



LINDSAY CITY COUNCIL REGULAR MEETING AGENDA

August 25, 2026, 6:00 P.M.

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

Mayor
Misty Villarreal
Mayor Pro Tem
Joe Soria
Councilmembers
Adriana Nave
Rosaena Sanchez
Yolanda Flores

Notice is hereby given that the Lindsay City Council will hold a Regular Meeting on Tuesday, August 25, 2026 at 6:00 p.m. in person and live via YouTube.

 **City of Lindsay YouTube Channel:** <https://www.youtube.com/@CityofLindsay>



Se invita y se anima a las personas de habla hispana a asistir a las reuniones del Concejo Municipal de Lindsay. Las agendas de las reuniones están disponibles en español a solicitud. Para obtener información adicional, comuníquese con la Oficina de la Secretaria Municipal al (559) 562-7102.

Rules for Addressing the City Council:

- Members of the public may address the City Council on matters within the jurisdiction of the City of Lindsay.
- Persons wishing to address Council concerning an item on the agenda will be invited to address the Council during the time that Council is considering that agenda item. Persons wishing to address Council concerning issues not on the agenda will be invited to address Council during the Public Comment portion of the meeting.
- When invited by the Mayor to speak, please step up to the lectern, state your name and city of residence, and make your comments. Comments are limited to three minutes per speaker.

Americans with Disabilities Act

Pursuant to the Americans with Disabilities Act, persons with disabilities who may need assistance should contact the City Clerk prior to the meeting at (559) 562-7102, or via email at lindsaycityclerk@lindsay.ca.us.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. EXECUTIVE (CLOSED) SESSION

4.1 Conference with Labor Negotiators

Pursuant to Cal Gov. Code § 54957

Agency Designated Representative: City Manager (or other designated negotiator)

Employee Organization: Lindsay City Employees Association: Services Employees

International Union (SEIU), Mid-Management Group, Lindsay Professional Fire Fighters

Association (LPFFA), and Lindsay Police Officers Association (LPOA).

4.2 Conference with Legal Counsel – Existing Litigation

Pursuant to Cal Gov. Code § 54956.9

Name of Case: Cabrera v. City of Lindsay

4.3 Conference with Legal Counsel – Existing Litigation

Pursuant to Cal. Gov. Code § 54956.9

Name of Case: Barajas v. City of Lindsay

5. 6:30 P.M RECONVENE FROM CLOSED SESSION

6. **CLOSED SESSION REPORT** – This is the designated time for the City Council to publicly report any actions taken during closed sessions, along with the corresponding votes, if applicable.
7. **APPROVAL OF AGENDA**
8. **COUNCIL REPORT**
9. **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.
10. **CITY MANAGER REPORT**
11. **CONSENT CALENDAR** – Routine items approved in one motion unless an item is pulled for discussion. There will be no separate discussion of these matters unless a request is made, in which event the item will be removed from the Consent Calendar to be discussed and voted upon by a separate motion.
 - 11.1 **Waive the Reading of Ordinance and Approve by Title Only.**
Action & Recommendation: Approve the reading by title only of all ordinances and that further reading of such ordinances be waived.
Submitted by: Dalee Chang, Deputy City Clerk
 - 11.2 **Police & Fire Division Highlights for August 3, 2026 Through August 16, 2026.**
Action & Recommendation: Approved as submitted.
Submitted by: Chief Nicholas Nave, Director of Public Safety
 - 11.3 **Minutes of the Regular Meeting of August 11, 2026.**
Action & Recommendation: Approved as submitted.
Submitted by: Dalee Chang, Deputy City Clerk
 - 11.4 **Warrant List for August 3, 2026 Through August 16, 2026**
Action & Recommendation: Accept the Warrant List for transaction dated August 3, 2026, through August 16, 2026.
Submitted by: Soledad Ruiz-Nunez, Director of Finance
 - 11.5 **Authorization of 5% Acting Pay Differential for Public Works Director Dario Dominguez**
Action & Recommendation: Staff recommends that the City Council adopt Resolution No. 26-43, authorizing a 5% acting pay differential for Public Works Director Dario Dominguez for the period during which he is performing the duties of Acting City Manager.
Submitted by: Miranda Cordova, City Clerk & Human Resource Manager
 - 11.6 **Designation of Voting Delegate and Alternates – League of California Cities Annual Conference and Expo**
Action & Recommendation: Staff recommends that the City Council adopt a resolution designating a voting delegate and up to two alternate voting delegates to represent the City of Lindsay at the League of California Cities Annual Conference and Expo General Assembly, scheduled for September 23–25, 2026, at the Anaheim Convention Center.
Submitted by: Dario Dominguez, Acting City Manager & Director of Public Works

- 11.7 Appointment of Representative and Alternate to the Friant Water Authority Board**
Action & Recommendation: (1.) Appoint the City Manager as the City of Lindsay's primary representative to the Friant Water Authority (FWA) Board. (2.) Appoint an alternate representative to serve on the FWA Board when the primary representative is unavailable.
Submitted by: Dario Dominguez, Acting City Manager & Director of Public Works
- 11.8 Authorization to Recertify Missing Council Meeting Minutes (2020–2024)**
Action & Recommendation: Staff recommends that the City Council authorize the City Clerk to review, verify, and recertify missing or incomplete City Council meeting minutes from the years 2020 through 2024, which currently exist only in digital form but require original wet signatures for official certification.
Submitted by: Miranda Cordova, City Clerk & Human Resource Manager
- 11.9 Cancellation of the Regular City Council Meeting of September 15, 2026, and Rescheduling to September 22, 2026**
Action & Recommendation: Staff recommended cancelling the regular City Council meeting scheduled for Tuesday, September 15, 2026, and rescheduling it to Tuesday, September 22, 2026, due to the absence of a General Counsel representative.
Submitted by: Dario Dominguez, Acting City Manager & Director of Public Works
- 11.10 Adoption of Ordinance No. 705 and Confirmation of Formation Actions for Community Facilities District No. 2026-1 (Services)**
Action & Recommendation: Staff recommends that the City Council: (1.) Adopt Ordinance No. 705, establishing Community Facilities District (CFD) No. 2026-1 (Services) and authorizing the levy of special taxes; and (2.) Confirm the July 21, 2026 City Council actions approving Resolution No. 26-34 (Formation of CFD No. 2026-1 and Calling Special Election) and Resolution No. 26-35 (Certifying Results of Special Election).
Submitted by: Dario Dominguez, Acting City Manager & Director of Public Works
- 11.11 Authorizing a designated official to apply for and administer a San Joaquin Valley Air Pollution Control District Public Benefit Grant**
Action & Recommendation: Staff recommends: (1.) Council adopt Resolution 26-44 authorizing a designated official to apply for and administer a San Joaquin Valley Air Pollution Control District Public Benefit Grant, for four (4) new 2027 Cushman Hauler PRO's. (2.) City Council authorize the City Manager to execute a contract with San Joaquin Valley Air Pollution Control District for the acceptance of a grant to purchase four (4) new 2027 Cushman Hauler PRO's;
Submitted by: Armando da Silva, Director of Parks and Recreation Services

12. DEPARTMENT HEADS REPORT

- 12.1 Finance Department** – Soledad Ruiz-Nunez, Director of Finance
12.2 Parks & Recreation – Armando da Silva, Director of Parks & Recreation

13. PUBLIC HEARING

- 13.1 Consideration of Approval of a Tentative Parcel Map (PLAN-26-01) to Subdivide Approximately 0.74 Acres into Two Parcels at 950 W. Tulare Road, Lindsay, CA 93247(APN: 199-100-054)**
Action & Recommendation: Public Hearing to Consider the Approval of Resolution No. 26-39, A Resolution of the City Council of the City of Lindsay Approving Tentative

Parcel Map No. 26-01, A Request by Terry D. Holmes on Behalf of Property Owner Leonardo Navarro for the Property Located at 950 W. Tulare Road (APN 199-100-054) in the Residential Multi-Family (RM-3) Zone, and Finding that the Project is Exempt from Review Under the California Environmental Quality Act (CEQA) Pursuant to Section 15315 (Minor Land Divisions).

Submitted: Joseph Avina, City Services Manager & Inspector

14. ACTION ITEMS

14.1 CSET Lease Agreement Renewal – Senior Services at Community Center

Action & Recommendation: Staff recommends that the City Council approve the renewal of the Property Lease Agreement between the City of Lindsay and Community Services Employment Training (CSET) and authorize the City Manager to execute all documents necessary to complete the agreement.

Submitted by: Dario Domingues, Acting City Manager & Director Public Works

15. REQUEST FOR FUTURE ITEMS

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. A 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 8011. Notification prior to the meeting will enable the City to ensure accessibility to this meeting and/or provision of an alternative format of the agenda and documents in the agenda packet.

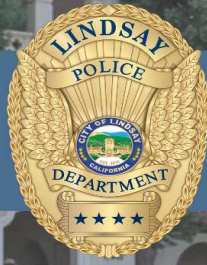
AFFIDAVIT OF POSTING AGENDA

I hereby certify, in conformance with Government Code Sections 54954.2 and 54956, this agenda was posted in the bulletin board at the front of City Hall, 251 E Honolulu St., as well as on the City of Lindsay's website (www.lindsay.ca.us).

DATE & TIME POSTED: Friday, August 21, 2026 at 2:00p.m.

Dalee Chang, Deputy City Clerk

Weekly



Update

August 3rd, 2026 – August 9th, 2026

Police Division Highlights:

Total Calls for Service: 158

Possession of a Controlled Substance / Warrant Arrest

August 3rd, 2026 at 2239 Hours:

Officers responded to the 400 block of N. Westwood Ave. for a report of a suspicious person in the area. Upon arrival they located Francisco Galindo, 61, of Lindsay, who was found to be in possession of a controlled substance, and had an active Tulare County Arrest Warrant. Galindo was taken into custody without incident and was later booked at the South County Detention Facility.

Possession of a Controlled Substance / Arrest

August 4th, 2026 at 0903 Hours:

Officers responded to the area of Frazier St. and Gale Hill Ave. for a report of a subject seen lying on the roadway near a vehicle. Upon arrival officers contacted Jeremy Richie, 40, who was found to be in possession of a controlled substance and was arrested. Richie was later booked at the South County Detention Facility.

Warrant Arrest

August 4th, 2026 at 1738 Hours:

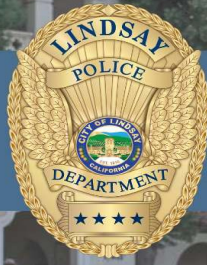
Officers responded to a report of a disturbance in the 500 block of N. Fremont Trail. Upon arrival they contacted Nadia Diaz, 47, of Lindsay, who was found to have an active Tulare County Arrest Warrant. Diaz was taken into custody without incident and later booked at the South County Detention Facility.

Exhibition of Speed / No Ignition Interlock Device / Probation Violation / Warrant Arrest

August 5th, 2026 at 2021 Hours:

While on patrol, Officer Nuñez observed a vehicle exhibiting speed in the area of Hermosa St. and Mt. Vernon Ave. A traffic enforcement stop was conducted and the driver, Eric Sosa, 25, of Lindsay, was found to be operating a vehicle without a required ignition interlock device, in possession of open alcohol containers in the vehicle, and in violation of his probation terms. Sosa also had an active Tulare County Arrest Warrant, and he was taken into custody without incident and later booked at the South County Detention Facility.

Weekly



Update

Porterville Police Department Assist / Arrest

August 6th, 2026 at 2212 Hours:

Officers responded to a residence in the 400 block of Memory Lane in attempt to locate Isidro Orozco, 37, of Lindsay, who was wanted by the Porterville Police Department. Orozco was taken into custody and later transferred to PPD Officers.

Hit & Run Traffic Collision / Driving While Intoxicated / Arrest

August 7th, 2026 at 0130 Hours:

Lindsay Police and Fire units responded to the 500 block of E. Hickory St. for a report of a vehicle that struck a residence. Upon arrival officers located a vehicle that collided with the garage of the residence, and it had come to rest inside the living area. Officers confirmed that no residents were injured and had evacuated the residence due to a gas leak and significant structural damage. Once the gas leak was mitigated, officers confirmed the driver and passenger both fled the scene on foot. Officers were later able to locate and arrest the driver, Nevaeh Velasquez, 22, of Lindsay, who was still found to be intoxicated over three times the legal driving limit. Velasquez was later booked at the South County Detention Facility, and the residence was boarded up for security.

Warrant Arrest

August 7th, 2026 at 2336 Hours:

While on patrol, Officer Cervantes contacted Justin Toledo, 29, of Lindsay, who was found to have an active Tulare County Arrest Warrant. Toledo was taken into custody and later booked at the South County Detention Facility.

Possession of Drug Paraphernalia / Warrants / Arrest X2

August 8th, 2026 at 1251 Hours:

Officer Steidley conducted a traffic enforcement stop and contacted the driver, Larry Dean Phelps, 53, of Exeter, who was found to have three active Tulare County Arrest Warrants and was taken into custody. The passenger, Jennifer Edwards, 53, of Lindsay, was found to be in possession of a controlled substance and also had two active Tulare County Arrest Warrants. Edwards was also taken into custody, and both were later booked at the South County Detention Facility.

Warrant Arrest

August 9th, 2026 at 2108 Hours:

Officer Cervantes contacted Rudolph Martinez, 70, of Lindsay, who was found to have an active Tulare County Arrest Warrant. Martinez was taken into custody and later booked at the South County Detention Facility.

Weekly



Update

Fire Division Highlights:

Total Calls for Service: 28

TCFD Assist / Grass Fire

August 4th, 2026 at 1507 Hours:

Patrol 87 responded to a report of a grass fire in the area of SR65 and Avenue 208, near Strathmore. Upon arrival a small roadside fire was located and quickly extinguished, preventing further property damage. The scene was turned over to TCFD for investigation.

TCFD Assist / Injury Traffic Accident

August 7th, 2026 at 0956 Hours:

Truck 87 responded to a report of an injury traffic accident with a pin-in near the intersection of SR65 and Avenue 208. Upon arrival crews assisted with extrication and patient care until relieved. The scene was turned over to TCFD and CHP for investigation.

Special Events:

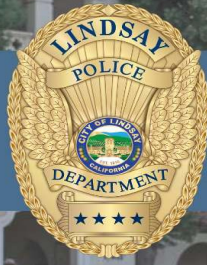
Police and Fire hosted National Night Out at the Lindsay Wellness Center in conjunction with the Parks and Recreation Department. Nearly 300 people received free food, goodies, and swimming to beat the heat.

Upcoming Events / Projects:

Several Officers have been scheduled for Perishable Skills Training in September

Officers are preparing for the first day of school, which is August 10th, 2026

Weekly



Update

August 10th, 2026 – August 16th, 2026

Police Division Highlights:

Total Calls for Service: 162

Possession of Drug Paraphernalia / Warrant / Arrest X2

August 11th, 2026 at 0130 Hours:

Officers responded to a disturbance in the 300 block of Santa Fe St. and contacted Melvin Quinteros, 36, of Lindsay, who was found to be in possession of drug paraphernalia and had an active Tulare County Felony Arrest Warrant. A second subject, Carlos Peralta, 43, of Lindsay, was also found to be in possession of drug paraphernalia. Both were arrested and later booked at the South County Detention Facility.

Felony Hit & Run / Driving While Intoxicated / Arrest

August 11th, 2026 at 2130 Hours:

Lindsay Police and Fire Units responded to a report of an injury traffic accident in the area of SR65 and Hermosa St. Upon arrival two parties in a single vehicle were located with minor injuries, and the suspect vehicle had fled the scene. Officers identified the vehicle as being registered to an address north of the city. Officers responded to the 21600 block of Brooks Ave. located the vehicle, and contacted Gerardo Martinez-Martinez, 21, of Lindsay, who admitted to being involved in the collision and leaving the scene. Martinez-Martinez also displayed symptoms of intoxication and was arrested, later providing a chemical test with results of .08%BrAC twice. He was later booked at the South County Detention Facility.

Possession of a Dirk or Dagger / Probation Violation / Arrest

August 12th, 2026 at 0807 Hours:

Officers responded to the 200 block of E. Honolulu St. for a report of a subject possibly in need of medical attention. Upon arrival contacted was Victor Gomez, 31, of Orange Cove, who declined medical assistance. Gomez was found to be on PRCS probation with search terms, and he was in possession of a concealed fixed-blade knife in violation of his probation terms. Gomez was arrested and later lodged at the South County Detention Facility.

Possession of a Controlled Substance / Possession of Drug Paraphernalia / Warrant Arrest

August 14th, 2026 at 2127 Hours:

While on patrol, Officer Cervantes contacted Merry Torres, 39, of Lindsay, who was found to have an active Tulare County Arrest Warrant. After attempting to flee on a bicycle, Torres was arrested and found to be in possession of drug paraphernalia, as well as a controlled substance. Torres was later booked at the South County Detention Facility.

Weekly



Update

Possession of Drug Paraphernalia / Probation Violation / Warrant Arrest

August 15th, 2026 at 0107 Hours:

While on patrol, Officer Cervantes contacted Tobbasha Pratt, 33, of Lindsay, who was found to have two active Kings County Arrest Warrants. Pratt was additionally found to be in possession of drug paraphernalia, and in violation of his PRCS probation terms. Pratt was arrested without incident and later booked at the South County Detention Facility.

Fire Division Highlights:

Total Calls for Service: 21

Injury Traffic Accident

August 11th, 2026 at 2130 Hours:

T87 responded to the intersection of SR65 and Hermosa St. for a report of an injury traffic collision. Upon arrival two patients were located and assisted until EMS arrived. Both patients were later transported for continued care.

Special Events:

Officers conducted focused traffic enforcement in and around school sites due to an increase in traffic for the first week of school.

Upcoming Events / Projects:

Several Officers have Perishable Skills training next week, with more scheduled in September.

A Multi-Agency Crime Suppression Detail is planned for the first week of September.

We have begun planning for the department's second "Battling Breast Cancer with Bingo" event to be held in October at the Lindsay Wellness Center.



LINDSAY CITY COUNCIL REGULAR MEETING MINUTES

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

Tuesday, August 11, 2026
6:00 p.m. – Regular Meeting

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

STAFF PRESENT: City Attorney Megan Crouch, City Clerk & Human Resource Manager Miranda Cordova, Director of Public Safety Nicholas Nave, Director of Finance Soledad Ruiz-Nunez, Director of Public Works & Acting City Manager Dario Dominguez, Executive Assistant & Deputy City Clerk Dalee Chang, and City Services Maintenance Supervisor Marshall Chairez

1. CALL TO ORDER

Mayor Villarreal called to order the regular meeting of the Lindsay City Council at 6:00 p.m. in the Council Chamber located at 251 E. Honolulu St.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Pro Tem Soria.

3. ROLL CALL

Council Present: Mayor Villarreal
Mayor Pro Tem Soria
Councilmember Nave
Councilmember Flores
Councilmember Sanchez

4. EXECUTIVE (CLOSED) SESSION – At 6:01 P.M.

4.1 Conference with Labor Negotiators

Pursuant to Cal Gov. Code § 54957

Agency Designated Representative: City Manager (or other designated negotiator)

Employee Organization: Lindsay City Employees Association: Services Employees

International Union (SEIU), Mid-Management Group, Lindsay Professional Fire Fighters

Association (LPFFA), and Lindsay Police Officers Association (LPOA).

4.2 Public Employment

Pursuant to Cal Gov. Code § 54957

Title: City Manager

4.3 Public Employment

Pursuant to Cal Gov. Code § 54957

Title: Acting City Manager

4.4 Conference with Legal Counsel – Existing Litigation

Pursuant to Cal Gov. Code § 54956.9

Name of Case: Cabrera v. City of Lindsay

5. 6:41 P.M. RECONVENE FROM CLOSED SESSION

6. CLOSED SESSION REPORT

Council returned from closed session at 6:32pm with nothing to report.

7. APPROVAL OF AGENDA

It was motioned by Councilmember Nave, seconded by Mayor Pro Tem Soria, and unanimously approved 5-0.

8. COUNCIL REPORT

Mayor Pro Tem Soria reported that vendor license checks are in place, which is especially important as the city prepares for the Saturday Market. He attended the National Night Out event, noting its strong turnout, and thanked Public Safety, law enforcement, and partner organizations. He thanked City Services for the ongoing work on the west-side project, noting improvements to streets, sidewalks, and parks, though large branches at Harvard Park may need inspection. He asked residents to remain patient during construction and emphasized enforcing safety rules, when necessary, especially regarding accidents involving e-bikes. He concluded by stating that Lindsay's success depends on teamwork, accountability, and bringing new resources and businesses to the community.

Councilmember Nave reported a productive meeting with the USDA's California State Director regarding funding opportunities, noting USDA's willingness to work with Lindsay. She attended National Night Out and commented on the heat and crowded pool. She addressed e-bike and e-scooter safety at a school board meeting. All parents have been notified that these devices are no longer allowed at K-8 sites due to rising injuries reported by Valley Children's Hospital. She also shared that volleyball has returned to the city for the first time in many years and thanked Armando and his team for supporting the program.

Mayor Villarreal reported attending National Night Out, the theater raffle event, and the Healthy Start backpack giveaway while representing Kiwanis. She also attended the pool party featuring dogs swimming with their owners. She noted that SCCA has spayed and neutered more than 500 animals locally. She will attend TCRTA and TAG meetings on Monday and report back. She announced the upcoming Kiwanis Reverse Dinner, with tickets priced at \$100 per couple and a chance to win over \$2,000.

9. PUBLIC COMMENT

The public comment period was opened. The following comments were received:

Diana Hurta reported that the Senior Center is growing but relies heavily on volunteers who are covering many costs themselves. She expressed serious concerns about the poor quality of the food being provided and questioned whether the vendor is fulfilling its contract. She also noted the lack of a clear budget for Lindsay's Senior Center, which makes planning activities difficult and forces volunteers to fund supplies on their own. She urged the city to review whether the current provider is adequately serving the senior population.

10. CITY MANAGER REPORT

Acting City Manager Dominguez reported that the tree-maintenance RFP is out, with proposals due September 2, and another RFP for the lighting and landscape districts will be released soon. The various streets paving project is progressing well with strong coordination and minimal traffic impacts; phase one is nearly complete, and additional streets will follow. Pool Deck and Well 11 are moving through final documentation and pre-construction steps. He noted positive feedback on the city's coordination and was optimistic project funding for Well 11 may be secure, with additional funding request likely to be approved soon.

11. CONSENT CALENDAR

It was motion by Councilmember Nave, seconded by Mayor Pro Tem Soria, and unanimously carried to approve the items on the Consent Calendar as presented 5-0.

11.1 Waive the Reading of Ordinance and Approve by Title Only.

Action & Recommendation: Approve the reading by title only of all ordinances and that further reading of such ordinances be waived.

Submitted by: Dalee Chang, Deputy City Clerk

11.2 Police & Fire Division Highlights for July 13, 2026 Through August 2, 2026.

Action & Recommendation: Approved as submitted.

Submitted by: Chief Nicholas Nave, Director of Public Safety

11.3 Minutes of the Regular Meeting of July 21, 2026.

Action & Recommendation: Approved as submitted.

Submitted by: Dalee Chang, Deputy City Clerk

11.4 Minutes of the Special Meeting of July 30, 2026

Action & Recommendation: Approved as submitted.

Submitted by: Dalee Chang, Deputy City Clerk

11.5 Warrant List for July 11, 2026 Through August 2, 2026

Action & Recommendation: Accept the Warrant List for transaction dated July 11, 2026, through August 2, 2026.

Submitted by: Soledad Ruiz-Nunez, Director of Finance

11.6 Monthly Treasurer's Report for July 2026

Action & Recommendation: Accept the June Treasurer's Report as presented.

Submitted by: Soledad Ruiz-Nunez, Director of Finance

12. REQUEST FOR FUTURE ITEMS

A councilmember asked that the city fill its seat on the Friant Water Authority, noting that the city pays for this membership and needs to stay updated on the authority's work. They requested that the City Manager look into the matter. The councilmember also mentioned that the seat has not been filled in previous years and expressed concern about the \$45,000 cost, hoping the next council will reconsider paying for it if it remains unused.

13. ADJOURNMENT

The regular meeting was adjourned at 7:00pm.

Approved by Council: August 25, 2026

Misty Villarreal, Mayor

ATTEST:

Dalee Chang, Deputy City Clerk

The next Regular Meeting of the Lindsay City Council is scheduled to be held on September 15, 2026.



STAFF REPORT

TO: Lindsay City Council

MEETING DATE: August 25, 2026

Item #: 11.4
Consent

DEPARTMENT: Finance

FROM: Soledad Ruiz-Nunez, Director of Finance

Agenda Title: Warrant List for transactions dated August 03, 2026, through August 16, 2026

ACTION & RECOMMENDATION

Accept the Warrant List for transactions dated August 03, 2026, through August 16, 2026

BACKGROUND | ANALYSIS

The warrant list for August 03, 2026, through August 16, 2026, is submitted for Council review and acceptance.

FISCAL IMPACT

There is no fiscal impact associated with this action.

ATTACHMENTS

1. Warrant list for August 03, 2026, through August 16, 2026.

Reviewed/Approved: _____



City of Lindsay, CA

Expense Approval Report

By Fund

Payment Dates 8/3/2026 - 8/16/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - GENERAL FUND					
SAVE MART SUPERMARKETS	0320260626113505	06/30/2026	SAVE MART-EMPLOYEE LUNC...	101-4050-038002	50.09
AUTO ZONE COMMERCIAL	03329006806	06/30/2026	DURALAST BATTERY FOR TRU...	101-4130-022015	168.24
AUTO ZONE COMMERCIAL	03329010288	06/30/2026	OIL, FILTERS FOR TRUCK #0188	101-4130-022015	142.40
AUTO ZONE COMMERCIAL	03329012216	06/30/2026	3 GALLON FUEL JUG	101-4130-025000	53.28
PITNEY BOWES INC.	1029859500	06/30/2026	8/1/25-6/30/26 YEARLY POST...	101-4090-036014	441.13
WEX BANK	114040070-FY26	06/30/2026	P.S. FUEL 6/24/26-6/30/26	101-4110-022012	2,155.51
WEX BANK	114040070-FY26	06/30/2026	C.S. FUEL 6/24/26-6/30/26	101-4120-022012	86.94
WEX BANK	114040070-FY26	06/30/2026	C.S. FUEL 6/24/26-6/30/26	101-4130-022012	189.77
WEX BANK	114040070-FY26	06/30/2026	PARKS FUEL 6/24/26-6/30/26	101-4210-022012	249.69
THE GAS COMPANY	11545462225-6/29&6/30	06/30/2026	139 N SWEETBRIER-GAS 6/29/...	101-4210-032001	1.20
THE GAS COMPANY	16371569001-063026	06/30/2026	251 E HONOLULU-GAS	101-4120-032001	1.10
CORPORATE PAYMENT SYSTE...	1804-72226FY26	06/30/2026	OFFICE SUPPLIES-PAPER	101-4010-021000	53.28
CORPORATE PAYMENT SYSTE...	1804-72226FY26	06/30/2026	COUNCIL MEETING-SUBWAY	101-4010-038002	156.38
CORPORATE PAYMENT SYSTE...	1804-72226FY26	06/30/2026	COUNCIL MEETING-DOLLAR G...	101-4010-038002	35.45
CORPORATE PAYMENT SYSTE...	1804-72226FY26	06/30/2026	GAS FOR COUNCIL FOOD PICK...	101-4010-038002	40.76
CORPORATE PAYMENT SYSTE...	1804-72226FY26	06/30/2026	OFFICE SUPPLIES-PINS AND P...	101-4040-021000	69.59
CORPORATE PAYMENT SYSTE...	1804-72226FY26	06/30/2026	OFFICE SUPPLIES	101-4040-021000	39.93
CORPORATE PAYMENT SYSTE...	1804-72226FY26	06/30/2026	OFFICE SUPPLIES-OFFICE TABLE	101-4040-021000	47.50
CORPORATE PAYMENT SYSTE...	1804-72226FY26	06/30/2026	OFFICE SUPPLIES-COFFEE MA...	101-4040-021000	184.86
CORPORATE PAYMENT SYSTE...	1804-72226FY26	06/30/2026	OFFICE SUPPLIES	101-4040-021000	143.72
CORPORATE PAYMENT SYSTE...	1804-72226FY26	06/30/2026	CALIFORNIA MUNICIPAL CLER...	101-4040-037004	300.00
CORPORATE PAYMENT SYSTE...	1804-72226FY26	06/30/2026	EMPLOYEE APPRECIATION-SA...	101-4040-037019	183.73
CORPORATE PAYMENT SYSTE...	1804-72226FY26	06/30/2026	DOLLAR TREE-EMPLOYEE APP...	101-4040-037019	55.33
CORPORATE PAYMENT SYSTE...	1804-72226FY26	06/30/2026	EMPLOYEE APPRECIATION-SA...	101-4040-037019	304.94
CORPORATE PAYMENT SYSTE...	1804-72226FY26	06/30/2026	SAVE MART-EMPLOYEE APPR...	101-4040-037019	106.99
CORPORATE PAYMENT SYSTE...	1804-72226FY26	06/30/2026	LINDSAY DONUTS	101-4040-038002	15.29
CORPORATE PAYMENT SYSTE...	1804-72226FY26	06/30/2026	STAFF MEETING-EL MAGUEY	101-4040-038002	147.23
CORPORATE PAYMENT SYSTE...	1804-72226FY26	06/30/2026	SMALL DESK FAN	101-4050-021000	15.70
CORPORATE PAYMENT SYSTE...	1804-72226FY26	06/30/2026	CASH REGISTER	101-4050-021000	42.14
CORPORATE PAYMENT SYSTE...	1804-72226FY26	06/30/2026	AMAZON-LIGHTNING CABLES ...	101-4110-021000	29.73
CORPORATE PAYMENT SYSTE...	1804-72226FY26	06/30/2026	TYLER TESTING	101-4110-023015	-2.50
CORPORATE PAYMENT SYSTE...	1804-72226FY26	06/30/2026	TYLER TESTING	101-4110-023015	0.01
CORPORATE PAYMENT SYSTE...	1804-72226FY26	06/30/2026	TYLER TESTING	101-4110-023015	2.50
CORPORATE PAYMENT SYSTE...	1804-72226FY26	06/30/2026	TYLER TESTING	101-4110-023015	-0.01
CORPORATE PAYMENT SYSTE...	1804-72226FY26	06/30/2026	OCTOBER BADGE PATCHES	101-4110-024004	675.31
CORPORATE PAYMENT SYSTE...	1804-72226FY26	06/30/2026	UPRINTING-BUSINESS CARDS	101-4110-035000	229.21
CORPORATE PAYMENT SYSTE...	1804-72226FY26	06/30/2026	LUNCH MEETING	101-4120-038002	101.02
CORPORATE PAYMENT SYSTE...	1804-72226FY26	06/30/2026	TRAILER DOWNS	101-4210-021000	42.76
CORPORATE PAYMENT SYSTE...	1804-72226FY26	06/30/2026	ALL PAID-DIAZ & CISNEROS TU...	101-4900-038002	292.00
ACTION EQUIPMENT RENTALS ..	249645-040126	06/30/2026	GENERATOR EQUIPMENT REN...	101-4210-037014	2,246.77
AG IRRIGATION SALES INC	26665	06/30/2026	LANDSCAPING REPAIRS-CITY ...	101-4210-022006	43.26
GRISWOLD LASALLE COBB D...	26677	06/30/2026	22752.118 JUNE 2026	101-4060-031000	18.00
GRISWOLD LASALLE COBB D...	26678	06/30/2026	22752.119 JUNE 2026	101-4060-031000	10,733.03
GRISWOLD LASALLE COBB D...	26679	06/30/2026	22752.006 JUNE 2026	101-4060-031000	1,392.00
GRISWOLD LASALLE COBB D...	26680	06/30/2026	22752.003 JUNE 2026	101-4060-031000	2,500.51
GRISWOLD LASALLE COBB D...	26681	06/30/2026	22752.007 JUNE 2026	101-4060-031000	115.96
GRISWOLD LASALLE COBB D...	26682	06/30/2026	22752.002 JUNE 2026	101-4060-031000	2,405.00
GRISWOLD LASALLE COBB D...	26683	06/30/2026	LEGAL-22752.121 JUNE 2026	101-4060-031000	158.00
GRISWOLD LASALLE COBB D...	26684	06/30/2026	LEGAL-22752.009 JUNE 2026	101-4060-031000	1,820.00
GRISWOLD LASALLE COBB D...	26685	06/30/2026	LEGAL-22752.120 JUNE 2026	101-4060-031000	3,465.78
GRISWOLD LASALLE COBB D...	26686	06/30/2026	LEGAL-22752.012 JUNE 2026	101-4060-031000	1,233.75
AG IRRIGATION SALES INC	27052	06/30/2026	LANDSCAPING REPAIRS-SPOR...	101-4210-022006	260.00
AG IRRIGATION SALES INC	27053	06/30/2026	LANDSCAPING REPAIRS-CITY ...	101-4210-022006	260.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PRECISION CIVIL ENGINEERING..	34100	06/30/2026	O'HARA SUBDIVISION	101-4070-031000	28.75
PRECISION CIVIL ENGINEERING..	34101	06/30/2026	CLONE ESTATES	101-4070-031000	60.00
PRECISION CIVIL ENGINEERING..	34102	06/30/2026	WESTMORE SENIOR APTS	101-4070-031000	255.00
PRECISION CIVIL ENGINEERING..	34105	06/30/2026	456 HIGHLAND-VARIANCE	101-4070-031000	525.00
PRECISION CIVIL ENGINEERING..	34106	06/30/2026	LINDSAY TRAVEL CENTER SIGN	101-4120-031000	612.50
PRECISION CIVIL ENGINEERING..	34107	06/30/2026	SPR-292 LINDERO AVE	101-4070-031000	1,910.00
PRECISION CIVIL ENGINEERING..	34108	06/30/2026	SPR-833 N SEQUOIA	101-4070-031000	1,137.50
PRECISION CIVIL ENGINEERING..	34109	06/30/2026	SPR-ELEC VEHICLE CHARGING ...	101-4070-031000	203.75
PRECISION CIVIL ENGINEERING..	34110	06/30/2026	VITA PAKT ZONE CHANGE & S...	101-4070-031000	247.50
PRECISION CIVIL ENGINEERING..	34111	06/30/2026	PHLA FUNDING	101-4070-031000	821.25
PRECISION CIVIL ENGINEERING..	34112	06/30/2026	TTM-950 W TULARE	101-4070-031000	601.25
PRECISION CIVIL ENGINEERING..	34113	06/30/2026	GENERAL PLANNING	101-4120-031000	4,970.00
PRECISION CIVIL ENGINEERING..	34114	06/30/2026	SPR-1078 TULARE RD-DUPLEX	101-4070-031000	1,940.00
PRECISION CIVIL ENGINEERING..	34115	06/30/2026	BEAUTY SHOP & TAP HOUSE	101-4070-031000	28.75
PRECISION CIVIL ENGINEERING..	34118	06/30/2026	HIDDEN OAKS SUB-DIVISION	101-4070-031000	295.00
PRECISION CIVIL ENGINEERING..	34120	06/30/2026	TRANSPORTATION-STREETS	101-4120-031000	270.00
PRECISION CIVIL ENGINEERING..	34122	06/30/2026	GENERAL ENGINEERING SERVI...	101-4120-031000	3,126.25
PRECISION CIVIL ENGINEERING..	34123	06/30/2026	WATER-WTP	101-4120-031000	255.00
PRECISION CIVIL ENGINEERING..	34126	06/30/2026	HWY 65-OAK ST ROUNDABOUT	101-4070-031000	7,005.00
PRECISION CIVIL ENGINEERING..	34127	06/30/2026	TRAVEL CENTER-HWY 65	101-4070-031000	1,858.75
PRECISION CIVIL ENGINEERING..	34129	06/30/2026	ATP PROJECTS 2026	101-4120-031000	25,950.00
PRECISION CIVIL ENGINEERING..	34136	06/30/2026	CNRA GRANT	101-4070-031000	1,155.00
BAKER TILLY ADVISORY GROU...	BT3614499	06/30/2026	FOR TIME INCURRED TO DATE...	101-4040-031000	9,085.00
KRYPTAURI INC	KRY-COL-2026-0801	06/30/2026	MAR 16, 2026 NETWORK PRI...	101-4020-031000	2,000.00
KRYPTAURI INC	KRY-COL-2026-0801	06/30/2026	JUNE 26, 26 PROJECT MANAG...	101-4020-031000	2,500.00
KRYPTAURI INC	KRY-COL-2026-0801	06/30/2026	JUNE 12, 26 PROJECT MANAG...	101-4020-031000	4,000.00
KRYPTAURI INC	KRY-COL-2026-0801	06/30/2026	JUNE 26, 26 NETWORK PRINCI...	101-4020-031000	5,000.00
KRYPTAURI INC	KRY-COL-2026-0801	06/30/2026	JUNE 12, 2026 NETWORK PRI...	101-4020-031000	8,000.00
TYLER TECHNOLOGIES INC	025-560920	08/06/2026	TYLER CREDIT CARD READER	101-4050-025000	575.29
TYLER TECHNOLOGIES INC	025-560920	08/06/2026	TYLER PCI SERVICE FEE	101-4050-031000	180.00
TYLER TECHNOLOGIES INC	025-561249	08/06/2026	TYLER ERP PRO FINANCIAL & ...	101-4050-031000	1,885.00
ELITE MAINTENANCE & TREE ...	03216341	08/06/2026	OLIVE BOWL LANDSCAPE	101-4210-031000	4,367.00
PITNEY BOWES INC.	1029859500-JULY 2026	08/06/2026	JULY 2026-FY25/26 YEARLY P...	101-4090-036014	40.10
BUILDING MAINTENANCE SER...	10491	08/06/2026	JULY 2026 CLEANING SERVICES	101-4040-031000	2,650.00
BUILDING MAINTENANCE SER...	10491	08/06/2026	OUTSTANDING INVOICE#9076	101-4040-031000	-2,250.00
THE GAS COMPANY	11545462225-07/29/26	08/06/2026	139 N SWEET BRIAR-7/1/-7/2...	101-4210-032001	16.88
THE GAS COMPANY	16371569001-7/29	08/06/2026	251 E HONOLULU-GAS 7/1-7/...	101-4120-032001	14.58
CORPORATE PAYMENT SYSTE...	1804-072226	08/06/2026	COUNCIL MEETING-DRINKS	101-4010-038002	31.97
CORPORATE PAYMENT SYSTE...	1804-072226	08/06/2026	OFFICE SUPPLIES	101-4040-021000	18.15
CORPORATE PAYMENT SYSTE...	1804-072226	08/06/2026	OFFICE SUPPLIES	101-4040-021000	128.32
CORPORATE PAYMENT SYSTE...	1804-072226	08/06/2026	CANVA	101-4040-023015	36.55
CORPORATE PAYMENT SYSTE...	1804-072226	08/06/2026	STAFF MEETING-ORANGE BELT	101-4040-038002	131.98
CORPORATE PAYMENT SYSTE...	1804-072226	08/06/2026	STAFF MEETING-JALAPEÑO GR...	101-4040-038002	129.63
CORPORATE PAYMENT SYSTE...	1804-072226	08/06/2026	CITY MANAGER STAFF MEETI...	101-4040-038002	232.72
CORPORATE PAYMENT SYSTE...	1804-072226	08/06/2026	IIMC CITY CLERK RENEWAL	101-4040-038002	195.00
CORPORATE PAYMENT SYSTE...	1804-072226	08/06/2026	BREAK ROOM CABINET	101-4050-025000	239.24
CORPORATE PAYMENT SYSTE...	1804-072226	08/06/2026	CSMFO TRAINING	101-4050-038002	520.00
CORPORATE PAYMENT SYSTE...	1804-072226	08/06/2026	AMAZON-COMPUTER MOUNT	101-4110-021000	65.24
CORPORATE PAYMENT SYSTE...	1804-072226	08/06/2026	USB, BATTERIES	101-4110-021000	103.59
CORPORATE PAYMENT SYSTE...	1804-072226	08/06/2026	CLEANING SUPPLIES	101-4110-021000	35.69
CORPORATE PAYMENT SYSTE...	1804-072226	08/06/2026	CARD HOLDERS	101-4110-021000	10.30
CORPORATE PAYMENT SYSTE...	1804-072226	08/06/2026	DSLR PROS-DRONE BATTERIES	101-4110-022006	868.92
CORPORATE PAYMENT SYSTE...	1804-072226	08/06/2026	TYLER TESTING	101-4110-023015	2.50
CORPORATE PAYMENT SYSTE...	1804-072226	08/06/2026	TYLER TESTING	101-4110-023015	2.50
CORPORATE PAYMENT SYSTE...	1804-072226	08/06/2026	TYLER TESTING	101-4110-023015	-2.50
CORPORATE PAYMENT SYSTE...	1804-072226	08/06/2026	TYLER TESTING	101-4110-023015	-1.00
CORPORATE PAYMENT SYSTE...	1804-072226	08/06/2026	TYLER TESTING	101-4110-023015	-1.00
CORPORATE PAYMENT SYSTE...	1804-072226	08/06/2026	TYLER TESTING	101-4110-023015	1.00
CORPORATE PAYMENT SYSTE...	1804-072226	08/06/2026	TYLER TESTING	101-4110-023015	-2.50
CORPORATE PAYMENT SYSTE...	1804-072226	08/06/2026	TYLER TESTING	101-4110-023015	1.00

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CORPORATE PAYMENT SYSTE...	1804-072226	08/06/2026	RESERVE POLICE OFFICER ASS...	101-4110-037004	125.00
CORPORATE PAYMENT SYSTE...	1804-072226	08/06/2026	CLEAR-RECORDS MEMBERSHIP	101-4110-037004	75.00
CORPORATE PAYMENT SYSTE...	1804-072226	08/06/2026	ALLPAID TULARE COUNTY-OP...	101-4110-038002	146.00
CORPORATE PAYMENT SYSTE...	1804-072226	08/06/2026	AMAZON-CHEMICAL ASPHALT...	101-4130-023006	106.54
CORPORATE PAYMENT SYSTE...	1804-072226	08/06/2026	NEW VOLLEYBALL NET AT CITY...	101-4210-021000	31.53
CORPORATE PAYMENT SYSTE...	1804-072226	08/06/2026	HOME DEPOT-GEAR STORAGE...	101-4900-024004	652.22
ADRIANA MARIA NAVE	2026-08-01AN	08/06/2026	COUNCIL STIPEND FOR AUGU...	101-4010-037012	250.00
JOSE SORIA JR.	2026-08-01JS	08/06/2026	COUNCIL STIPEND FOR AUGU...	101-4010-037012	275.00
MISTY VILLARREAL	2026-08-01MV	08/06/2026	COUNCIL STIPEND FOR AUGU...	101-4010-037012	300.00
ROSAENA SANCHEZ	2026-08-01RS	08/06/2026	COUNCIL STIPEND FOR AUGU...	101-4010-037012	250.00
YOLANDA FLORES	2026-08-01YF	08/06/2026	COUNCIL STIPEND FOR AUGU...	101-4010-037012	250.00
GRISWOLD LASALLE COBB D...	27116	08/06/2026	LEGAL-22752.118 JULY 2026	101-4060-031000	100.50
GRISWOLD LASALLE COBB D...	27117	08/06/2026	LEGAL-22752.119 JULY 2026	101-4060-031000	2,850.95
GRISWOLD LASALLE COBB D...	27118	08/06/2026	LEGAL-22752.006 JULY 2026	101-4060-031000	3,172.95
GRISWOLD LASALLE COBB D...	27119	08/06/2026	LEGAL-22752.003 JULY 2026	101-4060-031000	740.00
GRISWOLD LASALLE COBB D...	27120	08/06/2026	LEGAL-22752.007 JULY 2026	101-4060-031000	16.50
GRISWOLD LASALLE COBB D...	27121	08/06/2026	LEGAL-22752.002 JULY 2026	101-4060-031000	1,755.00
GRISWOLD LASALLE COBB D...	27122	08/06/2026	LEGAL-22752.004 JULY 2026	101-4060-031000	390.00
GRISWOLD LASALLE COBB D...	27123	08/06/2026	LEGAL-22752.121 JULY 2026	101-4060-031000	1,640.79
GRISWOLD LASALLE COBB D...	27124	08/06/2026	LEGAL-22752.120 JULY 2026	101-4060-031000	776.55
GRISWOLD LASALLE COBB D...	27125	08/06/2026	LEGAL-22752.005 JULY 2026	101-4060-031000	387.67
PREMIER ACCESS INSURANCE ...	3347337	08/06/2026	DENTAL AUGUST 2026	101-0000-200260	3,233.21
CINTAS CORPORATION #621	4275288907	08/06/2026	MATS	101-4040-037000	40.36
CINTAS CORPORATION #621	4275288907	08/06/2026	MATS	101-4050-037000	83.77
CINTAS CORPORATION #621	4276771944	08/06/2026	MATS	101-4040-037000	40.36
CINTAS CORPORATION #621	4276771944	08/06/2026	MATS	101-4050-037000	83.77
LINCOLN NAT'L INSURANCE C...	4992508254	08/06/2026	AUGUST 2026 LIFE	101-0000-200260	1,365.66
CULLIGAN	53249-073126	08/06/2026	251 E HONOLULU-H.R. & C.M. ...	101-4040-037000	36.90
CULLIGAN	53249-073126	08/06/2026	251 E HONOLULU-F.D. JULY 2...	101-4050-037000	43.80
U.S. BANK EQUIPMENT FINAN...	587333253	08/06/2026	FOLDING MACHINE LEASE	101-4050-036014	277.35
CVIN LLC	77109	08/06/2026	INTERNET FOR CITY HALL AU...	101-4020-031000	850.00
JEFF PFEIFFER	826	08/06/2026	JULY 2026 SQUIRREL ERADICA...	101-4210-031000	1,000.00
SUPERIOR VISION SERVICES I...	975843	08/06/2026	VISION AUGUST 2026	101-0000-200260	475.91
INFOARMOR INC	INV0000056	08/07/2026	6753-IDRNTITY PLAN	101-0000-200260	71.84
STATE DISBURSEMENT UNIT	INV0000057	08/07/2026	CHILD SUPPORT	101-0000-200285	398.29
MCDERMONT VENTURE INC	INV0000058	08/07/2026	MCDERMONT MEMBERSHIPS	101-0000-200259	62.29
SEIU LOCAL 521	INV0000059	08/07/2026	COPE SEIU	101-0000-200285	2.00
SEIU LOCAL 521	INV0000060	08/07/2026	UNION DUES	101-0000-200285	253.14
CITY OF LINDSAY	INV0000061	08/07/2026	SANDY PEREZ LOAN L203	101-0000-200285	237.37
LINDSAY POLICE OFFICERS AS...	INV0000062	08/07/2026	LPOA DUES	101-0000-200285	395.90
GREAT-WEST TRUST	INV0000063	08/07/2026	DEFERRED COMP	101-0000-200275	2,211.26
GREAT-WEST TRUST	INV0000063	08/07/2026	DEFERRED COMP	101-0000-200275	775.00
GREAT-WEST TRUST	INV0000063	08/07/2026	EE ROTH CONTRIBUTIONS	101-0000-200275	631.16
GREAT-WEST TRUST	INV0000063	08/07/2026	EE ROTH CONTRIBUTIONS	101-0000-200275	375.00
GREAT-WEST TRUST	INV0000063	08/07/2026	DEFER COMP MATCH	101-0000-200281	3,568.89
GREAT-WEST TRUST	INV0000063	08/07/2026	DEFER COMP MATCH	101-0000-200281	150.00
GREAT-WEST TRUST	INV0000063	08/07/2026	DC LOAN REPAYMENT	101-0000-200285	2,252.47
INTERNAL REVENUE SERVICE (...)	INV0000064	08/07/2026	FEDERAL WH 8/7/26	101-0000-200235	13,410.53
INTERNAL REVENUE SERVICE (...)	INV0000064	08/07/2026	SOCIAL SECURITY WH 8/7/26	101-0000-200250	20,985.90
INTERNAL REVENUE SERVICE (...)	INV0000064	08/07/2026	MEDICARE WH 8/7/2026	101-0000-200250	4,908.16
STATE OF CALIFORNIA - EDD	INV0000065	08/07/2026	SDI 8/7/26	101-0000-200240	2,097.38
STATE OF CALIFORNIA - EDD	INV0000065	08/07/2026	STATE WH 8/7/26	101-0000-200240	5,214.63
TYLER TECHNOLOGIES INC	025-561797	08/13/2026	TYLER TIME & ATTENDANCE ...	101-4050-031000	2,102.50
TYLER TECHNOLOGIES INC	025-562062	08/13/2026	TYLER TIMECLOCK	101-4130-025000	576.13
TYLER TECHNOLOGIES INC	025-562062	08/13/2026	TYLER TIMECLOCK	101-4210-025000	576.13
WEX BANK	114040070	08/13/2026	P.S. FUEL 7/1/26-7/23/26	101-4110-022012	7,082.53
WEX BANK	114040070	08/13/2026	C.S. FUEL 7/1/26-7/23/26	101-4120-022012	285.66
WEX BANK	114040070	08/13/2026	C.S. FUEL 7/1/26-7/23/26	101-4130-022012	623.53
WEX BANK	114040070	08/13/2026	PARKS FUEL 7/1/26-7/23/26	101-4210-022012	820.26
TELEPACIFIC COMMUNICATI...	191561045-0	08/13/2026	08/09/26-09/08/26 PHONE	101-4040-033001	723.41

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TELEPACIFIC COMMUNICATI...	191561045-0	08/13/2026	08/09/26-09/08/26 PHONE	101-4050-033001	847.12
TELEPACIFIC COMMUNICATI...	191561045-0	08/13/2026	08/09/26-09/08/26 PHONE	101-4110-033001	1,313.56
TELEPACIFIC COMMUNICATI...	191561045-0	08/13/2026	08/09/26-09/08/26 TELEPHO...	101-4120-033001	819.01
THE GUALCO GROUP INC	2026-08-04	08/13/2026	PROFESSIONAL SERVICES REN...	101-4040-031000	6,185.00
CASANDRA GOMEZ ALVAREZ	2026-08-RECCLERK-CG	08/13/2026	RECORDS CLERK TRAINING PE...	101-4110-038002	365.35
CENTRAL VALLEY BUSINESS F...	269605	08/13/2026	NEW SERVICE CARDS	101-4050-035000	171.14
CENTRAL VALLEY BUSINESS F...	269730	08/13/2026	LASER CHECKS A/P	101-4050-035000	427.12
ALLIANT INSURANCE SERVICES...	3602273	08/13/2026	26-27 COMMERCIAL CYBER LI...	101-4020-034000	5,000.00
CINTAS CORPORATION #621	4278298872	08/13/2026	MATS	101-4040-037000	40.36
CINTAS CORPORATION #621	4278298872	08/13/2026	MATS	101-4050-037000	83.77
QUILL CORPORATION	49772450	08/13/2026	PAPER & PENS	101-4050-021000	126.43
QUILL CORPORATION	49775393	08/13/2026	A-Z SORTER	101-4050-021000	33.59
QUILL CORPORATION	49794244	08/13/2026	PAID STAMP	101-4050-021000	68.50
PITNEY BOWES INC.	8000-9090-0702-7779-080326	08/13/2026	POSTAGE REFILL	101-4050-035000	2,000.00
STERICYCLE INC	8014999946	08/13/2026	H.R. JULY 2026 SHRED-IT	101-4040-037000	83.20
STERICYCLE INC	8014999946	08/13/2026	F.D. JULY 2026 SHRED-IT	101-4050-037000	83.20
STERICYCLE INC	8014999946	08/13/2026	P.S. JULY 2026 SHRED-IT	101-4110-037000	104.36
HOME DEPOT	8510415	08/13/2026	EQUIPMENT REPAIR AND TUN...	101-4210-022006	358.97
HEINKS CONSULTING	COL-CH-05	08/13/2026	NETWORK MAINTENANCE	101-4020-031000	1,125.00
HEINKS CONSULTING	COL-CH-05	08/13/2026	UBIQUITI EQUIPMENT FOR CI...	101-4130-025000	244.22
HEINKS CONSULTING	COL-CH-05	08/13/2026	UBIQUITI EQUIPMENT FOR CI...	101-4210-025000	244.22
34ED LLC	INV10018	08/13/2026	WETIP LIVE 24/7/365	101-4040-037004	1,500.00
KRYPTAURI INC	KRY-COL-2026-0801-073026	08/13/2026	JULY 2026 PROJECT MANAGE...	101-4020-031000	281.25
KRYPTAURI INC	KRY-COL-2026-0801-073026	08/13/2026	JULY 2026 SR. SYSTEMS ENGI...	101-4020-031000	1,650.00
KRYPTAURI INC	KRY-COL-2026-0801-073026	08/13/2026	JULY 2026 NETWORK PRINCIP...	101-4020-031000	1,500.00
Fund 101 - GENERAL FUND Total:					244,841.68

Fund: 263 - MEASURE R

PRECISION CIVIL ENGINEERING...	34128	06/30/2026	STREET PROJECTS 2026-VARI...	263-4263-063000	34,453.75
PRECISION CIVIL ENGINEERING...	34134	06/30/2026	LINDSAY TRANSIT CENTER PCE...	263-4263-062000	982.50
Fund 263 - MEASURE R Total:					35,436.25

Fund: 400 - RECREATION

ANITA GUTIERREZ	0601-2026	06/30/2026	ZUMBA-JUNE 2026	400-4400-037030	270.00
THE GAS COMPANY	09237527180-6/29&6/30	06/30/2026	740 SEQUOIA-BLDG 6/29 & 6/...	400-4400-032001	4.54
THE GAS COMPANY	09862829059-6/29&6/30	06/30/2026	740 SEQUOIA-POOL 6/29 & 6/...	400-4400-032001	48.90
CLAUDIA ZENDEJAS	100736184	06/30/2026	REFUND FOR COACHING A TE...	400-4400-037000	150.00
ALMA ALVAREZ	101214031	06/30/2026	REFUND FOR COACHING A TE...	400-4400-037000	50.00
JIORANNI MENDEZ	101794232	06/30/2026	REFUND FOR COACHING A TE...	400-4400-037000	50.00
CALUDIA VASQUEZ	102292503	06/30/2026	REFUND FOR COACHING A TE...	400-4400-037000	50.00
KAITLIN TOTTY	102413031	06/30/2026	REFUND FOR COACHING A TE...	400-4400-037000	50.00
JUDY GUEVARA	102870035	06/30/2026	REFUND FOR COACHING A TE...	400-4400-037000	50.00
NATASHA ARMSTRONG	103111254	06/30/2026	REFUND FOR BASEBALL LEAG...	400-4400-037000	50.00
VERONICA MUNGUIA	103117606	06/30/2026	REFUND FOR COACHING A TE...	400-4400-037000	100.00
CORPORATE PAYMENT SYSTE...	1804-72226FY26	06/30/2026	REPLACEMENT SNAP HOOKS ...	400-4400-025000	7.90
CORPORATE PAYMENT SYSTE...	1804-72226FY26	06/30/2026	WELLNESS CENTER MUSIC	400-4400-037004	12.99
CORPORATE PAYMENT SYSTE...	1804-72226FY26	06/30/2026	SUMMER NIGHT LIGHT EVENT...	400-4400-037030	319.85
CORPORATE PAYMENT SYSTE...	1804-72226FY26	06/30/2026	SUMMER NIGHT LIGHTS FAMI...	400-4400-037030	171.12
CORPORATE PAYMENT SYSTE...	1804-72226FY26	06/30/2026	SUMMER NIGHT LIGHTS FAMI...	400-4400-037030	34.95
CORPORATE PAYMENT SYSTE...	1804-72226FY26	06/30/2026	FATHER'S DAY BRIGHT MINDS...	400-4400-037030	43.24
CORPORATE PAYMENT SYSTE...	1804-72226FY26	06/30/2026	SUMMER NIGHT LIGHTS FAMI...	400-4400-037030	46.81
CORPORATE PAYMENT SYSTE...	1804-72226FY26	06/30/2026	SUMMER NIGHT LIGHTS EVEN...	400-4400-037030	63.03
CORPORATE PAYMENT SYSTE...	1804-72226FY26	06/30/2026	STICKER DOTS FOR COMMUNI...	400-4400-037030	11.94
CORPORATE PAYMENT SYSTE...	1804-72226FY26	06/30/2026	SUMMER LIGHT NIGHTS EVEN...	400-4400-037030	21.68
NATALIA MUNOZ	2089	06/30/2026	GREAT ROOM DEPOSIT REFU...	400-4400-200207	500.00
NATALIA MUNOZ	2089	06/30/2026	BREACHED FACILITY RULES	400-4400-300006	-250.00
PRECISION CIVIL ENGINEERING...	34133	06/30/2026	WELLNESS CENTER POOL RE...	400-4400-063000	1,537.50
SOUTHERN CA. EDISON CO.	400470455603-063026	06/30/2026	740 SEQUOIA-POOL	400-4400-032001	3,487.05
BSN SPORTS LLC	934634771	06/30/2026	PORTABLE BACKSTOPS & INFI...	400-4400-025000	5,947.53
VALERIE VELASQUEZ	99385463	06/30/2026	REFUND FOR COACHING A TE...	400-4400-037000	50.00
DEPARTMENT OF INDUSTRIAL...	S 2307805 SA	06/30/2026	ELEVATOR INSPECTION-CONV...	400-4400-031000	675.00
AAA SECURITY INC	000206528	08/06/2026	SECURITY FOR PARTY	400-4400-031000	356.31

Expense Approval Report

Payment Dates: 8/3/2026 - 8/16/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
YVETTE DURAN	0007-2026	08/06/2026	POUND-FITNESS JULY 2026	400-4400-037030	150.00
THE GAS COMPANY	09237527180-7/29/26	08/06/2026	740 SEQUOIA-BLDG 7/1-7/29/...	400-4400-032001	63.67
THE GAS COMPANY	09862829059-7/29/26	08/06/2026	740 SEQUOIA-POOL 7/1-7/29/...	400-4400-032001	684.57
THE BRIGHT MINDS PROJECT	1042	08/06/2026	WELLNESS WORKSHOPS-7/23...	400-4400-037030	150.00
THE BRIGHT MINDS PROJECT	1042	08/06/2026	WELLNESS WORKSHOPS-JULY ...	400-4400-037030	150.00
CULLIGAN	178442-073126	08/06/2026	860 N SEQUOIA WATER	400-4400-037000	15.95
CORPORATE PAYMENT SYSTE...	1804-072226	08/06/2026	TINY SPIKERS VOLLEYBALL SU...	400-4400-025000	77.17
CORPORATE PAYMENT SYSTE...	1804-072226	08/06/2026	SUMMER NIGHT LIGHTS EVEN...	400-4400-037030	18.08
CORPORATE PAYMENT SYSTE...	1804-072226	08/06/2026	SUMMER NIGHT LIGHTS MOV...	400-4400-037030	40.23
CORPORATE PAYMENT SYSTE...	1804-072226	08/06/2026	MOVIES FOR SUMMER NIGHT ...	400-4400-037030	38.03
SEIU- EDUCATION AND SUPP...	2253	08/06/2026	GREAT ROOM DEPOSIT REFU...	400-4400-200207	250.00
ANA CARRETERO	2607	08/06/2026	ZUMBA GOLD, AQUA ZUMBA,...	400-4400-037030	490.00
CINTAS CORPORATION #621	4275289017	08/06/2026	WC CLEANING SUPPLIES	400-4400-021000	614.44
PROTIME SPORTS INC	430242	08/06/2026	VOLLEYBALL UNIFORMS	400-4400-024004	610.81
PROTIME SPORTS INC	431617	08/06/2026	VOLLEYBALL UNIFORMS	400-4400-024004	1,083.87
ROMELIA MEDINA	7-26	08/06/2026	JULY 2026 ZUMBA,CHAIR CLA...	400-4400-037030	720.00
MARIA EDWARDS	8-2026	08/06/2026	JULY 2026 ZUMBA	400-4400-037030	120.00
LINCOLN AQUATICS	Q2035598	08/06/2026	BOTTLE DEPOSIT RETURNABLE	400-4400-021000	-270.00
LINCOLN AQUATICS	Q2036007	08/06/2026	POOL CHEMICALS	400-4400-021000	3,179.73
LINCOLN AQUATICS	Q2036029	08/06/2026	POOL CHEMICALS	400-4400-021000	2,716.03
LINCOLN AQUATICS	Q2036048	08/06/2026	BOTTLE DEPOSIT RETURNABLE	400-4400-021000	-560.00
TYLER TECHNOLOGIES INC	025-562062	08/13/2026	TYLER TIMECLOCK	400-4400-025000	2,304.50
ANGELICA BERMUDEZ	040	08/13/2026	ZUMBA & POUND	400-4400-037030	120.00
TELEPACIFIC COMMUNICATI...	191561045-0	08/13/2026	08/09/26-09/08/26 PHONE	400-4400-033001	775.96
JUANA CORTEZ	2157	08/13/2026	GREAT ROOM DEPOSIT REFU...	400-4400-200207	500.00
JUANA CORTEZ	2157	08/13/2026	WENT OVER RENTAL TIME	400-4400-300006	-80.00
ANA CARRETERO	2607.1	08/13/2026	PAID JULY CLASSES WITH CHE...	400-4400-037030	-490.00
ANA CARRETERO	2607.1	08/13/2026	ZUMBA GOLD, AQUA ZUMBA,...	400-4400-037030	690.00
ALLIANT INSURANCE SERVICES...	3602273	08/13/2026	26-27 COMMERCIAL CYBER LI...	400-4400-034000	932.80
CIVICPLUS LLC	384160	08/13/2026	CIVIC REC ANNUAL FEE	400-4400-023015	13,150.04
MARGARITA BENITEZ BAEZA	72026	08/13/2026	ZUMBA CLASSES JULY 2026	400-4400-037030	150.00
Fund 400 - RECREATION Total:					42,306.22

Fund: 552 - WATER

WEX BANK	114040070-FY26	06/30/2026	C.S. FUEL 6/24/26-6/30/26	552-4552-022012	201.74
PROVOST & PRITCHARD CON...	130526	06/30/2026	WELL 11 PROJECT APRIL 2026 ...	552-4552-031000	17,545.90
PROVOST & PRITCHARD CON...	132659	06/30/2026	WELL 11 PROJECT JUNE 2026 ...	552-4552-031000	23,125.30
CORPORATE PAYMENT SYSTE...	1804-72226FY26	06/30/2026	RUST AUTOMATION VALVES ...	552-4552-022006	1,395.76
PRECISION CIVIL ENGINEERING..	34125	06/30/2026	TONYVILLE-LINDSAY WATER S...	552-4552-031000	1,657.50
PRECISION CIVIL ENGINEERING..	34130	06/30/2026	WELL 11 TREATMENT PROJECT	552-4552-064000	20,780.00
PRECISION CIVIL ENGINEERING..	34131	06/30/2026	VALADEO WELL	552-4552-031000	255.00
PRECISION CIVIL ENGINEERING..	34135	06/30/2026	URBAN WATER REPORT	552-4552-031000	2,835.00
PRECISION CIVIL ENGINEERING..	34137	06/30/2026	MEASURE R-PAGE-MOORE	552-4552-031000	4,192.50
CORPORATE PAYMENT SYSTE...	1804-072226	08/06/2026	AMAZON-14 INCH METAL STE...	552-4552-021000	64.16
CORPORATE PAYMENT SYSTE...	1804-072226	08/06/2026	TRUCK#5146-TRUCK TOOL CH...	552-4552-025000	150.76
INGRAM EQUIPMENT COMPA...	3208	08/06/2026	WELL 11 PUMPING TEST	552-4552-031000	9,375.00
INGRAM EQUIPMENT COMPA...	3209	08/06/2026	OLIVE BOWL PARK WELL 13 P...	552-4552-031000	10,000.00
TYLER TECHNOLOGIES INC	025-562062	08/13/2026	TYLER TIMECLOCK	552-4552-025000	576.12
DAVID & SON BACKHOE SERVI...	029	08/13/2026	EMERGENCY REPAIR HWY 65/...	552-4552-022006	3,800.00
WEX BANK	114040070	08/13/2026	C.S. FUEL 7/1/26-7/23/26	552-4552-022012	662.86
TELEPACIFIC COMMUNICATI...	191561045-0	08/13/2026	08/09/26-09/08/26 PHONE	552-4552-033001	145.53
ALLIANT INSURANCE SERVICES...	3602273	08/13/2026	26-27 COMMERCIAL CYBER LI...	552-4552-034000	3,500.00
RALPH GUTIERREZ WATER SE...	832361	08/13/2026	CPO WATER TREATMENT JULY...	552-4552-031000	3,250.00
HEINKS CONSULTING	COL-CH-05	08/13/2026	UBIQUITI EQUIPMENT FOR CL...	552-4552-025000	244.22
Fund 552 - WATER Total:					103,757.35

Fund: 553 - SEWER

WEX BANK	114040070-FY26	06/30/2026	C.S. FUEL 6/24/26-6/30/26	553-4553-022012	139.30
CORPORATE PAYMENT SYSTE...	1804-072226	08/06/2026	TRUCK#5146-TRUCK TOOL CH...	553-4553-025000	301.52
TYLER TECHNOLOGIES INC	025-562062	08/13/2026	TYLER TIMECLOCK	553-4553-025000	576.12
WEX BANK	114040070	08/13/2026	C.S. FUEL 7/1/26-7/23/26	553-4553-022012	457.70
TELEPACIFIC COMMUNICATI...	191561045-0	08/13/2026	08/09/26-09/08/26 PHONE	553-4553-033001	435.42

Expense Approval Report

Payment Dates: 8/3/2026 - 8/16/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ALLIANT INSURANCE SERVICES...	3602273	08/13/2026	26-27 COMMERCIAL CYBER LI...	553-4553-034000	3,500.00
RALPH GUTIERREZ WATER SE...	832361	08/13/2026	CPO WASTE WATER TREATM...	553-4553-031000	3,250.00
HEINKS CONSULTING	COL-CH-05	08/13/2026	UBIQUITI EQUIPMENT FOR CI...	553-4553-025000	244.21
Fund 553 - SEWER Total:					8,904.27
Fund: 554 - REFUSE					
WEX BANK	114040070-FY26	06/30/2026	C.S. FUEL 6/24/26-6/30/26	554-4554-022012	29.54
CORPORATE PAYMENT SYSTE...	1804-072226	08/06/2026	TRUCK#5146-TRUCK TOOL CH...	554-4554-021000	50.26
WEX BANK	114040070	08/13/2026	C.S. FUEL 7/1/26-7/23/26	554-4554-022012	97.04
Fund 554 - REFUSE Total:					176.84
Fund: 883 - SIERRA VIEW ASSESSMENT					
CLEAN CUT LANDSCAPE MAN...	6397	08/06/2026	SIERRA VIEW ESTATES-LANDS...	883-4883-031000	1,298.00
Fund 883 - SIERRA VIEW ASSESSMENT Total:					1,298.00
Fund: 884 - HERITAGE ASSESSMENT DIST					
CLEAN CUT LANDSCAPE MAN...	6397	08/06/2026	HERITAGE PARK-LANDSCAPE J...	884-4884-031000	315.00
Fund 884 - HERITAGE ASSESSMENT DIST Total:					315.00
Fund: 886 - SAMOA					
CLEAN CUT LANDSCAPE MAN...	6397	08/06/2026	SAMOA TOWN HOMES-LAND...	886-4886-031000	154.00
Fund 886 - SAMOA Total:					154.00
Fund: 887 - SWEETBRIER TOWNHOUSES					
CLEAN CUT LANDSCAPE MAN...	6397	08/06/2026	HERMOSA TOWN HOMES-LA...	887-4887-031000	546.00
Fund 887 - SWEETBRIER TOWNHOUSES Total:					546.00
Fund: 888 - PARKSIDE					
CLEAN CUT LANDSCAPE MAN...	6397	08/06/2026	PARKSIDE ESTATES-LANDSCAP...	888-4888-031000	225.00
Fund 888 - PARKSIDE Total:					225.00
Fund: 889 - SIERRA VISTA ASSESSMENT					
CLEAN CUT LANDSCAPE MAN...	6397	08/06/2026	SIERRA VISTA ESTATES-LANDS...	889-4889-031000	97.00
Fund 889 - SIERRA VISTA ASSESSMENT Total:					97.00
Fund: 890 - MAPLE VALLEY ASSESSMENT					
CLEAN CUT LANDSCAPE MAN...	6397	08/06/2026	MAPLE VALLEY-LANDSCAPE JU...	890-4890-031000	55.00
Fund 890 - MAPLE VALLEY ASSESSMENT Total:					55.00
Fund: 891 - PELOUS RANCH					
CLEAN CUT LANDSCAPE MAN...	6397	08/06/2026	PELOUS RANCH-LANDSCAPE J...	891-4891-031000	585.00
Fund 891 - PELOUS RANCH Total:					585.00
Grand Total:					438,697.61

Report Summary

Fund Summary

Fund	Payment Amount
101 - GENERAL FUND	244,841.68
263 - MEASURE R	35,436.25
400 - RECREATION	42,306.22
552 - WATER	103,757.35
553 - SEWER	8,904.27
554 - REFUSE	176.84
883 - SIERRA VIEW ASSESSMENT	1,298.00
884 - HERITAGE ASSESSMENT DIST	315.00
886 - SAMOA	154.00
887 - SWEETBRIER TOWNHOUSES	546.00
888 - PARKSIDE	225.00
889 - SIERRA VISTA ASSESSMENT	97.00
890 - MAPLE VALLEY ASSESSMENT	55.00
891 - PELOUS RANCH	585.00
Grand Total:	438,697.61

Account Summary

Account Number	Account Name	Payment Amount
101-0000-200235	FEDERAL INCOME TAX ...	13,410.53
101-0000-200240	CALIFORNIA PIT & SDI	7,312.01
101-0000-200250	EMPLOYEES FICA/MEDI...	25,894.06
101-0000-200259	MCDERMONT MEMBER...	62.29
101-0000-200260	HEALTH INSURANCE PA...	5,146.62
101-0000-200275	DEFER COMP DEDUCTIO...	3,992.42
101-0000-200281	DEFER COMP CITY CONT...	3,718.89
101-0000-200285	ATTACHMENTS/GARNIS...	3,539.17
101-4010-021000	SUPPLIES	53.28
101-4010-037012	COUNCIL STIPEND	1,325.00
101-4010-038002	TRAVEL & TRAINING	264.56
101-4020-031000	PROFESSIONAL SERVICES	26,906.25
101-4020-034000	LIABILITY INSURANCE	5,000.00
101-4040-021000	SUPPLIES	632.07
101-4040-023015	SOFTWARE	36.55
101-4040-031000	PROFESSIONAL SERVICES	15,670.00
101-4040-033001	TELEPHONE	723.41
101-4040-037000	OTHER SERVICES & CHA...	241.18
101-4040-037004	DUES & SUBSCRIPTIONS	1,800.00
101-4040-037019	EMPL APPRECIATION	650.99
101-4040-038002	TRAVEL & TRAINING	851.85
101-4050-021000	SUPPLIES	286.36
101-4050-025000	SMALL TOOLS, EQUIPM...	814.53
101-4050-031000	PROFESSIONAL SERVICES	4,167.50
101-4050-033001	TELEPHONE	847.12
101-4050-035000	ADV/PRINT/COPY/SHIPP...	2,598.26
101-4050-036014	EQUIPMENT LEASE	277.35
101-4050-037000	OTHER SERVICES & CHA...	378.31
101-4050-038002	TRAVEL & TRAINING	570.09
101-4060-031000	PROFESSIONAL SERVICES	35,672.94
101-4070-031000	PROFESSIONAL SERVICES	18,072.50
101-4090-036014	EQUIPMENT LEASE (COP...	481.23
101-4110-021000	SUPPLIES	244.55
101-4110-022006	MAINTENANCE AND RE...	868.92
101-4110-022012	FUEL	9,238.04
101-4110-023015	SOFTWARE	0.00
101-4110-024004	UNIFORMS AND PERSO...	675.31
101-4110-033001	TELEPHONE	1,313.56
101-4110-035000	ADV/PRINT/COPY/SHIPP...	229.21

Account Summary

Account Number	Account Name	Payment Amount
101-4110-037000	OTHER SERVICES & CHA...	104.36
101-4110-037004	DUES & SUBSCRIPTIONS	200.00
101-4110-038002	TRAVEL & TRAINING	511.35
101-4120-022012	FUEL	372.60
101-4120-031000	PROFESSIONAL SERVICES	35,183.75
101-4120-032001	UTILITIES	15.68
101-4120-033001	TELEPHONE	819.01
101-4120-038002	TRAVEL & TRAINING	101.02
101-4130-022012	FUEL	813.30
101-4130-022015	VEHICLE MAINTENANCE...	310.64
101-4130-023006	STREET MAINTENANCE ...	106.54
101-4130-025000	SMALL TOOLS, EQUIPM...	873.63
101-4210-021000	SUPPLIES	74.29
101-4210-022006	MAINTENANCE AND RE...	922.23
101-4210-022012	FUEL	1,069.95
101-4210-025000	SMALL TOOLS & EQUIP...	820.35
101-4210-031000	PROFESSIONAL SERVICES	5,367.00
101-4210-032001	UTILITIES	18.08
101-4210-037014	EQUIPMENT RENTAL	2,246.77
101-4900-024004	UNIFORMS AND PERSO...	652.22
101-4900-038002	TRAVEL & TRAINING	292.00
263-4263-062000	BUILDING	982.50
263-4263-063000	IMPROVEMENT OTHER ...	34,453.75
400-4400-021000	SUPPLIES	5,680.20
400-4400-023015	SOFTWARE	13,150.04
400-4400-024004	UNIFORMS AND PERSO...	1,694.68
400-4400-025000	SMALL TOOLS, EQUIPM...	8,337.10
400-4400-031000	PROFESSIONAL SERVICES	1,031.31
400-4400-032001	UTILITIES	4,288.73
400-4400-033001	TELEPHONE	775.96
400-4400-034000	LIABILITY INSURANCE	932.80
400-4400-037000	OTHER SERVICES & CHA...	615.95
400-4400-037004	DUES & SUBSCRIPTIONS	12.99
400-4400-037030	COMMUNITY EVENTS	3,328.96
400-4400-063000	IMPROVEMENT OTHER ...	1,537.50
400-4400-200207	OTHER DEPOSITS	1,250.00
400-4400-300006	WC FACILITY USE-BLDG	-330.00
552-4552-021000	SUPPLIES	64.16
552-4552-022006	MAINTENANCE & REPAIR	5,195.76
552-4552-022012	FUEL	864.60
552-4552-025000	SMALL TOOLS, EQUIPM...	971.10
552-4552-031000	PROFESSIONAL SERVICES	72,236.20
552-4552-033001	TELEPHONE	145.53
552-4552-034000	LIABILITY INSURANCE	3,500.00
552-4552-064000	CAP MACHINERY & EQU...	20,780.00
553-4553-022012	FUEL	597.00
553-4553-025000	SMALL TOOLS, EQUIPM...	1,121.85
553-4553-031000	PROFESSIONAL SERVICES	3,250.00
553-4553-033001	TELEPHONE	435.42
553-4553-034000	LIABILITY INSURANCE	3,500.00
554-4554-021000	SUPPLIES	50.26
554-4554-022012	FUEL	126.58
883-4883-031000	PROFESSIONAL SERVICES	1,298.00
884-4884-031000	PROFESSIONAL SERVICES	315.00
886-4886-031000	PROFESSIONAL SERVICES	154.00
887-4887-031000	PROFESSIONAL SERVICES	546.00
888-4888-031000	PROFESSIONAL SERVICES	225.00
889-4889-031000	PROFESSIONAL SERVICES	97.00

Account Summary

Account Number	Account Name	Payment Amount
890-4890-031000	PROFESSIONAL SERVICES	55.00
891-4891-031000	PROFESSIONAL SERVICES	585.00
Grand Total:		438,697.61

Project Account Summary

Project Account Key	Payment Amount
None	438,697.61
Grand Total:	438,697.61



STAFF REPORT

TO: Lindsay City Council
MEETING DATE: May 14, 2024

Item #: 11.5
Consent

DEPARTMENT: Human Resources

FROM: Miranda Cordova, City Clerk & Human Resource Manager

Agenda Title: Authorization of 5% Acting Pay Differential for Public Works Director Dario Dominguez

ACTION & RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 26-43, authorizing a 5% acting pay differential for Public Works Director Dario Dominguez for the period during which he is performing the duties of Acting City Manager.

BACKGROUND | ANALYSIS

Operational continuity is essential for effective municipal administration, especially during periods when the City Manager position is vacant, or the appointed manager is unavailable. During this temporary vacancy, Public Works Director **Dario Dominguez** was designated to assume the responsibilities of Acting City Manager.

Mr. Dominguez has been performing these higher-level duties while continuing to oversee the Public Works Department, ensuring that both operational areas remain stable and responsive to community needs.

The City's personnel policies allow for an acting or out-of-class pay differential when an employee assumes duties of greater responsibility than those of their regular classification.

FISCAL IMPACT

The fiscal impact is limited to a 5% temporary salary increase for the duration of the Acting City Manager assignment. Funding is available within existing personnel appropriations.

ATTACHMENTS

1. Resolution No. 26-43: Authorizing Acting Pay Differential for Public Works Director Dario Dominguez

Reviewed/Approved: _____



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

NUMBER 26-43

TITLE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY AUTHORIZING A 5% ACTING PAY DIFFERENTIAL FOR PUBLIC WORKS DIRECTOR DARIO DOMINGUEZ FOR HIS PERIOD OF SERVICE AS ACTING CITY MANAGER

MEETING At a regularly scheduled meeting of the City of Lindsay City Council held on August 25, 2026, at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

WHEREAS, operational continuity and effective administration require executive leadership within the municipal government of the City of Lindsay; and

WHEREAS, Public Works Director Dario Dominguez was designated to assume the duties, responsibilities, and oversight of the City Manager position during a temporary period of executive absence or vacancy; and

WHEREAS, Mr. Dominguez is conscientiously performing the duties of Acting City Manager while simultaneously maintaining management oversight of the Public Works Department; and

WHEREAS, City personnel administrative policies allow for temporary out-of-class or acting pay differentials when an employee assumes higher-level duties and executive responsibilities; and

WHEREAS, the City Council wishes to formally recognize and compensate Dario Dominguez for his expanded duties, leadership, and service to the community with a 5% acting pay differential above his base salary for the duration of his tenure as Acting City Manager.

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

- SECTION 1. Authorization of Acting Pay: The City Council hereby approves a 5% acting pay differential for Public Works Director Dario Dominguez in recognition of his performance of higher-level duties as Acting City Manager.
- SECTION 2. Effective Duration: The 5% acting pay differential shall apply retroactively beginning on July 31, 2026 and shall remain in effect through the date a permanent City Manager assumes duties.
- SECTION 3. Administrative Authority: The Finance Director and designated administrative staff are hereby authorized and directed to take all necessary payroll and administrative actions to implement this Resolution.



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

SECTION 4. Effective Date: This Resolution shall take effect immediately upon its adoption by the City Council.

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

MEETING DATE	August 25, 2026
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.

Misty Villarreal, Mayor

CERTIFICATE OF ATTESTING OFFICER

The undersigned, Miranda Cordova, City Clerk of the City of Lindsay does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of the City of Lindsay which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date thereof.

ATTEST: _____
Miranda Cordova, City Clerk



STAFF REPORT

TO: Lindsay City Council

MEETING DATE: August 25, 2026

Item #: 11.6
Consent

DEPARTMENT: City Manager

FROM: Dario Dominguez, Acting City Manager & Director of Public Works

Agenda Title: Designation of Voting Delegate and Alternates – League of California Cities Annual Conference and Expo

ACTION & RECOMMENDATION

Staff recommends that the City Council adopt a resolution designating a voting delegate and up to two alternate voting delegates to represent the City of Lindsay at the League of California Cities Annual Conference and Expo General Assembly, scheduled for September 23–25, 2026, at the Anaheim Convention Center.

BACKGROUND | ANALYSIS

The League of California Cities (Cal Cities) will hold its Annual Conference and Expo on September 23–25, 2026. As part of the conference, the General Assembly will convene on September 23, during which city delegates vote on resolutions that guide Cal Cities policy direction.

- Each member city may designate one voting delegate and up to two alternates.
- The delegate and alternates must be designated by formal City Council action. This action cannot be taken solely by the Mayor or City Manager.
- Only the designated voting delegate or alternates may cast the City's vote on conference resolutions.
- All voting delegates and alternates must be registered for the conference (full or Friday-only registration is permitted).

The deadline to submit delegate and alternate designations to Cal Cities is Tuesday, September 1, 2026.

ACTIONS REQUIRED

- Council discussion and selection of one Voting Delegate.
- Optional designation of up to two Alternate Voting Delegates.
- Adoption of the attached Resolution authorizing the designations.

FISCAL IMPACT

Conference registration and associated travel costs for the delegate(s) will be paid from the [General Fund / City Council Travel Budget / Department Budget].

ATTACHMENTS

1. Resolution – Designation of Voting Delegate and Alternates
2. Cal Cities Memorandum: "Designation of Voting Delegates and Alternates" (May 13, 2026)
3. General Assembly Voting Guidelines

Reviewed/Approved: _____



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

NUMBER 26-40

TITLE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY DESIGNATING A VOTING DELEGATE AND ALTERNATE(S) FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE AND EXPO

MEETING At a regularly scheduled meeting of the City of Lindsay City Council held on August 25, 2026, at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

WHEREAS, the League of California Cities (Cal Cities) will hold its Annual Conference and Expo on September 23–25, 2026, at the Long Beach Convention Center; and

WHEREAS, on September 23, 2026, the General Assembly will convene to consider and act on Cal Cities resolutions that guide policy direction for the organization; and

WHEREAS, each member city is entitled to one vote at the General Assembly, to be cast by a designated voting delegate, or in the absence of the delegate, by a designated alternate voting delegate; and

WHEREAS, Cal Cities bylaws require that the voting delegate and up to two alternates be designated by formal action of the City Council; and

WHEREAS, the designation of voting delegates ensures that the City of Lindsay is represented in the policy development process of the League of California Cities.

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

SECTION 1. The City Council hereby designates the following individual to serve as the voting delegate for the City of Lindsay at the 2026 League of California Cities Annual Conference and Expo:

- Voting Delegate: Joe Soria

SECTION 2. The City Council hereby designates the following individual(s) to serve as alternate voting delegate(s), in the order listed, in the event the voting delegate is unable to serve:

- Alternate No. 1: Dario Dominguez
- Alternate No. 2: None



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

SECTION 3. The City Clerk is directed to submit the completed Voting Delegate form to the League of California Cities by the required deadline of September 1, 2026.



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	August 25, 2026
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.

Misty Villarreal, Mayor

CERTIFICATE OF ATTESTING OFFICER

The undersigned, Miranda Cordova, City Clerk of the City of Lindsay does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of the City of Lindsay which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date thereof.

ATTEST: _____
Miranda Cordova, City Clerk



Council Action Advised by September 1, 2026

DATE: Wednesday, May 13, 2026

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

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Sept. 23-25, 2026
Anaheim Convention Center**

Every year, the League of California Cities convenes a member-driven General Assembly at the [Cal Cities Annual Conference and Expo](#). The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Friday, Sept. 25, 2026 the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

Following council action, please submit your city's delegates through [the online submission portal](#) by Tuesday, Sept. 1, 2026. When completing the Voting Delegate submission form, you will be asked to attest that council action was taken. You will need to be signed in to your My Cal Cities account when submitting the form.

Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration opens June 2.

For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and



alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Please view Cal Cities' [event and meeting policy](#) in advance of the conference.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the Anaheim Convention Center, will be open at the following times: Wednesday, Sept. 23, 8:00 a.m.-6:00 p.m. and Thursday, Sept. 24, 7:30 a.m.-4:00 p.m. On Friday, Sept. 25, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for submitting your voting delegate and alternates by Tuesday, Sept. 1. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Information Sheet: Cal Cities Resolutions and the General Assembly

General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.
6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.
7. **Resolving Disputes.** In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.

How it works: Cal Cities Resolutions and the General Assembly

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

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

Prior to the Annual Conference and Expo

General Resolutions



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

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

Policy Committees



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

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

During the Annual Conference and Expo

Petitioned Resolutions



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

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

Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved¹ by either a policy committee

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

General Assembly



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

Who's who

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

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

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

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

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

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

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



STAFF REPORT

TO: Lindsay City Council
MEETING DATE: August 25, 2026

Item #: 11.7
Consent

DEPARTMENT: City Manager

FROM: Dario Dominguez, Acting City Manager & Director of Public Works

Agenda Title: Appointment of Representative and Alternate to the Friant Water Authority Board

ACTION & RECOMMENDATION

Staff recommends that the City Council:

1. Appoint the City Manager as the City of Lindsay's primary representative to the Friant Water Authority (FWA) Board.
2. Appoint an alternate representative to serve on the FWA Board when the primary representative is unavailable.

BACKGROUND | ANALYSIS

On October 14, 2025, the City Council considered and approved the Agreement for the City of Lindsay to join the Friant Water Authority (FWA) as both a General Member and an Operations & Maintenance (O&M) Project Member. This approval grants the City representation rights on the FWA Board of Directors.

The Friant Water Authority is a joint powers authority composed of water agencies throughout the region and is responsible for managing and operating the Friant-Kern Canal, a vital water conveyance facility serving communities and agricultural interests across the valley. FWA's governance structure includes representation from each member agency, typically through the appointment of a primary and an alternate board representative.

With the City of Lindsay's membership established, the City is now required to designate its official representative(s) to participate.

FISCAL IMPACT

- The City will incur annual assessments as part of its FWA membership.
- Initial cost share estimates will be provided by FWA following adoption of the revised Exhibit A.
- These costs will be incorporated into the City's Water Enterprise Fund budget.

ATTACHMENTS

1. Agreement to Join Friant Water Authority (City of Lindsay)
2. Resolution 26-41 - A Resolution of the City Council of the City of Lindsay Appointing a Primary Representative and an Alternate Representative to the Friant Water Authority Board
3. Letter of Appointment

Reviewed/Approved: _____

**AGREEMENT TO JOIN FRIANT WATER AUTHORITY
(City of Lindsay)**

This Agreement to Join Friant Water Authority ("**Agreement**") is between the CITY OF LINDSAY ("**CITY**") and the FRIANT WATER AUTHORITY ("**FWA**"), and is effective as of _____, 2025 ("**Effective Date**").

RECITALS

A. FWA is a joint powers authority organized under the California Joint Exercise of Powers Act (Government Code section 6500 and following).

B. The members of FWA are parties to a joint powers agreement ("**JPA**") by and between various water and irrigation districts and other public agencies that convey, store, and supply water for municipal, industrial or agricultural uses. The current JPA is attached as Attachment 1.

C. CITY is a municipal corporation duly organized and existing in the County of Tulare, State of California, pursuant to the general laws of the State of California.

D. Section 6.02 of the JPA provides, in pertinent part, that new members may be admitted upon approval of directors representing 75% of the Board of Directors, and that prior to becoming a member of FWA, a party must execute an agreement to be bound by the terms of the JPA as if such party had been an original signatory to the JPA.

E. The City Council of CITY has authorized CITY to join FWA as a General Member and O&M Project Member, as those terms are defined in the JPA, and has authorized its Mayor and City Clerk to sign this Agreement for CITY to become a General Member and O&M Project Member of FWA and be bound by the terms and conditions of the JPA.

F. By a vote held at a duly noticed regular meeting of the Board of Directors of FWA, directors representing at least 75% of the FWA Board of Directors approved the admission of CITY as a General Member and O&M Project Member of FWA, and authorized the Board Chair and Secretary to sign this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. **Admission of CITY.** Upon the full execution of this Agreement, CITY will become a General Member and O&M Project Member of FWA. Exhibit A of the JPA is hereby amended to include CITY as a Member in the list of members as provided in Attachment 2.

2. **Adherence to JPA and Bylaws.** CITY agrees to be bound by the terms of the JPA as if it had been an original signatory to the JPA, and further agrees to comply with all applicable provisions of the FWA Bylaws, each as may be amended from time to time.

ATTACHMENT 1

Current FWA JPA

ATTACHMENT 2

**Revised "Exhibit A" to JPA
(General Member Participation Percentage)**

**AMENDED AND RESTATED JOINT POWERS AGREEMENT
FRIANT WATER AUTHORITY**

The parties hereto previously established and entered into a JOINT POWERS AGREEMENT of the Friant Water Authority (the "Authority"), effective as of January 19, 2004.

The parties hereto desire to amend and restate the JOINT POWERS AGREEMENT in certain respects, in the form of this AMENDED AND RESTATED JOINT POWERS AGREEMENT ("Agreement"). This Agreement is effective thirty (30) days after concurrence by 75% of the Members of the Authority, in accordance with Section 7.01 herein.

This Agreement is made pursuant to the Joint Exercise of Powers Act, by and between those irrigation districts, water districts, and other districts and public entities whose names are hereunto subscribed. The parties to this Agreement, together with their current addresses, are set forth in Exhibit "A" attached hereto and made a part hereof.

Said districts and public entities are hereinafter collectively referred to as the "parties," "member entities" or "members". The terms "parties," "member entities" or "members" shall include any parties subsequently becoming O&M Project Members, General Members or Associate Members in accordance with the terms of this Agreement, but shall exclude any parties that withdraw from this Agreement pursuant to the provisions of Section 6.02 hereof and Affiliates.

Recitals:

This Agreement is made with reference to the following facts.

Each of the parties is a supplier of water and, therefore, is vitally interested in securing dependable and affordable sources of such water and the operation and maintenance of works designed to deliver such water. Each of the parties has the statutory power to preserve, defend and enhance its water supply, and desires to exercise such power in common with the other parties hereto for the purpose of preserving, defending and enhancing the parties' water supplies.

Each of the parties also has statutory power to acquire, construct, operate and maintain reservoirs, canals and works for the purpose of conserving, storing and distributing water, and desires to exercise such power in common with the other parties hereto for the purpose of operating and maintaining specified Project works of the Friant Division of the Central Valley Project, including, but not limited to, the Friant-Kern Canal, consisting of the Friant-Kern Canal in-line control facilities, turnouts, measuring devices, associated water level control devices, water level recording instruments and other appurtenant structures. The Friant Water Users Authority currently operates, maintains and funds the operation of the Friant-Kern Canal under contract to the United States, and it was anticipated that it may at some future date negotiate to own, operate, fund and/or control those and/or other Project works and other facilities necessary and incidental thereto, and may be involved in matters concerning the contractual and other rights to water of the parties. The Authority intends to negotiate an assignment of all assets, liabilities, rights and obligations of the Friant Water Users Authority in the contract with the

United States. The Authority may at some future date, when the power is common to all members, develop, design, finance, acquire, construct, operate and maintain hydroelectric facilities.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual promises, covenants and conditions hereinafter set forth, it is agreed by and among the parties hereto as follows:

Article 1: Definitions.

As used in this Agreement, unless the context requires otherwise, the meaning of the terms hereinafter set forth shall be as follows:

(a) "Affiliate" shall mean individuals or entities who are not members of the Authority, but who share a common interest with the Authority in issues affecting the Friant Division and wish to provide contributions to the Authority to assist it in its activities. Affiliates shall be designated by the Board of Directors from time to time and shall share in the dissemination of information on water supply, water distribution and other matters of mutual interest. Affiliates shall have no rights, obligations, powers or vote in the Authority and shall be associated with the Authority only for purposes of sharing of information with members of the Authority for purposes of common benefit. Affiliates shall not be entitled to representation on the Authority's Board of Directors or on any committee.

(b) "Associate Members" shall mean those members of the Authority admitted in accordance with the terms and provisions of this Agreement that are not General Members, which are identified as Associate Members on Exhibit "A" attached hereto and made a part hereof. The Board of Directors may from time to time admit Associate Members on terms and conditions determined by the Board. Directors and committee members designated by Associate Members may attend all meetings of the Board or committee on which they serve, including closed or executive sessions, but shall be non-voting. Their presence shall not be counted in determining whether a quorum is present, and they shall not be deemed present for purposes of determining which directors or committee members are present and voting.

(c) "Authority" shall mean the Friant Water Authority, being the separate entity created by this Agreement.

(d) "Board of Directors" or "Board" shall mean the governing body of the Friant Water Authority as established by Section 3.01 of this Agreement.

(d) "Contract" shall mean the contract between the United States Bureau of Reclamation and the Friant Water Users Authority, which provides for operation and maintenance of the Friant-Kern Canal system.

(f) "Fiscal Year" shall mean that period of twelve (12) months which is established as the Fiscal Year of the Friant Water Authority pursuant to Section 4.01 of this Agreement.

(g) "General Members" shall mean those members of the Authority more particularly identified as General Members on Exhibit "A" attached hereto and made a part hereof, and any parties which shall hereafter become General Members in accordance with the terms and provisions of this Agreement. The General Members, in their capacity as General Members, shall not participate in contracting with the United States of America for operation and maintenance of the Friant-Kern Canal system, or have any other rights or obligations in connection therewith as General Members of the Authority. The General Members shall participate in other activities of the Authority as shall from time to time be carried out in accordance with this Agreement.

(h) O&M Project Members" shall mean those parties to this Agreement identified as O&M Project Members on Exhibit "A" attached hereto and made a part hereof, and any parties which shall hereafter become O&M Project Members in accordance with the terms and provisions of this Agreement. O&M Project Members must be General Members that are also long-term Friant Division contractors for water that receive water directly from the Friant-Kern Canal. All General Members eligible to be O&M Project Members must become O&M Project Members. The O&M Project Members shall participate in the Project involving the Contract with the United States of America for the operation, maintenance and funding of the Friant-Kern Canal system as more particularly defined herein, together with such other activities as may be necessary, incidental and convenient thereto. The O&M Project Members shall participate in other activities of the Authority as shall from time to time be carried out in accordance with this Agreement.

(i) "Project" shall have the meaning described in Article V of this Agreement.

(j) "Special Activities" shall mean activities that are consistent with the purpose of this Agreement, but which are undertaken by fewer than all the parties in the name of the Authority pursuant to Section 3.05 of this agreement.

Article II: Creation of Friant Water Authority

Section 2.01 - Creation.

The parties, pursuant to their joint exercise of powers, hereby create a public entity to be known as the "Friant Water Authority".

Section 2.02- Term.

This Agreement shall remain in effect until terminated by mutual agreement of 75% of the Members of the Authority. Notwithstanding any other provision herein, this Agreement shall remain in effect and be binding upon the parties hereto and upon all subsequent parties joined herein for such a period as the Authority desires to engage in any activities under this Agreement. The foregoing provision shall not apply, however, to any party which withdraws or is terminated from its participation in the Authority in accordance with this Agreement.

Section 2.03 - Purpose.

The purpose of this Agreement is to provide for the joint exercise, through the Authority, of powers common to each of the parties to acquire, protect, preserve and enhance water supplies and water rights, enter into contracts, obligations and commitments with the United States of America, State of California, and other persons and entities in connection with carrying out its activities and interests, and to develop, design, finance, acquire, construct, operate and maintain dams, reservoirs, tunnels, conduits, canals and hydroelectric facilities at such time as the power to do so is common to all members as specified in this Agreement, and all related facilities necessary and incidental thereto in order to acquire, divert, store and distribute water for beneficial use, provide information on water supply, water distribution and operation and management problems affecting the parties, preserve and protect the rights and benefits of the parties in the Central Valley Project, and such other purposes as are incidental, necessary and convenient to the mutual benefit and interest of such purposes and of the members, including, but not limited to, acceptance of an assignment of the Contract as set forth herein.

Section 2.04 - Powers.

The Authority shall have the power to take any action to carry out the purposes of this Agreement. Notwithstanding the foregoing, members of the Authority shall at all times retain control and authority, independent of the Authority, over their own internal matters, including water supplies, facilities, and water supply projects. The Authority is authorized, in its own name, to do all acts necessary for the exercise of said powers, including, but not limited to, any and all of the following: to make and enter into contracts; to employ agents and employees; to acquire, construct, manage, maintain and operate any buildings, works, or improvements; to acquire by eminent domain, or otherwise, and to hold or dispose of any property; to sue and be sued in its own name; to incur debts, liabilities and obligations; and to issue bonds and all other forms of indebtedness, to the extent and on the terms provided by law for any of the parties herein or for any separate entity so permitted. The Authority may levy assessments, or in lieu, in whole or in part thereof fix and collect charges for any service furnished by the Authority. In accordance with California Government Code Section 6509, the foregoing powers shall be subject to the restrictions upon the manner of exercising such powers pertaining to TERRA BELLA IRRIGATION DISTRICT, as specified in the Irrigation District Law, Division 11 of the California Water Code, commencing at Section 20500.

Article III: Internal Organization.

Section 3.01- Governing Body.

The Authority shall be governed by a Board of Directors which is hereby established and which shall be composed of one (1) representative of each of the parties, and who shall be selected and designated in writing from time to time by the governing body of the respective party from among the members serving an elected term of that party's governing body; Each party, in addition to appointing its member to the Board, shall appoint at least one (1) alternate to the Board from among the members serving an elected term of that party's respective governing body; provided, however, that for a party with a Mayor-Council form of Government, the Mayor

shall be the Party's representative and, the Mayor shall appoint at least one (1) alternate to the Board who shall be an elected official, appointed official or employee of that party. The role of each alternate Director shall be to assume the duties of the Director appointed by his/her member entity in case of the absence or unavailability of such Director. The Directors and alternates so named shall continue to serve until their respective successors are appointed. Due to the fact that the national and state water, environmental, and political issues that involve the General Members are so complex, it is the intent of the parties that the Authority's directors and their alternates attend, whenever possible, the open and closed session board meetings of the Authority so that Alternate Directors are able to keep abreast of these matters and, thereby, be able to attend and vote upon issues that are presented at meetings when they are called on to attend in place of Directors.

Only O&M Project Member Directors, or any alternates then serving as Directors, shall participate in or vote on any matters coming before the Board involving the rights or obligations of the Authority or of the O&M Project Members in connection with the Agreement entered into by the Authority with the United States of America for the operation and maintenance of the Friant-Kern Canal system as defined herein, or any other matters necessary or incidental to such agreement for operation and maintenance. The Chair of the Board or, in his absence, the Vice Chair shall determine whether any question or matter coming before the Board involves the rights or obligations of the Authority or the O&M Project Members in connection with any Agreement entered into by the Authority with the United States of America for the operation and maintenance of the Friant-Kern Canal system.

Section 3.02 - Participating Percentages.

(a) The participating percentages of the O&M Project Members shall be as set forth in Exhibit "A" attached hereto and made a part hereof. The formula for determining the participating percentages of the O&M Project Members provides that the participating percentages of the O&M Project Members are proportional to the average annual quantities of water available to the respective members under their long-term contracts with the United States Bureau of Reclamation (the "USBR") under the following formula: $\text{Allocation Factor} = 2.33 \times \text{Class I Contract Total} + 1.00 \times \text{Class II Contract Total}$. The participating percentage of each O&M Project Member shall be the percentage derived by dividing that member's Allocation Factor by the total of the Allocation Factors of all such members.

The above O&M Project Member participating percentages formula may be changed only upon a vote of at least 75% of the then-existing O&M Project Members. However, the participating percentages set forth in Exhibit "A" hereto shall be automatically amended from time to time without further action by the Authority or its members in the event of any change in the respective Contract Totals of water available to the O&M Project Members under their long-term contracts with the USBR. Such changes of the respective quantities of such water may result from changes in the long-term water supply contracts of the respective members with the USBR or from the addition or withdrawal from the Authority of O&M Project Members in accordance with this Agreement, in which event there shall be a reallocation of the participating percentages among the then remaining O&M Project Members after such change according to the above formula for O&M Project Members.

(b) The participating percentages of the General Members shall be as set forth in Exhibit "A" attached hereto and made a part hereof. The formula for determining the participating percentages of the General Members is based on the following: Fifty percent (50%) prorated equally to each member and fifty percent (50%) prorated in proportion to the quantities of water under long-term contracts with the United States Bureau of Reclamation for Friant Division water supplies under the formula: $2 \times \text{Class I Contract Total} + 1 \times \text{Class II Contract Total}$.

The above General Member participating percentages formula may be changed only upon a vote of at least 75% of the then General Members. However, the participating percentages set forth in Exhibit "A" hereto shall be automatically amended from time to time without further action by the Authority or its members in the event of any change in the respective Contract Totals of water available to the General Members under their long-term contracts with the USBR for Friant Division water supplies. Such changes in the respective quantities of such water may result from changes in the long-term water supply contracts of the respective members with the USBR or from the addition or withdrawal from the Authority of General Members in accordance with this Agreement, in which event there shall be a reallocation of the participating percentages among the then remaining General Members after such change according to the above formula for General Members.

Section 3.03 - Seal; Bylaws.

The Board may adopt an official seal for the Authority and adopt such bylaws as it may deem necessary to regulate the affairs of the Authority in accordance with this Agreement. The bylaws may be amended from time to time by the Board as it may deem necessary.

Section 3.04 - Voting; Quorum.

(a) Each member of the Authority shall be entitled to one (1) representative on the Board of Directors of the Authority. A majority in number of the O&M Project Members' representatives on the Board of Directors shall constitute a quorum for the transaction of O&M Project Members' business of the Authority. A majority in number of the representatives on the Board of Directors of the General Members shall constitute a quorum for the transaction of General Members' business.

(b) Each Member representative on the Board of Directors shall be entitled to one (1) vote.

(c) All questions and matters of any nature whatsoever coming before the Board below shall be determined, provided a quorum is present, by the concurrence of 75% of the representatives of the members of the Authority present and voting on such matter, except to the extent otherwise provided by this agreement or by law. Any representative abstaining from a vote shall be counted for purposes of determining the existence of a quorum, but shall not be deemed to be voting. If the question or matter coming before the Board of Directors is determined by the Chair or, in his absence, the Vice-Chair, to be an O&M Project

Members' matter, the concurrence of 75% of the O&M Project Members present and voting shall be required. If the question or matter coming before the Board of Directors is determined to be a General Member matter, the concurrence of 75% of the General Members of the Authority present and voting shall be required. Amendment of this Agreement shall be governed by Section 7.01.

Section 3.05 - Special Activities.

With the prior approval of the Board of Directors, members of the Authority may undertake Special Activities in the name of the Authority. Prior to undertaking a Special Activity, the members electing to participate in the Special Activity shall enter into an activity agreement. Such activity agreement shall provide that (i) the Authority is a signatory to the activity agreement, (ii) the Authority retains the right to terminate the activity agreement if the Board determines that participation in such activity agreement is no longer in the best interests of the Authority, provided, prior to any vote to terminate an activity agreement, written notice of the proposed termination and the reason(s) for such termination shall be presented at a regular Board of Directors meeting with opportunity for discussion. At the next regular Board of Directors meeting and prior to a vote regarding termination, the Members participating in the activity agreement subject to possible termination shall have the opportunity to respond to any reasons that may be cited as a basis for termination (iii) no Special Activity undertaken pursuant to such agreement shall conflict with the terms of this Agreement and (iv) the members signatory to the activity agreement shall indemnify, defend and hold the other parties to this Agreement and the Authority harmless from and against any liabilities, costs or expenses of any kind arising as a result of the Special Activity described in the activity agreement. All rights, benefits, debts, liabilities and obligations attributable to a Special Activity shall be rights, benefits debts, liabilities and obligations solely of the members that have entered into the activity agreement for that Special Activity, in accordance with the terms of the activity agreement, and shall not be the rights, benefits, debts, liabilities and obligations of those members that have not executed the activity agreement.

Article IV: Financial Provisions.

Section 4.01 -Fiscal Year.

The Fiscal Year of the Authority shall be from October 1 through September 30 of the next calendar year.

Section 4.02 - Funds; Accounts.

The Secretary-Treasurer shall be responsible for all money of the Authority from whatever source. All funds of the Authority shall be strictly and separately accounted for and regular reports shall be rendered of all receipts and disbursements at least quarterly during the Fiscal Year. The books and records of the Authority shall be open to inspection by the member entities and by bondholders as and to the extent provided by resolution or indenture. The Secretary-Treasurer shall contract with a certified public accountant to make an annual audit of the accounts and records of the Authority which shall be conducted in compliance with

Section 6505 of the California Government Code.

Section 4.03 - Property; Bonds.

The Board of Directors shall from time to time designate the officers and persons, in addition to those specified in Section 4.02 above, who shall have charge of, handle, or have access to any property of the authority. Each such officer and person shall file a bond in an amount designated by the Board of Directors. Such designation shall be subject to ratification by the parties in compliance with California Government Code Section 6505.1.

Section 4.04 - Budget.

By a date set by the Board of Directors each Fiscal Year, the O&M Project Member representatives of the Board of Directors shall adopt an O&M budget for the Authority, and the General Member representatives of the Board of Directors shall adopt a General Member budget for the Authority.

Section 4.05 -Contributions; Payments to the Authority

(a) In accordance with the Contract, all fees, costs, and expenses incurred by the Authority in connection with the operation and maintenance of the Friant-Kern Canal system as defined herein shall be reimbursed to the Authority by the United States or directly from water service contractors.

Any expenses incurred by the Authority in connection with the Contract but finally determined to be nonreimbursable to the Authority by the United States of America under the terms and conditions of the Agreement with the United States of America, shall be allocated to and paid by the O&M Project Members based upon their participation percentage as more particularly set forth in Section 3.02 hereof.

(b) All fees, costs and expenses incurred by the Authority for General Member actions and activities not involving the Contract shall be allocated to and paid by the General Members in accordance with the participation percentage of the General Members as set forth in Section 3.02 hereof.

(c) The Authority may, in lieu, in whole or in part of levying assessments, fix and collect charges for any service furnished by the Authority to both members and nonmembers of the Authority.

Article V: Friant Water Authority Project.

Section 5.01 - Description of Project.

The Authority may seek assignment of the Contract or enter into a new contract with the United States of America, Bureau of Reclamation, to operate and maintain the Friant-Kern Canal in-line control facilities, turnouts, measuring devices, associated water level control devices,

water level recording instruments and other appurtenant structures, and may enter into contracts, obligations and commitments with the United States of America, State of California, and other persons and entities in connection with the development, design, financing, acquisition, construction, operation and maintenance of dams, reservoirs, tunnels, conduits, canals and hydroelectric facilities at such time as the power to do so is common to all members as specified in this Agreement, and all related facilities necessary and incidental thereto to acquire, divert, store and distribute water for beneficial use, provide information on water supply, water distribution and operation and management problems affecting the parties and preserve and protect the rights and benefits of the parties in the Central Valley Project, and such other activities as are incidental, necessary and convenient to the mutual benefit and interest of such purposes and of the members, including, but not limited to, acceptance of assignment of the Contract and specified Project works as set forth herein.

Article VI: Relationship of Friant Water Authority and Its Member Entities

Section 6.01 - Separate Entity; Property.

In accordance with California Government Code Sections 6506 and 6507, the Authority shall be a public entity separate from the parties to this Agreement. Unless and to the extent otherwise agreed herein, the debts, liabilities and obligations of the Authority shall not be debts, liabilities or obligations of the member entities. The Authority shall own and hold title to all funds, property and works acquired by it during the term of this Agreement, including without liability all assets acquired in connection with a Special Activity.

Section 6.02 -Admission, Withdrawal and Termination of Members.

Admission, withdrawal or termination of a Member shall be documented on a revised Exhibit A that reflects such admission, withdrawal or termination. Additional qualified parties may join in this Agreement and become Members upon the approval of directors representing 75% of the Board of Directors. As provided in Article I (c), Associate Members may be admitted on terms and conditions set by the Board of Directors. Prior to becoming a new member, a party shall execute an agreement to be bound by the terms of this Agreement as if such party had been an original signatory hereto.

Notwithstanding anything herein to the contrary, any member entity may withdraw from this Agreement by giving written notice of its election to do so, which notice shall be given to the Board of Directors and to each of the other parties; provided, that such withdrawal does not in any way impair any contracts, resolutions, indentures or other obligations of the Authority then in effect. In the event of a disagreement between the Authority and the withdrawing party as to whether such withdrawal shall cause the impairment of any contracts, resolutions, indentures or other obligations of the Authority, such determination shall be made by the vote of 75% of the directors representing the non-withdrawing members present and voting.

Membership of a Member may be terminated by a vote of directors representing 75% of the General Members, and upon termination the affected Member shall no longer be a member of

the Authority. Prior to any vote to terminate a Member, written notice of the proposed termination and the reason(s) for such termination shall be presented at a regular Board of Directors meeting with opportunity for discussion. At the next regular Board of Directors meeting and prior to a vote regarding termination, the Member subject to possible termination shall have the opportunity to respond to any reasons and allegations that may be cited as a basis for termination.

A withdrawing member shall in all events remain liable for its proportionate share of (i) any call for funds or assessment levied by the Authority prior to the date of withdrawal, (ii) any multi-year contract entered into by the Authority while it was a member, and (iii) the amount of any budget approved prior to the date of withdrawal; provided, that a member not concurring in an amendment of this Agreement that withdraws within the thirty (30) day period described in Section 7.01 shall not be liable for any such amounts except to the extent provided below.

Any withdrawing or terminated member, including a member not concurring in an amendment of the Agreement that withdraws within the thirty (30) day period described in Section 7.01, shall remain liable for any liability of the Authority to the extent such liability arises from any action or inaction of that member occurring during the period in which the withdrawing or terminated member was a member of the Authority.

A member not concurring in an amendment of the Agreement that withdraws within the thirty (30) day period described in Section 7.01 or a member whose membership has been terminated by the Board of Directors shall be liable for their share of the approved budget as of the date of their withdrawal or termination, provided, that such share shall be further reduced by a percentage as determined by multiplying the number of months within the fiscal year for which such withdrawing or terminated members was not a member during any part of such month, divided by twelve. Any amounts advanced to the Authority by such member prior to withdrawal shall be applied to reduce the amount owed. Any advance to the Authority by such members which are in excess of amounts owed by such member shall be refunded to the member.

In the event a General Member withdraws from the Authority in accordance with the terms and conditions hereof, other than a member not concurring in an amendment of the Agreement that withdraws within the thirty (30) day period described in Section 7.01, such General Member shall not receive a refund of any amounts advanced to the Authority by such member prior to the date of its withdrawal.

In the event an O&M Project Member withdraws from the Authority or is terminated in accordance with the terms and conditions hereof, such O&M Project Member may be entitled to a repayment of such sums as may be due it in proportion to its participation percentage set forth herein, and subject to the terms, conditions and reimbursement provisions of any agreement then existing between the United States of America and the Authority for the operation and maintenance of the Friant-Kern Canal system.

Section 6.03 -Disposition of Property Upon Termination or Determination by Board of Surplus.

(a) Upon termination of this Agreement or upon determination by the Board that any surplus money is on hand, such surplus money shall be returned to the then member entities of the Authority which contributed such monies in proportion to their participation percentages. The Board of Directors shall first offer any properties, works, rights and interests of the Authority for sale to the member entities. If no such sale is consummated, then the Board of Directors shall offer the properties, works, rights and interests of the Authority for sale to any governmental agency, private entity or persons for good and adequate consideration. The net proceeds from any sale shall be distributed among the member entities in proportion to their participation percentages; provided, however, that all of the properties, works, rights and interests constituting a part of the operation and maintenance Project shall be sold, subject to the terms, conditions and restrictions on disposition, if any, as provided for in the Contract.

(b) If no such sale is consummated, then all of the properties, works, rights and interests of the Authority shall be allocated to the members in the same manner as the allocation of the net proceeds from the sale; provided, however, that all of the properties, works, rights and interests constituting a part of the operation and maintenance of the Friant-Kern Canal system shall be allocated to the O&M Project Members in accordance with their participation percentages and, in any event, any allocation of the properties, works, rights and interests or net proceeds therefrom shall be subject to the terms and conditions and restrictions on disposition, if any, as provided for in the Contract. The above allocation may be modified by the agreement of all the member entities.

Section 6.04 - Agreed Upon Share of Liability or Judgment for Damages.

The parties to this Agreement do not intend hereby to be obligated either jointly or severally for the debts, liabilities or obligations of the Authority, except as may be specifically provided for in California Government Code Section 895.2 as amended or supplemented. Provided, however, if the members of the Authority are, under such applicable law, held liable for the acts or omissions of the Authority caused in the performance of this Agreement, caused by negligent or wrongful act or omission occurring in the performance of this Agreement, such parties shall be entitled to contribution from each of the other parties to the Agreement so that after said contribution each party shall bear a share equal to its participation percentage in existence at the time the subject act or omission occurred; Provided, however, that if such negligent act or wrongful act or omission occurs in the performance of the Contract, the share of each O&M Project Member in the liability or judgment for damages shall be determined by the participation percentages for O&M Project Members set forth in Section 3.03(a) in existence as of the date of the subject act or omission. The O&M Project Members shall indemnify, defend and hold harmless the General Members in their capacity as General Members from any liability, cause of action or damage in connection with the Contract. The right of contribution is limited to the amount paid in satisfaction of the judgment in excess of the participation percentage of the parties so paying. No party may be compelled to make contribution beyond its share based upon its participation percentage of the entire judgment in existence as of the date of the subject act or omission.

Article VII: Miscellaneous Provisions.

Section 7.01 - Amendment.

This Agreement may be amended from time to time by the concurrence of 75% of all of the General Members for General Member matters and 75% of all the O&M Project Members for O&M Project matters. To provide non-concurring parties an opportunity to withdraw from the Authority as provided herein, an amendment shall be binding on all parties hereto thirty (30) days after the required concurrence has been obtained. The Chair of the Board or, in his absence, the Vice Chair, shall determine whether an amendment relates to General Member matters or O&M Project matters.

Section 7.02 - Severability and Validity of Agreement.

Should the participation of any party to this Agreement, or any part, term or provision of this Agreement be decided by the courts or the legislature to be illegal, in excess of that party's authority, in conflict with any law of the State of California, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms or provisions of this Agreement shall not be affected thereby and each party hereby agrees it would have entered into this Agreement upon the same terms as provided herein if that party had not been a participant in this Agreement.

Section 7.03 - Assignment.

Except as otherwise provided in this Agreement, the rights and duties of the parties to this Agreement may not be assigned or delegated without the advance approval by the Board of Directors.

Section 7.04 - Execution in Parts or Counterparts.

This Agreement may be executed in parts or counterparts, each part or counterpart being an exact duplicate of all other parts or counterparts, and all parts or counterparts shall be considered as constituting one (1) complete original and may be attached together when executed by the parties hereto.

Section 7.05 - Notices.

Notices authorized or required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given when mailed, postage prepaid, or delivered during working hours to the addresses set forth for each of the parties hereto on Exhibit "A" of this Agreement, or to such other changed addresses communicated to the Authority and the member entities in writing.

IN WITNESS WHEREOF, the parties hereto, pursuant to concurrences by adopted motion or resolution duly and regularly adopted by their respective Board of Directors or governing board, have caused their names to be affixed below by their proper and respective officers.

This AMENDED AND RESTATED JOINT POWERS AGREEMENT shall be effective thirty (30) days after concurrence by 75% of the Members of the Authority. The effective date is inserted below.

Effective date: June 2, 2016

We hereby certify as follows:

1. The eleven Members of the Authority (which are both General Members and O&M Project Members) are the ORANGE COVE IRRIGATION DISTRICT, KERN-TULARE WATER DISTRICT, ARVIN-EDISON WATER STORAGE DISTRICT, TULARE IRRIGATION DISTRICT, PORTERVILLE IRRIGATION DISTRICT, LINDMORE IRRIGATION DISTRICT, SAUCELITO IRRIGATION DISTRICT, TERRA BELLA IRRIGATION DISTRICT, KAWEAH-DELTA WATER CONSERVATION DISTRICT, LINDSAY-STATHMORE IRRIGATION DISTRICT, and the CITY OF FRESNO.
2. This AMENDED AND RESTATED JOINT POWERS AGREEMENT has been concurred in and approved by 75% of the members of the Authority.
3. The effective date of this AMENDED AND RESTATED JOINT POWERS AGREEMENT is June 2, 2016.

DATED: May 26, 2016


Eric Borba
Chair, Friant Water Authority

DATED: May 26, 2016


Lucille Demetriff
Secretary-Treasurer, Friant Water Authority

EXHIBIT A



Exhibit A

Parties to Joint Powers Agreement of Friant Water Authority Effective June 27, 2024

	Name/Address	General Member	GM Participation	O&M Project Member	Associate Member
1	Arvin-Edison Water Storage District 20401 Bear Mountain Boulevard Post Office Box 175 Arvin, California 93203	YES	9.460%	YES	
2	Chowchilla Water District 327 South Chowchilla Boulevard Post Office Box 905 Chowchilla, California 93610	YES	7.227%	NO	
3	City of Fresno 2600 Fresno Street Fresno, California 93721	YES	4.475%	YES	
4	Delano-Earlimart Irrigation District 14181 Avenue 24 Delano, California 93215	YES	7.633%	YES	
5	Exeter Irrigation District 150 S E Street Exeter, California 93221	YES	3.029%	YES	
6	Fresno Irrigation District 2907 South Maple Avenue Fresno, California 93725	YES	3.649%	YES	
7	Hills Valley Irrigation District 209 South Locust Street Post Office Box 911 Visalia, California 93291				YES
8	Ivanhoe Irrigation District 33777 Road 164 Visalia, California 93292	YES	2.520%	YES	
9	Kaweah Delta Water Conservation District 2975 North Farmersville Boulevard Farmersville, California 93223	YES	2.453%	YES	
10	Kern-Tulare Water District 1820 21st Street Bakersfield, California 93301	YES	2.364%	YES	
11	Lindmore Irrigation District 240 E Lindmore Avenue Post Office Box 908 Lindsay, California 93247	YES	3.887%	YES	



Exhibit A

Parties to Joint Powers Agreement of Friant Water Authority Effective June 1, 2023

	Name/Address	General Member	GM Participation	O&M Project Member	Associate Member
12	Lindsay-Strathmore Irrigation District 23260 Round Valley Road Post Office Box 846 Lindsay, California 93247	YES	3.282%	YES	
13	Lower Tule River Irrigation District 357 E Olive Ave Tipton, California 93272	YES	8.886%	YES	
14	Madera Irrigation District 12152 Road 28 1/4 Madera, California 93637	YES	8.805%	NO	
15	Orange Cove Irrigation District 1130 Park Boulevard Orange Cove, California 93646	YES	3.711%	YES	
16	Pixley Irrigation District 357 E Olive Ave Tipton, California 93272	YES	2.273%	NO	
17	Porterville Irrigation District 22086 Avenue 160 Post Office Box 1248 Porterville, California 93257	YES	3.374%	YES	
18	Saucelito Irrigation District 20712 Avenue 120 Post Office Box 3858 Porterville, California 93257	YES	3.664%	YES	
19	Shafter-Wasco Irrigation District 16294 Central Valley Hwy Wasco, California 93280	YES	4.834%	YES	
20	Stone Corral Irrigation District 37656 Rd 172 Visalia, California 93292	YES	2.640%	YES	
21	Tea Pot Dome Water District 105 W Teapot Dome Ave Porterville, California 93257	YES	2.537%	YES	
22	Terra Bella Irrigation District 24790 Avenue 95 Terra Bella, California 93270	YES	3.337%	YES	
23	Tulare Irrigation District 6826 Avenue 20 Post Office Box 1920 Tulare, California 93274	YES	5.961%	YES	

3. **Revised "Exhibit A" to JPA; General Membership Cost Share.** CITY acknowledges and agrees that the revised "Exhibit A" to the JPA attached as Attachment 2 reflects the members of FWA as of the Effective Date, and their participating General Member percentages under the formula set forth in Section 3.02(b) of the JPA. The Parties further acknowledge and agree that the assessment of CITY's proportionate share of General Member costs will begin effective _____, 2025.

THE UNDERSIGNED AUTHORIZED REPRESENTATIVES OF THE PARTIES have executed this Agreement to be effective on the date first above written.

FWA:

FRIANT WATER AUTHORITY

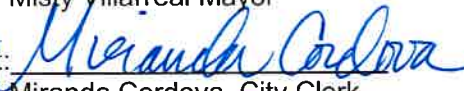
By: _____
Rick Borges, Chair

By: _____
Josh Pitigliano, Secretary-Treasurer

CITY:

CITY OF LINDSAY

By: 
Misty Villarreal Mayor

Attest: 
Miranda Cordova, City Clerk



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

NUMBER 26-41

TITLE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY APPOINTING A PRIMARY REPRESENTATIVE AND AN ALTERNATE REPRESENTATIVE TO THE FRIANT WATER AUTHORITY BOARD

MEETING At a regularly scheduled meeting of the City of Lindsay City Council held on August 25, 2026, at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

WHEREAS, the Friant Water Authority (FWA) is a joint powers authority established under the California Joint Exercise of Powers Act (Government Code Section 6500 et seq.) for the purpose of conveying, storing, and supplying water for municipal, industrial, and agricultural uses;

WHEREAS, on October 14, 2025, the Lindsay City Council approved the Agreement for the City of Lindsay to join the Friant Water Authority as a General Member and Operations & Maintenance (O&M) Project Member;

WHEREAS, membership in the FWA includes participation in the governance of the Joint Powers Authority, including representation on its Board of Directors;

WHEREAS, the City of Lindsay desires to appoint its official representative and alternate representative to the FWA Board in accordance with the terms of the Agreement and the FWA Joint Powers Agreement;

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

SECTION 1. The City Manager, or Acting City Manager, is hereby appointed as the City of Lindsay's primary representative to the Friant Water Authority Board.

SECTION 2. The City Council hereby appoints a staff member from City Services as the alternate representative to the Friant Water Authority Board, authorized to serve and vote in the absence of the primary representative.

SECTION 3. The City Clerk is directed to transmit a certified copy of this resolution to the Friant Water Authority.



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	August 25, 2026
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.

Misty Villarreal, Mayor

CERTIFICATE OF ATTESTING OFFICER

The undersigned, Miranda Cordova, City Clerk of the City of Lindsay does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of the City of Lindsay which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date thereof.

ATTEST: _____
Miranda Cordova, City Clerk



City of Lindsay

CITY COUNCIL

P.O. Box 369 — Lindsay, California 93247 — 251 E. Honolulu St.
559 • 562 • 7102



August 25, 2026

Subject: Letter of Appointment to Friant Water Authority Board

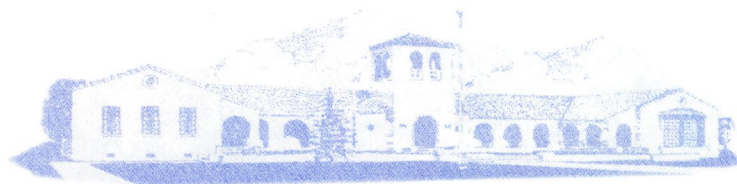
Dear Board Directors,

At its regular meeting held on August 25, 2026, the City of Lindsay City Council took formal action to designate Dario Dominguez, Acting City Manager, as the City's representative to the Friant Water Authority Board.

Mr. Dominguez's appointment reflects the Council's confidence in his professional leadership, operational experience, and his ongoing role overseeing the City's water, public works, and administrative functions. His participation on the Board will help ensure the City of Lindsay's interests are effectively represented in regional water management and in the critical governance of the Friant-Kern Canal.

Sincerely,

Misty Villarreal
Mayor
City of Lindsay





STAFF REPORT

TO: Lindsay City Council

MEETING DATE: August 25, 2026

Item #: 11.8
Consent

DEPARTMENT: City Clerk

FROM: Miranda Cordova, City Clerk & Human Resource Manager

Agenda Title: Authorization to Recertify Missing Council Meeting Minutes (2020–2024)

ACTION & RECOMMENDATION

Staff recommends that the City Council authorize the City Clerk to review, verify, and recertify missing or incomplete City Council meeting minutes from the years 2020 through 2024, which currently exist only in digital form but require original wet signatures for official certification.

BACKGROUND | ANALYSIS

During a recent records audit, staff identified that official minutes for several prior City Council meetings were missing, incomplete, or had not been formally certified. These gaps appear to stem from a combination of factors, including staffing transitions, system migrations, and archival inconsistencies occurring over several years.

A detailed review of archived legislative records showed that multiple sets of minutes from 2020 through 2024 exist only in digital format and were never executed with the required wet signatures. Without these signatures, the minutes are considered incomplete and do not meet standard archival or public-records requirements, which mandate properly certified and signed official documents.

The absence of formal certification appears to be the result of operational changes and document-processing gaps during the multi-year period. Although the digital files remain intact, the lack of executed signatures prevents the minutes from being recognized as certified records and limits their effectiveness as legally reliable documentation of the City's legislative actions.

Accurate, signed, and certified minutes are essential to ensure compliance with public-records laws, maintain transparency, and preserve an authoritative legislative history for the City. Recertification is therefore necessary to restore completeness and accuracy to the City's official records.

FISCAL IMPACT

There is no fiscal impact associated with recertification of the minutes aside from routine staff time already budgeted within the Clerk's Office.

ATTACHMENTS

1. A Recertification Statement
2. Resolution Authorizing Recertification of Missing Minutes (2020–2024)

Reviewed/Approved: _____

Recertification Statement

CITY OF LINDSAY

City Clerk's Recertification Statement

I, Miranda Cordova, City Clerk of the City of Lindsay, do hereby certify that the attached City Council meeting minutes have been reviewed, verified, and recertified as accurate representations of the actions taken by the City Council at the respective meetings.

These minutes were originally retained in digital format without executed wet signatures. Upon review, the minutes have now been prepared, authenticated, and signed in accordance with applicable state law, municipal code requirements, and the City's records retention policies.

Executed this ____ day of _____, 2026.

City Clerk
City of Lindsay



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

NUMBER 26-42

TITLE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY AUTHORIZING THE CITY CLERK TO REVIEW AND RECERTIFY MISSING OR INCOMPLETE CITY COUNCIL MEETING MINUTES FROM 2020 THROUGH 2024

MEETING At a regularly scheduled meeting of the City of Lindsay City Council held on August 25, 2026, at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

Whereas, the City Clerk is responsible for the preparation, maintenance, and certification of all official City Council meeting minutes; and

Whereas, during an internal records review, the City Clerk identified certain City Council meeting minutes from the years 2020 through 2024 that were retained in digital form but were never executed with the required wet signatures; and

Whereas, the absence of wet signatures and formal certification results in incomplete archival records and may impact compliance with public records laws and records retention standards; and

Whereas, recertification of these minutes requires verification, preparation of clean copies, and execution of original signatures to ensure the accuracy and completeness of official legislative records; and

Whereas, the City Council finds it necessary and appropriate to authorize the City Clerk to undertake recertification of said minutes.

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

SECTION 1. The City Clerk is hereby authorized to review, verify, and recertify all missing or incomplete City Council meeting minutes from the years 2020 through 2024.

SECTION 2. The City Clerk is further authorized to prepare and present the necessary documents for wet signatures and to take all administrative actions required to complete the recertification process.

SECTION 3. This resolution shall take effect immediately upon adoption.



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	August 25, 2026
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.

Misty Villarreal, Mayor

CERTIFICATE OF ATTESTING OFFICER

The undersigned, Miranda Cordova, City Clerk of the City of Lindsay does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of the City of Lindsay which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date thereof.

ATTEST: _____
Miranda Cordova, City Clerk



STAFF REPORT

TO: Lindsay City Council

MEETING DATE: August 25, 2026

Item #: 11.9
Consent

DEPARTMENT: City Manager

FROM: Dario Dominguez, Acting City Manager & Director of Public Works

Agenda Title: Cancellation of the Regular City Council Meeting of September 15, 2026, and Rescheduling to September 22, 2026

ACTION & RECOMMENDATION

Staff recommended cancelling the regular City Council meeting scheduled for Tuesday, September 15, 2026, and rescheduling it to Tuesday, September 22, 2026, due to the absence of a General Counsel representative.

BACKGROUND | ANALYSIS

The City Council typically meets on the first and third Tuesdays of each month. The regular meeting scheduled for September 15, 2026, cannot be properly staffed because General Counsel will be unavailable on that date. Since legal representation is required for Council proceedings, staff recommends cancelling the September 15 meeting and rescheduling it to September 22, 2026, to ensure proper legal support and continuity of city business.

FISCAL IMPACT

None.

ATTACHMENTS

1. Notice of Meeting Cancellation and Rescheduling

Reviewed/Approved: _____



NOTICE OF CITY COUNCIL MEETING CANCELATION

NOTICE IS HEREBY GIVEN that the regular meeting of the City Council of the City of Lindsay, originally scheduled for Tuesday, September 15, 2026, at 6:00 p.m., has been CANCELLED.

The meeting has been rescheduled to Tuesday, September 22, 2026, at 6:00 p.m. The meeting will be held in the City Council Chambers, 251 E. Honolulu St. Lindsay, CA 93247.

DATED: 8/25/2026

/s/

Dalee Chang
Deputy City Clerk

In compliance with the Americans with Disabilities Act & Ralph M. Brown Act, if you need special assistance to participate in this meeting, or to be able to access this agenda and documents in the agenda packet, please contact the office of the City Clerk at (559) 562-7102 x 8011. Notification 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.



STAFF REPORT

TO: Lindsay City Council
MEETING DATE: August 25, 2026

Item #: 11.10
Consent

DEPARTMENT: City Services

FROM: Dario Dominguez, Acting City Manager & Director of Public Works

Agenda Title: Adoption of Ordinance No. 705 and Confirmation of Formation Actions for Community Facilities District No. 2026-1 (Services)

ACTION & RECOMMENDATION

Staff recommends that the City Council:

1. Adopt Ordinance No. 705, establishing Community Facilities District (CFD) No. 2026-1 (Services) and authorizing the levy of special taxes; and
2. Confirm the July 21, 2026 City Council actions approving Resolution No. 26-34 (Formation of CFD No. 2026-1 and Calling Special Election) and Resolution No. 26-35 (Certifying Results of Special Election).

BACKGROUND | ANALYSIS

On July 21, 2026, the City Council conducted a duly noticed public hearing for the formation of Community Facilities District No. 2026-1 (Services) under the Mello-Roos Community Facilities Act of 1982. The hearing included public testimony and property owner ballot procedures as required by law.

At the conclusion of the public hearing, the Council unanimously adopted:

- Resolution No. 26-34, forming CFD No. 2026-1, authorizing the levy of special taxes, and calling a special election of qualified electors within the district;
- Resolution No. 26-35, certifying unanimous approval of the special election results in favor of establishing the CFD and authorizing the special tax.

Following certification of the election results, Ordinance No. 705 was introduced for first reading.

Ordinance No. 705 formally authorizes the levy of the special tax in accordance with the Rate and Method of Apportionment adopted as part of the CFD formation process. The ordinance establishes tax administration procedures, exemptions, collection methods, and annual determination of tax rates by the City Manager or designee.

The purpose of CFD No. 2026-1 is to finance eligible municipal services required due to new development, including:

- Public safety, police, and fire services
- Code enforcement
- Street, road, and open space maintenance
- Park, parkway, street lighting, and landscaping operations
- Storm drainage and graffiti abatement services

Formation of CFD No. 2026-1 ensures that new development—beginning with Tract Map 6250—provides ongoing funding to offset increased service demands placed on the City's General Fund.

With the first reading having occurred on July 21, 2026, Ordinance No. 705 now returns to the City Council for final adoption.

FISCAL IMPACT

Adoption of Ordinance No. 705 allows for the annual levy of a CFD services special tax beginning FY 2027-2028. The tax rate is subject to an annual maximum allowable increase based on CPI or 3 percent, whichever is greater.

Special tax revenue will fund eligible municipal services and reduce General Fund obligations associated with new development.

ATTACHMENTS

1. Ordinance No. 705 (Final Adoption)
2. Resolution No. 26-34 (CFD Formation)
3. Resolution No. 26-35 (Special Election Results)
4. Approved July 21, 2026 Minutes
5. Boundary Map & Rate and Method of Apportionment

Reviewed/Approved: _____

ORDINANCE NO. 705
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LINDSAY, CALIFORNIA,
ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO.
2026-1 (SERVICES), AUTHORIZING THE LEVY OF SPECIAL TAXES WITHIN SAID
COMMUNITY FACILITIES DISTRICT

WHEREAS, on June 9, 2026 the Lindsay City Council (the "**City Council**") of the City of Lindsay (the "**City**") adopted Resolution No. 26-19 (the "**Resolution of Intention**") declaring its intention to form Community Facilities District No. 2026-1 of the City of Lindsay (Services) (the "**District**") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, comprising Chapter 2.5 of Part 1 of Division 2 of Title 5 of the California Government Code (the "**Act**"), and identified territory proposed to be annexed to the District in the future pursuant to Section 53339.3 of the Act and designated as the future annexation area therein (the "**Future Annexation Area**"); and

WHEREAS, on July 21, 2026, after providing all notices required by the Act, the City Council conducted a public hearing required by the Act relative to the proposed formation of the District and the Future Annexation Area and the proposed levy of the special tax ("**Special Tax**") therein to finance certain services described in Resolution No. 26-19 Resolution of Intention; and

WHEREAS, at the July 21, 2026, public hearing, all persons desiring to be heard on all matters pertaining to the formation of the District, the designation of the Future Annexation Area, and the proposed levy of the Special Tax to finance the services described in the Resolution of Intention were heard and a full and fair hearing was held; and

WHEREAS, on July 21, 2026, the City Council adopted Resolution No. 2634 (the "**Resolution of Formation**") which formed the District, established the Future Annexation Area, and called a special election within the District on July 21, 2026, on two propositions relating to the levy of the Special Tax within the District and the establishment of an appropriations limit within the District; and

WHEREAS, on July 21, 2026, a special election was held within the District at which the qualified electors approved by more than a two-thirds vote both Proposition A (authorizing the levy of a special tax within the District for the purposes described in Resolution of Formation) and Proposition B (establishing an appropriations limit for the District).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LINDSAY IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2026-1 OF THE CITY OF LINDSAY (SERVICES) DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The above recitals are true and correct and incorporated and made a part of this Ordinance by this reference, including any definitions contained therein.

SECTION 2. By the passage of this Ordinance, the City Council authorizes and levy of the Special Tax within the District pursuant to Sections 53328 and 53340 of the Act at the rates and in accordance with the rate and method of apportionment set forth in Exhibit C of the Resolution of Formation, which is incorporated by reference herein (the "**Rate and Method**"). The Special Tax is hereby levied commencing in the fiscal year specified in the Rate and Method and in each fiscal year thereafter until payment of all costs of the services authorized to be financed by the District, and payment of all costs of administering the District.

By this Ordinance, the City Council also authorizes and levies the Special Tax upon any parcels annexed into the District in the future Annexation Area, as outlined in Resolution No. 26-19 – Resolution of Intention, for Fiscal Year 2027-2028 and in each fiscal year thereafter.

SECTION 3. The Lindsay City Manager or designee is hereby further authorized and directed each fiscal year, on or before August 10 of each year, or such later date as is permitted by law, to determine the specific special tax rates and amounts to be levied for the next ensuing fiscal year on each parcel of land in the District pursuant to the Rate and Method. The special tax rates to be levied pursuant to the Rate and Method shall not exceed the applicable maximum rates set forth therein.

SECTION 4. Properties or entities of the state, federal, or other local governments shall be exempt from the Special Tax, except as otherwise provided in Sections 53317.3 and 53317.5 of the Act and Section G of the Rate and Method. No other properties or entities are exempt from the Special Tax unless the properties or entities are expressly exempted in the Resolution of Formation or in a resolution of consideration to levy a new special tax or special taxes or to alter the rate or method of apportionment or an existing special tax as provided in Section 53334 of the Act.

SECTION 5. All of the collections of the Special Tax pursuant to the Rate and Method shall be used as provided for in the Act and the Resolution of Formation. The Special Tax shall be levied within the District only so long as needed for the purposes described in the Resolution of Formation.

SECTION 6. The Special Tax levied pursuant to the Rate and Method shall be collected in the same manner as ordinary *ad valorem* property taxes are collected and shall be subject to the same penalties and the same procedure, sale, and lien priority in case of delinquency as is provided for ad valorem taxes (which such procedure include the exercise of all rights and remedies permitted by law to make corrections, including, but not limited to, the issuance of amended or supplemental tax bills), as such procedure may be modified by law or by the City Council from time to time.

SECTION 7. Adjustments. The City Council does not intend to make any adjustment in property taxation pursuant to Sections 53313.6 and 53313.7 of the Act.

SECTION 8. The City Clerk is hereby authorized to transmit a certified copy of this ordinance to the Tulare County Assessor and Treasurer-Tax Collector, and to perform all other acts which are required by the Act, this Ordinance, or by law in order to accomplish the purpose of this Ordinance.

SECTION 9. If for any reason any portion of this Ordinance is found to be invalid, or if the Special Tax is found inapplicable to any particular parcel within the District by a court of competent jurisdiction, the balance of this Ordinance and the application of the Special Tax to the remaining parcels within the District shall not be affected.

SECTION 10. This Ordinance relating to the levy of special taxes within Community Facilities District No. 2026-1 shall take effect 30 days following its final passage, and the specific authorization for adoption is pursuant to the provisions of Section 53340 of the Act.

SECTION 11. The City Clerk is hereby directed to certify to the passage and adoption of this Ordinance and to cause it to be published as required by law.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council held on the ____ day of August 2026.

ATTEST:

CITY COUNCIL OF THE CITY OF
LINDSAY

Miranda Cordova, City Clerk

Misty Villarreal, Mayor



AN RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

NUMBER 26-34

TITLE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY, CALIFORNIA, ESTABLISHING THE FORMATION OF COMMUNITY FACILITIES DISTRICT NO. 2026-1 OF THE CITY OF LINDSAY (SERVICES) AND A FUTURE ANNEXATION AREA THEREIN; AUTHORIZING THE LEVY OF SPECIAL TAXES THEREOF; CALLING AN ELECTION; AND APPROVING AND AUTHORIZING CERTAIN ACTIONS RELATED THERETO

MEETING At a regularly scheduled meeting of the City of Lindsay City Council held on July 21, 2026, at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

WHEREAS, the City Council (the "City Council") of the City of Lindsay (the "City") has heretofore adopted Resolution No. 26-19 stating its intention to form Community Facilities District No. 2026-1 of the City of Lindsay (Services) ("Community Facilities District No. 2026-1" or the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Act") and identified territory proposed to be annexed to the District in the future pursuant to Section 53339.3 of the Act, designated as the a future annexation area therein (the "Future Annexation Area"); and

WHEREAS, a copy of Resolution No. 26-19 setting forth a description of the proposed boundaries of Community Facilities District No. 2026-1 Tax Zone 1 and the Future Annexation Area, the services and administrative expenses to be financed by the District, and the rate and method of apportionment of the special tax proposed to be levied within the District is on file with the City Clerk; and

WHEREAS, notice was published and mailed to all landowners of the land proposed to be included within the District as required by law relative to the intention of the City Council to form proposed Community Facilities District No. 2026-1 and to levy the special tax (the "Special Tax") therein to finance the services and administrative expenses described in Resolution No. 26-19; and

WHEREAS, on July 21, 2026, the City Council conducted a noticed public hearing as required by law relative to the proposed formation of Community Facilities District No. 2026-1 and to authorize the levy of the Special Tax therein; and

WHEREAS, at the July 21, 2026, public hearing there was a Community Facilities District Report ("CFD Report") filed with the City Council, which contained a description of the services necessary to meet the needs of the District and the Future Annexation Area and an estimate of the cost of such services as required by Section 53321.5 of the Act; and



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WHEREAS, at the July 21, 2026, public hearing all persons desiring to be heard on all matters pertaining to the formation of Community Facilities District No. 2026-1, the designation of the Future Annexation Area and authorize the levy of the Special Tax were heard and full and fair hearings were held; and

WHEREAS, following the public hearing, the City Council determined to authorize the formation of the District and the designation of the Future Annexation Area to finance the types of services (the "Services") and the administrative expenses (the "Administrative Expenses") set forth in Exhibit A attached hereto and incorporated herein by this reference, which are described in more detail in the CFD Report attached hereto as Exhibit B and also incorporated herein by this reference; and

WHEREAS, at the public hearing evidence was presented to the City Council on the matters before it, and the proposed Special Tax to be levied within the District were not precluded by a majority protest of the type described in Section 53324 of the Act, and at the conclusion of the hearing, the City Council was fully advised as to all matters relating to the formation of the District, the designation of the Future Annexation Area, and the levy of the Special Tax; and

WHEREAS, the City Council has determined, based on a Certificate of Registrar of Voters of Tulare County on file in the office of the City Clerk, that no registered voters have been residing in the proposed boundaries of Community Facilities District No. 2026-1 for each of the ninety (90) days prior to July 21, 2026 and that the qualified electors in Community Facilities District No. 2026-1 are the landowners within the District; and

WHEREAS, on the basis of all of the foregoing, the City Council has determined to proceed with the establishment of Community Facilities District No. 2026-1 and the designation of the Future Annexation Area and to call an election therein to authorize (i) the levy of Special Taxes pursuant to the rate and method of apportionment of the special tax, as set forth in Exhibit C to Resolution No. 26-19 (the "Rate and Method"), and (ii) the establishment of an appropriations limit for Community Facilities District No. 2026-1.

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

SECTION 1. The above recitals are true and correct and incorporated and made a part of this Resolution by this reference, including any definitions contained therein.

SECTION 2. A community facilities district designated as the "Community Facilities District No. 2026-1 of the City of Lindsay (Services)" including the Future Annexation Area is hereby established pursuant to the Act.

The City Council hereby finds and determines that all prior proceedings taken with respect to the establishment of the District and the Future Annexation Area were valid and in conformity with the requirements of law, including the Act. This finding is made in accordance with the provisions of Section 53325.1(b) of the Act.



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SECTION 3. The boundaries of Community Facilities District No. 2026-1 are established as shown on the map designated "Boundary Map of Community Facilities District No. 2026-1 (Services), Tax Zone 1, City of Lindsay, Tulare County, State of California" which map is on file in the office of the City Clerk and was recorded pursuant to Sections 3111 and 3113 of the California Streets and Highways Code in the County Book of Maps of Assessment and Community Facilities Districts in the Assessor-County Clerk-Recorder's office of Tulare County in Book No. 3, Page No. 13 on June 25, 2026 as Instrument No. 2026-0030849. The boundaries of the Future Annexation Area set forth in Resolution No. 24-19 is hereby established.

Parcels within the Future Annexation Area shall be annexed to the District only with the unanimous approval (each, a "Unanimous Approval") of the owner or owners of each parcel or parcels to be annexed at the time that such parcel or those parcels are annexed, without any requirement for further public hearings or additional proceedings.

SECTION 4. The types of Services and Administrative Expenses authorized to be provided for Community Facilities District No. 2026-1 are those set forth in Exhibit A attached hereto. The estimated cost of the Services and Administrative Expenses to be financed is set forth in the CFD Report attached hereto as Exhibit B. The City Council finds and determines that the proposed Services are necessary to meet the increased demand that will be placed upon local agencies and public infrastructure as a result of new development within the District and that the Services to be financed benefit residents of the City and the future residents of the District.

SECTION 5. Except where funds are otherwise available, it is the intention of the City Council, subject to the approval of the eligible voters of the District, to annually levy the Special Tax at the rates set forth in the Rate and Method on all non-exempt property within the District sufficient to pay for the Services and the Administrative Expenses. The District expects to incur, and in certain cases has already incurred, Administrative Expenses in connection with the creation of the District, the levying and collecting of the Special Tax, and the annual administration of the District. The Rate and Method is described in detail in Resolution No. 26-19 and included as Exhibit C to this resolution, and the City Council hereby finds that the Rate and Method contains sufficient detail to allow each landowner within the District to estimate the maximum amount that may be levied against each parcel. As described in greater detail in the CFD Report, which is incorporated by reference herein, the Special Tax is based on the expected demand that each parcel of real property within Community Facilities District No. 2026-1 will place on the Services and on the benefit that each parcel will derive from the right to access the Services and, accordingly, is hereby determined to be reasonable. The Special Tax shall be levied on each assessor's parcel in accordance with the Rate and Method. The Special Tax is apportioned to each parcel on the foregoing bases pursuant to Section 53325.3 of the Act and



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such Special Tax is not on or based upon the ownership of real property or the assessed value of real property.

The Lindsay City Manager, 251 E. Honolulu Avenue, Lindsay, CA, 93247, Telephone Number (559) 562-7102, will be responsible for preparing annually, or authorizing a designee to prepare, a current roll of special tax levy obligations by assessor's parcel number and be responsible for estimating future special tax levies pursuant to Section 53340.2 of the Act.

- SECTION 6.** Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the Streets and Highways Code, a continuing lien to secure each levy of the Special Tax shall attach to all non-exempt real property in the District and this lien shall continue in force and effect until the special tax obligation is prepaid and permanently satisfied and the lien canceled in accordance with law or until collection of the Special Tax by the District ceases.
- SECTION 7.** Consistent with Section 53325.6 of the Act, the City Council finds and determines that the land within Community Facilities District No. 2026-1, if any, devoted primarily to agricultural, timber or livestock uses and being used for the commercial production of agricultural, timber or livestock products is contiguous to other land within Community Facilities District No. 2026-1 and will be benefited by the Services proposed to be provided within the District.
- SECTION 8.** It is hereby further determined that there is no ad valorem property tax currently being levied on property within proposed Community Facilities District No. 2026-1 for the exclusive purpose of paying for the same services to the territory of Community Facilities District No. 2026-1 as are proposed to be provided by the Services to be financed by Community Facilities District No. 2026-1.
- SECTION 9.** Written protests against the establishment of the District and the designation of the Future Annexation Area have not been filed by one-half or more of the registered voters within the boundaries of the District or by the property owners of one-half (1/2) or more of the area of land within the District. The City Council hereby finds that the proposed Special Tax has not been precluded by a majority protest pursuant to Section 53324 of the Act.
- SECTION 10.** The date of the election within Community Facilities District No. 2026-1 shall be July 21, 2026, or such later date as is consented to by the City Clerk and the landowners within Community Facilities District No. 2026-1. The City Clerk shall conduct the election. Except as otherwise provided by the Act, the election shall be conducted by personally delivered or mailed ballot and, except as otherwise provided by the Act, the election shall be conducted in accordance with the provisions of law regulating elections of the City of Lindsay insofar as such provisions are determined by the City Clerk to be applicable.



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It is hereby found that there are not more than twelve registered voters within the territory of Community Facilities District No. 2026-1, and, pursuant to Section 53326 of the Act, each landowner who is the owner of record on the date hereof, or the authorized representative thereof, shall have one vote for each acre or portion thereof that he, she, or it owns within Community Facilities District No. 2026-1. The voters shall be the landowners of record within Community Facilities District No. 2026-1 as of July 21, 2026

SECTION 11. The preparation of the CFD Report is hereby ratified. The CFD Report, as submitted, is hereby approved and was made a part of the record of the public hearing regarding the formation of Community Facilities District No. 2026-1. The CFD Report is ordered to be kept on file with the transcript of these proceedings and open for public inspection.

SECTION 12. This Resolution shall be effective upon its adoption.

SECTION 13. The City Clerk shall certify to the passage and adoption of this Resolution; shall enter the same in the book of original Resolutions of the City; and shall make a minute of passage and adoption thereof in the records of the proceedings of the City Council, in the minutes of the meeting at which this Resolution is passed and adopted.



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Exhibit A

TYPES OF SERVICES TO BE FINANCED BY COMMUNITY FACILITIES DISTRICT NO. 2026-1 OF THE CITY OF LINDSAY (SERVICES)

The services which may be funded with proceeds of the special tax of CFO No. 2026-1, as provided by Section 53313 of the Act, include the following (collectively, the "Services"):

- (i) maintenance of parks, parkways, park lighting, sidewalks, signage, landscaping in public areas, easements or right of way and open space;
- (ii) flood and storm protection services;
- (iii) the operation of storm drainage systems;
- (iv) maintenance of streets and roadways, traffic signals and street lighting;
- (v) graffiti and debris removal from public improvements;
- (vi) public safety services including police, fire protection and fire suppression; and
- (vii) operation of library and recreation programs;
- (viii) operation of future museums and cultural facilities; and
- (ix) maintenance and operation of any real property or other tangible property with an estimated useful life of five or more years that is owned by the City of Lindsay.

In addition to payment of the cost and expense of the forgoing services, proceeds of the special tax may be expended to pay "Administrative Expenses" as said term is defined in the Rate and Method of Apportionment and to establish an operating reserve for the costs of services as determined by the CFD Administrator. Capitalized terms used and not defined herein shall have the meanings set forth in the Rate and Method of Apportionment of Special Tax for CFD No. 2026- 1.

Exhibit B

Community Facilities District Report (CFD Report)



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Exhibit C Rate and Method Apportionment

The following sets forth the Rate and Method of Apportionment for the levy and collection of a Special Tax of Community Facilities District No. 2026-1 (Services) of the City of Lindsay ("CFD No. 2026-1"). A Special Tax shall be levied on and collected in CFD No. 2026-1 each Fiscal Year, in an amount determined through the application of the Rate and Method of Apportionment described below. All real property within CFD No. 2026-1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

SECTION A DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on the Assessor's Parcel Map, the land area as shown on the applicable Final Map, or if the land area is not shown on the applicable Final Map, the land area shall be calculated by the Administrator or City Engineer.

"Act" means the Mello-Roos Community Facilities Act of 1982 as amended, being Chapter 2.5 of Part 1, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means all actual or reasonably estimated costs and expenses of the District that are chargeable or allocable to carry out its duties as the administrator as allowed by the Act, which shall include without limitation the following actual or reasonably estimated costs related to the administration of CFD No. 2026-1: the costs of computing the Special Tax and preparing the annual Special Tax collection schedule (whether by the City, designee thereof, or both); the costs of collecting the Special Tax (whether by the City or otherwise); the costs to the City, CFD No. 2026-1, or any designee thereof complying with City or major property owner disclosure requirements associated with applicable federal and state securities laws and of the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Tax; and the costs associated with the City's annual administration fees, and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2026-1 for any other administrative purposes, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure, or otherwise addressing the disposition of delinquent Special Taxes.

"Administrator" means an official of the City, or designee thereof, responsible for, among other things, determining the annual amount of the levy and collection of the Special Tax.

"Affordable Housing Unit" means a Dwelling Unit that is (1) affordable to persons and families of very low, low or moderate income as provided in California Health and Safety Code Sections 50052.5 and 50053 (or their successor statutes), adjusted for household size and income level, less the appropriate allowance for utilities; and (2) subject to a recorded affordability agreement



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approved by the City imposing the affordability restrictions for periods of fifty five (55) years or more on “for rent” units and forty five (45) years or more on “for sale” units.

“Annual Special Tax” means for each Assessor’s Parcel, the Special Tax actually levied in a given Fiscal Year on any Assessor’s Parcel.

“Approved Property” means all Assessor’s Parcels of Taxable Property: (i) that are included in a Final Map that was recorded prior to the January 1st preceding the Fiscal Year in which the Special Tax is to be levied, and (ii) that have not been issued a building permit on or before March 1st preceding the Fiscal Year in which the Special Tax are to be levied.

“Assessor’s Parcel” means a lot or parcel of land designated on an Assessor’s Parcel Map with an assigned Assessor’s Parcel Number within the boundaries of CFD No. 2026-1.

“Assessor’s Parcel Map” means an official map of the Assessor of the County designating parcels by Assessor’s Parcel Number.

“Assessor’s Parcel Number” means that number assigned to a lot or parcel of land by the County Assessor for purposes of identification.

“Boundary Map” means a recorded map of the CFD No. 2026-1 which indicates the boundaries of CFD No. 2026-1.

“Building Square Footage” or “BSF” means for an Assessor’s Parcel of Non-Residential Property, the square footage of covered and enclosed space within the perimeter of a commercial or other non-residential structure, not including any storage areas incidental to the principal use of the structure, garages, parking structures, unenclosed walkways, utility or disposal areas; in each case to be determined by reference to the building permit application for such Assessor’s Parcel and subject to verification by the City.

“Business Park Property” means Assessor’s Parcels for which the permitted uses include employee-intensive uses, including research and development, technology centers, corporate offices, clean industry, self-storage facilities and supporting retail uses, as determined by the Administrator.

“Calendar Year” means the period commencing January 1 of any year and ending the following December 31.

“CFD No. 2026-1” or “CFD” means Community Facilities District No. 2026-1 of the City of Lindsay established by the City under the Act.

“City” means the City of Lindsay, or its designee.

“City Council” means the City Council of the City of Lindsay, acting as the legislative body of CFD No. 2026-1, or its designee.



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"City Services" means the services permitted under the Act and the formation proceedings with respect to CFD No. 2026-1 including, but not limited to, services to be funded, in whole or in part, by the community facilities district (the "District") include all direct and incidental costs related to providing for the maintenance of public infrastructure within the area of the District, the future voluntary annexation area, and areas adjacent to or in the vicinity of such areas or of general benefit to the District. More specifically, the services may include, but not be limited to: (i) police and related services of the City of Lindsay required to sustain the public safety service delivery capability for emergency and non-emergency services including related facilities, equipment, vehicles, services, supplies and personnel; (ii) maintenance and lighting of parks, parkways, streets, roads and open space; (iii) flood and storm protection services; as well as the provision of other public services authorized to be funded under Section 53313 of the California Government Code. The District may fund any of the following related to the services described in the preceding sentence: obtaining, constructing, furnishing, operating and maintaining equipment, apparatus or facilities related to providing the services and/ or equipment, apparatus, facilities or fixtures in areas to be maintained, paying the salaries and benefits of personnel necessary or convenient to provide the services, payment of insurance costs and other related expenses and the provision of reserves for repairs and replacements and for the future provision of services. It is expected that the services will be provided by the City, either with its own employees or by contract with third parties, or any combination thereof.

"Commercial Retail Property" means all Assessor's Parcels for which the permitted uses include local- and regional-serving retail and service, as determined by the Administrator.

"Commercial Other Property" means all Assessor's Parcels for which the permitted uses include providing goods and services to meet the frequent shopping needs of people living nearby, typically within a one-half mile radius of residences served. Allowed uses include small grocery stores, cleaners, laundromats, drug stores, restaurants, small specialty stores, feed and tack, and other neighborhood convenience uses, tourist-related commercial including hotels, restaurants, conference and meeting facilities, theaters, museums, golf courses, and recreation/amusement activities, and office-related uses including financial, legal, medical, dental, real estate, insurance, and other office services. Typically applied to smaller commercial centers, as determined by the Administrator.

"Community Association Property" means all Assessor's Parcels which, as of July 1st of the Fiscal Year in which the Special Taxes are to be levied, have been conveyed, dedicated to, or irrevocably offered for dedication to the Community Association, including any master or sub-association.

"Consumer Price Index" or "CPI" means the index published monthly by the U.S. Department of Labor, Bureau of Labor Statistics for all urban consumers in the Los Angeles-Long Beach-Anaheim area. In the event this index ceases to be published, the Consumer Price Index shall be another index as determined by the Administrator that is reasonably comparable to the Consumer Price Index for the Los Angeles-Long Beach-Anaheim area.

"County" means the County of Tulare.



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“Developed Property” means all Assessor’s Parcels of Taxable Property: (i) are included in a Final Map that was recorded prior to January 1st preceding the Fiscal Year in which the Special Tax is to be levied, and (ii) a building permit was issued on or before March 1st preceding the Fiscal Year in which the Special Tax are to be levied.

“Dwelling Unit” means each separate residential dwelling unit that comprises an independent facility capable of conveyance or rental separate from adjacent residential dwelling units.

“Exempt Property” means all Assessor’s Parcels designated as being exempt from the Special Tax as provided for in Section G.

“Final Map” means a subdivision of property by recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or recordation of a condominium plan pursuant to California Civil Code 4285 that creates individual lots for which building permits may be issued without further subdivision.

“Fiscal Year” means the period commencing July 1 of any year and ending the following June 30.

“Heavy Industrial Property” means Assessor’s Parcels for which permitted uses include more intense industrial activities, such as manufacturing, materials processing, and any related industrial activities that generate significant impacts such as excessive noise, dust, and other nuisances, as determined by the Administrator.

“Land Use Type” means Multifamily Residential Property, Single Family Residential Property, Commercial Retail Property, Commercial Other Property, Business Park Property, Light Industrial Property, Heavy Industrial Property or Other Non-Residential Property as assigned in Section B and Table 1.

“Light Industrial Property” means Assessor’s Parcels for which permitted uses include industrial, service-commercial, and related uses including warehousing/ distribution, research and development, assembly and light manufacturing, repair facilities, and supporting retail uses, as determined by the Administrator.

“Lot” means an individual legal lot or condominium unit created by a Final Map for which a building permit could be issued.

“Maximum Special Tax” means for each Assessor’s Parcel of Taxable Property, the maximum Special Tax, determined in accordance with Section C that can be levied in any given Fiscal Year on such Assessor’s Parcel.

“Multifamily Residential Property” means all Assessor’s Parcels of Developed Property for which a building permit has been issued for the purpose of constructing a building or buildings comprised of attached Dwelling Units available for rental by the general public, not for sale to an end user, and under common management, as determined by the Administrator.



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“Non-Residential Property” means all Assessor’s Parcels of Developed Property for which a building permit was issued for any type of non-residential use.

“Proportionately” means that the ratio of the Special Tax levy to the applicable Maximum Special Tax is equal for all applicable Assessor’s Parcels. In case of Developed Property subject to the apportionment of the Special Tax under Section D, “Proportionately” means for Taxable Property that is: (i) Developed Property, that the ratio of the actual Special Tax or levy to the Maximum Special Tax levy is the same for all Parcels of Developed Property, and (ii) Approved Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Parcels of Approved Property.

“Public Property” means all Assessor’s Parcels which, as of July 1st of the Fiscal Year in which the Special Tax is being levied, are used for rights-of-way or any other purpose and is owned by, dedicated to, or irrevocably offered for dedication to the federal government, the State of California, the County, or any other local jurisdiction, provided, however, that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified according to its use.

“Residential Property” means all Assessor’s Parcels of Developed Property for which a building permit has been issued for purposes of constructing one or more residential dwelling units.

“Single Family Residential Property” means all Assessor’s Parcels of Developed Property for which a building permit has been issued for purposes of constructing one or more residential dwelling units, which is not Multifamily Residential Property, Multifamily Residential Property – Medium Density, or Multifamily Residential Property – High Density.

“Special Tax” means the special tax authorized to be levied on Taxable Property within CFD No. 2026-1 pursuant to the Act to fund the Special Tax Requirement.

“Special Tax Requirement” means, subject to the Maximum Special Tax, the amount to be collected in any Fiscal Year to pay for the city services as otherwise required to meet the needs of CFD No. 2026-1. The costs include the costs for (i) the services, and (ii) Administrative Expenses.

“Taxable Property” means all Assessor’s Parcels within CFD No. 2026-1, which are not Exempt Property.

“Taxable Unit” means a Dwelling Unit, Building Square Footage, or an Acre, as determined by the Administrator.

“Tax Zone” means a mutually exclusive geographic area, within which the Special Tax may be levied. Appendix A identifies the Tax Zone in CFD No. 2026-1 at formation; additional Tax Zones may be created when property is annexed into the CFD.

“Tax Zone 1” means the specific geographic area identified on the CFD Boundary Map as Tax Zone 1.



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“Undeveloped Property” means all Assessor's Parcels of Taxable Property which are not Developed Property or Approved Property.

SECTION B CLASSIFICATION OF ASSESSOR'S PARCELS

Each Fiscal Year, beginning with Fiscal Year 2026-2027, each Assessor's Parcel within CFD No. 2026-1 shall be classified as Taxable Property or Exempt Property. In addition, each Assessor's Parcel of Taxable Property shall be further classified as Developed Property, Approved Property, or Undeveloped Property. In addition, each Assessor's Parcel of Taxable Property shall further be classified as one of the Land Use Types.

SECTION C MAXIMUM SPECIAL TAX

For purposes of determining the applicable Maximum Special Tax for Assessor's Parcels of Developed Property and Approved Property which are classified as Residential Property, all such Assessor's Parcels shall be assigned the number of Dwelling Unit(s) constructed or to be constructed thereon as specified in or shown on the Building Permit(s) issued or Final Map as determined by the Administrator. For Parcels of Undeveloped Property zoned for development of single family attached or multifamily units, the number of Dwelling Units shall be determined by referencing the condominium plan, apartment plan, site plan or other development plan, or by assigning the maximum allowable units permitted based on the underlying zoning for the Parcel. Once a single family attached or multifamily building or buildings have been built on an Assessor's Parcel, the Administrator shall determine the actual number of Dwelling Units contained within the building or buildings, and the Special Tax levied against the Parcel in the next Fiscal Year shall be calculated by multiplying the actual number of Dwelling Units by the Maximum Special Tax per Dwelling Unit identified for the Tax Zone in Table 1 below or as included in Appendix A as each Annexation occurs.

For purposes of determining the applicable Maximum Special Tax for Assessor's Parcels of Developed Property and Approved Property which are classified as Non-Residential Property, all such Assessor's Parcels shall be assigned the number of Building Square Footage or Acres as shown on the Final Map as determined by the Administrator. Once the Administrator determines the actual number of Building Square Footage or Acres for the Assessor's Parcel, the Special Tax levied against the Parcel in the next Fiscal Year shall be calculated by multiplying the number of Building Square Footage or Acres by the Maximum Special Tax per Taxable Unit identified for the Tax Zone in Table 1 below or as included in Appendix A as each Annexation occurs.

1. Developed Property

Maximum Special Tax

The Maximum Special Tax for each Assessor's Parcel of Developed Property is shown in Table 1 and shall be specific to each Tax Zone within the CFD. When additional property is annexed



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into CFD No. 2026-1, the rate and method adopted for the annexed property shall reflect the Maximum Special Tax for the Tax Zone annexed and included in Appendix A. The Maximum Special Tax for Fiscal Year 2026-2027 within Tax Zone 1 is identified in Table 1 below:

**TABLE 1
MAXIMUM SPECIAL TAX
FOR DEVELOPED PROPERTY**

Tax Zone	Land Use Category	Maximum Special Tax
1	Single-Family Residential Property	\$946 per Dwelling Unit
1	Multifamily Residential Property	\$946 per Dwelling Unit

On each July 1, commencing July 1, 2027, the Maximum Special Tax for Developed Property for the prior Fiscal Year shall be increased by the greater of (i) the percentage change in the Consumer Price Index for the Calendar Year ending in April, or (ii) three percent (3%), as determined by the City.

2. Approved Property

The Maximum Special Tax for each Assessor's Parcel of Approved Property shown in Table 2 shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2026-1, the rate and method adopted for the annexed property shall reflect the Maximum Special Tax for the Tax Zone annexed and included in Appendix A. The Maximum Special Tax for Fiscal Year 2026-2027 within the Tax Zone is identified in Table 2 below:

**TABLE 2
MAXIMUM SPECIAL TAX
APPROVED PROPERTY**

Tax Zone	Land Use Category	Maximum Special Tax
1	Single-Family Residential Property	\$946 per Dwelling Unit
1	Multifamily Residential Property	\$946 per Dwelling Unit

On each July 1, commencing July 1, 2027 the Maximum Special Tax for Approved Property for the prior Fiscal Year shall be increased by the greater of (i) the percentage change in the Consumer Price Index for the Calendar Year ending in April, or (ii) three percent (3%), as determined by the City.

3. Undeveloped Property

No Special Tax shall be levied on Undeveloped Property.



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SECTION D METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing Fiscal Year 2026-2027 and for each subsequent Fiscal Year, the City Council shall levy the Special Tax on all Taxable Property until the amount of the Special Tax equals the Special Tax Requirement in accordance with the following steps:

Step One: The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Special Tax as needed to satisfy the Special Tax Requirement.

Step Two: If additional moneys are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Approved Property, at up to 100% of the Maximum Special Tax applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement.

SECTION E PREPAYMENT OF SPECIAL TAX

The Special Tax cannot be prepaid.

SECTION F TERM OF SPECIAL TAX

The Special Tax shall be levied as long as needed to meet the Special Tax Requirement as determined at the sole discretion of the City Council.

SECTION G EXEMPT PROPERTY

The City shall classify as Exempt Property: (i) Assessor's Parcels defined as Public Property, (ii) Assessor's Parcels which are used as places of worship and are exempt from ad valorem property taxes because they are owned by a religious organization, (iii) Assessor's Parcels used exclusively by a Community's Association, (iv) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement, and (v) all Affordable Housing Units within Assessor's Parcels.

Tax-exempt status will be assigned by the Administrator in chronological order. If an Assessor's Parcel's classification is changed after the initial status is assigned, then its tax-exempt status will be revoked.

SECTION H APPEALS AND INTERPRETATIONS

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the Administrator not later than twelve (12) months after having paid the first installment of the Special Tax that is disputed. A representative(s) of CFD No. 2026-1 shall promptly review the appeal, and if necessary, meet with the property owner,



AN RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

consider written and oral evidence regarding the amount of the Special Tax and rule on the appeal. If the representative's decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, the representative shall take any of the following actions, in order of priority, to correct the error:

- (i) if possible, amend the Special Tax levy on the property owner's Assessor's Parcel(s) for the current Fiscal Year prior to the payment date;
- (ii) require CFD No. 2026-1 to reimburse the property owner for the amount of the overpayment to the extent of available CFD No. 2026-1 funds; or
- (iii) grant a credit against, eliminate or reduce the future Special Tax on the property owner's Assessor's Parcel(s) in the amount of the overpayment.

SECTION I MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that CFD No. 2026-1 may collect the Special Tax at a different time or in a different manner if necessary to meet its financial obligations.

SECTION J INTERPRETATIONS

The City Council may interpret this Rate and Method of Apportionment of Special Tax by ordinance or resolution for purposes of clarifying any vagueness or ambiguity. Any decision of the City Council shall be final and binding as to all persons.

SECTION K FUTURE ANNEXATIONS

It is anticipated that additional properties will be annexed to CFD No. 2026-1 from time to time. Pursuant to California Government Code section 53339 et seq., the rate and method adopted for the annexed property shall reflect the Maximum Special Tax rate at the then current year's Maximum Special Tax rate as set forth in Section C and Appendix A, as amended.

APPENDIX A

CITY OF LINDSAY COMMUNITY FACILITIES DISTRICT NO. 2026-1 (SERVICES)

MAXIMUM SPECIAL TAX ASSIGNED TO EACH TAX ZONE OF DEVELOPED PROPERTY

Tax Zone	Land Use Category	Maximum Special Tax
1	Single-Family Residential Property	\$946 per Dwelling Unit
1	Multifamily Residential Property	\$946 per Dwelling Unit



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MAXIMUM SPECIAL TAX ASSIGNED TO EACH TAX ZONE OF APPROVED PROPERTY

Tax Zone	Land Use Category	Maximum Special Tax
1	Single-Family Residential Property	\$946 per Dwelling Unit
1	Multifamily Residential Property	\$946 per Dwelling Unit

ESCALATION OF MAXIMUM SPECIAL TAX

On each July 1, commencing July 1, 2027, the Maximum Special Tax for Developed and Approved Property for the prior Fiscal Year shall be increased by the greater of (i) the percentage change in the Consumer Price Index for the Calendar Year ending in April, or (ii) three percent (3%), as determined by the City.



AN 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	July 21, 2026
MOTION	Soria
SECOND MOTION	Nave
AYES	Flores, Villarreal, Soria, Nave, & Sanchez
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.


Misty Villarreal, Mayor

CERTIFICATE OF ATTESTING OFFICER

The undersigned, Miranda Cordova, City Clerk of the City of Lindsay does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of the City of Lindsay which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date thereof.

ATTEST: 
Miranda Cordova, City Clerk



AN RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

NUMBER 26-35

TITLE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2026-1 OF THE CITY OF LINDSAY (SERVICES) CERTIFYING THE SPECIAL TAXES ELECTION RESULTS

MEETING At a regularly scheduled meeting of the City of Lindsay City Council held on July 21, 2026, at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

WHEREAS, the City Council ("City Council") of the City of Lindsay (the "City") called and duly held an election on July 21, 2026 within the boundaries of Community Facilities District No. 2026-1 of the City of Lindsay (Services) ("Community Facilities District No. 2026-1", or the "District") pursuant to Resolution No. 26-19 for the purpose of presenting to the qualified electors within the District Propositions A and B attached hereto as Exhibit A; and

WHEREAS, there has been presented to the City Council a certificate of the City Clerk canvassing the results of the election, a copy of which is attached hereto as Exhibit B.

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

SECTION 1. The above recitals are true and correct and incorporated and made a part of Resolution by this reference, including any definitions contained therein.

SECTION 2. Propositions A and B presented to the qualified electors of the District on July 21, 2026, were approved by more than two-thirds of the votes cast at said election and Propositions A and B have carried. The City Council, acting as the legislative body of the District, is hereby authorized to levy on the land within the District the special taxes described in Proposition A for the purposes described therein, and set the annual appropriations limit for the District in an amount equal to \$60,000,000 as described in Proposition B.

SECTION 3. The City Clerk is hereby directed to record in the Assessor-County Clerk-Recorders office of Tulare County within fifteen (15) days of the date hereof a notice of special tax lien with respect to the District in the form required by Streets and Highways Code Section 3114.5.

SECTION 4. This Resolution shall be effective upon its adoption.

SECTION 5. The City Clerk shall certify to the passage and adoption of this Resolution; shall enter the same in the book of original Resolutions of the City; and shall make a minute of passage and adoption thereof in the records of the proceedings of the



AN RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

City Council, in the minutes of the meeting at which this Resolution is passed and adopted.

Exhibit A

Sample Ballot

Community Facilities District No. 2026-1 of the City of Lindsay (Services)
Special Tax Election
July 21, 2026

This ballot is for a special landowner election. You must return this ballot in the enclosed postage paid envelope to the City Clerk of the City of Lindsay not later than immediately after adoption of the resolution of the City Council calling said election, either by mail or in person.

To vote, write or stamp a cross ("+" or "X") in the voting square after the word "YES" or after the word "NO". All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

If you wrongly mark, tear or deface this ballot, return it to the City Clerk of the City of Lindsay and obtain another.

PROPOSITION A: Shall special taxes, pursuant to the rate and method of apportionment as provided in Resolution No. 26-19 of the City Council of the City of Lindsay for Community Facilities District No. 2026-1 (Services) of the City of Lindsay (the "Community Facilities District"), be levied to pay for the Services, Incidental Expenses and other purposes described in Resolution No. 26-19?

YES _____

NO _____

PROPOSITION B: For each year commencing with Fiscal Year 2026-2027, shall the appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, for the Community Facilities District be an amount equal to \$60,000,000?

YES _____

NO _____

By execution in the space provided below, you also indicate your waiver of the time limit pertaining to the conduct of the election and any requirement for analysis and arguments with respect to the ballot measures, as such waivers are described and permitted by Section 53326(a) and 53327(b) of the California Government Code.

Assessor Parcel No(s):
XXXX-XXX-XX-XXXX - ##.## Acres

PROPERTY OWNER NAME
BY: _____
NAME: _____



AN RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

Exhibit B

Certificate of City Clerk As the Results of the Canvass of the Election Results

I, Miranda Cordova, City Clerk of the City of Lindsay, do hereby certify that I have examined the returns of the Special Tax Election for Community Facilities District No. 2026-1 (Services) of the City of Lindsay (the "City"). The election was held in the City Council Chambers at 251 E. Honolulu St., Lindsay, California, on July 21, 2026. I caused to be delivered ballots to each qualified elector. 1 (one) ballots were returned.

I further certify that the results of said election and the number of votes cast for and against Propositions A and B are as follows:

PROPOSITION A

YES: 27

NO: 0

TOTAL: 27

PROPOSITION B

YES: 27

NO: 0

TOTAL: 27

Dated this 21st day of July 2026


Miranda Cordova, City Clerk
City of Lindsay



AN RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

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

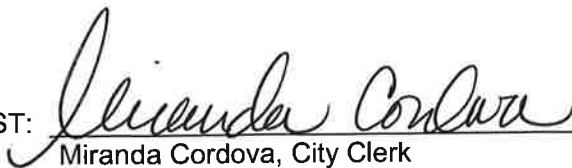
MEETING DATE	July 21, 2026
MOTION	Soria
SECOND MOTION	Nave
AYES	Flores, villarreal, Soria, Nave, & Sanchez
ABSENT	
ABSTAIN	
NAYS	

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


Misty Villarreal, Mayor

CERTIFICATE OF ATTESTING OFFICER

The undersigned, Miranda Cordova, City Clerk of the City of Lindsay does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of the City of Lindsay which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date thereof.

ATTEST: 
Miranda Cordova, City Clerk



LINDSAY CITY COUNCIL REGULAR MEETING MINUTES

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

Tuesday, July 21, 2026
6:00 p.m. – Regular Meeting

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

STAFF PRESENT: City Manager Kuyler Crocker, City Attorney Megan Crouch, City Clerk/ Human Resource Manager Miranda Cordova, Director of Public Safety Nicholas Nave, Director of Finance Soledad Ruiz-Nunez, Director of Parks & Recreation Services Armando da Silva, Director of Public Works Dario Dominguez, Executive Assistant/ Deputy City Clerk Dalee Chang, City Services Manager/Inspector Joseph Avina, City Services Maintenance Supervisor Marshall Chairez and Recreation Coordinator Gustavo Arredondo.

1. CALL TO ORDER

Mayor Villarreal called to order the regular meeting of the Lindsay City Council at 6:00 p.m. in the Council Chamber located at 251 E. Honolulu St.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Villarreal.

3. ROLL CALL

Council Present: Mayor Villarreal
Mayor Pro Tem Soria
Councilmember Nave
Councilmember Flores
Councilmember Sanchez

4. EXECUTIVE (CLOSED) SESSION – At 6:01 P.M.

4.1 Conference with Labor Negotiators

Pursuant to Cal Gov. Code § 54957

Agency Designated Representative: City Manager (or other designated negotiator)

Employee Organization: Lindsay City Employees Association: Services Employees

International Union (SEIU), Mid-Management Group, Lindsay Professional Fire Fighters Association (LPFFA), and Lindsay Police Officers Association (LPOA).

4.2 Conference with Real Property Negotiations § 54956.8(c)

Property: 284 E Hermosa st & 112 S Gale Hill Ave

Agency: City of Lindsay

5. 6:32 P.M. RECONVENE FROM CLOSED SESSION

6. CLOSED SESSION REPORT

Council returned from closed session at 6:32pm with nothing to report.

7. APPROVAL OF AGENDA

It was motioned by Mayor Pro Tem Soria, seconded by Councilmember Nave, and unanimously approved 5-0.

At the direction of Mayor Villarreal, the Council elected to reorder the agenda. Instead of proceeding to Agenda Item #8 (Council Report), the Council moved ahead to Agenda Item #11.

11. RECOGNITIONS

11.1 Introduction and Oath of Office of Police Sergeant

Chief Nave introduced Andrew Martinez as the Police Sergeant. The City Clerk administered the Oath of Office. Mr. Martinez expressed his gratitude for returning to his position after a three-year absence. He stated he is excited to resume his duties and responsibilities. He reaffirmed his commitment to serving and assisting the citizens of the City of Lindsay.

8. COUNCIL REPORT

The Mayor and Council reported a slow month with upcoming August activities, highlighted recent Parks and Recreation events including fundraisers and the end of the Skimmers season, noted the start of football and cheer programs, thanked public safety departments for their support, acknowledged community feedback on parks and surveys, and reminded residents to stay hydrated and practice water safety.

9. PUBLIC COMMENT

The public comment period was opened. The following comments were received:

Anita Gustuson requested a formal explanation regarding Item 13.8.8, specifically addressing the outstanding balance of \$7.865 million on the refunding bonds. She also expressed appreciation for the transparency provided in Item 13.9 concerning the financial information and the FY 2024–25 budgets and asked that a brief explanation be provided for the budget variances, including the reasons for over- and under-budget amounts, for the benefit of the public. Additionally, she inquired about Routine Item 10 regarding the deteriorated property on Hermosa, requesting clarification on the planned future use of the site and the anticipated improvements, noting that work is expected to begin within six months. Ms. Gustuson stated that she also had a comment pertaining to an action item and public comment.

At the direction of Mayor Villarreal, the Council elected to reorder the agenda. Instead of proceeding to Agenda Item #10 (City Manager Report), the Council moved ahead to Agenda Item #12.

12. PROCLAMATIONS

12.1 Parks Make Life Better

10. CITY MANAGER REPORT

The City Manager reported ongoing discussions with prospective commercial and residential developers and noted renewed development interest in the community. Staff is preparing applications for several new grant opportunities, which will be presented to the Council as deadlines approach. He provided an update on the County Economic Development Corporation, citing continued staffing and financial challenges and noting that some cities have withdrawn; a fuller update will follow after the upcoming board meeting.

He thanked employees for attending a recent post-budget approval luncheon recognizing staff efforts. He also announced that the USDA California Rural Development Executive Director will visit Lindsay next week to tour past USDA-supported projects and explore opportunities for future grants and low-interest loans.

13. **CONSENT CALENDAR**

It was motion by Councilmember Nave, seconded by Mayor Pro Tem Soria, and unanimously carried to approve the items on the Consent Calendar as presented 5-0.

13.1 Waive the Reading of Ordinance and Approve by Title Only.

Action & Recommendation: Approve the reading by title only of all ordinances and that further reading of such ordinances be waived.

Submitted by: Miranda Cordova, City Clerk

13.2 Police & Fire Division Highlights for June 15, 2026 Through July 12, 2026.

Action & Recommendation: Approved as submitted.

Submitted by: Nicholas Nave, Director of Public Safety

13.3 Minutes of the Regular of June 23, 2026.

Action & Recommendation: Approved as submitted.

Submitted by: Miranda Cordova, City Clerk

13.4 Warrant List for June 15, 2026 Through July 10, 2026.

Action & Recommendation: Accept the Warrant List for transaction dated June 15, 2026, through July 10, 2026.

Submitted by: Soledad Ruiz-Nunez, Director of Finance

13.5 Monthly Treasurer's Report for June 2026

Action & Recommendation: Accept the June Treasurer's Report as presented.

Submitted by: Soledad Ruiz-Nunez, Director of Finance

13.6 Approval of Resolution 26-37 for Authorization to submit a claim to Tulare County Association of Governments for STBG Funds

Action & Recommendation: Consider the Approval of Resolution Number 26-37 authorizing the City of Lindsay to submit a claim through Tulare County Association of Governments (TCAG) to receive Surface Transportation Block Grant (STBG) funds.

Submitted by: Dario Dominguez, Director of Public Works

13.7 Consider Approval of Resolution No. 26-38 Authorizing the City Manager to Execute a Supplemental Agreement with the Tulare County Association of Governments (TCAG) for Funding the 2023 Road Improvements Project.

Action & Recommendation: Staff recommends council adopt Resolution 26-38; Authorizing the City Manager to Execute a Supplemental Agreement with the Tulare County Association of Governments (TCAG) for Measure R funding for the 2023 Road Improvements* project.

Submitted by: Dario Dominguez, Director of Public Works

13.8 Pledged Tax Revenues in Accordance with the Bond Covenants of the Lindsay Successor Agency

Action & Recommendation: Approve written certification of pledged tax revenues in accordance with the bond covenants of the Successor Agency to the Lindsay Redevelopment Agency Tax Allocation Refunding Bonds, issue of 2015.

Submitted by: Soledad Ruiz-Nunez, Director of Finance

13.9 Fiscal Year 2024-2025 Budget Amendment

Action & Recommendation: Consider the Approval of Resolution 26-33 amending the Budget for Fiscal Year 2024-2025 for the City of Lindsay.

Submitted by: Soledad Ruiz-Nunez, Director of Finance

13.10 Sale of Surplus Property Listing and Negotiated Purchase Terms – 284 E. Hermosa Street (APN 205-261-014)

Action & Recommendation: Staff recommends that the City Council approve the sale of the status of the surplus property listed at 284 E. Hermosa Street.

Submitted by: Kuyler Crocker, City Manager

13.11 Approve Addendum No. 1 to the Engineering Services Agreement with Precision Civil Engineering, INC

Action & Recommendation: Approve Addendum No. 1 to the Engineering Services Agreement with Precision Civil Engineering, INC.

Submitted by: Dario Dominguez, Director of Public Works

13.12 Authorization to Join the California Association of Joint Powers Authorities (CAJPA) Tort Reform Coalition

Action & Recommendation: Staff recommends that the City Council authorize the City of Lindsay to formally join the California Association of Joint Powers Authorities (CAJPA) Tort Reform Coalition by signing onto its Letter of Support advocating for comprehensive tort reform for public entities.

Submitted by: Kuyler Crocker, City Manager

13.13 Letter of Opposition to AB 1383 (McKinnor) – Public Employees' Retirement Benefits

Action & Recommendation: Staff recommends that the City Council approve the Letter of Opposition to Assembly Bill 1383 (McKinnor) and direct staff to transmit the finalized correspondence to the appropriate legislative offices and committees.

Submitted by: Kuyler Crocker, City Manager

14. DEPARTMENT HEAD REPORT

14.1 City Clerk & Human Resource – Miranda Cordova, City Clerk & Human Resource Manager

Miranda Cordova reported recent personnel activity, including retirements, seasonal hires, upcoming hires, promotions, terminations, and one 33-year retirement. Current staffing totals 78 employees. Staff highlighted the recent employee appreciation luncheon and ongoing employee recognitions. An update was provided on the website redesign and new accessibility features. Public records requests have increased, with 77 received since March. Upcoming staff trainings are scheduled for the website transition, new finance software, and the CNC Institute Clerk Series 200 program.

15. ACTION ITEMS

15.1 Awarding the Contract for Pool Deck Renovation Project

Action & Recommendation: Staff recommends council adopt Resolution 26-32; awarding the contract for the Pool Deck Renovation to Sun Pointe Services LLC, in the amount of \$663,832.00, and provide a \$66,383.20 (approximately 10%) contingency to deal with any unforeseen issues that might arise during construction for a total encumbrance of \$730,215.20.

Submitted by: Armando da Silva, Director of Parks and Recreation Services

Public Comment: The public comment period was opened. The following comments were received:

Anita Gustuson commented on the pool renovation project and asked whether a maintenance plan is in place to address ongoing pigeon issues, noting the unsanitary conditions. She also requested consideration of updating the outdoor pool showers to ensure the facility remains well maintained and provides a good experience for students.

Council Action: Mayor Pro Tem Soria moved to approve Agenda Item 15.1 adopting Resolution 26-32, awarding the Pool Deck Renovation contract to Sun Pointe Services LLC in the amount of \$663,832.00, with an additional 10% contingency of \$66,383.20 for unforeseen construction issues, for a total encumbrance of \$730,215.20. The motion was seconded by Councilmember Nave and unanimously approved 5-0.

15.2 Awarding the Contract for the Well 11 Perchlorate and Nitrate Treatment Project

Action & Recommendation: Staff recommend Council (1.) adopt Resolution 26-36, awarding the contract for the Well 11 Perchlorate and Nitrate Treatment Project to Hartzell General Engineering Contractor, Inc. (Hartzell) in the amount of \$7,473,000.00 and provide a \$1,494,600 (approximately 20%) contingency to deal with any unforeseen issues that might arise during construction for a total encumbrance of \$8,967,600, (2.) Staff further recommends that the City Manager and / or his designee be authorized to execute the Agreement.

Submitted by: Dario Dominguez, Director of Public Works

Public Comment: The public comment period was opened. The following comments were received:

Anita Gustuson stated that, based on the staff report, the project appears to be funded through grants and asked what happened to the \$6.5 million settlement funds, specifically whether those funds were allocated to the City's general fund. She indicated she had additional questions related to the funding.

Council Action: Councilmember Nave moved to approve Agenda Item 15.2 adopting Resolution 26-36, awarding the contract for the Well 11 Perchlorate and Nitrate Treatment Project to Hartzell General Engineering Contractor, Inc. in the amount of \$7,473,000.00, with a 20% contingency of \$1,494,600 for unforeseen construction issues, for a total encumbrance of \$8,967,600. Staff further recommended authorizing the City Manager and/or his designee to execute the Agreement. The motion was seconded by Mayor Pro Tem Soria and unanimously approved 5-0.

16. PUBLIC HEARING

16.1 Public Hearing on the Formation of Community Facilities District No 2026-1 to provide Services

Action & Recommendation: Staff recommends the Honorable City Council: (1.) Open and conduct the public hearing for the purpose of receiving public testimony and property owner protests regarding the formation of the proposed CFD 2026-1 for Services; (2.) Close the public hearing; (3.) Adopt Resolution No. 26-34 forming Community Facilities District No. 2026-1 of the City of Lindsay (Services) (CFD 2026-1), authorizing the levy of special taxes therein, and calling an election; (4.) Tabulate the ballots for the Formation of Community Facilities District No. 2026-1; (5.) Adopt Resolution No. 26-35, certifying the results of a special election in the Community Facilities District No. 2026-1 of the City of Lindsay (Services) ("CFD 2026-1"); (6.) Introduce Ordinance No. 705 for adoption and first reading.

Submitted by: Dario Dominguez, Director of Public Works

Public Comment: The public comment period was opened. The following comments were received:

Anita Gustuson sought clarification that the proposed action does not involve a citywide formation, stating her understanding that it applies only to the single housing project designated as the new development.

Council Action: A public hearing was opened to receive testimony and property owner protests regarding the proposed formation of Community Facilities District No. 2026-1 (Services). After receiving comments, the public hearing was closed.

Mayor Pro Tem Soria moved to adopt Resolution No. 26-34 forming CFD 2026-1, authorizing the levy of special taxes, and calling an election. The motion was seconded by Councilmember Nave and unanimously approved 5-0.

Ballots for the special election were then tabulated. Mayor Pro Tem Soria moved to adopt Resolution No. 26-35 certifying the results of the special election for CFD 2026-1. The motion was seconded by Councilmember Nave and unanimously approved 5-0.

Ordinance No. 705 was introduced for first reading.

16.2 Public Hearing and Adoption of Resolution No. 26-29 Confirming the Fiscal Year 2026-2027 Landscaping and Lighting Assessment District Assessments

Action & Recommendation: Conduct Public Hearing & Consider the Approval of Resolution 26-29 Ordering the Continued Maintenance of Landscaping and Lighting Maintenance Districts and Confirming the Engineer's Report and Assessment for the 2026-2027 Fiscal Year

Submitted by: Dario Dominguez, Director of Public Works

Public Comment: The public comment period was opened. The following comments were received:

Valentin Gutierrez a resident of the Sierra Vista Estates neighborhood, spoke in opposition to the proposed \$7.93 assessment increase. He stated the district is already in a \$5,000 deficit and that landscape maintenance is not being performed as required. He reported unpruned and damaged trees, dead vegetation, and persistent weeds, noting that maintenance crews rarely inspect the area. He expressed concern that the neighborhood pays nearly \$7,000 annually for a small landscape area and is not receiving adequate service. Mr. Gutierrez requested that the council reject the proposed increase and select a more effective maintenance provider.

Eddie Alcantar expressed concern regarding the proposed assessment increase of approximately \$7 to \$8, noting it represents nearly a 23% rise. He stated that the landscape maintenance in Sierra Vista States is insufficient, citing an overturned tree that has remained an unmanaged bush for months. He questioned who is monitoring the maintenance contractor and suggested more consistent oversight. Mr. Alcantar also asked whether residents have the option to vote to dissolve the district if services do not improve. He noted that while some properties benefit more from the maintained areas, the entire neighborhood shares the cost. He requested greater accountability and consideration of alternatives.

Ignacio Yanez stated that residents are not seeing the landscape improvements they are paying for and that maintaining the current level of service is not acceptable. He noted that the district's funds are allocated for work that is not being completed, leaving residents feeling they are paying for little to no benefit. He also shared that, when purchasing homes in 2013, residents were not aware of the additional assessment. Mr. Yanez urged the council not to approve the proposed increase, stating it would feel unjust given the lack of visible maintenance. He emphasized that all residents on the street share these concerns and requested that the city address the service deficiencies before considering any fee increase.

Council Action: Councilmember Nave moved to maintain the current rates for all eight districts and not implement any increase. The motion was seconded by Councilmember Flores and approved unanimously, 5–0.

17. REQUEST FOR FUTURE ITEMS

A councilmember requested that the City consider regulations for motorized scooters. It was noted that both children and adults frequently operate scooters at high speeds, fail to stop at stop signs, and engage in unsafe maneuvers. Concerns were raised regarding safety risks and the need for parents and guardians to monitor children's use of motorized scooters. The councilmember expressed support for bringing this issue forward for future discussion.

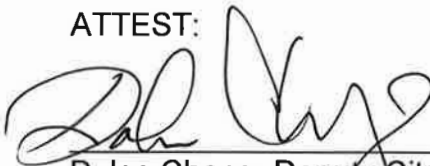
18. ADJOURNMENT

The regular meeting was adjourned at 8:21pm.

Approved by Council: August 11, 2026


Misty Villarreal, Mayor

ATTEST:


Dalee Chang, Deputy City Clerk

The next Regular Meeting of the Lindsay City Council is scheduled to be held on August 25, 2026.



Community Facilities District Report



City of Lindsay

Community Facilities District No. 2026-1

(Services)

Prepared for:



July 2026

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Appendix A.	Rate and Method of Apportionment
Appendix B.	Boundary Map & Future Annexation Area Boundary Map

1. Introduction

AGENCY: CITY OF LINDSAY

PROJECT: COMMUNITY FACILITIES DISTRICT NO. 2026-1 (SERVICES)

TO: CITY COUNCIL
CITY OF LINDSAY
TULARE COUNTY
STATE OF CALIFORNIA

Whereas, the City Council of the CITY OF LINDSAY, TULARE COUNTY, CALIFORNIA (hereinafter referred to as the “City Council”), did, pursuant to the provisions of the “Mello-Roos Community Facilities Act of 1982”, being chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, and specifically Section 53321.5 thereof, (the “Act”) expressly order the filing of a written Public Report (the “Report”) for a proposed Community Facilities District No. 2026-1 of the City of Lindsay. This Community Facilities District shall be referred to as COMMUNITY FACILITIES DISTRICT NO. 2026-1 (SERVICES) OF THE CITY OF LINDSAY (hereinafter referred to as the “District” and “CFD No. 2026-1”); and,

Whereas, on June 9, 2026, the City Council adopted Resolution No. 26-19 (the “Resolution”), and the Resolution ordering said Report, did direct that said Report generally contain the following:

- A brief description of the services to be financed by Community Facilities District No. 2026-1;
- An estimate setting forth costs of providing such services;

NOW, THEREFORE, the undersigned, authorized representative of Webb Municipal Finance, LLC, the appointed Special Tax Consultant and responsible officer or person directed to prepare the Report, pursuant to the provisions of the Act, does hereby submit the following data:

2. Description of Services

Pursuant to Section 53313 of the Act, the proceeds of any Special Tax levied and collected by CFD No. 2026-1 may be used only to pay for the cost of providing services, and incidental expenses. As defined by the Act, incidental expenses include, but are not limited to, the annual cost associated with determination of the amount of Special Taxes, collection of Special Taxes, payment of Special Taxes, or costs otherwise incurred in order to carry out the authorized purposes of the District.

A general description of the estimated proposed services and incidental expenses for the District is as follows (actual costs of services may change and are eligible to be funded in their entirety):

City of Lindsay Services

The types of Services that are proposed to be funded with the proceeds of special taxes levied by CFD No. 2026-1 consist of services permitted to be financed under the Mello-Roos Community Facilities Act of 1982, as amended, including, without limitation maintenance of parks, parkways, park lighting, sidewalks, signage, landscaping in public areas, easements or right of way and open space, flood and storm protection services, the operation of storm drainage systems, maintenance of streets and roadways, traffic signals and street lighting, graffiti and debris removal from public improvements, public safety services including but not limited to police, fire protection, fire suppression, and code enforcement. All of the services financed must be provided within the boundaries of or for the benefit of CFD No. 2026-1.

Administrative Expenses

The administrative expenses to be paid from the Special Tax include but are not limited to, the cost of computing of the amount of Special Taxes to be levied and preparing the Annual Special Tax collection schedule, the costs of collecting the Special Tax, annual reporting requirements associated with applicable federal and state laws and of the Act; the costs associated with responding to public inquiries regarding Special Taxes; the costs associated with the City's annual administration fees and otherwise incurred in order to carry out the authorized purposes of CFD No. 2026-1.

Based upon the preceding, it is my opinion that the services being funded are those that are necessary to meet certain increased demands placed upon the CITY OF LINDSAY, as a result of development and/or rehabilitation occurring within the boundaries of the District.

DATED: July 21, 2026

WEBB MUNICIPAL FINANCE, LLC

By: Heidi Schoeppe
SPECIAL TAX CONSULTANT FOR
CITY OF LINDSAY
TULARE COUNTY
STATE OF CALIFORNIA

3. Cost Estimate

1. The initial cost estimate, including administrative expenses, to be funded through the Special Tax levied and collected for CFD 2026-1 is estimated to be approximately \$134,332 based upon current dollars (Fiscal Year 2026-27).

This initial annual cost estimate is also based on the estimated cost per acre of Non-Residential Property – as defined in the Rate and Method of Apportionment. As property is annexed to CFD No. 2026-1, it is expected that the annual cost of providing services will increase proportionately based on the number Units/Acres which will be included in the annexed property. The annual cost of providing such services will also increase by (i) the percentage change in the Consumer Price Index for the Calendar Year ending in April, or (ii) three percent (3%), as determined by the City.

2. Pursuant to Section 53340 of the Act, the proceeds of any special tax levied and collected by CFD 2026-1 may be used only to pay for the cost of the services and incidental expenses. As defined by the Act, incidental expenses include, but are not limited to, the annual costs associated with determination of the amount of special taxes, collection of special taxes, payment of special taxes, or costs otherwise incurred in order to carry out the authorized purposes of the District. The incidental expenses associated with the annual administration of CFD 2026-1 are estimated to be \$17,500. However, it is anticipated that the incidental expenses will vary due to inflation and other factors that may not be foreseen today, and the actual incidental expenses may exceed these amounts accordingly.

DATED: July 21, 2026

WEBB MUNICIPAL FINANCE, LLC

By: _____

Heidi Schaepe

SPECIAL TAX CONSULTANT FOR
CITY OF LINDSAY
TULARE COUNTY
STATE OF CALIFORNIA

4. Proposed Development

1. The boundaries of CFD No. 2026-1 Tax Zone 1 are those properties and parcels where services are authorized to be provided and upon which special taxes may be levied in order to pay for the costs and expenses of said services. A general description of the area within the boundaries of CFD No. 2026-1 is shown on the “Proposed Boundary Map” attached as hereto as Appendix B.
2. Additional properties that are within the boundaries of the annexation map may annex into CFD No. 2026-1 subsequent to formation of CFD No. 2026-1. The owner of the property to be annexed shall submit a written consent for said annexation to CFD No. 2026-1 and the Council, acting ex-officio as the legislative body of CFD No. 2026-1, shall call a special election as to the imposition of the special tax on said property as required by law. A general description of the boundaries of the territory within which any property may annex to CFD No. 2026-1 and shown on that certain map entitled “Boundaries – Potential Annexation Area of Community Facilities District No. 2026-1 (Services) of the City of Lindsay, County of Tulare, State of California,” is attached.

The “Proposed Boundary Map” and “Boundaries – Potential Annexation Area Map” for CFD No. 2026-1 are attached hereto as Appendix B.

5. Rate and Method of Apportionment

1. The Rate and Method of Apportionment allows each property owner within the proposed District to estimate the annual amount that would be required for payment. The Rate and Method of Apportionment of the Special Tax for the District, established pursuant to these proceedings, is attached hereto as Appendix A (the "Rate and Method of Apportionment"). The Special Tax will be collected in the same manner and at the same time as ad valorem property taxes and subject to the same penalties and provisions; however, the Special Tax may be collected at a different time or in a different manner if necessary for CFD No. 2026-1 to meet its financial obligations and may foreclose on delinquent parcels as permitted by the Act.
2. All of the property located within CFD 2026-1, unless exempted by law or by the Rate and Method proposed for CFD 2026-1, shall be taxed for the purpose of providing necessary services to serve the District. The Boundary Map for CFD 2026-1 is attached hereto as Appendix B. Pursuant to Section 53325.3 of the Act, the tax imposed "is a special tax and not a special assessment, and there is no requirement that the tax be apportioned on the basis of benefit to any property." The special tax may be based on the benefit received by property, the cost of making authorized services available or other reasonable basis as determined by the City Council, although the special tax may not be apportioned on an ad valorem basis pursuant to Article XIII A of the California Constitution.
3. For particulars as to the Rate and Method for CFD 2026-1, see the attached and incorporated Appendix A.

It is my opinion that the Rate and Method, as described above and set forth in Appendix A is fair and reasonable.

This Report has been prepared and consolidated by the Special Tax Consultant, Webb Municipal Finance, LLC, and is herewith submitted to the City Council pursuant to the applicable provisions of the Mello-Roos Community Facilities Act of 1982.

DATED: July 21, 2026

WEBBMUNICIPAL FINANCE, LLC

By: Heidi Schaeppel
SPECIAL TAX CONSULTANT FOR
CITY OF LINDSAY
TULARE COUNTY
STATE OF CALIFORNIA

APPENDIX A

Rate and Method of Apportionment



**RATE AND METHOD OF APPORTIONMENT FOR
COMMUNITY FACILITIES DISTRICT NO. 2026-1 (SERVICES)
OF THE CITY OF LINDSAY**

The following sets forth the Rate and Method of Apportionment for the levy and collection of a Special Tax of Community Facilities District No. 2026-1 (Services) of the City of Lindsay ("CFD No. 2026-1"). A Special Tax shall be levied on and collected in CFD No. 2026-1 each Fiscal Year, in an amount determined through the application of the Rate and Method of Apportionment described below. All real property within CFD No. 2026-1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

**SECTION A
DEFINITIONS**

The terms hereinafter set forth have the following meanings:

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on the Assessor's Parcel Map, the land area as shown on the applicable Final Map, or if the land area is not shown on the applicable Final Map, the land area shall be calculated by the Administrator or City Engineer.

"Act" means the Mello-Roos Community Facilities Act of 1982 as amended, being Chapter 2.5 of Part 1, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means all actual or reasonably estimated costs and expenses of the District that are chargeable or allocable to carry out its duties as the administrator as allowed by the Act, which shall include without limitation the following actual or reasonably estimated costs related to the administration of CFD No. 2026-1: the costs of computing the Special Tax and preparing the annual Special Tax collection schedule (whether by the City, designee thereof, or both); the costs of collecting the Special Tax (whether by the City or otherwise); the costs to the City, CFD No. 2026-1, or any designee thereof complying with City or major property owner disclosure requirements associated with applicable federal and state securities laws and of the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Tax; and the costs associated with the City's annual administration fees, and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2026-1 for any other administrative purposes, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure, or otherwise addressing the disposition of delinquent Special Taxes.

"Administrator" means an official of the City, or designee thereof, responsible for, among other things, determining the annual amount of the levy and collection of the Special Tax.

"Affordable Housing Unit" means a Dwelling Unit that is (1) affordable to persons and families of very low, low or moderate income as provided in California Health and Safety Code

Sections 50052.5 and 50053 (or their successor statutes), adjusted for household size and income level, less the appropriate allowance for utilities; and (2) subject to a recorded affordability agreement approved by the City imposing the affordability restrictions for periods of fifty-five (55) years or more on “for rent” units and forty-five (45) years or more on “for sale” units.

“Annual Special Tax” means for each Assessor’s Parcel, the Special Tax actually levied in a given Fiscal Year on any Assessor’s Parcel.

“Approved Property” means all Assessor’s Parcels of Taxable Property: (i) that are included in a Final Map that was recorded prior to the January 1st preceding the Fiscal Year in which the Special Tax is to be levied, and (ii) that have not been issued a building permit on or before March 1st preceding the Fiscal Year in which the Special Tax are to be levied.

“Assessor’s Parcel” means a lot or parcel of land designated on an Assessor’s Parcel Map with an assigned Assessor’s Parcel Number within the boundaries of CFD No. 2026-1.

“Assessor’s Parcel Map” means an official map of the Assessor of the County designating parcels by Assessor’s Parcel Number.

“Assessor’s Parcel Number” means that number assigned to a lot or parcel of land by the County Assessor for purposes of identification.

“Boundary Map” means a recorded map of the CFD No. 2026-1 which indicates the boundaries of CFD No. 2026-1.

“Building Square Footage” or **“BSF”** means for an Assessor’s Parcel of Non-Residential Property, the square footage of covered and enclosed space within the perimeter of a commercial or other non-residential structure, not including any storage areas incidental to the principal use of the structure, garages, parking structures, unenclosed walkways, utility or disposal areas; in each case to be determined by reference to the building permit application for such Assessor’s Parcel and subject to verification by the City.

“Business Park Property” means Assessor’s Parcels for which the permitted uses include employee-intensive uses, including research and development, technology centers, corporate offices, clean industry, self-storage facilities and supporting retail uses, as determined by the Administrator.

“Calendar Year” means the period commencing January 1 of any year and ending the following December 31.

“CFD No. 2026-1” or **“CFD”** means Community Facilities District No. 2026-1 of the City of Lindsay established by the City under the Act.

“City” means the City of Lindsay, or its designee.

“City Council” means the City Council of the City of Lindsay, acting as the legislative body of CFD No. 2026-1, or its designee.

“City Services” means the services permitted under the Act and the formation proceedings with respect to CFD No. 2026-1 including, but not limited to, services to be funded, in whole or in part, by the community facilities district (the "District") include all direct and incidental costs related to providing for the maintenance of public infrastructure within the area of the District, the future voluntary annexation area, and areas adjacent to or in the vicinity of such areas or of general benefit to the District. More specifically, the services may include, but not be limited to: (i) police and related services of the City of Lindsay required to sustain the public safety service delivery capability for emergency and non-emergency services including related facilities, equipment, vehicles, services, supplies and personnel; (ii) maintenance and lighting of parks, parkways, streets, roads and open space; (iii) flood and storm protection services; as well as the provision of other public services authorized to be funded under Section 53313 of the California Government Code. The District may fund any of the following related to the services described in the preceding sentence: obtaining, constructing, furnishing, operating and maintaining equipment, apparatus or facilities related to providing the services and/ or equipment, apparatus, facilities or fixtures in areas to be maintained, paying the salaries and benefits of personnel necessary or convenient to provide the services, payment of insurance costs and other related expenses and the provision of reserves for repairs and replacements and for the future provision of services. It is expected that the services will be provided by the City, either with its own employees or by contract with third parties, or any combination thereof.

“Commercial Retail Property” means all Assessor’s Parcels for which the permitted uses include local- and regional-serving retail and service, as determined by the Administrator.

“Commercial Other Property” means all Assessor’s Parcels for which the permitted uses include providing goods and services to meet the frequent shopping needs of people living nearby, typically within a one-half mile radius of residences served. Allowed uses include small grocery stores, cleaners, laundromats, drug stores, restaurants, small specialty stores, feed and tack, and other neighborhood convenience uses, tourist-related commercial including hotels, restaurants, conference and meeting facilities, theaters, museums, golf courses, and recreation/amusement activities, and office-related uses including financial, legal, medical, dental, real estate, insurance, and other office services. Typically applied to smaller commercial centers, as determined by the Administrator.

"Community Association Property" means all Assessor’s Parcels which, as of July 1st of the Fiscal Year in which the Special Taxes are to be levied, have been conveyed, dedicated to, or irrevocably offered for dedication to the Community Association, including any master or sub-association.

"Consumer Price Index" or “CPI” means the index published monthly by the U.S. Department of Labor, Bureau of Labor Statistics for all urban consumers in the Los Angeles-Long Beach-Anaheim area. In the event this index ceases to be published, the Consumer Price Index shall be another index as determined by the Administrator that is reasonably comparable to the Consumer Price Index for the Los Angeles-Long Beach-Anaheim area.

“County” means the County of Tulare.

“Developed Property” means all Assessor’s Parcels of Taxable Property: (i) are included in a Final Map that was recorded prior to January 1st preceding the Fiscal Year in which the Special Tax is to be levied, and (ii) a building permit was issued on or before March 1st preceding the Fiscal Year in which the Special Tax are to be levied.

“Dwelling Unit” means each separate residential dwelling unit that comprises an independent facility capable of conveyance or rental separate from adjacent residential dwelling units.

“Exempt Property” means all Assessor’s Parcels designated as being exempt from the Special Tax as provided for in Section G.

“Final Map” means a subdivision of property by recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or recordation of a condominium plan pursuant to California Civil Code 4285 that creates individual lots for which building permits may be issued without further subdivision.

“Fiscal Year” means the period commencing July 1 of any year and ending the following June 30.

“Heavy Industrial Property” means Assessor’s Parcels for which permitted uses include more intense industrial activities, such as manufacturing, materials processing, and any related industrial activities that generate significant impacts such as excessive noise, dust, and other nuisances, as determined by the Administrator.

“Land Use Type” means Multifamily Residential Property, Single-Family Residential Property, Commercial Retail Property, Commercial Other Property, Business Park Property, Light Industrial Property, Heavy Industrial Property or Other Non-Residential Property as assigned in Section B and Table 1.

“Light Industrial Property” means Assessor’s Parcels for which permitted uses include industrial, service-commercial, and related uses including warehousing/ distribution, research and development, assembly and light manufacturing, repair facilities, and supporting retail uses, as determined by the Administrator.

“Lot” means an individual legal lot or condominium unit created by a Final Map for which a building permit could be issued.

“Maximum Special Tax” means for each Assessor’s Parcel of Taxable Property, the maximum Special Tax, determined in accordance with Section C that can be levied in any given Fiscal Year on such Assessor’s Parcel.

“Multifamily Residential Property” means all Assessor’s Parcels of Developed Property for which a building permit has been issued for the purpose of constructing a building or buildings comprised of attached Dwelling Units available for rental by the general public, not for sale to an end user, and under common management, as determined by the Administrator.

“Non-Residential Property” means all Assessor’s Parcels of Developed Property for which a building permit was issued for any type of non-residential use.

“Proportionately” means that the ratio of the Special Tax levy to the applicable Maximum Special Tax is equal for all applicable Assessor’s Parcels. In case of Developed Property subject to the apportionment of the Special Tax under Section D, “Proportionately” means for Taxable Property that is: (i) Developed Property, that the ratio of the actual Special Tax or levy to the Maximum Special Tax levy is the same for all Parcels of Developed Property, and (ii) Approved Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Parcels of Approved Property.

“Public Property” means all Assessor’s Parcels which, as of July 1st of the Fiscal Year in which the Special Tax is being levied, are used for rights-of-way or any other purpose and is owned by, dedicated to, or irrevocably offered for dedication to the federal government, the State of California, the County, or any other local jurisdiction, provided, however, that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified according to its use.

“Residential Property” means all Assessor’s Parcels of Developed Property for which a building permit has been issued for purposes of constructing one or more residential dwelling units.

“Single-Family Residential Property” means all Assessor’s Parcels of Developed Property for which a building permit has been issued for purposes of constructing one or more residential dwelling units, which is not Multifamily Residential Property, Multifamily Residential Property – Medium Density, or Multifamily Residential Property – High Density.

“Special Tax” means the special tax authorized to be levied on Taxable Property within CFD No. 2026-1 pursuant to the Act to fund the Special Tax Requirement.

“Special Tax Requirement” means, subject to the Maximum Special Tax, the amount to be collected in any Fiscal Year to pay for the city services as otherwise required to meet the needs of CFD No. 2026-1. The costs include the costs for (i) the services, and (ii) Administrative Expenses.

“Taxable Property” means all Assessor’s Parcels within CFD No. 2026-1, which are not Exempt Property.

“Taxable Unit” means a Dwelling Unit, Building Square Footage, or an Acre, as determined by the Administrator.

“Tax Zone” means a mutually exclusive geographic area, within which the Special Tax may be levied. Appendix A identifies the Tax Zone in CFD No. 2026-1 at formation; additional Tax Zones may be created when property is annexed into the CFD.

“Tax Zone 1” means the specific geographic area identified on the CFD Boundary Map as Tax Zone 1.

“Undeveloped Property” means all Assessor’s Parcels of Taxable Property which are not Developed Property or Approved Property.

SECTION B CLASSIFICATION OF ASSESSOR’S PARCELS

Each Fiscal Year, beginning with Fiscal Year 2026-2027, each Assessor’s Parcel within CFD No. 2026-1 shall be classified as Taxable Property or Exempt Property. In addition, each Assessor’s Parcel of Taxable Property shall be further classified as Developed Property, Approved Property, or Undeveloped Property. In addition, each Assessor’s Parcel of Taxable Property shall further be classified as one of the Land Use Types.

SECTION C MAXIMUM SPECIAL TAX

For purposes of determining the applicable Maximum Special Tax for Assessor’s Parcels of Developed Property and Approved Property which are classified as Residential Property, all such Assessor’s Parcels shall be assigned the number of Dwelling Unit(s) constructed or to be constructed thereon as specified in or shown on the Building Permit(s) issued or Final Map as determined by the Administrator. For Parcels of Undeveloped Property zoned for development of single family attached or multifamily units, the number of Dwelling Units shall be determined by referencing the condominium plan, apartment plan, site plan or other development plan, or by assigning the maximum allowable units permitted based on the underlying zoning for the Parcel. Once a single family attached or multifamily building or buildings have been built on an Assessor's Parcel, the Administrator shall determine the actual number of Dwelling Units contained within the building or buildings, and the Special Tax levied against the Parcel in the next Fiscal Year shall be calculated by multiplying the actual number of Dwelling Units by the Maximum Special Tax per Dwelling Unit identified for the Tax Zone in Table 1 below or as included in Appendix A as each Annexation occurs.

For purposes of determining the applicable Maximum Special Tax for Assessor’s Parcels of Developed Property and Approved Property which are classified as Non-Residential Property, all such Assessor’s Parcels shall be assigned the number of Building Square Footage or Acres as shown on the Final Map as determined by the Administrator. Once the Administrator determines the actual number of Building Square Footage or Acres for the Assessor’s Parcel, the Special Tax levied against the Parcel in the next Fiscal Year shall be calculated by multiplying the number of Building Square Footage or Acres by the Maximum Special Tax per Taxable Unit identified for the Tax Zone in Table 1 below or as included in Appendix A as each Annexation occurs.

1. Developed Property

Maximum Special Tax

The Maximum Special Tax for each Assessor's Parcel of Developed Property is shown in Table 1 and shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2026-1, the rate and method adopted for the annexed property shall reflect the Maximum Special Tax for the Tax Zone annexed and included in Appendix A. The Maximum Special Tax for Fiscal Year 2026-2027 within Tax Zone 1 is identified in Table 1 below:

**TABLE 1
MAXIMUM SPECIAL TAX
FOR DEVELOPED PROPERTY**

Tax Zone	Land Use Category	Maximum Special Tax
1	Single-Family Residential Property	\$946 per Dwelling Unit
1	Multifamily Residential Property	\$946 per Dwelling Unit

On each July 1, commencing July 1, 2027, the Maximum Special Tax for Developed Property for the prior Fiscal Year shall be increased by the greater of (i) the percentage change in the Consumer Price Index for the Calendar Year ending in April, or (ii) three percent (3%), as determined by the City.

2. Approved Property

The Maximum Special Tax for each Assessor's Parcel of Approved Property shown in Table 2 shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2026-1, the rate and method adopted for the annexed property shall reflect the Maximum Special Tax for the Tax Zone annexed and included in Appendix A. The Maximum Special Tax for Fiscal Year 2026-2027 within the Tax Zone is identified in Table 2 below:

**TABLE 2
MAXIMUM SPECIAL TAX
APPROVED PROPERTY**

Tax Zone	Land Use Category	Maximum Special Tax
1	Single-Family Residential Property	\$946 per Dwelling Unit
1	Multifamily Residential Property	\$946 per Dwelling Unit

On each July 1, commencing July 1, 2027 the Maximum Special Tax for Approved Property for the prior Fiscal Year shall be increased by the greater of (i) the percentage change in the Consumer Price Index for the Calendar Year ending in April, or (ii) three percent (3%), as determined by the City.

3. Undeveloped Property

No Special Tax shall be levied on Undeveloped Property.

SECTION D METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing Fiscal Year 2026-2027 and for each subsequent Fiscal Year, the City Council shall levy the Special Tax on all Taxable Property until the amount of the Special Tax equals the Special Tax Requirement in accordance with the following steps:

Step One: The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Special Tax as needed to satisfy the Special Tax Requirement.

Step Two: If additional moneys are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Approved Property, at up to 100% of the Maximum Special Tax applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement.

SECTION E PREPAYMENT OF SPECIAL TAX

The Special Tax cannot be prepaid.

SECTION F TERM OF SPECIAL TAX

The Special Tax shall be levied as long as needed to meet the Special Tax Requirement as determined at the sole discretion of the City Council.

SECTION G EXEMPT PROPERTY

The City shall classify as Exempt Property: (i) Assessor's Parcels defined as Public Property, (ii) Assessor's Parcels which are used as places of worship and are exempt from *ad valorem* property taxes because they are owned by a religious organization, (iii) Assessor's Parcels used exclusively by a Community's Association, (iv) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement, and (v) all Affordable Housing Units within Assessor's Parcels.

Tax-exempt status will be assigned by the Administrator in chronological order. If an Assessor's Parcel's classification is changed after the initial status is assigned, then its tax-exempt status will be revoked.

SECTION H APPEALS AND INTERPRETATIONS

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the Administrator not later than twelve (12) months after having paid the first installment of the Special Tax that is disputed. A representative(s) of CFD No. 2026-1 shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax and rule on the appeal. If the representative's decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, the representative shall take any of the following actions, in order of priority, to correct the error:

- (i) if possible, amend the Special Tax levy on the property owner's Assessor's Parcel(s) for the current Fiscal Year prior to the payment date;
- (ii) require CFD No. 2026-1 to reimburse the property owner for the amount of the overpayment to the extent of available CFD No. 2026-1 funds; or
- (iii) grant a credit against, eliminate or reduce the future Special Tax on the property owner's Assessor's Parcel(s) in the amount of the overpayment.

SECTION I MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that CFD No. 2026-1 may collect the Special Tax at a different time or in a different manner if necessary to meet its financial obligations.

SECTION J INTERPRETATIONS

The City Council may interpret this Rate and Method of Apportionment of Special Tax by ordinance or resolution for purposes of clarifying any vagueness or ambiguity. Any decision of the City Council shall be final and binding as to all persons.

SECTION K FUTURE ANNEXATIONS

It is anticipated that additional properties will be annexed to CFD No. 2026-1 from time to time. Pursuant to California Government Code section 53339 et seq., the rate and method adopted for the annexed property shall reflect the Maximum Special Tax rate at the then current year's Maximum Special Tax rate as set forth in Section C and Appendix A, as amended.

APPENDIX A

CITY OF LINDSAY COMMUNITY FACILITIES DISTRICT NO. 2026-1 (SERVICES)

MAXIMUM SPECIAL TAX ASSIGNED TO EACH TAX ZONE OF DEVELOPED PROPERTY

Tax Zone	Land Use Category	Maximum Special Tax
1	Single-Family Residential Property	\$946 per Dwelling Unit
1	Multifamily Residential Property	\$946 per Dwelling Unit

MAXIMUM SPECIAL TAX ASSIGNED TO EACH TAX ZONE OF APPROVED PROPERTY

Tax Zone	Land Use Category	Maximum Special Tax
1	Single-Family Residential Property	\$946 per Dwelling Unit
1	Multifamily Residential Property	\$946 per Dwelling Unit

ESCALATION OF MAXIMUM SPECIAL TAX

On each July 1, commencing July 1, 2027, the Maximum Special Tax for Developed and Approved Property for the prior Fiscal Year shall be increased by the greater of (i) the percentage change in the Consumer Price Index for the Calendar Year ending in April, or (ii) three percent (3%), as determined by the City.

APPENDIX B

Boundary Map & Future Annexation Area Boundary Map



BOUNDARIES - POTENTIAL ANNEXATION AREA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF THE POTENTIAL ANNEXATION AREA OF THE CITY OF LINDSAY COMMUNITY FACILITIES DISTRICT NO. 2026-1, TULARE COUNTY, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LINDSAY AT A REGULAR MEETING THEREOF, HELD ON THE 9th DAY OF June 20 26 BY ITS RESOLUTION NO. 26-19.

Liana A. Ordoñez
CITY CLERK
CITY OF LINDSAY

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LINDSAY THIS 10 DAY OF June, 2024.

Liana A. Ordoñez
CITY CLERK
CITY OF LINDSAY

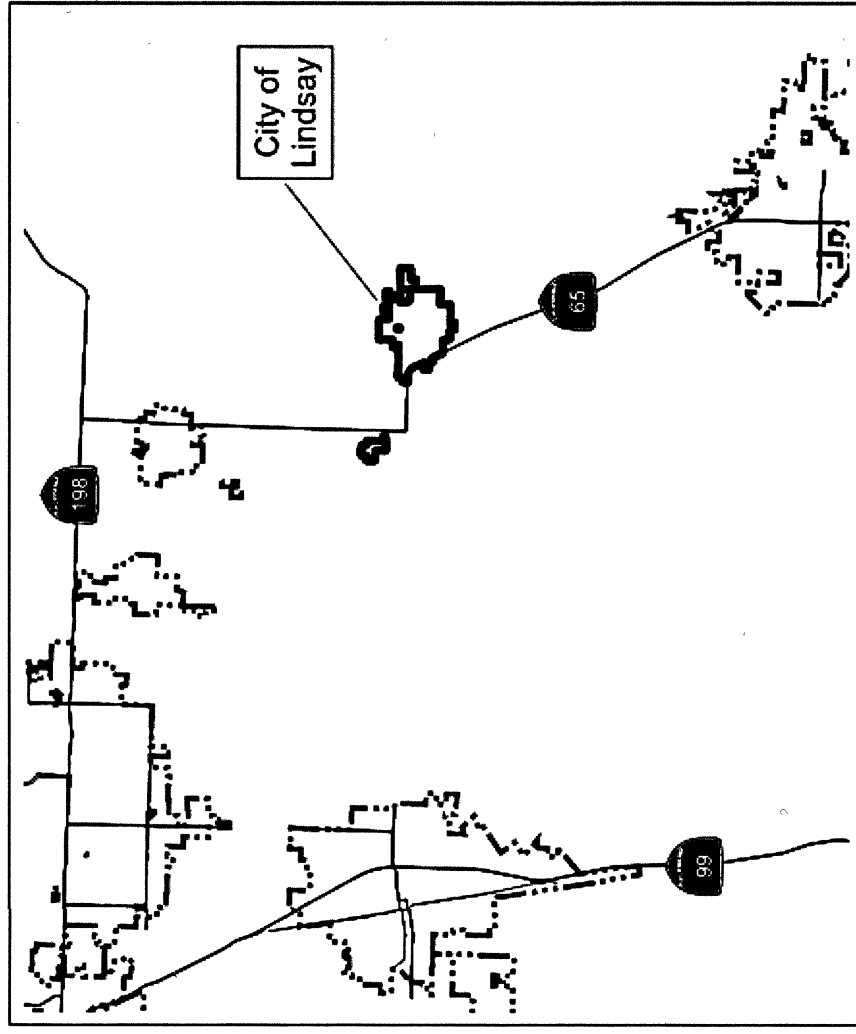
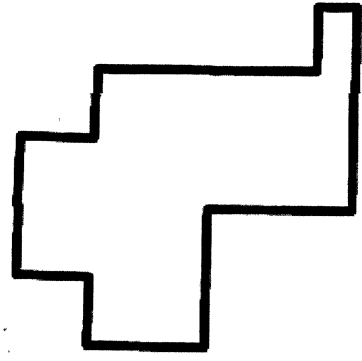
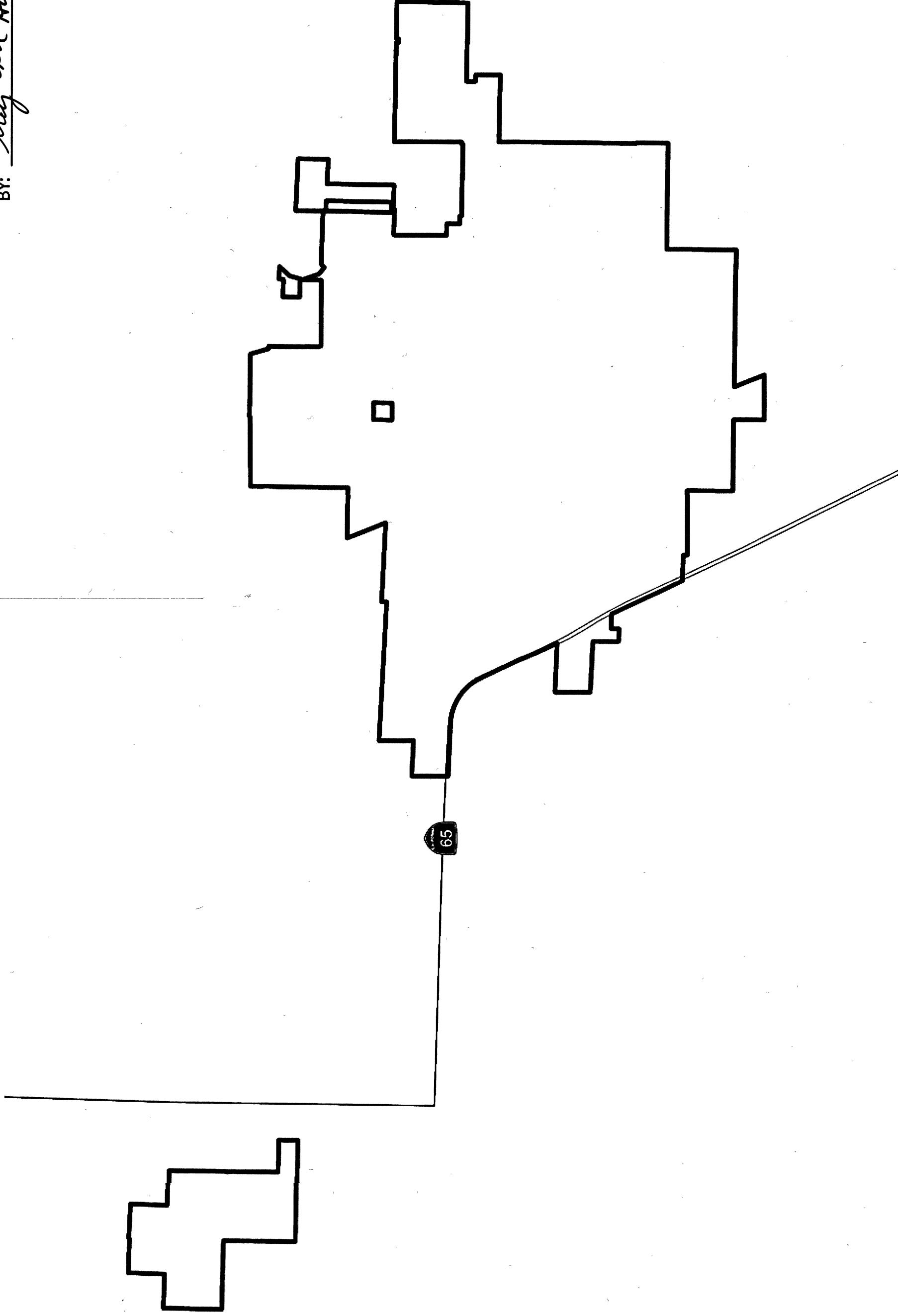
COMMUNITY FACILITIES DISTRICT NO. 2026-1
CITY OF LINDSAY
TULARE COUNTY
STATE OF CALIFORNIA

RECORDED THIS 25th DAY OF June 2024 AT THE HOUR OF 2:00 O'CLOCK P M IN BOOK 3, PAGE 12, OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER, IN TULARE COUNTY, STATE OF CALIFORNIA.

FEE: \$8- NO.: 2026-0030843

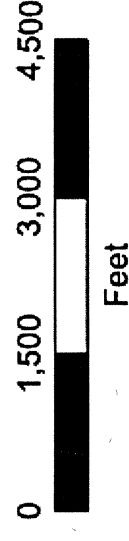
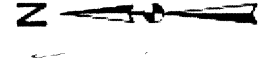
TARA K. FREITAS, CPA,
ASSESSOR, COUNTY CLERK, RECORDER

BY: *Mary Ann Hubbs* DEPUTY



LEGEND

- ANNEXATION AREA BOUNDARY
- TULARE COUNTY BOUNDARY



PROPOSED BOUNDARY OF
CITY OF LINDSAY
COMMUNITY FACILITIES DISTRICT NO. 2026-1
(MUNICIPAL SERVICES), TAX ZONE 1
TULARE COUNTY
STATE OF CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2026-1 (MUNICIPAL SERVICES), TAX ZONE 1 OF THE CITY OF LINDSAY, TULARE COUNTY, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY LINDSAY AT A REGULAR MEETING THEREOF, HELD ON THE 9th DAY OF June, 2026, BY ITS RESOLUTION NO. 26-19.

Miranda Cordova
CITY CLERK
CITY OF LINDSAY

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LINDSAY THIS 25 DAY OF JUNE, 2026.

Miranda Cordova
CITY CLERK
CITY OF LINDSAY

RECORDED THIS 25th DAY OF June, 2026 AT THE HOUR OF 2:33 O'CLOCK P.M. IN BOOK 3, PAGE 13 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER, IN TULARE COUNTY, STATE OF CALIFORNIA.

FEE: \$ 0 - NO.: 2026-0030849

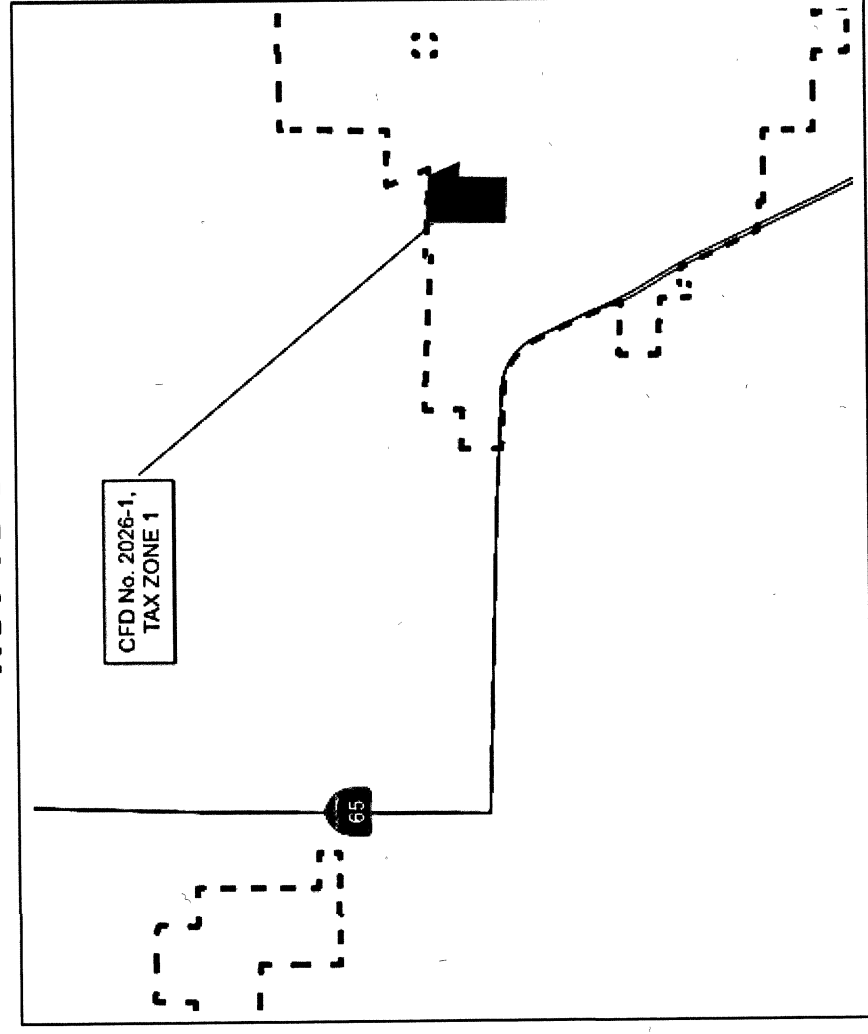
TARA K. FREITAS, CPA,
ASSESSOR, COUNTY CLERK, RECORDER

BY: May CMHella DEPUTY



- APN LIST**
- 199-050-073-000
 - 199-050-074-000
 - 201-170-013-000
 - 201-170-014-000
 - 201-180-018-000
 - 201-180-019-000
 - 201-180-020-000

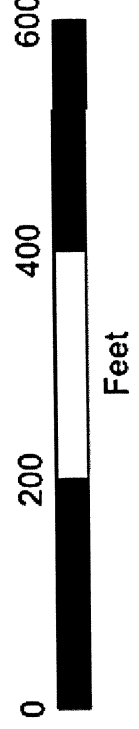
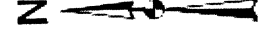
VICINITY MAP
NOT TO SCALE



LEGEND

- CFD BOUNDARY
- CITY OF LINDSAY
- PARCEL LINES

THIS BOUNDARY MAP CORRECTLY SHOWS THE BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT. PARCEL NUMBERS ARE TULARE COUNTY ASSESSOR'S PARCEL NUMBERS. FOR DETAILS CONCERNING THE LINES AND DIMENSIONS OF LOTS OR PARCELS REFER TO THE COUNTY ASSESSOR'S MAPS FOR FISCAL YEAR 2025-2026.





3750 McCray Street
Riverside, CA 92506
951.200.8600



www.webbmfinance.com



STAFF REPORT

TO: Lindsay City Council

MEETING DATE: August 25, 2026

Item #: 11.11
Consent

DEPARTMENT: Parks and Recreation

FROM: Armando da Silva, Director of Parks and Recreation Services

AGENDA TITLE: Authorizing a designated official to apply for and administer a San Joaquin Valley Air Pollution Control District Public Benefit Grant

ACTION & RECOMMENDATION

Staff recommends:

1. Council adopt Resolution 26-44 authorizing a designated official to apply for and administer a San Joaquin Valley Air Pollution Control District Public Benefit Grant, for four (4) new 2027 Cushman Hauler PRO's.
2. City Council authorize the City Manager to execute a contract with San Joaquin Valley Air Pollution Control District for the acceptance of a grant to purchase four (4) new 2027 Cushman Hauler PRO's;

BACKGROUND

The City of Lindsay has benefited from the San Joaquin Valley Air Pollution Control District's (SJVAPCD) Public Benefit Grants Program through the introduction of cleaner, more efficient electric equipment into the City's daily operations. The Public Benefit Grants Program was established to help public agencies throughout the San Joaquin Valley purchase alternative-fuel vehicles and equipment. The program provides financial incentives that allow local governments to replace conventional gasoline- and diesel-powered equipment with cleaner technologies, helping reduce vehicle emissions while also supporting more efficient municipal operations.

The district currently provides funding of up to \$20,000 per eligible alternative-fuel vehicle, with a maximum of \$100,000 per agency per year under its New Alternative Fuel Vehicle Purchase component. Eligible equipment can include all-electric utility and transport carts used by public agencies.

One of the most significant benefits to the City of Lindsay has been the ability to utilize grant funding to purchase electric carts for municipal operations. The City's parks, recreation, and utilities operations have used the electric carts to assist staff with maintenance activities and meter reading. City personnel routinely travel throughout City facilities to perform inspections, collect materials, transport tools and equipment, and complete general maintenance assignments.

Electric carts provide staff with an appropriately sized vehicle for these short-distance, low-speed activities. Rather than using larger gasoline-powered vehicles for routine trips within municipal facilities, employees can utilize electric equipment specifically suited to the task.

This has provided several operational benefits, including:

- Reduced fuel consumption associated with routine operations.
- Lower vehicle emissions.
- A quieter work environment in City facilities.
- An appropriately sized vehicle for transporting employees, tools, and maintenance materials.
- Greater flexibility for maintenance personnel when responding to routine assignments.
- Support for the City's efforts to incorporate cleaner technologies into its municipal fleet.

The San Joaquin Valley Air Pollution Control District's Public Benefit Grants Program has provided meaningful benefits to the City of Lindsay. Through grant assistance, the City has been able to incorporate electric carts into its municipal operations, including the work performed by maintenance personnel responsible for parks and

meter reading. These vehicles have provided practical alternatives to gasoline-powered vehicles for short-distance municipal activities while helping reduce fuel consumption and vehicle emissions.

The program has also allowed the city to leverage outside funding to make improvements to its municipal fleet without relying solely on local revenues. This is particularly important for a community such as Lindsay, where maximizing available resources is essential to maintaining quality public services. Most importantly, the City's participation in the program demonstrates a commitment to improving air quality, adopting cleaner technologies, reducing unnecessary emissions, and providing City employees with efficient equipment to perform their jobs.

The Public Benefit Grants Program has therefore provided the City of Lindsay with more than simply financial assistance for equipment purchases. It has helped the City modernize its operations, support its employees, improve efficiency, and contribute to the broader goal of creating cleaner air and a healthier San Joaquin Valley. The City of Lindsay appreciates the continued investment and partnership of the San Joaquin Valley Air Pollution Control District and recognizes the significant role that the Public Benefit Grants Program has played in helping local governments throughout the Valley transition toward cleaner municipal operations.

FISCAL IMPACT

Fiscal Impact would be for FY28

Budget: \$100,000.00

Grant Amount: \$100,000.00

City Cost: \$10,000.00 - \$15,000.00

Fund: CIP Projects Funded: Machinery & Equipment (Funding Source: Parks & Water)

Quote Total (4 units, freight, prep, tax)	\$89,009.70
Maximum Grant Reimbursement (4 units x \$20,000)	(\$80,000.00)
Estimated Net Cost to the City	~\$9,009.70

That's approximately 90 cents on the dollar covered by grant funds.

Grant funding has allowed the City to acquire cleaner equipment while reducing the funding needed to make these purchases. Without outside grant assistance, replacing existing equipment or adding new electric equipment may require the City to rely entirely on limited local revenues. The Public Benefit Grant Program provides an opportunity to leverage outside funding to improve the City's fleet and equipment inventory. The initial financial benefit of electric equipment can provide ongoing operational advantages through reduced gasoline consumption and potentially lower routine operating costs. The program provides the City with a dual benefit: it supports environmental objectives while also helping the City use limited public resources responsibly.

ATTACHMENTS

1. Resolution No.26-44 Authorizing a designated official to apply for and administer a San Joaquin Valley Air Pollution Control District Public Benefit Grant.
2. 2027 Cushman Hauler PRO information sheet.
3. Quotation from California Turf Equipment & Supply Inc. for four (4) new 2027 Cushman Hauler PRO's.

Reviewed/Approved: _____



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

NUMBER 26-44

TITLE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY PROVIDING FOR AUTHORIZING A DESIGNATED OFFICIAL TO APPLY FOR AND ADMINISTER A PUBLIC BENEFIT GRANT.

MEETING At a regularly scheduled meeting of the City of Lindsay City Council held on August 25, 2026, at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

WHEREAS, the City of Lindsay is a public agency located in the County of Tulare, State of California; and

WHEREAS, on August 18, 2026, City Council authorized the Parks and Recreation Department to submit a grant application to the San Joaquin Valley Air Pollution Control District for four (4) new 2027 Cushman Hauler PRO's; and

WHEREAS, if the City of Lindsay grant application is selected by the San Joaquin Valley Air Pollution Control District to be funded in an amount not to exceed \$100,000.00; and

WHEREAS, staff recommends City Council authorize the City Manager to execute a contract with San Joaquin Valley Air Pollution Control District for the acceptance of a grant to purchase four (4) new 2027 Cushman Hauler PRO's; and

WHEREAS, the City of Lindsay must authorize by resolution a designated "Authorized Individual" to make application for and administer the Public Benefit Grant; and

NOW, THEREFORE, the City Council of the City of Lindsay does hereby resolve as follows:

SECTION 1. The above radicals are true and correct and are adopted as the findings of the City Council.

SECTION 2. The City of Lindsay to execute a contract with San Joaquin Valley Air Pollution Control District for the acceptance of a grant.

SECTION 3. The provisions of this Resolution are serviceable and if any provision, clause, sentence, word, or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 4. The Mayor, or presiding officer, is hereby authorized to affix their signature to the Resolution signifying its adoption by the City Council of the City of Lindsay, and the City Clerk, or their duly appointed deputy, is directed to attest thereto.



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	August 25, 2026
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.

Misty Villarreal, Mayor

CERTIFICATE OF ATTESTING OFFICER

The undersigned, Miranda Cordova, City Clerk of the City of Lindsay does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of the City of Lindsay which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date thereof.

ATTEST: _____
Miranda Cordova, City Clerk

Q U O T A T I O N

PAGE: 1

California Turf Equipment & Supply Inc.
956 N J STREET
TULARE, CA 93274 USA
Phone #: (559)688-2505
Fax #: (559)688-0861

PHONE #: (559)562-7102 Ext: off DATE: 7/28/2026
CELL #: (559)310-1547 ORDER #: 413944
ALT. #: CUSTOMER #: 1471
P.O.#: 27 - Cushman Hauler Pr CP: DREA
TERMS: Net 30 LOCATION: 1
SALES TYPE: Quote STATUS: Active

BILL TO 1471

CITY OF LINDSAY
PO BOX 369
LINDSAY, CA 93221

SHIP TO

CITY OF LINDSAY
PO BOX 369
LINDSAY, CA 93221

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
CUSH10036647		2027 Cushman, Hauler PRO LSV ELITE® lithium battery (11.1KW 14.9HP) 1,200 CAPACITY COLOR - BRIGHT WHITE Aluminum Bed Box with Elect service lift Load Star, DOT 20.5 x 8 - 10, 6 Ply, Black Wheel USB Outlet with IntelliGauge (Silver Gauge Plate Required - Plastic Bed with Lift Rear Receiver 2 in (5 cm) - Standard	4	\$18,962.00	\$18,962.00	\$75,848.00
****	FREIGHT	FREIGHT, PREP AND ASSEMBLY This model is delivered with the following-installed items which are included in the purchase price.	4	\$1,500.00	\$1,500.00	\$6,000.00

This quote is valid for 30 days. Please contact your sales representative to confirm availability prior to acceptance. Prices are subject to change after the validity period.

SUBTOTAL: **\$81,848.00**
TAX: **\$7,161.70**
ORDER TOTAL: **\$89,009.70**

Authorized By: _____



ALL-NEW

HAULER[®] XL

EXCEL AT ANY JOB.

The Hauler XL gives operators the ability to carry more in a nearly 6-ft long bed while keeping the rugged durability that Hauler utility vehicles are known for. With two efficient, yet powerful, drivetrain options and street-legal LSV vehicle options, the Hauler XL is designed to help you get more out of your work day. Customize your vehicle with an aluminum cargo bed or steel drop side rails to make the most out of the 1200 lb bed load capacity.

ELITE[®]
LITHIUM

NEARLY 6 FT LONG
CARGO BED

1200 LB
CARGO BED CAPACITY

1600 LB
VEHICLE LOAD CAPACITY

STREET-LEGAL
CONFIGURATION

ELITE[®] LITHIUM
OR
13.5 HP
EFI GAS



ELITE LITHIUM POWERTRAIN

- Zero Maintenance Battery
- 5-Year Battery Warranty
- Lightweight Footprint
- Increased Efficiency
- Upgrade to 6.2 Triple Pack for Extended Range
- Multifunction SOC/Speedometer Gauge
- Automatic Park Brake
- Limited Slip Differential

OPTIONS & ACCESSORIES

- Street-Legal Configuration
- IntelliGauge™ (ELITE Only)
- 4-Wheel Mechanical Brakes
- Locking Glove Box
- Bed Dividers
- Floor Mount Attachment
- Windshield
- Canopy
- Aluminum Cargo Bed
- Steel Drop Side Rails
- Long-Handled Tool Holders
- Radio Holder
- LED Headlights
- LED Taillights/Brake Lights
- Rearview Mirror
- USB Port
- Unique Key Switch
- Side Body Color
- Weather Enclosure
- ROPS-Certified Cab
- Hubcaps
- Hour Meter
- Limited Slip Differential
- Rapid On-Board Charger
- Fuel/Oil Gauge
- Custom Solutions Customization

CUSHMAN.COM

HAULER XL

ALL-NEW

STREET-LEGAL
HAULER XL LSV

HAULER XL ELITE

HAULER XL GAS

BODY & CHASSIS

FRAME	Welded Steel with E-Coat & DuraShield™ Powder Coat
BODY & FINISH	Injection Molded TPO
VEHICLE COLORS	Forest Green, Patriot Blue, Bright White, Flame Red, Black

DIMENSIONS

OVERALL LENGTH	138.88 in (352.7 cm)		
OVERALL WIDTH	47.25 in (120 cm)		
OVERALL HEIGHT	72.25 in (183.5 cm) (w/ Canopy)	48.13 in (122.2 cm) (No Canopy) 70.25 in (178.4 cm) (w/ Canopy)	48.13 in (122.2 cm) (No Canopy) 70.25 in (178.4 cm) (w/ Canopy)
WHEEL BASE	93.25 in (236.9 cm)	93 in (236.2 cm)	93 in (236.2 cm)
WHEEL TRACK	37 in (94 cm) Front / 38.25 in (97.2 cm) Rear	34.13 in (86.7 cm) Front / 37.94 in (96.36 cm) Rear	34.13 in (86.7 cm) Front / 37.94 in (96.36 cm) Rear
GROUND CLEARANCE	6.25 in (15.9 cm)	5 in (12.7)	5 in (12.7)
CARGO FLAT BED DIMENSIONS	68.5 in (L) x 47.2 in (W) (174 cm x 120 cm)		
CARGO FLAT BED MATERIAL	Aluminum		

POWER

POWER TRAIN	56.7V Li-Ion Battery	56.7V Li-Ion Battery	4-Cycle, 24.5 cu in (401cc)
HORSEPOWER (KW)	14.9 hp (11.1 kW) Peak	14.9 hp (11.1 kW) Peak	13.5 hp (10.1 kW)
ELECTRICAL SYSTEM	48V Primary, 12V Auxiliary	48V Primary, 12V Auxiliary	Starter/Generator. Solid State Reg.
BATTERY (QTY/TYPE)	4.2 Elite - Twin Pack	4.2 Elite - Twin Pack	One, 12V Maintenance Free
KEY OR PEDAL START	Pedal		
AIR CLEANER	N/A	N/A	Replaceable Industrial Rated Dry Cartridge
FUEL CAPACITY	N/A	N/A	6.65 Gallon (25 L) Tank
DRIVE TRAIN	Motor Shaft Direct Drive	Motor Shaft Direct Drive	Continuously Variable Transmission
TRANSAXLE	Differential w/ Helical Gears		
GEAR SELECTION	Dash Mount Forward-Neutral- Reverse / Key Switch	Dash Mount Forward- Neutral-Reverse / Key Switch	Forward - Reverse
REAR AXLE RATIO	16.99:1	16.99:1	11.47: 1 (Forward) 14.35:1 (Reverse)

PERFORMANCE

SEATING CAPACITY	2-Person (Bench)		
WEIGHT W/O BATTERIES	941 lb (427 kg)	863 lb (391 kg)	960 lb (435 kg)
CURB WEIGHT	1019 lb (462 kg)	940 lb (426 kg)	1000 lb (454 kg)
VEHICLE LOAD CAPACITY	1600 lb (726 kg)		
BED LOAD CAPACITY	1200 lb (544 kg)		
TOWING CAPACITY	1500 lb (680 kg)	1250 lb (567 kg) 1500 lb (680 kg) w/ 4-Wheel Brake Option	
OUTSIDE CLEARANCE CIRCLE	26.81 ft (8.17 m)	18.9 ft (5.8 m)	18.9 ft (5.8 m)
SPEED	25 mph ± 0.5 mph (40.2 kph ± 0.8 kph)	16.5 mph ± 0.5 mph (26.5 kph ± 0.8 kph)	16.5 mph ± 0.5 mph (26.5 kph ± 0.8 kph)

STEERING & SUSPENSION

STEERING	Self-Compensating Rack and Pinion		
SUSPENSION	Leaf Springs w/ Hydraulic Shock Absorbers		
SERVICE BRAKE	Four-Wheel Hydraulic, Front Disk; Rear Self-Adjusting Drum	Dual Rear Wheel Mechanical Self-Adjusting Drum	Dual Rear Wheel Mechanical Self-Adjusting Drum
PARKING BRAKE	Automatic Electro-Magnetic	Automatic Electro-Magnetic	Self-Compensating, Single-Point Engagement
TIRES (FRONT & REAR)	Load Star K399, 205/65-10 (6 Ply Tires)	Load Star K399, 215/60-8 (8 Ply Tires)	Load Star K399, 215/60-8 (8 Ply Tires)

Features and specifications of the vehicles are subject to change without notice. Vehicle as photographed may include options not included on base model. California state law prohibits the sale of Model Year 2025 and later gas-powered golf carts. ©2024 Textron Specialized Vehicles Inc. 82821-G2 (Rev. 12/2024)





STAFF REPORT

TO: Lindsay City Council

MEETING DATE: August 25, 2026

Item #: 12.1
Department Heads
Report

DEPARTMENT: Finance

FROM: Soledad Ruiz-Nunez, Director of Finance

Agenda Title: Finance Department Presentation

ACTION & RECOMMENDATION

N/A

BACKGROUND | ANALYSIS

The City of Lindsay Finance Department ensures the City's financial integrity. The Department is responsible for the fiscal management and oversight of the City revenues and expenditures.

The staff in the department has been busy with Budgets, completing past audits, updating policies and procedures, comparing insurance cost, completing an overhead study and working with Tyler Technologies on the implementation of the new Financial Software for the City.

The City is investing in new financial software after 20 years with the current legacy financial software which was last updated in 2014. The implementation and configuration of all the modules in Tyler Technology The process is time consuming, requires close attention to detail, and communication with Directors and staff. The goal is that the Tyler software and modules will improve processes, reports, and customer service.

The City Budget was approved before the beginning of the new fiscal year. Departments began working on the budget on excel worksheets and were able to use Tyler budgeting software before the end of the budget process.

The City has not maintained a consistent Finance Director over the years and the City Audits are behind. In September of 2026 the City hired a new auditing firm who is working with the Finance Department in order to get the audits caught up.

FISCAL IMPACT

N/A

ATTACHMENTS

1. Lindsay Finance Department

Reviewed/Approved: _____

The background of the image is a dense field of three-dimensional numbers in various shades of blue. The numbers are of different sizes and are scattered across the frame, creating a sense of depth and movement. Some numbers are in the foreground, appearing larger and more detailed, while others are in the background, appearing smaller and more blurred. The lighting is soft, highlighting the edges of the numbers and giving them a realistic, blocky appearance.

Lindsay
Finance
Department

RESPONSIBILITIES



PROCESS

UTILITY BILLING
BUSINESS LICENSE
ACCOUNTS PAYABLE
PAYROLL



TRACK

REVENUES
EXPENSES
GRANTS



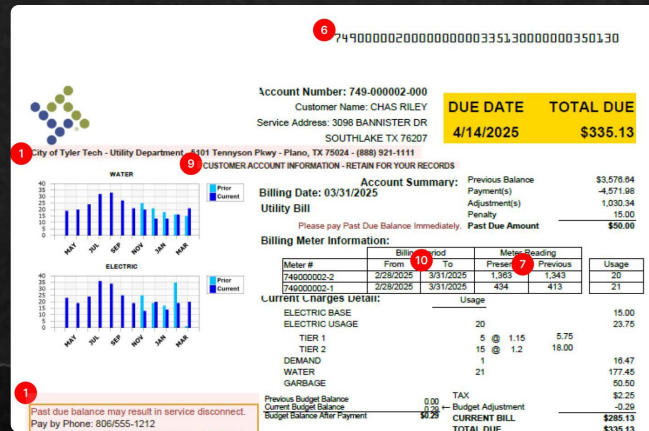
LEAD

BUDGETS
AUDITS

FINANCIAL SOFTWARE

- ◇ Current software Central Square used over 20 years and last updated 2014
 - ◇ Tyler Technologies contract signed November 12, 2024
 - ◇ Configuration started with past Finance Director and stopped
 - ◇ Current Team started August 7, 2025
- ◇ Modules in Tyler:
 - ◇ City Financials
 - ◇ Accounts Payable
 - ◇ Accounts Receivable
 - ◇ Project Accounting
 - ◇ Grant Tracking
 - ◇ Fixed Assets
 - ◇ Time & Attendance
 - ◇ Utility Billing
 - ◇ Permit & Licensing
 - ◇ Human Resources
 - ◇ Payroll

Tyler Technology Software



UTILITY BILLING

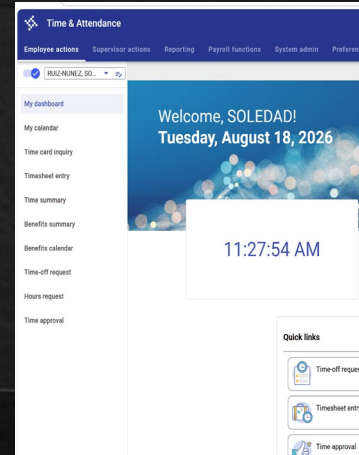
Target go live is October

1 page statements

Ability to scan barcode on bill

Mobile service orders

Electronic download for meter reads available.



PAYROLL

Electronic timesheets

(Web Browser, Timeclocks, Geofencing)

Employee Self Service

(print past checks, W-2's, insurance enrollment, etc.)

Email employee check stubs.

Reports for any time frame.



PERMITS & LICENSING

Onboarding & Configuration started

Go Live November 2, 2026

Simplify permits

Automate routing between employees/departments

Automate License reminder and renewals

Dashboard with real time data and status

BUDGET Fiscal Year 2026-2027

- ◇ APPROVED BEFORE 6/30/26
- ◇ DIRECTORS REQUESTED FUNDING
 - ◇ FIRST ROUND WAS ON EXCEL
 - ◇ FUTURE REVIEWS WERE IN TYLER
- ◇ CITY MANAGER AND FINANCE DIRECTOR MADE ADJUSTMENTS
- ◇ BALANCED BUDGET

AUDITS

◆ FISCAL YEAR 2024

- ◆ Completed 4/30/2026
- ◆ Findings and Corrective Action are in the FY24 Single Audit
 - ◆ Findings:
 - ◆ 2024-001 Inadequate Segregation of Duties, Safeguarding of Assets, Monitoring, and Access Controls
 - ◆ 2024-002 Inadequate Controls over Year-End Closing and Financial Reporting
 - ◆ Corrective Action:
 - ◆ 4/1/26 New Director allowing separation of duties regarding vendors, conducted an overhead study by a consultant, and providing directors monthly budget to actual reports
 - ◆ 5/15/26 Year End closing has been inconsistent due to the high turnover in the Director of Finance position over the years. A Year End checklist and schedule are being created in order to have adequate control over Year End Closing and Financial Reporting.
 - ◆ 7/1/26 City is in the process of implementing a new financial software and only giving access to employees based on their job duties.

◆ FISCAL YEAR 2025

- ◆ In process, Price Paige Auditors fieldwork week of October 5th

◆ FISCAL YEAR 2026

- ◆ Will start once FY25 is completed

Thank You

250 Years of Celebrating America





STAFF REPORT

TO: Lindsay City Council

MEETING DATE: August 25, 2026

Item #: 12.2
Department Heads
Report

DEPARTMENT: Parks and Recreation Services

FROM: Armando da Silva, Director of Parks & Recreation Services

Agenda Title: Parks & Recreation Updates

ACTION & RECOMMENDATION

No Action and Recommendation Needed

BACKGROUND | ANALYSIS

This evening, the team prepared a presentation on the latest parks and recreation activities, programs, and citywide special events.

FISCAL IMPACT

No Fiscal Impact

ATTACHMENTS

1. Parks & Recreation Update PowerPoint

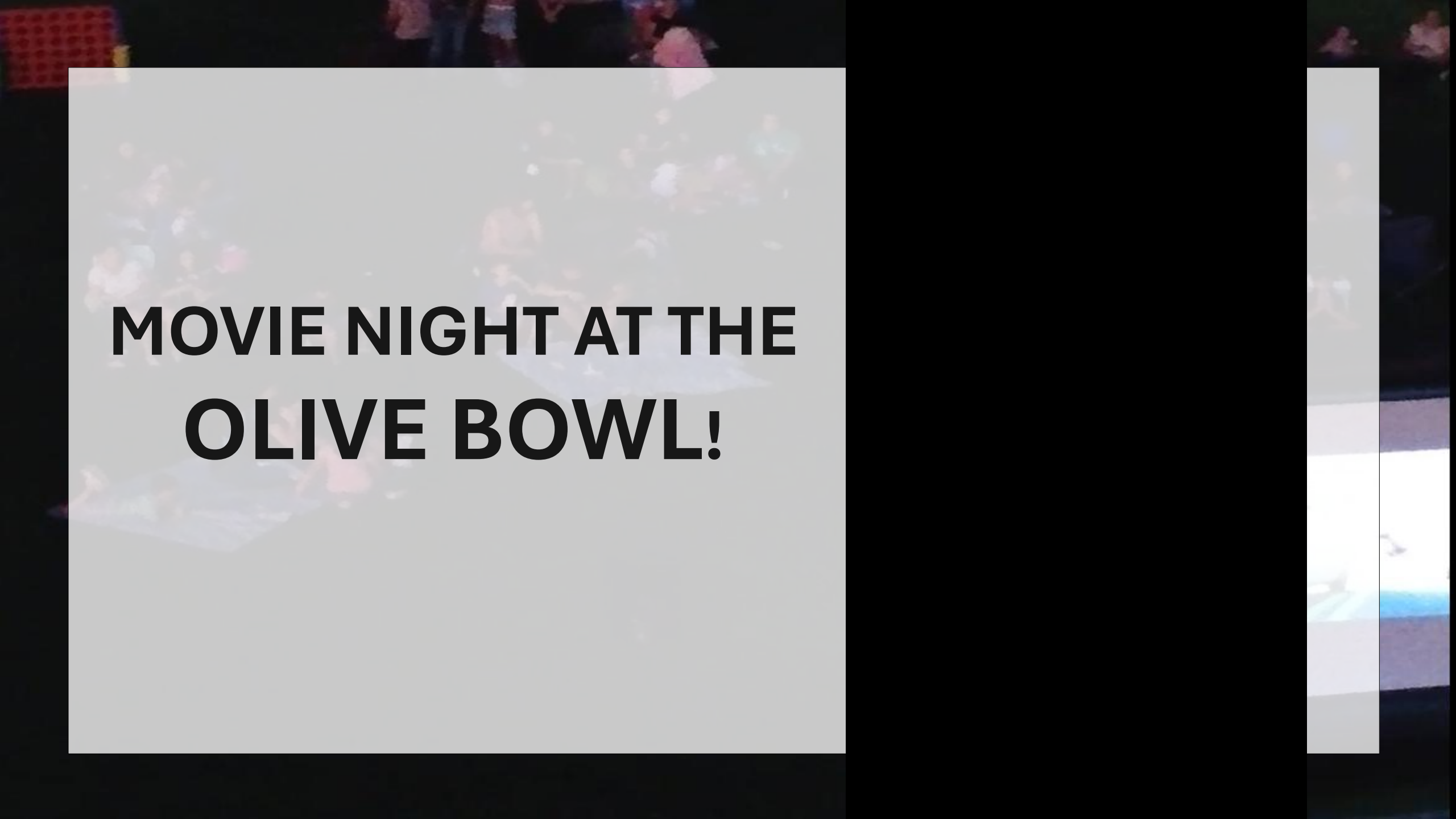
Reviewed/Approved: _____

Lindsay
Parks & Recreation
Updates

*WHAT HAVE WE BEEN
UP TO SINCE OUR
LAST UPDATE?*



PUBLIC SWIM

A movie night poster with a dark background. On the left, there is a large, semi-transparent white rectangle containing the text 'MOVIE NIGHT AT THE OLIVE BOWL!'. To the right of this rectangle, there is a vertical strip of images showing various scenes from movies, including a person in a white shirt and a person in a blue shirt. The overall theme is movie night.

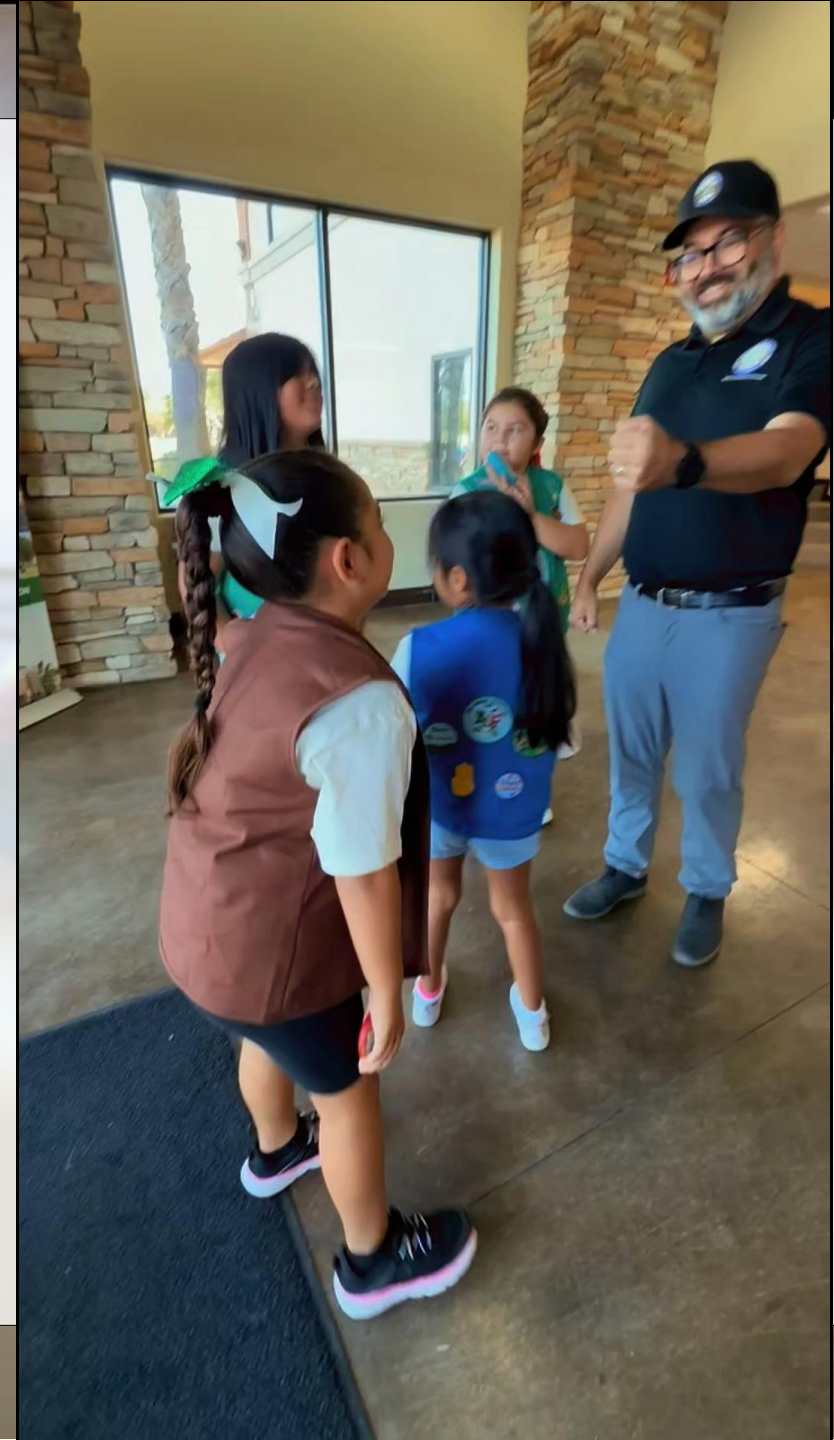
MOVIE NIGHT AT THE OLIVE BOWL!

The background of the entire image is a collage of water-related photos. On the left, there's a vertical strip showing a person's face in profile, partially submerged in water. The right side features a larger, semi-transparent image of a person swimming, with their head and shoulders above water. The text 'AQUA ZUMBA' is centered over the right side of the image.

AQUA ZUMBA

GIRL SCOUT TROOP 7138

Beautification Project





KIDS MOVIE NIGHT AT THE POOL

A small, light-colored dog is swimming in a pool, with its head and front paws visible above the water. The water is a light blue-green color with some ripples.

DOG DAYS OF SUMMER POOL PAW-TY



SPORTS COORDINATOR



Connor Hughes

SUMMER RECAP

Public Swim: 2,688 swimmers

Swim Lessons: 98 in group swim / 68 private = 166 Students

Mental Wellness Workshops: Avg 12 older adults weekly

Movie at the Pool: 306

National Night Out: 298

Dog Days of Summer Paw-ty: 41 Paw-ticipants

LINDSAY YOUTH VOLLEYBALL

Tiny Spikers (TK - 2nd)

- 31 Participants

Lindsay Youth Volleyball League (3rd - 8th)

- 65 Participants
- Games: August – September



Amazing Partnerships





WELLNESS CENTER

MEMBERSHIP REPORT JANUARY – JULY 2026

- Total Activated/Purchased: 2,994
- Total Memberships Live: 764
- Total Check-Ins & Scans: 17,447

NEW memberships since July 1, 2026

- LUSD Learner: 14
- Family: 11
- LUSD Employee: 10
- Pickleball: 0



Parks & Recreation

Community Outreach Meeting

Everyone Welcome!

Join us for a community outreach meeting to connect, share ideas, and help shape the future of Lindsay Parks.

June 17 - 6:00 PM

Wellness Center, 860 Sequoia Ave

June 24 - 6:00 PM

Palm Terrace, 700 W Hermosa St

July 1 - 6:00 PM

City Hall, 251 E Honolulu St

Let's work together for a stronger community.

559.562.5196

parksandrec@lindsay.ca.us



Lindsay Parks and Recreation

**Parks
Make
Life
Better!**



Possible Recreation Feature **TOP 5**

1. Splash Pad (78 Votes / 15.5%)
2. Aquatic Center (51 / 10.2%)
3. Jogging/Walking Loop (48 / 9.6%)
4. Playground (44 / 8.8%)
5. Indoor Recreation Center (41 / 8.2%)

Major Support Amenities **TOP 5**

1. Restrooms (52)
2. Lighting (44)
3. Covered Parking Lot (42)
4. Landscaping (42)
5. Water Feature (23)

Public Art **TOP 5**

1. Mural (61)
2. Murals-Fire Hydrant-Utility Box (59)
3. Crosswalk Art (43)
4. Abstract/Modern (41)
5. Sculptures/Statues (27)

POOL DECK RENOVATION PROJECT

Start Date: August 31, 2026

Completion: January 8, 2027



PALM TREE & TREE TRIMMING SERVICES CONTRACTS RFP

July 30 – September 2, 2026

Sealed Proposals Due
September 2, 2026, by 1:30 p.m.

Budget: \$100,000.00



QUESTIONS?





STAFF REPORT

TO: Lindsay City Council
MEETING DATE: August 25, 2026

Item #: 13.1
Public Hearing

DEPARTMENT: City Services

FROM: Joseph Avina, City Services Manager & Inspector

Agenda Title: Consideration of Approval of a Tentative Parcel Map (PLAN-26-01) to Subdivide Approximately 0.74 Acres into Two Parcels at 950 W. Tulare Road, Lindsay, CA 93247 (APN: 199-100-054).

ACTION & RECOMMENDATION

Public Hearing to Consider the Approval of Resolution No. 26-39, A Resolution of the City Council of the City of Lindsay Approving Tentative Parcel Map No. 26-01, A Request by Terry D. Holmes on Behalf of Property Owner Leonardo Navarro for the Property Located at 950 W. Tulare Road (APN 199-100-054) in the Residential Multi-Family (RM-3) Zone, and Finding that the Project is Exempt from Review Under the California Environmental Quality Act (CEQA) Pursuant to Section 15315 (Minor Land Divisions).

BACKGROUND | ANALYSIS

Project Description

Tentative Parcel Map No. 26-01 is requested by Terry D. Holmes (Applicant), on behalf of the property owner Leonardo Navarro, to subdivide an approximately 0.74-acre property located at 950 W. Tulare Road, Lindsay, CA 93247 (APN: 199-100-054) into two (2) parcels.

The property is currently developed with a single-family residence. The southern portion of the property is currently vacant and will become a separate parcel upon recordation of the Parcel Map. The property is currently zoned Residential Multi-Family (RM-3) and has a Medium Density Residential General Plan land use designation.

The proposed Tentative Parcel Map is intended solely to create two separate parcels. No new development is proposed as part of this application. Future development of either parcel, if proposed, shall require separate review and approval by the City and shall comply with all applicable development standards.

Analysis

The proposed Tentative Parcel Map 26-01 is consistent with the General Plan, Zoning Ordinance, and Subdivision Ordinance of the City of Lindsay.

Section 17.24.060 of the Lindsay Municipal Code establishes the findings required for approval of a Tentative Parcel Map.

1. Lots created shall conform to the applicable requirements of the zoning ordinance;
The proposed parcels comply with the development standards of the underlying Residential Multi-Family (RM-3) zoning district, including minimum lot size and dimensional requirements. No variances or exceptions are requested.
2. Utility easements and street rights-of-way shall be offered for dedication;
The Tentative Parcel Map includes a proposed 20-foot access easement. Any utility easements and street rights-of-way determined necessary by the City Engineer shall be dedicated prior to recordation of the Final Parcel Map.
3. Water supply and sewage disposal shall be satisfactory to the city engineer;

The applicant has indicated that the proposed parcels will be served by existing municipal water and sewer services. No development or utility improvements are proposed as part of this Tentative Parcel Map. Any future development shall obtain all necessary utility permits and approvals from the City of Lindsay.

4. Public improvements shall be satisfactory to the city engineer.

No public improvements are proposed as part of the Tentative Parcel Map. Any public improvements determined necessary by the City Engineer shall be completed or otherwise secured in accordance with City requirements prior to recordation of the Final Parcel Map or, where applicable, in conjunction with future development of the parcels.

Based on the foregoing, staff finds that the proposed Tentative Parcel Map No. 26-01 satisfies the findings required by Section 17.24.060 of the Lindsay Municipal Code and recommends approval, subject to the attached Conditions of Approval.

The project was noticed pursuant to state law in the Porterville Recorder at least 10 days prior to the August 25, 2026, Regular City Council Meeting.

Pursuant to Chapter 17.16.100 of the Lindsay Municipal Code, notice of the public hearing was given not less than ten days nor more than twenty-five days prior to the date of the hearing by mailing postage prepaid, a notice of the time and place of the hearing to the names and last known addresses of the recorded legal owners of all properties within 300 feet of each boundary of the site, as shown on the latest adopted assessment roll of Tulare County.

ENVIRONMENTAL REVIEW

The proposed project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15315 (Minor Land Divisions) of the CEQA Guidelines.

CONDITIONS OF APPROVAL

Pursuant to the California Subdivision Map Act and Chapter 17.24 of the Lindsay Municipal Code, Tentative Parcel Map No. 26-01 is approved subject to the following conditions:

1. **Final Parcel Map.** Prior to recordation, the applicant shall submit a Final Parcel Map prepared in accordance with the California Subdivision Map Act, the Lindsay Municipal Code Section 17.20 (Final Parcel Map), Section 17.24 (Parcel Map Division), Section 17.28 (Development Standards) Section 17.32 (Public Improvements) and all applicable City standards.
2. **Engineering Approval.** The Final Parcel Map shall be reviewed and approved by the City Engineer prior to recordation.
3. **Easements and Rights-of-Way.** Any utility easements, access easements, and street rights-of-way determined necessary by the City Engineer shall be dedicated or otherwise provided prior to recordation of the Final Parcel Map.
4. **Survey Requirements.** The Final Parcel Map shall incorporate all revisions and corrections required by the City Engineer and City Surveyor.
5. **Municipal Code Compliance.** The subdivision shall comply with all applicable provisions of the Lindsay Municipal Code, the California Subdivision Map Act, and all applicable federal, state, and local regulations.
6. **Future Development.** Approval of Tentative Parcel Map No. 26-01 authorizes the subdivision of the property only. Any future development of either parcel shall require separate review and approval and shall comply with all applicable City regulations in effect at the time of application.
7. **Water and Sewer Service.** Future development of the proposed parcels shall connect to municipal water and sewer systems and obtain all required permits and approvals from the City of Lindsay.

8. **Public Improvements.** Any public improvements required by the City Engineer as a condition of the subdivision shall be completed or otherwise secured prior to recordation of the Final Parcel Map. Public improvements required solely for future development shall be addressed at the time of future development review.
9. **Fire Access.** Prior to issuance of any building permit for future development, the applicant shall demonstrate compliance with the currently adopted California Fire Code, including Appendix D, to the satisfaction of the City of Lindsay Fire Department.
10. **Expiration.** Tentative Parcel Map No. 26-01 shall expire in accordance with the provisions of the California Subdivision Map Act and the Lindsay Municipal Code unless an extension is approved by the City.

FISCAL IMPACT

There is no fiscal impact from this item.

ATTACHMENTS

1. Resolution No. 26-39
2. Tentative Parcel Map No. 26-01
3. CEQA Notice of Exemption

Reviewed/Approved: _____



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

NUMBER 26-39

TITLE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY APPROVING TENTATIVE PARCEL MAP NO. 26-01, A REQUEST BY TERRY D. HOLMES ON BEHALF OF PROPERTY OWNER LEONARDO NAVARRO FOR THE PROPERTY LOCATED AT 950 W. TULARE ROAD (APN: 199-100-054) IN THE RESIDENTIAL MULTI-FAMILY (RM-3) ZONE, AND FINDING THAT THE PROJECT IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15315 (MINOR LAND DIVISIONS)

MEETING At a regularly scheduled meeting of the City of Lindsay City Council held on August 25, 2023, at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

WHEREAS, Terry D. Holmes ("Applicant"), on behalf of property owner Leonardo Navarro ("Owner"), submitted an application for Tentative Parcel Map No. 26-01 to subdivide an approximately 0.74-acre property located at 950 W. Tulare Road, Lindsay, California (APN: 199-100-054), into two parcels; and

WHEREAS, the subject property is designated Medium Density Residential by the City of Lindsay General Plan and is zoned Residential Multi-Family (RM-3); and

WHEREAS, the proposed Tentative Parcel Map is intended solely to subdivide the existing parcel into two separate parcels and does not include any new development; and

WHEREAS, notice of the public hearing was provided in accordance with Chapter 17.16 of the Lindsay Municipal Code and applicable provisions of California law; and

WHEREAS, on August 25, 2026, the City Council conducted a duly noticed public hearing, considered the staff report and all testimony and evidence presented regarding the proposed Tentative Parcel Map; and

WHEREAS, the City Council finds that the proposed project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15315 (Minor Land Divisions), as the project consists of the subdivision of one parcel into two parcels in an urbanized area, no variances or exceptions are required, all services and access are available, the parcel has not been involved in a subdivision of four or fewer parcels within the previous two years, and the project site has no average slope greater than twenty percent (20%); and

WHEREAS, Planning Staff have prepared necessary investigations and prepared a staff report of information bearing upon the Tentative Parcel Map application; and



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

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

- SECTION 1. The foregoing recitals are true and correct and are a substantive part of this Resolution.
- SECTION 2. The City Council finds that Tentative Parcel Map No. 26-01 is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15315 (Minor Land Divisions) of the CEQA Guidelines.
- SECTION 3. The City Council of the City of Lindsay hereby approves Tentative Subdivision Map No. 26-01 based on the evidence presented and subject to the following conditions:
1. **Final Parcel Map.** Prior to recordation, the applicant shall submit a Final Parcel Map prepared in accordance with the California Subdivision Map Act, the Lindsay Municipal Code Section 17.20 (Final Parcel Map), Section 17.24 (Parcel Map Division), Section 17.28 (Development Standards) Section 17.32 (Public Improvements) and all applicable City standards.
 2. **Engineering Approval.** The Final Parcel Map shall be reviewed and approved by the City Engineer prior to recordation.
 3. **Easements and Rights-of-Way.** Any utility easements, access easements, and street rights-of-way determined necessary by the City Engineer shall be dedicated or otherwise provided prior to recordation of the Final Parcel Map.
 4. **Survey Requirements.** The Final Parcel Map shall incorporate all revisions and corrections required by the City Engineer and City Surveyor.
 5. **Municipal Code Compliance.** The subdivision shall comply with all applicable provisions of the Lindsay Municipal Code, the California Subdivision Map Act, and all applicable federal, state, and local regulations.
 6. **Future Development.** Approval of Tentative Parcel Map No. 26-01 authorizes the subdivision of the property only. Any future development of either parcel shall require separate review and approval and shall comply with all applicable City regulations in effect at the time of application.
 7. **Water and Sewer Service.** Future development of the proposed parcels shall connect to municipal water and sewer



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

systems and obtain all required permits and approvals from the City of Lindsay.

8. **Public Improvements.** Any public improvements required by the City Engineer as a condition of the subdivision shall be completed or otherwise secured prior to recordation of the Final Parcel Map. Public improvements required solely for future development shall be addressed at the time of future development review.
9. **Fire Access.** Prior to issuance of any building permit for future development, the applicant shall demonstrate compliance with the currently adopted California Fire Code, including Appendix D, to the satisfaction of the City of Lindsay Fire Department.
10. **Expiration.** Tentative Parcel Map No. 26-01 shall expire in accordance with the provisions of the California Subdivision Map Act and the Lindsay Municipal Code unless an extension is approved by the City.

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

MEETING DATE	August 25 th , 2026
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.

MIRANDA CORDOVA
CITY CLERK

MISTY VILLARREAL
MAYOR

Terry Holmes

TERRY D. HOLMES P.L.S. 9877



REFERENCES

(R1) - SM10-036 DRINKHOUSE,
ORANGEVALE, VILLA ACRE TRACT

(R2) - LS27-056 RECORD OF SURVEY

(R3) - SM17-057 OFFICIAL MAP
OF THE CITY OF LINDSAY

SUBJECT PROPERTY LINES
CENTERLINE OF ROAD
RECORD LOT LINES
RIGHT-OF-WAY LINE

FOUND MONUMENT
OF RECORD UNLESS
OTHERWISE NOTED
() = RECORD

S.N.F. - SEARCHED NOTHIG FOUND

1 LOT NUMBERS (R1)
/ LOT NUMBERS (R3)

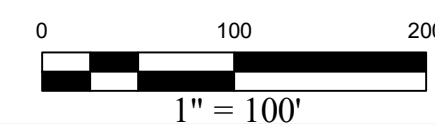
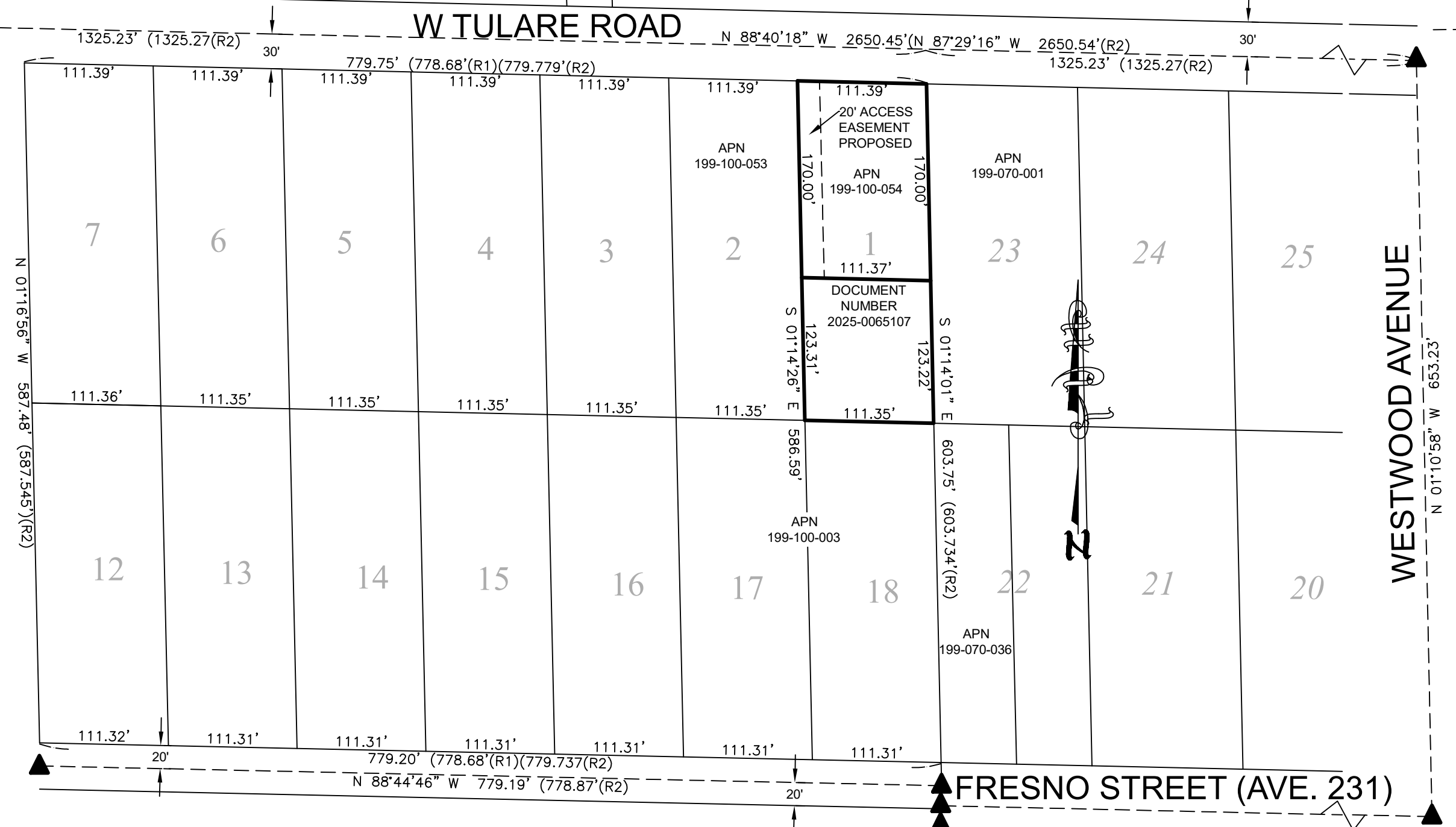
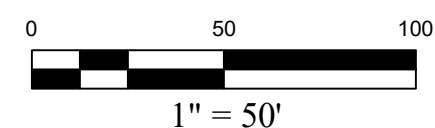
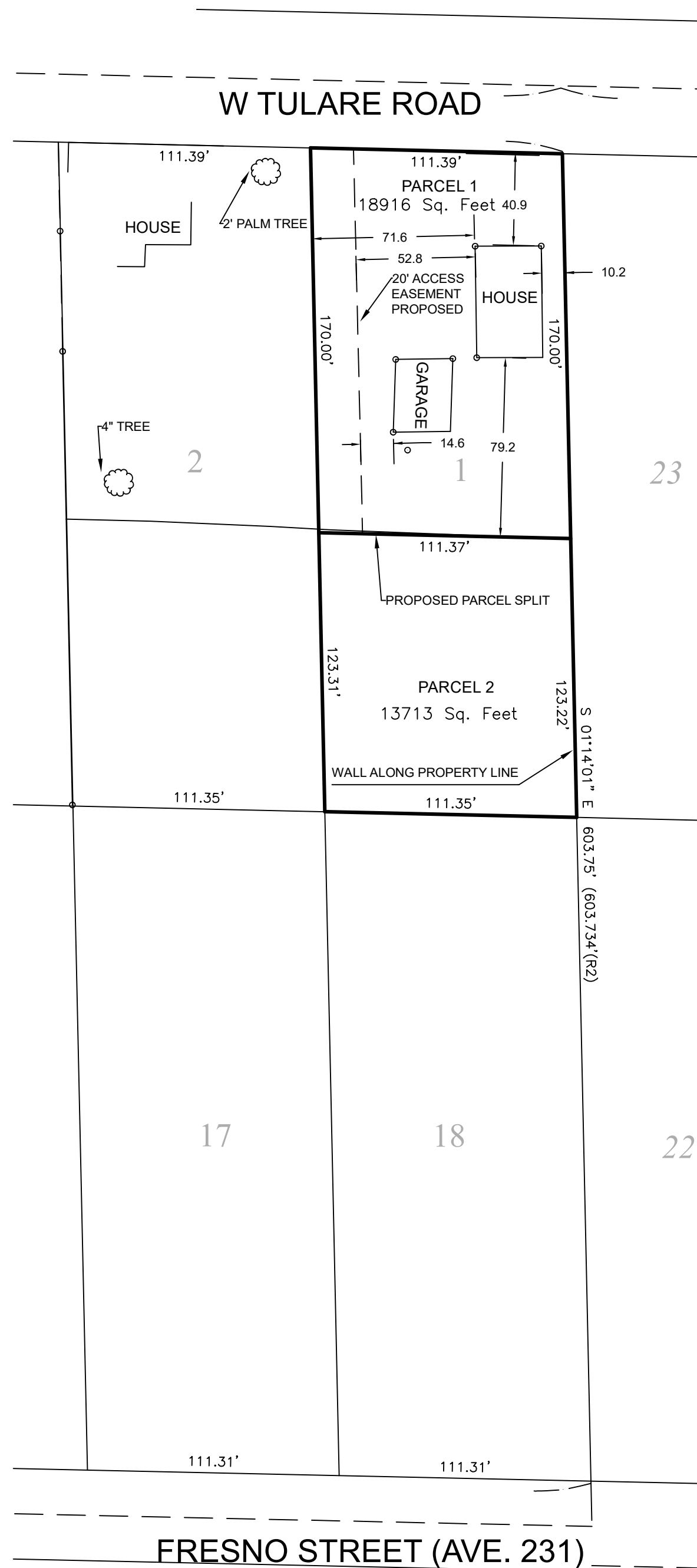


EXHIBIT A

PARCEL ONE:

Lot 1 of the Drinkhouse Orangevale Acre Tract in the city of Lindsay, County of Tulare, State of California, as per map recorded in Volume 10 of Maps at Page 36, Tulare County Records more particularly described as follows;

The north 170.00' feet of said Lot 1.

CONTAINING 18,916 SQ. FT.



EXHIBIT A

PARCEL TWO:

Lot 1 of the Drinkhouse Orangevale Acre Tract in the city of Lindsay, County of Tulare, State of California, as per map recorded in Volume 10 of Maps at Page 36, Tulare County Records, as follows;

Said Lot 1 excepting therefrom the north 170.00' feet.

CONTAINING 13,713 SQ. FT.



Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk

County of: Tulare

221S, Mooney Blvd, Room 105

Visalia, CA 93291

From: (Public Agency): City of Lindsay

251 E Honolulu St

Lindsay, CA 93247

(Address)

Project Title: Tentative Parcel Map No. 26-01 – 950 W. Tulare Road

Project Applicant: Terry D. Holmes

Project Location - Specific:

950 W Tulare Road

Project Location - City: Lindsay

Project Location - County: Tulare

Description of Nature, Purpose and Beneficiaries of Project:

Approval of Tentative Parcel Map No. 26-01 (PLAN-26-01) to subdivide an approximately 0.74-acre parcel into two parcels located at 950 W. Tulare Road (APN 199-100-054), within the Residential Multi-Family (RM-3) Zone in the City of Lindsay.

Name of Public Agency Approving Project: City of Lindsay

Name of Person or Agency Carrying Out Project: Leonardo Navarro

Exempt Status: **(check one):**

☐ Ministerial (Sec. 21080(b)(1); 15268);

☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));

☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));

☒ Categorical Exemption. State type and section number: 15315 - Minor Land Divisions

☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:

The project consists of the subdivision of an approximately 0.74-acre parcel into two parcels within the Residential Multi-Family (RM-3) Zone. The project is located within an urbanized area, is consistent with the City's General Plan and Zoning Ordinance, requires no variances or exceptions, has access to public services and existing roadways, and satisfies the criteria for a Class 15 Categorical Exemption pursuant to Section 15315 (Minor Land Divisions) of the CEQA Guidelines.

Lead Agency

Contact Person: Joseph Avina

Area Code/Telephone/Extension: (559) 562 7102

If filed by applicant:

1. Attach certified document of exemption finding.

2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature:  Date: 7 August 2026 Title: City Services Manager

Signed by Lead Agency

Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____



STAFF REPORT

TO: Lindsay City Council

MEETING DATE: August 25, 2026

Item #: 14.1
Action Items

DEPARTMENT: City Manager

FROM: Dario Dominguez, Acting City Manager & Director of Public works

Agenda Title: CSET Lease Agreement Renewal – Senior Services at Community Center

ACTION & RECOMMENDATION

Staff recommends that the City Council approve the renewal of the Property Lease Agreement between the City of Lindsay and Community Services Employment Training (CSET) and authorize the City Manager to execute all documents necessary to complete the agreement.

BACKGROUND | ANALYSIS

Community Services Employment Training (CSET) is a non-profit agency established in 1976 and designated as Tulare County's Community Action Agency in 1986. The organization has provided senior services at the Lindsay Community Center (911 N. Parkside Avenue) for many years, including daily senior meal programs and other activities that support Lindsay's senior residents.

CSET's previous lease agreement with the City took effect on October 11, 2022 for a three-year term. The agreement included the option for renewal and defined designated exclusive-use and shared-use areas within the facility.

With the expiration of the current term approaching, staff has worked with CSET to prepare an updated lease document, which maintains the existing operational structure, roles, responsibilities, and designated spaces, while establishing a new effective date.

FISCAL IMPACT

Consistent with the 2022 agreement, CSET will continue to remit \$1.00 annual rent for the duration of the lease term. Utilities and program-related costs remain the responsibility of the Lessee.

No fiscal impacts to the City beyond continued facility oversight and maintenance obligations.

ATTACHMENTS

1. Proposed Lease Agreement.

Reviewed/Approved: _____

PROPERTY LEASE AGREEMENT

This LEASE AGREEMENT ("Agreement") is effective as of _____, 202__ ("Effective Date"), and is made by and between City of Lindsay ("Owner"), and Community Services and Employment Training ("Lessee"), on the terms and conditions set forth below.

1. Lease.

1.1 Property. Owner is the simple owner of certain real property located at 911 North Parkside, Lindsay, California 93247. The subject property to be leased by Owner to Lessee is included as Exhibit 1 of this Agreement and shall be described as the South Room of 1,594 square feet, Kitchen of 80 square feet, Office of 208 square feet, Men's restroom of 101 square feet, Women's restroom of 101 square feet, and Hallways of 33 square feet of the City of Lindsay Community Center (the "Property" or the "Premises"). Owner hereby leases to Lessee and Lessee hereby leases the Property from Owner, on the terms and conditions set forth in this Agreement.

1.2 Existing Lease Agreement. The Property is subject to conditions set forth within an existing lease agreement between the City of Lindsay and the Porterville Sheltered Workshop ("PSW") which is included as Exhibit 2 of this Agreement. Lessee hereby acknowledges that they have received a copy of the existing lease agreement and all related attachments between the City of Lindsay and PSW for the subject property to be leased by Owner to PSW described within Exhibit 1 of this Agreement as the North Room of 806 square feet, Storage Room of 66 square feet, Office of 192 square feet, Men's restroom of 101 square feet, Women's restroom of 101 square feet, and Hallways of 33 square feet of the City of Lindsay Community Center (the "Property" or the "Premises").

2. Terms.

2.1 Original Term. The term of this Agreement and the Leasehold Estate (the "Original Term") shall commence on the Effective Date and continue until the one (1) year anniversary of the Effective Date, unless extended as provided herein.

2.2 Renewal Term. Provided Lessee is not in default under this Agreement, Lessee shall have the option, in its sole discretion, to extend and renew the term of this Agreement for one (1) additional year with the approval of the Owner. Lessee may exercise such options by written notice delivered to Owner no later than sixty (60) days prior to the expiration of the Original Term or the then-existing Renewal Term, as applicable.

3. Rent.

3.1 Original Term Rent. In consideration of the rights granted to Lessee in this Agreement, Owner shall rent the Property to Lessee for one (\$1.00) dollar commencing on the Effective Date and continuing until the end of the Original Term, unless this Agreement is sooner terminated. Lessee shall pay Owner one dollar (\$1.00) rent during the Original Term until the termination or expiration of this Lease Agreement.

3.2 Renewal Term Rent. If Lessee exercises its right to renew the term of this Agreement for any Renewal Term, this rent amount shall remain the same at one dollar and zero cents, \$1.00, beginning and effective on the start date of the Renewal Term.

4. Development and Operation.

4.1 Lessee Responsibility. Lessee agrees to comply with all municipal, county, state, and federal law.

4.2 Grant of Lease. Owner grants to Lessee a License ("the License") to perform the following acts on the Property. Lessee shall have access to a portion of the community room (southeast room, south of the foldable divider) for the purpose of Senior Programs at a minimum Monday through Friday or each week between the hours of 8:30 a.m. and 2:30 p.m. Lessee can expand the hours for Senior Programs. In the event that the outside temperature reaches one hundred and five (105) degrees the hours of operation must be extended to 5:00 p.m. to act as a cooling center. . Lessee shall provide regular senior citizen meal programs, in compliance with California Department of Aging food service guidelines, County Environmental Health and services commensurate with services provided elsewhere in the Kings/Tulare Area Agency on Aging (KTAAA) service area. Lessee shall also offer senior services programs in conjunction with the senior meal program. Lessee will be permitted to utilize other Property spaces, such as kitchen area, on occasion and for large special events in support of senior programs. Advanced notification shall be submitted to the Owner for approval a minimum of sixty (60) days prior to use. Lessee shall be permitted to utilize an office at the Property that may be secured. The office shall be the southwest office space. Lessee shall secure the office and shall provide a key to the Owner as requested. Lessee is responsible for the cleanliness of all areas utilized for senior citizen meals and programs. The Owner shall ensure that if the facility is utilized outside of the Lessee hours, the facility will be cleaned prior to the next Lessee senior program. The Property shall be utilized by Lessee for the purpose of senior meal and additional Lessee senior programs and shall not be utilized as a Lessee community office. The Owner shall perform annual building inspections of the Property.

4.3 Incidental Right and Obligations. Lessee shall have full and exclusive management authority over the program areas during the times of program use and shall assume full responsibility for the timely cleaning of all areas used. Lessee shall be permitted to install telephone services and assume all responsibility for installation, control of use, and service cost. Lessee will be responsible for non-permanent interior modifications to accommodate their programs. The Owner shall provide facility management oversight, routine building and grounds maintenance, and schedule use of the building outside of the Lessee operational hours. The Owner shall schedule all activities in the Center aside from Lessee's daily 8:30 a.m. to 2:30 p.m. usage and will notify Lessee of the schedule. The Owner, Lessee, and other users of the facility shall meet semi-annually to address any concerns and coordinate schedules and programmed use for the next six (6) months.

4.4 Ownership of Improvements. Lessee can request to make improvements to the property with sixty (60) days notice. Following the expiration of all terms, Owner shall become the sole owner of all right, title, and interest in and to the Improvements, however, Owner shall have the right to demand Lessee to return the Property to its original condition at Lessee's sole expense.

5. Insurance Requirements.

5.1 Commercial General Liability. Lessee shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than five million dollars (\$2,000,000) per occurrence for bodily injury, personal

injury, and property damage, and sexual abuse and molestation coverage including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Lessee's general liability policies shall be primary and shall not seek contribution from the Owner's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that Owner and its officers, officials, employees, and agents shall be additional insureds under such policies. Any failure to comply with reporting provisions of the policies by Lessee shall not affect coverage provided the Owner. Coverage shall state that Lessee insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage shall contain a waiver of subrogation in favor of the Owner.

5.2 Property insurance. Against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

5.3 Workers' Compensation and Employers' Liability- Statutory. Lessee shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Lessee shall submit to Owner, along with the certificate of insurance, a waiver of subrogation endorsement in favor of Owner, its officers, agents, employees, and volunteers.

5.4 All Coverages. Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the Owner, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the Owner. Evidence of Insurance - Prior to commencement of work, the Lessee shall furnish the Owner with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Lessee must agree to provide complete, certified copies of all required insurance policies if requested by the Owner. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an A.M. Best rating of A- VII or higher. Subcontractors and Consultants - A category of risk and the applicable insurance requirements will be determined on a "per subcontractor" or "per consultant" basis, considering the particular work to be done by the subcontractor or consultant and the interrelationship of that work to other work being conducted by the Lessee.

6. Taxes. Owner shall be responsible for, and shall timely pay before the same become delinquent, all taxes, assessments, or other governmental charges that are imposed on, or arise in connection with, the Property. Lessee shall be responsible for all other tax created by lessee's activity on the Property.

7. Utilities. Lessee agrees to pay all utilities supplied to the Premises including but not limited to water, wastewater, gas, electricity, refuse, and all other utilities used by Lessee. Owner shall not be liable in damages or otherwise for any failure or interruption of any utility service being furnished to the Premises. No such failure or interruption shall entitle Lessee to terminate this Lease, unless such failure or interruption persists for an unreasonable period, without cure.

8. Utilities not belonging to Lessee. The Property is subject to conditions set forth within an existing lease agreement between the City of Lindsay and the Porterville Sheltered Workshop (PSW). Per the terms of their Agreement, PSW shall pay directly for all utilities supplied to the Premises, including but not limited to charges for water, sewer, gas, electricity, security, cleaning, and other services and utilities used by PSW on the leased Premises only. Lessee is hereby granted authorization by Owner to work directly with PSW to determine the appropriate cost sharing for all shared utilities supplied to the Property, if any.

9. Maintenance. In the event Lessee fails to maintain the Premises in good order, condition and repair, Owner shall give Lessee notice to do such acts as are reasonably required to maintain the Premises. In the event Lessee fails promptly to commence such work or diligently prosecute the same to completion, Owner may but is not obligated to do such acts and expend such funds at the expense of Lessee as are reasonably required to perform such work. Any amount so expended by Owner shall be paid by Lessee promptly after demand. Lessee shall keep the leased area in a clean or orderly condition and shall repair any damage that occurs due to the use of the property.

10. Indemnity. The Lessee agrees to defend and indemnify the Owner for any liability stemming from any adverse judgment or settlement against the Owner in connection with any activity performed or allowed by the Lessee at the Property, specifically the Lessee shall indemnify the Owner against all liability, claims, demands, losses, damages, costs, charges, and expenses, including reasonable attorney's fees, that the Owner may in any way sustain, incur or become liable for in consequence of any activities performed or allowed by the Lessee at the Property. If the Lessee fails to defend and indemnify as set forth in this Agreement, the Owner may bring a separate suit against the Lessee for failure to do so and immediately terminate the lease agreement. For purposes of any such potential suit the Lessee hereby waives any and all applicable statutes of limitations applicable to indemnity claims arising in connection with prosecution of a lawsuit and the party's rights and obligations for indemnity shall flow from this written agreement.

11. Default: Termination.

11.1 Notice and Cure. In the event of an alleged breach or default by either party of any representation, warranty, or obligation under this Agreement, the non-defaulting party shall provide the defaulting party with a reasonably-detailed written notice of such default and a thirty (30) day opportunity to cure such default; provided, however, that if curing the default will reasonably take longer than the said thirty (30) day time period, the defaulting party shall have such time period reasonably necessary to cure such default, provided that the defaulting party commences to cure the default within the initial thirty (30) day period. Following the application of the foregoing notice and cure requirements, the non-defaulting party may terminate this Agreement and/or exercise any other rights or remedies available to it at law or in equity; provided, however, that the non-defaulting party shall use commercially reasonable efforts to mitigate its damages arising from such default.

11.2 Termination. Notwithstanding any provision of this Agreement to the contrary, Lessee may terminate this Agreement at any time by written notice to Owner; provided, however, that any notice of termination following the Operations Date shall not be effective until sixty (60) days following Owner's receipt of such notice. In the event this Agreement is terminated by Lessee in accordance with this section, Owner authorizes Lessee to execute and record a notice of termination evidencing such termination.

12. Assignment and Sublease. Lessee shall not voluntarily or by operation of law assign, transfer, mortgage otherwise encumber all or any part of Lessee's interest in this Lease or in the Premises, and shall not sublet or license all or any part of the Premises, without the prior written consent of Owner in each instance, with such consent not being unreasonably withheld and any attempted assignment, transfer, mortgage, encumbrance, subletting or license without such consent shall be wholly void. Lessee may assign this Lease to any parent company, subsidiary or sister company, or closely related entity of Lessee and/or its owners ("Related Party Assignment"). In any such event of a Related Party Assignment, Lessee shall inform Owner, provide Owner with the Related Party Assignment documents for Owner to acknowledge Owner's receipt of same and Owner shall promptly acknowledge the receipt of the Related Party Assignment and return a copy thereof to Lessee. In no event shall Owner withhold its acknowledgement or otherwise try to interfere with any such Related Party Assignment.

13. Miscellaneous.

13.1 Entire Agreement. This Agreement, together with its attached exhibits, which are incorporated into this Agreement by this reference, contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes any other agreement or understanding, all of which shall be of no force or effect. No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by each of the parties hereto. The terms and conditions of this Agreement are not to be construed more liberally in favor of, or more strictly against, either party to this Agreement. The use of the neuter gender includes the masculine and feminine, and the singular number includes the plural, and vice versa, whenever the context so requires. The terms "include", "includes" and "including", as used herein, are without limitation. Captions and headings used herein are for convenience of reference only and do not define, limit, or otherwise affect the scope, meaning, or intent hereof.

13.2 Governing Law. The terms and provisions of this Agreement shall be interpreted in accordance with the laws of the state in which the Premises is located without reference to the choice of law principles of such state or any other state.

13.3 Legal Counsel and Advice. Each party to this Agreement has had the opportunity to consult with legal counsel and other advisors of its own choosing prior to executing this Agreement.

13.4 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon Owner and Lessee, any Assignee, and each of their respective heirs, transferees, successors, and assigns. References to Lessee in this Agreement shall be deemed to include Assignees that hold a direct ownership interest in this Agreement.

13.5 Notices. All notices or other communications required or permitted hereunder, including payments to Owner, shall be in writing, and shall be personally delivered, delivered by reputable overnight courier, or sent by registered or certified mail, return receipt requested and postage prepaid, to the addresses set forth on the signature page of this Agreement. Notices personally delivered shall be deemed given the day so delivered. Notices given by overnight courier shall be deemed given on the first business day following the mailing date. Notices mailed as provided herein shall be deemed given on the third business day following the mailing date. Any party may change its address for purposes of this subsection by giving written notice of such change to the other party in the manner provided in this subsection.

13.6 Choice of Law. The Property is located in the County of Tulare, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Agreement. Tulare County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement. Both parties hereby waive any rights they may possess under Section 394 of the Code of Civil Procedure to transfer to a neutral county or other venue any action arising out of this Agreement.

13.7 Mediation. Should a dispute arise between any of the parties, the dispute will be submitted to mediation before litigation. Any party may start the process by giving written notice to the other party. The mediator will be selected and mediation conducted through the California Mediation Rules and Procedures, or with the mutual consent of the parties, by another mediation organization or mediator. The mediation will be confidential in accordance with California Evidence Code 1152.5 and the parties will equally bear the mediation costs.

IN WITNESS WHEREOF, the parties execute this Agreement effective as of the Effective Date.

OWNER:

LESSEE:

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

Mary Alice Escarsega-Fechner
Community Services and Employment
Training, Inc.

Address for Payment and Notices:

Address for Payment and Notices:

251 E. Honolulu St.
Lindsay, CA 93247
(559)562-7102

312 NW 3rd Ave.
Visalia, CA. 93291
(559)732-4194

EXHIBIT 1 PROPERTY/PREMISES

APN: 201-230-039

For Sole Use by Lessee:

South Room	1594 sq. ft.
Kitchen	80 sq. ft.
Office	208 sq. ft.

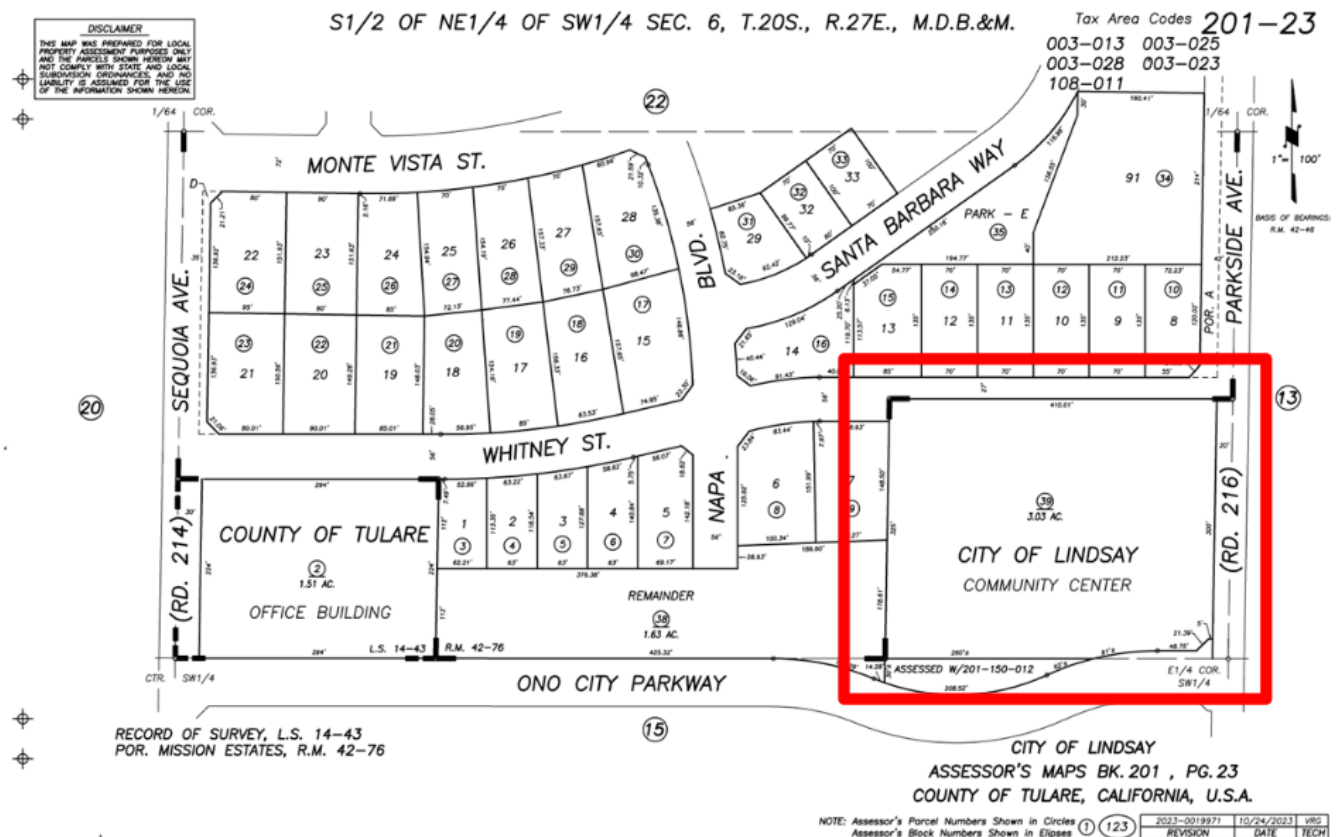
For Shared Use by Lessee and Porterville Sheltered Workshop:

Men's Restroom	101 sq. ft.
Women's Restroom	101 sq. ft.
Hallways	33 sq. ft.

For Sole Use by Porterville Sheltered Workshop:

North Room	806 sq. ft.
Storage Room	66 sq. ft.
Office	192 sq. ft.

PHOTO/MAP OF PROPERTY



LEASE AGREEMENT

BETWEEN THE

CITY OF LINDSAY AND THE PORTERVILLE SHELTERED WORKSHOP (PSW)

This Lease Agreement (the "Lease") is made and entered into this 1st day of April, 2018 by and between the **CITY OF LINDSAY**, a California chartered municipal governmental entity ("Landlord") and the **PORTEVILLE SHELTERED WORKSHOP, INC.**, a California Corporation ("Tenant") also known as **PSW**.

WHEREAS, the City of Lindsay finds that the Tenant provides a valuable and meaningful service to the community by providing services to over 600 developmentally disabled adults in Southern Tulare County in over ten different programs and at four different facilities; and

WHEREAS, Landlord is the owner of that certain building referred to as the Lindsay Strathmore Community Center, which is situated in Lindsay, California, and commonly known and numbered as 911 Parkside Avenue, Lindsay, CA 93247. (hereinafter referred to as the "Premises")

WHEREAS, Landlord desires to lease the North Assembly room of said Premises, and the remainder of said building inasmuch as it is not being used or occupied by seniors, to Tenant for the purpose of continuing to serve the community and the developmentally disabled in Southern Tulare County from Landlord for term, at the rental and upon the covenants, conditions, and provisions set forth herein.

THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, it is agreed:

1. **Term.**

A. **Term.** Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the same from Landlord, for a "Second Term" of ten (10) years beginning on or about April 1, 2018 and ending March 31, 2028. The initial term of this lease began on April 1, 2008 for a period of ten (10) years.

Landlord shall use its best efforts to provide Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

B. **Renewal Term.** Tenant may renew the Lease for an extended and successive term of five (5) years provided Tenant is not, at the date of such election, in default hereunder of such a nature as would allow Landlord to terminate the Lease. Tenant shall exercise such renewal option, if at all, by giving written notice to Landlord not less than six (6) months prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

C. **Holding Over.** In the event that Tenant holds over after the termination of this Lease agreement, if not extended, such holding over shall be deemed to be a year-to-year tenancy at the same rental terms discussed below, and under the same terms, covenants and conditions, as herein contained, in a manner provided by law.

D. **Termination.** In the event that Tenant's use of the premises continues to be unprofitable for an extended length of time, Tenant may terminate this lease without penalty by giving 90 days written notice to Landlord.

2. Premises.

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises, for the term, at the rental, and upon all of the terms, conditions, and covenants set forth in this Lease. Landlord shall deliver Premises to Tenant in such condition that Tenant may immediately occupy and begin to use said Premises for the stated purpose. Tenant agrees, when seniors are using other portions of the building, to confine its activities to the unoccupied portions of the building so as not to unduly interfere with the programs and activities of the seniors; otherwise, when seniors are not present, Tenant is free to utilize the entire building for its stated purposes and activities.

Tenant also agrees, as partial consideration for this lease agreement, to make the North Assembly room and parking area of the premises available to public service groups, and religious and fraternal organizations within the community of Lindsay or adjacent thereto, for meetings and other activities or events, when such facilities are not in use or required by the Tenant. Tenant agrees to make said facilities available to organizations to the extent such groups are utilizing the facilities for non-profit purposes.

At the discretion of the Landlord, the facilities may be made available for fund raising, weddings, or other revenue producing events at times that will not interfere with Tenant's normal operations. Organizations and groups utilizing facilities will purchase adequate insurance and employ bonded security services at their own expense as required. The Landlord may charge any group the cost of repairs and/or rehabilitation of facilities damaged while in use by said group, and Tenant shall not be responsible for any damage done to the premises by any such group using the premises. Any repairs required because of damage done by any third party using the building shall be the responsibility of the Landlord.

Tenant understands and expressly agrees that no personal property is included with the Premises, and also that the building is rented "as is" and that no representations are made, express or implied, with respect to the physical condition of the building, and that the Tenant was given an opportunity to physically inspect the building prior to entering into this lease agreement.

3. Rental.

A. **Janitorial Services and General Maintenance in lieu of Rental Payments.**

1. In lieu of making rental payments to Landlord, Tenant agrees to assume full responsibility and cost for all janitorial and maintenance services at the Premises, and to provide all general maintenance and upkeep at the Premises, so as to keep the Premises at all times in a state of repair and cleanliness at least comparable to that at the time Tenant began its occupancy, including keeping the Premises, together with all entrances and exits thereto, free from trash, rubbish, debris, litter, paper and other refuse. Tenant shall also, at its own expense, repair and maintain the parking lots and the interior of said structure, which includes walls, flooring, counters, cabinets, etc. However, Tenant shall not be required to place the premises in any better condition than it is in at the signing of this agreement. It is agreed that the parking lot is damaged and in need of repair, and the Tenant shall not be required to make any repairs to the parking lot or building beyond that necessary to maintain it in its current condition at the signing of this agreement. In general, Tenant shall be responsible for all aesthetic items, including the buildings general landscaping; Landlord shall be responsible for all structural items, including roofing.
2. Tenant shall supply all necessary janitorial and general maintenance supplies. Landlord shall supply all paper goods supplies for the facility.

4. Warranty of Title.

Landlord represents and warrants that:

- (a) Landlord has title to the Premises and has full right and power to grant the estate demised and to execute and perform this Lease agreement;
- (b) The Premises is now and will remain free and clear of all encumbrances which could adversely affect Tenant's leasehold estate;

- (c) The intended use of the Premises is permitted by all applicable laws and regulations; and
- (d) The Premises comply with all applicable ordinances, regulations, zoning, and other laws.

5. Use; Waste; Nuisance.

Tenant shall use and occupy the Premises for purposes of their approved programs and services, and the transporting of clients, baggage, and package express, or any other use lawful incidental thereto, which does not create waste or nuisance. Landlord acknowledges that Tenant's proposed use of the Premises for its operations does not constitute a nuisance. Tenant shall also have the right to ingress and egress to and from the Premises and shall not be restricted in the operation of its motorbuses to and from the Premises. Notwithstanding the forgoing, Tenant shall not use the Building for the purposes of storing, manufacturing or selling any explosives, flammables, or other inherently dangerous substance, chemical, thing, or device. Tenant shall also avoid committing or allowing waste to be committed on the Premises.

6. Sublease and Assignment.

Tenant shall not assign this lease or sublet any portion of the Premises without prior written consent of the Landlord. Any such assignment or subletting without consent shall be void and, at the option of the Landlord, may terminate this lease.

7. Alterations and Improvements.

Tenant shall not make any alterations, additions, or improvements, in, to or, about the Premises without the prior written consent of Landlord. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that Tenant shall repair all damage to the Leased Premises, caused by such removal, at

Tenant's expense. All alterations, additions, and improvements made by Tenant shall, at the expiration of the lease, become the property of the Landlord and remain upon and be surrendered by Tenant with the Premises.

8. Property Taxes.

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

9. Insurance.

- A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.
- B. Tenant shall secure and maintain throughout the term of this lease agreement, at its own expense, property insurance, and shall provide LANDLORD with a certificate of insurance, with Landlord named as additional insured, in such amounts as Landlord shall deem appropriate, but not exceeding the value of the building on the premises. Tenant shall also be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.
- C. Tenant shall also, at its own expense, maintain a policy or policies of public liability, property damage and comprehensive general liability insurance with respect to its respective activities on the Premises with the premiums thereon fully paid on or before due date, issued by and binding

upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,500,000 combined single limit coverage, per occurrence, for bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies, and Tenant shall provide Landlord with current Certificates of Insurance Evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises.

10. Utilities.

Tenant shall pay directly for all utilities supplies to Premises, including but not limited to charges for water, sewer, gas, electricity, security, cleaning, and other services and utilities used by Tenant on the Leased Premises during the term of this Lease. In the event that any utility or service provided to the Leased Premises is not separately metered, Landlord shall pay the amount due and separately invoice Tenant for Tenant's pro rata share of the charges. Tenant shall pay such amounts within thirty (30) days of invoice.

11. Signs.

Upon obtaining all necessary City permits, Tenant shall have the right to place on the Leased Premises, signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive, or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Tenant shall be responsible for all costs associated with the preparation, application/submittal to City for review and approval, permitting, construction, installation and maintain of all Tenant signage, and repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

12. Entry.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

13. Damage and Destruction.

Subject to Section 9.A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Tenant agrees to promptly repair such damage at the cost of the Tenant, except that if the damage is caused by any third party using the premises with the permission of Landlord it shall be repaired by Landlord as set forth above. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord.

14.1 Default; Breach; Remedies.

The occurrence of any of the following events constitutes a material default of this Lease by Tenant:

- (a) The failure by Tenant to perform its duties, as outlined in Section 3 of this lease, where the failure continues for a period of twenty (20) days after Tenant receives notice thereof from Landlord.
- (b) The failure of Tenant to observe or perform any of the covenants, conditions, or provisions of this Lease, other than those described in subparagraph (a) above, where the failure continues for a period of thirty (30) days after Tenant receives notice thereof from Landlord; provided, however, that if the nature of

the Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within the thirty (30) day period and thereafter diligently completes the cure.

- (c) The making by Tenant of any general assignment or general arrangement for the benefit of creditors' the filing by Tenant of a petition to have Tenant adjudged a bankrupt; the judicial declaration of Tenant as bankrupt.
- (d) The appointment of a trustee or receiver to take possession of substantially all Tenants' assets located at the Premises or of Tenant's interest in this Lease, if possession is not restored to Tenant within thirty (30) days.
- (e) The attachment, execution, or other judicial seizure of substantially all Tenant's assets located at the Premises or of Tenant's interest in this Lease, if the seizure is not discharged within thirty (30) days.

14.2 Remedies Upon Tenant's Default.

In the event of any such material default by Tenant, Landlord may, after giving notice as provided above, enter into the Premises, remove Tenant's property and take and hold possession of the Premises and expel Tenant and pursue those remedies available to Landlord under the laws of the state of California. It is agreed that since Tenant is not paying any money as rent, if Tenant breaches this agreement in a material way and Landlord terminates the tenancy pursuant to this section, Landlord shall not be entitled to any damages for loss of rent.

14.3 Default by Landlord.

Landlord shall not be in default unless Landlord fails to perform any covenants, terms, provisions, agreements, or obligations required of it within a reasonable time, but in no event later than thirty (30) days after notice by Tenant to Landlord; provided that if the nature of Landlord's obligation is such that more than thirty (30) days are reasonably required for performance, then Landlord shall not be in default if Landlord commences performance within the thirty (30) day period and thereafter diligently completes performance.

14.4 Remedies upon Landlord's Default.

If Landlord defaults in the performance of any of the obligations or conditions required to be performed under this Lease, Tenant may, after giving notice as provided above, elect to terminate this Lease upon giving 30 days' notice to Landlord of its intention to do so. In that event, this Lease shall terminate upon the date specified in the notice, unless Landlord has meanwhile cured the default. In the event that any representations and warranties set forth in this Lease shall cease to be the case, and if Landlord shall have failed to commence to cure within sixty (60) days after notice from Tenant and thereafter diligently completes the cure of the same, then, except as specifically provided elsewhere in this Lease, Tenant shall have the right to terminate this Lease upon notice to Landlord. Tenant may also pursue those remedies available to it under the laws of the State of California.

15. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease, excepting the use of space by the seniors discussed above in Section 2. Tenant agrees to peaceably surrender possession of the Premises to the Landlord upon termination of this lease agreement, and to return said Premises to Landlord in as good condition as when received, reasonably wear and tear and damage from the elements excepted and excepting so much of said Premises as may be injured or destroyed by fire, earthquake or other casualty.

16. Condemnation.

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the

condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

17. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

CITY OF LINDSAY

251 Honolulu Street Lindsay,
CA 93274

If to Tenant to:

PORTERVILLE SHELTERED WORKSHOP (PSW)

194 W. Poplar Ave
Porterville, California 93257

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

18. Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

19. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

20. Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

21. Attorney's Fees.

In case suit should be brought for recovery of the premises or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fees.

22. Compliance with Law.

Tenant shall comply with all laws, orders, ordinances, and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

23. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. Only a further writing that is duly executed by both parties may modify this Agreement.

24. Indemnification.

Tenant agrees to indemnify, defend, and hold Landlord, and its councilpersons, officers, agents, volunteers, and employees, free and harmless from any and all liabilities, claims, demands, actions, losses, damages, and costs, including all costs of defense thereof, caused by, arising out of, or in any way related to Tenant's use or occupancy of the Premises, or occurring on the Premises during the term of this Lease agreement or any time of occupancy of the Premises by Tenant, including claims, liabilities, and actions based upon nuisance or inverse condemnation. Upon demand, Tenant shall, at its own expense, defend Landlord, and its Councilpersons, officers, agents, volunteers, and employees, against any and all such liabilities, claims, demands, actions, losses, damages, and costs.

Landlord agrees to indemnify, defend, and hold Tenant, and its Board of Directors, officers, agents, volunteers, and employees, free and harmless from any and all liabilities, claims, demands, actions, losses, damages, and costs, including all costs of defense thereof, caused by, arising out of, or in any way related to the use or occupancy of the Premises by any third party with Landlord's permission, or occurring on the Premises during the term of this Lease agreement or any time of occupancy of the Premises by any third party with Landlord's permission, including claims, liabilities, and actions based upon nuisance or inverse condemnation. Upon demand, Landlord shall, at its own expense, defend Tenant, and its Board of Directors, officers, agents, volunteers, and employees, against any and all such liabilities, claims, demands, actions, losses, damages, and costs.

25. Governing Law.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of California.

26. Election of Venue.

The parties hereto agree and elect the Superior Court, in and for the County of Tulare, as the venue in which any action shall be filed regarding potential disputes arising under this agreement.

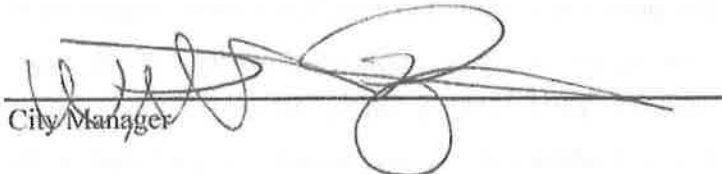
27. **Bilateral Termination.**

The parties hereto may terminate this lease agreement at any time by mutual agreement in writing.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

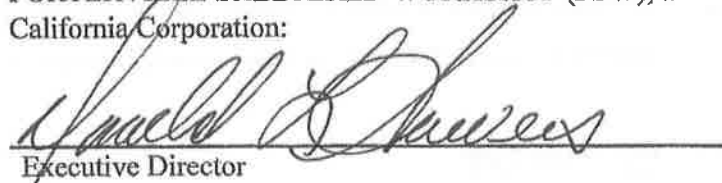
DATE: March 28, 2018

CITY OF LINDSAY, a Municipal Corporation:



City Manager

PORTERVILLE SHELTERED WORKSHOP (PSW), a
California Corporation:



Executive Director

ATTEST:

By: _____
City Clerk