	IBARRA YANELI	REFUND-CLOSED UB AC		22.63
24656						\$2,160.00
553 - SEWER	10/11/23	180	INGRAM EQUIPMENT CO	FLYGT PUMP-EL RANCH		1,080.00
553 - SEWER	10/11/23	180	INGRAM EQUIPMENT CO	FLYGT PUMP-TONYVILL		1,080.00

24657						\$425.00
	101 - GENERAL FUND	10/11/23	6346	JEFF PFEIFFER	OCT. SQUIRREL TREAT	425.00
24658						\$100.00
	552 - WATER	10/11/23	5335	JUAN GOMEZ	MEAL STIPEND	100.00
24659						\$21.97
	552 - WATER	10/11/23	7159	LEMUS KAREN & JOSE	REFUND-CLOSED UB ACCOUNT	21.97
24660						\$1,193.12
	400 - WELLNESS CENTER	10/11/23	5788	LINCOLN AQUATICS	LIQUID CHLORINE	1,193.12
24661						\$1,288.16
	101 - GENERAL FUND	10/11/23	1422	LINDSAY TRUE VALUE	AUG.-ANIMAL CONTROL	40.23
	101 - GENERAL FUND	10/11/23	1422	LINDSAY TRUE VALUE	AUGUST-PUBLIC SAFET	26.38
	101 - GENERAL FUND	10/11/23	1422	LINDSAY TRUE VALUE	AUGUST-PUBLIC SAFET	21.01
	101 - GENERAL FUND	10/11/23	1422	LINDSAY TRUE VALUE	AUGUST-PUBLIC SAFET	13.04
	101 - GENERAL FUND	10/11/23	1422	LINDSAY TRUE VALUE	AUGUST-PUBLIC SAFET	17.39
	101 - GENERAL FUND	10/11/23	1422	LINDSAY TRUE VALUE	AUGUST-BUILDING	184.75
	101 - GENERAL FUND	10/11/23	1422	LINDSAY TRUE VALUE	AUGUST-CITY SERVICE	86.39
	101 - GENERAL FUND	10/11/23	1422	LINDSAY TRUE VALUE	AUGUST-CITY YARD	45.66
	101 - GENERAL FUND	10/11/23	1422	LINDSAY TRUE VALUE	AUGUST-GRAFFITI	42.37
	101 - GENERAL FUND	10/11/23	1422	LINDSAY TRUE VALUE	AUGUST-STREETS	60.83
	101 - GENERAL FUND	10/11/23	1422	LINDSAY TRUE VALUE	AUGUST-LANDSCAPING	176.10
	101 - GENERAL FUND	10/11/23	1422	LINDSAY TRUE VALUE	AUGUST-PARKS	103.34
	400 - WELLNESS CENTER	10/11/23	1422	LINDSAY TRUE VALUE	AUG.-WELLNESS CENTE	128.63
	552 - WATER	10/11/23	1422	LINDSAY TRUE VALUE	AUGUST-WATER	342.04
24662						\$5.47
	552 - WATER	10/11/23	7158	LONGORIA STACY	REFUND-CLOSED UB AC	5.47
24663						\$1,800.00
	400 - WELLNESS CENTER	10/11/23	6260	LLEON SERVICES	OCT. CHEMICAL BALANCE	1,800.00
24664						\$150.00
	400 - WELLNESS CENTER	10/11/23	6599	MARIA EDWARDS	SEP. ZUMBA CLASSES	150.00
24665						\$837.04
	101 - GENERAL FUND	10/11/23	6550	MARIO SAGREDO ELECT	HR-ELECTRICAL WORK	510.85
	101 - GENERAL FUND	10/11/23	6550	MARIO SAGREDO ELECT	CITY HALL CLOCK-REP	326.19
24666						\$150.00
	400 - WELLNESS CENTER	10/11/23	6807	MARISOL DIAZ VELASQ	SEP. SPIN,POUND,CYC	150.00
24667						\$500.00
	101 - GENERAL FUND	10/11/23	5964	MARY VALENTI, PH.D.	PREEMPLOYMENT EVAL.	500.00
24668						\$1,819.04
	552 - WATER	10/11/23	6423	MCCROMETER	METER REPAIR PROGRA	1,819.04
24669						\$345.00
	600 - CAPITAL IMPROVEMENT	10/11/23	6639	MOORE IACOFANO GOLT	OLIVE BOWL AAS#1	345.00
24670						\$529.16
	101 - GENERAL FUND	10/11/23	5625	NGLIC-SUPERIOR VISI	OCT. 2023 VISION PL	529.16
24671						\$13.95
	101 - GENERAL FUND	10/11/23	1565	OACYS.COM INC	DOMAIN PARKING & DN	13.95
24672						\$924.56
	552 - WATER	10/11/23	6673	PACE SUPPLY CORP	BOX CONCRETE 12*22	309.50
	552 - WATER	10/11/23	6673	PACE SUPPLY CORP	BOX CONCRETE TRAFFI	186.78
	552 - WATER	10/11/23	6673	PACE SUPPLY CORP	BUTTERFLY VALVE R&W	428.28
24673						\$4,726.64
	552 - WATER	10/11/23	6498	PACWEST DIRECT	9/7/23 DELINQUENT B	279.65
	552 - WATER	10/11/23	6498	PACWEST DIRECT	9/7/23 UB BILLS	831.08
	552 - WATER	10/11/23	6498	PACWEST DIRECT	TURBIDITY NOTICE	2,505.17
	553 - SEWER	10/11/23	6498	PACWEST DIRECT	9/7/23 DELINQUENT B	279.66
	553 - SEWER	10/11/23	6498	PACWEST DIRECT	9/7/23 UB BILLS	831.08
24674						\$1,427.22
	101 - GENERAL FUND	10/11/23	276	PORTERVILLE RECORDE	23/24 BUDGET-AD2419	142.43
	101 - GENERAL FUND	10/11/23	276	PORTERVILLE RECORDE	CUP#23-03 AD#241973	132.33
	101 - GENERAL FUND	10/11/23	276	PORTERVILLE RECORDE	ORD#611-AD#247123	153.73
	101 - GENERAL FUND	10/11/23	276	PORTERVILLE RECORDE	ORD#613-AD#247138	180.16
	101 - GENERAL FUND	10/11/23	276	PORTERVILLE RECORDE	PARK BIDS-AD#249434	538.05
	101 - GENERAL FUND	10/11/23	276	PORTERVILLE RECORDE	TPM#23-02 AD#242019	150.46
	101 - GENERAL FUND	10/11/23	276	PORTERVILLE RECORDE	TSP-AD#247097	130.06

24675						\$12,372.00
	552 - WATER	10/11/23	4618	PROVOST & PRITCHARD	AUD-WATER LOSS AUDI	50.00
	552 - WATER	10/11/23	4618	PROVOST & PRITCHARD	AUG.-ENGINEER REPOR	8,983.60
	552 - WATER	10/11/23	4618	PROVOST & PRITCHARD	AUGUST-WSCP	2,122.50
	552 - WATER	10/11/23	4618	PROVOST & PRITCHARD	CORROSION CONTROL	334.40
	552 - WATER	10/11/23	4618	PROVOST & PRITCHARD	WAV-LEVEL 1 WATER L	50.00
	556 - VITA-PAKT	10/11/23	4618	PROVOST & PRITCHARD	VITA-PAKT CONSULTIN	831.50
24676						\$17,017.80
	101 - GENERAL FUND	10/11/23	399	QUAD KNOPF,INC.	928 FRESNO ST TPM/F	1,297.30
	101 - GENERAL FUND	10/11/23	399	QUAD KNOPF,INC.	GEN PLANNING SERVIC	213.00
	101 - GENERAL FUND	10/11/23	399	QUAD KNOPF,INC.	O'HARA SUBDIVISION	2,418.10
	101 - GENERAL FUND	10/11/23	399	QUAD KNOPF,INC.	O'HARA TENTATIVE PA	71.00
	101 - GENERAL FUND	10/11/23	399	QUAD KNOPF,INC.	TRAVEL CENTER CUP&T	4,061.20
	101 - GENERAL FUND	10/11/23	399	QUAD KNOPF,INC.	FINAL SUBDIVISION M	1,484.50
	101 - GENERAL FUND	10/11/23	399	QUAD KNOPF,INC.	GEN ENGINEERING SVC	562.10
	101 - GENERAL FUND	10/11/23	399	QUAD KNOPF,INC.	JOSE MENCHACA TPM	1,090.20
	263 - TRANSPORTATION	10/11/23	399	QUAD KNOPF,INC.	TRANSIT CENTER-MT V	961.40
	600 - CAPITAL IMPROVEMENT	10/11/23	399	QUAD KNOPF,INC.	DESIGN SUPPORT-LIND	683.00
	600 - CAPITAL IMPROVEMENT	10/11/23	399	QUAD KNOPF,INC.	STAKING-LINDA VISTA	4,176.00
24677						\$423.18
	101 - GENERAL FUND	10/11/23	285	QUILL CORPORATION	SOAP & COPY PAPER	46.47
	101 - GENERAL FUND	10/11/23	285	QUILL CORPORATION	SHARPIE,LABELS,PENS	210.21
	101 - GENERAL FUND	10/11/23	285	QUILL CORPORATION	SOAP & COPY PAPER	46.48
	101 - GENERAL FUND	10/11/23	285	QUILL CORPORATION	BINDERS	31.53
	101 - GENERAL FUND	10/11/23	285	QUILL CORPORATION	DESKTOP PAPER HOLDE	25.87
	101 - GENERAL FUND	10/11/23	285	QUILL CORPORATION	WIRELESS COMBO,FOLD	62.62
24678						\$680.00
	101 - GENERAL FUND	10/11/23	3622	RLH FIRE PROTECTION	OCT-DEC. MONITORING	680.00
24679						\$75.00
	101 - GENERAL FUND	10/11/23	6637	ROSARIO ALVARADO RO	ARBOR DEPOSIT REFUND	75.00
24680						\$100.00
	101 - GENERAL FUND	10/11/23	7055	SANDY GONZALEZ	ARBOR DEPOSIT REFUND	100.00
24681						\$74.33
	101 - GENERAL FUND	10/11/23	298	SAVE MART SUPERMARK	DRINKS FOR MEETINGS	74.33
24682						\$2,712.00
	101 - GENERAL FUND	10/11/23	7143	SEQUOIA HEALTH CARE	AUGUST 2023 CLAIMS	2,712.00
24683						\$545.43
	261 - GAS TAX FUND	10/11/23	3054	SHERWIN-WILLIAMS CO	TRAFFIC MARKING PAINT	545.43
24684						\$9,455.83
	552 - WATER	10/11/23	4555	THATCHER COMPANY IN	2023250112206-CHLOR	10,955.83
	552 - WATER	10/11/23	4555	THATCHER COMPANY IN	2023250903678-CYL D	(1,500.00)
24685						\$1,902.48
	553 - SEWER	10/11/23	307	SILVAS OIL COMPANY	RED DIESEL #2	1,902.48
24686						\$398.49
	101 - GENERAL FUND	10/11/23	1776	SMART & FINAL	FD APPRECIATION LUN	398.49
24687						\$51,657.35
	101 - GENERAL FUND	10/11/23	310	SOUTHERN CA. EDISON	600001505934-LATE F	283.37
	101 - GENERAL FUND	10/11/23	310	SOUTHERN CA. EDISON	700141289638-LATE F	12.24
	101 - GENERAL FUND	10/11/23	310	SOUTHERN CA. EDISON	600001505934	2,839.68
	101 - GENERAL FUND	10/11/23	310	SOUTHERN CA. EDISON	600001505934	4,117.53
	101 - GENERAL FUND	10/11/23	310	SOUTHERN CA. EDISON	600001505934	41.60
	101 - GENERAL FUND	10/11/23	310	SOUTHERN CA. EDISON	600001505934	1,543.90
	261 - GAS TAX FUND	10/11/23	310	SOUTHERN CA. EDISON	600001505934	6,235.53
	552 - WATER	10/11/23	310	SOUTHERN CA. EDISON	600001505934	30,135.31
	553 - SEWER	10/11/23	310	SOUTHERN CA. EDISON	600001505934	547.77
	553 - SEWER	10/11/23	310	SOUTHERN CA. EDISON	WWTP-23611 RD 196	4,263.43
	556 - VITA-PAKT	10/11/23	310	SOUTHERN CA. EDISON	600001505934	310.60
	883 - SIERRA VIEW ASSESSMENT	10/11/23	310	SOUTHERN CA. EDISON	600001505934	285.09
	884 - HERITAGE ASSESSMENT DIST	10/11/23	310	SOUTHERN CA. EDISON	600001505934	110.52
	886 - SAMOA	10/11/23	310	SOUTHERN CA. EDISON	600001505934	13.84
	887 - SWEETBRIER TOWNHOUSES	10/11/23	310	SOUTHERN CA. EDISON	600001505934	24.99
	888 - PARKSIDE	10/11/23	310	SOUTHERN CA. EDISON	600001505934	94.81
	889 - SIERRA VISTA ASSESSMENT	10/11/23	310	SOUTHERN CA. EDISON	600001505934	204.11
	890 - MAPLE VALLEY ASSESSMENT	10/11/23	310	SOUTHERN CA. EDISON	600001505934	100.53
	891 - PELOUS RANCH	10/11/23	310	SOUTHERN CA. EDISON	600001505934	492.50

24688						\$63.21
	101 - GENERAL FUND	10/11/23	6551	CHARTER COMMUNICATI	106076601091423	63.21
24689						\$4,506.34
	101 - GENERAL FUND	10/11/23	6146	SUPERION, LLC	INVOICE#5/12	1,126.58
	552 - WATER	10/11/23	6146	SUPERION, LLC	INVOICE#5/12	1,126.59
	553 - SEWER	10/11/23	6146	SUPERION, LLC	INVOICE#5/12	1,126.59
	554 - REFUSE	10/11/23	6146	SUPERION, LLC	INVOICE#5/12	1,126.58
24690						\$166.00
	552 - WATER	10/11/23	1183	SWRCB	ENFORCEMENT ACTIVIT	166.00
24691						\$13,105.54
	101 - GENERAL FUND	10/11/23	518	TCAG	MEASURE R JULY 2023	13,105.54
24692						\$13,105.54
	101 - GENERAL FUND	10/11/23	518	TCAG	MEASURE R OCT. 2023	13,105.54
24693						\$1,628.25
	400 - WELLNESS CENTER	10/11/23	7156	JESSE TORRES RODRIG	BAND-FOOD TRUCK TAK	1,628.25
24694						\$1,334.17
	101 - GENERAL FUND	10/11/23	144	THE GAS COMPANY	185 N GALE HILL	19.06
	101 - GENERAL FUND	10/11/23	144	THE GAS COMPANY	140 N MIRAGE	34.50
	101 - GENERAL FUND	10/11/23	144	THE GAS COMPANY	139 N SWEETBRIAR BB	19.06
	400 - WELLNESS CENTER	10/11/23	144	THE GAS COMPANY	740 SEQUOIA POOL	1,206.14
	400 - WELLNESS CENTER	10/11/23	144	THE GAS COMPANY	740 SEQUOIA-BLDG	55.41
24695						\$732.36
	101 - GENERAL FUND	10/11/23	7162	TRUCK GEAR BY LINE-	SPRAY-IN BEDLINER	732.36
24696						\$45.57
	101 - GENERAL FUND	10/11/23	3152	TUL.CO.JAIL IND.ENG	CLEAR ACRYLIC AWARD	28.21
	101 - GENERAL FUND	10/11/23	3152	TUL.CO.JAIL IND.ENG	ENGRAVED PLASTIC SI	17.36
24697						\$5,504.92
	101 - GENERAL FUND	10/11/23	5747	USA STAFFING INC.	10/1/23 HR-ARTESIA	571.12
	101 - GENERAL FUND	10/11/23	5747	USA STAFFING INC.	9/17/23 HR-ARTESIA	514.08
	101 - GENERAL FUND	10/11/23	5747	USA STAFFING INC.	9/24/23 HR-ARTESIA	556.92
	101 - GENERAL FUND	10/11/23	5747	USA STAFFING INC.	9/24/23 FD-MARIA M.	223.20
	101 - GENERAL FUND	10/11/23	5747	USA STAFFING INC.	9/17/23 PS-DANA G.	892.80
	101 - GENERAL FUND	10/11/23	5747	USA STAFFING INC.	9/24/23 PS-DANA G.	892.80
	101 - GENERAL FUND	10/11/23	5747	USA STAFFING INC.	10/1/23 CS-SYDNEY M	201.60
	101 - GENERAL FUND	10/11/23	5747	USA STAFFING INC.	9/24/23 CS-SYDNEY M	982.80
	552 - WATER	10/11/23	5747	USA STAFFING INC.	9/24/23 FD-MARIA M.	223.20
	553 - SEWER	10/11/23	5747	USA STAFFING INC.	9/24/23 FD-MARIA M.	223.20
	554 - REFUSE	10/11/23	5747	USA STAFFING INC.	9/24/23 FD-MARIA M.	223.20
24698						\$83.60
	553 - SEWER	10/11/23	356	USA BLUEBOOK	FILTER PAPER	83.60
24699						\$75.00
	400 - WELLNESS CENTER	10/11/23	5912	YVETTE DURAN	SEPTEMBER POUND CLASS	75.00
EDD106						\$4,458.44
	101 - GENERAL FUND	10/10/23	687	STATE OF CALIFORNIA	EDD PR PD 10/06/23	4,458.44
IMP930						\$6,754.00
	779 - 00-HOME-0487	10/03/23	2784	CITY OF LINDSAY - IMPOUND	REIMB JULY-SEPT2023	6,754.00
IRS106						\$36,739.65
	101 - GENERAL FUND	10/10/23	2011	INTERNAL REVENUE SE	941 PR PD 10/06/23	12,216.67
	101 - GENERAL FUND	10/10/23	2011	INTERNAL REVENUE SE	941 PR PD 10/06/23	24,522.98
PPA923						\$1,448.03
	101 - GENERAL FUND	10/02/23	457	PUBLIC EMPLOYEES RE	26330 CTPD PPA SEIU	483.18
	101 - GENERAL FUND	10/02/23	457	PUBLIC EMPLOYEES RE	26330 MBPD PPA SEIU	466.89
	101 - GENERAL FUND	10/02/23	457	PUBLIC EMPLOYEES RE	433 CTPD PPA SEIU	256.22
	101 - GENERAL FUND	10/02/23	457	PUBLIC EMPLOYEES RE	433 MBPD PPA SEIU	134.29
	101 - GENERAL FUND	10/02/23	457	PUBLIC EMPLOYEES RE	PPA R HEINKS	29.17
	101 - GENERAL FUND	10/02/23	457	PUBLIC EMPLOYEES RE	PPA R HEINKS	78.28
PPA923						\$265.77
	101 - GENERAL FUND	10/02/23	457	PUBLIC EMPLOYEES RE	PPA CANNON,AVINA,QU	97.33
	101 - GENERAL FUND	10/02/23	457	PUBLIC EMPLOYEES RE	PPA CANNON,AVINA,QU	168.44
SRV923						\$37,829.61
	101 - GENERAL FUND	10/02/23	457	PUBLIC EMPLOYEES RE	25354 CTPD 9/03-9/1	3,970.91
	101 - GENERAL FUND	10/02/23	457	PUBLIC EMPLOYEES RE	25354 MBPD 9/03-9/1	864.21
	101 - GENERAL FUND	10/02/23	457	PUBLIC EMPLOYEES RE	25355 MBPD 9/03-9/1	3,168.25
	101 - GENERAL FUND	10/02/23	457	PUBLIC EMPLOYEES RE	26330 CTPD 9/03-9/1	2,634.32
	101 - GENERAL FUND	10/02/23	457	PUBLIC EMPLOYEES RE	26330 MBPD 9/03-9/1	2,658.32
	101 - GENERAL FUND	10/02/23	457	PUBLIC EMPLOYEES RE	433 CTPD 9/03-9/16	7,481.56
	101 - GENERAL FUND	10/02/23	457	PUBLIC EMPLOYEES RE	433 MBPD 9/03-9/16	3,678.64
	101 - GENERAL FUND	10/02/23	457	PUBLIC EMPLOYEES RE	434 CTPD 9/03-9/16	9,783.00
	101 - GENERAL FUND	10/02/23	457	PUBLIC EMPLOYEES RE	434 MBPD 9/03-9/16	3,590.40

SUMMARY BY FUNDING SOURCE

101 - GENERAL FUND	186,916.89
261 - GAS TAX FUND	11,580.96
263 - TRANSPORTATION	961.40
400 - WELLNESS CENTER	8,143.61
552 - WATER	78,795.39
553 - SEWER	14,012.65
554 - REFUSE	2,391.49
556 - VITA-PAKT	1,740.44
600 - CAPITAL IMPROVEMENT	5,229.00
700 - CDBG REVOLVING LN FUND	716.11
720 - HOME REVOLVING LN FUND	57,152.60
779 - 00-HOME-0487	6,754.00
781 - CAL HOME RLF	174.04
883 - SIERRA VIEW ASSESSMENT	285.09
884 - HERITAGE ASSESSMENT DIST	110.52
886 - SAMOA	56.84
887 - SWEETBRIER TOWNHOUSES	77.99
888 - PARKSIDE	3,604.81
889 - SIERRA VISTA ASSESSMENT	2,044.11
890 - MAPLE VALLEY ASSESSMENT	100.53
891 - PELOUS RANCH	492.50
TOTAL	\$ 381,340.97



STAFF REPORT

TO: Lindsay City Council
 FROM: Edna Hubbard, Engineer Technician
 DEPARTMENT: City Services & Planning
 ITEM NO.: 11.3
 MEETING DATE: October 24, 2023

ACTION & RECOMMENDATION

Consider Minute Order Acceptance of the Downtown Lindsay Demolition and Cleanup Project as Complete and Grant City Staff Authorization to File a Notice of Completion with the County of Tulare Recorder.

Staff recommends that the City Council accept the *Downtown Lindsay Demolition and Cleanup Project* as complete and direct City Staff to file a “Notice of Completion” with the County Recorder. The 1-year warranty period will begin upon recordation.

BACKGROUND | ANALYSIS

The City Council approved Resource Environmental, Inc. as the selected contract for the Downtown Lindsay Demolition and Cleanup Project on July 11, 2023. Resource Environmental, Inc. was issued the Notice to Proceed on August 03, 2023.

The project was completed per project contract and specifications on October 16, 2023. There were no delays and no change orders that were issued.

Financial Report:

Project Budget:	\$250,000.00
Contract Amount:	\$247,000.00

The project was under budget by \$3,000.00.

FISCAL IMPACT

\$247,000.00 in expenditures sourced from the AMERICAN RESCUE PLAN ACT (ARPA) FUND.

ATTACHMENT

- Notice of Completion

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Lindsay
City Clerk
P.O. Box 369
Lindsay, CA 93247

(Downtown Lindsay Demolition and Cleanup Project)

Space above this line for Recorder's Use

NOTICE OF COMPLETION

Notice Pursuant to Civil Code Section 3093 must be filed within 10 days after completion.

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below on the property being herein described:

2. The full name of the owner is: City of Lindsay

3. The full address of the owner is: 251 E. Honolulu

Lindsay, CA 93247

4. The nature of the interest or estate of the owner is "IN FEE"
(If other than fee, strike "In Fee" and insert, for example "purchaser under contract of purchase, "or "lessee")

5. The full names & addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common, are

NAMES ADDRESSES

6. Work improvement on the property hereinafter described was completed on October 16, 2023. The Work done included the demolition of the remaining structures from a fire located at 100 E. Honolulu Street & 122 E. Honolulu Street in Lindsay, CA.

7. The name of the Contractor, if any, for such work or improvement was Resource Environmental, Inc.

8. The property on which said improvement was completed is in the City of LINDSAY, County of TULARE, State of California, and is described as follows: Downtown Lindsay Demolition and Cleanup Project

9. The address of said property is 100 E. Honolulu Street, Lindsay, CA 93247 & 122 E. Honolulu Street, Lindsay, CA 93247

Dated: _____

Verification for Individual Owner
Signature of owner or corporate officer of
owner named in paragraph 2 or his agent

VERIFICATION

I, the undersigned, say: I am the "CITY CLERK" the declarant of the foregoing Notice of Completion; I have read said
("President of", "Manager of", "A Partner of", etc.)

Notice of Completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ at Lindsay, California.
(Date of signature) (City where signed)

(Personal signature of the individual who is swearing
that the contents of the notice of completion are true.)



STAFF REPORT

TO: Lindsay City Council
FROM: Francesca Quintana, City Clerk & Assistant to the City Manager
DEPARTMENT: City Manager
ITEM NO.: 11.4
MEETING DATE: October 24, 2023

ACTION & RECOMMENDATION

Consider the Approval of Resolution No. 23-41, A Resolution of the City Council of the City of Lindsay, California Declaring the Properties at 284 East Hermosa Street (APN 205-261-014) and 116 South Elmwood Avenue (APNs 205-236-022 and 205-236-023), both in Lindsay California 93247 to be Surplus Property.

City staff recommends that the City Council pass and adopt Resolution No. 23-41, so that Staff may begin the Surplus Property declaration process in accordance with California State Law.

BACKGROUND | ANALYSIS

City Staff has received the direction to declare properties in the Lindsay downtown area as surplus property. City Staff thus brings forward a resolution to declare the City-owned properties located at 284 East Hermosa Street and 116 South Elmwood Avenue both in Lindsay California 93247 to be declared as Surplus Property.

Therefore, City Staff has begun the process to declare the land as surplus property. A summary of said process is outlined below.

- Lindsay City Council adopts a Resolution declaring the properties surplus.
- City prepares Notices of Availability (NOA) under Surplus Land Act and submits the NOAs to eligible government agencies and housing sponsors. More than one hundred entities will receive the NOAs.
- If none of the notified parties respond to the NOA within sixty (60) days of distribution, the City may negotiate with private parties for the sale of the properties.
- If one of the notified parties expresses interest in one of the properties, the City is obligated to negotiate in good faith up to ninety (90) days with that party.
- Prior to execution of one or more Purchase & Sale Agreements (PSAs) for the properties, the City must submit required information, including copies of draft PSAs, to Housing and Community Development (HCD) for review and approval. HCD will have thirty (30) days to respond.
- The City may execute the PSAs once HCD approves the sales.
- Prior to the close of escrow, an Affordability Covenant must be recorded against each of the properties to satisfy SLA requirements. The Covenant will state that if more than ten residential units are developed, not less than fifteen percent of the units must be sold or rented at affordable

housing costs. The Covenant is required regardless of how the properties are zoned and whether ten units may be developed on each of the properties.

FISCAL IMPACT

No fiscal impact associated with this action at this time.

ATTACHMENTS

- Resolution No. 23-41 with Exhibits



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

NUMBER 23-41

TITLE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY, CALIFORNIA DECLARING THE PROPERTIES AT 284 EAST HERMOSA STREET (APN 205-261-014) AND 116 SOUTH ELMWOOD AVENUE (APNS 205-236-022 AND 205-236-023), BOTH IN LINDSAY CALIFORNIA 93247 TO BE SURPLUS PROPERTY

MEETING At a regularly scheduled meeting of the City of Lindsay City Council held on October 24, 2023, at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

WHEREAS, the City of Lindsay (“City”) owns the properties located at 284 East Hermosa Street (APN 205-261-014) and 116 South Elmwood Avenue (APNs 205-236-022 and 205-236-023), both in Lindsay California 93247 (“Properties”); and

WHEREAS, the legal description of the property located at 284 East Hermosa Street (APN 205-261-014) is attached hereto as Exhibit “A”, the legal description of the property located at 116 South Elmwood Avenue (APNs 205-236-022 and 205-236-023) is attached hereto as Exhibit “B”, which are incorporated herein by reference; and

WHEREAS, the Properties are currently vacant and do not currently serve a purpose for the public.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lindsay hereby declares the Properties to be surplus.

RESOLVED FURTHER, the City Manager or their designee are hereby authorized and directed to send a written offer (“Surplus Property Notice”) to sell or lease the Property to those public agencies identified in Government Code Section 54222.

RESOLVED FURTHER, the City Manager or their designee shall, in accordance with surplus property provisions of the Government Code, negotiate the terms of sale or lease of the Property with any public agency that responds to the Surplus Property Notice and expresses an interest in the properties.

RESOLVED FURTHER, if no agency or entity that receives the Surplus Property Notice desires to purchase or lease the Properties or if the City is unable to successfully negotiate a sale or lease with an interested agency or entity, the City Manager or their designee is hereby authorized and directed to negotiate the sale of the Properties to one or more private parties.

RESOLVED FURTHER, the City Manager or their designee are directed to provide the Council, for its review and approval, those terms that the City Manager or their designee negotiates in accordance with this Resolution.

RESOLUTION NO. 23-41

Page 1 of 2



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

RESOLVED FURTHER, the Properties will not be sold or leased until applicable terms are approved by the City Council.

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

MEETING DATE	October 24, 2023
MOTION	
SECOND MOTION	
AYES	
ABSENT	
ABSTAIN	
NAYS	

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

FRANCESCA QUINTANA
CITY CLERK

HIPOLITO A. CERROS
MAYOR

Exhibit "A"

**Legal Description of Property Located at 284 East Hermosa Street Lindsay, California
(APN 205-261-014)**

The East 75 feet of Lots 1, 2 and 3 in Block 9, in the City of Lindsay, County of Tulare, State of California, as per Map Recorded in Book 17 Page 57 of Maps, Tulare County Records.

Exhibit “B”

**Legal Description of Property Located at 116 South Elmwood Avenue Lindsay, California
(APNs 205-236-022 and 205-236-023)**

Lots 23 through 26 of Block 16 of the Map of the Town of Lindsay Recorded in Volume 2, Page 91, dated March 1889, being a portion of Section 7, T-20-S, R-27-E, M.D.M., in the City of Lindsay, County of Tulare, State of California



STAFF REPORT

TO: Lindsay City Council
FROM: Joseph M. Tanner, City Manager
DEPARTMENT: City Manager
ITEM NO.: 11.5
MEETING DATE: October 24, 2023

ACTION & RECOMMENDATION

Consider Minute Order Authorization to Enter Into an Agreement with VL Friday Night Market for Services Regarding the Friday Night Market and Granting City Manager Authorization to Execute Any Documents Thereto.

Staff recommends that the City Council authorize the City to enter into a new agreement with VL Friday Night Market based on the direction provided by the City Council as well as the success of the Friday Night Market under the current operator.

BACKGROUND | ANALYSIS

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

At the April 11, 2023, City Council meeting, the City Council directed the City to negotiate a new contract with the existing operator, VL Friday Night Market.

The City of Lindsay has enjoyed a highly successful collaboration with VL Friday Night Market, witnessing numerous positive outcomes and benefits. Therefore, Staff recommends the City continue its partnership with VL Friday Night Market for another year commencing on *March 01, 2024, and concluding on November 15, 2024.*

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

FISCAL IMPACT

There is no direct cost to the City. Under the contract with the new operator, VL Friday Night Market, the City would receive a flat rate of \$3,000 per market session deposited into 101-GENERAL FUND.

ATTACHMENTS

- Executed Agreement Between the City and VL Friday Night Market
- Executed Addendum No.1 to Agreement Between the City and VL Friday Night Market
- Draft Agreement Between the City of Lindsay and VL Friday Night Market for Services Regarding the Friday Night Market

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

This Agreement is made and entered into as of the 28th day of February, 2022 (the "Effective Date") by and between the CITY OF LINDSAY, a municipal corporation (the "City") and the VL FRIDAY NIGHT MARKET, a private company (the "Market Operator"), duly organized and existing under and by virtue of the laws of the State of California

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

I. SCOPE OF SERVICES

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

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

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

- F. Market Operator will be granted access to public restrooms at Sweetbriar Plaza and will be responsible for fully stocking, cleaning, and managing the restrooms during the entirety of the Market session.
- G. The Market Operator shall provide appropriate and sufficient waste receptacles as needed. The Market Operator should monitor and ensure that neither Market vendors, attendees, or the general public within Market areas deposit any items into or onto storm drain inlets, planters, gutters, or grass/shrub/dirt areas.
- H. The City shall provide electricity to Market Operator through use of streetscape outlets and outlets in the "Mercado" area for a pro-rated \$250 monthly fee payable to the City. Additionally, the Market Operator shall provide the City with a security deposit in the amount of one-thousand dollars (\$1,000.00) payable to the City prior to the first market to the season. Said deposit shall be applied to any costs incurred by the City for necessary repairs or replacements of the streetscape outlets and outlets in the "Mercado" area.
- I. The Market Operator will ensure streetscape outlets are not utilized for high-voltage equipment exceeding 20 amps. Damages to streetscape outlets and outlets in the "Mercado" area due to actions and/or negligent supervision of the Market Operator and/or activities of Market vendors or Market attendees shall be the sole responsibility of the Market Operator to repair or replace or reimburse the City for costs associated with necessary repairs or replacements.
- J. Market Operator shall be responsible for providing additional safety lighting.
- K. Upon vendor set up and periodically during the Market event, all Market-affected areas shall be inspected by Market Operator staff for dangerous conditions and/or hazards, hidden or otherwise. Market Operator staff shall make reasonable efforts to repair and/or notify the City of any dangerous or hazardous conditions immediately upon their discovery. Under no circumstances shall the Market Operator permit the Market vendors, attendees, or the public more generally to be in proximity of a known hazard.
- L. Sidewalks affected by Market activities and other affected areas as identified by the City shall be pressure-washed prior to the first Market of the season and monthly thereafter throughout the Market season. A final pressure-washing of sidewalks affected by Market activities and other affected areas as identified by the City shall occur following the last market of the season. This process shall be evaluated by the City and the schedule confirmed or adjusted in frequency and scope as needed.
- M. Market Operator shall ensure all public pathways including sidewalks are kept clear of obstructions such as electrical cords or debris.
- N. Market Operator shall submit to the City for approval a Security Plan for Market vendors and attendees.

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

II. TERM OF AGREEMENT

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

III. GENERAL PROVISIONS

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

IV. REVENUE SHARE

Market Operator shall pay the City a flat rate of two-thousand and five hundred dollars (\$2,500.00) per Market session.

V. LICENSE, PERMITS, FEES AND ASSESSMENTS

The Market Operator shall obtain such licenses, permits and approvals (collectively the "Permits") as may be required by law for the performance of the work and services relating to the Market.

VI. PERSONNEL

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

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

VII. NON-ASSIGNMENT

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

VIII. INSURANCE

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

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

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

A. Minimum Limits of Insurance

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

1. **Commercial General Liability Insurance.** MARKET OPERATOR shall maintain commercial general liability (CGL) with a limit of not less than \$1,000,000 each occurrence/\$1,000,000 in the annual aggregate.
2. **Business Auto Liability Insurance.** MARKET OPERATOR shall maintain business auto liability with a limit of not less than \$1,000,000 each accident.
3. **Workers' Compensation and Employer's Liability Insurance.** Market Operator shall maintain workers' compensation insurance as required by the State of California and Employer's Liability Insurance in the amount of \$1,000,000 per accident for bodily injury or disease.
4. **Property Damage.** Market Operator shall maintain broad form property damage insurance, to include fire legal liability with a limit of not less than \$50,000 per occurrence.

B. Workers' Compensation and Employer's Liability

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

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

C. Acceptability of Insurers

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

D. Verification of Coverage

Market Operator shall furnish the City of Lindsay with original certificates and amendatory endorsements effecting coverage required by this section. The certificates and endorsements for each policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements should be on forms provided by the City or on other than the City's forms, provided those forms and endorsements conform to the requirements. All certificates and endorsements are to be received and approved by the City before work

commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

E. Sub-Contractors

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

IX. INDEMNIFICATION

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

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

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

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

X. GOVERNING LAW

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

jurisdiction of such courts and waive any other venue to which either Party might be entitled by domicile or otherwise.

XI. ATTORNEYS' FEES

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

XII. SEVERABILITY; NO WAIVER

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

XIII. ENTIRE AGREEMENT; ETC.

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

XIV. COUNTERPARTS; AUTHORITY TO SIGN

This Agreement may be executed in any number of counterparts, each of which will constitute an original and all of which, when taken together, will constitute one agreement. Any signature pages of this Agreement transmitted by facsimile or sent by email in portable document format (PDF) will have the same legal effect as an original executed signature page. Each of the

persons signing on behalf of a Party hereto represents that they have the right and power to execute this Agreement on such Party's behalf.

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

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

CITY OF LINDSAY:

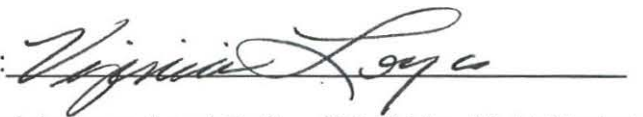
City of Lindsay
251 E. Honolulu St.
Lindsay, CA 93247

By: 
Joseph Tanner, City Manager


City Clerk

VL FRIDAY NIGHT MARKET:

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

By: 
Virginia Loya, Lead Entity of VL Friday Night Market

APPROVED AS TO FORM:

DocuSigned by:
 3/1/2022
4C60E034B6D14FA
City Attorney

Friday Night Market Boundaries



Legend

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



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

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

By: *Joe Tanner*
Joe Tanner (Mar 2, 2023 08:46 PST)
Joseph M. Tanner, City Manager

Date: Mar 2, 2023

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

By: *Virginia Loya*
Virginia Loya (Mar 2, 2023 10:03 PST)
Virginia Loya, Lead Entity of
VL Friday Night Market

Date: Mar 2, 2023

**ADDENDUM NO. 1 TO
AGREEMENT BETWEEN THE CITY OF LINDSAY AND VL FRIDAY
NIGHT MARKET FOR
SERVICES REGARDING THE FRIDAY NIGHT MARKET**

The following terms and conditions are hereby incorporated in and made part of the Services Agreement entered into on February 28, 2022 by and between the City of Lindsay and VL Friday Night Market.

Whereas, the parties to the Services Agreement wish to extend the term of the agreement for an additional one year and therefore agree that the Services Agreement is amended as follows:

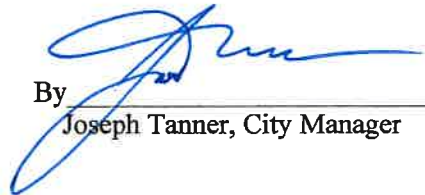
II. TERM OF AGREEMENT

The term of the Agreement shall commence on the effective date and continue for a period of one (1) year from the date listed below, and subject to extension if circumstances necessitate it and Parties agree to it in writing.


IN WITNESS WHEREOF, the parties hereto have caused this Addendum No. 1 to be executed on 14 day of January, 2023.

February

CITY OF LINDSAY

By 
Joseph Tanner, City Manager

ATTEST:

By 
City Clerk

VL Friday Night Market

By 
Virginia Loya, Lead Entity of VL Friday
Night Market

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

This Agreement is made and entered into as of the ____ day of _____, 2023 (the “Effective Date”) by and between the CITY OF LINDSAY, a municipal corporation (the “City”) and the VL FRIDAY NIGHT MARKET, a private company (the “Market Operator”), duly organized and existing under and by virtue of the laws of the State of California

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

I. SCOPE OF SERVICES

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

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

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

- F. Market Operator will be granted access to public restrooms at Sweetbriar Plaza and will be responsible for fully stocking, cleaning, and managing the restrooms during the entirety of the Market session.
- G. The Market Operator shall provide appropriate and sufficient waste receptacles as needed. The Market Operator should monitor and ensure that neither Market vendors, attendees, or the general public within Market areas deposit any items into or onto storm drain inlets, planters, gutters, or grass/shrub/dirt areas.
- H. The City shall provide electricity to Market Operator through use of streetscape outlets and outlets in the “Mercado” area for a pro-rated \$250 monthly fee payable to the City. Additionally, the Market Operator shall provide the City with a security deposit in the amount of one-thousand dollars (\$1,000.00) payable to the City prior to the first market to the season. Said deposit shall be applied to any costs incurred by the City for necessary repairs or replacements of the streetscape outlets and outlets in the “Mercado” area.
- I. The Market Operator will ensure streetscape outlets are not utilized for high-voltage equipment exceeding 20 amps. Damages to streetscape outlets and outlets in the “Mercado” area due to actions and/or negligent supervision of the Market Operator and/or activities of Market vendors or Market attendees shall be the sole responsibility of the Market Operator to repair or replace or reimburse the City for costs associated with necessary repairs or replacements.
- J. Market Operator shall be responsible for providing additional safety lighting.
- K. Upon vendor set up and periodically during the Market event, all Market-affected areas shall be inspected by Market Operator staff for dangerous conditions and/or hazards, hidden or otherwise. Market Operator staff shall make reasonable efforts to repair and/or notify the City of any dangerous or hazardous conditions immediately upon their discovery. Under no circumstances shall the Market Operator permit the Market vendors, attendees, or the public more generally to be in proximity of a known hazard.
- L. Sidewalks affected by Market activities and other affected areas as identified by the City shall be pressure-washed prior to the first Market of the season and monthly thereafter throughout the Market season. A final pressure-washing of sidewalks affected by Market activities and other affected areas as identified by the City shall occur following the last market of the season. This process shall be evaluated by the City and the schedule confirmed or adjusted in frequency and scope as needed.
- M. Market Operator shall ensure all public pathways including sidewalks are kept clear of obstructions such as electrical cords or debris.
- N. Market Operator shall submit to the City for approval a Security Plan for Market vendors and attendees.

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

II. TERM OF AGREEMENT

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

III. GENERAL PROVISIONS

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

IV. REVENUE SHARE

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

V. LICENSE, PERMITS, FEES AND ASSESSMENTS

The Market Operator shall obtain such licenses, permits and approvals (collectively the "Permits") as may be required by law for the performance of the work and services relating to the Market.

VI. PERSONNEL

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

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

VII. NON-ASSIGNMENT

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

VIII. INSURANCE

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

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

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

A. Minimum Limits of Insurance

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

- 1. Commercial General Liability Insurance.** MARKET OPERATOR shall maintain commercial general liability (CGL) with a limit of not less than \$1,000,000 each occurrence/\$1,000,000 in the annual aggregate.
- 2. Business Auto Liability Insurance.** MARKET OPERATOR shall maintain business auto liability with a limit of not less than \$1,000,000 each accident.
- 3. Workers' Compensation and Employer's Liability Insurance.** Market Operator shall maintain workers' compensation insurance as required by the State of California and Employer's Liability Insurance in the amount of \$1,000,000 per accident for bodily injury or disease.
- 4. Property Damage.** Market Operator shall maintain broad form property damage insurance, to include fire legal liability with a limit of not less than \$50,000 per occurrence.

B. Workers' Compensation and Employer's Liability

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

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

C. Acceptability of Insurers

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

D. Verification of Coverage

Market Operator shall furnish the City of Lindsay with original certificates and amendatory endorsements effecting coverage required by this section. The certificates and endorsements for each policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements should be on forms provided by the City or on other than the City's forms, provided those forms and endorsements conform to the requirements.

All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

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Superior Court for the State of California, County of Tulare, or the U.S. District Court for the Central District of California, Western Division. The Parties hereby submit to the exclusive jurisdiction of such courts and waive any other venue to which either Party might be entitled by domicile or otherwise.

XI. ATTORNEYS' FEES

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

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

XIII. ENTIRE AGREEMENT; ETC.

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

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This Agreement may be executed in any number of counterparts, each of which will constitute an original and all of which, when taken together, will constitute one agreement. Any signature pages of this Agreement transmitted by facsimile or sent by email in portable document format

(PDF) will have the same legal effect as an original executed signature page. Each of the persons signing on behalf of a Party hereto represents that they have the right and power to execute this Agreement on such Party's behalf.

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

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

CITY OF LINDSAY:

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

By: _____

Joseph Tanner, City Manager

City Clerk

VL FRIDAY NIGHT MARKET:

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

By: _____

Virginia Loya, Lead Entity of VL Friday Night Market

APPROVED AS TO FORM:

City Attorney

Friday Night Market Boundaries



- ## Legend
- Market Boundaries
 - Northern Portion of Street
 - Public Parking Lot
 - Downtown Fire Site
- Allowed Uses:
- Market eating & seating area
 - Market vendor space
 - *No heavy vehicles allowed*



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

City of Lindsay:

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

By: _____
Joseph M. Tanner, City Manager

Date: _____

VL Friday Night Market:

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

By: _____
Virginia Loya, Lead Entity of
VL Friday Night Market

Date: _____



STAFF REPORT

TO: Lindsay City Council
FROM: Neyba Amezcua, Director of City Services & Planning
DEPARTMENT: City Services & Planning
ITEM NO.: 12.1
MEETING DATE: October 24, 2023

ACTION & RECOMMENDATION

First Reading of Ordinance No. 613, An Ordinance of the City Council of the City of Lindsay Approving a Development Agreement Between the City of Lindsay and NFDI LLC, a Nevada Limited Liability Company, and Alta Vista Holdings, LLC, a California Limited Liability Company (Collectively “Developer”), Governing the Planned Unit Development (PUD) No. 23-01, O’Hara’s Ranch Subdivision and Authorization to Waive Full Reading of Said Ordinance and Authorize Reading by Title Only.

Based on the analysis of the project, City Staff recommends that the City Council approve the housing development agreement for the O’Hara’s Ranch Subdivision project, subject to the conditions and mitigations outlined within the agreement.

BACKGROUND | ANALYSIS

This staff report provides a comprehensive analysis and recommendation for the approval of a housing development agreement for the O’Hara’s Ranch Subdivision proposed by NFDI LLC and ALTA VISTA HOLDINGS, LLC. The project is located at 791 W. Tulare Rd, Lindsay CA. APN’s: 201-170-010, 201-180-013, and 199-050-017 and encompasses the construction of 145 Planned Unit Development residential homes on a 27.12-acre property.

Development agreements are vital tools for guiding and managing development projects within the City. They allow for a structured process of negotiation between the City and developers, ensuring that projects align with community needs, regulations, and goals.

The O’Hara’s Ranch project has been under review for the past year, and it complies with the City's Comprehensive Plan and zoning regulations. The developer, NFDI LLC and Alta Vista Holdings, LLC, have demonstrated a commitment to sustainable and responsible development in our community. Therefore, it was agreed that in addition to the improvements required to facilitate the Project, the Developer will contribute to the costs of the City Water Facilities. This is an agreed upon fee as a contribution to our water system. The water facility payment is set on the development agreement for \$1,500 per lot, payable at the time of the Final Map recordation for each phase based on the number of lots contained in the Final Map for such phase. Payment for all lots within a phase will be due in full at the time of Final Map recordation for that phase.

The housing development proposal aligns with the City's strategic goals of increasing housing stock to address our growing population. It adheres to the zoning regulations for residential development in this area and demonstrates a well-thought-out site plan that integrates with the existing neighborhood.

The project complies with all local, state, and federal laws, including the zoning code, environmental regulations, and building codes.

FISCAL IMPACT

Development Agreement fee revenues would be \$8,338.00 sourced into the 101-GENERAL FUND. Water Facility Payment fee revenues of \$1,500 per lot will also be collected and sourced into the WATER FUND.

ATTACHMENTS

- Development Agreement Draft
- Resolution 23-14
- Newspaper Notice of Public Hearing 613
- Ordinance No. 613

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CITY OF LINDSAY
CITY CLERK'S OFFICE
PO BOX 369
LINDSAY, CA 93247

(Space Above This Line Reserved For Recorder's Use)

**DEVELOPMENT AGREEMENT
NO. 23-01 BY AND BETWEEN**

CITY OF LINDSAY

AND

NFDI LLC AND ALTA VISTA HOLDINGS II, LLC

AND

THIS DEVELOPMENT AGREEMENT (“Agreement”) is entered into as of _____, 2023 by and between NFDI LLC, a Nevada Limited Liability Company, and Alta Vista Holdings II, LLC, a California limited liability company, (collectively “Developer”), and the City of Lindsay, (“City”), pursuant to California Government Code § 65864, et seq. There are no other parties to this Agreement

RECITALS

A. Statutory Authority. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California has enacted California Government Code § 65864, et seq. (the “Development Agreement Statute”), which authorizes the City to enter into an agreement with any persons and entities having a legal or equitable interest in real property regarding the development of such property, to provide for the development of such property and establish certain development rights therein.

B. Pursuant to the Development Agreement Statute, the City Council has adopted rules and regulations for considering and processing development agreements that are set forth in City Resolution 23-18. This Agreement has been processed, considered and executed in accordance with the procedures and requirements as set forth in the Development Agreement Statute and City Resolution 23-18.

C. Developer represents that, as of the recordation of this Agreement, it will have the legal or equitable interest to land consisting of approximately twenty-seven and 12/100 (27.12) gross acres, as shown on the attached map attached hereto as Exhibit A, and legally described in Exhibit B (the “Property”).

D. In addition to this Agreement and consolidated conditions of approval attached and incorporated hereto as Exhibit C (“Conditions of Approval”) the Property is subject to subject to the following land use plans and entitlements (“Project Approvals”)

1. On May 9, 2023, the City Council adopted Resolution No. 23-14, approving Tentative Subdivision Map Tract 6250 and Planned Unit Development No. 2023-01 and related conditions of approval, which set forth the infrastructure obligation and conditions related to the development and build out of 145 residential lots on 27.12 acres.
2. On May 9, 2023, the City Council adopted Resolution No. 23-14, approved an Initial Study/Mitigated Negative Declaration in connection with the approval of the Tentative Subdivision Map Tract 6250 and Planned Unit Development No. 2023-01.

E. Developer proposes to develop the Property into one hundred forty-five (145) residential lots and related public improvements, including streets, sidewalks, street lights and utilities, see Exhibit A and B. The final subdivision map will provide dedications for all public improvements in conformance with the provisions of this Agreement, Conditions of Approval, Project Approvals, and Subsequent approvals (defined below).

F. Subject to the approval of this Agreement, City and Developer understand that additional land use approvals, entitlement and permits may be necessary to implement the Project. The Subsequent Approvals will include, but may not be limited to, a Subdivision Improvement Agreement and a Reimbursement Agreement.

G. In addition to the improvements required to facilitate the Project, the Developer also agrees to contribute to the costs of the City Water Facilities in accordance with the terms of this Agreement.

H. The City finds that the development of the Project in accordance with this Agreement, the Project Approvals, and Subsequent Approvals will provide for orderly growth within the City consistent with the goals, policies and provision of the General Plan.

I. In exchange for these benefits to the City, together with the public benefits that will result from the development of the Project pursuant to the Conditions of Approval, Project Approvals and Subsequent Approvals, Developer seeks assurance that it may proceed with the Development of the Project in accordance with the terms and conditions of this Agreement.

J. Vesting of rights in exchange for the benefits to City described in the preceding Recitals, together with the other public benefits that will result from the development of the Project, Developer will receive by this Agreement assurance that it may proceed with the Project in accordance with all applicable laws, and may in the future apply for and obtain subsequent approvals consistent with this Agreement, and therefore desires to enter into this Agreement. The Project is vested with the right to develop the Property consistently with the General Plan and Zoning Code at the time of Project Approval. Per Section 6.B. of the City Resolution 23-18, regulations governing permitted uses of land, density, design, improvement and construction standards and specifications applicable to development of the Property are the regulations in force at the time of the execution of this Agreement. This Agreement shall not, however, prevent the City from applying new rules, regulations, and policies which do not conflict with the terms of this Agreement, nor shall this Agreement prevent the City from denying or conditionally approving any subsequent development project application on the basis of such existing or new rules, regulations, or policies. Also, in accordance with Section 6.C. of City Resolution 23-18, if changes in federal or state laws or regulations, which are enacted after execution of this Agreement, prevent or preclude compliance with one (1) or more provisions of this Agreement, such provisions shall be modified or suspended as necessary to comply with such federal or state laws or regulations.

K. Consistency with General Plan and Zoning Code. The City after conducting all duly noticed public

hearings, has found that this Agreement is consistent with the General Plan and Zoning Code.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth herein, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1. DEFINITIONS

Section 1.01. “Agreement” means this Development Agreement entered into by and between the City and Developer related to the development know as O’Hara Ranch Tentative Subdivision Tract 6250.

Section 1.02 “City” shall mean the City of Lindsay, a California municipal corporation.

Section 1.03 “City Council” shall mean the City Council of the City of Lindsay.

Section 1.04 “City Code” shall mean the Lindsay Municipal Code.

Section 1.05. “City Manager” shall mean the City Manager of the City of Lindsay.

Section 1.06. “Conditions of Approval” shall mean the consolidated conditions of approval for the Project, attached and incorporated hereto as Exhibit __ in connection with Resolution No. 23.14.

Section 1.07. “Project Approvals” shall mean the Tentative Subdivision Map approval, the Planned Unit Development approval, and the Final Map Approval.

Section 1.08. “Subsequent Approvals” shall mean all future entitlements sought by Developer, or their successors/transferees in interest that are required for the Project’s development.

Section 1.09. Other Miscellaneous Terms. For the purposes of this Agreement, the singular shall include the plural; the masculine gender shall include the feminine; “shall” or “will” are mandatory; “may” is permissive. If there is more than one signer of this Agreement, the signer obligations are joint and several.

ARTICLE 2. EFFECTIVE DATE

Section 2.01. Effective Date. This Agreement shall become effective as of _____, 2023 (“Effective Date”) and shall expire on _____, 2033.

ARTICLE 3. OBLIGATIONS OF DEVELOPER

Section 3.01. Obligations of Developer Generally. In consideration of the City entering into this Agreement, Developer agrees that it will comply with this Agreement and with all Project Approvals and Subsequent Approvals related to the Project. An express condition to City’s issuance of any permits to or for the benefit of the Project shall be the construction of those public infrastructure improvements that are required through this Agreement, Conditions of Approval, Project Approvals, or Subsequent Approvals. The parties acknowledge and agree that City’s agreement to perform and abide by the covenants and obligations of City set forth in this Agreement is a material consideration for Developer's agreement to perform and abide by its long-term covenants and obligations, as set forth herein.

Section 3.02. Water Facility Payment. Developer shall pay to City one thousand five hundred dollars (\$1,500) per lot, payable at the time of the Final Map recordation for each phase to be based on the number

of lots contained in the Final Map for such phase. Payment for all lots within a phase will be due in full at the time of Final Map recordation for that phase.

Section 3.03 Impact Fees. Developer agrees to pay development fees for Water Acreage, Sewer Acreage, Storm Drain Acreage, and Parkland, as shown in the attached fee schedule Exhibit D at the time of Final Map recordation, based on the number of lots or acreage contained in the Final Map.

Section 3.04. Indemnification.

A. Indemnity.

(1) Except to the extent caused by the intentional misconduct or negligent acts, errors or omissions of City or one or more of City's officials, employees, agents, attorneys, or contractors (collectively "City Affiliated Parties") Developer shall indemnify, defend, and hold harmless City and its elected or appointed officials, officers, employees, agents, representatives, and independent contractors (collectively "Indemnified Parties") from and against all claims, demands, actions, injuries, liabilities, losses, costs or damages, direct or indirect, and any and all attorneys' fees and other expenses which the Indemnified Parties, or any of them, may sustain or incur as a consequence of or in any way related to Developer's negligence, recklessness, or willful misconduct or its failure to perform or comply with any of its obligations or responsibilities contained in this Agreement, including, without limitation, the design and construction of infrastructure improvements required pursuant to this Agreement, Conditional of Approval, the Project Approvals, or Subsequent Approvals.

(2) Developer's obligation to indemnify, defend, and hold harmless shall survive expiration or termination of this Agreement.

(3) Nothing in this section shall be construed to mean that Developer shall defend, indemnify, release or hold harmless the Indemnified Parties from any claims of personal injury, death or property damage arising from, or alleged to arise from: (i) maintenance or repair by Indemnified Parties of the infrastructure improvements for which City is responsible; or (ii) the Indemnified Parties' negligence or willful misconduct.

(4) Following the execution of an Assignment and Assumption Agreement in connection with a transfer concerning less than the entire Property, owners of the resulting portions of the Property shall be severally, but not jointly, liable for Developer's obligations under this section only to the extent that such obligations relate to their respective portions of the Property.

B. Attack of Proceedings. To the fullest extent permitted by law, Developer shall defend, indemnify, and hold harmless the Indemnified Parties, and each of them, from any claim, action, or proceeding against the Indemnified Parties, or any of them, to attack, set aside, void, or annul an approval of City of this Agreement, Project Approvals, Subsequent Approvals, or any other approval required for development of the Project.

C. Effect of Insurance. Developer's obligation to defend, indemnify and hold the Indemnified Parties, and each of them, harmless under the provisions of this section is not limited to or restricted by any requirement in this Agreement for Developer to procure and maintain insurance coverage.

D. Defense of Claim. If any such claim, action, or proceeding is brought against the Indemnified Parties, or any of them, Developer shall, at City's election, defend City at Developer's sole expense by counsel satisfactory to City or, upon demand, pay any and all of City's legal fees should City

elect to utilize its own legal counsel.

E. Notice of Claim. City shall promptly notify Developer of any claim, action, or proceeding against the Indemnified Parties, or any of them, relating to the performance, or omission to perform, any term or condition of this Agreement. The Indemnified Parties shall cooperate fully in the defense of such claim, action, or proceeding.

ARTICLE 4. OBLIGATIONS OF CITY

Section 4.01. Obligations of the City Generally. For consideration of Developer entering into this Agreement, City agrees that it will comply with the terms and conditions of this Agreement. The parties acknowledge and agree that Developer's agreement to perform and abide by its covenants and obligations set forth in this Agreement, including Developer's decision to process the siting of the Project in the City, is a material consideration for the City's agreement to perform and abide by the long term covenants and obligations of the City, as set forth herein.

Section 4.02 Water Availability. City agrees to issue to the Developer a Water Will Serve letter for the entirety of the subdivision upon the execution of the Development Agreement. City estimates that it will have sufficient water supply to service the Project unless significant unforeseen circumstances arise.

Section 4.03. Protection of Vested Rights. To the maximum extent permitted by law, City observe the vested rights provided by this Agreement to Developer over the term of this Agreement.

ARTICLE 5. COOPERATION - IMPLEMENTATION

Section 5.01. Processing Application for Subsequent Approvals. By entering into this Agreement, City has made a final policy decision that the Project and the contributions to public improvements is in the best interests of the public health, safety and general welfare. Accordingly, City shall not use its discretionary authority in considering any application for a Subsequent Approval to change the policy decisions reflected by the Project Approvals or otherwise to prevent or delay development of the Project; provided however, City shall not be prevented from adhering to the provisions of Section 6.B. and 6.C. of City Resolution 23-18.

ARTICLE 6. AMENDMENT

Section 6.01. Amendment of This Agreement. This Agreement may be amended from time to time by mutual written consent of the parties hereto or their successors in interest in accordance with Government Code Sections 65865.1, 65867, 65867.5 and 65868.

ARTICLE 7. ASSIGNMENT, TRANSFER AND NOTICE

Section 7.01.

A. Developer shall have the right under this Agreement to assign its rights, interests, and obligations hereunder, and they may be transferred, sold, or assigned in conjunction with the transfer, sale, or assignment of all or a portion of the Property at any time during the term of this Agreement. However, no transfer, sale, or assignment of all or any portion of the rights, interests or obligations hereunder shall occur without the prior written notice to City and approval by the City Council, which approval shall not be unreasonably withheld or delayed. The City Council shall consider and decide the matter after written notice is provided to the City Manager by Developer, and receipt by the City Council of all necessary documents, certifications, and any other information reasonably required by the City Council to decide the matter.

Approval by the City Council shall be for the purposes of: (i) providing written notice to City; (ii) assuring that all obligations of Developer are allocated as between Developer and the proposed purchaser, transferee, or assignee if any obligations are being retained by Developer; (iii) assuring City that the proposed purchaser, transferee, or assignee is capable of satisfactorily performing the obligations hereunder; and (iv) assuring City that if only a portion of the rights, interests, and obligations hereunder are being transferred, sold, or assigned, said transfer, sale, or assignment will not interfere with the orderly development of the Project as established herein.

B. If Developer seeks to transfer, sell, or assign all or a portion of the rights, interests, and obligations of Developer hereunder, Developer's assignee shall execute a document ("Assignment and Assumption Agreement") reasonably satisfactory to City through which Developer and assignee acknowledge allocation of responsibilities hereunder. Upon the City Council's approval of an Assignment and Assumption Agreement, Developer shall, except as otherwise provided herein and/or except for obligations expressly retained by Developer, be released from its obligations under this Agreement with respect to the portion of the Property being transferred, sold, or assigned. Developer will remain responsible under this Agreement to the extent that Developer's responsibilities are not assigned to and assumed by an assignee or successor-in-interest of Developer.

C. The conditions and covenants set forth in this Agreement and incorporated herein shall run with the land, and the benefits and burdens shall, except as otherwise provided herein, bind and inure to the benefit of all successors-in-interest to the parties in accordance with the provisions of Section 65868.5 of the California Government Code. Each and every purchaser, assignee, or transferee of an interest in the Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary hereof and a party hereto, but only with respect to the Property, or such portion thereof, sold, assigned, or transferred to it. Any such purchaser, assignee, or transferee shall observe and fully perform all duties and obligations of Developer contained in this Agreement, as such duties and obligations pertain to the portion of the Property sold, assigned, or transferred to it.

ARTICLE 8. DEFAULT; REMEDIES; TERMINATION

Section 8.01. Defaults. Any failure by either party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other party (unless such period is extended by mutual written consent), shall constitute a default ("Default") under this Agreement. Any notice given pursuant to the preceding sentence ("Default Notice") shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured. A party will not, however, be deemed in Default, if the nature of the failure to perform is non-monetary in nature and is such that it cannot reasonably be cured within such thirty (30) day period, and the non-performing party commences to cure the breach within such time period and diligently pursues such efforts through completion. Upon the occurrence of a Default under this Agreement, the non-defaulting party may institute legal proceedings to enforce the terms of this Agreement or, in the event of a Default, terminate this Agreement. If the breach is cured, then no Default shall exist and the noticing party shall take no further action.

Section 8.02. Force Majeure and Excusable Delay; Extension of Time of Performance. In addition to specific provisions of this Agreement, neither party shall be deemed to be in Default where delays in performance or failures to perform non-monetary obligations are due to, and a necessary outcome of, war, insurrection, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by other governmental entities (including new or supplemental environmental regulations), enactment of conflicting state or federal laws or regulations, judicial decisions, or similar basis for excusable performance which is not within the reasonable control of the party to be

excused (collectively “Force Majeure”). Litigation attacking the validity of this Agreement, or any permit, ordinance, entitlement or other action of a governmental agency other than City necessary for the development of the Project pursuant to this Agreement, shall also be deemed to create an excusable delay as to Developer (collectively “Excusable Delay”). In the event of Force Majeure or Excusable Delay, the parties shall memorialize in writing the extension of time for the performance of any obligation whose performance has been so prevented or delayed. The term of any such extension shall be equal to the period of the Excusable Delay or Force Majeure or such other period as may be mutually agreed upon by both parties.

ARTICLE 9. NO AGENCY, JOINT VENTURE OR PARTNERSHIP

It is specifically understood and agreed to by and between the parties hereto that: (i) the subject development is a private development; (ii) City has no interest or responsibilities for, or duty to, third parties concerning any improvements until such time, and only until such time, that City accepts the same; (iii) Developer shall have full power over and exclusive control of the Project herein described, subject only to the limitations and obligations of Developer under this Agreement and any the Project Approvals and applicable law; and (iv) City and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership between City and Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between City and Developer.

ARTICLE 10. MISCELLANEOUS

Section 10.01. Enforceability. City and Developer agree that, unless this Agreement is amended or terminated pursuant to the provisions of this Agreement, this Agreement shall, except as otherwise provided herein, be enforceable by any party hereto, notwithstanding any change hereafter enacted or adopted (whether by ordinance, resolution, initiative, or any other means) in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance, or any other land use ordinance or building ordinance, resolution or other rule, regulation or policy adopted by City that changes, alters or amends the rules, regulations and policies applicable to the development of the Project Site at the time of the approval of this Agreement as provided by California Government Code Section 65866.

Section 10.02. Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the parties. Notwithstanding the foregoing, if any material provision of this Agreement, or the application of such provision to a particular situation, is held to be invalid, void or unenforceable, either City or Developer may (in their sole and absolute discretion) terminate this Agreement by providing written notice of such termination to the other party.

Section 10.03. Other Necessary Acts. Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out the Project Approvals and Subsequent Approvals and to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

Section 10.04. Construction. The Parties have been represented by counsel throughout the negotiation of the Project and creation of this agreement. Counsel for both Parties have contributed to this Agreement and approved it in its final form. Therefore, both sides can be considered the drafting party, and neither party is subject to the presumption that ambiguities shall be construed against the drafting party in the interpretation or enforcement of this Agreement.

Section 10.05. Periodic Review of Compliance with Agreement. As required by Government Code Section 65865.1, the City shall conduct reviews at least once per year, as well as whenever the City deems that such a review is necessary to ensure that the Project and Developer remain in good faith compliance with this Agreement. This Agreement may be modified or cancelled if the City deems that Developer or the Project have not complied in good faith with any terms or conditions of this Agreement.

Section 10.06. Notices. Any notice or communication required hereunder between City and Developer must be in writing, and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail) by registered or certified mail (return receipt requested), or by Federal Express or other similar courier promising overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any party hereto may at any time, by giving ten (10) days written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below:

City of Lindsay
251 E. Honolulu Street
Lindsay, CA 93247
Attention: Joe Tanner, City Manager

NFDI LLC
1878 N. Mooney Blvd, Suite J
Tulare CA 93274
Attn: Greg Nunley

Alta Vista Holdings II, LLC
1118 N Chinowth St
Visalia, CA 93291
Attn: Patrick Darnell

Section 10.07. Entire Agreement, Counterparts and Exhibits. This Agreement is executed in duplicate, each of which is deemed to be an original. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters set forth herein and contains all of the covenants and agreements between the parties regarding said matters. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party which are not embodied in this Agreement and no other agreement, statement or promise shall be valid or binding.

Section 10.08. Waiver. Any waivers of the provisions of this Agreement or any breach of covenants or

conditions contained in this Agreement shall be effective only if in writing and signed by the appropriate authorities of City and Developer. A waiver of one (1) provision or breach shall not be considered as a continuing waiver, shall not constitute a waiver of any other conditions or covenants and shall not operate to bar or prevent the other party from declaring a forfeiture or exercising its rights for any succeeding breach of either the same or other condition or covenant.

Section 10.09. Recordation of Development Agreement. Pursuant to California Government Code § 65868.5, no later than ten (10) days after City enters into this Agreement, the City Clerk shall record an executed copy of this Agreement in the Official Records of Tulare County.

Section 10.10. No Third-Party Beneficiaries. No person or entity shall be deemed to be a third- party beneficiary hereof and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than City and Developer any rights, remedies, obligations or liabilities under or by reason of this Agreement.

Section 10.11. Titles of Parts and Sections. Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of this Agreement's provisions.

Section 10.12. Discretion of City. Except for the obligations under this Agreement, City's execution of this Agreement in no way limits the discretion of City in the permit or approval process in connection with any site plan approvals, subsequent entitlements, land use decisions, construction or improvements which are within City's jurisdiction.

Section 10.13. Representations of Authority. Each person signing this Agreement on behalf of a non-person entity hereby represents and warrants to the other party they have authorization to sign this Agreement and bind the entity on whose behalf they are signing the Agreement.

Section 10.14. California Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Venue for any action shall be in Tulare County, California.

Section 10.15. Attorneys' Fees. In the event of any action between City and Developer seeking enforcement of any of the terms and conditions of this Agreement, the prevailing party in such action shall be awarded, in addition to damages, injunctive or other relief, its reasonable costs and expenses, including, but not limited to, taxable costs and reasonable attorneys' fees. Seller and Buyer agree that any such action shall be venued in Tulare County, California or in the Federal District Court in Fresno, California.

Section 10.16. Conflict with Other Documents. Nothing in this Agreement is intended to supersede, terminate, modify or otherwise affect any provision of the Project Approvals or Subsequent Approvals. In the event of a conflict between this Agreement and the Project Approvals or Subsequent Approvals, the Project Approvals and Subsequent Approvals shall govern. The execution of this Agreement by the parties hereto shall in no way otherwise affect the validity of any or all of the provisions of the Project Approvals or Subsequent Approvals.

IN WITNESS WHEREOF, the City of Lindsay, a municipal corporation, has authorized the execution of this Development Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Ordinance No. 613 adopted by the City Council of the City of Lindsay on _____, 2023, and executed in duplicate.

CITY OF LINDSAY

NFDI LLC,
a Nevada Limited Liability Company

By: _____
JOSEPH TANNER
City Manager

By: _____

Date: _____

Name: _____

Title: _____

Date: _____

ALTA VISTA HOLDINGS II, LLC
A California limited liability company

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

By: _____
City Clerk (SEAL)

Approved as to Form:

By: _____
City Counsel

Exhibit B

LEGAL DESCRIPTION OF PROJECT SITE

Real property in the City of Lindsay, County of Tulare, State of California, described as follows:

PARCELS 1, 2, AND 4 AS SHOWN ON PARCEL MAP NO. 5393, FILED JUNE 1, 2023 IN BOOK 55 OF PARCEL MAPS, PAGE 1.

APN: (portions) 201-170-010-000 and 201-180-013-000 and 199-050-017-000

&

PARCEL 3 AS SHOWN ON PARCEL MAP NO. 5393, FILED JUNE 1, 2023 IN BOOK 55 OF PARCEL MAPS, PAGE 1.

APN: (portions) 199-050-017-000 and 201-170-010-000 and 201-180-013-000

Exhibit C

ATTACHED - CONDITIONS OF APPROVAL RESOLUTION 23-14

Exhibit D

CITY IMPACT FEES

CITY OF LINDSAY FEE SCHEDULE

DEVELOPMENT FEES		
Engineering Development/Public Improvement Plan Check and Inspection, percent by value		4% Project Valuation
Water Acreage Fee	\$	400.00 per acre
Sewer Acreage Fee	\$	300.00 per acre
Storm Drain Acreage Fee per Acre	\$	550.00 R-1-7
	\$	650.00 RM-3
	\$	800.00 RM1.5
	\$	950.00 Industrial
	\$	1,090.00 Commercial
Parkland Fee	\$	650.00 Per house
Grading Permit Fee	\$	0.20 per Cubic Yard



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

NUMBER 23-14

TITLE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY ADOPTING AN INITIAL STUDY/MITIGATED NEGATIVE DECLARATION AND APPROVING TENTATIVE SUBDIVISION MAP TRACT 6250 AND PLANNED UNIT DEVELOPMENT 2023-01 TO DIVIDE 35 ACRES INTO 145 SINGLE-FAMILY LOTS AND ONE REMAINDER PARCEL LOCATED NORTH OF TULARE ROAD BETWEEN THE RAILROAD AND MAPLE AVENUE (APN's 199-050-017, 201-170-010, 201-180-013)

MEETING At a regularly scheduled meeting of the City of Lindsay City Council held on May 09, 2023 at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

WHEREAS, NFDI LLC has requested the approval of Tentative Subdivision Map (TSM) Tract 6250 and Planned Unit Development Permit (PUD) 2023-01 to divide 35 acres into 145 single family residential lots and one remainder parcel located north of Tulare Road, between the Railroad and Maple Avenue (APN's 199-050-017, 201-170-010, 201-180-013) and;

WHEREAS, the site is designated in the Lindsay General Plan as Low Density Residential, Medium Density Residential and Mixed Use and zoned a mix of R-1-7, RM-3 and MXU; and

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

WHEREAS, the Lindsay City Council held a duly noticed public hearing at its May 09, 2023 Regular City Council Meeting.

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

- SECTION 1. That the above recitals are true and correct.
- SECTION 2. Tentative Subdivision Map Tract 6250 complies with the requirements of the Municipal Code and the Subdivision Map Act and the Conditions of Approval.
- SECTION 3. The proposed location of the Planned Unit Development is in accordance with the objectives of the zoning code.

RESOLUTION NO. 23-14
Page 1 of 5



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

The proposed location of the Planned Unit Development and the conditions under which it would be operated or maintained will not be detrimental to the public health, safety and welfare or materially injurious to properties or improvements in the vicinity.

The proposed Planned Unit Development will comply with each of the applicable provisions of the respective code sections.

The standards of population density, site area and dimensions, site coverage, yard spaces, height of structures, distance between structures, off-street parking and off-street loading facilities, landscaped areas and street design will produce an environment of stable and desirable character consistent with the objectives of the zoning code, and will not generate more traffic than the streets in the vicinity can carry without congestion and will not overload utilities.

SECTION 4. The City Council of the City of Lindsay hereby approves Tentative Subdivision Map Tract 6250 and Planned Unit Development Permit (PUD) 2023-01 based on the evidence presented and subject to the following conditions:

1. The site shall be developed consistent with the approved Tentative Subdivision Map Tract 6250 and its conditions per attached Exhibit A, and applicable development standards found in the Zoning Ordinance and City Municipal Code.
2. All mitigation measures in the Mitigated Negative Declaration approved with Tentative Subdivision Map Tract 6250 shall be complied with.
3. The project shall be developed and maintained in substantial compliance with the tentative map, except for any modifications that may be needed to meet these conditions of approval.
4. The final subdivision map shall be submitted in accordance with City ordinances and standards.
5. Plans for all public and private improvements, including but not limited to, water, sewer, storm drainage, road pavement, curb and gutter, sidewalk, streetlights, landscaping, and fire hydrants shall be approved by the City Engineer, and these improvements shall be



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

- completed in accordance with the approved plans to the satisfaction of the City Services Department.
6. Parkland in-lieu fees shall be paid to the City for each lot in accordance with the City's Fee Schedule adopted by Resolution of the City Council. Fees shall be paid prior to approval of the final map.
 7. A Community Facilities District (CFD) shall be formed in conjunction with the final map acceptance to provide the maintenance costs for common landscaping and other improvements, in accordance with existing City policy.
 8. The project shall be subject to the applicable development impact fees adopted by Resolution of the City Council.
 9. A noise and odor easement shall be recorded on the property, in a form acceptable to the City Attorney, to acknowledge the presence of nearby industry and railroad, and the right of the industry and railroad to continue to emit such noise and odors as are otherwise allowable by law and to ensure that industry in these areas is not unreasonable hindered by residential users and owners that move nearby at a later date.
 10. In accordance with Government Code Section 66020, the applicant is hereby notified that the 90-day appeal period identified in Government Code Section 66020 during which you may protest the imposition of fees, dedications, reservations, and other exactions identified in Tentative Subdivision Map will begin to run on the date of the approval of Map by the City.
 11. The developer shall comply with the standards, provisions, and requirements of the San Joaquin Valley Air Pollution Control District that relate to the project.
 12. A block wall shall be constructed to City standards along the rear lot line of Lots 42 through 47 and Lots 96 through 127.
 13. A 6-foot wood fence shall be constructed along the western and northern rear lot lines of the single-family subdivision.
 14. Fire hydrant types and locations shall be approved by the Public Safety and City Services Departments.



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

15. Concrete pads for installation of mailboxes shall be provided in accordance with determinations made by the Lindsay Postmaster.
16. One tree shall be planted in the front yard of each home prior to the certificate of occupancy being issued.
17. Streetlights shall be provided within the project as per City local street lighting standards.
18. Any existing roadway, sidewalk, or curb and gutter that is damaged during construction shall be repaired or replaced to the satisfaction of the City Services Department.
19. All signs shall require a sign permit separate from the building permit.
20. A temporary easement shall be dedicated on the final map for each of the proposed 'turn around' area at the north end of Westwood Avenue and for any stub street during the phasing process.
21. If developer desires to use the existing City Sequoia Basin or Westwood Basin to replace the on-site retention basin, the developer shall provide a drainage study prepared by a licensed civil engineer for review and approval by the City Services Department and City Engineer. Said drainage study shall evaluate the adequacy of the City drainage basin and determine any required City basin improvements and conveyance improvements required to use the basin and to be constructed by the developer based on City Standards and applicable State and Federal requirements.
22. This Tentative Subdivision Map and Planned Unit Development approval shall expire within two (2) years, unless a final map is filed or an extension is granted via legislation or by the City, in accordance with the Subdivision Map Act.
23. The City of Lindsay shall not be liable for any damage, loss, or injury to the person, property, or effects of the applicant or of any agent, servant, employee, contracted staff, or volunteer. The applicant agrees to indemnify, protect, and hold harmless the City of Lindsay against any and all such damages, cost, attorney's fees, or employees.



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

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

MEETING DATE	May 09, 2023
MOTION	CERROS
SECOND MOTION	FLORES
AYES	CERROS, FLORES, SANCHEZ
ABSENT	SERNA
ABSTAIN	CAUDILLO
NAYS	Ø

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


FRANCESCA QUINTANA
CITY CLERK


HIPOLITO A. CERROS
MAYOR

‘Exhibit A’

SITE PLAN REVIEW COMMENTS



DATE: April 06, 2023
SITE PLAN NO:
PROJECT TITLE: O'Hara Ranch Tentative Subdivision Map
DESCRIPTION: Tentative Subdivision Map Application
APPLICANT: NFDI; Bear Nunley
PROPERTY OWNER: Jacquelyn O'Hara
LOCATION: 791 W Tulare Road, Lindsay, CA
APN(S): 199-050-017, 201-170-010, 201-180-13

ENGINEERING – Subdivisions/Parcel Maps

Recommended action:

- Acceptable as submitted. See applicable comments below for permit application.
- Revise per comments below. Resubmittal not required. See applicable comments below for permit application.
- Resubmit with additional information. See comments below.
- Redesign required. See comments below.

The following items are required to be shown on the Tentative Subdivision Map/Parcel Map or provided with the Tentative Subdivision Map/Parcel Map application:

- Tentative Subdivision Maps and Parcel Maps shall comply with Title 17 of the City of Lindsay Municipal Code. Tentative maps shall be prepared in accordance with Section 17.6-Tentative Maps, Section 17.24-Parcel Map Subdivision, Section 17.44-Vesting Tentative Maps, and Section 17.28-Development Standards.
- Tentative maps shall be prepared by a licensed land surveyor or registered civil engineer qualified to practice land survey. Provide property/boundary information:
- Show all adjacent existing and proposed streets including proposed new street improvements, including curb, gutter, drive approaches, sidewalk, transit/bus stops, etc. -*Show Tulare Avenue existing and proposed improvements:*
 - Show sidewalk: ___ ft. wide, with ___ ft. wide parkway on _____;
- All public streets within project limits and across project frontage shall be improved to their full width, subject to available right-of-way, in accordance with City policies, standards and specifications.
- Show existing on-site structures and improvements on the site, such as buildings, wells, septic tanks, fences, driveways, etc., and note if they are to remain, removed, relocated, or demolished. Show existing structures and improvements adjacent to the site.
- Show all proposed public improvements including street improvements, water, sanitary sewer, storm drain and landscape improvements per City Standards including lot grading and cluster mailbox locations. *Show Tulare Avenue improvements.*
- Show proposed service connections to City water, sanitary sewer and storm drain facilities.
 - Water: 8” water in Tulare & Maple Valley
 - Sanitary Sewer: 12” in Tulare, 16” in Westwood
 - Storm Drain: See storm drain comments in Additional Comments below in this section.
- Show proposed fire hydrants locations per Fire Department requirements.
- Show any temporary fire and emergency access. Provide all-weather fire and emergency access road.
- Show proposed disposal of storm runoff: On-site basin required per City Standards, Surface drain to street,
 - Connection to storm drain trunkline available - _____” in _____;
 - Connect to existing City basin, *Possible future connection to existing Sequoia Basin or Westwood Basin. See Additional Comments below in this section.*
- Show proposed streetlights per City Standards.
- Caltrans comments required prior to approval of the tentative map.
- Written comments required from ditch company.

'Exhibit A'

SITE PLAN REVIEW COMMENTS



DATE: April 06, 2023
SITE PLAN NO:
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Additional Comments:

1. The City is currently evaluating the drainage in this area to determine ultimate service to the development. The evaluation will determine if the subdivision can drain to the existing City Sequoia Basin, or will need to provide a permanent on-site retention basin. The developer may also evaluate the City's Westwood Basin to determine if additional capacity is available for the development. The developer should plan to retain storm water runoff in an on-site retention basin pending the outcome of the drainage evaluation(s).
2. The City will need to provide a "Will Serve" letter for water service prior to approval of the TSM.
3. Confirm ability to abandon existing US Bureau of Reclamation easement or accommodate with final subdivision map. See survey comments.

The following are required with the Final Map application:

- Submit on-site grading, and on-site and off-site improvement plans detailing all proposed work. On-site and off-site improvement plans, and grading plans shall be prepared and signed by registered civil engineer.
- Final subdivision map shall be prepared by a licensed land surveyor or qualified civil engineer allowed to practice land survey.
- Bonds, certificate of insurance, cash payment of fees/inspection, and approved map and plan required prior to approval of Final Map.
- The Final Map and Improvements shall conform to the Subdivision Map Act, the City of Lindsay's Subdivision Ordinance and Standard Improvements including City of Lindsay Municipal Code, Section 17.20-Final Map, Section 17.24-Parcel Map Subdivision, Section 17.28 Development Standards, and Section 17.32-Public Improvements.
- A preconstruction conference is required prior to the start of any construction.
- City encroachment permit required which shall include an approved traffic control plan.
- Caltrans encroachment permit required.
- Comply with all Caltrans comments and conditions for the tentative map.
- Comply with written comments from ditch company.
- All public streets within project limits and across project frontage shall be improved to their full width, subject to available right-of-way, in accordance with City policies, standards and specifications.
- Dedicate _____ ft. additional right-of-way along _____ by map by deed; Dedicate proposed public streets by map by deed. Right-of-way dedication required by grant deed. A title report is required for verification of ownership.
- Dedicate *Outlots A & B for landscape purposes* by map by deed.
- Install street striping as required by the City Engineer.
- Install streetlights per City Standards. Show location of all proposed streetlights on the subdivision improvement plans.
- Install sidewalk: 5 ft. wide, with 0 ft. wide parkway on interior streets; and 10 ft wide with 0 ft. wide parkway on Tulare Ave.
- Show locations of all drive approaches and construct to City Standards. All lots to have separate drive approaches.
- Cluster mailbox supports required (1 for 2 residential units) or use postal unit.

Public Works / Engineering, Page 2 of 4

'Exhibit A'

SITE PLAN REVIEW COMMENTS



DATE: April 06, 2023
SITE PLAN NO:
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- Show all proposed public improvements including street improvements, water, sanitary sewer, storm drain and landscape improvements per City Standards including lot grading and cluster mailbox locations.
- Show proposed service connections to City water, sanitary sewer and storm drain facilities.
 - Water: 8" water in Tulare & Maple Valley (Will serve letter required)
 - Sanitary Sewer: 12" in Tulare, 16" in Westwood
 - Storm Drain: *See storm drain comments in "Additional Comments" above in previous section.*
- Landscape and irrigation improvement plans to be submitted for the entire project. Landscape plans will need to comply with the City of Lindsay's street tree ordinance and the State MWELo requirements. Landscape plans shall be prepared by a licensed landscape architect. *Provide landscape and irrigation plans for Outlots A & B and any other landscape areas (i.e. On-site storm drain basins). Coordinate any requirements from US Bureau of Reclamation if easement is not abandoned.*
- Public Facilities Maintenance District (PFMD) / Homeowners Association (HOA) required prior to approval of Final Map. PFMD will maintain common area landscaping, streetlights, street trees and local streets as applicable. Submit completed PFMD application and filing fee a minimum of 75 days before approval of Final Map.
- Dedicate landscape lots to the City that are to be maintained by the PFMD. *10' wide Outlots A & B shown on the map.*
- Potable water and fire protection water master plan for the entire development shall be submitted for approval prior to approval of any phase of the development. The water system will need to be extended to the boundaries of the development where future connection and extension is anticipated. The water system will need to be sized to serve any future developments that are anticipated to connect to the system.
- Sanitary Sewer master plan for the entire development shall be submitted for approval prior to approval of any phase of the development. The sewer system will need to be extended to the boundaries of the development where future connection and extension is anticipated. The sewer system will need to be sized to serve any future developments that are anticipated to connect to the system.
- Grading and drainage plan required. If the project is phased, then a master plan is required for the entire project area that shall include pipe network sizing and grades and street grades.
 - Prepared by a registered civil engineer.
 - All elevations shall be based on the City's benchmark network.Storm run-off from the project shall be handled as follows:
 - Directed to the City's existing storm drainage system; *See storm drain comments in "Additional Comments" above in previous section.*
 - Directed to a permanent on-site basin per City Standards; *See storm drain comments in "Additional Comments" above in previous section.*
 - Directed to a temporary on-site basin which is required until a connection with adequate capacity is available to the ultimate storm drainage system. On-site basin shall be constructed in accordance with City Standards. *See storm drain comments in "Additional Comments" above in previous section.*
- Protect Oak trees during construction.
- Show adjacent property grade elevations on improvement plans. A retaining wall will be required for grade differences greater than 0.5 feet at the property line.
- Relocate existing utility poles and/or facilities.
- Underground all existing overhead utilities within the project limits. Existing overhead electrical lines over 50kV shall be exempt from undergrounding.

‘Exhibit A’

SITE PLAN REVIEW COMMENTS



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- Geotechnical /Soils Report is required. Include at least 1 boring in Tulare Ave at Westwood St to confirm existing structural section and R-value
Provide R-value tests; Provide tests at 500' spacing along proposed streets.
Traffic indexes per City standards: All interior local streets = 5.5; Tulare = 8.0 or match existing pavement section for any paveout.
Subject to existing reimbursement agreement to reimburse prior developer.
Abandon existing wells per Code; a building permit is required.
Remove existing irrigation lines and dispose off-site.
Remove existing leach fields and septic tanks.
Fugitive dust will be controlled in accordance with the applicable rules of San Joaquin Valley Air Pollution Control District's Regulation VIII. Copies of any required permits will be provided to the City of Lindsay.
The project it may be subject to the San Joaquin Valley Air Pollution Control District's Rule 9510 Indirect Source Review per the rule's applicability criteria. A copy of the approved AIA application will be provided to the City of Lindsay.
If the project meets the one acre of disturbance criteria of the State's Storm Water Program, then coverage under General Permit Order 2009-0009-DWQ is required and a Storm Water Pollution Prevention Plan (SWPPP) is needed. A copy of the approved permit will be provided to the City of Lindsay.

Additional Comments:

- 1. See comments regarding storm drain drainage for this development and "will serve" letter for water services in the "Additional Comments" section above in previous section.

Authorized signature [Handwritten signature]

5/1/23
Date

Jeff Cowart, PE City Engineer
Printed name

'Exhibit A'



5080 California Avenue, Suite 220 | Bakersfield, CA 93309 | (661) 616-2600

May 2, 2023

Neyba Amezcua
Director of City Services and Planning
City of Lindsay
P.O. Box 369
Lindsay, CA 93247

Subject: Tentative Tract Map – O'Hara (TTM 6250)

Dear Neyba:

Please see the attached PDF package with redlines. The Tentative Tract Map is checked per the City of Lindsay Municipal Code for Tentative Map contents, Chapter 17.16.

Please let me know if you have any questions or if clarification is needed.

Sincerely,

A handwritten signature in blue ink that reads "Kristie Achee".

Kristie Achee, PLS
Contract City Surveyor – City of Lindsay

Enclosures: 2nd Review Check Redlines

cc: Jeff Cowart, QK

AW Engineering

220009/12
TF/KMA



**PUBLIC NOTICE
CITY OF LINDSAY PUBLIC
HEARING NOTICE**

Date: Tuesday, October 24,
2023

Time: 6:00 PM or
as soon thereafter

Location: Council
Chambers City Hall
251 East Honolulu Street,
Lindsay, CA 93247

In the S

*of the State of California
County of Tulare*

NANCE NO. 613 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LINDSAY APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LINDSAY AND NFDI LLC, A NEVADA LIMITED LIABILITY COMPANY, AND DARNELL DEVELOPMENT LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, (COLLECTIVELY DEVELOPER), GOVERNING THE PLANNED UNIT DEVELOPMENT NO. 23-01, TENTATIVE SUBDIVISION MAP NO. 23-01, KNOWN AS THE OHARAS SUBDIVISION. THE PROPOSED DEVELOPMENT IS FOR A 141-LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION.

NOTICE IS HEREBY GIVEN that the City Council of the City of Lindsay, California, will hold a public hearing on October 24, 2023, beginning at 6:00 PM (or as soon thereafter as the matter can be heard) to solicit public comments relating to the following matter:

FIRST READING OF ORDI-

FURTHER information on this matter and the full text of the proposed documents may be obtained from the City Clerk at 251 East Honolulu Street, Lindsay, CA 93247 during normal business hours 9:00AM-5:00PM Monday through Friday.

ALL INTERESTED PARTIES are encouraged to attend said PUBLIC HEARING to ask questions, express opinions and/or submit evidence for or against the matter. Written comments should reference the purpose of the hearing and be submitted via mail to the City Clerk at P.O. Box 369, Lindsay, CA 93247, or in person at 251 East Honolulu Street, Lindsay, CA 93247, or via email to lindsaycityclerk@lindsay.ca.us prior to the meeting.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF LINDSAY

Dated: October 11, 2023
Oct. 14, 1-T
#258105

State of California

SS.

County of Tulare

Declarant says:

That at all times herein mentioned Declarant is and was a resident of said County of Tulare, over the age of twenty-one years; not a party to nor interested in the within matter; that Declarant is now and was at all times herein mentioned the Principal Clerk of the Porterville Recorder, a daily newspaper, which said newspaper was adjudged a newspaper of general circulation on October 15, 1951, by Superior Court Order No. 42369 as entered in Book 57 Page 384 of said Court; and that said newspaper is printed and published every day except Sunday published LEGAL NOTICE in said newspaper, **Oct. 14, 2023** and that such publication was made in the regular issues of said paper (and not in any supplemental edition or extra thereof). I declare under penalty of perjury that the forgoing is true and correct. Executed **Oct. 14, 2023** at Porterville, California.

Declarant TERESA JASSO

ORDINANCE NO. 613

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LINDSAY APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LINDSAY AND NFDI LLC, A NEVADA LIMITED LIABILITY COMPANY, AND ALTA VISTA HOLDINGS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY (COLLECTIVELY "DEVELOPER"), GOVERNING THE PLANNED UNIT DEVELOPMENT NO. 23-01, O'HARA'S RACH SUBDIVISION.

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

Section 1. That certain Development Agreement (the "O'Hara's Ranch Development Agreement") by and between the City of Lindsay and NFDI LLC & Alta Vista Holdings, LLC, pertaining to that certain residential housing development ("O'Hara's Ranch Subdivision") located on 791 W. Tulare Rd, APN's: 201-170-010, 201-180-013, and 199-050-017, which property is more particularly described in said O'Hara's Ranch Development Agreement, is attached hereto as Attachment "1" and is hereby incorporated by reference.

Section 2. The City Council of the City of Lindsay certified an Initial Study Environmental Review for the O'Hara Ranch Subdivision, made related findings pursuant to the provisions of the California Environmental Quality Act ("CEQA"), a Mitigated Negative Declaration report was prepared.

Section 3. The City Council hereby finds that the O'Hara's Ranch Development Agreement is consistent with the Lindsay General Plan and the Planned Unit Development No. 23-01, and that the City Council, after a public hearing on October 24, 2023, determined that the O'Hara's Ranch Development Agreement:

1. Is consistent with the objectives, policies, general land uses, and programs specified in the general plan and any applicable specific plan;
2. Is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the real property is located;
3. Is in conformity with the public convenience and general welfare and good land use practices;
4. Will not be detrimental to the public health safety, and general welfare;
5. Will not adversely affect the orderly development of property or the preservation of property values;
6. Will provide sufficient benefit to the City to justify entering into the development agreement; and
7. That the O'Hara's Ranch Development Agreement ensures compliance with the Mitigated Negative Declaration Report.

Section 4. The Mayor and the City Clerk are authorized and directed to execute the O’Hara’s Ranch Development Agreement on behalf of the City of Lindsay after the effective date of this ordinance. Pursuant to Government Code Section 65868.5, the Clerk of the City Council shall record a copy of the O’Hara’s Ranch Development Agreement with the Office of the County Recorder no later than ten (10) days after this ordinance takes effect.

Section 5. EFFECTIVE DATE. The foregoing ordinance shall take effect thirty (30) days from the date of the passage hereof. Prior to the expiration of fifteen (15) days from the enactment hereof a certified copy of this ordinance shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1) and a summary shall be published once in the Porterville Recorder, a newspaper printed and published in the City of Porterville, State of California, together with the names of the Council members voting for and against the same.

THE FOREGOING ORDINANCE, read by title only with waiving of the reading in full, was introduced at a regularly scheduled meeting on the ____ day of _____ 2023.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council held on the ____ day of _____, 2023.

CITY COUNCIL OF THE CITY OF LINDSAY

Hipolito A. Cerros, Mayor

ATTEST:

Francesca Quintana, City Clerk



STAFF REPORT

TO: Lindsay City Council
FROM: Ryan Heinks, Public Safety Lieutenant
DEPARTMENT: Public Safety
ITEM NO.: 13.1
MEETING DATE: October 24, 2023

ACTION & RECOMMENDATION

Consider Approval of Resolution No. 23-42, A Resolution of the City Council of the City of Lindsay Approving Sole Source Provider Designation to Fire Apparatus Solutions in Accordance with the City of Lindsay Procurement Policy and Pursuant to California Government Code §10300-10334 and Authorize Expenditures for a Fully Outfitted KME Type 1 Fire Engine and Granting City Manager Authorization to Execute Any Documents Thereto.

Based on City Staff's comprehensive review and the City's needs as well as pursuant to the City of Lindsay Procurement Policy and California Government Code §10300-10334, City Staff recommends that the City Council approve Sole Source Provider designation to Fire Apparatus Solutions.

BACKGROUND | ANALYSIS

On April 10, 2023, the City of Lindsay received \$2,000,000 in funding through the Office of Emergency Services from the passage of Assembly Bill 179, sponsored by Senator Melissa Hurtado. As stated in said Assembly Bill, for the purposes of Public Safety and Fire Prevention, the Bill designated "\$2,000,000 to the City of Lindsay for updating fire equipment and training".

Fire personnel conducted a review of the department's needs and determined the replacement of the 2000 LaFrance Type 1 Engine was the most prominent need. Personnel identified that the 23-year-old LaFrance Engine has long passed the threshold for standard replacement timeframes. The replacement of this engine also complies with the City of Lindsay Fleet Management and Replacement Policy, enacted by the Lindsay City Council on November 09, 2021. In addition, the LaFrance Engine is in danger of not meeting the California Department of Transportation requirements for clean diesel emissions.

The Lindsay Department of Public Safety was then tasked with reviewing the available options for replacement of the Type 1 Engine and to determine which apparatus would best meet City, department and community requirements. Three manufacturers were contacted with specifications specific to our needs and quotes were requested. City staff received quotes from Pierce Manufacturing, KME Fire Apparatus, and Smeal Fire Truck Apparatus brand. While determining which apparatus was most appropriate, City Staff took into consideration the reliability of the equipment, safety features, clean air emissions, technological advancements, and cost effectiveness of the various options.

A summary of the received quotes is provided below. Each quote includes a discount for 100% pre-payment and is valid for only the dates provided.

KME Type 1 Engine Quote: \$1,588,077.34
Pierce Type 1 Engine Quote: \$1,599,994.46
Smeal Type 1 Engine Quote: \$1,669,922.59

Due to the urgency of the City's need, the delivery timeline was of great importance to the purchasing of this new equipment. Due to industry-wide demand, delivery timelines have greatly increased among manufacturers of custom fire apparatus. KME Fire Apparatus has quoted a timeline of less than 740 calendar days for the delivery of the new apparatus. Smeal Fire Trucks has a timeline of approximately 945 days and Pierce Manufacturing has provided a timeline of approximately 1,260 to 1,380 days.

Based upon a comprehensive review of the quotes provided and needs of the City, City Staff has determined that the reliability and features of the KME Type 1 Engine as well as the delivery timeline make it the only apparatus that meets the City's needs. The KME Type 1 Engine also came in at the lowest bid amount, with the specifications requested. The current quote is valid until November 01, 2023. The manufacturer has advised them to anticipate an approximately \$65,000 plus sales tax price increase after that date.

Based on the aforementioned and pursuant to the City of Lindsay Procurement Policy and California Government Code §10300-10334, City Staff recommends that the City Council approve Sole Source Provider designation to Fire Apparatus Solutions. *The amount and manner of this purchase requires City Council approval as the City's Authorized Purchasing Agent, as well as designation by the City Council to Fire Apparatus Solutions as the sole-source vendor, thus granting an exception to the formal bidding process.*

FISCAL IMPACT

\$1,588,077.34 (sales tax included) to be sourced from AB 179 – Senator Hurtado Grand Award to the Public Safety Department which was deposited into 101-GENERAL FUND.

This expense is exempt from DMV registration fees. This cost is contingent upon the 100% pre-paid purchasing of the engine on the current quote, which expires on October 30, 2023. It is important to note that the vendor has informed the City of a planned manufacturer price increase of \$64,692 plus sales tax for any orders placed on November 01, 2023, or later.

ATTACHMENTS

- Quote from Fire Apparatus Solutions – KME
- Quote from Pierce Manufacturing
- Quote from Fire Apparatus Solutions – Smeal Fire Apparatus Solutions
- Memorandum of Justification for Sole-Sourcing Purchasing
- Resolution No. 23-42



City of Lindsay FD Type 1 Engine Quotation

October 5, 2023

	Qty	Each	Total
Lindsay FD 2025 1500 GPM Type 1 Engine Per our Attached Specifications Including the Loose Equipment List Provided	1	\$1,460,301.00	\$1,460,301.00*
*The above price requires 100% Prepayment at Time of Order			
Delivery of Apparatus FOB Lindsay, CA			Included
State of California/City of Lindsay Sales Tax 8.75%			\$127,776.34
Total Apparatus Price:			\$1,588,077.34

Quoted price is valid Until October 30, 2023.

If the apparatus is not purchased by October 30, 2023, please ADD \$64,692.00 plus the applicable sales tax due to a price increases effective November 1, 2023.

This unit is priced with 100 percent prepayment which will be due 45 days after signed contract or PO of the apparatus. If the Apparatus is not prepaid please add \$123,478 to the pricing plus applicable taxes.

Delivery time is 740 calendar years days from receipt of purchase order or contract.

Roy Cobb

Fire Apparatus Solutions

916.677.9837

royfasfire@gmail.com

Fire Apparatus Solutions ♦ 1762 S. Sycamore Ave, Rialto, CA 92376 ♦ www.fasservice.com ♦ 909-879-9706



PRODUCT PROPOSAL FOR:

Lindsay Department of Public Safety

185 North Gale Hill Avenue
Lindsay, CA 93247

Sales Consultant

Dewayne Young
dewayne@goldenstatefire.com
Mobile: (209) 777-0650

SUBMITTED DATE	EXPIRATION DATE	GSFA PROPOSAL #	MANUFACTURER BID #	MANUFACTURER	CONSORTIUM
08/09/2023	09/08/2023	30809-23A	939	Pierce Manufacturing, Inc.	Sourcewell #113021-OKC-1, ID #259, Member #18512

Golden State Fire Apparatus, Inc. ("GSFA") is pleased to provide this proposal for the fire apparatus(es) and equipment identified below (the "Product") to LINDSAY DEPARTMENT OF PUBLIC SAFETY ("Customer") for consideration. This proposal (this "Product Proposal") includes the following exhibits attached hereto: the Standard Terms and Conditions attached as Exhibit A (the "Terms and Conditions"); the Product Specifications attached as Exhibit B (the "Specifications"); the Product Warranties attached as Exhibit C; and the Dealer Supplied Products and/or Services attached as Exhibit D (the "Dealer Supplied Products/Services List") (all of the foregoing, collectively, the "Agreement"). Through its signature below or other Acceptance (as defined on page 2), Customer acknowledges having received and read, and agrees to be bound by, the Agreement. The Agreement shall be effective as of the latest date appearing in the signature blocks below (the "Executed Date").

ITEM	PRODUCT DESCRIPTION	UNIT PRICE
A	One (1) Pierce Manufacturing, Inc. Enforcer 1500 GPM PUC™ Pumper	1,645,455.03
B	<i>Discount for 100% Payment at Time of Order (the "Prepayment Discount")</i>	<i>(177,614.15)</i>
C	SUBTOTAL	1,467,840.88
D	8.75% State Sales Tax	128,436.08
E	California Tire Fee	10.50
F	100% Performance Bond	3,707.00
G	GRAND TOTAL PURCHASE PRICE	1,599,994.46

PAYMENT TERMS – Customer shall pay the total purchase price set forth directly above (the "Grand Total Purchase Price") to GSFA within thirty (30) calendar days of the Executed Date. If payment of the Grand Total Purchase Price is late, a late fee as specified in section 6 of the Terms and Conditions may be applied, and the Prepayment Discount may be adjusted and the Grand Total Purchase Price increased in accordance with section 2.c of the Terms and Conditions. Customer shall pay any balance due as a result of Change Orders to GSFA at the time of GSFA's delivery of the applicable Product to Customer's address listed above (or Customer's pick up of such Product at GSFA's facilities, as applicable and if approved by GSFA).

MANUFACTURER – Customer acknowledges that GSFA is not an agent of the Product manufacturer identified above ("Manufacturer") and is not capable of binding Manufacturer. Within five (5) business days of the Executed Date, GSFA shall submit an order form to the Manufacturer for the Product. GSFA's further performance under the Agreement is contingent upon Manufacturer's acceptance of such order form at the price and on the terms GSFA believed to be available when submitting this Product Proposal to Customer. If Manufacturer rejects such order as submitted or fails to respond to GSFA within a reasonable



City of Lindsay FD Type 1 Engine Quotation

October 5, 2023

	Qty	Each	Total
Lindsay FD 2025 Spartan/Smeal 1500 GPM Type 1 Engine Per our Attached Specifications Including the Loose Equipment List Provided as an Add-On to the Riverside County FD Contract	1	\$1,535,561.00	\$1,535,561.00*
*The above price requires 100% Prepayment at Time of Order			
Delivery of Apparatus FOB Lindsay, CA			Included
State of California/City of Lindsay Sales Tax 8.75%			\$134,361.59
Total Apparatus Price:			\$1,669,922.59

Quoted price is valid Until October 30, 2023.

If the apparatus is not purchased by October 30, 2023, please ADD \$77,876.00 plus the applicable sales tax due to a price increases effective November 1, 2023.

This unit is priced with 100 percent prepayment which will be due 45 days after signed contract or PO of the apparatus. If the Apparatus is not prepaid please add \$145,969 to the pricing plus applicable taxes.

Delivery time is 945 calendar years days from receipt of purchase order or contract.

Roy Cobb
 Fire Apparatus Solutions
 916.677.9837
 royfasfire@gmail.com

Fire Apparatus Solutions ♦ 1762 S. Sycamore Ave, Rialto, CA 92376 ♦ www.fasservice.com ♦ 909-879-9706





Lindsay Department of Public Safety
Rick Carrillo – Director of Public Safety
185 N. Gale Hill Ave
Lindsay, Ca 93247
Tel: (559)562-2511
Fax: (559)562-7126

TO: Lindsay City Council – Purchasing Agent DATE: October 24, 2023
FROM: Rick Carrillo, Director of Public Safety
SUBJECT: Sole-Source Purchasing Request and Justification

Honorable Mayor Cerros and Esteemed Members of the Council,

Through the efforts of California State Senator Melissa Hurtado, the City of Lindsay received a grant of 2 million dollars from the passage of Assembly Bill 179. This bill provided these monies to the City of Lindsay with the intent to improve firefighting equipment and training for the Department of Public Safety.

We recently conducted a comprehensive review of our current fire department fleet, and the findings have underscored the urgent need to replace a 23-year-old fire engine. The assessment followed the City of Lindsay Fleet Management policy and took into account various factors, including the age and condition of our existing vehicles, response time data, the growing demands on our emergency services, and the evolving nature of fire incidents in our city. The results of this evaluation revealed a pressing need for enhanced firefighting capabilities and improved response times. By acquiring a replacement fire engine, we will not only replace older, less reliable equipment but also modernize our firefighting resources to meet the evolving challenges of our community. This investment will undoubtedly bolster our ability to protect lives and property while ensuring our fire department remains well-prepared and equipped to serve our city effectively.

Having two modern fire apparatus for structural firefighting at the disposal of our city provides a crucial advantage in ensuring the safety and well-being of our residents. This redundancy in fire-fighting capabilities offers a significant boost to our emergency response system. In the event of a fire, having two fire engines enables us to address multiple incidents simultaneously, significantly reducing response times and enhancing our ability to contain and extinguish fires swiftly. Moreover, it offers a sense of security to our community, knowing that we have a backup vehicle ready to respond in case one engine is already engaged elsewhere or undergoing maintenance. This increased capacity not only safeguards lives and property but also bolsters the overall resilience and preparedness of our city, making it a safer and more secure place to live.

After contacting several vendors and reviewing the available specifications, the city has determined that KME is the only manufacturer that currently produces the apparatus that meets the department's functional requirements. The KME is more adaptable to both structural and wildland firefighting, increasing the operational value of equipment. The KME has a better height and width profile, allowing for easier access to confined alleyways.

The KME apparatus also does not restrict its repair parts as proprietary items, allowing for less expensive and timely repairs. In the past, this has been an issue with our current fleet as repair parts have been unavailable from the manufacturer, causing a potential downing of an apparatus if the issue is safety equipment. KME also has a local repair shop, allowing for a quick turnaround. Other manufacturers have repair shops 3-4 hours away, causing significant issues in getting items repaired.

The specific features and capabilities offered by KME Fire Apparatus align seamlessly with our department's requirements, including its advanced firefighting equipment, water tank capacity, improved safety and emissions systems. Furthermore, their fire engines have consistently demonstrated high levels of reliability and durability, which is crucial for ensuring the safety of our firefighters and the residents we serve.

Due to the extreme age of the existing 23-year-old LaFrance Type 1, replacing this apparatus in a timely manner is of the utmost importance. Waiting for a competitive bidding process can lead to delays that are simply unacceptable. By selecting a sole source supplier, we can streamline the procurement process, reduce administrative hurdles, and ensure that the replacement engine is delivered promptly.

It has become evident that the KME Type 1 Fire Engine is the only viable option to meet our needs effectively and efficiently. As the sole KME Fire Apparatus vendor for this region, we request that Fire Apparatus Solutions be awarded the Sole Source Contract. This decision is rooted in our commitment to the safety and well-being of our community as well as the financial responsibility to the public.

Respectfully,

Rick Carrillo
Director of Public Safety

PURCHASING AGENT APPROVAL:

ATTEST:

Hipolito Angel Cerros, Mayor

Francesca Quintana, City Clerk



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

NUMBER 23-42

TITLE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY APPROVING SOLE SOURCE PROVIDER DESIGNATION TO FIRE APPARATUS SOLUTIONS IN ACCORDANCE WITH THE CITY OF LINDSAY PROCUREMENT POLICY AND PURSUANT TO CALIFORNIA GOVERNMENT CODE §10300-10334 AND AUTHORIZE EXPENDITURES FOR A FULLY OUTFITTED KME TYPE 1 FIRE ENGINE AND GRANTING CITY MANAGER AUTHORIZATION TO EXECUTE ANY DOCUMENTS THERETO

MEETING At a regularly scheduled meeting of the City of Lindsay City Council held on October 24, 2023, at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

WHEREAS, The City of Lindsay, California is a political subdivision of the State of California and is duly organized and existing pursuant to the Constitution and laws of California; and

WHEREAS, pursuant to applicable law, the City of Lindsay’s City Council is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the City; and

WHEREAS, the City Council hereby approves Sole Source Provider designation to Fire Apparatus Solutions in accordance with the City of Lindsay Procurement Policy and pursuant to California Government Code §10300-10334 and authorizes expenditures for a Fully Outfitted KME Type 1 Fire Engine and grants the City Manager authorization to execute any documents thereto; and

WHEREAS, the City of Lindsay Procurement Policy and California Government Code §10300-10334, the amount and manner of this purchase requires City Council approval as the City’s Authorized Purchasing Agent, as well as designation by the City Council to designate Fire Apparatus Solutions as the sole-source vendor, thus granting an exception to the formal bidding process.

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

SECTION 1. The City Council as the Purchasing Agent for the City of Lindsay hereby approves sole source designation to Fire Apparatus Solutions for the purchase of a KME Type 1 Fire Engine.



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

- SECTION 2. The City Manager acting on behalf of the City of Lindsay, is hereby authorized to negotiate, enter into, execute, and one or more contracts in substantially the form set forth in the attached quote as directed by the City Council. All other related contracts and agreements necessary and incidental to the purchase are hereby authorized.
- SECTION 3. The aggregate original principal amount of the purchase shall not exceed \$1,588,077.34.
- SECTION 4. This Resolution is effective immediately upon its adoption.

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

MEETING DATE	October 24, 2023
MOTION	
SECOND MOTION	
AYES	
ABSENT	
ABSTAIN	
NAYS	

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

FRANCESCA QUINTANA
CITY CLERK

HIPOLITO A. CERROS
MAYOR

RESOLUTION NO. 23-42
Page 2 of 2



STAFF REPORT

TO: Lindsay City Council
FROM: Joseph M. Tanner, City Manager
DEPARTMENT: City Manager
ITEM NO.: 13.2
MEETING DATE: October 24, 2023

ACTION & RECOMMENDATION

Review and Discussion of Cannabis Operations Map and Consideration of Approval of Request to Release a Request for Proposals (RFP) for a Commercial Cannabis Retail Dispensary

City Staff recommends that the City Council authorize the release of this RFP to solicit and evaluate proposals from qualified commercial cannabis retail businesses interested in operating within the City of Lindsay.

BACKGROUND | ANALYSIS

In accordance with the City of Lindsay Ordinance No. 573 and Title 5 Business Taxes, Licenses and Regulations of the Lindsay Municipal Code, the City is facilitating the establishment of a third commercial cannabis retail business. This section of the Municipal Code allows cannabis businesses in the City, establishing clear permitting procedures and regulations. All applicants and businesses must operate strictly within the guidelines stipulated in the California Business and Professions Code section 19300.5, as well as any amendments by the State of California, and are additionally subject to local regulations.

A dispensary, as defined, will focus primarily on product sales. It is not intended to serve as an establishment for food or drink consumption, and there will be a strict prohibition against the sale of alcohol or tobacco on its premises. For a detailed understanding of the operational guidelines and restrictions, potential applicants are strongly advised to refer to Title 5 Business Taxes, Licenses and Regulations of the Lindsay Municipal Code. Additionally, the City of Lindsay Resolution 19-27 (hereto attached to this report) provides clarity on the tax rates and fees associated with cannabis cultivation and other related cannabis businesses.

Should the City Council approve the release of this RFP, then a Notice of Inviting Bids would be published, and the RFP would be released on October 26, 2023, and due on December 11, 2023.

The application process for this RFP has been divided into three distinct phases, each accompanied by non-refundable application processing fees. While the fees for Phases I and II are due by *December 11, 2023, at 3:00 PM*, the fee for Phase III is applicable only to those candidates who progress past Phase II.

FISCAL IMPACT

The City of Lindsay stands to benefit from multiple revenue streams with the introduction of the new commercial cannabis retail business:

1. **Initial Application Process:** The application process is segmented into three phases. Combined, these phases will yield a total revenue of \$3,800 for the City of Lindsay.
2. **Annual Fees:** The selected business will be responsible for an annual Retail Regulatory fee, Annual Fire Permit, and Business License fee. When combined, these amount to a recurring revenue of \$11,300 per annum for the City of Lindsay.
3. **Tax Revenue:** Additionally, the City of Lindsay will collect a tax at a rate of 5% on the gross receipts of the business quarterly. This will provide a continuous inflow, the volume of which will be contingent on the business's performance.

The integration of this new commercial cannabis retail business in Lindsay promises not only to foster local economic growth but also to provide the City of Lindsay with substantial and consistent fiscal returns.

ATTACHMENTS

- Resolution No. 19-27
- City of Lindsay Commercial Cannabis Business Application Package (RFP)



RESOLUTION OF THE CITY OF LINDSAY

NUMBER 19-27

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

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

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

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

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

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

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

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

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

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



RESOLUTION OF THE CITY OF LINDSAY

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

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

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



RESOLUTION OF THE CITY OF LINDSAY

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


City Clerk


Mayor



City of Lindsay Commercial Cannabis Business Application Package – Dispensary

Application Fees

Phase I: \$500 per applicant

Phase II: \$2,500

Phase III: \$800 (if applicable)

Included

Phase I

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

Phase II

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

Phase III (if applicable)

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

Final Approval (if applicable)

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

All applications must be submitted in person to the Finance Department by Monday December 11, 2023, at 3:00 PM. Please ensure that both a hard copy and USB drive containing the application package are provided.

NOTE:

INCOMPLETE OR INCORRECT APPLICATIONS WILL BE REJECTED AND WILL REQUIRE RESUBMISSION. It is the applicant's responsibility to ensure that all required pages are included in the application package and that it is complete when submitted to the City of Lindsay Finance Department.

Application to Operate a Commercial Cannabis Retail Dispensary

The City reserves the right to change this schedule at any time without notice.

Release Date	October 26, 2023
Phase I & II Submittal Deadline and Location	December 11, 2023, at 3:00 PM City of Lindsay Finance Department 251 E. Honolulu, Lindsay, CA 93247 *Staff will be available via Zoom to address any questions
Notification to Applicants Invited to Phase III Final Selection	January 2024
Scheduled Phase III Interviews	February 2024
Final Selection Announced	March 2024

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

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

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

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

Overview of the Application Process and Fee Structure

The application process is structured with three phases, outlined below. The non-refundable application processing fees associated with each step of the process are outlined following the description of each phase. Fees for Phases I and II are due at the time of application submittal on December 11, 2023, at 3:00 PM. Fees for Phase III shall be required only for those applicants who advance beyond Phase II.

Phase I – Background

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

All applicants must pass the background investigation in order to proceed forward to Phase II. Once applications are received, applicants will be contacted to schedule a time to conduct the live scan at the Lindsay Public Safety Department. **NOTE:** live scans must be conducted in person at the Lindsay Public Safety Department located at 185 N. Gale Hill Ave., Lindsay, CA 93247.

Phase I Fees: \$500 non-refundable application fee for **each applicant** payable to the “City of Lindsay.”

Phase II – Overview

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

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

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

Phase II - Application Requirements

- **Business Plan Summary and Budget – 20 points possible**

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

- Operational Overview: A comprehensive description of the day-to-day operations of the

dispensary. This should encompass a breakdown of the cannabis-related products and/or services being sold, alongside any accessory services or connected facilities.

- Detailed Process Outline: In the business plan for the proposed dispensary, provide a meticulous list of all cannabis operations set to take place on the premises. This should detail processes including but not limited to standard operating procedures, employee count, training programs, inventory, and quality control measures, lists of both recreational and medicinal products expected to be available, waste management strategies, and logistics regarding transportation and distribution of products.
 - Budget Overview: A detailed financial plan should be provided, delineating projected expenses, anticipated revenue streams, and financial projections for the short and long term. This should also include any capital investments, ongoing operational costs, and expected return on investment.
 - Project Timeline: A clear timeline for the rollout of the dispensary's operations should be provided. This should encompass key milestones such as regulatory approvals, construction or renovation of the premises, hiring and training of staff, commencement of operations, and any subsequent expansion or development plans.
 - Compliance Measures: Elaborate on procedures concerning testing, quality control practices, visitor and vendor protocols (like logs, non-disclosure agreements, etc.), and the track and trace policies and procedures, ensuring adherence to regulatory standards.
- **Site Location and Development Proposal – 20 points possible**
 - Currently, applicant must have a location within the Retail Cannabis Dispensary Zone. However, the Retail Cannabis Dispensary Zone or an alternative zoning map may be in place before the final award of the permit. As the available zoning is subject to change, applicants are encouraged to select a site in the Retail Cannabis Dispensary Zone and an alternative site outside the existing Retail Cannabis Dispensary Zone and in compliance with all other state laws.
 - The applicant shall identify and describe the location in which the retail dispensary will be located by providing the following information:
 - Address, Assessor's Parcel Number, Site Area and Dimensions;
 - Proof of ability to lease/purchase property (Property Owner Affidavit)
 - The applicant shall provide a conceptual layout of the sites intended development including but not limited to, all proposed uses, building floor area, number of stories, parking, ingress/egress, elevations (if available), and floor plan. The conceptual plan shall be to scale but does not need to be drawn by a licensed engineer or architect.
 - The Retail Dispensary Operation may be component of a larger proposed or existing development proposal which can be described in this application.
 - **Proof of Capitalization – 20 points possible**

The applicant shall submit proof demonstrating sufficient capital is in place to pay startup costs and at least three months of operating

costs. Proof of capitalization shall be in the form of:

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

● **Management Team – 20 points possible**

The applicant shall submit:

- An organizational chart with name and role of each known member of the management team including roles that are known but unfilled should also be included.
 - Resumes for each member of the management team.
 - A discussion of the experience of the management team.
- The application shall include information concerning any special business or professional qualifications or licenses of the management team that would add to the number or quality of services that the dispensary would provide, especially in areas related to medicinal cannabis, such as scientific or health care fields.

● **Proof of Existing Successful Retail Cannabis Dispensary Operation – 20 points possible**

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

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

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

● **Summary of Security Practices – 20 points possible**

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

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

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

recommendations from recommending physicians when applicable. Applicants are encouraged to provide a sample written policy that has been developed.

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

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

- **Community Benefits - 20 points possible**

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

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

- improve blighted buildings within the City's Central Business District;
- provide funding for repairs and improvements to Sweet Brier Plaza;
- provide improvements and/or support to the Lindsay's Wellness Center or parks;
- Provide funding to the Public Safety Department for capital expenses such as: police vehicles, safety equipment, and/or public safety building improvements;
- contribute to local substance abuse programs or other activities that benefit the local community as well as the City of Lindsay.
- support or fund other community programs;
- on-going support for programs that benefit the community

Phase III – Overview

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

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

Phase III - Application Requirements

1. Product Safety and Labeling

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

2. Community Benefits

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

3. Hiring and Employment Practices

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

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

Final Selection

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

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

Submission Process and General Conditions

Should applicants have questions about this application or require additional clarification about the contents of the application, such questions should be directed to the Office of the City Manager via phone at (559) 562-7102 Ext. 8011 or via email to the Assistant to the City Manager at npineda@lindsay.ca.us.

Applicants should submit the following materials before the Phase I/II deadline outlined above:

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

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

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

All of the above materials shall be submitted to:

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

**Deadline for submitting applications:
December 11, 2023, at 3:00 PM**

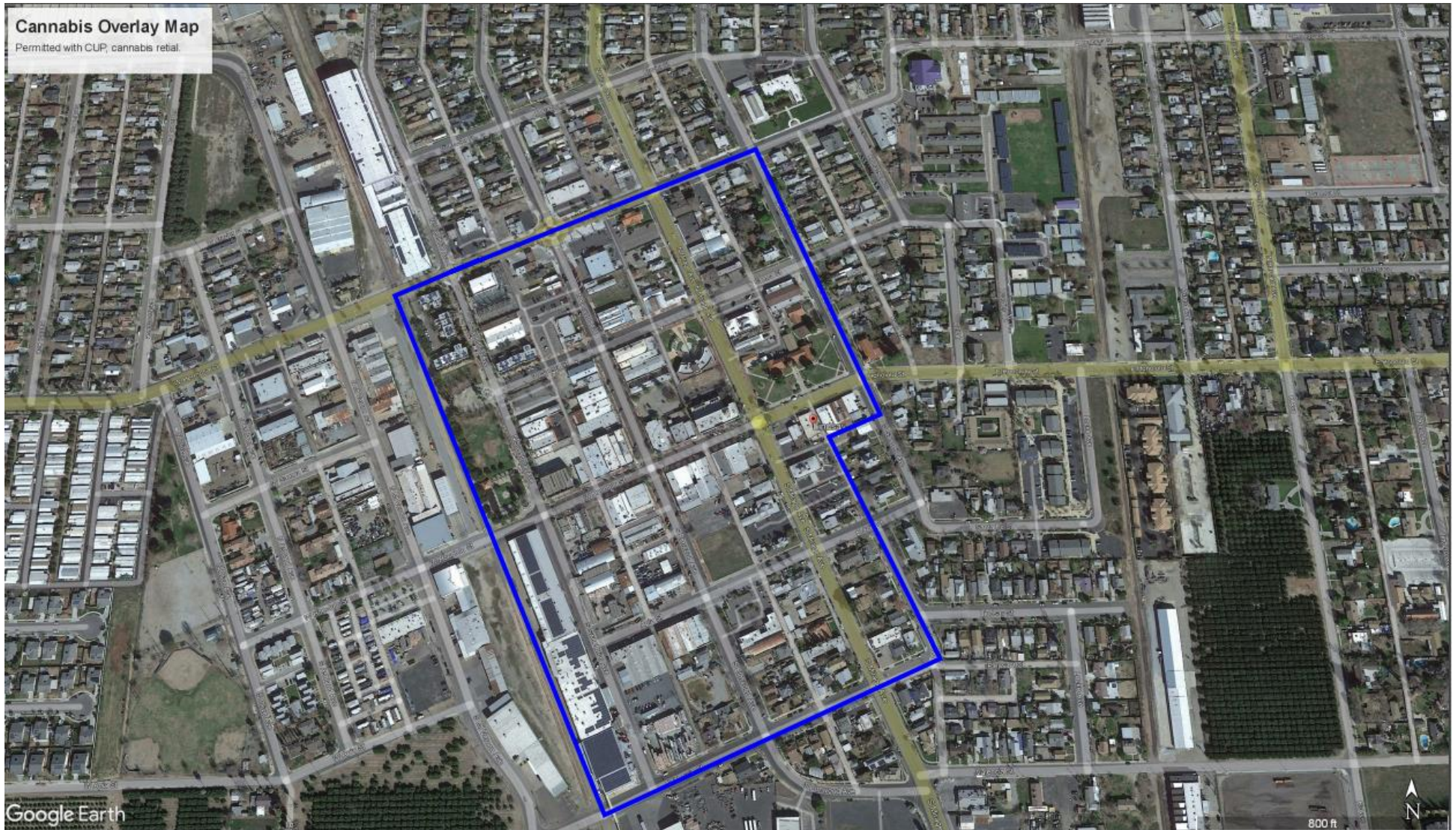
By submitting a proposal, the applicant represents and warrants that:

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

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

Retail Cannabis Dispensary Zone

Retail Cannabis Dispensaries shall be located with the designated boundary outlined in blue.





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

THIS INDEMNIFICATION AGREEMENT (“Agreement”) is entered into this _____ day of _____, 20__
by and between the City of Lindsay (“City”) and _____ (“Applicant”).

RECITALS

WHEREAS, the Applicant has a legal and/or equitable interest in the certain real property located
at Assessor Parcel Number(s): _____
 (“Property”); and

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

TERMS

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

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

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

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

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

Dated: _____

Applicant(s):

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature



Commercial Cannabis Permit Application Acknowledgement Form

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

Printed Name

Signature

Date

Printed Name

Signature

Date

Property Owner Affidavit

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

Legal Property Owner: _____ Date: _____
(Printed Name)

(Signature) Title: _____

Legal Building Owner: _____ Date: _____
(Printed Name)

(Signature) Title: _____

ATTACH:

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

Notary Use Only:

State of California
County of Tulare

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

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

Notary Public

Building Owner Affidavit

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

Property Manager Affidavit (if applicable)

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



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

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

Owner Name: _____

Home or Cell Phone: _____

Home Address: _____

Date of Birth: _____

Tax ID Number: _____

Height: _____

Weight: _____

Hair Color: _____

Signature: _____

Date: _____

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

Live Scan (attached)

Photograph (taken at the Lindsay Public Safety

Department) Fingerprinting (done at the Lindsay Public

Safety Department) Copy of Driver’s License, DMV issued

ID Card or Passport

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

Staff use only: Pass background check

Add more pages as necessary to accommodate responses.

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

Section 667.5

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

Section 1192.7

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

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

1. _____

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

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

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

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

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

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

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

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

10. List 5 references that the City may contact.

Name: _____ Relationship: _____ Phone: _____

Name: _____ Relationship: _____ Phone: _____

Name: _____ Relationship: _____ Phone: _____

Name: _____ Relationship: _____ Phone: _____

Name: _____ Relationship: _____ Phone: _____



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

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

Employee Name: _____

Home or Cell Phone: _____

Home Address: _____

Date of Birth: _____

Height: _____

Weight: _____

Hair Color: _____

Signature: _____

Date: _____

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

Live Scan (attached)

Photograph (taken at the Lindsay Public Safety

Department) Fingerprinting (done at the Lindsay Public

Safety Department) Copy of Driver’s License, DMV issued

ID Card or Passport

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

Staff use only: Pass background check



REQUEST FOR LIVE SCAN SERVICE

Applicant Submission

CA0540400
ORI (Code assigned by DOJ)

NON-SWORN LEA PERSONNEL
Authorized Applicant Type

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

Contributing Agency Information:
LINDSAY POLICE DEPARTMENT
Agency Authorized to Receive Criminal Record Information
185 N. GALE HILL AVE.
Street Address or P.O. Box
LINDSAY CA 93247
City State ZIP Code

05890
Mail Code (five-digit code assigned by DOJ)
MARI CARRILLO
Contact Name (mandatory for all school submissions)
(559) 562-7120
Contact Telephone Number

Applicant Information:

Last Name
Other Name (AKA or Alias) Last
Date of Birth Sex Male Female
Height Weight Eye Color Hair Color
Place of Birth (State or Country) Social Security Number
Home Address Street Address or P.O. Box

First Name Middle Initial Suffix
First Suffix
Driver's License Number
Billing Number 143059 (Agency Billing Number)
Misc. Number (Other Identification Number)
City State ZIP Code

Your Number: _____
OCA Number (Agency Identifying Number)

Level of Service: DOJ FBI
(If the Level of Service indicates FBI, the fingerprints will be used to check the criminal history record information of the FBI)

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

Original ATI Number

Employer (Additional response for agencies specified by statute):

Employer Name
Street Address or P.O. Box
City State ZIP Code

Mail Code (five digit code assigned by DOJ)
Telephone Number (optional)

Live Scan Transaction Completed By:

Name of Operator

Date

Transmitting Agency

LSID

ATI Number

Amount Collected/Billed



REQUEST FOR LIVE SCAN SERVICE

Privacy Notice

As Required by Civil Code § 1798.17

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

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

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

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

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

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

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

Department of Justice
Bureau of Criminal Information & Analysis
Keeper of Records
P.O. Box 903417

Sacramento, CA 94203-4170