



CITY COUNCIL REGULAR MEETING (Teleconferenced)

**October 13, 2020
MINUTES**

COUNCIL MEMBERS PRESENT:

Reynosa, Launer, Thusu, Longoria

COUNCIL MEMBERS ABSENT:

Morales

STAFF MEMBERS PRESENT:

Avila, Barkley, James, Jenner, Hurtado, Moreno, Patlan, Popovich, Thompson, Watts; Others Present: Karl Schoettler

1. OPENING CEREMONIES

1.1. Welcome and Roll Call

Mayor Thusu called the meeting to order at 6:30 pm.

City Clerk Barkley called roll for the City Council and staff as the meeting was teleconferenced.

1.2. Invocation

The invocation was led by City Clerk Barkley.

1.3. Pledge of Allegiance

The pledge of allegiance was led by Chief Thompson.

2. AGENDA CHANGES OR DELETIONS

To better accommodate members of the public or convenience in the order of presentation, items on the agenda may not be presented or acted upon in the order listed. Additions to Agenda may be added only pursuant to California Government Code section 54956.8.

City Attorney Jenner requested that item 7.1. may have an error in the acreage cited on the agenda may be 15 acres instead of 150 acres, and it needs to be changed prior to the Council taking formal action.

3. REQUEST TO ADDRESS COUNCIL - Pursuant to Governor Newsom's Executive Order N-25-20, the meeting will be held via teleconference. Information will be provided on the City's website at dinuba.org under the

Meeting Agendas tab. Those wishing to correspond with the City Council, may do so at info@dinuba.ca.gov by 5:00 pm on the day of the meeting. Please submit comments concerning public hearing items via the same email address.

This portion of the meeting is reserved for any person who would like to address the Council on any item that is not on the agenda. Please be advised that State law does not allow the City Council to discuss or take any action on any issue not on the agenda. The City Council may direct staff to follow up on such item(s). Speakers are limited to three (3) minutes. If there is any person wishing to address the City Council at this time please approach the podium and state your name and nature of the request.

None.

4. CONSENT CALENDAR

Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, a member of the audience or a Council Member may request an item be removed from the Consent Calendar and it will be considered separately.

4.1. SUBJECT

Resolution No. 2020-60 Authorizing Submittal of an application for Permanent Local Housing Program Funds for Phase II of the Sierra Village Apartment Project (IH)

RECOMMENDATION

Council to adopt Resolution No. 2020-60 approving submittal of a \$3.0 million grant application for Permanent Local Housing (PLHA) Program funds and authorize the City Manager or designee to execute any related documents.

4.2. SUBJECT

Resolution No. 2020-61 Approving a FY 2020/21 Budget Amendment to fund Amendment No. 2 to Consulting Services Agreement with Adams Ashby Group (IH)

RECOMMENDATION

Council by one motion adopts Resolution No. 2020-61:

1. Approving Amendment No. 2 to the consulting agreement with the Adams Ashby Group; and,
2. Approving Budget Amendment 2020-04 amending the FY 2020/21 budget in the amount of \$54,000 for consulting services provided by Adams Ashby Group in connection with the North Dinuba Infrastructure Project.

4.3. SUBJECT

Appointment of Larry Roberts to the Delta Vector Control District Board (LB)

RECOMMENDATION

Council approve the reappointment of Larry Roberts to the Delta Vector Control District Board for a term of two (2) years.

4.4. SUBJECT

Approval of Real Property Purchase and Sale Agreement between the City of Dinuba and Northwind Partners, LP (DJ)

RECOMMENDATION

Council to approve a Real Property Purchase and Sale Agreement for (APNs: 017-040-020, 017-040-024, 017-040-034) between the City of Dinuba and Northwind Partners, LP.

4.5. SUBJECT

Resolution No. 2020-65 Authorizing Application for 2020 CalHOME Program Funding (IH)

RECOMMENDATION

Council to adopt Resolution No. 2020-65 authorizing the submittal of a 2020 grant application to the California Department of Housing and Community Development for \$663,750 under the CalHome Program, and authorize the City Manager or designee to execute the required standard agreement and related program documents.

4.6. SUBJECT

Service Agreement with Self Help Enterprises for the CARES Act funded Business Assistance Grant Program (IH)

RECOMMENDATION

Council to approve Subrecipient Agreement with Self Help Enterprise for the implementation of a Business Assistance Program in response to the COVID-19 pandemic and authorize the City Manager or designee to execute the agreement.

4.7. SUBJECT

City Council Meeting Minutes, September 22, 2020 (LB)

RECOMMENDATION

Council to review and approve city Council meeting minutes as presented.

A motion was made by Council Member Launer, second by Council Member Reynosa, to approve the consent calendar as presented.

Ayes: Launer, Longoria, Reynosa, Thusu
Absent: Morales

5. WARRANT REGISTER

5.1. SUBJECT

Warrant Register September 22; October 2 & 9, 2020 (MM)

RECOMMENDATION

Council to review and approve the warrant register as presented.

A motion was made by Council Member Launer, second by Vice Mayor Longoria, to approve the warrant register as presented.

Ayes: Launer, Longoria, Reynosa, Thusu

Absent: Morales

6. PUBLIC HEARING

6.1. SUBJECT

Resolution No. 2020-58 for the 2020 Citizens Option for Public Safety (COPS) Grant (DP)

RECOMMENDATION

Council conduct a public hearing and following the hearing adopt Resolution No. 2020-58 authorizing expenditure of the 2020 Citizens Option for Public Safety (COPS) Grant funds in the amount of \$100,000.

Chief Popovich requested that the Mayor open a public hearing in regard to the expenditure of 2020 Citizens Option for Public Safety grant funds.

Mayor Thusu opened the hearing. No comments from the public were brought forward. Mayor Thusu closed the hearing.

A motion was made by Vice Mayor Longoria, second by Council Member Launer, adopt Resolution No. 2020-58 authorizing expenditure of the 2020 Citizens Option for Public Safety (COPS) Grant funds in the amount of \$100,000.

Ayes: Launer, Longoria, Reynosa, Thusu

Absent: Morales

6.2. SUBJECT

Initiation of Annexation of 8.5-acres Along North Side of East El Monte Way (IH)

RECOMMENDATION

It is recommended the City Council conduct a public hearing and:

1. Approve Resolution No. 2020-62 adopting a Negative Declaration as the environmental finding for the action.
2. Adopt Resolution No. 2020-63 approving a General Plan amendment for a portion of the site.
3. Introduce and conduct the first reading, waive reading in full, of the Ordinance No. 2020-04 amending the City of Dinuba Zoning Map to "Community Commercial" (C-3) for the subject site.
3. Adopt Resolution No. 2020-64 initiating a reorganization to annex the site into the City of Dinuba and detach it from County Service Area No. 1 and the Kings River Conservation District.

Consultant Karl Schoettler presented the item for Council's consideration. He requested the Mayor open a public hearing to gather testimony from the public regarding the subject.

Mayor Thusu opened the hearing but no comments from the public were brought forward. Mayor Thusu closed the hearing.

A motion was made by Council Member Launer, second by Vice Mayor Longoria, Adopt Resolution No. 2020-62 adopting a Negative Declaration as the environmental finding for the action; adopt Resolution No. 2020-63 approving a General Plan Amendment for a portion of the site; adopt Resolution No. 2020-64 initiating a reorganization to annex the site into the City of Dinuba and detach it from County Service Area No. 1 and the Kings River Conservation District; and, introduce and conduct the first reading of Ordinance 2020-04 amending the City of Dinuba Zoning Map to "Community Commercial" (C-3) for the subject site.

Ayes: Launer, Longoria, Reynosa, Thusu
Absent: Morales

7. DEPARTMENT REPORTS

7.1. SUBJECT

Approve Agricultural Lease Agreement for certain City-owned property (IH)

RECOMMENDATION

Council to approve an Agricultural Lease Agreement with Luis Amezcua to dry farm 150 acres of City-owned property located in the City's Industrial Park and authorize the City Manager or designee to execute the lease agreement.

Business Manager Avila presented the report to the City Council for consideration. He clarified that the acreage noted earlier by Attorney Jenner is in fact 150 acres and not 15 acres. Avila reported the proposed lease agreement is for a term ending June 30, 2021, allowing the acreage to be dry farmed but allow the property to remain for sale. Avila requested that the Council authorize the Agricultural Lease Agreement with Luis Amezcua in order to dry farm city-owned property and authorize the City Manager or designee to execute the lease

agreement.

A motion was made by Vice Mayor Longoria, second by Council Member Reynosa, to approve an Agricultural Lease Agreement with Luis Amezcua to dry farm 150 acres of city-owned property located in the City's Industrial Park and authorize the City Manager or designee to execute the lease agreement.

Ayes: Launer, Longoria, Reynosa, Thusu

Absent: Morales

7.2. SUBJECT

Award of Contract for the Dinuba Police Department Parking Lot Expansion Project (JW)

RECOMMENDATION

Council to award the contract for the Dinuba Police Department Parking Lot Expansion Project to JT2 Inc. dba Todd Companies in the amount of \$439,227.00, and authorize the City Manager or designee to execute the contract documents.

Engineer Watts presented the report to the City Council and requested the Dinuba police department parking lot expansion project be awarded to JT2, Inc. in the amount of \$439,277 and authorize the City Manager or designee to execute the contract documents.

A motion was made by Council Member Reynosa, second by Council Member Launer, award the contract for the Dinuba Police Department parking lot expansion project to JT2, Inc., dba Todd Companies in the amount of \$439,227.00, and authorize the City Manager or designee to execute the contract documents.

Ayes: Launer, Longoria, Reynosa, Thusu

Absent: Morales

8. MAYOR/COUNCIL REPORTS

Mayor Thusu, Vice Mayor Longoria and Council Member Launer said they participated in the virtual League of California Cities Annual Conference. Mayor Thusu reported there was no quorum to vote on the sole resolution presented at the conference.

Council Member Reynosa thanked staff for their work in moving the work to the Alta District Historical Society grounds.

9. CITY MANAGER COMMUNICATIONS

City Manager Patlan said staff is working on a presentation concerning the final sales tax numbers and expects to share the information soon. Patlan said he participated in a golf tournament hosted by the United Healthcare Center yesterday and reported that UHC staff said that Dinuba has been one of the best experiences they have had when working with cities.

10. CITY STAFF COMMUNICATIONS

Assistant City Manager James thanked Public Works staff and Code Enforcement

Officer Angie Molina for their work.

City Attorney Jenner thanked Code Enforcement Officer Molina for going above and beyond working with the homeless in turn helping the city and community.

Director Hurtado reported there will be a virtual "Dog Days" costume contest which is being promoted on social media.

Business Manager Avila reported that staff has received word from the State that we can begin the tenant-based rental assistance program.

City Engineer Watts shared that currently there is construction throughout the city.

11. ADJOURNMENT

Mayor Thusu adjourned the meeting at 7:14 pm.



City Council Staff Report

Department: PUBLIC WORKS

October 13, 2020

To: Mayor and City Council

From: Ismael Hernandez, Public Works Director

By: George Avila, Business Manager

Subject: Resolution No. 2020-60 Authorizing Submittal of an application for Permanent Local Housing Program Funds for Phase II of the Sierra Village Apartment Project (IH)

RECOMMENDATION

Council to adopt Resolution No. 2020-60 approving submittal of a \$3.0 million grant application for Permanent Local Housing (PLHA) Program funds and authorize the City Manager or designee to execute any related documents.

EXECUTIVE SUMMARY

The California Department of Housing and Community Development (HCD) released a Notice of Funding Availability (NOFA) for up to \$15 million in Permanent Local Housing Allocation (PLHA) Program to help expand the supply of affordable housing. The City is partnering with Self Help Enterprises to apply for a \$3.0 million PLHA grant to complete Phase II of the Sierra Village Apartments consisting of 64 units. SHE has committed to setting aside nine (9) units for individuals and families experiencing or who are at risk of experiencing homelessness.

OUTSTANDING ISSUES

None.

DISCUSSION

Self Help Enterprises (SHE) of Visalia has been active in providing affordable housing opportunities in Dinuba and throughout Tulare County. SHE recently completed development of Phase I of Sierra Village Apartments consisting of 44 units at the northwest corner of Davis and Crawford. SHE is in the process of pursuing state tax credits and other grant funding to finance Phase II of the project consisting of 64 units, a shared community building and a laundry facility.

One of the potential funding sources that SHE has identified for Phase II is the Permanent Local Housing Allocation (PLHA) Program administered by the California Department of Housing and Community Development (HCD). HCD has made available \$15 million in grant funds to assist in the creation of affordable housing aimed at individuals and families experiencing or who are at risk of becoming homeless. Funding through the PLHA program is competitive.

SHE is seeking to partner with the City of Dinuba to apply for up to \$3 million in PLHA funds for Phase II of the Sierra Village Apartment Project. If successful, SHE has committed to setting aside nine (9) units for individuals and families experiencing homelessness and providing a robust program of on-site resident services, including job training, health and medical services, after school program, financial training and homebuyer education. SHE will also partner with Tulare County to provide on-site behavioral health services, such as mental health, substance abuse, life skills, etc.

The Sierra Village II will provide an opportunity for working individuals and families at or below 60% of the area median income to afford quality multi-family housing. Phase II will mirror the architectural and landscape design of the first

phase, including solar panels and water conservation features. Phase II will include 20 one-bedroom units, 20 two-bedroom units and 24 three-bedroom units for a total of 64 units.

Resolution No. 2020-60 is enclosed herein as Attachment 'A' authorizes the City of Dinuba to submit an application for up to \$3.0 million in Permanent Local Housing Allocation Program funds for the Sierra Village II project.

FISCAL IMPACT

The \$3.0 million in grant funds will be used to help fund Phase II of the Sierra Village Apartment Project.

PUBLIC HEARING

None.

ATTACHMENTS:

[A. Resolution No. 2020-60 PLHA Grant for Sierra Village II](#)

ATTACHMENT 'A'

RESOLUTION NUMBER 2020-60

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA AUTHORIZING THE APPLICATION FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM NON-ENTITLEMENT LOCAL GOVERNMENT COMPETITIVE COMPONENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE PLHA COMPETITIVE COMPONENT PROGRAM APPLICATION AND STANDARD AGREEMENT

A necessary quorum and majority of the council members of the City of Dinuba, a municipality ("Applicant") hereby consents to, adopts and ratifies the following resolution:

- A. WHEREAS, the Department is authorized to provide up to \$15 million under the SB 2 Permanent Local Housing Allocation Program Competitive Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)).
- B. WHEREAS the State of California (the "State"), Department of Housing and Community Development ("Department") issued a Notice of Funding Availability ("NOFA") dated 08/31/2020 under the Permanent Local Housing Allocation (PLHA) Program Competitive Component;
- C. WHEREAS the City of Dinuba is an eligible non-entitlement Local government who has applied for program funds to administer an eligible activity;
- D. WHEREAS the Department may award, subject to selection criteria set forth in PLHA guidelines section 403, funding allocations for applicants recommended for funding, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement and other contracts between the Department and PLHA competitive grant recipients;

NOW THEREFORE BE IT RESOLVED THAT:

- 1. Applicant is authorized to apply for up to \$3,000,000 of competitive PLHA funds. If Applicant is awarded a grant of PLHA funds from the Department pursuant to the above referenced PLHA Competitive Component NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.
- 2. Applicant hereby agrees to use the PLHA funds for the eligible activity for which the Applicant has submitted an application, as set forth in Section 401 of the Guidelines, and as awarded and approved by the Department in accordance with all Program

requirements, Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.

3. Pursuant to Applicant's certification in this resolution, the PLHA funds will be expended only for the eligible Activity for which the Applicant has submitted an application, and consistent with all program requirements.
4. Applicant certifies that, if funds are awarded for the development of new multifamily housing at or below 60 AMI or substantial rehabilitation of multifamily rental housing at or below 60 percent of AMI, Applicant shall comply with Uniform Multifamily Regulations Subchapter 19, Title 25, Division 1, Chapter 7, commencing with Section 8300 and the Multifamily Housing Program Guidelines commencing with Section 7300,;
5. Applicant certifies that, if funds are awarded for the development of an Affordable Rental Housing Development, the Local Government shall make PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the Project, and such loan shall be evidenced through a Promissory Note secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with the Department-approved underwriting of the Project for a term of at least 55 years.
6. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department.
7. Applicant proposes allocation of funds for the awarded activity to Self-Help Enterprises. Applicant certifies that the selection process that resulted in the allocation to Self-Help Enterprises complied with all conflict of interest laws and prohibitions and was accessible to the public throughout the selection process and by request via the Public Records Act.
8. Luis Patlan, City Manager is authorized to execute the PLHA Competitive Component Program Application, the PLHA Competitive Component Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA Competitive Component grant awarded to Applicant, as the Department may deem appropriate.

PASSED AND ADOPTED this ____ day of _____, 20____ by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:

Mayor

ATTEST:

City Clerk



City Council Staff Report

Department: PUBLIC WORKS

October 13, 2020

To: Mayor and City Council

From: Ismael Hernandez, Public Works Director

By: George Avila, Business Manager

Subject: Resolution No. 2020-61 Approving a FY 2020/21 Budget Amendment to fund Amendment No. 2 to Consulting Services Agreement with Adams Ashby Group (IH)

RECOMMENDATION

Council by one motion adopts Resolution No. 2020-61:

1. Approving Amendment No. 2 to the consulting agreement with the Adams Ashby Group; and,
2. Approving Budget Amendment 2020-04 amending the FY 2020/21 budget in the amount of \$54,000 for consulting services provided by Adams Ashby Group in connection with the North Dinuba Infrastructure Project.

EXECUTIVE SUMMARY

The City of Dinuba was recently awarded a \$3.499 million Community Development Block (CDBG) Grant for the North Dinuba Infrastructure Improvements. The City wishes to use the consulting services of Adams Ashby Group to provide grant management services for this grant. Adams Ashby successfully assisted the City with the CDGG grant for the Randle Avenue Improvements Project. A budget amendment is being requested to extend the contract services with Adams Ashby Group for the North Dinuba Infrastructure Improvements Project.

OUTSTANDING ISSUES

None.

DISCUSSION

On February 14, 2017 the City Council awarded a consulting services contract to the Adams Ashby Group for grant management services on the Randle Avenue Improvements Project. The scope of work for that project included general administration and labor compliance tasks as required by federal statutes. Throughout the course of the project, the Adams Ashby Group demonstrated competency, thoroughness and overall provided a high quality product that contributed greatly to the City's successful delivery of the Project. The Adams Ashby group has also been providing invaluable assistance to the City on the Kern Street Storm Drain Project as approved through Amendment Number 1 to their Professional Services Agreement.

More recently, the City was notified that it had been awarded another CDBG in the amount \$3,499,000 for the North Dinuba Infrastructure Improvements Project. This is a critical infrastructure project that will extend sewer and water services north of Nebraska on Alta Avenue including the installation of major street improvements to Griggs Avenue (i.e., curb, gutter, sidewalk, street lights, and storm water retention basin).

To ensure that all federal statutes are adhered to, the City wishes to once again expand the existing Adams Ashby Group Agreement scope of work to include the North Dinuba Infrastructure Improvements Project. The scope of work on this project will be very similar to the scope provided for the Randle Street Improvements Project and the Kern Street Storm Drain Project.

Resolution No. 2020-61 enclosed herein as Attachment 'A' will approve Amendment No. 2 to the existing Adams Ashby Group Consulting Services Agreement (Exhibit 'A') and approve a budget amendment for the cost of consulting services by Adams Ashby Group (Exhibit 'B').

The consulting fees paid to Adams Ashby in an amount not-to-exceed \$54,000 will be paid for from the \$3.499 million CDGB grant.

FISCAL IMPACT

The cost for consulting services of \$54,000 for Adams Ashby Group will be funded entirely by the \$3.499 million Community Development Block grant.

PUBLIC HEARING

None.

ATTACHMENTS:

[A. Resolution No. 2020-61 Approving Amendment No. 2 to Adams Ashby Group Consulting Agreement and Budget Amendment No. 2020-4](#)

Attachment 'A'

RESOLUTION No. 2020-61

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA APPROVING AMENDMENT No. 2 OF THE CONSULTING SERVICES AGREEMENT WITH ADAMS ASHBY GROUP AND APPROVING BUDGET AMENDMENT No. 2020-04 AMENDING THE FY 2020/2021 ANNUAL BUDGET

WHEREAS, the FY 2020/2021 Annual Budget reflects the City of Dinuba's ongoing commitment to providing core services to the community consistent with the strategic goals established by the City Council; and

WHEREAS, the FY 2020/2021 Annual Budget was approved by the City Council on June 23, 2020 by Resolution No. 2020-36; and

WHEREAS, any subsequent amendments to the FY 2020/2021 Annual Budget must be presented to and approved by the City Council; and

WHEREAS, on September 4, 2020 the City of Dinuba was awarded a Community Development Block (CDBG) grant in the amount of \$3,499,000 for the North Dinuba Infrastructure Improvements Project; and

WHEREAS, the City of Dinuba entered into a professional consulting services agreement with Adams Ashby Group on February 15, 2017 to ensure federal compliance and reporting for CDBG funding for the Randle Avenue Improvement Project and subsequently the Kern Street Storm Drain Project; and

WHEREAS, the City of Dinuba wishes to approve Amendment No. 2 to the consulting services agreement with the Adams Ashby Group to include the North Dinuba Infrastructure Project and approve Budget Amendment No. 2020-04 amending the FY 2020/2021 Annual Budget in the amount of \$54,000 to cover the cost of said professional consulting services.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City Council of the City of Dinuba hereby approves the following:

1. Amendment No. 2 of the Consulting Services Agreement with Adams Ashby Group enclosed herein as Exhibit 'A'; and
2. Budget Amendment No. 2020-04 amending the FY 2020/2021 Annual Budget in the amount of \$54,000 for consulting services provided by the Adams Ashby Group enclosed herein as Exhibit 'B'.

PASSED AND ADOPTED this ____ day of October, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Mayor
City of Dinuba

ATTEST:

City Clerk



City Council Staff Report

Department: CITY MANAGER'S OFFICE

October 13, 2020

To: Mayor and City Council
From: Linda Barkley, City Clerk
Subject: Appointment of Larry Roberts to the Delta Vector Control District Board (LB)

RECOMMENDATION

Council approve the reappointment of Larry Roberts to the Delta Vector Control District Board for a term of two (2) years.

EXECUTIVE SUMMARY

Larry Roberts currently holds a position on the Delta Vector Control District Board (DVCD) as the City's representative. He has indicated to the DVCD Board of Trustees his willingness to continue to serve an additional two-year (2) term. The DVCD recommends to the City Council appoint Mr. Roberts to serve a term of two (2) years beginning January 4, 2021 and ending December 31, 2022.

OUTSTANDING ISSUES

None.

DISCUSSION

Larry Roberts currently represents the City of Dinuba on the Delta Vector Control District Board (DVCD). Roberts has served on the Board continually since January 2011. The Delta Vector Control District Board has notified city staff that Roberts' current term will expire effective December 31, 2020.

The City Council as the appointing authority, has the discretion, per Health & Safety Code Section 2024, to appoint members for two or four year terms. Mr. Roberts has indicated he is willing to serve for an additional two-year (2) term. If reappointed, Roberts' term will begin at on Monday, January 4, 2020 and end December 31, 2022.

A copy of the letter from the DVCD board is enclosed as Attachment 'A'.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.

ATTACHMENTS:

[A. DVCD Roberts Reappointment](#)

DELTA VECTOR CONTROL DISTRICT

Dr. Mustapha Debboun
General Manager

Mir Bear-Johnson
Assistant Manager

Sheri D. Davis
Administrative Assistant

Mark Dyngge
Systems Administrator

Post Office Box 310 * Visalia, California 93279-0310

1737 West Houston Avenue * Visalia, California 93291

Phone (559) 732-8606 * (877) 732-8606 * Fax (559)-732-7441

www.deltavcd.com

Jesse Erandio
Biologist

Crystal Grippin
Biologist

Mark Nakata
Biologist

Javier Valdivias
Biologist

September 10, 2020

Linda Barkley, Deputy City Clerk
City of Dinuba
405 E. El Monte Way
Dinuba, CA 93618

Dear Ms. Barkley,

The term of Larry Roberts representing the City of Dinuba on the Board of the Delta Vector Control District will expire on December 31, 2020. Health & Safety Code Section 2024 establishes the term of service:

- a) Except as provided in Section 2023, the term of office for a member of the board of trustees shall be for a term of two or four years, at the discretion of the appointing authority. Terms of office commence at noon on the first Monday in January.

Mr. Roberts has indicated he is willing to serve a two year term if reappointed. The Board of Trustees is recommending that Mr. Roberts be considered favorably for reappointment.

Sincerely,



Sheri Davis
Administrative Assistant



City Council Staff Report

Department: CITY MANAGER'S OFFICE

October 13, 2020

To: Mayor and City Council

From: Daniel James, Interim Assistant City Manager

Subject: Approval of Real Property Purchase and Sale Agreement between the City of Dinuba and Northwind Partners, LP (DJ)

RECOMMENDATION

Council to approve a Real Property Purchase and Sale Agreement for (APNs: 017-040-020, 017-040-024, 017-040-034) between the City of Dinuba and Northwind Partners, LP.

EXECUTIVE SUMMARY

Northwind, LP has presented an offer to purchase three separate parcels of city-owned real property (APNs: 017-040-020, 017-040-024, 017-040-034) totaling approximately 13,007s/f (0.3 acre) of property located at the South-west corner of Arkona and W. El Monte Way. Northwind, LP intends to develop the property for commercial retail, office, restaurant, medical office, or other allowed use.

OUTSTANDING ISSUES

None.

DISCUSSION

The City of Dinuba currently owns two (2) small commercially zoned lots and one (1) abandoned well site property at the corner of W. El Monte Way and Arkona Ave. A location map of the parcels is attached herein as Exhibit 'A' of the enclosed Purchase and Sale Agreement. Northwind, LP has been in negotiations with the property owner to purchase the blighted ConocoPhillips site adjacent (West) to the city property, and is interested in purchasing the city-owned properties to the east and south of this property in order to develop a commercial project on the combined sites.

Northwind, LP has a proven track record of acquiring blighted properties similar to the ConocoPhillips site and developing quality and transformative projects at these locations. Their most recent projects include Western Dental and the Verizon/Wingstop commercial center, which had a vacant gas station before they purchased it, removed contaminated soil and redeveloped the site. They also sold the property on the northwest corner of El Monte Way and Arkona to Dr. Narayan, which is being developed as a new urgent care clinic.

Northwind, LP has been working with ConocoPhillips on the purchase of the property for several years. The issues with contamination on the site were resolved earlier this year, and the state cleared the property. The City also abandoned Well #5 due to high levels of DBCP. Northwind, LP would like to redevelop this section by removing the dilapidated building and cleaning up the site. They would like to purchase the three city-owned properties in order to put together a larger area for a feasible development.

Northwind, LP has presented an offer to purchase the three (3) city-owned parcels for a sum of \$50,000. The Purchase and Sale Agreement enclosed herein as Attachment 'A' sets forth the specific terms of the sale and proposed use of the site. As a condition of the sale and close of escrow, Northwind, LP will have 120 days from the date the agreement is executed to perform their due diligence. The City Attorney has reviewed the agreement and finds the document acceptable as to form.

Staff is recommending the sale of the subject property for the development of a future commercial project. The proposed development will compliment the W. El Monte commercial corridor, and will add further options for commercial retail, office, restaurant, or medical offices for Dinuba residents and visitors to the community.

FISCAL IMPACT

The proceeds of the sale totaling \$50,000 will be deposited into the General Fund upon close of escrow.

PUBLIC HEARING

None Required.

ATTACHMENTS:

[A. Northwind Purchase and Sale Agreement](#)

**REAL PROPERTY PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS**

(City of Dinuba – Northwind Partners, LP)

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (this “Agreement”) is made and entered into this ____ day of October 2020 (the “Effective Date”), by and between (i) the CITY OF DINUBA, a California chartered city (collectively referred to herein as “Seller”), and (ii) NORTHWIND PARTNERS, LP, A CALIFORNIA LIMITED PARTNERSHIP, or ASSIGNEE, (“Buyer”). Seller and Buyer are sometimes collectively referred to in this Agreement as the “Parties” and individually by their individual names or, without specific reference, as a “Party”.

RECITALS:

A. WHEREAS, Seller owns real property commonly known as 338 W. El Monte Way, DINUBA, CA 93618, APNs: 017-040-020, 017-040-024, 017-040-034 (Legal Description: See APPENDIX ‘A’) situated to the Southwest of El Monte Way and Arkona Ave., City of Dinuba, State of California, amounting to +/- 0.33 Acres of vacant land. (the “Real Property”)

B. WHEREAS, Buyer is desirous of developing the Property and,

C. WHEREAS, Buyer intends to construct one or more commercial building(s) for single or multiple-tenant use, creating an increase in the taxable base, creating permanent jobs and otherwise developing the Property in a manner that will improve the quality of life for the residents of Dinuba in a manner consistent with this Agreement and the General Plan of the City.

D. WHEREAS, Seller is desirous of selling the Property to Buyer upon terms and conditions that would benefit the residents of the City of Dinuba.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, Buyer and Seller hereby agree as follows:

ARTICLE I

AGREEMENT TO PURCHASE THE PROPERTY

1.01 **Purchase of the Property.** Pursuant to the terms and subject to the conditions set forth in this Agreement, and for the consideration set forth in Section 1.02 of this Agreement, Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, at the Closing (as defined in Section 6.06 of this Agreement). The Property shall include, without exception:

(a) All improvements located on or under the Property;

(b) All of Seller's right, title, and interest in and to any easements and rights of way relating to, used in connection with, or appurtenant to the Property, whether or not of record;

(c) All fixtures or items of personal property that Seller may have an interest in as may be appurtenant or affixed to the Property;

(d) All of Seller's right, title and interest in any and all minerals, oil, gas and other hydrocarbons located on or under the Property; and

(e) All of Seller's other rights, title and interests in any and all tangible and intangible property related to the Property.

1.02 **Purchase Price.** Subject to the provisions of Section 1.03(c) below, the purchase price for the Property shall be Fifty Thousand Three Hundred and No/100 Dollars (\$50,000.00) (the "**Purchase Price**").

1.03 **Payment of the Purchase Price.** The Purchase Price for the Property shall be payable as follows:

(a) **Initial Deposit.** Within five (5) business days of the Date, the Effective Date, Buyer shall deposit the sum of Five Thousand and No/100 Dollars (\$5,000.00) with Escrow Holder (as defined below) in cash, by cashier's check, wire transfer or other immediately available funds (the "**Initial Deposit**"), which shall be held in escrow until the due diligence period expires and all entitlements are obtained.

(b) **Final Payment.** Buyer shall make an additional cash payment of Forty Five Thousand and No/100 Dollars (\$45,000.00) (the "**Final Payment**") plus prorated Closing Costs, by cashier's or certified check, by wire transfer or by other cash substitute of immediately available funds acceptable to Escrow Holder, with Escrow Holder at least three (3) business days before the Closing Date (as defined in Section 6.06 of this Agreement).

1.04 **Conditions Precedent.** As further conditions to the close of escrow:

(a) **Due Diligence.** Seller shall make available for Buyers' inspection by Buyer, all available information, within Seller's possession or reasonably available to Seller, affecting the Property including, but not limited to, any bonds, assessments, engineering reports and/or surveys, environmental reports, soils reports, site and building plans, leases, services contracts, and any other recorded or unrecorded reports or agreements related to the Property (Due Diligence Package). Buyer and its agents shall be granted access to the Property to conduct tests and inspections immediately after the

Purchase and Sale Agreement has been fully executed, including environmental assessments and soils tests.

Buyer shall inspect the Property and complete all Due Diligence, and obtain the entitlements outlined below within 120 days, (Contingency Period). Within this Contingency Period, at Buyer's sole discretion, Buyer shall have the right to cancel said escrow with no further obligation or offset, and all deposit money shall be refunded to the Buyer. Buyer and Seller may agree to extend the Contingency Period to allow for time for the entitlements to be obtained, If Buyer has not cancelled said escrow prior to the expiration of the Contingency Period, the \$5,000 deposit shall become non-refundable and shall be immediately released to the Seller.

(b) **Entitlements.** Buyer to apply for a General Plan Amendment, Rezone, Development Review Committee Review and Conditional Use Permit (if required) to allow for intended uses including Medical office, office, retail, restaurant and other allowed uses.

(c) **Offsite Improvements.** Buyer shall be responsible for the cost of any and all "Offsite Improvements" along El Monte Way and Arkona Avenue including street improvements, public sidewalks (unless damaged or requiring ADA compliance), or undergrounding of existing utilities.

1.05 **Handling of Deposits.** If the Escrow fails to close by the Closing Date described in Section 6.06 due to Buyer's default, the Initial Deposit shall be disbursed by the Escrow Holder to Seller as provided in Section 1.05. If Escrow closes, then Escrow Holder shall apply the Initial Deposit against the Purchase Price.

1.6 **Liquidated Damages.** . If the escrow shall fail to close by the closing date or any extension thereof for any reason other than: (a) the failure of any of the conditions precedent set forth hereof; (b) Seller's breach of any of its other obligations hereunder; or (c) acts of god, war, or events totally beyond the control of buyer; the deposit shall act as liquidated damages and shall be immediately disbursed to seller. Disbursement of such funds by escrow holder to seller as liquidated damages is not intended as a forfeiture or penalty; but instead, is intended to constitute liquidated damages to seller. The parties acknowledge that the actual damage which would result to seller as a result of such failure would be extremely difficult to ascertain. In addition, Buyer desires to limit its potential liability to Seller in the event that this transaction shall fail to close. Therefore, in order to induce seller to accept Buyer's offer, and in order to induce Seller to waive all of its remedies it may have in the event of a breach by buyer, the parties accept the concept of liquidated damages as set forth herein. By separately initialing below, the parties hereby acknowledge their agreement concerning liquidated damages.

1.7 **Restrictions on Assignments**

(a.) The Buyer shall not assign or transfer, or attempt to assign or transfer, this Agreement or any right herein, without the prior written consent of the City of Dinuba.

(b.) In the event Buyer attempts to assign this Agreement without Seller's written consent, the City of Dinuba shall have the right to terminate this Agreement, declare an Event of Default and pursue all rights and remedies provided available in law or equity.

ARTICLE II

POSSESSION, PHYSICAL INSPECTION, AND

CONDITION OF UNDIVIDED INTEREST IN THE PROPERTY

2.01 **Possession.** Buyer shall have the right to possess the Property on and after the Close of Escrow (as defined in Section 6.06 of this Agreement).

2.02 **Inspection of the Property.** Commencing with the Effective Date and continuing for a period of one hundred twenty (120) days thereafter (the "Contingency Period"), Buyer and Buyer's agents, employees, contractors and representatives (collectively, "Buyer's Agents") may investigate, inspect, and conduct such tests upon the Property, and each portion thereof, as Buyer deems necessary or advisable ("Buyer's Inspections").

2.03 **Approval of the Physical Condition of the Property.** Buyer shall have until the expiration of the Contingency Period, to approve or disapprove of Buyer's Inspections and all other matters relating to the physical condition of the Property. Buyer shall deliver the Buyer's approval or disapproval of Buyer's Inspections and the physical condition of the Property to Seller and the Escrow Holder on or before the expiration of the Contingency Period. If Buyer fails to deliver Buyer's approval or disapproval of Buyer's Inspections and the physical condition of the Property to Seller and the Escrow Holder on or before the expiration of the Contingency Period, then Buyer shall be deemed to have approved Buyer's Inspections and the physical condition of the Property. In the event Buyer objects in writing to the condition of the Property before the expiration of the Contingency Period, Buyer shall be entitled to a full refund of the Initial Deposit.

2.04 **Buyer's Indemnification of Seller.** Buyer shall indemnify, defend, and hold Seller, and Seller's employees, agents, successors, and assigns, and each of them, and the Property, harmless from and against any and all claims, demands, losses, costs, expenses, damages, recoveries, deficiencies, liabilities, and liens (including, without limitation, the defense thereof and all reasonable attorneys', paralegals', and other professionals' fees and costs) that may arise, result from or be attributable to the acts or omissions of Buyer or Buyer's Agents, or both, in performing or preparing Buyer's Inspections.

ARTICLE III

CONDITION OF TITLE TO THE PROPERTY

3.01 **Condition of Title to the Property.** Seller shall convey fee simple title in and to the Property to Buyer at the Closing. Title shall be conveyed by Seller to Buyer by grant deed, subject to the items enumerated in this Section 3.01. Buyer shall accept title to the Property subject to the following exceptions (the “Permitted Exceptions”):

- (a) Any easements and rights-of-way for public roads, public utilities, underground pipelines that are of the record or apparent, except as provided in Section 3.02 of this Agreement;
- (b) The lien for property taxes that are assessed but not yet delinquent (if any);
- (c) The lien for supplemental taxes and assessments resulting from the change in ownership created by the sale of the Property to Buyer (if any);
- (d) All other exceptions to title reflected on a preliminary title report (the Preliminary Report”), except as objected to by Buyer pursuant to Section 3.02 of this Agreement.

3.02 **Preliminary Report.**

(a) **Title Review.** Seller shall obtain and deliver to Buyer the Preliminary Report to be prepared by Escrow Holder. Buyer may make objections to any exception to title reflected in the Preliminary Report (other than the items listed in Sections 3.01(b) and 3.01(c) of this Agreement), provided such objections are made to Seller in writing within twenty (20) days of Buyer’s receipt of the Preliminary Report. If Buyer fails to notify Seller, in writing, of any objections to title by such date, then Buyer shall be deemed to have accepted title to the Property subject to all of the exceptions to title reflected in the Preliminary Report.

(b) **Removal of Exceptions.** If Buyer timely objects to any exception to title set forth in the Preliminary Report (other than the items listed in Sections 3.01(b) and 3.01(c) of this Agreement), Seller may (i) cause the exception to be removed of record; (ii) obtain the appropriate endorsement of the policy of title insurance to be issued by Escrow Holder to Buyer insuring against the exception; or (iii) terminate the sale of the Property to Buyer pursuant to this Agreement, unless Buyer elects to take title to the Property subject to such exception. If necessary to insure around the exception, Seller may choose a new title company reasonably satisfactory to Buyer.

3.03 **Title Insurance.** At the Close of Escrow and as a condition to Buyer’s obligation to purchase the Property, the Escrow Holder shall commit to issue, and to deliver to

Buyer, its standard coverage Owner's Policy of Title Insurance insuring title to the Property in Buyer in the condition set forth in Section 3.01 of this Agreement and with liability in the amount of the Purchase Price (the "Title Policy").

ARTICLE IV

COVENANTS, REPRESENTATIONS, AND WARRANTIES

4.01 **Covenants, Warranties, and Representations of Seller.** Seller hereby makes the following covenants, representations, and warranties and acknowledges that Buyer's execution of this Agreement has been made and Buyer's acquisition of the Property will be made in material reliance by Buyer on these covenants, representations, and warranties:

(a) **Authority.** Seller has the authority to enter into this Agreement and to perform all covenants and obligations and make all representations and warranties set forth in this Agreement.

(b) **No Knowledge of Defects in Title.** There are no defects in title to the Property, or any portion thereof, which is not of record or that have not been disclosed in writing to Buyer and the Escrow Holder.

(c) **Governmental Violations.** The Property does not violate any Federal, State, County, City, or other building, zoning, fire, health codes or ordinances, or other governmental regulations applicable to the Property. Neither the execution and delivery of this Agreement, nor the consummation of the transactions called for or contemplated hereby, violates any Federal, State, County, City laws, regulations, statutes or ordinances.

(d) **Litigation.** There are no actions, suits, claims, legal proceedings or other matters pending and, to the knowledge of Seller, there are no threatened actions, suits, claims, legal proceedings or other matters, involving or affecting the Property, or any portion thereof, at law, in equity or otherwise, before any court or governmental agency.

(e) **Environmental.**

(i) **Environmental Representations and Warranties.**

Seller represents and warrants that any and all handling, transportation, storage, treatment or usage of Hazardous Substances (as defined in Section 4.01(e)(iii) of this Agreement) that has occurred on the Property, or any portion thereof, during the period of Seller's ownership has been in compliance with all Environmental Requirements (as defined in Section 4.01(e)(ii) of this Agreement) and has not resulted in a release of any Hazardous Substances above, on, or beneath the Property, or any portion

thereof, or any adjoining or other property. Seller further represents and warrants that, except as otherwise disclosed to Buyer in writing, any currently known Hazardous Substances that might be present above, on, or beneath the Property, or any portion thereof, do not exceed those concentrations that would violate current applicable laws and regulations and there are no underground storage tanks at the Property. Seller shall indemnify, defend, and hold harmless Buyer and Buyer's Agents, employees, contractors, successors, and assigns, and each of them, and the Property from and against any and all claims, demands, suits, actions, causes of action, judgments, damages, obligations, liabilities, liens, losses, costs, expenses, penalties, and interest (including, without limitation, reasonable attorneys', paralegals', consultants', experts', and other professionals' fees and costs) arising out of or relating to a breach of Seller's representations and warranties set forth above. This indemnity shall survive the Close of Escrow.

- (ii) **"Environmental Requirements" Defined.** "Environmental Requirements" means all applicable statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, states or political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including, without limitation, all requirements pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of "Hazardous Substances", chemical substances, pollutants, contaminants or hazardous or toxic substances, materials or wastes whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of chemical substances, materials, or wastes, whether solid, liquid, or gaseous in nature.
- (iii) **"Hazardous Substances" Defined.** The term "Hazardous Substances" shall include without limitation: (A) those substances included within the definitions of "Hazardous Substances," "Hazardous Materials," "Toxic Substances" or "Solid Waste" in CERCLA (42 U.S.C. 9601 et seq.), RCRA (42 U.S.C. 6901 et seq.) and the Hazardous Materials Transportation Act (49 U.S.C. Sections 1801 et seq.), TSCA (15 U.S.C. § 2601 et seq.) and in the regulations promulgated pursuant to said laws; (B) those substances defined as "Hazardous Wastes" in sections 25117 of the California Health and Safety Code, or as "Hazardous Substances" in section 25316 of the California Health and Safety Code and in the regulations promulgated pursuant to said laws; (C) those substances listed

in the United States Department of Transportation Table of Hazardous Materials (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto); (iv) such other substances, materials and wastes which are or become regulated under applicable local, state or federal law, or which are classified as hazardous or toxic under federal, state, or local laws or regulations; and (v) any material, waste or substance which is petroleum, asbestos, polychlorinated biphenyls, flammable explosives, or radioactive materials. Any reference herein to statutory or regulatory sections shall be deemed to include any amendments thereto and any successor sections. "Hazardous Substances" shall also include any substance the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action or policy; and includes, in addition, any substance the presence of which causes or threatens to cause a nuisance upon the Property, or any portion thereof, or adjacent property, or threatens the health and safety of persons on or about the Property, or any portion thereof.

(f) **Leases.** Excluding any Permitted Exceptions, as of the Closing, the Property will not be subject to any leases, licenses or other rights of possession of any kind whatsoever.

(g) **Performance.** Seller shall timely perform and comply with all covenants and agreements, and satisfy all conditions, that Seller is required to perform, comply with or satisfy under this Agreement.

4.02 **Covenants, Warranties, and Representations of Buyer.** Buyer hereby makes the following covenants, representations, and warranties to Seller and acknowledges that Seller's execution of this Agreement and the Development Agreement has been made and Seller's agreement to sell the Property to Buyer will be made in material reliance by Seller on these covenants, representations, and warranties:

(a) **Authority.** Buyer has the authority to enter into this Agreement, and the attached Development Agreement and to perform all covenants and obligations, and make all representations and warranties, set forth in this Agreement and attached Development Agreement.

(b) **No Violation.** Neither the execution nor delivery of this Agreement, nor the consummation of the transactions called for or contemplated hereby, will as of the closing, violate any contract, agreement or instrument to which Buyer is a party or bound.

(c) **Performance.** Buyer shall timely perform and comply with all covenants and agreements, and satisfy all conditions, that Buyer is required to perform, comply with or satisfy under this Agreement

ARTICLE V

CONDITIONS PRECEDENT

5.01 **Conditions Precedent to Buyer's Obligations to Perform.** Buyer's obligation to perform as set forth in this Agreement is hereby expressly conditioned on the satisfaction of each and every one of the following conditions precedent:

(a) **Performance by Seller.** Seller shall have performed every act to be performed by it under this Agreement, including, without limitation, depositing into Escrow grant deed conveying the Property to Buyer (the "**Grant Deed**").

(b) **Accuracy of Seller's Representations and Warranties.** Each of the representations and warranties of Seller contained in Section 4.01 or elsewhere in this Agreement shall be true at the Close of Escrow as if affirmatively made at that time.

(c) **Approval of the Physical Condition of the Property.** Buyer shall have approved, or have been deemed to have approved, Buyer's Inspections and the physical condition of the Property.

(d) **Objections to Title.** Any objections to any exceptions to title set forth in the Preliminary Report shall have been remedied by Seller as set forth in clauses (i), (ii) or (iii) of Section 3.02(b) of this Agreement.

(e) **Title Insurance.** The Escrow Holder shall be committed to issue the Title Policy as set forth in Section 3.03 of this Agreement in the condition set forth in Section 3.01 of this Agreement and Seller shall have complied with all requirements of Escrow Holder in connection with the issuance of the Title Policy.

The foregoing conditions are solely for the benefit of Buyer, any or all of which may be waived by Buyer in Buyer's sole discretion.

5.02 **Failure or Waiver of Conditions Precedent.** In the event any of the conditions set forth in Sections 5.01 and 5.02 of this Agreement are not fulfilled or waived on or before the Closing Date, this Agreement shall terminate and all rights and obligations under this Agreement of each Party shall be at an end, unless otherwise agreed in writing by Seller and Buyer. Seller or Buyer may elect, at any time prior to the Closing, to waive in writing the benefit of any of their respective conditions set forth in Sections 5.01 and 5.02 of this Agreement, as applicable. In any event, the Parties' consent to the Close of Escrow shall waive any remaining unfulfilled conditions (but such waiver shall not be deemed to waive any subsequently

discovered breach of any representation, warranty, or covenant made by either Party to this Agreement).

ARTICLE VI

ESCROW

6.01 **Establishment of Escrow.** Upon the execution of this Agreement, the Parties shall promptly open an escrow (the “Escrow”) with Darryl Evans at Placer Title Company at 7643 North Ingram Avenue, Suite 101, in Fresno, California 93711 (the “Escrow Holder”) to provide for the conveyance of the Property by Seller to Buyer pursuant to this Agreement. Within five (5) business days after the execution of this Agreement, a duplicate of this Agreement shall be deposited with the Escrow Holder and shall constitute escrow instructions to the Escrow Holder concerning this transaction.

6.02 **Deposits in Escrow.** The Parties shall make the following deposits in Escrow at or prior to the Close of Escrow:

(a) **Seller’s Deposits.** Seller shall deposit the following funds and documents into the Escrow prior to the Close of Escrow:

An executed and acknowledged original Grant Deed; and

(b) **Buyer’s Deposits.** Buyer shall deposit the following funds and documents into the Escrow prior to the Close of Escrow:

- (i) The approval or disapproval of Buyer's Inspections and the physical condition of the Property described in Section 2.03 of this Agreement;
- (ii) The Final Payment;
- (iii) A Preliminary Change in Ownership Report;
- (iv) Buyer’s Share of the Closing Costs; and

6.03 **Prorations.** Seller shall be responsible for any supplemental assessments or reassessments made to the extent attributable to any period prior to the Closing Date, and Buyer shall be responsible for all periods thereafter. Buyer shall pay any supplemental taxes assessed pursuant to the laws of the State of California resulting from the sale of the Property to Buyer. The Escrow Holder shall prorate real and personal property taxes or assessments and other like charges relating to the Property to the extent attributable to any period prior to the Closing Date to Seller, and to Buyer for all periods thereafter. Seller is a tax-exempt governmental entity and shall only pay the prorated amount of non-exempted taxes, if any.

6.04 **Title Insurance.** At the Closing, the Escrow Holder shall commit to provide or issue, effective as of that date, the Title Policy as set forth in Section 3.03 of this Agreement.

6.05 **Costs and Expenses.** Closing costs (the “Closing Costs”) shall be borne by the Parties as follows:

- (a) The premium for the Title Policy and any transfer taxes, sales taxes, or other similar taxes shall be paid by Seller;
- (b) Recording fees, document preparation fees, and any use taxes shall be paid by Buyer;
- (c) Escrow fees and other Closing Costs shall be shared equally between Buyer and Seller; and
- (d) Any other closing costs shall be borne by Seller and Buyer in the manner as is customary in the County of Tulare, State of California.

Buyer and Seller shall each deposit additional funds into the Escrow in an amount equal to their respective shares of the Closing Costs as determined by the Escrow Holder; provided, however, that if sufficient funds have been otherwise deposited into the Escrow, the Escrow Holder is hereby authorized to withhold Seller’s share of the Closing Costs from funds that would otherwise be distributable to Seller.

6.06 **Closing Date.** Unless otherwise extended by the Parties in writing, the Close of Escrow shall be no later than thirty (30) days from the close of the Contingency Period. As used herein, the terms “Close”, “Closing”, and “Closing Date” shall be synonymous with the term Close of Escrow.

6.07 **Conditions Precedent to the Close of Escrow.** The Close of Escrow is hereby expressly conditioned on the satisfaction or waiver by the Party whose performance is conditional thereon, of each of the conditions precedent contained in Article V hereof.

6.08 **Procedure for Closing.** The Escrow Holder shall close the Escrow by doing the following:

- (a) Pay from funds deposited by Seller or otherwise distributable to Seller, all claims, demands, and liens necessary to place title to the Property in the condition set forth in Section 3.01 of this Agreement;
- (b) In accordance with Section 6.05 of this Agreement pay Seller’s share of the Closing Costs from funds deposited by Seller or otherwise distributable to Seller;

- (c) Pay from funds deposited by Buyer, Buyer's share of the Closing Costs;
- (d) Prorate real and personal property taxes, assessments, and charges as set forth in Section 6.03 of this Agreement;
- (e) Date the Grant Deed as of the Close of Escrow;
- (f) Record the Grant Deed in the Official Records of the County of Tulare, State of California, and direct the County Recorder to affix the transfer tax after recording, and return the recorded Grant Deed to Buyer with a conformed copy to Seller;
- (g) Deliver a copy of Buyer's and Seller's closing statements for this Escrow to the respective Parties;
- (h) Unless otherwise instructed by Seller unilaterally, deliver the Deposit and the Down Payment, less payments, and other charges that are chargeable to Seller as authorized hereunder, to Seller;
- (i) Deliver any remaining funds held in Escrow to Buyer; and
- (j) Deliver to Buyer the original and two (2) copies of the Title Policy in the form set forth in Section 3.03 of this Agreement no later than thirty (30) days after the Closing Date.

6.09 **Inability to Close.** In the event the Escrow Holder is unable to close the Escrow and the Closing Date is not otherwise extended, this Escrow shall terminate. The Escrow Holder shall return to each Party any money or documents deposited by the Parties and terminate the Escrow; provided, however, that any cancellation charges imposed by the Escrow Holder shall be paid by the defaulting Party, or if neither Party is in default, divided equally between Buyer and Seller.

ARTICLE VII

MISCELLANEOUS

7.01 **Survival and Indemnity.** Notwithstanding the Closing, delivery of instruments, conveyances of property, and payment of consideration therefore the Parties agree that the respective representations, warranties, covenants, indemnities, and agreements made by each such Party pursuant to this Agreement shall survive the Closing including Buyers' obligations under paragraph 1.05 above, and each Party agrees to indemnify, defend, and hold the other harmless from and against any and all claims, demands, suits, actions, causes of action, judgments, damages, obligations, liabilities, liens, losses, costs, expenses, penalties, and interest (including, without limitation, reasonable attorneys', paralegals', and other professionals' fees

and costs) arising out of or in connection with a breach by the indemnifying party of any such representation, warranty, covenant, or agreement.

7.02 **Costs and Expenses.** Each of the Parties shall pay all costs and expenses incurred, or to be incurred, by them in negotiating and preparing this Agreement, and in closing and carrying out the transactions contemplated by this Agreement, including, without limitation, their attorneys', paralegals', and other professionals' fees and costs.

7.03 **Time.** Time is of the essence of this Agreement and all of its provisions.

7.04 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the purchase and sale of the Property, and supersedes all prior and contemporaneous agreements, representations, and understandings of the Parties with regard thereto. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all of the Parties.

7.05 **Waiver.** A waiver of any breach of this Agreement by any Party shall not constitute a continuing waiver, or a waiver of any subsequent breach of the same, or any breach of another, provision of this Agreement.

7.06 **Counterparts and Facsimile Signatures.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, all of which together shall constitute one and the same instrument. Each Party agrees to accept facsimile signatures as original signatures.

7.07 **Assignment.** Neither Party may assign any or all of its rights under this Agreement, including the right to purchase the Property, or delegate any of the duties and obligations under this Agreement, to any other person, without the prior written consent of the other Party.

7.08 **Binding Effect.** Subject to the provisions of Section 7.08 of this Agreement, this Agreement shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors, and assigns of the Parties.

7.09. **Survival of Agreement.** The provisions of this Agreement, and the covenants and conditions contained in this Agreement, shall be continuous and shall survive the execution of this Agreement, the Close of Escrow, and the death or disability of any Party.

7.10 **Professionals' Fees.** If any suit, action or proceeding of any kind (an "Action") is brought by any Party to enforce, defend or interpret any provision of this Agreement (including, without limitation, an Action for declaratory relief or any proceeding in the Bankruptcy Court in which any party to this Agreement is a debtor), the prevailing party in such Action shall recover from the other parties to such Action all reasonable costs and expenses which the prevailing party may incur in bringing such Action (including, without limitation, any bankruptcy proceeding involving issues peculiar to bankruptcy law in which any party to this

Agreement takes any legal action to protect or enforce his rights) and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such Action and shall be paid whether or not such Action is prosecuted to judgment. For purposes of this Section 7.11, the “prevailing party” means the Party entitled to recover costs of suit, whether or not any Action proceeds to final judgment. Any judgment or order entered in such Action shall specifically provide for the recovery of all reasonable costs and expenses incurred by the prevailing party in connection therewith, including, without limitation, costs and expenses incurred in enforcing such judgment. For purposes of this Section 7.11, “costs and expenses” shall include all court costs and all attorneys’, paralegals’, and other professionals’ fees and costs.

7.11 **Notices.** All notices and other communications required under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of service, if served personally on the person to whom notice is to be given, (ii) on the date of receipt, if sent by facsimile to the person to whom notice is to be given at the facsimile number set forth below, or (iii) on the third day after mailing, if mailed to the party to whom notice is to be given by first-class mail, registered or certified, postage prepaid, and properly addressed as follows:

To Seller: City of Dinuba
405 East El Monte Way
Dinuba, California 93618
Attn: Luis Patlan, City Manager
Phone: (559) 591-5900

With a Copy to: Nancy Jenner
McCormick Kabot Jenner, & Lew
4010 South Demaree Street
Visalia, CA 93277
Phone: (559) 734-6729

To Buyer: NORTHWIND PARTNERS, LP, A California
Limited Partnership
1155 W. Shaw Avenue, Suite 104
Fresno, California 93711
Attention: Neil Angelillo, General Partner
Phone: (559) 222-5768

A Party or other designated recipient may change their address and/or facsimile number by notifying the other Party and designated recipient to this Agreement of their or its new address and/or facsimile number in accordance with the procedures set forth in this Section 7.12.

7.13 **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding the conflicts of laws provisions thereof to the extent that they might allow another State’s laws to apply. The Parties

agree that venue for any litigation arising under this Agreement shall be in the County of Tulare, State of California, if instituted in the State courts, or the Eastern District of California (Fresno), if instituted in the Federal courts.

7.14 **Partial Invalidity**. If any provision of this Agreement, or any portion thereof, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement, including, without limitation, the portions thereof not held to be invalid, void or unenforceable, shall nevertheless continue to be in full force and effect without being impaired or invalidated in any way.

7.15 **Construction**. All words used in this Agreement shall be construed to include the plural as well as the singular number, and vice versa; words used in this Agreement in the present tense shall include the future as well as the present; and words used in this Agreement in the masculine gender shall include the feminine and neuter genders, whenever the context so requires.

7.16 **Effect of Headings**. The subject headings of the articles, sections, and subsections of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of the provisions of this Agreement.

///IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

“Seller”

CITY OF DINUBA

By _____
Luis Patlan, City Manager

“Buyer”

NORTHWIND PARTNERS, LP, A CALIFORNIA LIMITED PARTNERSHIP

By _____
Neil Angelillo, General Partner

LIST OF EXHIBITS

A. Legal Description/Exhibits of the Property

APPENDIX 'A'

PARCEL 1: APN 017-040-020

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF DINUBA; ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 25 FEET SOUTH AND 715.6 FEET WEST OF THE NORTHEAST CORNER OF SAID SECTION 18; THENCE SOUTH AT RIGHT ANGLES TO THE NORTH LINE OF SAID SECTION, 107. 5 FEET; THENCE WEST, PARALLEL TO THE NORTH LINE OF SAID SECTION 46.3 FEET TO A POINT IN THE EAST LINE OF THE LAND CONVEYED BY F. H. WILSON TO UNION OIL COMPANY, A CORPORATION, BY DEED DATED FEBRUARY 23, 1922, RECORDED IN BOOK 306, PAGE 325 OF DEEDS; THENCE NORTHERLY ALONG THE EAST LINE OF THE PROPERTY OF SAID OIL COMPANY 107. 5 FEET, THENCE EAST AND PARALLEL TO THE NORTH LINE OF SAID SECTION 18, 48.75 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THE COUNTY OF TULARE, BY DEED RECORDED JUNE 27, 1967 IN BOOK 2719, PAGE 204 OF OFFICIAL RECORDS, FILE NO. 18360, TULARE COUNTY RECORDS.

PARCEL 2: APN 017-040 -024

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS 25 FEET SOUTH OF THE NORTH LINE AND 667.3 FEET WEST OF THE EAST LINE OF SAID SECTION 18 AND RUNNING THENCE SOUTH AT RIGHT ANGLES TO SAID NORTH LINE OF SAID SECTION A DISTANCE OF 226 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID SECTION 94.6 FEET; THENCE AT RIGHT ANGLES NORTH 118. 5 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID SECTION 46.3 FEET; THENCE NORTH 107. 5 FEET TO A POINT 25 FEET SOUTH OF THE NORTH LINE OF SAID SECTION; THENCE EAST 48. 3 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 132. 5 FEET SOUTH AND 667.3 FEET WEST OF THE NORTHEAST CORNER OF SAID SECTION 18; THENCE SOUTH 118. 5, FEET AT RIGHT ANGLES TO THE NORTH LINE OF SAID SECTION; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID SECTION 94.6 FEET, THENCE AT RIGHT ANGLES NORTH 118. 5 FEET, THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID SECTION 94.6 FEET TO THE POINT OF BEGINNING. ALSO EXCEPTING THAT PORTION CONVEYED TO THE CITY OF DINUBA BY DEED RECORDED JUNE 30, 1967 IN BOOK 2720, PAGE 278 OF OFFICIAL RECORDS, INSTRUMENT NO. 19002.

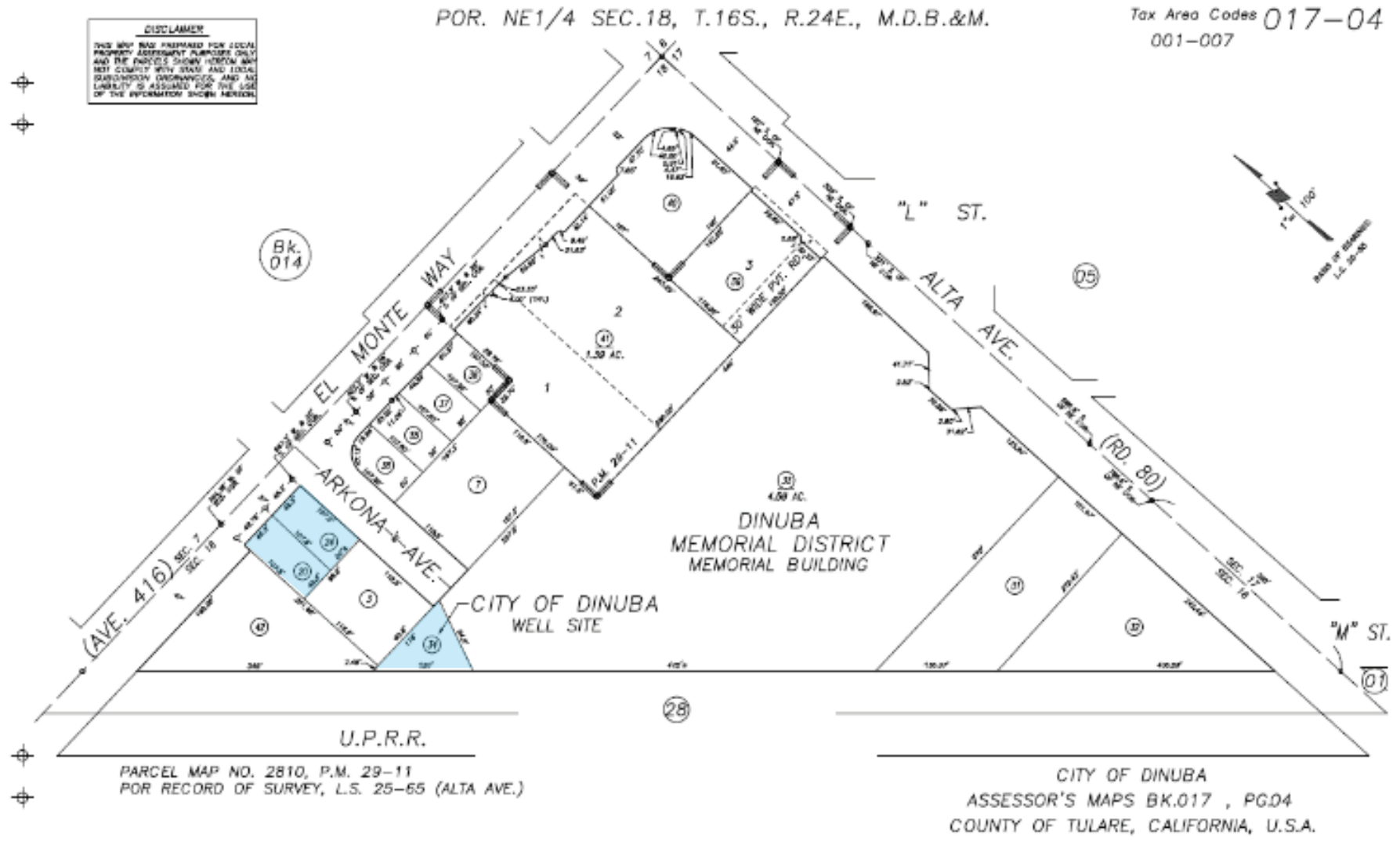
PARCEL 3: 017-040-034

THE EAST 40 FEET OF THE NORTH 686.6 FEET OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, EXCLUDING THEREFROM THE NORTH 303 FEET THEREOF. THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST WESTERLY CORNER OF THE PROPERTY CONVEYED BY THE COUNTY OF TULARE TO THE DINUBA MEMORIAL DISTRICT BY DEED DATED JANUARY 9, 1952, RECORDED JANU-ARY 21, 1952, IN BOOK 1564, PAGE 194 OF OFFICIAL RECORDS; THENCE EAST ALONG THE NORTH LINE OF SAID PROPERTY 116 FEET; THENCE SOUTHWESTERLY 94 FEET 6 INCHES TO A POINT ON THE NORTHEASTERLY LINE OF THE SOUTHERN PACIFIC RAILROAD COMPANY; THENCE NORTHEASTERLY ALONG THE NORTHEASTERLY LINE OF THE SOUTHERN PACIFIC RAILROAD COMPANY'S RIGHT OF WAY, 120 FEET TO THE POINT OF B

EXHIBIT 'A'

INFILL NEIGHBORHOOD PROPERTY

No. 5 A 017-040-020 No. 5 B 017-040-024





City Council Staff Report

Department: PUBLIC WORKS

October 13, 2020

To: Mayor and City Council
From: Ismael Hernandez, Public Works Director
By: George Avila, Business Manager
Subject: Resolution No. 2020-65 Authorizing Application for 2020 CalHOME Program Funding (IH)

RECOMMENDATION

Council to adopt Resolution No. 2020-65 authorizing the submittal of a 2020 grant application to the California Department of Housing and Community Development for \$663,750 under the CalHome Program, and authorize the City Manager or designee to execute the required standard agreement and related program documents.

EXECUTIVE SUMMARY

The City of Dinuba has been providing assistance to homeowners and homebuyers through the Housing Rehabilitation and First Time Homebuyer Assistance Programs since the early 1980's. These programs have been funded by a combination of state and federal sources. The City of Dinuba wishes to apply for \$663,750 in grant funds through the CalHOME Program to continue these two housing programs.

OUTSTANDING ISSUES

The City uses the services of Self Help Enterprises to administer these two grant programs. If the funds are awarded, the City intends to continue to use SHE for these services. The cost for their services is \$12,000 for three years and is not covered by grant funds. A separate budget amendment will be submitted at a later date to cover these costs in the general fund should the CalHOME grant funds be awarded to the City.

DISCUSSION

On August 31, 2020 the California Housing and Community Development (HCD) Department issued a Notice of Funding Availability (NOFA) for its CalHOME Program. Upon review of the NOFA, staff wishes to apply for \$663,750 to provide funding for both the City's First-Time Homebuyer and Housing Rehabilitation Programs. Applications are due by October 29, 2020.

The First-Time Homebuyer Program provides down payment assistance to income eligible home buyers. The down payment helps borrowers purchase single-family residential units. The maximum loan amount will be forty (40) percent of a borrower's purchase price for a property, up to a maximum of \$100,000. The down payment loan is deferred until the home is sold or refinanced.

The Housing Rehabilitation Program provides income eligible homeowners with a deferred payment loan to make needed minor and or major repairs to their homes or accessory dwelling units such as, but not limited, to new roofs, plumbing, and electrical work. The maximum loan amount for the primary residence shall not exceed \$125,000 (assuming a full reconstruction) and \$100,00 for accessory dwelling units on the same parcel.

HCD requires that the City submit a resolution authorizing the submittal of a grant application for CalHOME funds. Resolution No. 2020-65 is enclosed herein as Attachment 'A'.

FISCAL IMPACT

The City of Dinuba will utilize the CalHOME grant funds totaling \$663,750 to provide assistance to first time homebuyers and to homeowners to make needed repairs to their homes.

PUBLIC HEARING

None.

ATTACHMENTS:

[A. Resolution No. 2020-65 CalHOME Grant Application](#)

Attachment 'A'

RESOLUTION NO. 2020-65

A RESOLUTION OF THE COUNCIL OF THE CITY OF DINUBA, CALIFORNIA, AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE CALHOME PROGRAM; THE EXECUTION OF A STANDARD AGREEMENT IF SELECTED FOR SUCH FUNDING AND ANY AMENDMENTS THERETO; AND ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE CALHOME PROGRAM

WHEREAS, The City of Dinuba, a political subdivision of the State of California, wishes to apply for and receive an allocation of funds through the CalHome Program; and

WHEREAS, The California Department of Housing and Community Development (hereinafter referred to as "HCD") has issued a Notice of Funding Availability ("NOFA") on August 31, 2020, for the CalHome program established by Chapter 84, Statutes of 2000 (SB 1656 Alarcon), and codified in Chapter 6 (commencing with Section 50650) of Part 2 of Division 31 of the Health and Safety Code (the "statute"). Pursuant to the statute, HCD is authorized to approve funding allocations utilizing monies made available by the State Legislature to the CalHome program, subject to the terms and conditions of the statute and the CalHome Program Regulations adopted by HCD in April 2004; and

WHEREAS, The City of Dinuba wishes to submit an application to obtain from HCD an allocation of CalHome funds in the amount of \$663,750.

IT IS NOW THEREFORE RESOLVED THAT the City Council of the City of Dinuba:

1. Approves the submittal to HCD an application to participate in the CalHome Program in response to the amended NOFA issued on August 31, 2020, which will request a funding allocation of \$663,750 for the following activities:
 - Owner-Occupied Rehabilitation Program to be located within the city limits of the City of Dinuba. This includes financial assistance to income eligible participants for the repair, rehabilitation, or reconstruction of single-family residential units, the construction, reconstruction, repair, or rehabilitation of an accessory dwelling unit (ADU) or junior accessory dwelling unit (JADU), and the repair or replacement of a manufactured home.
 - First-Time Homebuyer Mortgage Assistance Program to be located within the city limits of the City of Dinuba. This involves loans, only used as gap financing, to income eligible households for the purchase of single-family residential units, including the purchase of homes with ADUs or JADUs.
2. Agrees if the application for funding is approved, the City of Dinuba will use the CalHome funds for eligible activities in the manner presented in its application as approved by HCD and in accordance with program regulations cited above. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. The City of Dinuba acknowledges

and agrees that it may be required to execute any and all other instruments necessary or required by HCD for participation in the CalHome Program.

3. Authorizes the City Manager or his designee(s) to execute in the name of the City of Dinuba, and any subsequent amendments or modifications thereto, as well as any other documents required by HCD for participation in the CalHome Program, and any amendments thereto.

PASSED AND ADOPTED this ____ day of _____, 20____ by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:

Mayor
City of Dinuba

ATTEST:

City Clerk



City Council Staff Report

Department: PUBLIC WORKS

October 13, 2020

To: Mayor and City Council

From: Ismael Hernandez, Public Works Director

By: George Avila, Business Manager

Subject: Service Agreement with Self Help Enterprises for the CARES Act funded Business Assistance Grant Program (IH)

RECOMMENDATION

Council to approve Subrecipient Agreement with Self Help Enterprise for the implementation of a Business Assistance Program in response to the COVID-19 pandemic and authorize the City Manager or designee to execute the agreement.

EXECUTIVE SUMMARY

Congress passed the CARES Act in response to the Covid-19 pandemic providing approximately \$18.7 million in funding directly to cities to help mitigate the impacts of the coronavirus. The City of Dinuba was allocated \$124,317 in CARES Act funding. On August 25, 2020, the City Council conducted a public hearing and voted to use the funds for a Business Assistance Program to help local businesses impacted by Covid-19. The City would like to contract with Self Help Enterprises to help implement and administer the program.

OUTSTANDING ISSUES

None.

DISCUSSION

On March 27, 2020, Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act that appropriated over \$2 trillion dollars to provide immediate economic relief to impacted businesses and other relief measures due to the Covid-19 pandemic. The CARES Act included approximately \$18.7 million in direct aid to cities to fund programs or projects to respond to Covid-19. The City of Dinuba has been allocated a total of \$124,317 in CARES Act funding.

On August 25, 2020 the City Council held a public hearing to receive input from the community on the use of these funds. The City Council subsequently adopted Resolution No. 2020-53 directing staff to create a Business Assistance Program to help local businesses that have been impacted by the on-going pandemic. The program will provide forgivable loans (i.e. grants) to qualified businesses to be used for operating expenses and working capital. The overarching goal of this program will be to create or retain jobs by helping local businesses remain operational.

The City is proposing to contract with Self Help Enterprises (SHE) to implement and administer the Business Assistance Program. The City has a long-standing partnership with SHE. The City currently utilizes SHE to administer and manage the First Time Homebuyer and Housing Rehabilitation Programs. SHE has done a good job making sure that these programs are in compliance with state and federal guidelines.

As a non-profit agency, the City is able to enter into a Subrecipient Agreement with Self Help Enterprises to administer the CARES Act funding. This option will make it easier for the City to contract with SHE and forego the time consuming procurement process so that funding to local businesses can be provided as soon as possible.

FISCAL IMPACT

There is no cost associated with the recommended action. The administrative costs to operate the proposed Business Assistance Program are included in the awarded grant funds.

PUBLIC HEARING

None.

ATTACHMENTS:

[A. SHE Subrecipient Agreement](#)

**CITY OF DINUBA
SUBRECIPIENT AGREEMENT**

THIS AGREEMENT, entered this ____ day of _____, 2020 by and between the City of Dinuba, California, a municipal corporation, (GRANTEE) and Self-Help Enterprises (SUBRECIPIENT).

WHEREAS, the California Department of Housing and Community Development, hereinafter "HCD", is authorized to allocate Community Development Block Grant Program, hereinafter "CDBG" funds made available from the U.S. Department of Housing and Urban Development, hereinafter referred to as "HUD", as, as authorized under Title I of the Housing and Community Development Act of 1974, as amended, and implemented under Title 24 of the Code of Federal Regulations, hereinafter collectively referred to as the "Act", incorporated herein by its reference; and

WHEREAS, GRANTEE is a recipient of CDBG funding for use in funding eligible activities furthering established national objectives to benefit its low and moderate income residents as defined in the Act; and

WHEREAS, GRANTEE in accordance with its 2019-2024 Housing Element, desires to provide CDBG funds to SUBRECIPIENT, for activities and services, as more fully described in Exhibit A, Scope of Services, upon the terms and conditions in this Agreement; and

WHEREAS, pursuant to City Resolution No. 2020-53, the City Manager is authorized to execute CDBG Agreements, on behalf of GRANTEE, that are within available allocated CDBG funding and in a standard form approved by the City Attorney.

NOW, THEREFORE, it is agreed between the parties hereto that:

1. TERM

The term of this Agreement shall commence on _____, unless terminated earlier pursuant to the terms of this Agreement, and shall continue for three (3) years or until _____. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which SUBRECIPIENT remains in control of CDBG funds or other CDBG assets, including Program Income.

2. SCOPE OF WORK

SUBRECIPIENT will be responsible for administering services in a manner satisfactory to GRANTEE and consistent with any standards required as a condition of providing these funds. GRANTEE will also perform the services set forth in Exhibit "A" entitled "Scope of Work" attached hereto and incorporated by reference herein and made a part hereof.

SUBRECIPIENT shall administer the Program for the whole of the term of the Agreement. SUBRECIPIENT shall administer the Program in compliance with the CDBG requirements and in a manner that meets the CDBG national objective(s) of 24 CFR 570.208.

GRANTEE will monitor the performance of SUBRECIPIENT against goals and performance standards as stated above. Substandard performance as determined by GRANTEE will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by SUBRECIPIENT within a reasonable amount of time after being notified by GRANTEE, contract suspension or termination procedures will be initiated.

3. RECORDS AND REPORTS

On a quarterly basis, SUBRECIPIENT shall submit to GRANTEE, in a form acceptable to GRANTEE, a performance report summarizing the number of unduplicated persons served, including race, ethnicity, and income data. The performance report shall be submitted within thirty days of the close of each quarter.

SUBRECIPIENT shall ensure the CDBG grant funds provided by GRANTEE are clearly identified as subawards and include the following information:

- SUBRECIPIENT NAME:
- Subrecipient ID(DUNS):
- State Award Identification Number: (CDBG Grant#)
- State Award Date:
- Period of Performance:
- Federal/State Funds Obligated by this Agreement:
- Total Federal/State Funds Obligated to SUBRECIPIENT:
- Total Amount of the Federal/State Award:
- Federal/State Award project description:
- Name of State awarding agency: Dept. of Housing and Community Development
- Name of pass-through entity: City Dinuba, California
- Award Official Contact Information: Name and Address
- CFDA Number: 14.218
- CFDA Name: Community Development Block Grant
- Identification of R&D: No
- Indirect cost rate for the Federal award:

SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities funded under this Agreement. Such records shall include but not be limited to:

- a) A full description of each activity undertaken;
- b) Records demonstrating each activity undertaken meets one of the National Objectives of the CDBG program;

- c) Records required to determine the eligibility of activities;
- d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f) Financial records as required by 24 CFR Part 200 as amended by 24 CFR 570.502, and
- g) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

SUBRECIPIENT shall retain all project files, financial records, and any other documents related to the Program for a period of three years from the date of the close out of this Agreement, except in the following cases:

- If any litigation, claim, or audit is started before the expiration of the three year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- When the SUBRECIPIENT is notified in writing by the GRANTEE to extend the retention period.
- Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition.

GRANTEE shall monitor and evaluate SUBRECIPIENT's performance under this Agreement to determine compliance with this Agreement and CDBG requirements. SUBRECIPIENT shall cooperate with GRANTEE and any federal or state auditors authorized by GRANTEE and shall make available all information, documents, and records reasonably requested and shall provide GRANTEE the reasonable right of access to both records and personnel during normal business hours for the purpose of assuring compliance with this Agreement and evaluating performance hereunder. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

4. METHOD OF PAYMENT

Grant funds shall be disbursed to reimburse SUBRECIPIENT in accordance with the Proposed Budget attached hereto as Exhibit "B" and incorporated herein. SUBRECIPIENT's sole source of compensation hereunder will be in the form of a grant of CDBG funds as described herein. It is expressly agreed and understood that the total amount to be paid by GRANTEE under this Agreement shall not exceed Two Hundred Fifty Thousand and 00/100 (\$250,000).

SUBRECIPIENT shall submit to GRANTEE a request for payment, in a form acceptable to GRANTEE, on a monthly basis for the term of the Agreement. Said request shall be accompanied with supporting documentation, including but not limited to paid receipts, invoices and timesheets, to allow GRANTEE to determine compliance with applicable federal regulations, including cost allowability.

GRANTEE shall pay all approved requests for payment pursuant to this Agreement within the normal course of business, typically within forty-five days of receipt. If GRANTEE disallows any cost submitted by SUBRECIPIENT, within ten business days GRANTEE will provide written notification to SUBRECIPIENT of the disallowance, including any corrective action necessary to process payment.

All funds are paid contingent upon SUBRECIPIENT's continuous compliance with all applicable, uniform administrative requirements, program regulations, and recapture and reversion requirements set out in the Act. Any unearned or recaptured CDBG funding shall be returned to GRANTEE within thirty days of the earlier of termination of this Agreement or notice by GRANTEE. Any interest earned or received by SUBRECIPIENT thereon shall be remitted to the GRANTEE.

An authorized official for SUBRECIPIENT must provide a signed certification with each request that states the following: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

SUBRECIPIENT understands and agrees the availability of CDBG funds is subject to the control of HUD, other federal agencies, HCD, or other state agencies and should the CDBG funds be encumbered, withdrawn or otherwise made unavailable to GRANTEE, whether earned by or promised to SUBRECIPIENT, and/or should GRANTEE in any fiscal year hereunder fail to allocate CDBG funds, GRANTEE shall not provide said funds unless and until they are made available for payment to GRANTEE by HUD, HCD and GRANTEE receives and allocates said funds. No other funds owned or controlled by GRANTEE shall be obligated under this Agreement to the Project(s).

5. PROGRAM INCOME

Any income generated by SUBRECIPIENT from the use of CDBG funds governed by this Agreement shall be considered CDBG program income. All CDBG program income generated from the Program described in the scope of work attached herewith shall be retained by SUBRECIPIENT for the term of this Agreement. The use of all CDBG program income is reserved specifically for services outlined in the Scope of Work and is subject to the terms of this Agreement.

6. UNIFORM ADMINISTRATIVE REQUIREMENTS

SUBRECIPIENT shall adhere to and follow the Uniform Administrative Requirements found in the U.S. federal regulations at 2 CFR Part 200.

SUBRECIPIENT shall establish and maintain effective internal control over CDBG funds made available through this Agreement to provide reasonable assurance that the Program is administered in compliance with applicable federal statutes, regulations, state guidelines and the terms and conditions of this Agreement. This includes evaluation and internal monitoring of the Program and prompt, appropriate action when instances of noncompliance are identified.

SUBRECIPIENT shall follow a written procurement policy that allows for full and open competition that meets the minimum standards of the U.S. federal regulations at 2 CFR 200.317 through 200.326.

SUBRECIPIENT shall take reasonable measures to safeguard protected personally identifiable information and other information GRANTEE designates as sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least 51% owned and controlled by minority group members or women. SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

SUBRECIPIENT is prohibited from using CDBG funds or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

SUBRECIPIENT shall comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

SUBRECIPIENT shall comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour and wage requirements of this part.

SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities.

SUBRECIPIENT shall maintain a financial management system that identifies all federal awards received and expended and the federal programs under which they were received, including:

- The CFDA title and number,
- Federal award identification number and year,
- Name of the Federal/State agency, and
- Name of the pass-through entity, if any.

SUBRECIPIENT shall follow written financial management policies and procedures that, at a minimum, provide for:

- Determination of allowable costs in accordance with the terms and conditions of this Agreement and the federal cost principles published in the U.S. federal regulations at 2 CFR 200 Subpart E;
- Effective control over, and accountability for, all funds, property, and other assets to ensure all assets are safeguarded and they are used solely for authorized purposes; and
- Accurate financial reporting on federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

7. AUDIT REQUIREMENTS

Within thirty days of the close of SUBRECIPIENT's fiscal year, SUBRECIPIENT shall provide to GRANTEE a certification stating the total amount of federal awards expended in the fiscal year. The certification shall be signed by an authorized official.

SUBRECIPIENT agrees to have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200 Subpart F if SUBRECIPIENT expends \$750,000 or more in federal awards during any fiscal year that overlaps with the term of this Agreement. SUBRECIPIENT shall submit a copy of the audit to GRANTEE and the Federal Audit Clearinghouse (FAC) within thirty calendar days after receipt of the auditor's report(s). SUBRECIPIENT shall make copies of the audit available for public inspection for three years from the date of submission to the FAC.

GRANTEE shall issue a management decision for audit findings that relate to this Agreement within six months of acceptance of the audit report by the FAC.

8. USE AND REVERSION OF ASSETS

SUBRECIPIENT shall transfer to GRANTEE any CDGB funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination. The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR 570.502-504, as applicable.

9. CONFLICT OF INTEREST

SUBRECIPIENT shall maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of SUBRECIPIENT. If SUBRECIPIENT has a

parent, affiliate, or subsidiary organization, the standards of conduct must cover organizational conflicts of interest to ensure SUBRECIPIENT is able to be impartial in conducting a procurement action involving a related organization.

At a minimum, the standards of conduct shall include any person who is an employee, agent, consultant, officer, or elected official or appointed official of SUBRECIPIENT. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG -assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG assisted activity, or with respect to the proceeds of the CDBG -assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

Both SUBRECIPIENT and any subcontractors shall complete a Disclosure of Conflict of Interest Form included as Exhibit "D ". Upon written request, GRANTEE may grant an exception to the conflict of interest provisions on a case-by-case basis.

10. OTHER PROGRAM REQUIREMENTS

SUBRECIPIENT agrees to administer the services in compliance with all applicable City/County, State, and Federal guidelines including, but not limited to the following federal program requirements as now in effect and as may be amended from time to time:

Section 109 of the Housing and Community Development Act of 1974 requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs.

Equal Opportunity requirements as described in Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107.

Equal Protection of the Laws for Faith-Based and Community Organizations as described in Executive Order 13279 and the implementing regulations at 41 CFR chapter 60.

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135.

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part apply.

Exclusion of Debarred and Suspended Contractor requirements as described in 2 CFR Part 180.

Certain newly legalized aliens, as described in 24 CFR part 49, are not eligible to apply for CDBG benefits, including financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available with CDBG. Benefits do not include relocation services and payments to which persons displaced are entitled by law (24 CFR §570.613).

A building or facility designed, constructed, or altered with CDBG funds governed by this Agreement that meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications.

The contract provisions for non-federal entity contract under federal awards as set forth in Exhibit "E".

11. CLOSEOUT AND REVERSION OF ASSETS

GRANTEE will close out this Agreement when it determines that all applicable administrative actions and all required work of the Agreement have been completed by SUBRECIPIENT .

Unless provided an extension through written notification by GRANTEE, SUBRECIPIENT shall complete the following actions no later than thirty calendar days after the end date of the term of this Agreement:

- Submit, all financial, performance, and other reports as required by the terms of this Agreement;
- Liquidate all obligations incurred under the Agreement; and
- Transfer to GRANTEE any accounts receivable attributable to the use of CDBG funds, including CDBG program income.

Notwithstanding the expiration or earlier termination of this Agreement, SUBRECIPIENT's obligations to GRANTEE shall not terminate until all closeout requirements are completed. The following obligations of SUBRECIPIENT shall survive the termination of this Agreement:

- SUBRECIPIENT'S indemnity obligations;
- the obligation to cause audits to be performed relating to SUBRECIPIENT'S activities and costs under this Agreement;
- the obligation to repay to GRANTEE any CDBG proceeds improperly disbursed to SUBRECIPIENT or disbursed for ineligible expenditures;

- any other obligations which cannot by their nature be performed until after the expiration of the Agreement such as the submittal of final payment request and performance reports.

Any real or personal property purchased in whole or in part with CDBG funds provided under this Agreement are subject to the following requirements that shall survive the termination of this Agreement:

- Insurance and reporting requirements regarding real and personal property acquired with federal funds in accordance with the uniform administrative requirements contained in the U.S. federal regulations published at 2 CFR Part 200; and
- For real property under SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000, said property shall be used to meet one of the national objectives in 24 CFR 570.208 for five years after close out of this Agreement. If the property is disposed of within five years of the close out of this Agreement, SUBRECIPIENT shall reimburse GRANTEE the a percentage of the current fair market value of the property equal to the percentage of CDBG funds expended to the overall acquisition and improvement cost of the property.

12. SUSPENSION AND TERMINATION

Termination for Convenience. This Agreement may be terminated by either party if SUBRECIPIENT and GRANTEE mutually agree in writing to its termination and upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated.

Furthermore, GRANTEE may suspend or terminate this Agreement if SUBRECIPIENT materially fails to comply with any terms of this Agreement.

If, through any cause, the SUBRECIPIENT fails to fulfill in timely and proper manner its obligations under this Agreement, ineffectively or improperly use funds provided under this Agreement, or if SUBRECIPIENT shall violate any of the covenants, agreements, or stipulations of this Agreement, GRANTEE shall thereupon have the right to terminate this Agreement by giving written notice to SUBRECIPIENT of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents and reports prepared by SUBRECIPIENT under this Agreement shall, at the option of GRANTEE, become its property and SUBRECIPIENT shall be entitled to receive just and equitable payment for any satisfactory work completed subject to the limitations of this Agreement.

13. MANDATORY DISCLOSURES

SUBRECIPIENT shall provide written notice to the GRANTEE within five days of all potential conflicts of interest and violations of criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Failure to make required disclosures can result in termination of the Agreement and suspension or debarment from future federal awards.

14. FINDINGS CONFIDENTIAL

Any reports, information or data given to or prepared by SUBRECIPIENT concerning GRANTEE under this Agreement shall not be made available to any individual or organization by SUBRECIPIENT without first submitting them to GRANTEE.

15. GENERAL CONDITIONS

SUBRECIPIENT shall implement this Agreement in accordance with applicable Federal, State, County, and City laws, ordinances and codes. Should a Project receive additional funding after the commencement of this Agreement, SUBRECIPIENT shall notify GRANTEE in writing within thirty days of receiving notification from the funding source and submit a cost allocation plan for approval by GRANTEE within forty-five days of said official notification.

SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) SUBRECIPIENT does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) SUBRECIPIENT does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

SUBRECIPIENT shall comply with the bonding and insurance requirements set forth in 2 CFR Part 200. The SUBRECIPIENT shall additionally carry sufficient insurance and bond coverage as set forth in Exhibit "C".

SUBRECIPIENT shall subcontract all work or services through written contract or agreement subject to each provision of this Agreement and applicable City, County, State and Federal guidelines and regulations. Prior to execution of any subcontract hereunder, such subcontracts must be submitted by SUBRECIPIENT to GRANTEE for its review and approval, which will specifically include a determination of compliance. None of the work or services covered by this Agreement, including but not limited to consultant work or services, shall be subcontracted by SUBRECIPIENT or reimbursed by GRANTEE without prior written approval.

16. INDEPENDENT CONTRACTOR

In furnishing the services provided for herein, SUBRECIPIENT is acting solely as an independent contractor. Neither SUBRECIPIENT, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of GRANTEE for any purpose. GRANTEE shall have no right to control or supervise or direct the manner or method by which SUBRECIPIENT shall perform its work and functions. However, GRANTEE shall

retain the right to administer this Agreement so as to verify that SUBRECIPIENT is performing its obligations in accordance with the terms and conditions thereof.

This Agreement does not evidence a partnership or joint venture between SUBRECIPIENT and GRANTEE. SUBRECIPIENT shall have no authority to bind GRANTEE absent GRANTEE's express written consent. Except to the extent otherwise provided in this Agreement, SUBRECIPIENT shall bear its own costs and expenses in pursuit thereof.

Because of its status as an independent contractor, SUBRECIPIENT and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to GRANTEE's employees. SUBRECIPIENT shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, SUBRECIPIENT shall be solely responsible, indemnify, defend and save GRANTEE harmless from all matters relating to employment and tax withholding for and payment of SUBRECIPIENT's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in GRANTEE employment benefits, entitlements, programs and/or funds offered employees of GRANTEE whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, SUBRECIPIENT may be providing services to others unrelated to GRANTEE or to this Agreement.

17. INDEMNIFICATION

To the furthest extent allowed by law including California Civil Code section 2782, SUBRECIPIENT shall indemnify, hold harmless and defend GRANTEE and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in Contract, tort or strict liability, including, but not limited to personal injury, death at any time and property damage) incurred by GRANTEE, SUBRECIPIENT or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. SUBRECIPIENT's obligations under the preceding sentence shall apply regardless of whether GRANTEE or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or willful misconduct, of GRANTEE or any of its officers, officials, employees, agents or volunteers.

If SUBRECIPIENT should contract or subcontract all or any portion of the work to be performed under this Agreement, SUBRECIPIENT shall require each SUBRECIPIENT and/or subcontractor to indemnify, hold harmless and defend

GRANTEE and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

18. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following contract representatives:

GRANTEE

City of Dinuba
C/O George Avila,
Business Manager
1088 E. Kamm Avenue
Dinuba, CA 93618

SUBRECIPIENT

Self-Help Enterprises
C/O Susan Long, Program Director
8445 W Elowin Ct
P.O. Box 6520
Visalia, CA 93290

19. AMENDMENTS

GRANTEE or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the GRANTEE's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the GRANTEE or SUBRECIPIENT from its obligations under this Agreement.

GRANTEE may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both GRANTEE and SUBRECIPIENT.

20. ASSIGNMENT

SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the GRANTEE.

21. SEVERABILITY

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining

provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.

22. ATTORNEY FEES

If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party will be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

23. BINDING ON ALL SUCCESSORS AND ASSIGNS

Unless otherwise expressly provided in this Agreement, all the terms and provisions of this Agreement shall be binding on and inure to the benefit of the parties hereto, and their respective nominees, heirs, successors, assigns, and legal representatives.

24. COUNTERPARTS

This Agreement may be executed in counterparts, each of which when executed and delivered will be deemed an original, and all of which together will constitute one instrument. The execution of this Agreement by any party hereto will not become effective until counterparts hereof have been executed by all parties hereto.

25. CUMULATIVE REMEDIES

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity. All powers and remedies given by this Agreement shall be cumulative and in addition to those otherwise provided by law.

26. EFFECTIVE DATE

This Agreement shall be effective upon the Parties' complete execution following City Council approval.

27. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement of the parties with respect to the subject matter hereof. This Agreement supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended only by written instrument duly authorized and executed by both GRANTEE and SUBRECIPIENT.

28. EXHIBITS

Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

29. EXPENSES INCURRED UPON EVENT OF DEFAULT

SUBRECIPIENT shall reimburse GRANTEE for all reasonable expenses and costs of collection and enforcement, including reasonable attorney's fees, incurred by GRANTEE as a result of one or more Events of Default by SUBRECIPIENT under this Agreement.

30. GOVERNING LAW AND VENUE

Except to the extent preempted by applicable federal law, the laws of the State of California shall govern all aspects of this Agreement, including execution, interpretation, performance, and enforcement. Venue for filing any action to enforce or interpret this Agreement will be Tulare County, California.

31. HEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

32. INTERPRETATION

This Agreement in its final form is the result of the combined efforts of the parties. Any ambiguity will not be construed in favor or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

33. NO THIRD PARTY BENEFICIARY

The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties other than expressly identified herein. No subcontractor, mechanic, materialman, laborer, vendor, or other person hired or retained by SUBRECIPIENT shall have any rights hereunder and shall look to SUBRECIPIENT as their sole source of recovery if not paid. No third party may enter any claim or bring any such action against GRANTEE under any circumstances. Except as provided by law, or as otherwise agreed to in writing between GRANTEE and such person, each such person shall be deemed to have waived in writing all right to seek redress from GRANTEE under any circumstances whatsoever. SUBRECIPIENT shall include this paragraph in all contracts/subcontracts.

34. NO WAIVER

Neither failure nor delay on the part of the GRANTEE in exercising any right under this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such right preclude any further exercise thereof or the exercise of any other right. No waiver of any provision of this Agreement or consent to any departure by the SUBRECIPIENT therefrom shall be effective unless the same shall be in writing, signed on behalf of the GRANTEE by a duly authorized officer thereof, and the same shall be effective only in the specific instance for which it is given. No notice to or demand on the SUBRECIPIENT in any case shall entitle the SUBRECIPIENT to any other or further notices or demands in similar or other circumstances, or constitute a waiver of any of the GRANTEE's right to take other or further action in any circumstances without notice or demand.

35. NON-RELIANCE

SUBRECIPIENT hereby acknowledges having obtained such independent legal or other advice as it has deemed necessary and declares that in no manner has it relied on GRANTEE, its agents, employees or attorneys in entering into this Agreement.

36. PRECEDENCE OF DOCUMENTS

In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement will control.

37. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement at Dinuba, California, the day and year first above written.

Addresses:

GRANTEE:

SUBRECIPIENT:

City of Dinuba
Attention: Ismael Hernandez
Director of Public Works
1088 E. Kamm Avenue
Dinuba, CA 93618
Phone: (661)591-5924
FAX: (559)

Self-Help Enterprises
Attention: Susan Long
Program Director
8445 W Elowin Ct
P.O. Box 6520
Visalia, CA 93290
Phone: (559)802-1630
FAX: (559) 651-3634

Attachments:

EXHIBIT A: SCOPE OF WORK
EXHIBIT B: PROPOSED BUDGET
EXHIBIT C: INSURANCE REQUIREMENTS
EXHIBIT D: CONFLICT OF INTEREST
EXHIBIT E: CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

GRANTEE
CITY OF DINUBA

SUBRECIPIENT
SELF-HELP ENTERPRISES

Luis Patlan, City Manager

Thomas Collishaw, CEO/President

Addresses :

GRANTEE:
City of Dinuba
Attention: Ismael Hernandez
Director of Public Works
1088 E. Kamm Avenue
Dinuba, CA 93618
Phone: (661)591-5924
FAX: (559)

SUBRECIPIENT:
Self-Help Enterprises
Attention: Susan Long
Program Director
8445 W Elwin Ct .
P.O. Box 6520
Visalia, CA 93290
Phone: (559) 802-1630
FAX: (559) 651-3436

Attachments :

EXHIBIT A: SCOPE OF WORK
EXHIBIT B: PROPOSED BUDGET
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CONTRACTS UNDER FEDERAL AWARDS

EXHIBIT A

SCOPE OF WORK

Matrix Code:	18C LMH Micro-Enterprise Assistance
National Objective:	24 CFR 570.207(b)(4)
CDBG Eligibility:	Emergency Grants

Project Description:

Self-Help Enterprises will offer a Micro-Enterprise Assistance Program: Forgivable Loans will provided income eligible (at or below 80% of county AMI) business owners and/or create/retain job for those with incomes at or below 80% of the county AMI, in the City limits of Dinuba, for items such as operating expenses and working capital, for a period acceptable under the Notice of Program Rules, Waivers, and Alternative Requirements, Under the CARES Act for Community Development Block Grant Program Coronavirus Response Grants, Fiscal Year 2019 and 2020 Community Development Block Grants, and for Other Formula Programs Item III.B.5.(f)(i).

Records to Be Maintained

The subrecipient shall maintain records including, but not limited to:

Basic Activity Information

The SUBRECIPIENT shall maintain a project file that contains a full description of each activity assisted with CDBG and funds, including its location, the amount of CDBG funds budgeted, obligated and expended for the activity, and the eligibility and national objective under which it is eligible.

Data on the extent to which each racial and ethnic group and have applied for, participated in, or benefited from, any program or activity funded in whole or in part with CDBG funds. Such information shall be used only as a basis for further investigation as to compliance with nondiscrimination requirements. No recipient is required to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.

Data will be collected to document duplication of benefits at application and will be collected throughout the expenditure period and provided to the City.

Financial Management Records

The SUBRECIPIENT shall maintain financial records in accordance with the applicable requirements listed in Sec. 570.502, including source documentation.

The project file must document how the CDBG funds are expended. Such documentation must include, to the extent applicable:

- Invoices with supporting documentation
- Evidence that adequate procurement practices were in place and followed
- Schedules containing comparisons of budgeted amounts and actual expenditures,

- Construction progress schedules signed by appropriate parties (e.g., general contractor and/or a project architect), if applicable
- Other documentation appropriate to the nature of the activity

National Objective Compliance - Low Mod Job Activities (LMJ)

The SUBRECIPIENT shall maintain records for each job created/retained, including:

- The total cost of the activity, including both CDBG and non-CDBG funds.
- a determination of beneficiary's household size and estimated annual income (as defined under the 24 CFR 5.609) completed and signed by the SUBRECIPIENT supported by income self-certifications.

SUBRECIPIENT shall ensure the CDBG grant and program income funds provided by GRANTEE are clearly identified as a subaward and include the following information:

- SUBRECIPIENT NAME: Self-Help Enterprises
- Subrecipient ID (DUNS): 056179906
- State Award Identification Number:
- State Award Date:
- Period of Performance:
- Funds Obligated by this Agreement: CDBG CV-1 Grant and Program Income
- Total Funds Obligated to SUBRECIPIENT: \$250,000
- Total Amount of the Award: \$124,317 (CDBG CV1)
- Award project description: See Exhibit A - Scope of Work
- Name of awarding agency: CA Dept. of Housing and Community Development
- Name of pass-through entity: City of Dinuba, California
- Award Official Contact Information: See Section 18 - Notices
- CFDA Number:
- CFDA Name: Community Development Block Grant
- Identification of R&D: No
- Indirect cost rate for the Federal award: 21.97%

EXHIBIT B
PROPOSED BUDGET

#	Line Item	Approved Budget
1	Salaries	\$8,700
2	Fringe Benefits	\$2,871
3	Professional Services	\$1,800
4	Supplies & Equipment	\$650
5	Rent / Lease / Utilities	\$1,771
6	Utilities / Telephone	\$950
7	Mileage / Transportation	\$1,000
8	Other: Indirect Cost Rate (approved 21.97%)	\$2,542
9	Other: Education & Outreach	\$850
10	Other: Micro-Enterprises Business Assistance Payments	\$103,183
	TOTAL	\$124,317

EXHIBIT C

INSURANCE REQUIREMENTS **Agreement between City of Dinuba ("CITY")** **and Self-Help Enterprises ("SUBRECIPIENT")**

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury, " "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the CITY, its officers, officials, employees, agents, and volunteers are to be listed as additional insureds.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) that includes Cyber Liability (Privacy and Data breach) insurance appropriate to SUBRECIPIENT profession.

MINIMUM LIMITS OF INSURANCE

SUBRECIPIENT, or any party the SUBRECIPIENT subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. COMMERCIAL GENERAL LIABILITY:

- (i) \$1,000,000 per occurrence for bodily injury and property damage;
- (ii) \$1,000,000 per occurrence for personal and advertising injury;
- (iii) \$2,000,000 aggregate for products and completed operations; and,
- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. COMMERCIAL AUTOMOBILE LIABILITY:

\$1,000,000 per accident for bodily injury and property damage.

3. WORKERS' COMPENSATION INSURANCE as required by the State of California with statutory limits.

4. EMPLOYER'S LIABILITY:

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

5. PROFESSIONAL LIABILITY (Errors and Omissions) & (Privacy & Data breach coverage):

- (i) \$1,000,000 per claim/occurrence; and,
- (ii) \$2,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

In the event SUBRECIPIENT purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents, and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

SUBRECIPIENT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and SUBRECIPIENT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the CITY's Risk Manager or designee. At the option of the CITY's Risk Manager or designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents, and volunteers; or
- (ii) SUBRECIPIENT shall provide a financial guarantee, satisfactory to CITY's Risk Manager or designee, guaranteeing payment of losses and related investigations,

claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds. SUBRECIPIENT shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents, and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims relating to this Agreement, SUBRECIPIENT's insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers shall be excess of SUBRECIPIENT's insurance and shall not contribute with it. SUBRECIPIENT shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 010413.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: SUBRECIPIENT and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents, and volunteers.

If the Professional Liability (Errors and Omissions) with Cyber Liability insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by SUBRECIPIENT.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs

first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by SUBRECIPIENT, SUBRECIPIENT must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to CITY for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to CITY. SUBRECIPIENT is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, SUBRECIPIENT shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, SUBRECIPIENT shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

Should any of the required policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by any defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

The fact that insurance is obtained by SUBRECIPIENT shall not be deemed to release or diminish the liability of SUBRECIPIENT, including, without limitation, liability under the indemnity provisions of this Agreement. The policy limits do not act as a limitation upon the amount of indemnification to be provided by SUBRECIPIENT. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of SUBRECIPIENT, its principals, officers, agents, employees, persons under the supervision of SUBRECIPIENT, vendors, suppliers, invitees, consultant, sub-consultant, subcontractors, or anyone employed directly or indirectly by any of them.

SUBCONTRACTORS - If SUBRECIPIENT subcontracts any or all of the services to be performed under this Agreement, SUBRECIPIENT shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance

documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no Side Agreement is required, SUBRECIPIENT will be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

VERIFICATION OF COVERAGE

SUBRECIPIENT shall furnish CITY with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, SUBRECIPIENT shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

EXHIBIT D
CONFLICT OF INTEREST

		YES*	NO
1	Are you currently in litigation with the City of Dinuba or any of its agents?	☐	X
2	Do you represent any firm, organization or person who is in litigation with the City of Dinuba?	☐	X
3	Do you currently represent or perform work for any clients who do business with the City of Dinuba?	☐	X
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Dinuba, or in a business which is in litigation with the City of Dinuba?	☐	X
5	Are you or any of your principals, managers or professionals, related by blood or marriage to any City of Dinuba employee who has any significant role in the subject matter of this service?	☐	X
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	☐	X
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

Date _____

Print Signature Name

Self-Help Enterprises
8445 W Elowin Ct
Visalia, CA 93290

Additional page(s) attached.

EXHIBIT E
CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS
UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from

inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, " and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended- Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)- A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that

implement Executive Orders 12549 (3 CFR Part 1986 Comp., p.189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See §200.322 Procurement of recovered materials.



City Council Staff Report

Department: CITY MANAGER'S OFFICE

October 13, 2020

To: Mayor and City Council
From: Linda Barkley, City Clerk
Subject: City Council Meeting Minutes, September 22, 2020 (LB)

RECOMMENDATION

Council to review and approve city Council meeting minutes as presented.

EXECUTIVE SUMMARY

None.

OUTSTANDING ISSUES

None.

DISCUSSION

None.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.

ATTACHMENTS:

[City Council Meeting Minutes, September 22, 2020](#)



CITY COUNCIL REGULAR MEETING (Teleconference)

**September 22, 2020
MINUTES**

COUNCIL MEMBERS PRESENT:

Thusu, Longoria, Launer, Reynosa, Morales

COUNCIL MEMBERS ABSENT:

None.

STAFF MEMBERS PRESENT:

Barkley, Hernandez, Hurtado, James, Jenner, Moreno, Patlan, Popovich, Thompson, Watts

1. OPENING CEREMONIES

1.1. Welcome and Call to Order

Mayor Thusu called the meeting to order at 6:30 pm.

City Clerk Barkley conducted roll call of the City Council and city staff as the meeting was teleconferenced.

1.2. Invocation

The invocation was led by City Clerk Barkley.

1.3. Pledge of Allegiance

The Pledge of Allegiance was led by Chief Thompson.

2. AGENDA CHANGES OR DELETIONS

To better accommodate members of the public or convenience in the order of presentation, items on the agenda may not be presented or acted upon in the order listed. Additions to Agenda may be added only pursuant to California Government Code section 54956.8.

Council Member Launer requested that item 4.4. of the consent calendar be pulled for discussion prior to consideration for approval.

City Manager Patlan requested item 4.7. of the consent calendar be moved to the meeting of October 13, 2020.

3. REQUEST TO ADDRESS COUNCIL - Pursuant to Governor Newsom's

Executive Order N-25-20, the meeting will be held via Teleconference. Information will be provided on the City's website at dinuba.org under the Meeting Agendas tab. Those wishing to correspond with the City Council, may do so at info@dinuba.ca.gov by 5:00 pm on the day of the meeting. Please submit comments concerning public hearing items via the same email address.

This portion of the meeting is reserved for any person who would like to address the Council on any item that is not on the agenda. Please be advised that State law does not allow the City Council to discuss or take any action on any issue not on the agenda. The City Council may direct staff to follow up on such item(s). Speakers are limited to three (3) minutes. If there is any person wishing to address the City Council at this time please approach the podium and state your name and nature of the request.

None.

4. CONSENT CALENDAR

Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, a member of the audience or a Council Member may request an item be removed from the Consent Calendar and it will be considered separately.

4.1. SUBJECT

City Boards and Commissions Update (LB)

RECOMMENDATION

Council to receive information on the current listing of the City's boards and commissions.

4.2. SUBJECT

Resolution No. 2020-57 Adoption of the 2020 City of Dinuba Conflict of Interest Code (LB)

RECOMMENDATION

Council adopt Resolution No. 2020-57 adopting the City of Dinuba's amended Conflict of Interest Code.

4.3. SUBJECT

Appointment to the Tulare County Measure R Citizens' Oversight Committee (LB)

RECOMMENDATION

Council to reappoint Maria McElroy to the Tulare County Measure R Citizens' Oversight Committee representing the City of Dinuba.

4.4. SUBJECT

Resolution No. 2020-55 Acquisition of Public Street Easements for the Alta/Nebraska Avenue Roundabout and Nebraska Avenue Widening Project (JW)

RECOMMENDATION

Council adopts Resolution No. 2020-55 by one motion for the following action:

1. Approves the right of way agreements with Otani Properties, Jaime Lopez, Kim Chung, Hajjaj and Faten Hasan.
2. Authorizes the City Manager or designee to sign agreements on behalf of the City for acquisition of Easements for Public Street and Utility purposes and open escrow for the sales;
3. Accepts the Right-of-Way dedications for Public Street, Utility, and Temporary Construction purposes at the same properties.

4.5. SUBJECT

City Council Meeting Minutes, September 8, 2020 (LB)

RECOMMENDATION

Council to review and approve the meeting minutes as presented.

4.6. SUBJECT

City of Dinuba Cash and Investment Fiscal Year Report for the year ending June 30, 2020 (MM)

RECOMMENDATION

Council accept the City of Dinuba Cash and Investment Report for the fiscal year ending June 30, 2020.

4.7. SUBJECT

Health Management Associates Agreement for Emergency Medical Reimbursements (CT)

RECOMMENDATION

Council approve the agreement between the cities of Dinuba, Kingsburg, Coalinga, Sanger, Selma and Health Management Associates regarding consulting services for the Intergovernmental transfer(IGT) program for ambulance reimbursements.

4.8. SUBJECT

City Manager Employment Agreement (LP)

RECOMMENDATION

Council to approve an additional five-year employment agreement with Luis Patlan, City Manager and authorize the Mayor to execute the document.

A motion was made by Vice Mayor Longoria, second by Council Member Launer, to approve the consent calendar with the exception of item 4.7.

Ayes: Launer, Longoria, Morales, Reynosa, Thusu

5. WARRANT REGISTER

5.1. SUBJECT

Warrant Register September 11, 18, 2020 (MM)

RECOMMENDATION

Council to review and approve the warrant register as presented.

A motion was made by Council Member Reynosa, second by Council Member Launer, to approve the warrant register as presented.

Ayes: Launer, Longoria, Morales, Reynosa, Thusu

6. DEPARTMENT REPORTS

6.1. SUBJECT

Lease Agreement with UnWired Broadband, Inc. for the use of the Centennial Park Water Tower (DJ)

RECOMMENDATION

Council to approve a lease agreement with UnWired Broadband, Inc. for the use of the Centennial Park water tower.

Assistant City Manager James presented the information for consideration. James reported the agreement is for five years and it includes two 5 year extensions.

A motion was made by Council Member Reynosa, second by Council Member Launer, to approve the lease agreement with UnWired Broadband, Inc. for the use of the Centennial Park water tower.

Ayes: Launer, Longoria, Morales, Reynosa, Thusu

7. MAYOR/COUNCIL REPORTS

Council Member Reynosa asked Director Hernandez to thank his staff for their efforts to move move the clock onto the Historical Society property.

Council Member Morales thanked Director Hernandez and his staff for installation of sidewalks in District 1.

Council Member Launer stated that it's wonderful to see improvements on the south side of town. Launer reported that last week the policy committee met virtually over three days, they met with congressmen. The committee received a message from Deputy Director Williams and will receive a plan to do repairs through the department of reclamation. Part of the meeting was to ensure that the central valley benefits. There too was much discussion about transportation and Highway 99 repairs.

Mayor Thusu echoed sentiments of the rest of the City Council. He reported he attended the first Transit JPA meeting. He reported he has policy committee meetings this week for the League. The annual conference meeting will be held soon via Zoom

and he encouraged the Council to participate.

8. CITY MANAGER COMMUNICATIONS

City Manager Patlan thanked the Council for renewing his employment contract. He thanked city staff for their work to improve the quality of life of residents. He reported there are many capital projects going on and were long overdue.

9. CITY STAFF COMMUNICATIONS

Assistant City Manager James reported that the Park survey is on the city website.

Engineer Watts urged everyone to be careful around road repairs on Nebraska and College Ave.

Director Hernandez reported that a private resident commended staff for their work.

Chief Thompson reported there is one firefighter/EMT stationed at the Sequoia Complex fire. All is going well in the department.

Chief Popovich thanked the Council for their support; he reported the department continues to be busy, enforcement of traffic, spirits are high and staff is healthy. He reported that former Dinuba Police Officer Cruz Balderas retired, passed away over the weekend. Services are pending.

10. CLOSED SESSION

10.1. Conference with Real Property Negotiators (DJ)

Pursuant to GC 54956.8, Sale of Real Property; Property: APN(s): 017-124-002 and 017-124-003

Agency Negotiator(s): Luis Patlan, City Manager and Daniel James, Assistant City Manager

Under Negotiation: Terms of sale

No action taken.

11. ADJOURNMENT

Mayor Thusu adjourned the meeting at 7:31 pm.



City Council Staff Report

Department: CITY MANAGER'S OFFICE

October 13, 2020

To: Mayor and City Council
From: Linda Barkley, City Clerk
Subject: Warrant Register September 22; October 2 & 9, 2020 (MM)

RECOMMENDATION

Council to review and approve the warrant register as presented.

EXECUTIVE SUMMARY

None.

OUTSTANDING ISSUES

None.

DISCUSSION

None.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.

ATTACHMENTS:

[WR 09.22.2020](#)

[WR 10.02.2020](#)

[WR 10.09.2020](#)



Accounts Payable Invoice Report

Payment Date Range 09/21/20 - 09/25/20
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 385 - 4 Creeks, Inc.									
20458	4 Creeks Dickey Ave	Paid by Check #27356		09/10/2020	09/25/2020	09/25/2020		09/25/2020	8,410.50
		Vendor 385 - 4 Creeks, Inc. Totals				Invoices	1		\$8,410.50
Vendor 206 - ADT Security Services, Inc.									
86617518 9/13	SECURITY SERVICES FOR WWTP	Paid by Check #27357		09/13/2020	09/25/2020	09/25/2020		09/25/2020	172.23
		Vendor 206 - ADT Security Services, Inc. Totals				Invoices	1		\$172.23
Vendor 263 - Advantek Benefit Administrators									
9/4/20	Funding Request	Paid by Check #27358		09/04/2020	09/25/2020	09/25/2020		09/25/2020	45,376.65
9/11/20	Funding Request	Paid by Check #27358		09/11/2020	09/25/2020	09/25/2020		09/25/2020	19,259.07
		Vendor 263 - Advantek Benefit Administrators Totals				Invoices	2		\$64,635.72
Vendor 757 - Alexanders Electric Motor Shop									
90213	#2 AERATOR AT DIGESTER REPAIR	Paid by Check #27359		09/08/2020	09/25/2020	09/25/2020		09/25/2020	2,536.30
		Vendor 757 - Alexanders Electric Motor Shop Totals				Invoices	1		\$2,536.30
Vendor 522 - Allstar Towing									
37180	PD - 2014 Nissan Altima / DA2002084	Paid by Check #27360		08/17/2020	09/25/2020	09/25/2020		09/25/2020	170.00
		Vendor 522 - Allstar Towing Totals				Invoices	1		\$170.00
Vendor 1595 - American Paving Co.									
6 Retention	American paving Kamm and Greene	Paid by Check #27361		09/15/2020	09/25/2020	09/25/2020		09/25/2020	28,413.39
		Vendor 1595 - American Paving Co. Totals				Invoices	1		\$28,413.39
Vendor 1538 - American River Benefit Administrators									
#8461 4th Q 20	#8461 4th Q 2020	Paid by Check #27362		09/01/2020	09/25/2020	09/25/2020		09/25/2020	297.00
		Vendor 1538 - American River Benefit Administrators Totals				Invoices	1		\$297.00
Vendor 351 - Anthem Blue Cross									
100303022I	Ramirez 010W01865	Paid by Check #27366		09/06/2020	09/25/2020	09/25/2020		09/25/2020	74.20
100389039I	Medders 975A79192	Paid by Check #27370		09/06/2020	09/25/2020	09/25/2020		09/25/2020	74.20
100391119I	Canales 530M82834	Paid by Check #27367		09/06/2020	09/25/2020	09/25/2020		09/25/2020	74.20
100391712I	Sano 060M86753	Paid by Check #27365		09/06/2020	09/25/2020	09/25/2020		09/25/2020	80.70
100395285I	Harman 532W04713	Paid by Check #27369		09/06/2020	09/25/2020	09/25/2020		09/25/2020	74.20
100408584I	Magyar 792A24403	Paid by Check #27368		09/06/2020	09/25/2020	09/25/2020		09/25/2020	77.80
000128746781	Tyler 141A75193	Paid by Check #27364		09/07/2020	09/25/2020	09/25/2020		09/25/2020	207.81
000128848625	Ramirez 992W01856	Paid by Check #27363		09/07/2020	09/25/2020	09/25/2020		09/25/2020	156.74
		Vendor 351 - Anthem Blue Cross Totals				Invoices	8		\$819.85
Vendor 17 - AT&T									
23845182149/20	Telephone	Paid by Check #27386		09/07/2020	09/25/2020	09/25/2020		09/25/2020	67.34



Accounts Payable Invoice Report

Payment Date Range 09/21/20 - 09/25/20
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
93910544709/20	9/10/2020	Paid by Check #27374		09/11/2020	09/25/2020	09/25/2020		09/25/2020	21.81
93910544719/20	9/10/2020	Paid by Check #27375		09/11/2020	09/25/2020	09/25/2020		09/25/2020	20.16
93910544799/20	9/10/2020	Paid by Check #27376		09/11/2020	09/25/2020	09/25/2020		09/25/2020	21.81
93910547429/20	9/10/2020	Paid by Check #27373		09/11/2020	09/25/2020	09/25/2020		09/25/2020	105.77
93910544759/20	Parks	Paid by Check #27377		09/10/2020	09/25/2020	09/25/2020		09/25/2020	20.19
93910690129/20	Parks	Paid by Check #27379		09/10/2020	09/25/2020	09/25/2020		09/25/2020	61.93
93910547449/20	Parks	Paid by Check #27378		09/11/2020	09/25/2020	09/25/2020		09/25/2020	232.41
93910544699/20	PD - 08/11/2020 - 09/10/2020	Paid by Check #27371		09/11/2020	09/25/2020	09/25/2020		09/25/2020	20.16
	Billing Charges								
93910547409/20	PD - 08/11/2020 - 09/10/2020	Paid by Check #27372		09/11/2020	09/25/2020	09/25/2020		09/25/2020	260.11
	Billing Charges								
93910372779/20	PW	Paid by Check #27380		09/10/2020	09/25/2020	09/25/2020		09/25/2020	24.19
93910544729/20	PW	Paid by Check #27381		09/10/2020	09/25/2020	09/25/2020		09/25/2020	41.98
93910544740/20	Telephone	Paid by Check #27382		09/10/2020	09/25/2020	09/25/2020		09/25/2020	42.29
93910544779/20	PW	Paid by Check #27383		09/10/2020	09/25/2020	09/25/2020		09/25/2020	21.81
93910544789/20	PW	Paid by Check #27384		09/10/2020	09/25/2020	09/25/2020		09/25/2020	21.81
93910547419/20	PW	Paid by Check #27385		09/11/2020	09/25/2020	09/25/2020		09/25/2020	271.45
Vendor 17 - AT&T Totals						Invoices	16		\$1,255.22
Vendor 376 - BCS Consulting, LLC									
2020116	IT Services	Paid by Check #27387		09/15/2020	09/25/2020	09/25/2020		09/25/2020	6,200.00
Vendor 376 - BCS Consulting, LLC Totals						Invoices	1		\$6,200.00
Vendor 105 - Best Uniforms									
42454	PD - Credit on Invoice #42424 - Uniform / ACO Ben Hernandez	Paid by Check #27388		08/31/2020	09/25/2020	09/25/2020		09/25/2020	(87.98)
42461	PD - Uniform / ACO Armando Gurrola	Paid by Check #27388		09/09/2020	09/25/2020	09/25/2020		09/25/2020	595.37
Vendor 105 - Best Uniforms Totals						Invoices	2		\$507.39
Vendor 1675 - Best Western Americana									
Conf #79448 9/21	8/1 - 9/21/2020	Paid by Check #27389		09/21/2020	09/25/2020	09/25/2020		09/25/2020	4,160.00
Vendor 1675 - Best Western Americana Totals						Invoices	1		\$4,160.00
Vendor 116 - BSK Analytical Laboratories									
AD16916	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #27390		08/24/2020	09/25/2020	09/25/2020		09/25/2020	144.00
AD17563	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #27390		09/01/2020	09/25/2020	09/25/2020		09/25/2020	13.00
AD17570	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #27390		09/01/2020	09/25/2020	09/25/2020		09/25/2020	144.00
AD18018	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #27390		09/08/2020	09/25/2020	09/25/2020		09/25/2020	144.00
AD18021	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #27390		09/08/2020	09/25/2020	09/25/2020		09/25/2020	13.00



Accounts Payable Invoice Report

Payment Date Range 09/21/20 - 09/25/20
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 116 - BSK Analytical Laboratories			Totals	Invoices			5		\$458.00
Vendor 94 - California Public Employees Retirement									
08/30-9/12/20	Payroll 09/17/2020	Paid by EFT #1346		09/18/2020	09/21/2020	09/21/2020		09/21/2020	85,220.27
16149517	GASB-68	Paid by EFT #1347		09/18/2020	09/21/2020	09/21/2020		09/21/2020	1,750.00
2021-00000094	31 - 457 - Employee CalPERS \$*	Paid by EFT #1345		09/18/2020	09/21/2020	09/21/2020		09/21/2020	10,652.68
Vendor 94 - California Public Employees Retirement			Totals	Invoices			3		\$97,622.95
Vendor 1275 - California Turf Equipment									
468208	FOR PLANT MAINTENANCE	Paid by Check #27391		08/21/2020	09/25/2020	09/25/2020		09/25/2020	478.44
468212	REPLACE WORN OUT PART ON WEED EATER	Paid by Check #27391		08/21/2020	09/25/2020	09/25/2020		09/25/2020	94.70
Vendor 1275 - California Turf Equipment			Totals	Invoices			2		\$573.14
Vendor 381 - Cen Cal Distributing Inc.									
241553	Contractual	Paid by Check #27392		08/01/2020	09/25/2020	09/25/2020		09/25/2020	3.00
241554	Contractual	Paid by Check #27392		08/06/2020	09/25/2020	09/25/2020		09/25/2020	42.50
243005	Contractual	Paid by Check #27392		08/27/2020	09/25/2020	09/25/2020		09/25/2020	42.50
Vendor 381 - Cen Cal Distributing Inc.			Totals	Invoices			3		\$88.00
Vendor 246 - Central San Joaquin Valley Risk Management Auth.									
RMA 2021-0139	20/21 2nd Quarter	Paid by Check #27393		09/15/2020	09/25/2020	09/25/2020		09/25/2020	281,927.00
Vendor 246 - Central San Joaquin Valley Risk Management Auth.			Totals	Invoices			1		\$281,927.00
Vendor 411 - Central Valley Clean Water Association									
2020CVCWA	MEMBERSHIP	Paid by Check #27394		08/06/2020	09/25/2020	09/25/2020		09/25/2020	2,000.00
Vendor 411 - Central Valley Clean Water Association			Totals	Invoices			1		\$2,000.00
Vendor 333 - Cintas Corporation No. 2									
4060491984	PD - Janitorial Supplies	Paid by Check #27395		09/02/2020	09/25/2020	09/25/2020		09/25/2020	273.42
4061818967	PD - Janitorial Supplies	Paid by Check #27395		09/16/2020	09/25/2020	09/25/2020		09/25/2020	211.04
Vendor 333 - Cintas Corporation No. 2			Totals	Invoices			2		\$484.46
Vendor 1669 - Colantuono, Highsmith & Whatley, PC									
43739	PG&E Coalition	Paid by Check #27396		09/08/2020	09/25/2020	09/25/2020		09/25/2020	383.80
Vendor 1669 - Colantuono, Highsmith & Whatley, PC			Totals	Invoices			1		\$383.80
Vendor 1419 - Collins & Schoettler Planning Consultant, Inc.									
1095	Collins and Schoettler Planning Support	Paid by Check #27397		09/02/2020	09/25/2020	09/25/2020		09/25/2020	7,266.11
Vendor 1419 - Collins & Schoettler Planning Consultant, Inc.			Totals	Invoices			1		\$7,266.11
Vendor 170 - Comcast									
0160181 9/7/20	1088 E Kamm	Paid by Check #27398		09/07/2020	09/25/2020	09/25/2020		09/25/2020	32.27
Vendor 170 - Comcast			Totals	Invoices			1		\$32.27



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 1261 - Commercial Radiator Works, Inc.									
48475	REPAIR PARTS FOR WWRP 08	Paid by Check #27399		09/03/2020	09/25/2020	09/25/2020		09/25/2020	210.00
		Vendor 1261 - Commercial Radiator Works, Inc. Totals				Invoices	1		<u>\$210.00</u>
Vendor 1473 - Country View Nursery									
3613	Country View Median repairs accident 8/27/2020	Paid by Check #27400		09/16/2020	09/25/2020	09/25/2020		09/25/2020	43.30
		Vendor 1473 - Country View Nursery Totals				Invoices	1		<u>\$43.30</u>
Vendor 232 - Courier Printing and Village Printer									
C26007	ENVELOPES	Paid by Check #27401		08/14/2020	09/25/2020	09/25/2020		09/25/2020	528.94
		Vendor 232 - Courier Printing and Village Printer Totals				Invoices	1		<u>\$528.94</u>
Vendor 3 - Culligan Water									
162781	PORTABLE EXCHANGE TANK, 1 HIC SERVICE, DI RENTAL - WWTP	Paid by Check #27402		05/31/2020	09/25/2020	09/25/2020		09/25/2020	72.50
163015	PORTABLE EXCHANGE TANK - PW	Paid by Check #27402		05/31/2020	09/25/2020	09/25/2020		09/25/2020	76.00
163107	SOFTENER RENTAL SERVICE - WELL 20	Paid by Check #27402		05/31/2020	09/25/2020	09/25/2020		09/25/2020	42.00
165262	PORTABLE EXCHANGE TANK, 1 HIC SERVICE, DI RENTAL - WWTP	Paid by Check #27402		08/31/2020	09/25/2020	09/25/2020		09/25/2020	72.50
165591	PORTABLE EXCHANGE TANK - PW	Paid by Check #27402		08/31/2020	09/25/2020	09/25/2020		09/25/2020	76.00
165749	SOFTENER RENTAL SERVICE - WELL 20	Paid by Check #27402		08/31/2020	09/25/2020	09/25/2020		09/25/2020	42.56
		Vendor 3 - Culligan Water Totals				Invoices	6		<u>\$381.56</u>
Vendor 77 - Department of Justice									
470408	PD - August / Blood Alcohol Analysis Billing Charges	Paid by Check #27403		09/08/2020	09/25/2020	09/25/2020		09/25/2020	210.00
		Vendor 77 - Department of Justice Totals				Invoices	1		<u>\$210.00</u>
Vendor 85 - Dinuba Lions Club									
September 2020	Dues & Subscriptions	Paid by Check #27404		09/23/2020	09/25/2020	09/25/2020		09/25/2020	94.00
		Vendor 85 - Dinuba Lions Club Totals				Invoices	1		<u>\$94.00</u>
Vendor 4 - Dinuba Lumber Company									
142013	Maintenance	Paid by Check #27405		08/03/2020	09/25/2020	09/25/2020		09/25/2020	6.82
142017	Maintenance	Paid by Check #27405		08/03/2020	09/25/2020	09/25/2020		09/25/2020	324.42
142022	Maintenance	Paid by Check #27405		08/03/2020	09/25/2020	09/25/2020		09/25/2020	58.83
142096	Maintenance	Paid by Check #27405		08/03/2020	09/25/2020	09/25/2020		09/25/2020	20.57
142100	Maintenance	Paid by Check #27405		08/03/2020	09/25/2020	09/25/2020		09/25/2020	30.35
142208	Maintenance	Paid by Check #27405		08/03/2020	09/25/2020	09/25/2020		09/25/2020	26.03
142267	Maintenance	Paid by Check #27405		08/03/2020	09/25/2020	09/25/2020		09/25/2020	16.58



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
142282	Maintenance	Paid by Check #27405		08/03/2020	09/25/2020	09/25/2020		09/25/2020	64.19
142329	Maintenance	Paid by Check #27405		08/03/2020	09/25/2020	09/25/2020		09/25/2020	41.64
142384	Maintenance	Paid by Check #27405		08/03/2020	09/25/2020	09/25/2020		09/25/2020	18.92
142504	Maintenance	Paid by Check #27405		08/04/2020	09/25/2020	09/25/2020		09/25/2020	132.03
142508	Maintenance	Paid by Check #27405		08/04/2020	09/25/2020	09/25/2020		09/25/2020	10.14
142512	Maintenance	Paid by Check #27405		08/04/2020	09/25/2020	09/25/2020		09/25/2020	290.78
142521	Maintenance	Paid by Check #27405		08/04/2020	09/25/2020	09/25/2020		09/25/2020	3.52
142549	Maintenance	Paid by Check #27405		08/04/2020	09/25/2020	09/25/2020		09/25/2020	69.16
142606	Maintenance	Paid by Check #27405		08/04/2020	09/25/2020	09/25/2020		09/25/2020	4.48
142836	Maintenance	Paid by Check #27405		08/04/2020	09/25/2020	09/25/2020		09/25/2020	46.86
143060	Maintenance	Paid by Check #27405		08/05/2020	09/25/2020	09/25/2020		09/25/2020	5.26
143061	Maintenance	Paid by Check #27405		08/05/2020	09/25/2020	09/25/2020		09/25/2020	11.50
143076	Maintenance	Paid by Check #27405		08/05/2020	09/25/2020	09/25/2020		09/25/2020	324.42
143112	Maintenance	Paid by Check #27405		08/05/2020	09/25/2020	09/25/2020		09/25/2020	2.89
143144	Maintenance	Paid by Check #27405		08/05/2020	09/25/2020	09/25/2020		09/25/2020	21.46
143153	Maintenance	Paid by Check #27405		08/05/2020	09/25/2020	09/25/2020		09/25/2020	4.85
143274	Maintenance	Paid by Check #27405		08/05/2020	09/25/2020	09/25/2020		09/25/2020	38.07
143602	Maintenance	Paid by Check #27405		08/06/2020	09/25/2020	09/25/2020		09/25/2020	15.59
143817	Maintenance	Paid by Check #27405		08/06/2020	09/25/2020	09/25/2020		09/25/2020	18.25
143858	Maintenance	Paid by Check #27405		08/06/2020	09/25/2020	09/25/2020		09/25/2020	16.72
144082	Maintenance	Paid by Check #27405		08/07/2020	09/25/2020	09/25/2020		09/25/2020	24.25
144155	Maintenance	Paid by Check #27405		08/07/2020	09/25/2020	09/25/2020		09/25/2020	157.30
144296	Maintenance	Paid by Check #27405		08/07/2020	09/25/2020	09/25/2020		09/25/2020	64.75
144385	Maintenance	Paid by Check #27405		08/07/2020	09/25/2020	09/25/2020		09/25/2020	6.78
144759	Maintenance	Paid by Check #27405		08/08/2020	09/25/2020	09/25/2020		09/25/2020	26.73
145564	Maintenance	Paid by Check #27405		08/10/2020	09/25/2020	09/25/2020		09/25/2020	46.74
145585	Maintenance	Paid by Check #27405		08/10/2020	09/25/2020	09/25/2020		09/25/2020	46.64
145707	Maintenance	Paid by Check #27405		08/10/2020	09/25/2020	09/25/2020		09/25/2020	7.80
145764	Maintenance	Paid by Check #27405		08/10/2020	09/25/2020	09/25/2020		09/25/2020	33.67
145848	Maintenance	Paid by Check #27405		08/10/2020	09/25/2020	09/25/2020		09/25/2020	5.56
145889	Maintenance	Paid by Check #27405		08/10/2020	09/25/2020	09/25/2020		09/25/2020	10.14
145900	Maintenance	Paid by Check #27405		08/10/2020	09/25/2020	09/25/2020		09/25/2020	2.24
146105	Maintenance	Paid by Check #27405		08/11/2020	09/25/2020	09/25/2020		09/25/2020	46.74
146180	Maintenance	Paid by Check #27405		08/11/2020	09/25/2020	09/25/2020		09/25/2020	4.33
146583	Maintenance	Paid by Check #27405		08/12/2020	09/25/2020	09/25/2020		09/25/2020	284.86
146590	Maintenance	Paid by Check #27405		08/12/2020	09/25/2020	09/25/2020		09/25/2020	19.77
146593	Maintenance	Paid by Check #27405		08/12/2020	09/25/2020	09/25/2020		09/25/2020	129.12
146624	Maintenance	Paid by Check #27405		08/12/2020	09/25/2020	09/25/2020		09/25/2020	3.49
146625	Maintenance	Paid by Check #27405		08/12/2020	09/25/2020	09/25/2020		09/25/2020	23.43
146911	Maintenance	Paid by Check #27405		08/12/2020	09/25/2020	09/25/2020		09/25/2020	12.48
146929	Maintenance	Paid by Check #27405		08/12/2020	09/25/2020	09/25/2020		09/25/2020	14.15
147101	Maintenance	Paid by Check #27405		08/13/2020	09/25/2020	09/25/2020		09/25/2020	25.93



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147103	Maintenance	Paid by Check #27405		08/13/2020	09/25/2020	09/25/2020		09/25/2020	32.38
147115	Maintenance	Paid by Check #27405		08/13/2020	09/25/2020	09/25/2020		09/25/2020	20.57
147190	Maintenance	Paid by Check #27405		08/13/2020	09/25/2020	09/25/2020		09/25/2020	58.46
147192	Maintenance	Paid by Check #27405		08/13/2020	09/25/2020	09/25/2020		09/25/2020	22.93
147214	Maintenance	Paid by Check #27405		08/13/2020	09/25/2020	09/25/2020		09/25/2020	29.23
147636	Maintenance	Paid by Check #27405		08/14/2020	09/25/2020	09/25/2020		09/25/2020	14.15
147641	Maintenance	Paid by Check #27405		08/14/2020	09/25/2020	09/25/2020		09/25/2020	134.37
147642	Maintenance	Paid by Check #27405		08/14/2020	09/25/2020	09/25/2020		09/25/2020	13.65
147681	Maintenance	Paid by Check #27405		08/14/2020	09/25/2020	09/25/2020		09/25/2020	11.65
147741	Maintenance	Paid by Check #27405		08/14/2020	09/25/2020	09/25/2020		09/25/2020	44.09
147984	Maintenance	Paid by Check #27405		08/14/2020	09/25/2020	09/25/2020		09/25/2020	30.25
149030	Maintenance	Paid by Check #27405		08/17/2020	09/25/2020	09/25/2020		09/25/2020	53.96
149032	Maintenance	Paid by Check #27405		08/17/2020	09/25/2020	09/25/2020		09/25/2020	145.13
149052	Maintenance	Paid by Check #27405		08/17/2020	09/25/2020	09/25/2020		09/25/2020	34.39
149110	Maintenance	Paid by Check #27405		08/17/2020	09/25/2020	09/25/2020		09/25/2020	84.34
149136	Maintenance	Paid by Check #27405		08/17/2020	09/25/2020	09/25/2020		09/25/2020	.55
149417	Maintenance	Paid by Check #27405		08/17/2020	09/25/2020	09/25/2020		09/25/2020	30.26
149443	Maintenance	Paid by Check #27405		08/17/2020	09/25/2020	09/25/2020		09/25/2020	18.34
149530	Maintenance	Paid by Check #27405		08/17/2020	09/25/2020	09/25/2020		09/25/2020	14.79
149691	Maintenance	Paid by Check #27405		08/18/2020	09/25/2020	09/25/2020		09/25/2020	2.69
149705	Maintenance	Paid by Check #27405		08/18/2020	09/25/2020	09/25/2020		09/25/2020	8.77
149706	Maintenance	Paid by Check #27405		08/18/2020	09/25/2020	09/25/2020		09/25/2020	33.19
149707	Maintenance	Paid by Check #27405		08/18/2020	09/25/2020	09/25/2020		09/25/2020	324.42
149722	Maintenance	Paid by Check #27405		08/18/2020	09/25/2020	09/25/2020		09/25/2020	33.19
149781	Maintenance	Paid by Check #27405		08/18/2020	09/25/2020	09/25/2020		09/25/2020	3.02
149814	Maintenance	Paid by Check #27405		08/18/2020	09/25/2020	09/25/2020		09/25/2020	9.75
149852	Maintenance	Paid by Check #27405		08/18/2020	09/25/2020	09/25/2020		09/25/2020	1.19
150288	Maintenance	Paid by Check #27405		08/19/2020	09/25/2020	09/25/2020		09/25/2020	91.31
150337	Maintenance	Paid by Check #27405		08/19/2020	09/25/2020	09/25/2020		09/25/2020	37.94
150674	Maintenance	Paid by Check #27405		08/20/2020	09/25/2020	09/25/2020		09/25/2020	34.17
150691	Maintenance	Paid by Check #27405		08/20/2020	09/25/2020	09/25/2020		09/25/2020	40.49
150721	Maintenance	Paid by Check #27405		08/20/2020	09/25/2020	09/25/2020		09/25/2020	324.42
150930	Maintenance	Paid by Check #27405		08/20/2020	09/25/2020	09/25/2020		09/25/2020	69.41
151020	Maintenance	Paid by Check #27405		08/20/2020	09/25/2020	09/25/2020		09/25/2020	17.63
151136	Maintenance	Paid by Check #27405		08/21/2020	09/25/2020	09/25/2020		09/25/2020	10.14
151194	Maintenance	Paid by Check #27405		08/21/2020	09/25/2020	09/25/2020		09/25/2020	32.16
151206	Maintenance	Paid by Check #27405		08/21/2020	09/25/2020	09/25/2020		09/25/2020	51.86
151404	Maintenance	Paid by Check #27405		08/21/2020	09/25/2020	09/25/2020		09/25/2020	(36.39)
151473	Maintenance	Paid by Check #27405		08/21/2020	09/25/2020	09/25/2020		09/25/2020	28.73
152527	Maintenance	Paid by Check #27405		08/24/2020	09/25/2020	09/25/2020		09/25/2020	324.42
152542	Maintenance	Paid by Check #27405		08/24/2020	09/25/2020	09/25/2020		09/25/2020	11.94
152553	Maintenance	Paid by Check #27405		08/24/2020	09/25/2020	09/25/2020		09/25/2020	28.31



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
152554	Maintenance	Paid by Check #27405		08/24/2020	09/25/2020	09/25/2020		09/25/2020	54.66
152556	Maintenance	Paid by Check #27405		08/24/2020	09/25/2020	09/25/2020		09/25/2020	6.82
152612	Maintenance	Paid by Check #27405		08/24/2020	09/25/2020	09/25/2020		09/25/2020	12.68
152696	Maintenance	Paid by Check #27405		08/24/2020	09/25/2020	09/25/2020		09/25/2020	11.65
152771	Maintenance	Paid by Check #27405		08/24/2020	09/25/2020	09/25/2020		09/25/2020	55.22
152812	Maintenance	Paid by Check #27405		08/24/2020	09/25/2020	09/25/2020		09/25/2020	27.42
152826	Maintenance	Paid by Check #27405		08/24/2020	09/25/2020	09/25/2020		09/25/2020	(.39)
153068	Maintenance	Paid by Check #27405		08/25/2020	09/25/2020	09/25/2020		09/25/2020	30.26
153100	Maintenance	Paid by Check #27405		08/25/2020	09/25/2020	09/25/2020		09/25/2020	13.94
153112	Maintenance	Paid by Check #27405		08/25/2020	09/25/2020	09/25/2020		09/25/2020	17.96
153224	Maintenance	Paid by Check #27405		08/25/2020	09/25/2020	09/25/2020		09/25/2020	16.12
153582	Maintenance	Paid by Check #27405		08/26/2020	09/25/2020	09/25/2020		09/25/2020	27.33
153721	Maintenance	Paid by Check #27405		08/26/2020	09/25/2020	09/25/2020		09/25/2020	16.73
153972	Maintenance	Paid by Check #27405		08/27/2020	09/25/2020	09/25/2020		09/25/2020	195.77
153976	Maintenance	Paid by Check #27405		08/27/2020	09/25/2020	09/25/2020		09/25/2020	38.45
154017	Maintenance	Paid by Check #27405		08/27/2020	09/25/2020	09/25/2020		09/25/2020	11.50
154364	Maintenance	Paid by Check #27405		08/28/2020	09/25/2020	09/25/2020		09/25/2020	14.34
154379	Maintenance	Paid by Check #27405		08/28/2020	09/25/2020	09/25/2020		09/25/2020	179.09
154398	Maintenance	Paid by Check #27405		08/28/2020	09/25/2020	09/25/2020		09/25/2020	56.92
154411	Maintenance	Paid by Check #27405		08/28/2020	09/25/2020	09/25/2020		09/25/2020	61.75
154424	Maintenance	Paid by Check #27405		08/28/2020	09/25/2020	09/25/2020		09/25/2020	4.19
154431	Maintenance	Paid by Check #27405		08/28/2020	09/25/2020	09/25/2020		09/25/2020	96.99
154473	Maintenance	Paid by Check #27405		08/28/2020	09/25/2020	09/25/2020		09/25/2020	72.24
154505	Maintenance	Paid by Check #27405		08/28/2020	09/25/2020	09/25/2020		09/25/2020	31.90
154649	Maintenance	Paid by Check #27405		08/28/2020	09/25/2020	09/25/2020		09/25/2020	14.33
155713	Maintenance	Paid by Check #27405		08/31/2020	09/25/2020	09/25/2020		09/25/2020	32.21
155777	Maintenance	Paid by Check #27405		08/31/2020	09/25/2020	09/25/2020		09/25/2020	84.63
155782	Maintenance	Paid by Check #27405		08/31/2020	09/25/2020	09/25/2020		09/25/2020	22.33
155783	Maintenance	Paid by Check #27405		08/31/2020	09/25/2020	09/25/2020		09/25/2020	12.20
155788	Maintenance	Paid by Check #27405		08/31/2020	09/25/2020	09/25/2020		09/25/2020	65.88
155881	Maintenance	Paid by Check #27405		08/31/2020	09/25/2020	09/25/2020		09/25/2020	118.89
155929	Maintenance	Paid by Check #27405		08/31/2020	09/25/2020	09/25/2020		09/25/2020	12.87
155954	Maintenance	Paid by Check #27405		08/31/2020	09/25/2020	09/25/2020		09/25/2020	22.58
Vendor 4 - Dinuba Lumber Company Totals							Invoices	124	\$6,336.94
Vendor 200 - Dinuba Unified School District									
1643	DSC - Aug. 2020 Senior Meals	Paid by Check #27406		09/14/2020	09/25/2020	09/25/2020		09/25/2020	3,960.00
Vendor 200 - Dinuba Unified School District Totals							Invoices	1	\$3,960.00
Vendor 309 - Elbert Distributing									
PI0031164	SHOP SUPPLIES	Paid by Check #27407		08/19/2020	09/25/2020	09/25/2020		09/25/2020	129.86
PI0031944	SHOP SUPPLIES	Paid by Check #27407		09/16/2020	09/25/2020	09/25/2020		09/25/2020	158.34



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		Vendor	309 - Elbert Distributing Totals			Invoices		2	\$288.20
Vendor	867 - Electric Motor Shop								
F-SI85112	SUPPLIES FOR WATER DEPT	Paid by Check #27408		08/07/2020	09/25/2020	09/25/2020		09/25/2020	574.61
		Vendor	867 - Electric Motor Shop Totals			Invoices		1	\$574.61
Vendor	1506 - Enterprise FM Trust								
FBN4031375	PW/PD	Paid by Check #27409		09/03/2020	09/25/2020	09/25/2020		09/25/2020	16,950.98
FBN4034233	Fy 20/21-Parks-Leased truck pymnt for Sept. 2020	Paid by Check #27409		09/03/2020	09/25/2020	09/25/2020	09/16/2020	09/25/2020	1,802.72
		Vendor	1506 - Enterprise FM Trust Totals			Invoices		2	\$18,753.70
Vendor	1591 - Environment Control								
11419-299	JANITORIAL SERVICES - SEPTEMBER 2020	Paid by Check #27410		09/01/2020	09/25/2020	09/25/2020		09/25/2020	7,517.00
		Vendor	1591 - Environment Control Totals			Invoices		1	\$7,517.00
Vendor	1453 - Excel Telecommunications								
1184734865	September 2020	Paid by Check #27411		09/11/2020	09/25/2020	09/25/2020		09/25/2020	24.24
		Vendor	1453 - Excel Telecommunications Totals			Invoices		1	\$24.24
Vendor	235 - FERGUSON ENTERPRISES, LLC								
1564496	WATER DEPT SUPPLIES	Paid by Check #27412		07/30/2020	09/25/2020	09/25/2020		09/25/2020	6,409.63
1565468	METERS	Paid by Check #27412		08/05/2020	09/25/2020	09/25/2020		09/25/2020	9,744.88
1570806	WATER DEPT SUPPLIES	Paid by Check #27412		08/27/2020	09/25/2020	09/25/2020		09/25/2020	7,748.01
1573340	SUPPLIES FOR WATER DEPT	Paid by Check #27412		09/03/2020	09/25/2020	09/25/2020		09/25/2020	220.26
		Vendor	235 - FERGUSON ENTERPRISES, LLC Totals			Invoices		4	\$24,122.78
Vendor	1244 - Fire Apparatus Solutions								
17633	REPAIR PARTS FOR E 32	Paid by Check #27413		09/09/2020	09/25/2020	09/25/2020		09/25/2020	361.08
		Vendor	1244 - Fire Apparatus Solutions Totals			Invoices		1	\$361.08
Vendor	1518 - Formation Environmental, LLC								
5882	Formation Environmental LLC Wellfield Project	Paid by Check #27414		08/30/2020	09/25/2020	09/25/2020		09/25/2020	55,429.20
		Vendor	1518 - Formation Environmental, LLC Totals			Invoices		1	\$55,429.20
Vendor	765 - Future Ford of Clovis								
788911	REPAIR PARTS FOR PD 06	Paid by Check #27415		09/11/2020	09/25/2020	09/25/2020		09/25/2020	184.27
		Vendor	765 - Future Ford of Clovis Totals			Invoices		1	\$184.27
Vendor	18 - The Gas Company								
164115670079/20	110 S College	Paid by Check #27418		09/02/2020	09/25/2020	09/25/2020		09/25/2020	29.91
168351381879/20	180 W Merced	Paid by Check #27419		09/02/2020	09/25/2020	09/25/2020		09/25/2020	1.20
128552035979/20	1088 E Kamm	Paid by Check #27417		09/03/2020	09/25/2020	09/25/2020		09/25/2020	17.79
086574247129/20	PW	Paid by Check #27416		09/08/2020	09/25/2020	09/25/2020		09/25/2020	4,540.61



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Vendor 18 - The Gas Company Totals				Invoices			4		\$4,589.51
Vendor 252 - Geil Enterprises, Inc.									
387295	PD - Oct - Dec 2020 Service /	Paid by Check #27420		10/01/2020	09/25/2020	09/25/2020		09/25/2020	90.00
	Entre Access Software Support								
387659	Cust# 9909	Paid by Check #27420		10/01/2020	09/25/2020	09/25/2020		09/25/2020	377.00
Vendor 252 - Geil Enterprises, Inc. Totals				Invoices			2		\$467.00
Vendor 1641 - Gulf Coast Pharmaceuticals, LLC									
S261070	Supplies	Paid by Check #27421		09/02/2020	09/25/2020	09/25/2020		09/25/2020	488.69
Vendor 1641 - Gulf Coast Pharmaceuticals, LLC Totals				Invoices			1		\$488.69
Vendor 496 - The Hanover Insurance Company									
9/6/20	RHF A044134	Paid by Check #27422		09/06/2020	09/25/2020	09/25/2020		09/25/2020	10,414.90
Vendor 496 - The Hanover Insurance Company Totals				Invoices			1		\$10,414.90
Vendor 139 - Henry Schein Inc.									
82683426	Supplies	Paid by Check #27423		09/09/2020	09/25/2020	09/25/2020		09/25/2020	377.04
Vendor 139 - Henry Schein Inc. Totals				Invoices			1		\$377.04
Vendor 1685 - Saulo Hernandez									
Reimb DOT Phys	Reimb. DOT Physical	Paid by Check #27424		09/10/2020	09/25/2020	09/25/2020		09/25/2020	110.00
Vendor 1685 - Saulo Hernandez Totals				Invoices			1		\$110.00
Vendor 208 - Interwest Consulting Group Inc.									
56919	Professional Services	Paid by Check #27425		01/29/2020	09/25/2020	09/25/2020		09/25/2020	780.00
56932	PLAN CHECK FEES	Paid by Check #27425		01/30/2020	09/25/2020	09/25/2020		09/25/2020	540.00
Vendor 208 - Interwest Consulting Group Inc. Totals				Invoices			2		\$1,320.00
Vendor 472 - Jacobson James & Associates									
2008.0428	SENTINEL WELL MONITORING -	Paid by Check #27426		09/08/2020	09/25/2020	09/25/2020		09/25/2020	4,576.60
	AUGUST 2020								
Vendor 472 - Jacobson James & Associates Totals				Invoices			1		\$4,576.60
Vendor 6 - Jim Manning Dodge Inc.									
148410DOR	REPAIR PARTS FOR BC 31	Paid by Check #27427		09/09/2020	09/25/2020	09/25/2020		09/25/2020	550.92
148595DOR	REPAIR PARTS FOR BC 31	Paid by Check #27427		09/17/2020	09/25/2020	09/25/2020		09/25/2020	123.81
Vendor 6 - Jim Manning Dodge Inc. Totals				Invoices			2		\$674.73
Vendor 440 - Johnson Controls Security Solutions									
34836409	SECURITY SERVICES FOR WATER	Paid by Check #27428		09/05/2020	09/25/2020	09/25/2020		09/25/2020	66.43
	TOWER ON SIERRA								
Vendor 440 - Johnson Controls Security Solutions Totals				Invoices			1		\$66.43
Vendor 5 - Jorgensen & Co.									
5899386	ANNUAL FIRE EXT SERVICE	Paid by Check #27429		09/03/2020	09/25/2020	09/25/2020		09/25/2020	287.09



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Vendor 5 - Jorgensen & Co. Totals				Invoices			1		\$287.09
Vendor 852 - Kent M Kawagoe Ph.D.									
JulAug2020	PD - Psychological Evaluation	Paid by Check #27430		08/31/2020	09/25/2020	09/25/2020		09/25/2020	350.00
Vendor 852 - Kent M Kawagoe Ph.D. Totals				Invoices			1		\$350.00
Vendor 1403 - Kings Industrial Occupational Medical Center, Inc.									
82376	Professional Services	Paid by Check #27431		09/02/2020	09/25/2020	09/25/2020		09/25/2020	345.00
90853	Professional Services	Paid by Check #27431		09/02/2020	09/25/2020	09/25/2020		09/25/2020	502.00
Vendor 1403 - Kings Industrial Occupational Medical Center, Inc. Totals				Invoices			2		\$847.00
Vendor 449 - Les Schwab Tire Centers of Central California									
55100230235	TIRES FOR PD 27	Paid by Check #27432		09/10/2020	09/25/2020	09/25/2020		09/25/2020	736.89
55100230295	TIRES FOR E 31	Paid by Check #27432		09/11/2020	09/25/2020	09/25/2020		09/25/2020	3,558.41
55100230872	ALIGNMENT FOR BC 31	Paid by Check #27432		09/17/2020	09/25/2020	09/25/2020		09/25/2020	89.99
Vendor 449 - Les Schwab Tire Centers of Central California Totals				Invoices			3		\$4,385.29
Vendor 89 - Liebert Cassidy Whitmore									
1505202	General	Paid by Check #27433		08/31/2020	09/25/2020	09/25/2020		09/25/2020	4,727.20
1505204	Legal Services (lawyers)	Paid by Check #27433		08/31/2020	09/25/2020	09/25/2020		09/25/2020	4,144.00
Vendor 89 - Liebert Cassidy Whitmore Totals				Invoices			2		\$8,871.20
Vendor 1445 - Loops Marketing									
918	loops marketing Video footage of Projects	Paid by Check #27434		09/08/2020	09/25/2020	09/25/2020		09/25/2020	500.00
Vendor 1445 - Loops Marketing Totals				Invoices			1		\$500.00
Vendor 1655 - Medline Industries, Inc.									
1923583548	Supplies	Paid by Check #27435		09/10/2020	09/25/2020	09/25/2020		09/25/2020	231.55
1923734123	Supplies	Paid by Check #27435		09/11/2020	09/25/2020	09/25/2020		09/25/2020	463.10
Vendor 1655 - Medline Industries, Inc. Totals				Invoices			2		\$694.65
Vendor 22 - Moore Twining Associates Inc.									
0132223	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #27436		09/02/2020	09/25/2020	09/25/2020		09/25/2020	88.00
0132404	MONITORING WELL ANNUAL SAMPLING	Paid by Check #27436		09/10/2020	09/25/2020	09/25/2020		09/25/2020	1,080.00
0132417	WATER SAMPLE TESTING WWTP - IN HOUSE	Paid by Check #27436		09/11/2020	09/25/2020	09/25/2020		09/25/2020	108.00
0132419	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #27436		09/11/2020	09/25/2020	09/25/2020		09/25/2020	88.00
0132468	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #27436		09/11/2020	09/25/2020	09/25/2020		09/25/2020	88.00
Vendor 22 - Moore Twining Associates Inc. Totals				Invoices			5		\$1,452.00
Vendor 1570 - Mountain Valley Environmental Services, Inc.									



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2517	CHIEF PLANT OPERATOR SERVICES WWTP - OCTOBER 2020	Paid by Check #27437		09/01/2020	09/25/2020	09/25/2020		09/25/2020	4,500.00
Vendor 1570 - Mountain Valley Environmental Services, Inc. Totals								Invoices 1	<u>\$4,500.00</u>
Vendor 284 - MV Transportation, Inc.									
109503	AUGUST INVOICE 2020	Paid by Check #27438		09/01/2020	09/25/2020	09/25/2020		09/25/2020	53,948.60
Vendor 284 - MV Transportation, Inc. Totals								Invoices 1	<u>\$53,948.60</u>
Vendor 392 - O'Reilly Auto Parts									
3641-335047	Supplies	Paid by Check #27439		09/15/2020	09/25/2020	09/25/2020		09/25/2020	6.00
Vendor 392 - O'Reilly Auto Parts Totals								Invoices 1	<u>\$6.00</u>
Vendor 142 - Office Depot BSD									
121255441001	Office Supplies - Office Depot	Paid by Check #27440		09/01/2020	09/25/2020	09/25/2020		09/25/2020	105.42
Vendor 142 - Office Depot BSD Totals								Invoices 1	<u>\$105.42</u>
Vendor 954 - Office Overload Printing & Design									
16728	Insp. Notice	Paid by Check #27441		09/16/2020	09/25/2020	09/25/2020		09/25/2020	120.38
Vendor 954 - Office Overload Printing & Design Totals								Invoices 1	<u>\$120.38</u>
Vendor 76 - Pacific Gas & Electric									
250971736429/20	Utilities	Paid by Check #27468		09/08/2020	09/25/2020	09/25/2020		09/25/2020	44.79
962476921959/20	Utilities	Paid by Check #27469		09/08/2020	09/25/2020	09/25/2020		09/25/2020	123.58
354744710719/20	September 2020	Paid by Check #27442		09/09/2020	09/25/2020	09/25/2020		09/25/2020	1,039.59
284878382879/20	1455 Crawford	Paid by Check #27444		09/08/2020	09/25/2020	09/25/2020		09/25/2020	10.74
860727324979/20	1001 El Paso	Paid by Check #27450		09/08/2020	09/25/2020	09/25/2020		09/25/2020	27.68
169314496949/20	Kamm/Green	Paid by Check #27443		09/09/2020	09/25/2020	09/25/2020		09/25/2020	286.53
339630846049/20	KAMM/O	Paid by Check #27446		09/09/2020	09/25/2020	09/25/2020		09/25/2020	10.03
602118118769/20	201 Uruapan	Paid by Check #27447		09/09/2020	09/25/2020	09/25/2020		09/25/2020	1,294.02
774843071199/20	1133 College	Paid by Check #27449		09/09/2020	09/25/2020	09/25/2020		09/25/2020	20.07
945914183259/20	Utilities	Paid by Check #27451		09/09/2020	09/25/2020	09/25/2020		09/25/2020	9.87
294652070089/20	Parks	Paid by Check #27445		09/10/2020	09/25/2020	09/25/2020		09/25/2020	248.89
731427487119/20	Parks	Paid by Check #27448		09/10/2020	09/25/2020	09/25/2020		09/25/2020	3,197.14
134445515959/20	PW	Paid by Check #27452		09/08/2020	09/25/2020	09/25/2020		09/25/2020	39.42
210475377889/20	155 Merced	Paid by Check #27455		09/08/2020	09/25/2020	09/25/2020		09/25/2020	69.31
447571605189/20	180 W Merced	Paid by Check #27456		09/08/2020	09/25/2020	09/25/2020		09/25/2020	1,007.89
605804926709/20	148 M St	Paid by Check #27460		09/08/2020	09/25/2020	09/25/2020		09/25/2020	33.10
630805446699/20	Utilities	Paid by Check #27461		09/08/2020	09/25/2020	09/25/2020		09/25/2020	10.51
768101241989/20	180 W Merced	Paid by Check #27464		09/08/2020	09/25/2020	09/25/2020		09/25/2020	478.63
975086523739/20	180 W Merced	Paid by Check #27467		09/08/2020	09/25/2020	09/25/2020		09/25/2020	208.07
183409121309/20	PW	Paid by Check #27454		09/09/2020	09/25/2020	09/25/2020		09/25/2020	9.86
496411368309/20	Milsap/Myrtle	Paid by Check #27457		09/09/2020	09/25/2020	09/25/2020		09/25/2020	82.35
516730856049/20	Kamm/Alta	Paid by Check #27459		09/09/2020	09/25/2020	09/25/2020		09/25/2020	92.62



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672472110629/20	Tulare/L	Paid by Check #27462		09/09/2020	09/25/2020	09/25/2020		09/25/2020	90.60
676638777019/20	Tulare/L	Paid by Check #27463		09/09/2020	09/25/2020	09/25/2020		09/25/2020	48.83
874409527919/20	301 Kamm	Paid by Check #27466		09/09/2020	09/25/2020	09/25/2020		09/25/2020	21.24
134971623579/20	Kamm/Green	Paid by Check #27453		09/10/2020	09/25/2020	09/25/2020		09/25/2020	14,812.63
502735657349/20	Utilities	Paid by Check #27458		09/10/2020	09/25/2020	09/25/2020		09/25/2020	41.35
847471995159/20	Alta/Kamm	Paid by Check #27465		09/10/2020	09/25/2020	09/25/2020		09/25/2020	70.80
			Vendor	76 - Pacific Gas & Electric Totals			Invoices	28	\$23,430.14
Vendor	7 - Pena's Disposal Services								
532825	Fy 20/21-Parks-Disposal service for Vuich park	Paid by Check #27470		09/21/2020	09/25/2020	09/25/2020	09/21/2020	09/25/2020	941.92
			Vendor	7 - Pena's Disposal Services Totals			Invoices	1	\$941.92
Vendor	1684 - Prodigy Disc Inc.								
21546	Fy 20/21-Game Day-Targets & tee sign pkg for Disc Golf at KC prk	Paid by Check #27471		09/21/2020	09/25/2020	09/25/2020	09/21/2020	09/25/2020	3,849.00
			Vendor	1684 - Prodigy Disc Inc. Totals			Invoices	1	\$3,849.00
Vendor	968 - Quic Shop Markets, Inc.								
10532	CAR WASH	Paid by Check #27472		09/03/2020	09/25/2020	09/25/2020		09/25/2020	9.00
			Vendor	968 - Quic Shop Markets, Inc. Totals			Invoices	1	\$9.00
Vendor	38 - Reedley Irrigation System								
RIS-POS03-12358	REPAIR BROKEN SPRINKLERS - WWRP	Paid by Check #27473		09/09/2020	09/25/2020	09/25/2020		09/25/2020	101.72
			Vendor	38 - Reedley Irrigation System Totals			Invoices	1	\$101.72
Vendor	221 - Rene G. Ortega Concrete								
2665	Rene Ortega Concrete	Paid by Check #27474		09/18/2020	09/25/2020	09/25/2020		09/25/2020	9,580.00
2667	Rene Ortega Concrete	Paid by Check #27474		09/18/2020	09/25/2020	09/25/2020		09/25/2020	8,190.00
			Vendor	221 - Rene G. Ortega Concrete Totals			Invoices	2	\$17,770.00
Vendor	1673 - Robert S Marks Plumbing, Inc.								
89833	ANNUAL BACKFLOW TESTING (1)	Paid by Check #27475		08/27/2020	09/25/2020	09/25/2020		09/25/2020	153.00
89834	ANNUAL BACKFLOW TESTING (1)	Paid by Check #27475		08/27/2020	09/25/2020	09/25/2020		09/25/2020	153.00
89836	ANNUAL BACKFLOW TESTING (2)	Paid by Check #27475		08/27/2020	09/25/2020	09/25/2020		09/25/2020	253.00
			Vendor	1673 - Robert S Marks Plumbing, Inc. Totals			Invoices	3	\$559.00
Vendor	1677 - Rodeo Wild West								
090320	WORK BOOTS - BENNY PIZANO, RICHARD SMITH	Paid by Check #27476		09/03/2020	09/25/2020	09/25/2020		09/25/2020	393.13



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Vendor 1677 - Rodeo Wild West Totals						Invoices	1		\$393.13
Vendor 797 - Safety Network Traffic Control Services, Inc.									
4414	STREET SUPPLIES	Paid by Check #27477		09/03/2020	09/25/2020	09/25/2020		09/25/2020	1,287.73
TS-12248	STREET SIGNS	Paid by Check #27477		09/08/2020	09/25/2020	09/25/2020		09/25/2020	310.97
Vendor 797 - Safety Network Traffic Control Services, Inc. Totals						Invoices	2		\$1,598.70
Vendor 42 - Scout Specialties									
135834	SHOP SUPPLIES	Paid by Check #27478		08/03/2020	09/25/2020	09/25/2020		09/25/2020	75.79
137080	WATER DEPT SUPPLIES	Paid by Check #27478		08/13/2020	09/25/2020	09/25/2020		09/25/2020	114.06
137081	SHOP SUPPLIES	Paid by Check #27478		08/13/2020	09/25/2020	09/25/2020		09/25/2020	17.90
137217	STREET SUPPLIES	Paid by Check #27478		08/18/2020	09/25/2020	09/25/2020		09/25/2020	271.25
137241	REPAIR PARTS BUS 9	Paid by Check #27478		08/19/2020	09/25/2020	09/25/2020		09/25/2020	31.14
137352	REPAIR PARTS FOR BUS 9	Paid by Check #27478		08/21/2020	09/25/2020	09/25/2020		09/25/2020	7.60
137377	REPAIR PARTS FOR BUS 9	Paid by Check #27478		08/24/2020	09/25/2020	09/25/2020		09/25/2020	9.77
137649	WATER DEPT SUPPLIES	Paid by Check #27478		09/01/2020	09/25/2020	09/25/2020		09/25/2020	13.73
Vendor 42 - Scout Specialties Totals						Invoices	8		\$541.24
Vendor 957 - Shred-It USA LLC									
8129761797	PD - Shredding Service	Paid by Check #27479		05/15/2020	09/25/2020	09/25/2020		09/25/2020	103.98
8180101073	PD - Shredding Service	Paid by Check #27479		07/15/2020	09/25/2020	09/25/2020		09/25/2020	95.40
8180481827	PD - Shredding Service	Paid by Check #27479		09/15/2020	09/25/2020	09/25/2020		09/25/2020	233.75
Vendor 957 - Shred-It USA LLC Totals						Invoices	3		\$433.13
Vendor 431 - Sparkletts									
5080520 091720	PD - Water Cooler Service	Paid by Check #27480		09/17/2020	09/25/2020	09/25/2020		09/25/2020	163.58
Vendor 431 - Sparkletts Totals						Invoices	1		\$163.58
Vendor 214 - Stericycle, Inc.									
3005257891	October 2020	Paid by Check #27481		10/01/2020	09/25/2020	09/25/2020		09/25/2020	130.68
Vendor 214 - Stericycle, Inc. Totals						Invoices	1		\$130.68
Vendor 1073 - Stryker Sales Coporation									
3136404M	LP15	Paid by Check #27482		09/08/2020	09/25/2020	09/25/2020		09/25/2020	28,599.56
Vendor 1073 - Stryker Sales Coporation Totals						Invoices	1		\$28,599.56
Vendor 86 - SWRCB									
30064 D2	GRADE D2 FOR ADAM FLORES	Paid by Check #27483		09/01/2020	09/25/2020	09/25/2020		09/25/2020	130.00
Vendor 86 - SWRCB Totals						Invoices	1		\$130.00
Vendor 1461 - Teleflex LLC									
9503006804	Supplies	Paid by Check #27484		09/03/2020	09/25/2020	09/25/2020		09/25/2020	1,458.55
9503047201	Supplies	Paid by Check #27484		09/15/2020	09/25/2020	09/25/2020		09/25/2020	734.03
Vendor 1461 - Teleflex LLC Totals						Invoices	2		\$2,192.58



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Vendor 1564 - The Home Depot Pro									
567713433	CLEANING SUPPLIES	Paid by Check #27485		08/18/2020	09/25/2020	09/25/2020		09/25/2020	4,244.90
569062680	CLEANING SUPPLIES	Paid by Check #27485		08/25/2020	09/25/2020	09/25/2020		09/25/2020	70.85
569248727	CLEANING SUPPLIES	Paid by Check #27485		08/25/2020	09/25/2020	09/25/2020		09/25/2020	107.19
570934604	TOILET PAPER	Paid by Check #27485		09/03/2020	09/25/2020	09/25/2020		09/25/2020	1,064.87
Vendor 1564 - The Home Depot Pro Totals							Invoices	4	\$5,487.81
Vendor 426 - Tioga Solar									
SLB-6677	SOLAR PRODUCTION - AUGUST 2020	Paid by Check #27486		08/31/2020	09/25/2020	09/25/2020		09/25/2020	33,278.74
Vendor 426 - Tioga Solar Totals							Invoices	1	\$33,278.74
Vendor 112 - Transamerica Life Insurance Co.									
2503888669	9/1/20-8/31/2021	Paid by Check #27487		09/01/2020	09/25/2020	09/25/2020		09/25/2020	6,197.13
Vendor 112 - Transamerica Life Insurance Co. Totals							Invoices	1	\$6,197.13
Vendor 1352 - Trizetto Provider Solutions, LLC									
3U25092000	Contractual	Paid by Check #27488		09/01/2020	09/25/2020	09/25/2020		09/25/2020	102.91
Vendor 1352 - Trizetto Provider Solutions, LLC Totals							Invoices	1	\$102.91
Vendor 1577 - Union Pacific Railroad Company									
90099294	UNION PACIFIC S. COLLEGE PROJECT	Paid by Check #27489		08/17/2020	09/25/2020	09/25/2020		09/25/2020	512.77
Vendor 1577 - Union Pacific Railroad Company Totals							Invoices	1	\$512.77
Vendor 192 - UNUM Life Insurance Company of America									
9/9/20	0537123-001	Paid by Check #27490		09/09/2020	09/25/2020	09/25/2020		09/25/2020	10,563.56
Vendor 192 - UNUM Life Insurance Company of America Totals							Invoices	1	\$10,563.56
Vendor 273 - US Bank									
423801976	September 2020	Paid by Check #27491		09/10/2020	09/25/2020	09/25/2020		09/25/2020	129.29
Vendor 273 - US Bank Totals							Invoices	1	\$129.29
Vendor 154 - USA Bluebook									
353691	WATER DEPT SUPPLIES	Paid by Check #27492		09/09/2020	09/25/2020	09/25/2020		09/25/2020	1,491.27
Vendor 154 - USA Bluebook Totals							Invoices	1	\$1,491.27
Vendor 201 - Valley Farm Services, Inc.									
23655	REPAIRS FOR R 05	Paid by Check #27493		08/05/2020	09/25/2020	09/25/2020		09/25/2020	347.65
Vendor 201 - Valley Farm Services, Inc. Totals							Invoices	1	\$347.65
Vendor 354 - Verizon Wireless									
9862767689	October 2020	Paid by Check #27495		09/12/2020	09/25/2020	09/25/2020		09/25/2020	351.23
9862508204	PD - 08/11/2020 - 09/10/2020 Billing Charges	Paid by Check #27494		09/10/2020	09/25/2020	09/25/2020		09/25/2020	2,021.67



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 354 - Verizon Wireless Totals				Invoices			2		\$2,372.90
Vendor 1444 - Video Inspection Specialists, Inc. 7404	KERN & M ST VAC/PUMPER TRUCK	Paid by Check #27496		08/10/2020	09/25/2020	09/25/2020		09/25/2020	1,250.00
Vendor 1444 - Video Inspection Specialists, Inc. Totals				Invoices			1		\$1,250.00
Vendor 14 - W & E Electric									
2008003	AERATOR #1 AT DIGESTER	Paid by Check #27497		08/01/2020	09/25/2020	09/25/2020		09/25/2020	1,348.74
2008004	AERATOR #3 AT DIGESTER	Paid by Check #27497		08/02/2020	09/25/2020	09/25/2020		09/25/2020	90.00
2008034	WELL 15 COOLING FAN REPAIR	Paid by Check #27497		08/07/2020	09/25/2020	09/25/2020		09/25/2020	90.00
2008058	WELL 10 CHECK EXHAUST FAN	Paid by Check #27497		08/13/2020	09/25/2020	09/25/2020		09/25/2020	240.42
2008110	WELL 16, WELL 15 PUMP CHECK	Paid by Check #27497		08/24/2020	09/25/2020	09/25/2020		09/25/2020	245.43
2008153	WELL 16 PUMP CYCLING	Paid by Check #27497		08/27/2020	09/25/2020	09/25/2020		09/25/2020	90.00
Vendor 14 - W & E Electric Totals				Invoices			6		\$2,104.59
Vendor 549 - Wal-Mart									
2508 Sept. 2020	DSC - Wal-Mart Charges 8/3 - 9/1/2020	Paid by Check #27499		09/03/2020	09/25/2020	09/25/2020		09/25/2020	226.66
2441 09/2020	PD - Supplies	Paid by Check #27498		09/09/2020	09/25/2020	09/25/2020		09/25/2020	55.68
Vendor 549 - Wal-Mart Totals				Invoices			2		\$282.34
Vendor 347 - Zoll Data Systems									
INV00069166	Fire Code 10/1/20-9/30/21	Paid by Check #27500		09/01/2020	09/25/2020	09/25/2020		09/25/2020	481.25
Vendor 347 - Zoll Data Systems Totals				Invoices			1		\$481.25
Vendor Tulare County Health & Human Services									
Ref 19-3980	Ambulance	Paid by Check #27501		09/10/2020	09/25/2020	09/25/2020		09/25/2020	188.80
Vendor Tulare County Health & Human Services Totals				Invoices			1		\$188.80
Grand Totals				Invoices			326		\$872,220.07



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 1143 - AAA Quality Services, Inc.									
00302688	Fy 20/21-Parks-Potty rental/services at Centennial park	Paid by Check #27502		09/26/2020	10/02/2020	10/02/2020	09/28/2020	10/02/2020	254.13
00302689	Fy 20/21-Parks-Potty rental/services at Nebraska park	Paid by Check #27502		09/26/2020	10/02/2020	10/02/2020	09/28/2020	10/02/2020	276.13
Vendor 1143 - AAA Quality Services, Inc. Totals							Invoices	2	\$530.26
Vendor 263 - Advantek Benefit Administrators									
9/18/20	Funding Request	Paid by Check #27503		09/18/2020	10/02/2020	10/02/2020		10/02/2020	58,731.05
Vendor 263 - Advantek Benefit Administrators Totals							Invoices	1	\$58,731.05
Vendor 344 - Alameda Electrical Distributors									
S4862555.001	TRAFFIC SIGNAL MODULE	Paid by Check #27504		09/09/2020	10/02/2020	10/02/2020		10/02/2020	364.56
Vendor 344 - Alameda Electrical Distributors Totals							Invoices	1	\$364.56
Vendor 522 - Allstar Towing									
37303	TOW FOR PD-27	Paid by Check #27505		09/10/2020	10/02/2020	10/02/2020		10/02/2020	195.00
Vendor 522 - Allstar Towing Totals							Invoices	1	\$195.00
Vendor 66 - Alta Pump Company									
16261	CHLORINE INJECTOR PUMP	Paid by Check #27506		09/16/2020	10/02/2020	10/02/2020		10/02/2020	4,561.99
Vendor 66 - Alta Pump Company Totals							Invoices	1	\$4,561.99
Vendor 416 - Amber Chemical Inc.									
0365125-IN	WATER DEPT SUPPLIES	Paid by Check #27507		09/08/2020	10/02/2020	10/02/2020		10/02/2020	480.16
Vendor 416 - Amber Chemical Inc. Totals							Invoices	1	\$480.16
Vendor 119 - American Backflow Specialties									
INV53643	WATER DEPT SUPPLIES	Paid by Check #27508		09/08/2020	10/02/2020	10/02/2020		10/02/2020	472.15
Vendor 119 - American Backflow Specialties Totals							Invoices	1	\$472.15
Vendor 20 - Ameritas Life Insurance									
10/1/20-10/31/20	010-007745-00001	Paid by Check #27509		09/15/2020	10/02/2020	10/02/2020		10/02/2020	16,798.88
Vendor 20 - Ameritas Life Insurance Totals							Invoices	1	\$16,798.88
Vendor 351 - Anthem Blue Cross									
100393079I	Hartley 919M97599	Paid by Check #27512		09/06/2020	10/02/2020	10/02/2020		10/02/2020	74.20
000128809802	Hartley 925M97595	Paid by Check #27511		09/07/2020	10/02/2020	10/02/2020		10/02/2020	194.30
000533979E	Contractual	Paid by Check #27510		09/15/2020	10/02/2020	10/02/2020		10/02/2020	576.18
Vendor 351 - Anthem Blue Cross Totals							Invoices	3	\$844.68
Vendor 973 - Applied Business Software, Inc.									
061527	THE LOAN OFFICE SOFTWARE MAINT	Paid by Check #27513		09/08/2020	10/02/2020	10/02/2020		10/02/2020	800.11
Vendor 973 - Applied Business Software, Inc. Totals							Invoices	1	\$800.11



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Vendor 17 - AT&T									
93910544769/20	Telephone	Paid by Check #27516		09/10/2020	10/02/2020	10/02/2020		10/02/2020	21.81
93910544619/20	Telephone	Paid by Check #27519		09/11/2020	10/02/2020	10/02/2020		10/02/2020	21.81
93910544669/20	Telephone	Paid by Check #27518		09/11/2020	10/02/2020	10/02/2020		10/02/2020	21.85
93910544679/20	Telephone	Paid by Check #27520		09/11/2020	10/02/2020	10/02/2020		10/02/2020	42.15
93910547569/20	Telephone	Paid by Check #27517		09/11/2020	10/02/2020	10/02/2020		10/02/2020	379.94
93910547369/20	PD - 08/20/2020 - 09/19/2020	Paid by Check #27515		09/20/2020	10/02/2020	10/02/2020		10/02/2020	139.07
93910544725/20	PW	Paid by Check #27514		05/10/2020	10/02/2020	10/02/2020		10/02/2020	39.89
				Vendor 17 - AT&T Totals		Invoices		7	\$666.52
Vendor 116 - BSK Analytical Laboratories									
AD18502	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #27521		09/14/2020	10/02/2020	10/02/2020		10/02/2020	144.00
AD19051	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #27521		09/22/2020	10/02/2020	10/02/2020		10/02/2020	318.00
AD19169	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #27521		09/23/2020	10/02/2020	10/02/2020		10/02/2020	126.00
AD19171	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #27521		09/23/2020	10/02/2020	10/02/2020		10/02/2020	144.00
AD19194	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #27521		09/23/2020	10/02/2020	10/02/2020		10/02/2020	985.00
AD19254	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #27521		09/24/2020	10/02/2020	10/02/2020		10/02/2020	2,185.00
				Vendor 116 - BSK Analytical Laboratories Totals		Invoices		6	\$3,902.00
Vendor 118 - California Parks & Recreation Society									
139625 9/18/20	Fy 20/21-SE-CPRS Membership renewal for M. Tapia	Paid by Check #27522		09/18/2020	10/02/2020	10/02/2020	09/25/2020	10/02/2020	165.00
				Vendor 118 - California Parks & Recreation Society Totals		Invoices		1	\$165.00
Vendor 131 - CalTronics									
3107795	PD - Records Fax Machine Yearly Service	Paid by Check #27523		09/23/2020	10/02/2020	10/02/2020		10/02/2020	705.25
				Vendor 131 - CalTronics Totals		Invoices		1	\$705.25
Vendor 931 - CLEARS, Inc.									
2020LCASAS	PD - CLEARS Membership 2020 / Lisa Casas	Paid by Check #27524		09/24/2020	10/02/2020	10/02/2020		10/02/2020	50.00
				Vendor 931 - CLEARS, Inc. Totals		Invoices		1	\$50.00
Vendor 170 - Comcast									
0148160 9/11/20	1390 Elizabeth	Paid by Check #27525		09/11/2020	10/02/2020	10/02/2020		10/02/2020	176.36
				Vendor 170 - Comcast Totals		Invoices		1	\$176.36
Vendor 731 - Community Services & Employment Training, Inc.									



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SEFFS-DISRS-04	ATP PROJECT - SAFE ROUTES TO SCHOOL	Paid by Check #27526		09/22/2020	10/02/2020	10/02/2020		10/02/2020	3,956.04
Vendor 731 - Community Services & Employment Training, Inc. Totals							Invoices	1	\$3,956.04
Vendor 1473 - Country View Nursery									
3614	Fy 20/21-Parks-Lantana/Rosemary plants	Paid by Check #27527		09/16/2020	10/02/2020	10/02/2020	09/22/2020	10/02/2020	116.91
Vendor 1473 - Country View Nursery Totals							Invoices	1	\$116.91
Vendor 1667 - Daily Dispatch									
000987	Medic Ad	Paid by Check #27528		09/28/2020	10/02/2020	10/02/2020		10/02/2020	280.00
Vendor 1667 - Daily Dispatch Totals							Invoices	1	\$280.00
Vendor 1558 - EMD Networking Services, Inc.									
107865	Repairs	Paid by Check #27529		09/23/2020	10/02/2020	10/02/2020		10/02/2020	135.00
Vendor 1558 - EMD Networking Services, Inc. Totals							Invoices	1	\$135.00
Vendor 35 - Federal Express Corporation									
7-068-49158	PLANNING POSTAGE-HCD DIVISION OF HOUSING POLICY	Paid by Check #27530		07/17/2020	10/02/2020	10/02/2020		10/02/2020	26.24
Vendor 35 - Federal Express Corporation Totals							Invoices	1	\$26.24
Vendor 235 - FERGUSON ENTERPRISES, LLC									
1574386	WATER DEPT SUPPLIES	Paid by Check #27531		09/10/2020	10/02/2020	10/02/2020		10/02/2020	300.00
Vendor 235 - FERGUSON ENTERPRISES, LLC Totals							Invoices	1	\$300.00
Vendor 1518 - Formation Environmental, LLC									
5887	REMEDIATION REVIEW, GAS N SAVE - JULY 2020	Paid by Check #27532		09/18/2020	10/02/2020	10/02/2020		10/02/2020	2,593.75
Vendor 1518 - Formation Environmental, LLC Totals							Invoices	1	\$2,593.75
Vendor 252 - Geil Enterprises, Inc.									
387273	ALARM SERVICES FOR CNG STATION	Paid by Check #27533		10/01/2020	10/02/2020	10/02/2020		10/02/2020	270.00
Vendor 252 - Geil Enterprises, Inc. Totals							Invoices	1	\$270.00
Vendor 1431 - Patricia Hartman									
9/25/20	Anthem	Paid by Check #27534		09/25/2020	10/02/2020	10/02/2020		10/02/2020	74.20
Vendor 1431 - Patricia Hartman Totals							Invoices	1	\$74.20
Vendor 174 - Howard's Pest Control									
86619	PEST CONTROL SERVICE - WWTP	Paid by Check #27535		04/02/2020	10/02/2020	10/02/2020		10/02/2020	35.00
87253	PEST CONTROL SERVICE - WWTP	Paid by Check #27535		05/01/2020	10/02/2020	10/02/2020		10/02/2020	35.00
87271	PEST CONTROL SERVICES - TRANSIT	Paid by Check #27535		05/04/2020	10/02/2020	10/02/2020		10/02/2020	50.00



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88153	PEST CONTROL SERVICES - TRANSIT	Paid by Check #27535		06/01/2020	10/02/2020	10/02/2020		10/02/2020	50.00
88183	PEST CONTROL SERVICE - WWTP	Paid by Check #27535		06/02/2020	10/02/2020	10/02/2020		10/02/2020	35.00
89121	PEST CONTROL SERVICES - TRANSIT	Paid by Check #27535		07/02/2020	10/02/2020	10/02/2020		10/02/2020	50.00
89181	PEST CONTROL SERVICE - WWTP	Paid by Check #27535		07/06/2020	10/02/2020	10/02/2020		10/02/2020	35.00
89903	PEST CONTROL SERVICES - TRANSIT	Paid by Check #27535		08/04/2020	10/02/2020	10/02/2020		10/02/2020	50.00
90034	PEST CONTROL SERVICE - WWTP	Paid by Check #27535		08/10/2020	10/02/2020	10/02/2020		10/02/2020	35.00
90865	PEST CONTROL SERVICE - WWTP	Paid by Check #27535		09/14/2020	10/02/2020	10/02/2020		10/02/2020	35.00
			Vendor 174 - Howard's Pest Control Totals				Invoices	10	<u>\$410.00</u>
Vendor 1414 - Jameson Hydro Crane Service LLC									
3173	REMOVING AERATORS & INSTALLING THEM ON BOTH BASINS	Paid by Check #27536		09/22/2020	10/02/2020	10/02/2020		10/02/2020	1,375.00
			Vendor 1414 - Jameson Hydro Crane Service LLC Totals				Invoices	1	<u>\$1,375.00</u>
Vendor 440 - Johnson Controls Security Solutions									
34836410	405 E El Monte	Paid by Check #27537		09/05/2020	10/02/2020	10/02/2020		10/02/2020	425.10
			Vendor 440 - Johnson Controls Security Solutions Totals				Invoices	1	<u>\$425.10</u>
Vendor 281 - Law and Associates Investigations									
1953	Perea and Marsh	Paid by Check #27538		09/23/2020	10/02/2020	10/02/2020		10/02/2020	1,400.00
			Vendor 281 - Law and Associates Investigations Totals				Invoices	1	<u>\$1,400.00</u>
Vendor 1181 - McCormick, Kabot, Jenner & Lew									
12834	General	Paid by Check #27539		08/25/2020	10/02/2020	10/02/2020		10/02/2020	4,410.00
12838	Retainer	Paid by Check #27539		09/25/2020	10/02/2020	10/02/2020		10/02/2020	3,300.00
			Vendor 1181 - McCormick, Kabot, Jenner & Lew Totals				Invoices	2	<u>\$7,710.00</u>
Vendor 22 - Moore Twining Associates Inc.									
0131853	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #27540		08/25/2020	10/02/2020	10/02/2020		10/02/2020	88.00
0131854	WATER SAMPLE TESTING WWTP - IN HOUSE	Paid by Check #27540		08/25/2020	10/02/2020	10/02/2020		10/02/2020	115.00
0132180	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #27540		08/31/2020	10/02/2020	10/02/2020		10/02/2020	88.00
0132181	WATER SAMPLE TESTING WWTP - IN HOUSE	Paid by Check #27540		08/31/2020	10/02/2020	10/02/2020		10/02/2020	70.00
0132653	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #27540		09/16/2020	10/02/2020	10/02/2020		10/02/2020	88.00
0132654	WATER SAMPLE TESTING WWTP - IN HOUSE	Paid by Check #27540		09/16/2020	10/02/2020	10/02/2020		10/02/2020	226.00
0132720	BIOSOLIDS MONITORING	Paid by Check #27540		09/17/2020	10/02/2020	10/02/2020		10/02/2020	1,329.00



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0132861	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #27540		09/21/2020	10/02/2020	10/02/2020		10/02/2020	88.00
0132867	WATER SAMPLE TESTING WWTP - IN HOUSE	Paid by Check #27540		09/21/2020	10/02/2020	10/02/2020		10/02/2020	115.00
0132905	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #27540		09/22/2020	10/02/2020	10/02/2020		10/02/2020	88.00
		Vendor 22 - Moore Twining Associates Inc. Totals				Invoices	10		\$2,295.00
Vendor 142 - Office Depot BSD									
125856223001	Jho	Paid by Check #27541		09/17/2020	10/02/2020	10/02/2020		10/02/2020	81.44
120897187001	Fy 20/21-Dept office supplies	Paid by Check #27541		09/15/2020	10/02/2020	10/02/2020	09/22/2020	10/02/2020	269.97
123819631001	PD - Supplies	Paid by Check #27541		09/14/2020	10/02/2020	10/02/2020		10/02/2020	398.46
123881542001	PD - Supplies	Paid by Check #27541		09/14/2020	10/02/2020	10/02/2020		10/02/2020	31.96
123881539001	PD - Supplies	Paid by Check #27541		09/15/2020	10/02/2020	10/02/2020		10/02/2020	18.41
		Vendor 142 - Office Depot BSD Totals				Invoices	5		\$800.24
Vendor 76 - Pacific Gas & Electric									
618305447409/20	496 E Tulare	Paid by Check #27556		09/09/2020	10/02/2020	10/02/2020		10/02/2020	4,352.66
316657841909/20	3007 Kamm	Paid by Check #27557		09/17/2020	10/02/2020	10/02/2020		10/02/2020	211.35
155771097459/20	1851 Kamm	Paid by Check #27542		09/11/2020	10/02/2020	09/25/2020		10/02/2020	1,808.89
432339024699/20	Parks	Paid by Check #27543		09/15/2020	10/02/2020	09/25/2020		10/02/2020	62.10
854359817429/20	Parks	Paid by Check #27544		09/15/2020	10/02/2020	09/25/2020		10/02/2020	205.22
901837373539/20	Parks	Paid by Check #27545		09/15/2020	10/02/2020	09/25/2020		10/02/2020	905.00
919617675889/20	Parks	Paid by Check #27546		09/15/2020	10/02/2020	09/25/2020		10/02/2020	68.81
207327719759/20	1088 E Kamm	Paid by Check #27549		09/11/2020	10/02/2020	10/02/2020		10/02/2020	1,005.11
156188827229/20	PW	Paid by Check #27548		09/13/2020	10/02/2020	10/02/2020		10/02/2020	122.80
954874984799/20	Alta/Nebraska	Paid by Check #27555		09/13/2020	10/02/2020	10/02/2020		10/02/2020	68.83
338077954239/20	2007 Crawford`	Paid by Check #27550		09/14/2020	10/02/2020	10/02/2020		10/02/2020	1,399.95
917922255339/20	PW	Paid by Check #27554		09/15/2020	10/02/2020	10/02/2020		10/02/2020	941.50
0007950720-8	PW	Paid by Check #27547		09/16/2020	10/02/2020	10/02/2020		10/02/2020	157.78
640799572509/20	PW	Paid by Check #27551		09/16/2020	10/02/2020	10/02/2020		10/02/2020	8,610.05
723267973799/20	PW	Paid by Check #27552		09/16/2020	10/02/2020	10/02/2020		10/02/2020	13,799.12
886695643259/20	pw	Paid by Check #27553		09/17/2020	10/02/2020	10/02/2020		10/02/2020	531.06
		Vendor 76 - Pacific Gas & Electric Totals				Invoices	16		\$34,250.23
Vendor 7 - Pena's Disposal Services									
530821	SOLID MIXED WASTE, YARD WASTE, CEMENT	Paid by Check #27558		09/01/2020	10/02/2020	10/02/2020		10/02/2020	336.12
532832	Cust No. 01-153360	Paid by Check #27558		09/21/2020	10/02/2020	10/02/2020		10/02/2020	2,035.32
		Vendor 7 - Pena's Disposal Services Totals				Invoices	2		\$2,371.44
Vendor 349 - RES COM Pest Control									
1855791	PD - Dog Kennel Pest Control Service	Paid by Check #27559		09/18/2020	10/02/2020	10/02/2020		10/02/2020	44.00



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Vendor 349 - RES COM Pest Control Totals									Invoices 1 \$44.00
Vendor 835 - Spence Fence Company Enterprise 16460	Fy 20/21-Parks-Installation of privacy fence @ CPR building	Paid by Check #27560		09/22/2020	10/02/2020	10/02/2020	09/24/2020	10/02/2020	7,104.00
Vendor 835 - Spence Fence Company Enterprise Totals									Invoices 1 \$7,104.00
Vendor 1442 - Superior Pool Products, LLC Q2010671	DRUM REFUND	Paid by Check #27561		07/09/2020	10/02/2020	10/02/2020		10/02/2020	(50.00)
Q2011480	CHLORINE DRUM	Paid by Check #27561		08/26/2020	10/02/2020	10/02/2020		10/02/2020	215.47
Q2011507	DRUM REFUND	Paid by Check #27561		08/27/2020	10/02/2020	10/02/2020		10/02/2020	(50.00)
Vendor 1442 - Superior Pool Products, LLC Totals									Invoices 3 \$115.47
Vendor 1447 - Monte Sylvester 9/25/20	Anthem	Paid by Check #27562		09/25/2020	10/02/2020	10/02/2020		10/02/2020	264.66
Vendor 1447 - Monte Sylvester Totals									Invoices 1 \$264.66
Vendor 163 - TAG/AMS Inc. 2777078	Professional Services	Paid by Check #27563		09/10/2020	10/02/2020	10/02/2020		10/02/2020	368.00
Vendor 163 - TAG/AMS Inc. Totals									Invoices 1 \$368.00
Vendor 92 - Target Specialty Products INVP500142684	WEED CONTROL AT WWTP	Paid by Check #27564		06/03/2020	10/02/2020	10/02/2020		10/02/2020	850.53
INVP500257297	SPIDER CONTRON FOR WWTP	Paid by Check #27564		09/14/2020	10/02/2020	10/02/2020		10/02/2020	378.16
Vendor 92 - Target Specialty Products Totals									Invoices 2 \$1,228.69
Vendor 1564 - The Home Depot Pro 571484229	CLEANING SUPPLIES	Paid by Check #27565		09/08/2020	10/02/2020	10/02/2020		10/02/2020	63.15
572002418	CLEANING SUPPLIES	Paid by Check #27565		09/10/2020	10/02/2020	10/02/2020		10/02/2020	252.59
Vendor 1564 - The Home Depot Pro Totals									Invoices 2 \$315.74
Vendor 311 - Top Dog Training Center 1286	PD - K9 Training 'Lopez & Walker'	Paid by Check #27566		09/28/2020	10/02/2020	10/02/2020		10/02/2020	90.00
Vendor 311 - Top Dog Training Center Totals									Invoices 1 \$90.00
Vendor 1633 - Toyota Industries Commercial Finance, Inc. 4002872753	LITTER VACUUM LEASE PAYMENT	Paid by Check #27567		09/15/2020	10/02/2020	10/02/2020		10/02/2020	994.54
Vendor 1633 - Toyota Industries Commercial Finance, Inc. Totals									Invoices 1 \$994.54
Vendor 1352 - Trizetto Provider Solutions, LLC 3U25092000 B	Contractual	Paid by Check #27568		09/01/2020	10/02/2020	10/02/2020		10/02/2020	192.91
Vendor 1352 - Trizetto Provider Solutions, LLC Totals									Invoices 1 \$192.91
Vendor 273 - US Bank 424250603	PD - Copiers Lease	Paid by Check #27569		09/17/2020	10/02/2020	10/02/2020		10/02/2020	907.06



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
			Vendor	273 - US Bank Totals		Invoices	1		\$907.06
Vendor 154 - USA Bluebook									
356859	WATER DEPT SUPPLIES	Paid by Check #27570		09/11/2020	10/02/2020	10/02/2020		10/02/2020	367.61
367776	SUPPLIES FOR WWTP	Paid by Check #27570		09/23/2020	10/02/2020	10/02/2020		10/02/2020	135.87
368435	SUPPLIES FOR WWTP	Paid by Check #27570		09/23/2020	10/02/2020	10/02/2020		10/02/2020	511.02
			Vendor	154 - USA Bluebook Totals		Invoices	3		\$1,014.50
Vendor 101 - Valley Soil & Forest Products									
38418	FILL SAND	Paid by Check #27571		09/10/2020	10/02/2020	10/02/2020		10/02/2020	434.00
			Vendor	101 - Valley Soil & Forest Products Totals		Invoices	1		\$434.00
Vendor 354 - Verizon Wireless									
9862853565	Finance	Paid by Check #27577		09/14/2020	10/02/2020	10/02/2020		10/02/2020	242.68
9862853566	CM	Paid by Check #27576		09/14/2020	10/02/2020	10/02/2020		10/02/2020	183.62
9862853564	October 2020	Paid by Check #27573		09/14/2020	10/02/2020	10/02/2020		10/02/2020	358.20
9862853563	Fy 20/21-Dept. monthly cell phone bill	Paid by Check #27572		09/14/2020	10/02/2020	10/02/2020		10/02/2020	921.78
9862351784	Acct# 972514922-00001	Paid by Check #27575		09/07/2020	10/02/2020	10/02/2020		10/02/2020	635.43
9862853562	ADMIN PHONE CHARGES	Paid by Check #27574		09/14/2020	10/02/2020	10/02/2020		10/02/2020	268.13
			Vendor	354 - Verizon Wireless Totals		Invoices	6		\$2,609.84
Vendor 1444 - Video Inspection Specialists, Inc.									
7418	VAC/PUMPER TTRUCK	Paid by Check #27578		09/02/2020	10/02/2020	10/02/2020		10/02/2020	2,500.00
			Vendor	1444 - Video Inspection Specialists, Inc. Totals		Invoices	1		\$2,500.00
Vendor 104 - Vision Service Plan									
810477025	October 2020	Paid by Check #27579		09/20/2020	10/02/2020	10/02/2020		10/02/2020	2,886.96
			Vendor	104 - Vision Service Plan Totals		Invoices	1		\$2,886.96
Vendor 820 - Vulcan Materials Company									
72707876	AGGREGATE & ASPHALT	Paid by Check #27580		09/14/2020	10/02/2020	10/02/2020		10/02/2020	519.37
			Vendor	820 - Vulcan Materials Company Totals		Invoices	1		\$519.37
Vendor 618 - Ryan Wilson									
Educ. Reimb 9/20	Biology Educational Reimb	Paid by Check #27581		08/28/2020	10/02/2020	10/02/2020		10/02/2020	653.50
			Vendor	618 - Ryan Wilson Totals		Invoices	1		\$653.50
Vendor 1382 - XiO, Inc.									
201210645	DINUBA PHASE II	Paid by Check #27582		10/01/2020	10/02/2020	10/02/2020		10/02/2020	1,967.79
			Vendor	1382 - XiO, Inc. Totals		Invoices	1		\$1,967.79
Vendor 209 - Zweigle Septic Service									
35062	PD - Hand-wash Station Service	Paid by Check #27583		09/28/2020	10/02/2020	10/02/2020		10/02/2020	65.00
			Vendor	209 - Zweigle Septic Service Totals		Invoices	1		\$65.00



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				Grand Totals		Invoices	118		\$172,509.15



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 385 - 4 Creeks, Inc.									
20531	4Creeks Kamm and Alta Roundabout	Paid by Check #27584		09/11/2020	10/09/2020	10/09/2020		10/09/2020	1,119.49
		Vendor 385 - 4 Creeks, Inc. Totals				Invoices	1		<u>\$1,119.49</u>
Vendor 1284 - Adams Ashby Group, Inc.									
3191	Adams Ashby General Admin Kern Street Project	Paid by Check #27585		09/03/2020	10/09/2020	10/09/2020		10/09/2020	4,500.00
		Vendor 1284 - Adams Ashby Group, Inc. Totals				Invoices	1		<u>\$4,500.00</u>
Vendor 263 - Advantek Benefit Administrators									
9/25/20	Funding Request	Paid by Check #27586		09/25/2020	10/09/2020	10/09/2020		10/09/2020	8,391.23
2010 0022	Contractual	Paid by Check #27586		09/25/2020	10/09/2020	10/09/2020		10/09/2020	50,548.71
		Vendor 263 - Advantek Benefit Administrators Totals				Invoices	2		<u>\$58,939.94</u>
Vendor 757 - Alexanders Electric Motor Shop									
90210	ALEXANDER-AERATOR 3 AT DIGESTER	Paid by Check #27587		09/08/2020	10/09/2020	10/09/2020		10/09/2020	5,436.19
91260	ALEXANDER-REPAIR MOTOR AT WWTP	Paid by Check #27587		09/21/2020	10/09/2020	10/09/2020		10/09/2020	9,430.11
		Vendor 757 - Alexanders Electric Motor Shop Totals				Invoices	2		<u>\$14,866.30</u>
Vendor 522 - Allstar Towing									
37309	TOW FOR PD-44	Paid by Check #27588		09/14/2020	10/09/2020	10/09/2020		10/09/2020	85.00
		Vendor 522 - Allstar Towing Totals				Invoices	1		<u>\$85.00</u>
Vendor 289 - AT&T Mobility LLC									
2872350721999/20	Council	Paid by Check #27590		09/16/2020	10/09/2020	10/09/2020		10/09/2020	84.72
2872932128689/20	PW	Paid by Check #27589		09/16/2020	10/09/2020	10/09/2020		10/09/2020	283.53
		Vendor 289 - AT&T Mobility LLC Totals				Invoices	2		<u>\$368.25</u>
Vendor 420 - Atlas Copco Compressors LLC									
1120092538	Atlas Copco CNG Repairs	Paid by Check #27591		09/30/2020	10/09/2020	10/09/2020		10/09/2020	2,993.25
		Vendor 420 - Atlas Copco Compressors LLC Totals				Invoices	1		<u>\$2,993.25</u>
Vendor 376 - BCS Consulting, LLC									
2020118	PD NAS Server Hard Drives	Paid by Check #27592		09/29/2020	10/09/2020	10/09/2020		10/09/2020	543.50
		Vendor 376 - BCS Consulting, LLC Totals				Invoices	1		<u>\$543.50</u>
Vendor 1675 - Best Western Americana									
Conf #79448 10/5	9/22 - 10/5/2020	Paid by Check #27593		10/05/2020	10/09/2020	10/09/2020		10/09/2020	1,120.00
		Vendor 1675 - Best Western Americana Totals				Invoices	1		<u>\$1,120.00</u>
Vendor 1679 - Bill Nelson General Engineering Construction, Inc.									
2	Bill Nelson Gen Eng - Kern Street Project Construction	Paid by Check #27594		09/29/2020	10/09/2020	10/09/2020		10/09/2020	310,367.18



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Vendor 1679 - Bill Nelson General Engineering Construction, Inc. Totals							Invoices	1	\$310,367.18
Vendor 116 - BSK Analytical Laboratories									
AD19547	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #27595		09/29/2020	10/09/2020	10/09/2020		10/09/2020	13.00
AD19580	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #27595		09/29/2020	10/09/2020	10/09/2020		10/09/2020	144.00
AD19903	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #27595		10/02/2020	10/09/2020	10/09/2020		10/09/2020	144.00
AD19904	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #27595		10/02/2020	10/09/2020	10/09/2020		10/09/2020	13.00
Vendor 116 - BSK Analytical Laboratories Totals							Invoices	4	\$314.00
Vendor 94 - California Public Employees Retirement									
2021-00000120	31 - 457 - Employee CalPERS \$*	Paid by EFT #1360		10/01/2020	10/05/2020	10/05/2020		10/05/2020	10,825.51
9/13-9/26/20	Payroll 9/13/20-9/26/20	Paid by EFT #1361		10/01/2020	10/05/2020	10/05/2020		10/05/2020	81,837.43
Vendor 94 - California Public Employees Retirement Totals							Invoices	2	\$92,662.94
Vendor 1275 - California Turf Equipment									
473169	Fy 20/21 - Parks - Supplies Purchase	Paid by Check #27596		09/28/2020	10/09/2020	10/09/2020		10/09/2020	49.80
473164	REPLACE DAMAGED GENERATOR	Paid by Check #27596		09/28/2020	10/09/2020	10/09/2020		10/09/2020	3,051.57
Vendor 1275 - California Turf Equipment Totals							Invoices	2	\$3,101.37
Vendor 1620 - Central Valley Forensic Nursing Specialists									
1130	PD - 09/08/2020 Exam Service - DF2002275	Paid by Check #27597		09/30/2020	10/09/2020	10/09/2020		10/09/2020	1,200.00
Vendor 1620 - Central Valley Forensic Nursing Specialists Totals							Invoices	1	\$1,200.00
Vendor 52 - Chicago Title									
017-141-015-000	Recording Fee- 250 S. L St	Paid by Check #27598		10/07/2020	10/09/2020	10/09/2020		10/09/2020	145.10
Vendor 52 - Chicago Title Totals							Invoices	1	\$145.10
Vendor 972 - City of Sanger									
IGT 38 - Dinuba	August 2020	Paid by Check #27599		09/27/2020	10/09/2020	10/09/2020		10/09/2020	2,389.50
Vendor 972 - City of Sanger Totals							Invoices	1	\$2,389.50
Vendor 1419 - Collins & Schoettler Planning Consultant, Inc.									
1104	Collins Schoettler Planning Support	Paid by Check #27600		10/02/2020	10/09/2020	10/09/2020		10/09/2020	4,675.00
Vendor 1419 - Collins & Schoettler Planning Consultant, Inc. Totals							Invoices	1	\$4,675.00
Vendor 170 - Comcast									
0191269 9/22/20	201 Uruapan	Paid by Check #27602		09/22/2020	10/09/2020	10/09/2020		10/09/2020	280.09
0136611 092620	PD - 10/01/2020 - 10/31/2020 Service	Paid by Check #27601		09/26/2020	10/09/2020	10/09/2020		10/09/2020	54.55



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			Vendor 170 - Comcast Totals				Invoices	2	\$334.64
Vendor 3 - Culligan Water									
166063	PORTABLE EXCHANGE TANK, 1 HIC SERVICE, DI RENTAL - WWTP	Paid by Check #27603		09/30/2020	10/09/2020	10/09/2020		10/09/2020	72.50
166414	PORTABLE EXCHANGE TANK - PW	Paid by Check #27603		09/30/2020	10/09/2020	10/09/2020		10/09/2020	76.00
166415	SOFTENER RENTAL SERVICE, SALT PALLET - WELL 20	Paid by Check #27603		09/30/2020	10/09/2020	10/09/2020		10/09/2020	496.46
			Vendor 3 - Culligan Water Totals				Invoices	3	\$644.96
Vendor 1558 - EMD Networking Services, Inc.									
107950	Repairs	Paid by Check #27604		09/30/2020	10/09/2020	10/09/2020		10/09/2020	1,168.55
			Vendor 1558 - EMD Networking Services, Inc. Totals				Invoices	1	\$1,168.55
Vendor 1506 - Enterprise FM Trust									
FBN4054844	Fy 20/21-Parks-Monthly lease pymnt/late fee for city trucks	Paid by Check #27605		10/03/2020	10/09/2020	10/09/2020	10/05/2020	10/09/2020	1,829.76
			Vendor 1506 - Enterprise FM Trust Totals				Invoices	1	\$1,829.76
Vendor 280 - Entersect									
920EP31191	PD - September 2020 Service	Paid by Check #27606		09/30/2020	10/09/2020	10/09/2020		10/09/2020	100.00
			Vendor 280 - Entersect Totals				Invoices	1	\$100.00
Vendor 36 - Ewing Irrigation Products									
12715681	Fy 20/21-Parks-Irrigation supplies	Paid by Check #27607		10/01/2020	10/09/2020	10/09/2020	10/05/2020	10/09/2020	51.19
12715807	Fy 20/21-Parks-Adjustable rotors w/check valves	Paid by Check #27607		10/01/2020	10/09/2020	10/09/2020	10/05/2020	10/09/2020	1,691.81
12715815	Fy 20/21-Parks-Irrigation repair kit	Paid by Check #27607		10/01/2020	10/09/2020	10/09/2020	10/05/2020	10/09/2020	62.73
			Vendor 36 - Ewing Irrigation Products Totals				Invoices	3	\$1,805.73
Vendor 235 - FERGUSON ENTERPRISES, LLC									
1576726	FERGUSON-1" METERS	Paid by Check #27608		09/21/2020	10/09/2020	10/09/2020		10/09/2020	16,180.80
			Vendor 235 - FERGUSON ENTERPRISES, LLC Totals				Invoices	1	\$16,180.80
Vendor 1552 - Granicus									
131988	Maintenance	Paid by Check #27609		09/30/2020	10/09/2020	10/09/2020		10/09/2020	4,797.50
			Vendor 1552 - Granicus Totals				Invoices	1	\$4,797.50
Vendor 242 - Green Box Rentals, Inc.									
76711	Fy 20/21 - Sportsplex - Storage container rental	Paid by Check #27610		09/30/2020	10/09/2020	10/09/2020		10/09/2020	70.53
76712	Fy 20/21 - Parks - Storage container rental	Paid by Check #27610		09/30/2020	10/09/2020	10/09/2020		10/09/2020	81.38



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76828	Fy 20/21-CS-Mo storage cont rental for rec center	Paid by Check #27610		10/05/2020	10/09/2020	10/09/2020	10/05/2020	10/09/2020	70.53
Vendor 242 - Green Box Rentals, Inc. Totals									Invoices 3 <u>\$222.44</u>
Vendor 379 - Guardian EMS Products									
7311	Supplies	Paid by Check #27611		09/02/2020	10/09/2020	10/09/2020		10/09/2020	24.13
7482	Supplies	Paid by Check #27611		09/28/2020	10/09/2020	10/09/2020		10/09/2020	512.88
7487	Supplies	Paid by Check #27611		09/29/2020	10/09/2020	10/09/2020		10/09/2020	1,280.30
Vendor 379 - Guardian EMS Products Totals									Invoices 3 <u>\$1,817.31</u>
Vendor 1150 - Hoffman Security									
491320	DSC Security Monitoring	Paid by Check #27612		09/20/2020	10/09/2020	10/09/2020		10/09/2020	105.00
Vendor 1150 - Hoffman Security Totals									Invoices 1 <u>\$105.00</u>
Vendor 174 - Howard's Pest Control									
89197	493 S. L St	Paid by Check #27613		07/07/2020	10/09/2020	10/09/2020		10/09/2020	47.00
90651	493 S. L St	Paid by Check #27613		09/02/2020	10/09/2020	10/09/2020		10/09/2020	47.00
91366	October 2020	Paid by Check #27613		10/02/2020	10/09/2020	10/09/2020		10/09/2020	63.00
87270	Fy 20/21-Parks-Pest control serv for Delgado/KC parks	Paid by Check #27613		05/04/2020	10/09/2020	10/09/2020	10/05/2020	10/09/2020	36.00
88152	Fy 20/21-Parks-Pest control service for Vuich park	Paid by Check #27613		06/02/2020	10/09/2020	10/09/2020	10/05/2020	10/09/2020	55.00
88310	Fy 20/21-Parks-Pest control service for Sportsplex	Paid by Check #27613		06/08/2020	10/09/2020	10/09/2020	10/05/2020	10/09/2020	87.00
88333	Fy 20/21-Parks-Pest control serv for Delgado/KC parks	Paid by Check #27613		06/08/2020	10/09/2020	10/09/2020	10/05/2020	10/09/2020	36.00
89116	Fy 20/21-Parks-Pest control service for Vuich park	Paid by Check #27613		07/02/2020	10/09/2020	10/09/2020	10/05/2020	10/09/2020	55.00
89195	Fy 20/21-Parks-Pest control serv for Delgado/KC parks	Paid by Check #27613		07/07/2020	10/09/2020	10/09/2020	10/05/2020	10/09/2020	36.00
89196	Fy 20/21-Parks-Pest control service for Sportsplex	Paid by Check #27613		07/07/2020	10/09/2020	10/09/2020	10/05/2020	10/09/2020	87.00
89899	Fy 20/21-Parks-Pest control serv for Delgado/KC parks	Paid by Check #27613		08/04/2020	10/09/2020	10/09/2020	10/05/2020	10/09/2020	36.00
89900	Fy 20/21-Parks-Pest control service for Vuich park	Paid by Check #27613		08/04/2020	10/09/2020	10/09/2020	10/05/2020	10/09/2020	55.00
89934	Fy 20/21-Parks-Pest control service for Sportsplex	Paid by Check #27613		08/05/2020	10/09/2020	10/09/2020	10/05/2020	10/09/2020	87.00
90619	Fy 20/21-Parks-Pest control serv for Delgado/KC parks	Paid by Check #27613		09/01/2020	10/09/2020	10/09/2020	10/05/2020	10/09/2020	36.00
90657	Fy 20/21-Parks-Pest control service for Sportsplex	Paid by Check #27613		09/02/2020	10/09/2020	10/09/2020	10/05/2020	10/09/2020	87.00
91307	Fy 20/21-Parks-Pest control serv for Delgado/KC parks	Paid by Check #27613		10/01/2020	10/09/2020	10/09/2020	10/05/2020	10/09/2020	36.00
87300	Customer No. KA1088	Paid by Check #27613		05/04/2020	10/09/2020	10/09/2020		10/09/2020	105.00
88248	Cust No. OP1088	Paid by Check #27613		06/04/2020	10/09/2020	10/09/2020		10/09/2020	47.00



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88252	Customer No. KA1088	Paid by Check #27613		06/04/2020	10/09/2020	10/09/2020		10/09/2020	105.00
89200	Customer No. KA1088	Paid by Check #27613		07/07/2020	10/09/2020	10/09/2020		10/09/2020	105.00
89930	Cust No. OP1088	Paid by Check #27613		08/05/2020	10/09/2020	10/09/2020		10/09/2020	47.00
89936	Customer No. KA1088	Paid by Check #27613		08/05/2020	10/09/2020	10/09/2020		10/09/2020	105.00
90654	Customer No. KA1088	Paid by Check #27613		09/02/2020	10/09/2020	10/09/2020		10/09/2020	105.00
91352	Customer No. KA1088	Paid by Check #27613		10/02/2020	10/09/2020	10/09/2020		10/09/2020	105.00
91380	Cust No. OP1088	Paid by Check #27613		10/05/2020	10/09/2020	10/09/2020		10/09/2020	47.00
Vendor 174 - Howard's Pest Control Totals							Invoices	25	\$1,657.00
Vendor 796 - L.N. Curtis & Sons									
INV425364	Greco and Martin Turn-Outs	Paid by Check #27614		09/24/2020	10/09/2020	10/09/2020		10/09/2020	4,457.18
Vendor 796 - L.N. Curtis & Sons Totals							Invoices	1	\$4,457.18
Vendor 1445 - Loops Marketing									
901	loops marketing Video footage of Projects	Paid by Check #27615		09/08/2020	10/09/2020	10/09/2020		10/09/2020	500.00
Vendor 1445 - Loops Marketing Totals							Invoices	1	\$500.00
Vendor 857 - Lynn Peavey Company									
373634	PD - Supplies	Paid by Check #27616		09/30/2020	10/09/2020	10/09/2020		10/09/2020	37.98
Vendor 857 - Lynn Peavey Company Totals							Invoices	1	\$37.98
Vendor 160 - Mid Valley Publishing Inc.									
0012684 2020	City Hall	Paid by Check #27617		09/29/2020	10/09/2020	10/09/2020		10/09/2020	25.00
0012466-2021	Fy 20/21-CS-Sentinel newspaper yrly subscription	Paid by Check #27617		09/29/2020	10/09/2020	10/09/2020	10/01/2020	10/09/2020	25.00
Vendor 160 - Mid Valley Publishing Inc. Totals							Invoices	2	\$50.00
Vendor 22 - Moore Twining Associates Inc.									
0133118	WATER SAMPLE TESTING WWTP - IN HOUSE	Paid by Check #27618		09/28/2020	10/09/2020	10/09/2020		10/09/2020	70.00
Vendor 22 - Moore Twining Associates Inc. Totals							Invoices	1	\$70.00
Vendor 899 - NBS									
920000166	CFD Administration	Paid by Check #27619		09/20/2020	10/09/2020	10/09/2020		10/09/2020	1,168.91
920000167	Special District Admin. Services	Paid by Check #27619		09/20/2020	10/09/2020	10/09/2020		10/09/2020	6,852.52
Vendor 899 - NBS Totals							Invoices	2	\$8,021.43
Vendor 392 - O'Reilly Auto Parts									
3641-331734	Vehicles	Paid by Check #27620		08/31/2020	10/09/2020	10/09/2020		10/09/2020	57.14
3641-331845	Vehicles	Paid by Check #27620		08/31/2020	10/09/2020	10/09/2020		10/09/2020	95.47
3641-332002	Vehicles	Paid by Check #27620		09/01/2020	10/09/2020	10/09/2020		10/09/2020	20.60
3641-332125	Vehicles	Paid by Check #27620		09/02/2020	10/09/2020	10/09/2020		10/09/2020	16.94
3641-332218	Vehicles	Paid by Check #27620		09/02/2020	10/09/2020	10/09/2020		10/09/2020	4.33
3641-332229	Vehicles	Paid by Check #27620		09/02/2020	10/09/2020	10/09/2020		10/09/2020	(45.04)



Accounts Payable Invoice Report

Payment Date Range 10/05/20 - 10/09/20
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
3641-332242	Vehicles	Paid by Check #27620		09/02/2020	10/09/2020	10/09/2020		10/09/2020	24.15
3641-332445	Vehicles	Paid by Check #27620		09/03/2020	10/09/2020	10/09/2020		10/09/2020	47.11
3641-332449	Vehicles	Paid by Check #27620		09/03/2020	10/09/2020	10/09/2020		10/09/2020	17.35
3641-332655	Vehicles	Paid by Check #27620		09/04/2020	10/09/2020	10/09/2020		10/09/2020	189.55
3641-332801	Vehicles	Paid by Check #27620		09/05/2020	10/09/2020	10/09/2020		10/09/2020	84.56
3641-333463	Vehicles	Paid by Check #27620		09/08/2020	10/09/2020	10/09/2020		10/09/2020	10.20
3641-333471	Vehicles	Paid by Check #27620		09/08/2020	10/09/2020	10/09/2020		10/09/2020	515.36
3641-333626	Vehicles	Paid by Check #27620		09/09/2020	10/09/2020	10/09/2020		10/09/2020	63.08
3641-333635	Vehicles	Paid by Check #27620		09/09/2020	10/09/2020	10/09/2020		10/09/2020	(21.70)
3641-333673	Vehicles	Paid by Check #27620		09/09/2020	10/09/2020	10/09/2020		10/09/2020	41.56
3641-334057	Vehicles	Paid by Check #27620		09/11/2020	10/09/2020	10/09/2020		10/09/2020	30.36
3641-334061	Vehicles	Paid by Check #27620		09/11/2020	10/09/2020	10/09/2020		10/09/2020	29.16
3641-334076	Vehicles	Paid by Check #27620		09/11/2020	10/09/2020	10/09/2020		10/09/2020	187.31
3641-334079	Vehicles	Paid by Check #27620		09/11/2020	10/09/2020	10/09/2020		10/09/2020	98.58
3641-334107	Vehicles	Paid by Check #27620		09/11/2020	10/09/2020	10/09/2020		10/09/2020	17.49
3641-334191	Vehicles	Paid by Check #27620		09/11/2020	10/09/2020	10/09/2020		10/09/2020	7.91
3641-334832	Vehicles	Paid by Check #27620		09/14/2020	10/09/2020	10/09/2020		10/09/2020	13.00
3641-335019	Vehicles	Paid by Check #27620		09/15/2020	10/09/2020	10/09/2020		10/09/2020	44.35
3641-335049	Vehicles	Paid by Check #27620		09/15/2020	10/09/2020	10/09/2020		10/09/2020	76.48
3641-335108	Vehicles	Paid by Check #27620		09/15/2020	10/09/2020	10/09/2020		10/09/2020	108.25
3641-335118	Vehicles	Paid by Check #27620		09/15/2020	10/09/2020	10/09/2020		10/09/2020	322.29
3641-335415	Vehicles	Paid by Check #27620		09/17/2020	10/09/2020	10/09/2020		10/09/2020	6.94
3641-335496	Vehicles	Paid by Check #27620		09/17/2020	10/09/2020	10/09/2020		10/09/2020	71.66
3641-335628	Vehicles	Paid by Check #27620		09/17/2020	10/09/2020	10/09/2020		10/09/2020	43.33
3641-335703	Vehicles	Paid by Check #27620		09/18/2020	10/09/2020	10/09/2020		10/09/2020	61.35
3641-335922	Vehicles	Paid by Check #27620		09/19/2020	10/09/2020	10/09/2020		10/09/2020	39.04
3641-336389	Vehicles	Paid by Check #27620		09/21/2020	10/09/2020	10/09/2020		10/09/2020	257.28
3641-336397	Vehicles	Paid by Check #27620		09/21/2020	10/09/2020	10/09/2020		10/09/2020	54.15
3641-336567	Vehicles	Paid by Check #27620		09/22/2020	10/09/2020	10/09/2020		10/09/2020	5.54
3641-336579	Vehicles	Paid by Check #27620		09/22/2020	10/09/2020	10/09/2020		10/09/2020	10.57
3641-336604	Vehicles	Paid by Check #27620		09/22/2020	10/09/2020	10/09/2020		10/09/2020	17.97
3641-336647	Vehicles	Paid by Check #27620		09/22/2020	10/09/2020	10/09/2020		10/09/2020	182.33
3641-336703	Vehicles	Paid by Check #27620		09/22/2020	10/09/2020	10/09/2020		10/09/2020	(50.32)
3641-336797	Vehicles	Paid by Check #27620		09/23/2020	10/09/2020	10/09/2020		10/09/2020	17.83
3641-336810	Vehicles	Paid by Check #27620		09/23/2020	10/09/2020	10/09/2020		10/09/2020	124.43
3641-336876	Vehicles	Paid by Check #27620		09/23/2020	10/09/2020	10/09/2020		10/09/2020	17.83
EB11726721	Vehicles	Paid by Check #27620		09/23/2020	10/09/2020	10/09/2020		10/09/2020	(12.33)
3641-337025	Vehicles	Paid by Check #27620		09/24/2020	10/09/2020	10/09/2020		10/09/2020	5.82
3641-337655	Vehicles	Paid by Check #27620		09/27/2020	10/09/2020	10/09/2020		10/09/2020	20.59
3641-338185	Supplies	Paid by Check #27620		09/29/2020	10/09/2020	10/09/2020		10/09/2020	47.72

Vendor **392 - O'Reilly Auto Parts** Totals

Invoices

46

\$2,977.57



Accounts Payable Invoice Report

Payment Date Range 10/05/20 - 10/09/20
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 76 - Pacific Gas & Electric									
502221469099/20	Parkside/Village	Paid by Check #27631		09/21/2020	10/09/2020	10/09/2020		10/09/2020	207.01
265692021589/20	El Monte/Lillie	Paid by Check #27630		09/23/2020	10/09/2020	10/09/2020		10/09/2020	10.82
519248951329/20	Utilities	Paid by Check #27633		09/23/2020	10/09/2020	10/09/2020		10/09/2020	10.64
777130818089/20	200 RD 72	Paid by Check #27634		09/23/2020	10/09/2020	10/09/2020		10/09/2020	9.86
245952415719/20	Northridge/Eaton	Paid by Check #27629		09/24/2020	10/09/2020	10/09/2020		10/09/2020	15.75
543881697549/20	Newton/Northridge	Paid by Check #27632		09/24/2020	10/09/2020	10/09/2020		10/09/2020	214.17
914674420589/20	Davis/Alta	Paid by Check #27635		09/24/2020	10/09/2020	10/09/2020		10/09/2020	17.43
159468019569/20	855 El Monte	Paid by Check #27628		09/25/2020	10/09/2020	10/09/2020		10/09/2020	284.90
497903928049/20	DSC Electricity 8/26 - 9/24/2020	Paid by Check #27621		09/25/2020	10/09/2020	10/09/2020		10/09/2020	923.22
361657103899/20	2099 Sierra	Paid by Check #27624		09/21/2020	10/09/2020	10/09/2020		10/09/2020	7,755.30
594966555039/20	6675 Ave 412	Paid by Check #27625		09/21/2020	10/09/2020	10/09/2020		10/09/2020	30.67
674421567819/20	6675 Ave 412	Paid by Check #27626		09/22/2020	10/09/2020	10/09/2020		10/09/2020	2,439.28
037563698509/20	Utilities	Paid by Check #27622		09/24/2020	10/09/2020	10/09/2020		10/09/2020	80.91
312018483279/20	7387 Sierra	Paid by Check #27623		09/24/2020	10/09/2020	10/09/2020		10/09/2020	4,909.26
821880068199/20	2099 Sierra	Paid by Check #27627		09/24/2020	10/09/2020	10/09/2020		10/09/2020	2,783.89
Vendor 76 - Pacific Gas & Electric Totals							Invoices	15	\$19,693.11
Vendor 330 - R.J. Berry Jr., Inc.									
2R	COLLEGE AVE RR CROSSING IMPROVEMENTS	Paid by Check #27636		09/18/2020	10/09/2020	10/09/2020		10/09/2020	105,478.50
Vendor 330 - R.J. Berry Jr., Inc. Totals							Invoices	1	\$105,478.50
Vendor 1311 - Cristian Ramos									
Reimb.Boots	Reimbursement	Paid by Check #27637		09/17/2020	10/09/2020	10/09/2020		10/09/2020	145.00
Vendor 1311 - Cristian Ramos Totals							Invoices	1	\$145.00
Vendor 370 - Robert V. Jensen, Inc.									
0047354-IN	OIL FOR SHOP	Paid by Check #27638		09/10/2020	10/09/2020	10/09/2020		10/09/2020	1,178.87
Vendor 370 - Robert V. Jensen, Inc. Totals							Invoices	1	\$1,178.87
Vendor 61 - Silvas Oil Company Inc.									
165837CT	September 2020	Paid by Check #27639		09/30/2020	10/09/2020	10/09/2020		10/09/2020	1,382.92
Vendor 61 - Silvas Oil Company Inc. Totals							Invoices	1	\$1,382.92
Vendor 301 - T&T Pavement Markings and Products, Inc.									
2020405	T&T-PAVEMENT MARKING, ALTA FROM EL MONTE TO DAVIS	Paid by Check #27640		09/10/2020	10/09/2020	10/09/2020		10/09/2020	7,816.00
Vendor 301 - T&T Pavement Markings and Products, Inc. Totals							Invoices	1	\$7,816.00
Vendor 92 - Target Specialty Products									
INVP500184993	SQUIRREL CONTROL FOR FACILITIES	Paid by Check #27641		07/10/2020	10/09/2020	10/09/2020		10/09/2020	5,332.91
Vendor 92 - Target Specialty Products Totals							Invoices	1	\$5,332.91



Accounts Payable Invoice Report

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Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 189 - Terminix International									
400611063	PD - Pest Control Service	Paid by Check #27642		09/18/2020	10/09/2020	10/09/2020		10/09/2020	23.00
		Vendor 189 - Terminix International Totals				Invoices	1		<u>\$23.00</u>
Vendor 49 - Tulare County									
18064	PD - New K9 Unit #40 - Digital Print Graphics	Paid by Check #27643		08/19/2020	10/09/2020	10/09/2020		10/09/2020	350.19
		Vendor 49 - Tulare County Totals				Invoices	1		<u>\$350.19</u>
Vendor 307 - Tulare County Consolidated Ambulance Dispatch, Inc									
20-10-07	October 2020	Paid by Check #27644		10/02/2020	10/09/2020	10/09/2020		10/09/2020	6,414.84
		Vendor 307 - Tulare County Consolidated Ambulance Dispatch, Inc Totals				Invoices	1		<u>\$6,414.84</u>
Vendor 1577 - Union Pacific Railroad Company									
90097352	Union Pacific South College Project	Paid by Check #27645		06/11/2020	10/09/2020	10/09/2020		10/09/2020	257.88
		Vendor 1577 - Union Pacific Railroad Company Totals				Invoices	1		<u>\$257.88</u>
Vendor 273 - US Bank									
424331387	DSC Copier Lease	Paid by Check #27646		09/18/2020	10/09/2020	10/09/2020		10/09/2020	650.27
		Vendor 273 - US Bank Totals				Invoices	1		<u>\$650.27</u>
Vendor 1434 - Vast Networks									
23821	Internet	Paid by Check #27647		10/01/2020	10/09/2020	10/09/2020		10/09/2020	4,554.07
		Vendor 1434 - Vast Networks Totals				Invoices	1		<u>\$4,554.07</u>
Vendor 1067 - Yamabe & Horn Engineering Inc.									
44385	Y&H Engineering Support	Paid by Check #27648		03/31/2020	10/09/2020	10/09/2020		10/09/2020	4,450.25
		Vendor 1067 - Yamabe & Horn Engineering Inc. Totals				Invoices	1		<u>\$4,450.25</u>
		Grand Totals				Invoices	152		<u><u>\$703,896.48</u></u>



City Council Staff Report

Department: POLICE SERVICES

October 13, 2020

To: Mayor and City Council
From: Devon Popovich, Chief of Police
By: Luz Torres, Administrative Assistant
Subject: Resolution No. 2020-58 for the 2020 Citizens Option for Public Safety (COPS) Grant (DP)

RECOMMENDATION

Council conduct a public hearing and following the hearing adopt Resolution No. 2020-58 authorizing expenditure of the 2020 Citizens Option for Public Safety (COPS) Grant funds in the amount of \$100,000.

EXECUTIVE SUMMARY

Every year the Citizens Option for Public Safety (COPS) Grant is funded through AB 3229 and allocates \$100,000 to offset the cost of one police officer position. The funds are dispersed through the Tulare County Auditor-Controller in a Supplemental Law Enforcement Services Fund (SLESF). The Dinuba Police Department has been awarded this grant for the past twenty-three years.

OUTSTANDING ISSUES

None.

DISCUSSION

The Citizens Option for Public Safety (COPS) Grant will assist the department in providing funds to offset the cost of one full-time police officer. The total cost of a full-time officer is \$138,299. The COPS grant will offset \$100,000 of the officer's salary and benefits with the remaining \$38,299 being charged to the general fund.

The COPS grant requires the City to conduct a public hearing each year to solicit community input on the use of grant funds. Again, the City has utilized the COPS grant to fund one full-time police officer. However, the City Council may choose to allocate the COPS grant funds for other uses based on community input.

FISCAL IMPACT

The total cost of a full-time police officer's salary with benefits is \$138,299. The remaining \$38,299 will be absorbed by the department's budget.

PUBLIC HEARING

A notice of the public hearing was published in the Mid-Valley Times on Thursday, October 1, 2020.

ATTACHMENTS:

[A. Resolution No. 2020-58](#)

RESOLUTION NO 2020-58

**A RESOLUTION OF THE COUNCIL OF THE CITY OF DINUBA
AUTHORIZING THE POLICE DEPARTMENT TO USE STATE COPS GRANT
MONIES AS RESOLVED BELOW**

WHEREAS, the City of Dinuba has been granted State funds through the Citizens Options for Public Safety Program; and,

WHEREAS, the monies are to expended for the enhancement of services by the police department to the betterment of the community; and,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Dinuba:

1. That the City Council of the City of Dinuba hold a public hearing to receive input from the public concerning the expenditure of the aforesaid funds; and
2. That the City of Dinuba is committed to see that these funds are properly expensed as follows:

Police Personnel – Police Officer position \$100,000

PASSED, APPROVED AND ADOPTED this _____ day of _____ 2020, at a regular meeting of the Dinuba City Council by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

BY:

ATTEST:

Mayor of the City of Dinuba

City Clerk



City Council Staff Report

Department: PUBLIC WORKS

October 13, 2020

To: Mayor and City Council
From: Ismael Hernandez, Public Works Director
By: Karl Schoettler, City Planning Consultant
Subject: Initiation of Annexation of 8.5-acres Along North Side of East El Monte Way (IH)

RECOMMENDATION

It is recommended the City Council conduct a public hearing and:

1. Approve Resolution No. 2020-62 adopting a Negative Declaration as the environmental finding for the action.
2. Adopt Resolution No. 2020-63 approving a General Plan amendment for a portion of the site.
3. Introduce and conduct the first reading, waive reading in full, of the Ordinance No. 2020-04 amending the City of Dinuba Zoning Map to "Community Commercial" (C-3) for the subject site.
3. Adopt Resolution No. 2020-64 initiating a reorganization to annex the site into the City of Dinuba and detach it from County Service Area No. 1 and the Kings River Conservation District.

EXECUTIVE SUMMARY

Public Hearing to consider the annexation (Reorganization) and related actions for 8.5± acres on north side of E. El Monte Way between the existing city limit boundary and Road 92.

OUTSTANDING ISSUES

None

DISCUSSION

The project consists of the following actions and approvals pertaining to nine parcels (and portions of parcels) along the north side of E. El Monte Way between the existing city limit boundary (at The Island) and Road 92:

- Annexation of the parcels into the City of Dinuba and detachment from County Service Area #1 and the Kings River Conservation District.
- A General Plan amendment to change the General Plan land use designation of four of the parcels from "Medium High Density Residential" to "Community Commercial".
- A zone change to apply City of Dinuba zoning to the site. The proposed zone is the C-3 (Community Commercial) zone.
- Adoption of a Negative Declaration as the environmental finding for the project.

The location of the site is shown in Attachment E (Location Map) and Attachment F (Aerial photo). Six of the parcels currently have single family homes, two are vacant and one is in agricultural use. Two of the parcels are already connected to City sewer and one is connected to City water.

The site is within Dinuba's Sphere of Influence and adjacent to the city limits on two sides - the west and the south.

The Sphere of Influence denotes lands outside city limits that may be considered for annexation.

In 2018 the City prepared the “Land Use Strategic Plan for the East El Monte Economic Vitality and Community Sustainability” to help establish land use planning, circulation and related strategies to help revitalize the area of east Dinuba, centered on E. El Monte Way. This plan was prepared in response to a decline of economic activity and development in this sector of the community, most notably exemplified by the increasing vacancies in the 20-acre Mercantile Row shopping center.

The Plan contains a schematic design for future land development in the area (see Attachment G). The schematic shows a variety of commercial and residential uses on land north of El Monte Way, including the annexation area. Any future development is not bound by this schematic – it is merely an illustration of potential designs for the area.

The City Council previously accepted this Plan and directed staff to begin implementing its recommendations. Among others, the plan recommends the annexation of additional lands in this area, to facilitate development. The subject annexation is one of the first steps of implementing this Plan.

The Plan also recommends the entirety of this site be designated “Community Commercial” – to attract a mix of region-serving commercial uses (stores, restaurants, offices, etc.). Within the General Plan, four of the parcels are currently designated “Medium High Density Residential”. Accordingly, it is recommended these parcels be re-designated “Community Commercial” to ensure consistency in land use and zoning designations.

The project also includes a zone change to apply the City’s C-3 zone (Community Commercial) upon annexation.

If the annexation is approved, a parcel map and lot line adjustments will be required in some locations to ensure that the northern annexation boundary follows parcel lines (which is required by annexation law). Attachment H shows that the annexation boundary is not entirely coterminous with existing parcel lines - there are gaps in some locations.

The City sent notices to all property owners in the annexation boundary, notifying them of the annexation and related actions, and asked for their consideration to consent to the annexation. At this time six of the nine property owners have consented to the annexation. There has been no response from the three remaining property owners. No property owner has voiced opposition to the annexation.

In seeking consent to annex, the City tried to anticipate concerns of property owners and responded to them with a list of “Frequently Asked Questions”. These questions and answers are found in Attachment “I” and address issues such as land use, zoning, taxes and utilities, among others.

ENVIRONMENTAL ANALYSIS

The City prepared an Initial Environmental Study (as required by CEQA (California Environmental Quality Act) to ascertain potential impacts of the project on the environment. The study determined the project itself (annexation, General Plan Amendment and zone change) would have no significant impacts and therefore recommended the Planning Commission and City Council adopt a Negative Declaration (a finding of no impacts).

The study was circulated for public review and comment. Letters were received from the Valley Air District and from Alta Irrigation District. The letters do not challenge the environmental study but note that these agencies may have comments/requirements when future development is proposed in the area.

PLANNING COMMISSION ACTION

The Planning Commission conducted a public hearing on October 6, 2020 to consider the aforementioned actions. Following discussion, the Commission voted unanimously to recommend approval of the project.

FINDINGS

The application complies with the required Findings of the Dinuba Municipal Code for approval of a General Plan amendment, zone change and environmental analysis.

BACKGROUND INFORMATION

APPLICANT:

City of Dinuba

405 E. El Monte Way
Dinuba, CA 93618

LOCATION:

Along the north side of E. El Monte Way between the existing city limit boundary on the west and Road 92 on the east.

APNs:

013-090-023, 013-090-024, 013-090-039, 013-090-040, 013-090-043, 013-090-044, 013-090-046, 013-090-049 and 013-090-050.

SITE SIZE:

8.5± acres

ZONING:

Existing: Tulare County R-1 zone (Single Family Residential); Proposed: C-3 (Community Commercial)

GENERAL PLAN:

Existing: "Community Commercial" and "Medium High Density Residential"; Proposed: "Commercial - Neighborhood"

EXISTING LAND USE:

Single family homes, vacant land, agriculture.

FISCAL IMPACT

The City may incur minor costs resulting from providing police and fire protection to the area as well as road maintenance.

PUBLIC HEARING

As required by municipal code, the City mailed notices of the proposed actions and public hearing to property owners within 300 feet of the site, and tenants within 100 feet of the site.

ATTACHMENTS:

- [A. Resolution 2020-62 \(Negative Declaration\)](#)
- [B. Resolution 2020-63 \(General Plan Amendment\)](#)
- [C. Resolution 2020-64 \(Initiation\)](#)
- [D. Ordinance 2020-04](#)
- [E. Location Map](#)
- [F. Aerial Photo](#)
- [G. Development Schematic](#)
- [H. Parcel Line Diagram](#)
- [I. Q and A sheet](#)

RESOLUTION NO 2020-62

**BEFORE THE CITY COUNCIL
CITY OF DINUBA
COUNTY OF TULARE, STATE OF CALIFORNIA**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA ADOPTING A NEGATIVE DECLARATION FOR REORGANIZATION 2020-01 (E. EL MONTE WAY REORGANIZATION).

WHEREAS, an application for a Reorganization, General Plan Amendment and Zone Change has been prepared for an area containing nine parcels (and portions of parcels) located along the north side of E. El Monte Way between the existing city boundary on the west and Road 92 on the east. The Assessor Parcel Numbers of the subject parcels are 013-090-023, 013-090-024, 013-090-039, 013-090-040, 013-090-043, 013-090-044, 013-090-046, 013-090-049 and 013-090-050, and

WHEREAS, the specific project actions include:

General Plan Amendment 2020-02 to change the Dinuba General Plan's land use designation of four parcels within the subject territory from "Medium High Density Residential" to "Community Commercial";

Zone Change 2020-02 to change (prezone) the zoning of the site from the Tulare County R-1 zone (Single Family Residential) to the City of Dinuba's C-3 zone (Community Commercial); and

Reorganization 2020-01 to annex the site into the City of Dinuba and detach it from County Service Area No. 1 and the Kings River Conservation District.

WHEREAS, the planning actions are considered a "project" under the Guidelines of the California Environmental Quality Act (CEQA) and accordingly an Initial Environmental Study was prepared, consistent with CEQA, and

WHEREAS, the Initial Environmental Study determined that the proposed project would not result in significant impacts to the environment, and

WHEREAS, the Dinuba Planning Commission conducted a public hearing to consider the Negative Declaration on October 6, 2020 and voted to recommend adoption, and

Dinuba Planning Commission
Resolution 2020-62
Reorganization 2020-01 (E. El Monte Way Reorganization)

WHEREAS, the Planning Department has prepared a staff report on the project.

NOW, THEREFORE, BE IT RESOLVED that the City Council, after considering all the evidence presented, determined the following findings were relevant in evaluating this action:

1. The proposed project is consistent with the goals, objectives and policies of the 2028 Dinuba General Plan and the Dinuba Zoning Ordinance.

2. The City of Dinuba has prepared an Initial Environmental Study, consistent with the requirements of CEQA. The study determined the project will not have significant impacts on the environment. Accordingly, a Negative Declaration was prepared.

3. The proposed action will not have an adverse impact on the health, safety and welfare of residents in the neighborhood or community

NOW, THEREFORE BE IT RESOLVED THAT the Initial Environmental Study prepared for the project and the Negative Declaration are hereby adopted by the Dinuba City Council.

The foregoing resolution was adopted upon a motion of Council member _____, second by Council member _____, at a regular meeting of the Dinuba City Council on the 13th day of October, 2020, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Kuldip Thusu, Mayor,
Dinuba City Council

Linda Barkley, City Clerk
City of Dinuba

ATTACHMENT "B"

RESOLUTION NO 2020-63

**BEFORE THE CITY COUNCIL
CITY OF DINUBA
COUNTY OF TULARE, STATE OF CALIFORNIA**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA APPROVING
GENERAL PLAN AMENDMENT 2020-01
(E. EL MONTE WAY REORGANIZATION)**

WHEREAS, an application for a General Plan amendment (and zone change) was prepared by the City of Dinuba, 405 E. El Monte Way, Dinuba, CA 93618, for four parcels located on the north side of E. El Monte Way between the existing city limit boundary on the west and Road 92 on the east. The Assessor Parcel Numbers of the site are 013-090-040, 013-090-043, 013-090-044, and 013-090-046, and

WHEREAS, this area (and adjoining parcels) is being annexed into the City of Dinuba and detached from County Service Area No. 1 and the Kings River Conservation District, and

WHEREAS, the subject parcels are designated "Medium High Density Residential" by the Land Use Map of the Dinuba General Plan, while the remaining parcels associated with the annexation are designated "Community Commercial". In order to ensure consistency the parcels are being designated "Community Commercial", and

WHEREAS, the purpose of this action is to trigger revitalization of the east side of Dinuba, as outlined in the *"Land Use Strategic Plan for the East El Monte Economic Vitality and Community Sustainability"* previously prepared by the City of Dinuba, and

WHEREAS, the Dinuba Planning Commission conducted a public hearing to consider this action on October 6, 2020 and voted to recommend approval of the General Plan Amendment, and

WHEREAS, property owners within 300 feet and occupants within 100 feet of the subject parcels were notified of the City Council's meeting and a public hearing notice was published ten (10) days prior to the City Council's meeting, and

WHEREAS, the Planning Department has prepared a staff report and environmental finding, and

General Plan Amendment/Zone Change 2020-02 (E. El Monte Reorganization)

WHEREAS, the City Council held a public hearing on this action and accepted testimony.

NOW, THEREFORE, BE IT RESOLVED that the City Council, after considering all the evidence presented, determined the following findings were relevant in evaluating these actions:

1. The proposed amendment is consistent with the goals, objectives and policies of the Dinuba General Plan.

2. The City has determined the project will have no significant impacts on the environment and a Negative Declaration has been prepared for adoption, consistent with of the Guidelines of the California Environmental Quality Act (CEQA).

3. The proposed amendment will not have an adverse impact on the health, safety and welfare of residents in the neighborhood or community.

NOW, THEREFORE BE IT RESOLVED THAT General Plan Amendment 2020-02 (as shown in Map 1) is hereby approved by the Dinuba City Council.

The foregoing resolution was adopted upon a motion of Council member _____, second by Council member _____, at a regular meeting of the Dinuba City Council on the 13th day of October, 2020, by the following roll call vote:

AYES:

NOES:

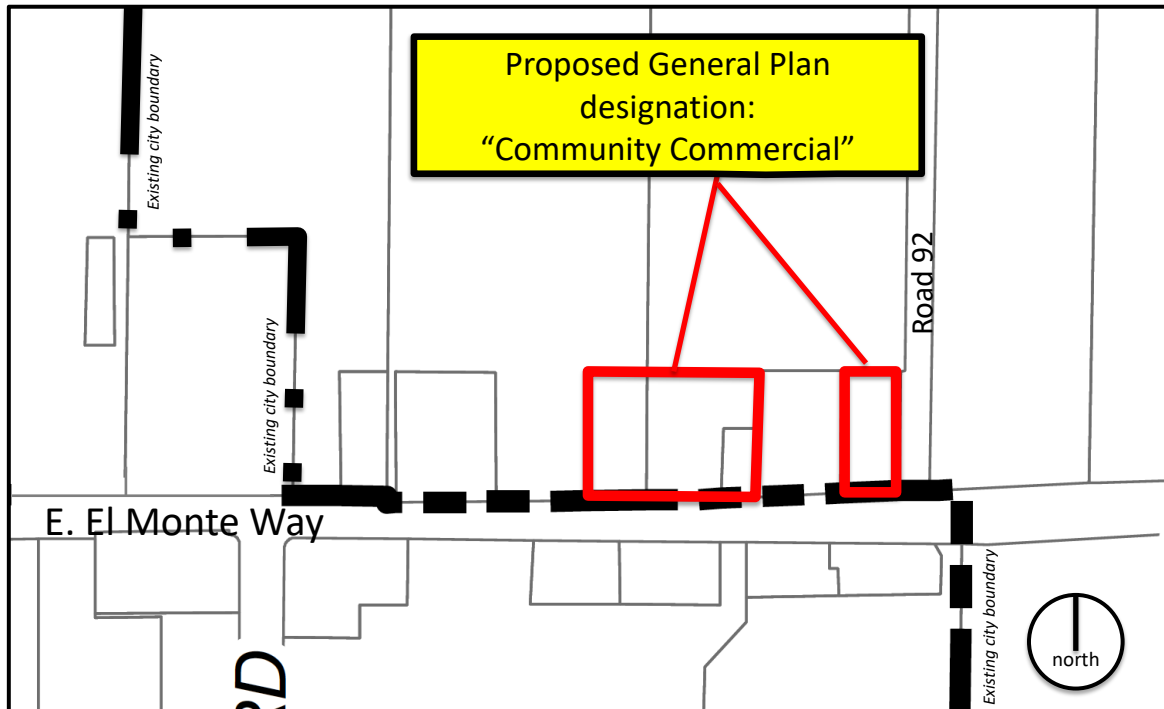
ABSTAIN:

ABSENT:

Kuldip Thusu, Mayor,
Dinuba City Council

Linda Barkley, City Clerk
City of Dinuba

Map 1: General Plan Land Use Amendment



ATTACHMENT "C"

RESOLUTION 2020-64

**BEFORE THE CITY COUNCIL
CITY OF DINUBA,
COUNTY OF TULARE, STATE OF CALIFORNIA**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA INITIATING REORGANIZATION
2020-01 FOR NINE PARCELS (AND PORTIONS OF PARCELS) CONTAINING 8.5± ACRES, LOCATED
ALONG THE NORTH SIDE OF E. EL MONTE WAY BETWEEN THE EXISTING CITY BOUNDARY ON
THE WEST AND ROAD 92 ON THE EAST**

WHEREAS, an application for reorganization, consistent with regulations contained in Government Code Section 56000 (the Knox-Cortese-Hertzberg Local Government Reorganization Act of 2000) was filed by the City of Dinuba for nine parcels (and portions of parcels), and

WHEREAS, the subject territory is located along the north side of E. El Monte Way between the existing city boundary on the west and Road 92 on the east, and

WHEREAS, the parcels contain approximately 8.5± acres and include existing single family homes, vacant land and agricultural land. The Assessor Parcel Numbers are 013-090-023, 013-090-024, 013-090-039, 013-090-040, 013-090-043, 013-090-044, 013-090-046, 013-090-049 and 013-090-050), and

WHEREAS, the City of Dinuba, designated as the conducting agency, wishes to reorganize said properties because they are within Dinuba's Sphere of Influence, are bounded on two sides by the Dinuba city limits, are designated for urban uses by the Dinuba General Plan, and some of the parcels are already connected to Dinuba's utility systems, and

WHEREAS, the City has prepared the necessary investigations and reports for this annexation, and

WHEREAS, the City has prepared an Initial Environmental Study for the project, consistent with the California Environmental Quality Act (CEQA) which determined the project would have no significant impacts on the environment, and

WHEREAS, the City of Dinuba wishes to submit a formal application for reorganization to the Tulare Local Agency Formation Commission (LAFCO) for territory shown in Exhibit 1 hereinafter called the "E. El Monte Way Reorganization", and

Dinuba Planning Commission
Resolution 1085
Reorganization 2020-01 (E. El Monte Annexation)

BE IT FURTHER RESOLVED AS FOLLOWS:

1. Application is hereby made to the Executive Officer of the Tulare County Local Agency Formation Commission (LAFCo) consistent with the information contained in the attached questionnaire, entitled Reorganization 2020-01 (City of Dinuba) to annex the subject parcels into the City of Dinuba and detach the parcels from Tulare County's County Service Area #1 (CSA#1) and the Kings River Conservation District.
2. Prior to completion of the reorganization proceedings the City will complete parcel maps and lot line adjustment to ensure that the annexation boundary is coterminous with parcel boundaries.
3. The City has determined the project will have no significant impacts on the environment and a Negative Declaration has been adopted, consistent with the Guidelines of the California Environmental Quality Act (CEQA).
4. The subject parcels have been pre-zoned C-3 (Community Commercial) by the City of Dinuba.
5. The City Clerk of the City of Dinuba is hereby authorized to file a certified copy of this resolution with the Executive Officer of the Tulare County Local Agency Formation Commission.

NOW, THEREFORE BE IT RESOLVED THAT Reorganization 2020-01, as shown in Map 1, is hereby approved by the Dinuba City Council.

Dinuba Planning Commission
Resolution 1085
Reorganization 2020-01 (E. El Monte Annexation)

The foregoing resolution was adopted upon a motion of Council member _____, second by Council member _____, at a regular meeting of the Dinuba City Council on the 13th day of October, 2020, by the following roll call vote:

AYES:

NOES:

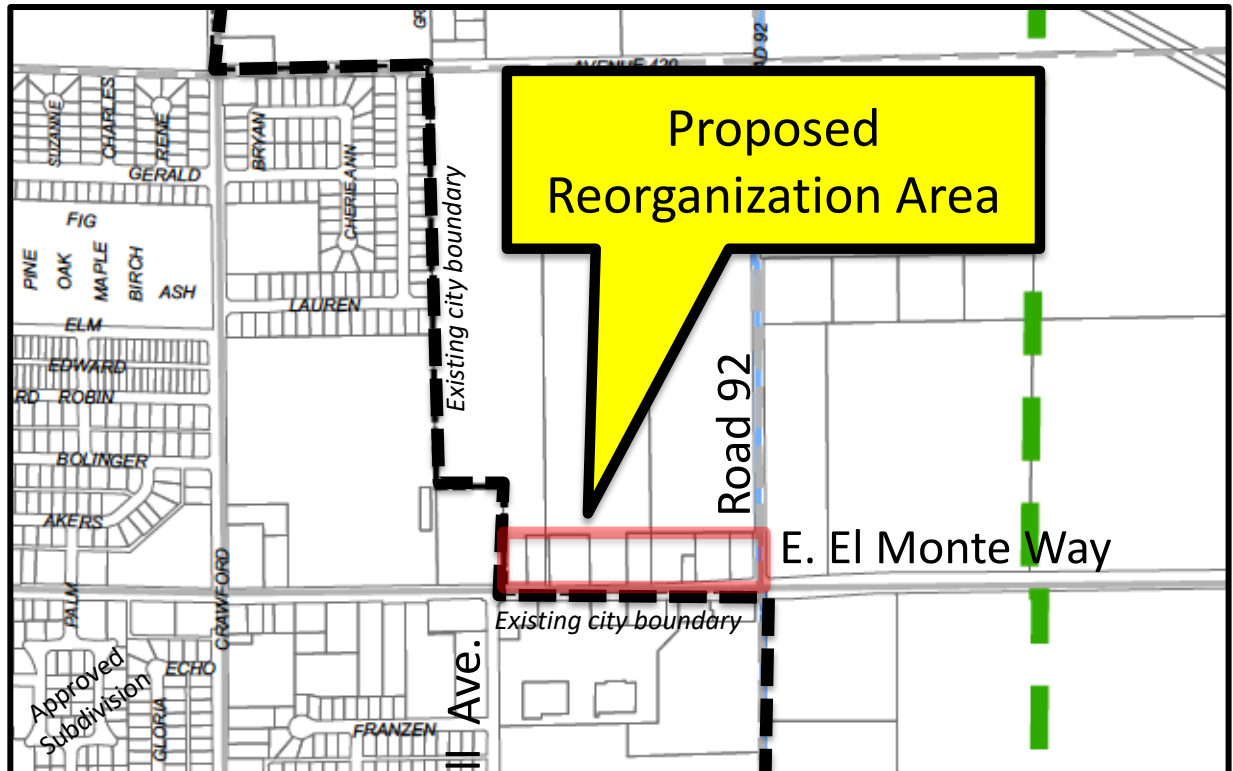
ABSTAIN:

ABSENT:

Kuldip Thusu, Mayor,
Dinuba City Council

Linda Barkley, City Clerk
City of Dinuba

Exhibit 1 (Location Map)



ATTACHMENT "D"

ORDINANCE NO. 2020-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DINUBA AMENDING THE ZONING OF PARCELS LOCATED ON THE NORTH SIDE OF EAST EL MONTE WAY BETWEEN THE EXISTING CITY LIMIT BOUNDARY AND ROAD 92

THE CITY COUNCIL OF THE CITY OF DINUBA HEREBY DOES ORDAIN:

SECTION 1. FINDINGS.

- (a) The City of Dinuba administers a Zoning Ordinance (Title 17 of the Dinuba Municipal Code), including a map that designates all parcels of land with specific zoning classifications.
- (b) The purpose of zoning is to facilitate a well-planned City and to avoid land use conflicts, among other objectives.
- (c) The City has initiated the annexation of nine parcels (and portions of parcels) containing approximately 8.5± acres along the north side of E. El Monte Way between the existing city boundary on the west and Road 92 on the east. Currently the parcels are zoned by Tulare County. The parcels are proposed to be zoned C-3 (Community Commercial) upon annexation to the City.
- (d) The Assessor Parcel Numbers of the subject parcels are 013-090-023, 013-090-024, 013-090-039, 013-090-040, 013-090-043, 013-090-044, 013-090-046, 013-090-049 and 013-090-050.
- (e) The purpose of the zone change is to apply City zoning to the parcels upon their annexation.
- (f) The proposed zone change is shown on Map 1.

SECTION 2. SEVERABILITY.

Each of the provisions of this ordinance is severable from all other provisions. If any article, section, subsection, paragraph, sentence, clause or phrase of this ordinance is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 3. The City Clerk is hereby directed to cause a summary of this Ordinance to be published by one insertion in a newspaper of general circulation in the community at least five (5) days prior to adoption and again fifteen (15) days after its adoption. If a summary of the ordinance is published, then the City Clerk shall cause a certified copy of the full text of the

proposed ordinance to be posted in the office of the City Clerk at least five days prior to the Council meeting at which the ordinance is adopted and again after the meeting at which the ordinance is adopted. The summary shall be approved by the City Attorney.

This Ordinance shall take effect and be in full force thirty (30) days from and after its adoption.

SECTION 5. The foregoing Ordinance No. 2020-04 was introduced at a regular meeting of the City Council of the City of Dinuba on the 13th day of October, 2020, by the following vote:

AYES:

NOES:

ABSENT:

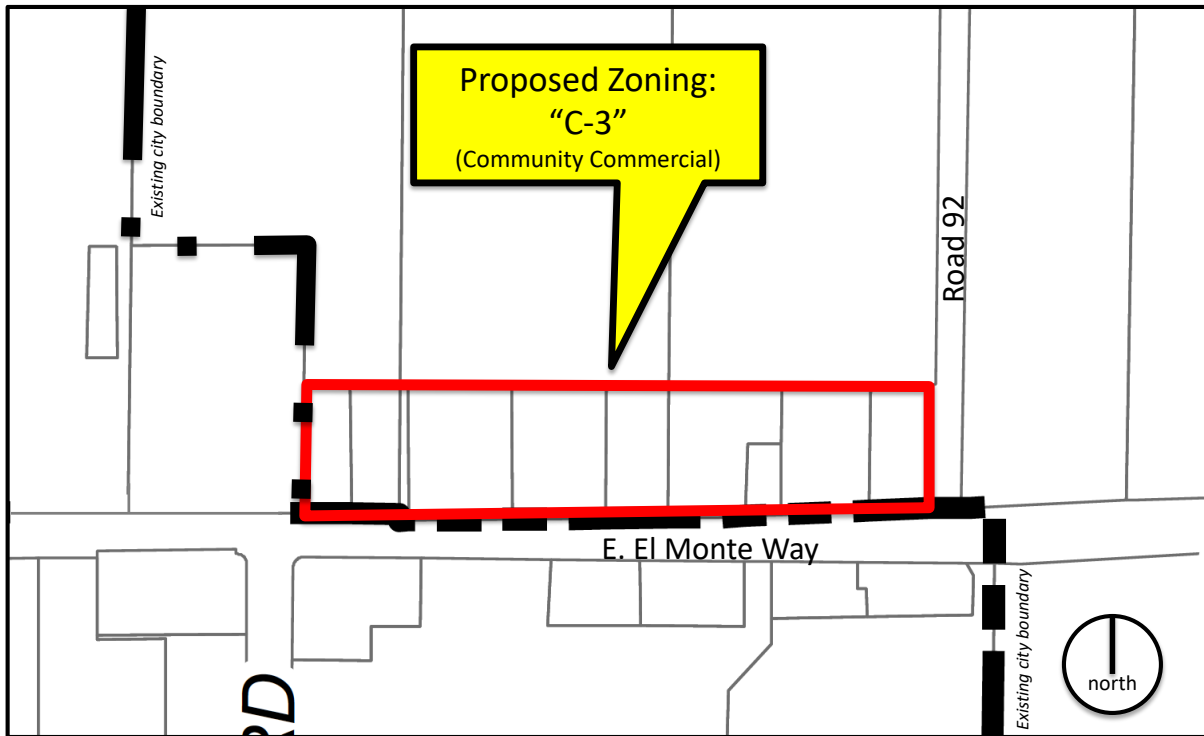
ABSTAIN:

Kuldip Thusu, Mayor of the City of Dinuba

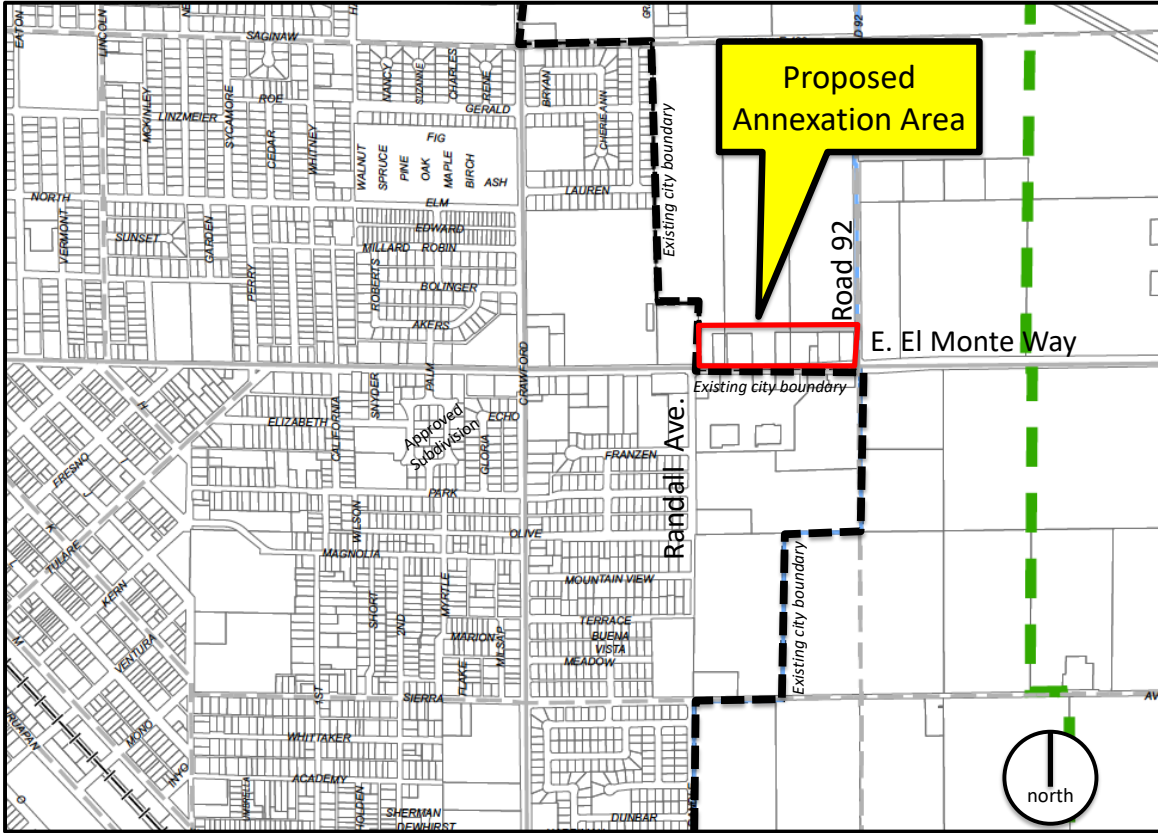
ATTEST:

Linda Barkley, City Clerk

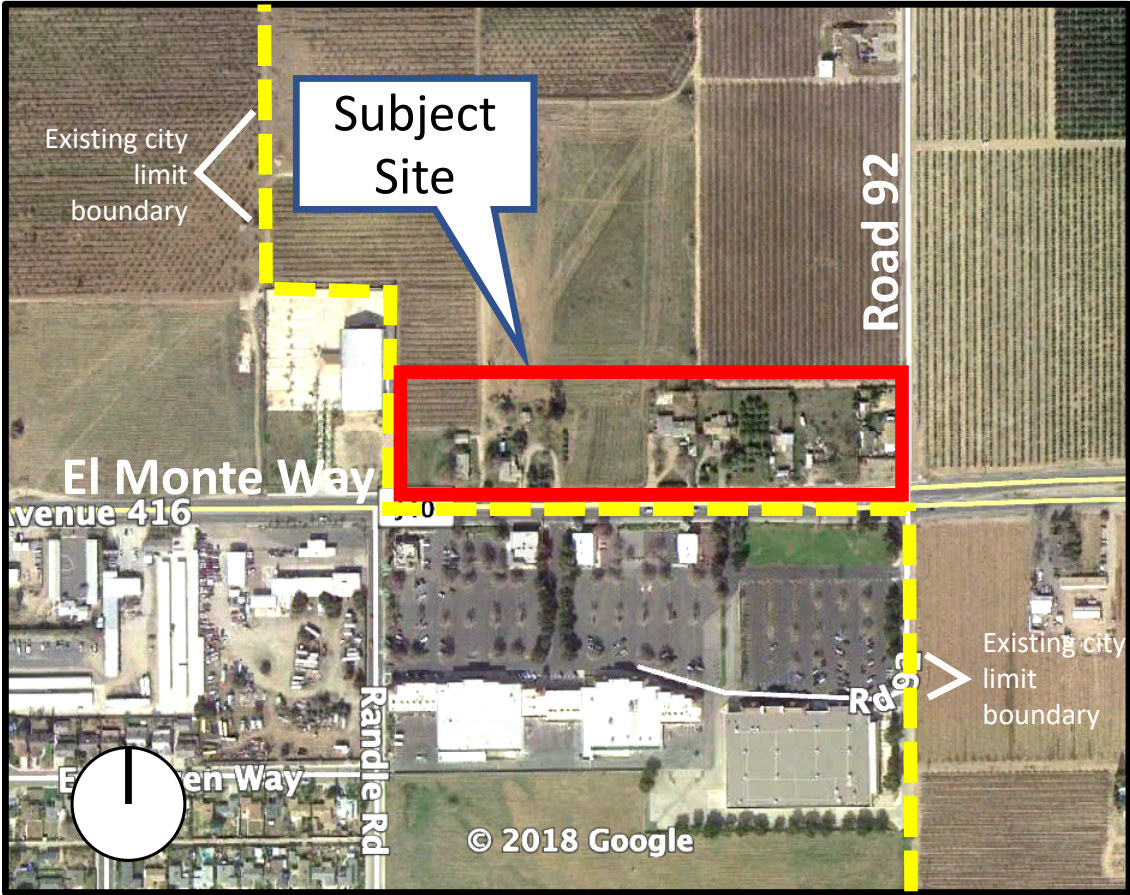
MAP 1



Attachment “E” Location Map



Attachment "F"
Aerial Photo



Attachment "G"

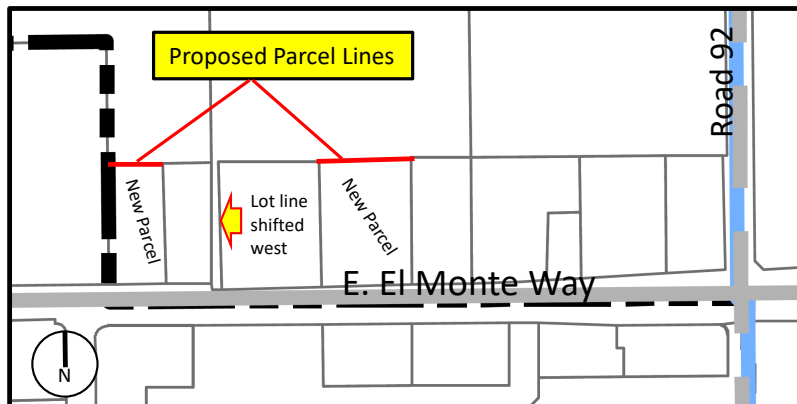
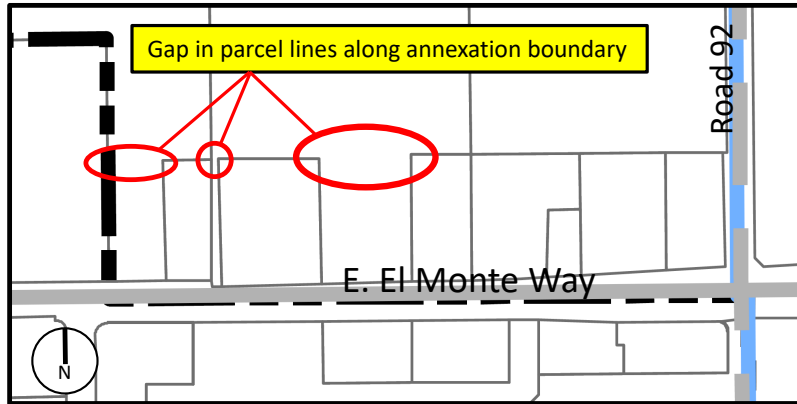
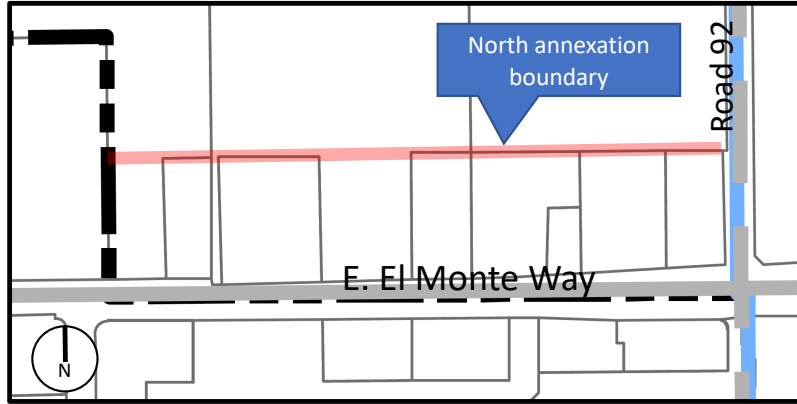
Land Development Schematic from “*Land Use Strategic Plan for the East El Monte Economic Vitality and Community Sustainability*”



Attachment "H"

Property Line Diagram

Parcel Layout in Annexation Area



Attachment "I"
Questions and Answers About Annexation

Annexation is regulated by State and local laws and policies. In order to help understand the annexation we have attempted to respond to commonly-asked questions, below:

Will I be able to continue the existing use of my property?

Yes, any use that was legally-established in the County will be able to continue once it is annexed. If the activity is not allowed by the City's zoning, the use is considered to be a legal, non-conforming use by City code. This means the use may continue but cannot be expanded or intensified.

How Will My Property be Zoned?

The Dinuba General Plan is the City's long-range planning policy document and includes a map that designates land use on all parcels within the City's planning boundary. Zoning is dictated by this map. Map 1 on page 4 of this letter shows land use designations for parcels in the annexation area. Some parcels are designated "Commercial – Community" while others are designated "Residential – Medium High".

- Upon annexation, parcels that are designated "Commercial - Community" will be zoned C-3 (Community Commercial);
- Parcels designated "Residential - Medium High" will be zoned RM-2 (Multi Family Residential) upon annexation.

The Zoning Ordinance includes a list of uses that are allowed within these zone(s). The zoning ordinance may be viewed from the City's website at: <https://www.codepublishing.com/CA/Dinuba/#!/Dinuba17/Dinuba17.html> or you can review it at the Dinuba Public Works Department at 1088 E. Kamm Avenue.

Will my taxes change or fees be applied?

Property tax is set by Tulare County and is based on your property value. Therefore, your current property tax will not change as a result of annexation. Keep in mind that your taxes could change if you improve or build new structures on your property (causing reassessment by the Tulare County Assessor's office). The only fee that would be applied upon annexation would be for trash pickup. Currently the City contracts with Pena Disposal for trash pickup. The current rate for single family dwellings is \$29.53/month.

What About City Utilities?

Some of the parcels in the subject area are already connected to City water and sewer. If you are not currently connected you may continue to use your private water and/or septic system until those systems fail or you develop your property. At that time, you would be required to connect to City utilities. The property owner is responsible for the costs of connection. New private wells and septic systems are not permitted on property once it is annexed.

What about parcelization?

There are several lots that extend outside of the annexation area. Annexation law does not allow parcels to cross over between city and county territory, so in order to annex, these lots will need to be split along the proposed annexation line. The City will assume all costs for preparing and completing the required parcel map in these instances.



City Council Staff Report

Department: PUBLIC WORKS

October 13, 2020

To: Mayor and City Council
From: Ismael Hernandez, Public Works Director
By: George Avila, Business Manager
Subject: Approve Agricultural Lease Agreement for certain City-owned property (IH)

RECOMMENDATION

Council to approve an Agricultural Lease Agreement with Luis Amezcua to dry farm 150 acres of City-owned property located in the City's Industrial Park and authorize the City Manager or designee to execute the lease agreement.

EXECUTIVE SUMMARY

The City owns approximately 150+ acres of property located in the City's Industrial Park. This property is currently vacant and requires regular abatement of weeds and debris. A local farmer, Luis Amezcua is interested in leasing the subject property to dry farm oat hay during the 2020/21 season. In addition to paying a lease fee, Mr. Amezcua has agreed to provide weed control during the term of the proposed Lease Agreement.

OUTSTANDING ISSUES

None.

DISCUSSION

The City of Dinuba owns several acres of property in the Industrial Park. These parcels are intended to be sold to developers wishing to build or expand into the Industrial Park. Currently, a number of these parcels are vacant and require regular weed abatement for the purpose of mitigating fire risk. Regular weed control is time consuming and pulls staff resources away from other projects. The City incurs approximately \$15,000 annually to maintain these parcels.

Luis Amezcua is a local farmer who has approached the City wishing to dry farm some of the available property with oat hay. The available property is identified in Attachment 'A' consisting of approximately 150 acres. Mr. Amezcua has indicated that he will provide all required farming equipment and supplies for his farming operation. Mr. Amezcua has also agreed to keep the leased premises free and clear of any weeds and of rubbish or other waste materials. The City is presenting this property in as-is condition and makes no warranty as to soil suitability for farming.

The term of the proposed lease is for one year and shall terminate on June 30, 2021. The tenant will pay the City \$50 per acre for the lease of the property totaling \$7,500 for the term of this agreement. The lease can be extended each year by approval of the City Council. A copy of the lease is enclosed herein as Attachment 'B'.

FISCAL IMPACT

The anticipated revenue from this Agreement is estimated at about \$7,500 and will be deposited into local funds. The City will also save approximately \$15,000 from not performing weed and trash abatement for a net gain of approximately \$22,500.

PUBLIC HEARING

None.

ATTACHMENTS:

[A. Ag Lease Area Map](#)

[B. Agricultural Lease Agreement_Amezcua](#)

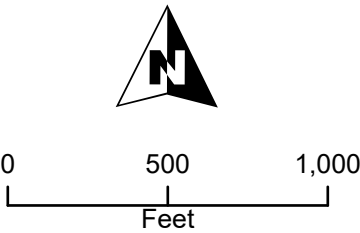
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Agricultural Lease Area Map

Legend

 Project Area (6,900,068.7 SF)



AGRICULTURAL LEASE AGEEMENT

THIS AGRICULTURAL LEASE AGREEMENT ("Lease") is made in duplicate and entered into at Tulare County, California, by and between CITY OF DINUBA hereinafter referred to as "Landlord", and LUIS AMEZCUA hereinafter referred to as "Tenant".

WITNESSETH:

That for and in consideration of the terms, covenants, and conditions contained herein, it is hereby mutually agreed by and between the parties that Landlord does hereby lease to Tenant, and Tenant does hereby rent and hire from Landlord as follows:

1. **DESCRIPTION OF THE PREMISES:** The approximately 150 acres of farmable property located on the parcels identified on Exhibit "A" attached herewith ("Leased Premises") situated in the County of Tulare, State of California,
2. **TERM:** The term of this Lease ("Base Term") shall be valid for the 2020/21 farming season and shall terminate on June 30, 2021 unless otherwise extended by formal action.
3. **RENTAL:** As rental for the Leased Premises, Tenant agrees to pay \$50 per farmable acre for the entire season (estimated at approximately \$7,500), payable in cash or by certified check, or any other form of payment acceptable to Landlord, without deduction or offset. Payment shall be made payable to CITY OF DINUBA.
4. **FARMING EQUIPMENT AND EXPENSES:** Tenant shall, at Tenant's own cost and expense, furnish any and all farming equipment, implements, tools, machinery, seed, fertilizers, other supplies, and labor necessary for all farming, operation, and care of the Leased Premises, and shall promptly pay when due any and all costs, charges, and expenses of every kind and nature in relation thereto, and shall not permit said costs,

charges and expenses to become a lien on said Leased Premises.

5. **USE OF PREMISES:** Tenant is leasing the Leased Premises for the farming of dry land oat hay only.
6. **No Violation of Law:** Tenant shall not commit any violation of any federal, state or local law, ordinance, regulation or environmental or safety condition of, on, or in connection with the Leased Premises, or any zoning, subdivision, or other land use law, ordinance, regulation, licensing or permit requirement. Tenant shall be prohibited from any storage, use, disposal, release, threatened release or presence of any substance on, in, or under the Leased Premise which are in violation of any Environmental or Safety Laws. Tenant shall further be prohibited from maintaining any asbestos in any structure on the Leased Premises, and/or any toxic pits, lagoons, or other surface or sub-surface impoundments of liquid toxic substances, or any sub-surface storage of any substances on, in, at, under, from, or in connection with any of the Leased Premises. Tenant's obligations hereunder shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary repair, clean-up or detoxification or decontamination of the Leased Premises, and the preparation and implementation of any closure, remedial action or other required plans in connection therewith, and which result from Tenant's storage, use, disposal, release or threatened release or presence of the materials identified in this paragraph. Should Tenant be required to perform such repair, clean-up, detoxification or decontamination, Tenant shall notify Landlord, in writing, within five (5) days of Tenant's receipt of notice requiring that such action be taken. Each party further agrees to indemnify, defend and hold the other party harmless from any and all violations of any governmental law, ordinance, regulation, or environmental or safety conditions of, on, or in connection with the Leased Premises occurring during the possession of said party which causes the other party any damage, injury or claim as a result thereof.

7. **CONDITION OF PREMISES:** Tenant agrees that Tenant has inspected the Leased Premises and that said Leased Premises are being leased by Tenant as a result of Tenant's inspection and not as a result of any representation made by Landlord or Landlord's agents. By entry under the Lease, Tenant accepts the Leased Premises in its present condition and agrees on the last day of the term, or on sooner or later expiration or termination of this Lease, to surrender the Leased Premises and all fixtures, improvements and structures attached thereto, to Landlord in the same or better order and condition as when received by Tenant, reasonable use, wear and tear, and damages by the elements excepted. Landlord makes no warranty as to the soil suitability for growing any crops.
8. **MANNER OF USE:** Tenant will care for the Lease Premises in a good and farm-like manner, and will not commit or permit others to commit waste thereon. Tenant shall, at Tenant's own cost and expense, keep the Leased Premises reasonably free and clear of weeds (including the weed known as "Johnson Grass"), as well as rodents and other pests. Tenant shall also, at Tenant's own cost and expense, keep the Leased Premises reasonably attractive and free of rubbish and other waste materials.
9. **RELATIONSHIP OF PARTIES:** Nothing contained in this Lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent, or partnership, or joint venture, or of any association between Landlord and Tenant other than the relationship of landlord and tenant. Except as otherwise expressly provided in this Lease, neither the Landlord nor Tenant shall be liable for any obligations or liabilities incurred by the other.
10. **LIABILITY AND FIRE INSURANCE:** Tenant shall purchase and obtain from an insurance company with a Best Rating of "A" or better, a policy of liability insurance in an amount affording coverage for the Leased Premises, in minimum limits not less than One Million Dollars (\$1,000,000.00) per person, and Two

Million Dollars (\$2,000,000.00) each occurrence, insuring against any and all liability of the Tenant with respect to the Leased Premises or arising out of the maintenance, use or occupancy thereof, and property damage liability insurance as agreed upon between the parties, which sum shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000.00). Any such policy or policies of insurance shall name Landlord as an additional insured. The term of said policy or policies shall be for such period as designated by Tenant, provided, however, that not less than thirty (30) days prior to expiration of the term of such policy or policies, Tenant shall procure another policy or renewal of the same policy of said insurance, so that throughout the entire term or any extension thereof of said Lease, Tenant and Landlord shall be the named insured under a policy of liability insurance as provided herein. Upon request of Landlord, Tenant shall also provide Landlord with a certificate of insurance confirming that the insurance described in this paragraph has been obtained by Tenant.

11. **SUPERVISION BY TENANT:** Tenant is to personally supervise and oversee all work to be performed upon the Leased Premises to ensure full compliance with each and every condition and covenant herein.
12. **COMPLIANCE WITH LAW:** Tenant shall, at Tenant's sole cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities relating to Tenant's use and occupancy of the Leased Premises, whether such statutes, ordinances, regulations and requirements be now in force, or hereafter enacted. The judgment of an court of competent jurisdiction, or the admission by Tenant in any proceeding brought against Tenant by any governmental entity that Tenant has violated any statute, ordinance, regulation or requirement relating to Tenant's use and occupancy of the Leased Premises shall be conclusive as and between Landlord and Tenant, and shall be grounds for termination of this Lease by Landlord.

13. **MAINTENANCE OF PREMISES:** Tenant shall maintain all improvements upon the Leased Premises at Tenant's sole cost and expense except as provided under Paragraph 7 hereinabove.
14. **ADJUDICATION OF BANKRUPTCY:** If at any time during the Lease, the Tenant becomes subject to any insolvency, bankruptcy, receivership, dissolution, reorganization or any other similar Federal or State proceedings, either voluntarily or involuntarily, or if the assets of the Tenant or the business conducted by Tenant on the premises be assumed by any trustee or other person pursuant to any judicial proceeding, or if Tenant becomes insolvent, or fails in business or makes an assignment for the benefit of creditors, then in each and every case, the Tenant shall be determined to be in default of this Lease and the terms hereby granted within this Lease shall immediately cease, terminate and come to an end, and the Landlord may recover and resume possession of the Leased Premises by any means, without any further obligations by Landlord. In order to enforce the terms herein, Landlord is entitled to the automatic, absolute and lifting of any stay as to the enforcement of its remedies under this Lease, including specifically, without limitation, the stay imposed by Section 362 of the United States Federal Bankruptcy Code as amended. Tenant consents to the immediate lifting of any such automatic stay, and will not contest any motion by Landlord to lift said stay.
15. **DEFAULT:**
- a. **Termination on Default of Tenant:** A default by Tenant shall occur in the event Tenant: (a) fails to pay or cause to be paid any tax, assessment, insurance premium, lien, claim, charge, or demand herein provided to be paid or caused to be paid by Tenant at the times and in the manner herein provided; or (b) defaults in the payment of any deposit or installment of rent or any other sum when due as herein provided; or (c) abandons or vacates the Lased Premises; or (d) fails to reasonably use, farm, maintain, and/or operate the land as herein required; or (e) defaults in the performance of or

breach of any other covenant, condition, or restriction of this Lease herein provided to be kept or performed by Tenant. If any such default or breach shall continue uncured for a period of thirty (30) days (except for unpaid rent which shall be three (3) days) after the receipt by Tenant of written notice of such default or breach from Landlord, then and in any such event, Landlord may, at Landlord's option, immediately terminate this Lease upon written notice, forfeit Tenant's interest in the Leased Premises and any improvements installed by Tenants thereon, and Landlord may, without further notice, demand or legal process, re-enter and take possession of the Leased Premises, remove Tenant and all persons claiming under Tenant therefrom, and Tenant and all such persons shall quit and surrender possession of the Leased Premises. As indicated above, unpaid rent shall be paid within three (3) days after written notice or Landlord may utilize all remedies described herein and/or available under the law.

- b. Other Remedies: Any termination of this Lease as herein provided shall not relieve Tenant from the payment of any sum or sums that shall then be due and payable to Landlord hereunder or any claim for damages then or theretofore accruing against Tenant hereunder, and any such termination shall not prevent Landlord from enforcing the payment of any such sum or sums or claim for damages by any remedy provided for by law, or from recovering damages from Tenant for any default thereunder. All rights, options, and remedies of Landlord contained in this Lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Landlord shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Lease.
- c. Termination by Operation of Law: Nothing in this paragraph or this Lease shall preclude Landlord from declaring an immediate termination of this Lease by operation of law upon default by Tenant.

16. **ENTRY AND INSPECTION:** Landlord shall have the right to enter the Leased Premises at all reasonable times during the term of this Lease Agreement, either in person or by nominee, for the purpose of exercising Landlord's rights under hereunder and for the purpose of inspecting the Leased Premises, posting notice of non-responsibility, and ascertaining that the promises and covenants of Tenant herein contained are being kept, observed and performed.
17. **INDEMNITY CLAUSE:** Tenant agrees to indemnify, defend and hold Landlord and the property of Landlord, including the Leased Premises, free and harmless from any and all claims, liability, loss, damage or expenses resulting from Tenant's occupation and use of the Leased Premises.
18. **COVENANT OF QUIET POSSESSION:** Provided Tenant pays the Rental as herein provided and faithfully performs the terms and conditions on Tenant's part to be kept, observed and performed, Landlord agrees to and shall, on the commencement date of the term of this Lease, place Tenant in peaceful and quiet possession of the Leased Premises and shall secure Tenant in the quiet possession thereof against all persons lawfully claiming the same during the entire lease term and any extensions thereof.
19. **LITIGATION COSTS:** Should any litigation be commenced between the parties to the Lease concerning the Leased Premises, this Lease or the rights and duties of either in relation thereto, the party, Landlord or Tenant, prevailing in such litigation, shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorney's fees in such litigation which shall be determined by the Court in such action, or in a separate action brought for that purpose.

Section 6. Assignment

Tenant's rights and obligations under this Agreement shall not be assigned without Landlord's prior written consent, and any assignment without consent shall be void.

Section 7. Successors and Assigns

Subject to the restrictions on assignment, this Agreement shall inure to the benefit of and be binding on the parties and their respective successors, heirs, and assigns.

Section 8. Notices

All notices required or permitted to be given under this Agreement shall be in writing and mailed, postage prepaid, by certified or registered mail, return receipt requested, or by personal delivery, to the address indicated below or at other places that Landlord or Tenant may, from time to time, designate by written notice given to the other. The address change shall not be effective until 21 days after notice of the change. Notices shall be deemed sufficiently served 5 days after the date of mailing or upon personal delivery.

City of Dinuba
Ismael Hernandez
405 E. El Monte Way
Dinuba, CA 93618

Luis Amezcua
1414 E. El Monte Way
Dinuba, CA 93618

20. **CONTROLLING LAW AND VENUE:** This Lease shall be governed by the laws of the State of California, and venue for any legal action resulting from disputes between parties arising directly or indirectly through this Lease shall only be in the County of Tulare, State of California.
21. **CONTIDITIONS AND COVENANTS:** All of the provisions of this Lease shall be deemed as running with the land, and construed to be "conditions" as well as

"covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

22. **NO WAIVER OF BREACH:** The failure by Landlord to insist upon the strict performance by Tenant of any covenant, agreement, term, or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof, shall not constitute a waiver of any such breach or of such covenant, agreement, term, or condition. The waiver by Landlord of any breach shall not constitute a continuing waiver nor affect or alter this Lease, but each and every covenant, condition, agreement, and term of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach. The acceptance by Landlord of any rental hereunder shall not be construed to be a waiver of a breach of any covenant, condition, or option in this agreement set forth, except only as to the particular installment of rent so accepted.
23. **COMPUTATION OF TIME:** The time in which any act provided by this Lease is to be done is computed by excluding the first day and including the last.
24. **UNAVOIDABLE DELAY:** If either party shall be delayed or prevented from the performance of any act required by this Lease by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws, or regulations or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, provided, however; nothing in this section shall excuse Tenant from the prompt payment of any rental or other charge required by Tenant except as may be expressly provided elsewhere in this Lease.
25. **ENTIRE AGREEMENT:** This Lease contains the entire agreement of the parties with respect to the matters

covered by this Lease, and no other agreement, statement, representation, or promise made by either party, or to any employee, officer, or agent of either party, which is not contained in this Lease shall be binding or valid.

26. **CHANGE OF TERMS:** This Lease, and the terms and conditions contained therein may not be modified except in writing, signed by both parties.
27. **TERMS INCLUDES EXTENSIONS:** All references to the "term of this Lease" or the "Lease term" shall include any and all renewals and extensions of such term.
28. **INTEREST:** Any sum accruing to Landlord or Tenant under the provisions of this Lease which shall not be paid when due shall bear interest at the rate of ten percent (10%) per annum from the date written notice specifying such nonpayment is served on the defaulting party, until paid.
29. **HOLDING OVER:** Any holding over by Tenant after the expiration of the Base Term of this Lease, or any extension thereof, shall be governed by Paragraph 4 above, and during such automatic renewal period, Tenant shall pay to Landlord a rent equal to the amount paid upon expiration of the applicable term. During such renewal period, the tenancy herein shall be on the same terms and conditions herein specified so far as applicable.
30. **LIENS OR ENCUMBRANCES:** Tenant shall hold Landlord free and harmless from any and all costs for the operation of the Leased Premises during the term of this Lease, and Tenant shall not allow any liens or encumbrances to be placed upon the Leased Premises by reason of Tenants tenancy upon the Leased Premises during the term of the Lease.
31. **ASSIGNMENT AND SUB-LETTING:** Tenant will not assign this Lease or any interest herein, nor sublet said Leased Premises in whole or in part, and Tenant will not place any other persons in charge thereof under

any power of attorney, or as Tenant's agent or otherwise without first obtaining the prior written consent of the Landlord, which consent shall not be unreasonably withheld. A consent by Landlord to one assignment, Sub-letting, occupation, or use by another person is not to be construed as a consent to a future assignment, Sub-letting, occupation, or use by the same or another person. Tenant shall reimburse Landlord for all reasonable attorney's fees and costs which Landlord may incur in connection with reviewing and responding to Tenant's request for Landlord's consent or approval to any such assignment. Any assignment or a Sub-letting without Landlord's consent shall be void, and shall, at Landlord's option, terminate this Lease. Any such permitted assignment or sublease shall not release Tenant from liability for the terms, covenants and conditions contained herein.

32. **ADVISEMENT AND ACKNOWLEDGMENT:** This Lease was prepared by the Law Firm of McCormick, Kabot, Jenner & Lew, APC, the attorneys for the Landlord. Said law firm hereby advises Landlord that said law firm has acted solely as counsel for Landlord and did not advise or represent Tenant concerning this matter. Tenant acknowledges having been specifically advised to seek independent legal counsel regarding this Lease, and has been afforded sufficient time to seek and obtain such independent counsel. Tenant acknowledges having carefully and thoroughly read this paragraph and this Lease in full, and fully understands each of its terms and conditions, and therefore signs it freely and voluntarily. Each party agrees that said party has reviewed and has had the opportunity to revise this agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Lease or any amendments or exhibits hereto.

33. **BINDING ON HEIRS OR SUCCESSORS:** This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto, but nothing contained

in this paragraph shall be construed as a consent by either party to any assignment of this Lease or any interest herein, except as expressly provided for in this Lease.

34. **TIME OF ESSENCE:** Time is of the essence of this Lease and of each and every clause, term, covenant, and condition contained herein.

35. **LEASE DATE:** The date on which the last of the parties hereto executes this Lease as such date is shown by the signature of the parties below, shall be the date of this Lease and shall be referred as the "Lease Date".

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the dates specified below their respective signatures.

LANDLORD:

TENANT:

CITY OF DINUBA

LUIS AMEZCUA

Date: _____

Date: _____



Agricultural Lease Area Map

Legend

□ Project Area (6,900,068.7 SF)



0 500 1,000
Feet

Yamabe & Horn
Engineers, Inc.
CIVIL ENGINEERS • LAND SURVEYORS





City Council Staff Report

Department: ENGINEER/PLANNING

October 13, 2020

To: Mayor and City Council
From: Jason Watts, City Engineer
Subject: Award of Contract for the Dinuba Police Department Parking Lot Expansion Project (JW)

RECOMMENDATION

Council to award the contract for the Dinuba Police Department Parking Lot Expansion Project to JT2 Inc. dba Todd Companies in the amount of \$439,227.00, and authorize the City Manager or designee to execute the contract documents.

EXECUTIVE SUMMARY

On October 7, 2020, the City received six bid proposals for the Dinuba Police Department Parking Lot Expansion Project. The lowest responsive bid was received from JT2 Inc. dba Todd Companies in the amount of \$439,227.00.

OUTSTANDING ISSUES

None.

DISCUSSION

The Police Department parking lot has exceeded the current existing capacity and is in need of additional parking stalls. Police personnel are parking vehicles in the vacant dirt lot adjacent to the existing parking lot. Additionally, some of the patrol vehicles have experienced vandalism recently due to the existing parking lot not being fenced or secured.

In order to protect the Police Department assets, the project will include a 7 foot high wrought iron fence. Not only does a wrought iron fence provide security, but a wrought iron fence also provides a timeless and visually appealing appearance.

The Dinuba Police Department Parking Lot Expansion Project will consist of the expansion of the current parking lot and resurfacing of the existing parking lot. The work will also include the installation of a 7 foot high wrought iron fence with a high speed gate and manual gate. In addition, the project will include the construction of concrete directional curb ramps, sidewalk, curb & gutter, concrete drive approaches, streetlights, landscape & irrigation, and other miscellaneous street improvements.

Staff solicited bids and received a total of six proposals by the October 7, 2020 deadline. The bids are summarized, as follows:

CONTRACTOR	BASE BID	ADD. ALT. #1	ADD. ALT. #2	ADD. ALT. #3	TOTAL
JT2 Inc. dba Todd Companies	\$403,003.00	\$204,504.00	\$36,224.00	\$90,444.00	\$734,175.00
Bush Engineering, Inc.	\$435,031.00	\$159,363.00	\$24,198.00	\$71,328.00	\$689,920.00
Dave Christian Construction Company, Inc.	\$473,770.20	\$158,205.00	\$54,307.00	\$108,092.00	\$794,374.20
American Paving Company	\$489,975.00	\$236,750.00	\$29,843.00	\$91,932.75	\$848,500.75
Avison Construction, Inc.	\$490,483.00	\$228,135.00	\$59,702.00	\$71,428.00	\$849,748.00

Doug Ross, Inc. dba Central Valley Asphalt	\$519,267.00	\$203,086.00	\$27,098.00	\$84,054.00	\$833,505.00
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JT2 Inc. dba Todd Companies submitted a base bid plus a separate bid for three additive alternates totaling \$734,175.00. Due to bids coming in higher than anticipated, staff is recommending that the base bid (\$403,003.00) and additive alternate #2 (\$36,224.00) be awarded for a total bid of \$439,227.00. Additive alternate #1 & #3 will not be awarded as part of this project.

Additive alternate #1 consists of the construction of a concrete masonry unit (CMU) building with pressure washer for the storage of Police Departments K-9 units and motorcycle vehicles in lieu of the current storage container that is being used. Additive alternate #2 consists of additional landscape and irrigation within the parking lot expansion portion of the project. Additive alternate #3 consists of a concrete parking lot in lieu of hot mix asphalt for the expansion.

The City Engineer has reviewed the lowest responsive bid and is recommending that City Council award the construction contract for the Dinuba Police Department Parking Lot Expansion Project to JT2 Inc. dba Todd Companies in the amount of \$439,227.00. A copy of the bid from JT2 Inc. Todd Companies is enclosed herein as Attachment 'A'.

FISCAL IMPACT

The project will be funded with local funds.

PUBLIC HEARING

None.

ATTACHMENTS:

[A. JT2 Inc. dba Todd Companies Bid Proposal](#)

**PROPOSAL TO THE CITY OF DINUBA
DINUBA POLICE DEPARTMENT
PARKING LOT EXPANSION PROJECT
IN THE CITY OF DINUBA**

The work to be done and referred to herein is in the City of Dinuba, State of California, and located within existing or street rights of way or City-owned property. All work will be considered on the basis of the total bid for furnishing and placing the materials complete as specified.

TO THE CITY COUNCIL:

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposal form of contract, and plans herein referred to; and he proposes and agrees if this proposal is accepted, that he will contract with the City of Dinuba to provide all necessary machinery, tools, apparatus, and other means of construction, and to do all of the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth; and that he will take in full payment therefore, the following prices, to wit:

BASE BID:

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
1.	LUMP SUM	L.S.	Mobilization and Demobilization (Not to Exceed \$20,000) at <u>TWENTY THOUSAND</u> _____ per L.S.	LUMP SUM	<u>20,000</u>
2.	LUMP SUM	L.S.	Traffic and Dust Control at <u>TWO THOUSAND FIVE HUNDRED</u> _____ per L.S.	LUMP SUM	<u>2,500</u>
3.	LUMP SUM	L.S.	Clearing and Grubbing at <u>SEVEN THOUSAND</u> _____ per L.S.	LUMP SUM	<u>7,000</u>
4.	LUMP SUM	L.S.	Grading and Earthwork at <u>EIGHTEEN THOUSAND</u> _____ per L.S.	LUMP SUM	<u>18,000</u>

City of Dinuba
DINUBA POLICE DEPARTMENT
PARKING LOT EXPANSION PROJECT

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
5.	10,944	S.F.	Asphalt Concrete Grinding at <u>ONE</u> _____ per S.F.	<u>1.00</u>	<u>10,944</u>
6.	275	TON	Hot Mix Asphalt, Type 'A' at <u>ONE HUNDRED FIFTY THREE</u> _____ per TON	<u>1.53</u>	<u>42,075</u>
7.	205	TON	Aggregate Base, CL II at <u>FIFTY FOUR</u> _____ per TON	<u>54</u>	<u>11,070</u>
8.	385	L.F.	Construct Concrete Curb and Gutter at <u>THIRTY EIGHT</u> _____ per L.F.	<u>38</u>	<u>14,630</u>
9.	270	L.F.	Construct 6" Wide Concrete Curb at <u>THIRTY</u> _____ per L.F.	<u>30</u>	<u>8,100</u>
10.	649	S.F.	Construct Concrete Sidewalk at <u>TEN</u> _____ per S.F.	<u>10</u>	<u>6,490</u>
11.	3	EA.	Construct Concrete Modified Curb Ramp at <u>TWO THOUSAND TWENTY</u> _____ per EA.	<u>2,020</u>	<u>6,060</u>

City of Dinuba
DINUBA POLICE DEPARTMENT
PARKING LOT EXPANSION PROJECT

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
12.	465	S.F.	Construct Concrete Commercial Drive Approach at _____ <u>THIRTEEN</u> _____ per S.F.	<u>13</u>	<u>6,045</u>
13.	289	S.F.	Construct Concrete Valley Gutter at _____ <u>TWENTY-EIGHT</u> _____ per S.F.	<u>28</u>	<u>8,092</u>
14.	1	EA.	Install 6' High Chain-Link Swing Gate at _____ <u>FOURTEEN</u> _____ per EA.	<u>14</u>	<u>7,150</u>
15.	130	L.F.	Install 7' High Ornamental Iron Fence at _____ <u>TWO HUNDRED SIXTY ONE</u> _____ per L.F.	<u>261</u> 512	<u>33930</u>
16.	1	EA.	Install 7' High Ornamental Iron Pedestrian Gate at _____ <u>FIVE THOUSAND THREE HUNDRED NINETY</u> _____ per EA.	<u>5390</u>	<u>5390</u>
17.	1	EA.	Install 7' High Ornamental Iron Rolling Gate at _____ <u>FOURTEEN THOUSAND THREE HUNDRED FIFTY FIVE</u> _____ per EA.	<u>14355</u>	<u>14355</u>
18.	1	EA.	Install 7' High Ornamental Iron Cantilever Gate with High Speed Gate Operator at _____ <u>NINETY TWO THOUSAND NINE HUNDRED FIFTY</u> _____ per EA.	<u>92950</u>	<u>92950</u>

City of Dinuba
DINUBA POLICE DEPARTMENT
PARKING LOT EXPANSION PROJECT

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
19.	3	EA.	Install Streetlight at _____ <u>TEU THOUSAND ONE</u> <u>HUNDRED SEVENTY</u> <u>FIVE</u> per EA.	<u>10,175</u>	<u>30,525</u>
20.	2	EA.	Install Dual-Head Streetlight at _____ <u>EVEN THOUSAND</u> _____ per EA.	<u>11,000</u>	<u>22,000</u>
21.	LUMP SUM	L.S.	Install Electrical System at _____ <u>EIGHT THOUSAND</u> <u>FIVE HUNDRED</u> <u>TWENTY FIVE</u> per L.S.	LUMP SUM	<u>8,525</u> 512
22.	674	S.F.	Install Planting at _____ <u>EIGHT</u> _____ per S.F.	<u>8</u>	<u>5,392</u>
23.	674	S.F.	Install Irrigation at _____ <u>NINE</u> _____ per S.F.	<u>9</u>	<u>6,066</u>
24.	1	EA.	Install a 1" Water Service at _____ <u>SEVEN THOUSAND</u> <u>ONE HUNDRED</u> <u>FIFTY</u> per EA.	<u>7,150</u>	<u>7,150</u>
25.	LUMP SUM	L.S.	Acquire City Encroachment Permit (\$140+ 4% Contract amount per Sec. SP1.10) at _____ <u>ONE THOUSAND</u> <u>SIX HUNDRED</u> _____ per L.S.	LUMP SUM	<u>1,600</u>

City of Dinuba
DINUBA POLICE DEPARTMENT
PARKING LOT EXPANSION PROJECT

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
26.	LUMP SUM	L.S.	Install Pavement Striping and Markings and Signage at <u>FOUR THOUSAND ONE HUNDRED</u> _____ per L.S.	LUMP SUM	<u>4,100</u>
27.	LUMP SUM	L.S.	Miscellaneous Street Facilities and Operations at <u>TEN THOUSAND</u> _____ per L.S.	LUMP SUM	<u>10,000</u>

TOTAL AMOUNT OF BASE BID, ITEMS 1 THRU 27 \$ 410,139

Total amount of Base Bid, Items 1 thru 27 is (in words)

FOUR HUNDRED TEN THOUSAND ONE HUNDRED THIRTY NINE
_____ Dollars and NO cents.

IN CASE OF DISCREPANCY BETWEEN WORDS AND FIGURES, THE WORDS SHALL PREVAIL

City of Dinuba
DINUBA POLICE DEPARTMENT
PARKING LOT EXPANSION PROJECT

ADDITIVE ALTERNATE #1:

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
28.	LUMP SUM	L.S.	Construct CMU building and water reclaim system at <u>ONE HUNDRED SIXTY SEVEN FIVE HUNDRED</u> per L.S.	LUMP SUM	<u>167,500</u>
29.	3	L.F.	Construct 6" Wide Concrete Curb at <u>EGHTY EIGHT</u> per L.F.	<u>88</u>	<u>264</u>
30.	LUMP SUM	L.S.	Acquire City Encroachment Permit (\$140+ 4% Contract amount per Sec. SP1.10) at <u>NINE THOUSAND NINE HUNDRED TWENTY FIVE</u> per L.S.	LUMP SUM	<u>9,925</u>
31.	LUMP SUM	L.S.	Miscellaneous Street Facilities and Operations at <u>TWENTY SIX THOUSAND EIGHT HUNDRED FIFTEEN</u> per L.S.	LUMP SUM	<u>26,815</u>

TOTAL AMOUNT OF ADDITIVE ALTERNATE #1, ITEMS 28THRU 31 \$ 204,504

Total amount of Additive Alternate #1, Items 28 thru 31 is (in words)

TWO HUNDRED FOUR THOUSAND FIVE HUNDRED FOUR
 _____ Dollars and _____ cents.

IN CASE OF DISCREPANCY BETWEEN WORDS AND FIGURES, THE WORDS SHALL PREVAIL

City of Dinuba
 DINUBA POLICE DEPARTMENT
 PARKING LOT EXPANSION PROJECT

ADDITIVE ALTERNATE #2:

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
32.	2,958	S.F.	Install Planting at _____ <u>SIX</u> _____ per S.F.	<u>6</u>	<u>17,748</u>
33.	2,958	S.F.	Install Irrigation at _____ <u>TWO</u> _____ per S.F.	<u>2</u>	<u>5,916</u>
34.	LUMP SUM	L.S.	Acquire City Encroachment Permit (\$140+ 4% Contract amount per Sec. SP1.10) at _____ <u>TWO THOUSAND EIGHT HUNDRED TEN</u> _____ per L.S.	LUMP SUM	<u>2,810</u>
35.	LUMP SUM	L.S.	Miscellaneous Street Facilities and Operations at _____ <u>FIVE THOUSAND SEVEN HUNDRED FIFTY</u> _____ per L.S.	LUMP SUM	<u>9,750</u>

TOTAL AMOUNT OF ADDITIVE ALTERNATE #2, ITEMS 32 THRU 35 \$ 36,224

Total amount of Additive Alternate #2, Items 32 thru 35 is (in words)

THIRTY SIX THOUSAND TWO HUNDRED TWENTY FOUR

_____ Dollars and _____ cents.

IN CASE OF DISCREPANCY BETWEEN WORDS AND FIGURES, THE WORDS SHALL PREVAIL

City of Dinuba
DINUBA POLICE DEPARTMENT
PARKING LOT EXPANSION PROJECT

ADDITIVE ALTERNATE #3:

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
36.	8,491	S.F.	Construct 6" Thick Concrete Parking Lot at <u>NINE</u> per S.F.	<u>9</u>	<u>76,419</u>
37.	LUMP SUM	L.S.	Acquire City Encroachment Permit (\$140+ 4% Contract amount per Sec. SP1.10) at <u>FOUR THOUSAND TWO HUNDRED SEVENTY FIVE</u> per L.S.	LUMP SUM	<u>4,275</u>
38.	LUMP SUM	L.S.	Miscellaneous Street Facilities and Operations at <u>NINE THOUSAND SEVEN HUNDRED FIFTY</u> per L.S.	LUMP SUM	<u>9,750</u>

TOTAL AMOUNT OF ADDITIVE ALTERNATE #3, ITEMS 36 THRU 38 \$ 90,444

Total amount of Additive Alternate #3, Items 36 thru 38 is (in words)

NINETY THOUSAND FOUR HUNDRED FORTY FOUR

_____ Dollars and _____ cents.

IN CASE OF DISCREPANCY BETWEEN WORDS AND FIGURES, THE WORDS SHALL PREVAIL

City of Dinuba
DINUBA POLICE DEPARTMENT
PARKING LOT EXPANSION PROJECT

BID SUMMARY:

BIDS WILL BE COMPARED ON THE BASIS OF THE TOTAL BASE BID. IN ADDITION TO THE BASE BID, THE CITY MAY ELECT TO AWARD ADDITIVE ALTERNATE #1, AND/OR #2, AND/OR #3.

BASE BID

\$ 410,139

ADDITIVE ALTERNATE #1

\$ 204,504

ADDITIVE ALTERNATE #2

\$ 36,224

ADDITIVE ALTERNATE #3

\$ 90,444

The bidder shall set forth for each item of work, in clearly legible figures, an item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item. In case of discrepancy between the item price and the total set forth for the item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, the amount set forth in the "Total" column for the item shall prevail in accordance with the following.

1. As to lump sum items, the amount set forth in the "Total" column shall be the item price.
2. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price obtained shall be the item price.

If this proposal shall be accepted and the undersigned shall fail to contract, as foresaid, and to give the two bonds in the sums to be determined as foresaid, with surety satisfactory to the Owner, within eight (8) days not including Saturdays, Sundays and legal holidays, after the bidder has received notice of award of the contract, the Owner, at its option, may determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the Owner.

A certified or cashier's check made payable to the City or a bid bond in favor of said City for

bid bond	(\$ 10%)
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, which amount is not less than 10 percent (10%) of the total amount of this proposal, is attached hereto and is given as a guarantee that the undersigned will execute a Contract and furnish the required bonds if awarded the contract and in case of failure to do so within ten days from notice of award the same will be forfeited to the City.

The undersigned certified that he has a valid license as Contractor in the State of California, for Class ^{A/B/C36/C21/D6} _____, the number of which is 788798, and the expiration date of which is 5/31/2022. The undersigned also certifies that he is registered with the Department of Industrial Relations with DIR Number 1000002849. The representations made herein are made under penalty of perjury.

Signature of bidder, with business name, address and telephone number.

(1)	JT2 INC DBA TODD COMPANIES		
	Bidding Firm		
(2)	CORPORATION		
	(Corp.) (Indiv.) (Partner)		
(3)	PO BOX 6820		
	Business Address		
	VISALIA	CA	93290
	City	State	Zip
	559-651-5820		
	Area Code	Telephone	
	JT2 INC By		
(4)			
	Signature of Authorized Person		
	JAMES W. TODD, II		
	Type or Print Name of Authorized Person		

(PLEASE SEE THE FOLLOWING INSTRUCTION REGARDING SIGNATURE)

- (1) If the bidder is an individual, enter name here in current style used in business, if a joint venture, exact names of all persons and / or entities participating in the joint venture; if a partnership, the correct trade style used in the partnership; if a corporation, the exact name of the corporation under which it is currently incorporated and operating.
- (2) If bidder is other than an individual, identify here its character, i.e. joint venture, partnership, corporation (including state of corporation), etc. If bidder is an individual operating under a fictitious or trade name, state "Individual DBA (trade name in full)".
- (3) State on this line the address to which all communications and notices regarding the Bid Proposal and any contract awarded thereunder, are to be addressed.
- (4) If bidder is: (i) a joint venture, signature must be one of the joint ventures, and if any of the joint ventures is a partnership or corporation each participating partnership must sign by a general partner, and each participating corporation by an authorized officer or employee; (ii) a partnership, by a general partner, or (iii) a corporation, by an authorized officer or employee. The title of the person signing must appear his signature. Where a partnership or corporation is a bidder or signer the name of all other general partners and/or the names of the president and secretary of the corporation and their business address must be shown below:

JAMES W. TODD, II PRESIDENT

PO BOX 6820 VISALIA CA 93290

THERESE M. TODD SECRETARY

PO BOX 6820 VISALIA CA 93290

NOTE:

All signatures must be printed under written signature.

NOTE:

All addresses must be complete with street number, city and state.

NOTE:

Bidders maybe required to provide any and all other names and/or form(s) of organization (s) under which business has been done in the prior five (5) years.

NOTE:

Bidders maybe required to provide any and all other names and / or forms(s) of organization (s) under which business has been done in the prior five (5) years.

DESIGNATION OF SUBCONTRACTORS

Pursuant to the provisions of Sections 4100 to 4113, inclusive, of the Public Contract Code of the State of California, the undersigned hereby designates below, for the project, opposite various portions of the work, the names and locations of the places of business of each subcontractor who will perform work or labor in an amount in excess of one-half of one percent (1/2 of 1%) of the amount of the total bid. All work not listed below shall be performed by the undersigned bidder. It is understood that the bidder, if awarded the contract, shall not substitute and subcontractor in place of the subcontractors herein designated subcontractor, or sublet or subcontract any of the work as to which a subcontractor is not herein designated without the consent of the City approval of the Engineer. The subletting or subcontracting of any work for which there was no subcontractor designated in the original bid may be permitted only in case of public emergency or necessity. (List one firm only for each portion of work.)

NOTE: Contractor shall perform with its own organization work amounting to not less than thirty percent (30%) of the total bid. Section 1.15 provides further information.

Bid Item No.	Subcontractor % of work ⁽¹⁾	Subcontractor	Address & Phone No.	State License No. & DIR No.
34, 22, 23, 32, 33	100	RAEUSCAPE	VISALIA CA	318642 1000002273
19, 20, 21	100	LINDSAY ELECTRIC	LOVIS	932856 1000002803
14, 16, 15, 17, 18 27, 31	100	ALL COMMERCIAL FEUCE	WATERFORD	823030 1000047744
26	100	HSS	BARENSFIELD	615222 1000004812

⁽¹⁾ If a Subcontractor is designated for a portion of a bid item(s), Contractor shall provide the estimated percentage of work that will be performed by the Subcontractor.

10/7/2020
Date

PO BOX 6820 VISALIA CA 93290
Address

559-651-5820
Telephone Number

JT2 INC DBA TODD COMPANIES
Bidders Name


Authorized Signature

CORPORATION
Type of Organization
(Individual, Partnership or Corporation)

City of Dinuba
DINUBA POLICE DEPARTMENT
PARKING LOT EXPANSION PROJECT

PROJECT: DINUBA POLICE DEPARTMENT
PARKING LOT EXPANSION PROJECT

To the City Council, City of Dinuba

NONCOLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

I, JAMES W. TODD, II
(Name)

declare that I am

PRESIDENT
(Owner, Partner, Corporate Officer (list title), Co-Venturer)

of JT2 INC DBA TODD COMPANIES
(Bidding Entity)

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by Contract, communication, or conference with anyone to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto to any corporation, partnership, company, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and this declaration is executed on 10/7/2020 (date), at VISALIA (city) CA (state).

(Title 23 United States Code Section 112)

(California Public Contract Code Section 7106; Stats. 1988. c. 1548, Section 1.)

Note: The above Noncollusion Affidavit is part of the Proposal. Signing the Proposal on the signature portion thereof shall constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making false certification may subject the certifier to criminal prosecution.

City of Dinuba
DINUBA POLICE DEPARTMENT
PARKING LOT EXPANSION PROJECT

STATEMENT OF EXPERIENCE OF BIDDER

The bidder has been engaged in the general contracting business, under the present business name, for 20+ years. Experience in work of a nature similar to that bid in this Proposal extends over a period of 20+ years.

The bidder shall state below work of a similar magnitude or character that he has done and to give references that will enable the City to judge his experience, skill and business standing, and his ability to conduct the work as completely as required under the terms of the Contract.

Year	Owner	Location & Type of Work	Contact Name & Phone Number
		SEE ATTACHMENT "A"	

AFFIDAVIT

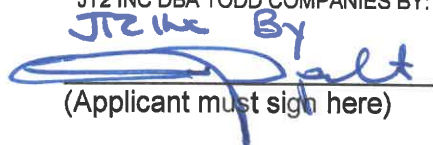
JAMES W. TODD, II
(Name of Individual)

doing business as JT2 INC DBA TODD COMPANIES
(Name of firm, if any)

certifies and says: That he/she is the person submitting the Statement of Experience; that he/she has read the same, and that the same is true of his/her own knowledge, and that any depository, vendor, or other agency therein named is hereby authorized to supply the City of Dinuba with any information necessary to verify the statement.

I certify and declare under penalty of perjury that the foregoing is true and correct.

Subscribed at VISALIA, State of
CA

JT2 INC DBA TODD COMPANIES BY:

(Applicant must sign here)

(Note: Statement will be returned unless affidavit is complete including the date of signature.)

ADDENDA CERTIFICATION STATEMENT

ADDENDA - This proposal is submitted with respect to the changes to the contract included in addendum number/s 1

(Fill in number/s if addenda have been received)

Warning: If an addendum or addenda have been issued by the administering agency and not noted above as being received by the bidder, this proposal may be rejected.

ATTACHMENT "A"

JTZ Inc dba Todd Companies
Project History

Project Name	Location	Scope	Client	Client Contact	Client Phone #
Bob Mathias Stadium Renovation	Tulare, Ca	Concrete, Earthwork, UG Utilities, Paving	Tulare Joint Union HS Dist	Chris Stevens	559-374-8441
Woodlake Plaza	Woodlake, Ca	Concrete, Earthwork, UG Utilities, Paving	City of Woodlake	Ramon Lara	559-564-8055
Toyota of Selma	Selma, Ca	Underground Utilities, Plumbing	Nolan Thomas	Dave Robertson	559-252-9318
Drinking Water Improvements	Tranquility, Ca	Underground Utilities, Concrete	Tranquility Irrig Dist	Danny Wade	559-698-7225
Green Acres & Valley Oak Improv	Visalia, Ca	Concrete	Visalia Unified SD	Robert Groeber	559-730-7385
East Porterville Emergency Water	Porterville, Ca	Underground Utilities	Tulare County	Ross Miller	559-624-7070
PEB 4/6 Storm Drain	Fresno, Ca	Underground Utilities	Fresno Met Flood Control	Peter Sanchez	559-456-3292
Burton School	Porterville, Ca	Earthwork, Paving, Utilities, Plumbing	Bush Construction	Michael Bush	559-212-5653
Chawanakee Elementary	Madera, Ca	Underground Utilities, Plumbing	Bush Construction	Michael Bush	559-212-5653
North In Lieu Pipeline	Arvin, Ca	Underground Utilities	Arvin-Edison Storage Dist	Edwin Camp	661-854-5573
East Shafter Sewer Improvements	Shafter, Ca	Underground Utilities	City of Shafter	Scott Hurlbert	661-746-5001
Sycamore Rd Storm Drain	Arvin, Ca	Underground Utilities	City of Arvin	Jose Gurrola	661-854-3134
Riviera Apartments	Tuare, Ca	Underground Utilities	BI Perch	Kevin Morrison	559-651-5015
Orosi HS Stadium	Orosi, Ca	Concrete, Earthwork, UG Utilities, Paving	Forcum Mackey	Joey Mackey	559-798-1837
Fuller/Wilson Elementary	Madera, Ca	Concrete, Earthwork, UG Utilities, Paving	Bush Construction	Michael Bush	559-212-5653
Tulare HS Ag Farm	Tulare, Ca	Concrete, Earthwork, UG Utilities, Paving	Tulare Joint Union HS Dist	Chris Stevens	559-374-8441
Armona Multi Use Bldg	Armona, Ca	Underground Utilities, Plumbing, Concrete	Forcum Mackey	Joey Mackey	559-798-1837
Riverway Sports Park	Visalia, Ca	Demo, Concrete, Earthwork, Paving	Forcum Mackey	Joey Mackey	559-798-1837
Shields/Locan Elementary	Clovis, Ca	Underground Utilities, Plumbing	Mark Wilson Construction	Doug Reitz	559-348-0421
Selma HS Stadium Renovation	Selma, Ca	Earthwork, Paving, Concrete, Utilities	Ardent	Christian DeFehr	559-492-3969

AIA Document 310 - 2010 Bid Bond

CONTRACTOR (Name, legal status and address):

JT2 Inc. DBA Todd Companies

1701 N. Clancy Ct.

Visalia, CA 93290

SURETY (Name, legal status and principal place of business):

Fidelity and Deposit Company of Maryland

1299 ZURICH WAY, 5TH FLOOR

SCHAUMBURG, IL 60196 - 1056

OWNER (Name, legal status and address):

City of Dinuba

405 E. El Monte Way

Dinuba, CA. 93618

Bond Amount: 10% of Bid

PROJECT : (Name, location or address, and Project number, if any):

Dinuba Police Department Parking Lot Expansion Project

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters in to a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed by the Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 2nd day of October, 2020

(Witness)

(Seal)

(Witness)

(Seal)

JT2, Inc. dba Todd Companies

(Principal)

(Seal)

(Title)

Fidelity and Deposit Company of Maryland

(Surety)

(Title) Lori L. Endsley, Attorney-in-Fact

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 2nd day of October, 2020



By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Jennifer WHEELER, Ronald D. OSBORN, Lori L. ENDSLEY and Carmen DE LOS SANTOS, all of Fresno, California**, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 8th day of January, A.D. 2020.



ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

**State of Maryland
County of Baltimore**

On this 8th day of January, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

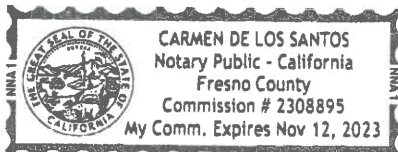
State of California

County of Fresno

On October 2, 2020 before me, Carmen De Los Santos, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Lori L. Endsley
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *[Signature]*
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond - City of Dinuba

Document Date: October 2, 2020 Number of Pages: 3

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Lori L. Endsley

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☒ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: Fidelity and Deposit

Company of Maryland

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

October 2, 2020

ADDENDUM NO. 1
CITY OF DINUBA

DINUBA POLICE DEPARTMENT PARKING LOT EXPANSION PROJECT

NOTICE

Notice is hereby given that the plans and specifications for this project have been revised as prescribed by this Addendum. It is mandatory that all bidders comply with the changes detailed herein. This Addendum shall be signed by the Bidder and attached to the inside of the Contract Documents. All changes, omissions, additions and alterations in, on and to the Contract Documents and Specification will apply to proposals made for the execution of the various parts of the work affected thereby. Careful note of this Addendum shall be taken by all parties of interest so that the proper allowance may be made in all computations, estimates and contracts, and all trades affected shall be fully advised in the performance of the work which will be required by them. In cases of conflict between the Plans, Specifications and this Addendum, this Addendum shall govern.

1. RESPONSE TO BIDDER INQUIRES

Question #1:

Where it says to re-stripe the existing striping with thermoplastic striping, is the existing striping thermoplastic already?

Answer #1:

The existing striping is paint and shall be refreshed with thermoplastic striping. Contractor shall place thermoplastic paint directly over the paint within the specified area on the plans.

Question #2:

There is a callout on sheet 4 for A.D.A. striping, but there does not seem to be an indication of where that A.D.A. striping needs to be located. Please advise.

Answer #2:

The A.D.A. striping is located approximately 150' southwest of the Dinuba Police Department Parking Lot Expansion Project. The general location of the A.D.A. striping is shown on the bottom left hand corner of sheet 4, and the details are shown in the bottom right hand corner of sheet 4, as Detail 'ADA': Modified Curb Ramp.

Question #3:

Per the Special Provisions, liquidated damages on page SP1-3 are stated to as \$1,500.00/Working Day; however, per the Contract, liquidated damages on page CC-7 are stated to as \$1,500.00/Calendar Day. Would you please be so kind as to clarify which type of day is applicable to the liquidated damages portion of this project.

Answer #3:

"Calendar days" refers to the Caltrans working day calendar. "Calendar Days" and "Working Days" are equivalent and are both based upon the Caltrans working day calendar. Liquidated damages will be assessed per working day, project specifications, and the latest edition of the Caltrans working day calendar.

Question #4:

Is the owner aware of the 8-week lead time on the high-speed gate operator that has been spec'd out on this project? Given that the project duration is only 8 weeks, it leaves very little time after award/execution, submittals, subcontracts, etc., to procure this operator and have it installed before the deadline of 40 working days after NTP. Will the owner consider extending the project duration, or delay the start date to allow for procurement of this operator?

Answer #4:

Please refer to Section 7A on page CC-5 located within the project specifications.

2. SPECIFICATIONS, EXPLANATION OF BID ITEMS

The Explanation of Bid Item No. 36 – "Construct 6" Thick Concrete Parking Lot" shall include the following:

"The cost per square foot bid for this item shall be the actual cost to construct a 6" thick concrete parking lot. If additive alternate #3 is awarded, the bid items directly related to the construction of the pavement section will be removed or deducted and replaced with Bid Item No. 36 and no additional payment will be made therefore."

3. CONSTRUCTION PLANS

The total number of sheets shall be revised to show 18 at the bottom corner of each sheet.

4. CONSTRUCTION PLANS – SHEET 4

On sheet 4 of the construction plans, the plans did not delineate the cut/fill quantities. Sheet 4 was revised to show the cut/fill quantities. In addition, sheet 4 was revised to show the replacement of the curb and gutter, not just curb along the electrical trench. The bid quantities will remain the same. Please see the attached revised sheet 4.

5. CONSTRUCTION PLANS – SHEET 10

On sheet 10 of the construction plans, the plans have been revised to include additional landscape irrigation notes in order to provide additional clarification for bidders. Please see the attached revised sheet 10.

6. CONSTRUCTION PLANS – SHEET 12

On sheet 12 of the construction plans, the electrical plans have been revised in various spots throughout the sheet in order to provide additional clarification to bidders. The overall scope of the electrical plans will remain the same. Please see the attached revised sheet 12.

7. CONSTRUCTION PLANS – SHEET 13

On sheet 13 of the construction plans, the streetlight concrete foundation has been revised to match the existing streetlights within the parking lot. Please see the attached revised sheet 13.

8. CONSTRUCTION PLANS – SHEET 16

On sheet 16 of the construction plans, the entire sheet has been revised and the masonry building has been redesigned. Please see the attached revised sheet 16.

9. CONSTRUCTION PLANS – SHEET 18

On sheet 18 of the construction plans, the plans have been revised to include additional landscape irrigation notes in order to provide additional clarification for bidders. Please see the attached revised sheet 18.

Bidders Acknowledgment

JTZ inc dba Todd Companies



Bidder's Authorized Representative

Jason Watts, P.E.


City Engineer