



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

September 22, 2020

To: Mayor and City Council
From: Linda Barkley, City Clerk
Subject: City Boards and Commissions Update (LB)

RECOMMENDATION

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

EXECUTIVE SUMMARY

The City of Dinuba established several boards and commissions comprised of members of the community. Below is a list of each commission showing vacant seats and terms set to expire end of the calendar year 2020 so that the City Council and community are aware of opportunities to serve.

OUTSTANDING ISSUES

None.

DISCUSSION

The City of Dinuba currently has four (4) commissions. These commissions serve in an advisory capacity to provide recommendations to the City Council in their respective areas of focus. The commissions also provide interested residents with an opportunity to get involved and serve the community.

On April 23, 2019, the City Council adopted a formal policy establishing the process for appointing interested individuals to the city's various committees and commissions. As part of the policy, staff is to provide an update to the Council in September of each year on any current and pending vacancies in order to allow the Council time to seek potential appointees.

The table below lists the current commissions including vacancies. A full list of the names, terms and vacancies for all committees and commissions is enclosed as Attachment 'A.'

Commission	Member Seats	Vacancies
Planning Commission	5 by district	None
Economic Development Commission	5 at-large	2 vacancies
Public Safety Commission	5 at-large	None
Historic Preservation Commission	2 at-large; 2 ADHS; 1 PW Dir	1 at-large
Tulare County Measure R Committee	at-large	1 vacancy

The Economic Development Commission has had two (2) vacancies for several months. Also, it should be noted that even prior to the current pandemic, the commission did not have a quorum for at least the last five (5) consecutive meetings so the commission has not met for some time. In addition, the commission has had very little business over the last several years.

Notices of vacancy were posted on social media and the city website and will continue to be posted as the need arises. Staff will publish a subsequent Notice of Vacancy in November on social media, the website and the local paper, for those positions whose terms will expire at the end of the calendar year.

A list of current Boards and Commissions is attached as Attachment 'B' for the Council's information.

FISCAL IMPACT

None.

PUBLIC HEARING

None.

ATTACHMENTS:

[A. City Boards & Commissions with Vacancies](#)

[B. Current Boards & Commissions](#)

ATTACHMENT "A"

Current City Boards & Commissions				
Planning Commission	Member Seats	Vacancy	First Appointed	Current Term Expires
Sergio Alvarado	District 1	None	9/13/2016	12/31/2021
Albert Cendejas	District 2	None	10/25/2016	12/31/2021
Linda Faust	District 3	None	9/13/2016	12/31/2019
Esteban Benavidez	District 4	None	12/12/2017	12/31/2021
Tim Conklin	District 5	None	2/10/2015	12/31/2019
Economic Development Commission				
Barbara Thiesen	At- large	None	4/3/2014	12/31/2021
Francisco Hernandez	At-large	None	3/26/2019	12/31/2021
Art Pena	At-large	None	4/3/2014	12/31/2020
Trinidad Rodriguez	At-large	None	4/3/2014	12/31/2020
Vacant	At-large	Vacant		12/31/2021
Historic Preservation Commission				
Maribel Sorensen	At-large	None	3/8/2016	12/31/2021
Ron Gerstenberg	ADHS	None	1/12/2010	12/31/2020
Joe Garcia	ADHS	None	1/12/2019	12/31/2021
Vacant	At-large	Vacant		12/31/2021
Ismael Hernandez	Public Works Dir	None	No term	No term expiration
Public Safety Commission				
Pablo Contreras	At-large	None	12/1/2015	12/31/2021
Vacant	At-large	Vacant		12/31/2021
Vacant	At-large	Vacant		12/31/2021
Vacant	At-large	Vacant		12/31/2020
Vacant	At-large	Vacant		12/31/2020
Measure R Oversight Committee				
Maria McElroy	At-large	None	2/12/2019	6/30/2020
Former RDA Oversight Board/Successor Agency				
City Council	Districts 1-5	None	n/a	n/a

ATTACHMENT "A"

CURRENT CITY BOARDS & COMMISSIONS				
Planning Commission	Member Seats	Vacancy	First Appointed	Current Term Expires
Sergio Alvarado	District 1	None	9/13/2016	12/31/2021
Albert Cendejas	District 2	None	10/25/2016	12/31/2021
Linda Faust	District 3	None	9/13/2016	12/31/2022
Esteban Benavidez	District 4	None	12/12/2017	12/31/2021
Tim Conklin	District 5	None	2/10/2015	12/31/2022
Economic Development Commission				
Barbara Thiesen	At-large	None	4/3/2014	12/31/2021
Francisco Hernandez	At-large	None	3/26/2019	12/31/2021
Art Pena	At-large	None	4/3/2014	12/31/2020
Vacant	At-large	None	4/3/2014	12/31/2020
Vacant	At-large	None		12/31/2021
Historic Preservation Commission				
Maribel Sorensen	At-large	None	3/8/2016	12/31/2021
Ron Gerstenberg	ADHS	None	1/12/2010	12/31/2020
Joe Garcia	ADHS	None	1/12/2019	12/31/2021
Vacant	At-large	Vacant		12/31/2021
Ismael Hernandez	Public Works Dir	None	Non-term	N/A
Public Safety Commission				
Pablo Contreras	At-large	None	12/1/2015	12/31/2021
Victorio Rojas	At-large	None	4/14/2020	12/31/2023
Sherry Chavarria	At-large	None	4/14/2020	12/31/2020
John Rodriguez	At-large	None	4/14/2020	12/31/2023
Paul Espinosa Jr.	At-large	None	4/14/2020	12/31/2023
Measure R Oversight Committee				
Maria McElroy	At-large	Vacant	2/12/2019	6/30/2020
Former RDA Oversight Board/Successor Agency				
City Council	Districts 1-5	None	N/A	N/A



City Council Staff Report

Department: CITY MANAGER'S OFFICE

September 22, 2020

To: Mayor and City Council
From: Linda Barkley, City Clerk
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.

EXECUTIVE SUMMARY

The Political Reform Act requires every local government agency to biennially review its Conflict of Interest to identify changes, if any. The City Council last adopted an amended Conflict of Interest Code in September 2018. There have been some changes to the Code since 2018 and it is before the City Council for consideration and adoption.

OUTSTANDING ISSUES

None.

DISCUSSION

The Political Reform Act requires every local government to adopt a Conflict of Interest Code (COI) and to review its Code biennially to determine if it needs to be amended. The Code was last reviewed and amended in September 2018.

The City Council is the Code reviewing body for the City of Dinuba. The proposed COI is before the Council for adoption pursuant to Government Code section 87300. The proposed amendments are listed in **bold** in Exhibit "A" to Resolution No. 2020-57 (attachment "A"). The 2020 Conflict of Interest Code (Attachment "B") is also attached for the City Council's consideration. It is therefore, staff's recommendation that the City Council adopt Resolution No. 2020-57 amending the City's Conflict of Interest Code consistent with statutory requirements.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.

ATTACHMENTS:

[A. Res. No. 2020-57 Adopting the 2020 Conflict of Interest Code](#)
[B. 2020 Conflict of Interest Code](#)

ATTACHMENT "A"

RESOLUTION 2020-57

A RESOLUTION OF THE CITY COUNCIL AMENDING THE CONFLICT OF INTEREST CODE APPLICABLE TO THE CITY OF DINUBA, CALIFORNIA PURSUANT TO THE POLITICAL REFORM ACT OF 1974 AS AMENDED

WHEREAS, the City Council of the City has heretofore adopted a Conflict of Interest Code in compliance with the Political Reform Act of 1974; and,

WHEREAS, the Fair Political Practices Commission pursuant to California Government Code Section 87306.5, requires every local government agency to review its conflict of interest code on a biennial basis and to amend the code as necessary; and

WHEREAS, the current conflict of interest code of the City of Dinuba has been reviewed and amendments are necessary to bring the code into compliance; and

WHEREAS, the amended Appendix and Disclosure Category list are attached hereto as Exhibits "A" and "B."

NOW, THEREFORE, BE IT RESOLVED, that in compliance with Section 87300 et seq. of the California Government Code, the City Council hereby amends the City's Conflict of Interest Code.

PASSED, APPROVED, AND ADOPTED this 22 day of September 2020 by the following vote:

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

Kuldip Thusu, Mayor of the City of Dinuba

ATTEST:

City Clerk

2020 DESIGNATED EMPLOYEES
Appendix

<u>DEPARTMENT DIRECTORS</u>	<u>Disclosure Category</u>
<i>Assistant City Manager (added)</i>	1
Administrative Services Director	1
City Clerk	1
Fire Chief	1
Parks & Community Services Director	1
Police Chief	1
Public Works Director	1
 <u>CITY MANAGER'S OFFICE</u>	
Human Resources Manager	1
 <u>CONSULTANTS (see Appendix)</u>	
 <u>ADMINISTRATIVE SERVICES</u>	
Senior Accountant	2
Billing/Collections Supervisor	2
<i>Finance/Budget Manager (added)</i>	1
 <u>FIRE SERVICES</u>	
Battalion Chief	1
Fire Captain	2
Fire Inspector	2
 <u>PARKS & COMMUNITY SERVICES</u>	
<i>Events Coordinator (added)</i>	2
<i>Parks Supervisor (added)</i>	2
Recreation Coordinator	2
Sports Coordinator	2
<i>Sportsplex Coordinator (added)</i>	2
 <u>POLICE SERVICES</u>	
Lieutenant	1
Sergeant	2
 <u>PUBLIC WORKS</u>	
Building Inspector/Code Enforcement Officer	2
Building Official	1
Business Manager	1
City Planner II	2
Code Enforcement Officer	2

<u>PUBLIC WORKS (cont)</u>	<u>Disclosure Category</u>
Fiscal Analyst II	2
Public Works Superintendent	1
<i>Streets & Traffic Safety Supervisor (added)</i>	2
<i>Water Systems Supervisor (added)</i>	2
Wastewater Treatment Plant Superintendent	1

The foregoing list of designated positions does not include the following City officials or employees required to report their financial interest pursuant to Article 2 of Chapter 7 of the Act, Government Code Sections 87200, et seq:

- a. City Council Members
- b. City Manager
- c. City Attorney
- d. City Treasurer

DISCLOSURE CATEGORIES

CATEGORY 1

Designated employees assigned to this category must report:

- a. Interest in real property which are located in whole or in part:
 - 1) within the boundaries of the City;
 - 2) within two miles of the boundaries of the City, or
 - 3) within two miles of any land owned or used by the City, including any leasehold, beneficiary or ownership interest or option to acquire such interest in real property.
- b. Investments and business position in business entities or income from sources which engage in the acquisition or disposal of real property within the jurisdiction.
- c. Investments and business positions in business entities or income from sources which:
 - 1) are contractors or subcontractors engaged in the performance of work or services of the type utilized by the City, or
 - 2) which manufacture, sell or provide supplies, materials, books, machinery, services or equipment of the type utilized by the city.

CATEGORY 2

Designated employees assigned to this category must report investments and business position in business entities and income from sources which manufacture, sell or provide supplies, materials, books, machinery, services or equipment of the type utilized by the employee's department or the City.

CONSULTANTS

Consultant(s) shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation:

The executive director or executive officer may determine in writing that a particular consultant, although a "designated position", is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon the description, a statement of the extent of disclosure requirements. The executive director's or executive officer's determination is a public record and shall be retained for public inspection in the same manner and location as the conflict of interest code.

ATTACHMENT "B"

2020 CONFLICT OF INTEREST CODE THE CITY OF DINUBA

SECTION 1. Establishment. The City Council of the City of Dinuba (Agency) has heretofore adopted a Conflict of Interest Code. The City Council shall be deemed the "Code Reviewing Body" of said Agency pursuant to the provisions of Section 87300 et seq. of the Government Code.

SECTION 2. Purpose. The City Council of the City of Dinuba hereby adopts this document as its "Conflict of Interest Code" in accordance with the requirements of the Political Reform Act of 1974.

SECTION 3. Designated Positions. The positions listed on Exhibit "A" attached hereto are designated positions. Officers and employees holding those positions are designated employees and are deemed, for the purposes of this Code, to make, or participate in the making of, decisions which may foreseeably have a material effect on any financial interest and for each such enumerated position, the specific types of investments, business positions, interests in real property, and sources of income which are reportable. An investment, business position, interest in real property, or source of income shall be made reportable by the Conflict of Interest Code if the business entity in which the investment or business position is held, the interest in real property, or the income or source of income may foreseeably be affected materially by any decision made or participated in by the designated employees by virtue of his or her position.

SECTION 4. Disclosure Statements. Each such designated employee shall file disclosure statements disclosing reportable investments, business positions, interests in real property, and income, to the extent required by the Act, and on forms prescribed by the Fair Political Practices Commission and available through the City Clerk.

SECTION 5. Place and Time of Filing.

- A. All designated employees required to file disclosure statements shall file same with the City Clerk, as Secretary to the Code Reviewing Body.

- B. A designated employee required to submit a disclosure statement shall file their initial statement within thirty (30) days after the effective date of this Code disclosing reportable investments, business positions, and interests in real property held on the effective date of the Conflict of Interest Code and income received during the 12-months before the effective date of the Conflict of Interest Code.
- C. Individuals hereafter appointed to designated positions shall file his or her initial statement within thirty (30) days after assuming office disclosing reportable investments, business positions, and interests in real property held on, and income received during the twelve (12) months before, the date of assuming office.
- D. After the initial filing, each person holding a designated position, shall, on or before the first day of April of each calendar year, file an annual disclosure statement disclosing reportable investments, business positions, interests in real property and income held or received at any time during the previous calendar year, or since the date the designated employee took office if during the calendar year. Such annual statements shall cover the period of the preceding calendar year.
- E. Every designated employee who leaves office shall file, within thirty (30) days of leaving office, a statement disclosing reportable investments, business positions, interests in real property and income held or received at any time during the period between the closing date of the last statement required to be filed and the date of leaving office.
- F. Any designated employee who resigns their position within twelve (12) months following initial appointment or within thirty (30) days of the date of a notice mailed by the filing officer of the individual's filing obligation, whichever is earlier, is not deemed to assume or leave office, provided that during the period between appointment and resignation, the individual does not make, participate in making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position. Within thirty (30) days of the

date of a notice mailed by the filing officer, the individual shall do both of the following:

1. File a written resignation with the appointing power.
 2. File a written statement with the filing officer on a form prescribed by the Commission and signed under the penalty of perjury stating that the individual during the period between appointment and resignation, did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.
- G. A designated employee required to file a statement of economic interest with any other public agency whose disclosure requirements are comparable hereto, may comply with the provisions of this Code by filing a duplicate copy of the statement filed with such other agency, in lieu of an entirely separate statement.

SECTION 6. Contents of Disclosure Statements. Disclosure statements shall be submitted on forms available through the City Clerk, and shall contain the following information:

A. Disclosure of Investment or Interest in Real Property.

1. When an investment or an interest in real property is required to be disclosed the statement shall contain:
 - a. A statement of the nature of the investment or interest;
 - b. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
 - c. The address or other precise location of the real property;
 - d. A statement whether the fair market value of the investment or interest in real property equals or exceeds two thousand dollars (\$2,000) but does not exceed ten thousand dollars (\$10,000), whether it exceeds ten thousand dollars (\$10,000) but does not exceed one hundred thousand

dollars (\$100,000), whether it exceeds one hundred thousand dollars (\$100,000) but does not exceed one million dollars (\$1,000,000), or whether it exceeds one million dollars (\$1,000,000);

- e. In the case of a statement filed under Government Code Sections 87203 or 87204, if the investment or interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the date of acquisition or disposal.
- f. For purposes of disclosure, interest in real property does not include the principal residence of the filer or any other property which the filer utilizes exclusively as a personal residence of the filer.

B. Disclosure of Income.

- 1. When income is required to be reported the statement shall contain, except as provided in Government Code Section 87207(b):
 - a. The name and address of each source of income aggregating five hundred (\$500) or more in value, or fifty dollars (\$50) or more in value if the income was a gift, and a general description of the business activity, if any, of each source;
 - b. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was at least five hundred (\$500) but did not exceed one thousand dollars (\$1,000), whether it was in excess of one thousand dollars (\$1,000) but not greater than ten thousand dollars (\$10,000), whether it was in excess of ten thousand dollars (\$10,000) but not greater than one hundred thousand dollars (\$100,000), or whether it was greater than one hundred thousand dollars (\$100,000);
 - c. A description of the consideration, if any, for which the income was received;
 - d. In the case of a gift, the amount and the date on which the gift was received;

- e. In the case of a loan, the annual interest rate and the security, if any, given for the loan, and the term of the loan.
- 2. When the filer's pro rata share of income to a business entity, including income to a sole proprietorship, is required to be reported, the statement shall contain:
 - a. The name, address, and a general description of the business activity of the business entity;
 - b. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than ten thousand dollars (\$10,000) during a calendar year.
- 3. When a payment, including an advance or reimbursement, for travel is required to be reported pursuant to this section, it may be reported on a separate travel reimbursement schedule which shall be included in the filer's statement of economic interest. A filer who chooses not to use the travel schedule shall disclose payments for travel as a gift, unless it is clear from all surrounding circumstances that the services provided were equal to or greater in value than the payments for the travel, in which case the travel may be reported as income.
- 4. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, or as to which he or she is a paid consultant, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity. If the business entity or any parent, subsidiary, or otherwise related business entity has an interest in real property in the jurisdiction, or has done business, or plans to do business in the jurisdiction at any time during the two years prior to the date of the statement, it is required to be filed.

5. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired to disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal;

SECTION 7. Prohibition on Receipt of Honoraria. No member of the City Council or candidate for the office of City Council shall accept any honorarium. No designated employee shall accept any honorarium from any source if the employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. Subdivisions (b) of Government Code Section 89502 shall apply to the prohibitions in this section. This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Government Code Section 89506.

SECTION 8. Prohibition on Receipt of Gifts in Accordance with Government Code Section 89503. No member of the City Council, candidate for the office of City Council, or designated employee shall accept any gifts with a total value of more than the statutory annual limit in a calendar year from any single source, as adjusted biennially pursuant to Section 89503(f).

SECTION 9. Disqualification. No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the employee or a member of his or her immediate family or on:

- A. Any business entity in which the designated employee has a direct or indirect investment worth two thousand dollars (\$2,000) or more;
- B. Any real property in which the designated employee has a direct or indirect interest worth two thousand dollars (\$2,000) or more;

- C. Any source of income, other than gifts or loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating five hundred dollars (\$500) or more in value provided to, received by or promised to the designated employee within twelve (12) months prior to the time when the decision is made;
- D. Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or
- E. Any donor of, or any intermediary or agent for a donor of, a gift or gifts in an aggregate amount of the limit or more as specified in Government Code Section 89503 (as adjusted biennially by State law) provided to, received by, or promised to the designated employee within twelve (12) months prior to the time when the decision is made.
- F. No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.
- G. For purposes of this Section, indirect investment or interest means any investment or interest owned by the spouse or dependent child of a designated employee, by an agent on behalf of a designated employee, or by a business entity or trust in which the employee, the employee's agents, spouse, and dependent children own directly, indirectly, or beneficially a 10-percent interest or greater.
 - 1. Notwithstanding subdivision (c) of Government Code Section 87103, a retail customer of a business entity engaged in retail sales of goods or services to the public generally is not a source of income to a designated employee who owns a 10-percent or greater interest in the entity if the retail customers of the business entity constitute a significant segment of the public generally, and the

amount of income received by the business entity from the customer is not distinguishable from the amount of income received from its other retail customers.

SECTION 10. Manner of Disqualification. When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act must be accompanied by disclosure of the disqualifying interest. In the case of a designated employee who is the head of an agency, this determination and disclosure shall be made in writing to his or her appointing authority; and in the case of other designated employees, this determination and disclosure shall be made in writing to the designated employee's supervisor. This notice shall be forwarded to the Administrative Supervisor, who shall record the employee's disqualification. Upon receipt of such statement, the Administrative Supervisor shall immediately arrange for the matter to be reassigned to another employee.

SECTION 11. Interpretation. In the event of any ambiguity in these rules as to interpretation, construction, or applicability, the Administrative Supervisor shall, by written instrument, clarify such ambiguity. Any designated employee who is unsure of his or her duties under this Code may request assistance from the Fair Political Practices Commission pursuant to Government Code Section 83114, or from the City Attorney, provided that nothing in this section requires the attorney for the City to issue any formal or informal opinion.

SECTION 12. Violation. Violation of any provision of this Code, including: (1) willful failure to file, or timely file, any requisite Disclosure Statement, (2) willful failure to disclose any financial or other interest required to be disclosed in such Disclosure Statement, or (3) filer's willful failure to disqualify himself or herself as required herein, shall be grounds for discipline or removal from office, pursuant to Government Code Section 91003.5. Upon ascertaining any such violation, the Administrative Supervisor shall report the same to the appointing official for appropriate proceedings. Such violation shall not, however, invalidate or otherwise affect any decision or action to which such violations might relate. Designated employees violating any provision of this Code are subject to the administrative, criminal and civil sanctions provided in the Act, Government Code Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this Code or of

Government Code Section 87100 or 87450 has occurred may be set aside as void pursuant to Government Code Section 91003.

SECTION 13. Effective Date. The City of Dinuba Conflict of Interest Code, and any amendments to said Code, shall become effective immediately upon passage and approval by the City Council.

Adopted this ____ day of _____, 2020.

Kuldip Thusu, Mayor of the City of Dinuba

ATTEST:

City Clerk



City Council Staff Report

Department: CITY MANAGER'S OFFICE

September 22, 2020

To: Mayor and City Council
From: Linda Barkley, City Clerk
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.

EXECUTIVE SUMMARY

Maria McElroy's term on the Tulare County Measure R Citizens' Oversight Committee expired June 30, 2020. She has submitted a request for reappointment to the committee.

OUTSTANDING ISSUES

None.

DISCUSSION

On November 7, 2006, the voters of Tulare County approved Measure R imposing a 1/2 cent sales tax for transportation within Tulare County incorporated and unincorporated areas for a period of 30 years. The measure will generate about \$652 million over the 30-year period for the county's transportation needs.

The purpose of the measure is to improve transportation in all member cities of Tulare County Association of Governments (TCAG) plus the county. The funding will help cities and the county to meet scheduled maintenance needs and aid in the rehabilitation of aging transportation systems.

A Citizens' Oversight Committee was formed as a result of the measure. The committee members include a representative from each city in the county, Tulare County, Tulare County EDC, Tulare County Farm Bureau, Tulare County Home Builders Association, Tulare-Kings Hispanic Chamber of Commerce as well as other county departments.

The City Council appointed Maria McElroy to the Tulare County Measure R Citizens' Oversight Committee on February 12, 2019, to fulfill a term previously held by Daniel Meinert. Mr. Meinert passed away prior to the end of the term, June 30, 2020. Ms. McElroy would like to continue serving on the committee and has submitted a request (Attachment "A") for reappointment. Terms are held for two (2) years and appointees may serve a total of eight (8) years. Staff recommends the Council reappoint Ms. McElroy to the Tulare County Measure R Citizens' Oversight Committee to serve another term.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.

ATTACHMENTS:

Attachment "A"

Re-appointment to TCAG Measure R Citizens' Oversight Committee

Maria McElroy <mariamcelroy@dinuba.ca.gov>

Tue 9/15/2020 1:17 AM

To: Linda Barkley <LBarkley@dinuba.ca.gov>;

City Council:

This email is to request re-appointment to the Measure R Citizens' Oversight Committee representing Dinuba.

In the time that I have served on the Committee, I have brought back useful information to Staff, which they have been able to take into consideration while making decisions on behalf of the City. At the same time, I have been building relationships with TCAG staff, which serve to further strengthen the City-TCAG relationship.

If you have any questions, I am happy to answer.

Maria McElroy



City Council Staff Report

Department: ENGINEER/PLANNING

September 22, 2020

To: Mayor and City Council
From: Jason Watts, City Engineer
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.

EXECUTIVE SUMMARY

On February 13, 2018 Council adopted Resolution 2018-05 approving the Program Supplement for the use of Measure R funds for the design and right-of-way acquisition for the Alta and Nebraska Avenue Roundabout Project and Nebraska Avenue Widening east of the Alta Avenue. Staff has reached agreement with several property owners for the purchase of right of way needed for the project. The City Council must approve the purchase and accept the dedication of easements for public streets and utility purposes.

OUTSTANDING ISSUES

None

DISCUSSION

The City of Dinuba has been working on the engineering design for a roundabout at Alta and Nebraska Avenues. The project consists of the construction of a single lane roundabout which includes a reconstructed pavement structural section, curb and gutter, curb ramps, sidewalk, median islands, landscape and irrigation, and other miscellaneous street improvements. The roundabout will improve mobility as well as safety at this key intersection. The conceptual design of the roundabout is enclosed herein as Attachment 'A'.

In order to accommodate the improvements necessary to construct the roundabout, the city needed to obtain additional right of way from twelve (12) affected property owners. Staff retained a right of way consultant to meet with affected property owners to negotiate the purchase of the needed right of way. The consultant has met with all affected property owners and three (3) have agreed to sell the needed right of way for the project. On April 28, 2020 Council adopted Resolution 2020-19 authorizing commencement of one of the remaining properties via eminent domain and the last remaining property is nearing the end of negotiations and should be acquired this month.

The purchase price for the right of way was based on an initial appraisal completed by James G Palmer Appraisals, Inc. Each appraisal was then reviewed by a third-party appraiser (Lawrence D. Hopper) before a final purchase price was determined and accepted by the parties.

The information on these properties is listed below.

Alta/Nebraska Avenue Roundabout Project

Property Owner	APN	Compensation
Otani Properties	013-050-012	\$52,000.00
Jaime Lopez	014-071-002	\$16,145.00
Kim Chung	014-380-023	\$43,255.00

As a future project, Nebraska Avenue to the west of the roundabout will also need to be improved. The city's right of way consultant has met with the two (2) affected property owners and the remaining property owner has agreed to sell.

The information on the property is listed below.

Nebraska Avenue Widening Project

Property Owner	APN	Compensation
Hajjaj and Faten Hasan	013-100-001	\$50,000.00

The City Council must adopt Resolution No. 2020-55 encloses herein as Attachment 'B' approving the Right of Way Purchase Agreements and accepting the Grant Deed of Easements for use as public streets and utility purposes. A copy of each individual Right of Way Agreement and Grant Deed of Easement are enclosed herein as Attachment 'C' through Attachment 'J'.

FISCAL IMPACT

The budget for the Alta and Nebraska Avenue Roundabout Project includes funds for easement acquisition. The acquisition of the easements will be funded with Measure R and CMAQ funds which was approved as part of Resolution No 2018-05.

The property acquisition for the Nebraska Avenue Widening Project will be funded with transportation impact fees.

PUBLIC HEARING

None

ATTACHMENTS:

[A. Landscape and Irrigation Conceptual Plan](#)

[B. Resolution No. 2020-55](#)

[C. Right of Way Agreement - Otani Property](#)

[D. Grant Deed of Easement - Otani Property](#)

[E. Right of Way Agreement - Lopez](#)

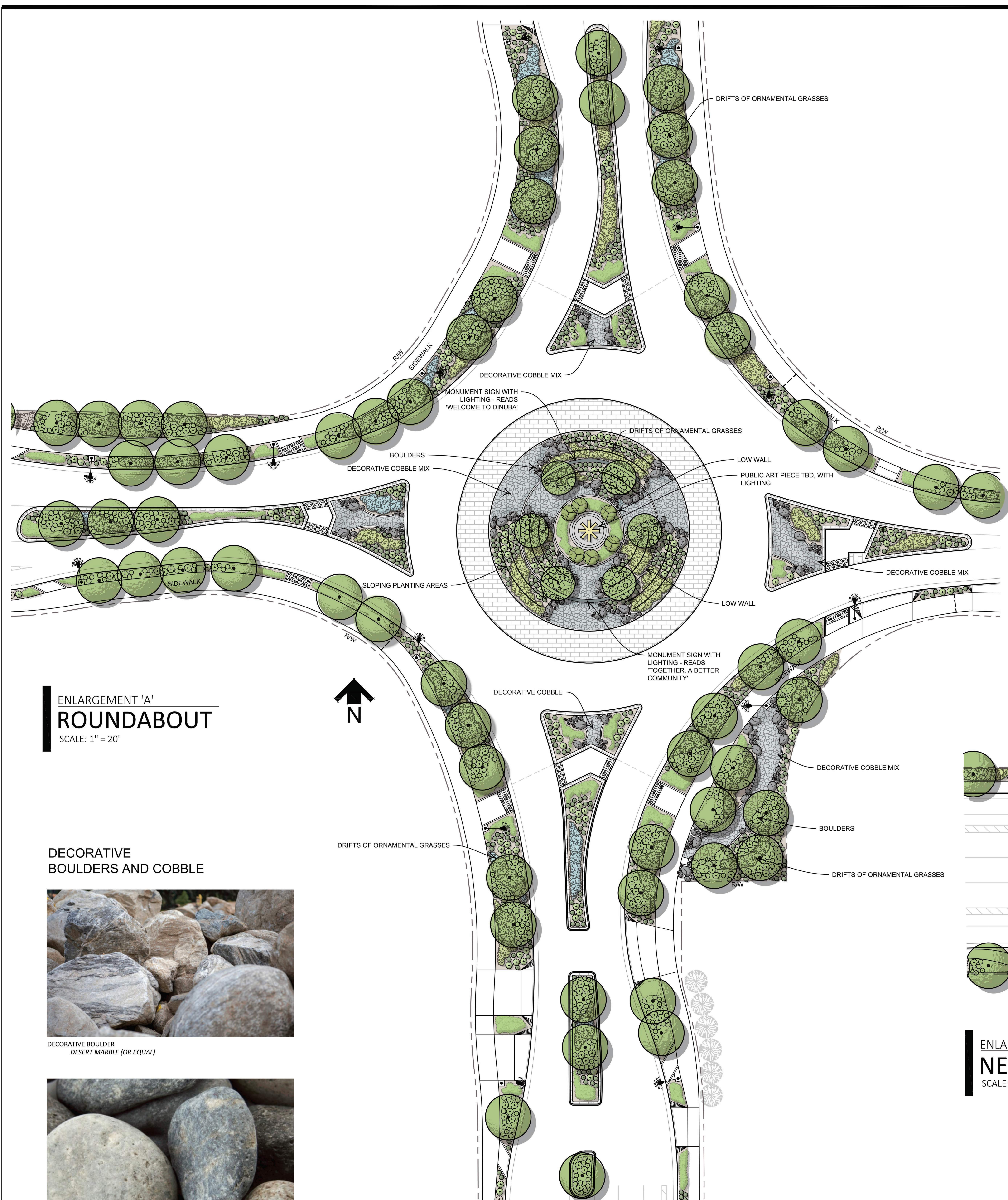
[F. Grant Deed of Easement - Lopez](#)

[G. Right of Way Agreement - Chung](#)

[H. Grant Deed of Easement - Chung](#)

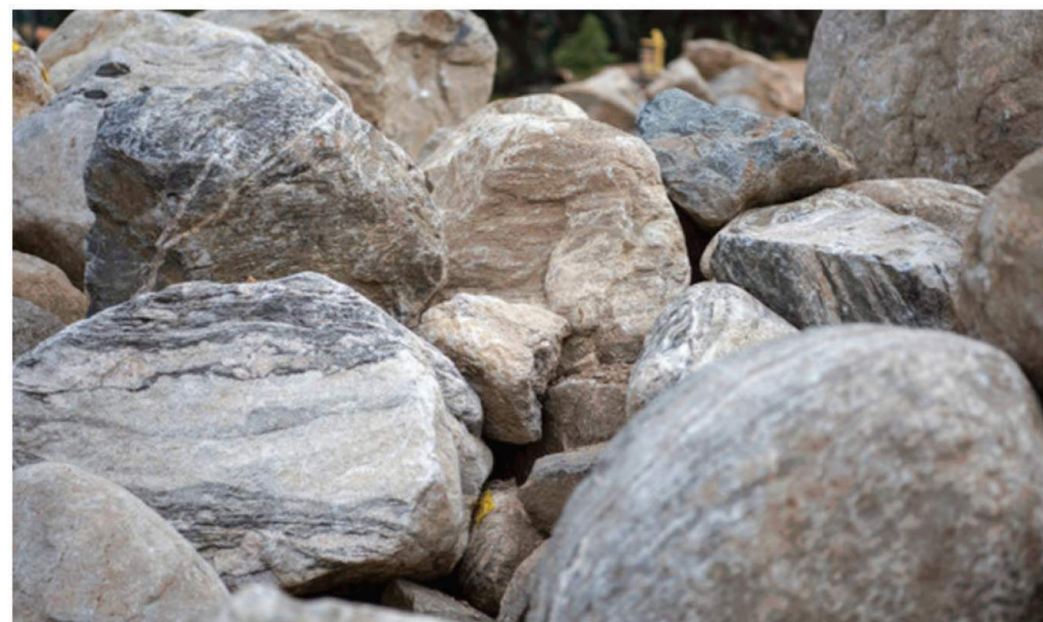
[I. Right of Way Agreement - Hasan](#)

[J. Grant Deed of Easement - Hasan](#)



ENLARGEMENT 'A'
ROUNDAABOUT
 SCALE: 1" = 20'

DECORATIVE
 BOULDERS AND COBBLE



DECORATIVE BOULDER
 DESERT MARBLE (OR EQUAL)

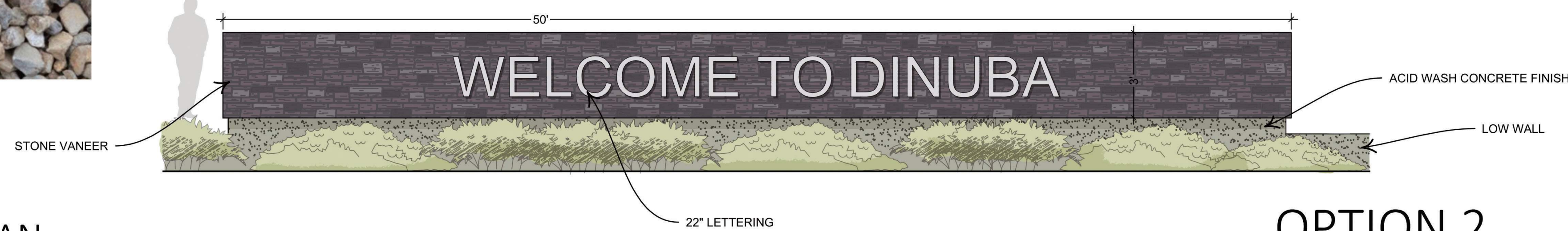


MIX OF 50% 1"-2" AND 50% 4-8" COBBLE
 SANTA FE (OR EQUAL)



3/4" DECORATIVE GRAVEL (BACKFILL FOR COBBLE)
 COPPER CANYON (OR EQUAL)

MONUMENT SIGN ELEVATION



RECOMMENDED TREES SHRUBS AND GROUND COVER

- | | | |
|---|---|--|
| TREES | | |
| 1 FOREST PANSY RED BUD
<i>Cercis canadensis</i> 'Forest Pansy' | 5 LITTLE JOHN BOTTLE BRUSH
<i>Calistemon</i> 'Little John' | 10 PINK MUHLY
<i>Muhlenbergia capillaris</i> |
| 2 Grape Myrtle
<i>Lagerstroemia indica</i> spp. | 6 CONCHA CEANOETHUS
<i>Ceanothus</i> 'Concha' | 11 NEW ZEALAND FLAX
<i>Phormium</i> 'Apricot Queen' |
| 3 Chinese Pistache
<i>Pistacia chinensis</i> | 7 DIANELLA
<i>Dianella</i> 'Little Rev' | 12 AUTUMN SAGE
<i>Salvia greggii</i> |
| SHRUBS | | |
| 4 CORAL ALOE
<i>Aloe striata</i> | 8 RED YUCCA
<i>Nesporaloe parviflora</i> | GROUND COVER |
| | 9 LAVENDER
<i>Lavandula</i> 'Goodwin Creek Grey' | 13 NEW GOLD LANTANA
<i>Lantana</i> 'New Gold' |
| | 14 MYOPORUM
<i>Myoporum parvifolium</i> 'Putah Creek' | |

KEY:

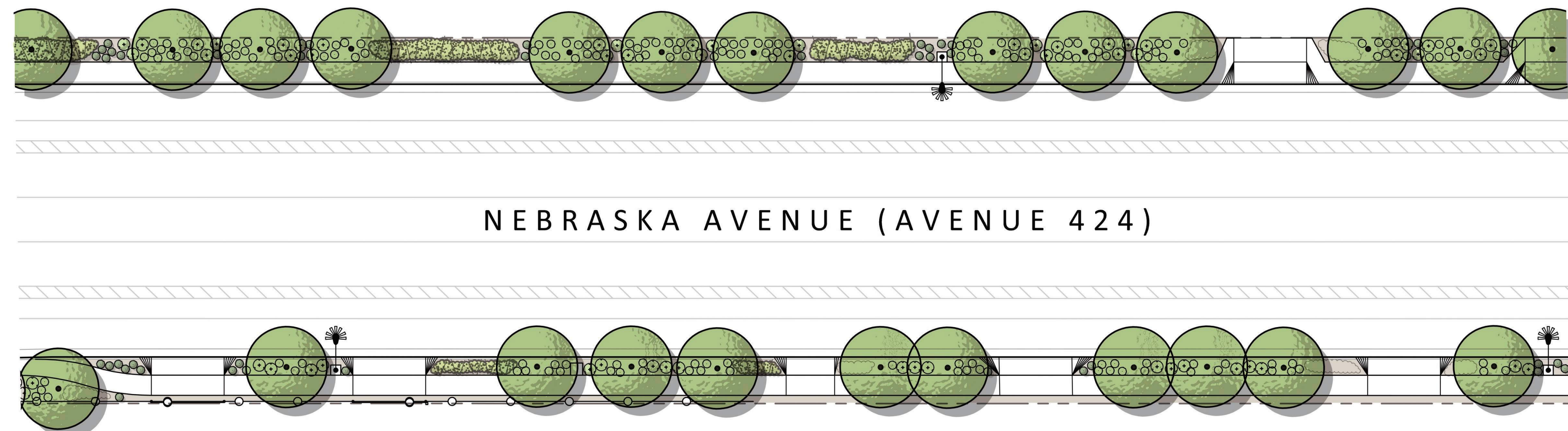
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13	14		



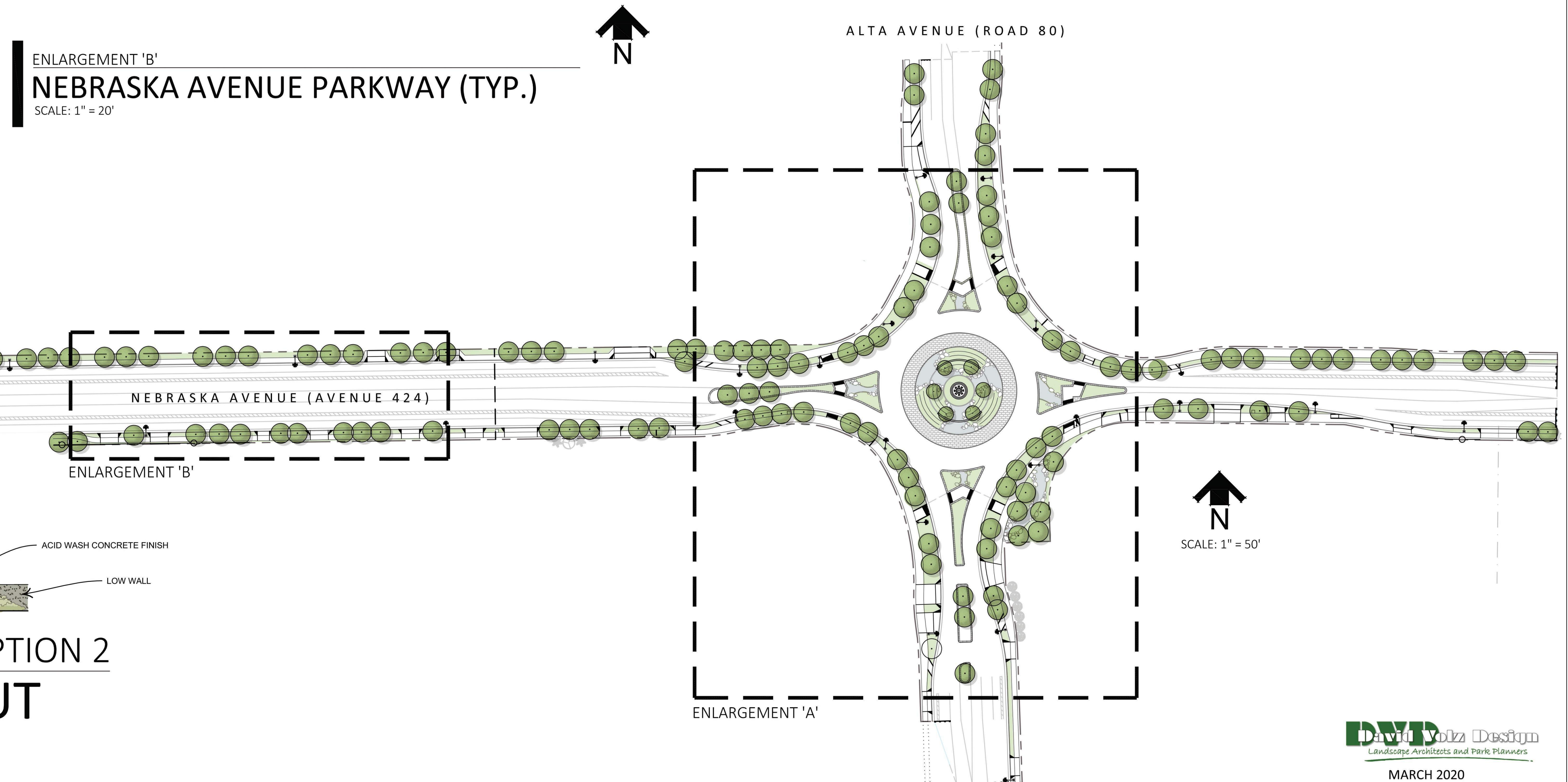
SOUTHBOUND VIEW



NORTHBOUND VIEW



ENLARGEMENT 'B'
NEBRASKA AVENUE PARKWAY (TYP.)
 SCALE: 1" = 20'



LANDSCAPE CONCEPT PLAN

ALTA AVENUE AND NEBRASKA AVENUE ROUNDAABOUT
 CITY OF DINUBA

OPTION 2

RESOLUTION 2020-55

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA APPROVING THE PURCHASE OF EASEMENTS FOR THE ALTA AND NEBRASKA AVENUE ROUNDABOUT AND NEBRASKA AVENUE WIDENING PROJECT AND ACCEPTING THE EASEMENTS FOR PUBLIC STREET AND UTILITY PURPOSES FROM: OTANI PROPERTIES, JAIME LOPEZ, KIM CHUNG, HAJJAJ AND FATEN HASAN.

WHEREAS, the City of Dinuba is proposing a Roundabout at Alta and Nebraska Avenue;
and

WHEREAS, the Alta and Nebraska Avenue Roundabout requires the acquisition of three
easements, as shown on the attached Deeds of Easements; and

WHEREAS, the Nebraska Avenue Widening requires the acquisition of one easement, as
shown on the attached Deed of Easement; and

WHEREAS, the City has allocated Measure R and CMAQ funds to the Alta and Nebraska
Avenue Roundabout Project for Right-of-Way acquisition; and

WHEREAS, the City has allocated Transportation Funds to the Nebraska Avenue
Widening Project for Right-of-Way acquisition; and

WHEREAS, the use of Congested Mitigation Air Quality (CMAQ) funds for construction
required the City to follow federal guidelines and requirements for the acquisition of Right-of-Way;
and

WHEREAS, formal offers have been made to the property owners for the acquisition of
rights of way for both projects and the owners have agreed to the sale value amounts shown
below:

Property Owner	APN	Compensation
Otani Properties	013-050-012	\$52,000.00
Jaime Lopez	014-071-002	\$16,145.00
Kim Chung	014-380-023	\$43,255.00
Hajjaj and Faten Hasan	013-100-001	\$50,000.00

WHEREAS, the City enlisted the services of a qualified appraiser and review appraiser to
establish the fair market value of the required easements in accordance with Federal guidelines;
and

WHEREAS, on the properties affected by the dedication of public street and utility
easements, the owners have consented to sell and grant the property to the City through a Deed
of Easement.

WHEREAS, the City Engineer recommends the approval of the purchase of the four
easements from the property owners listed above, for the sale values listed;

NOW, THEREFORE, BE IT RESOLVED that the City Council of Dinuba hereby takes the following actions:

1. Approves the right of way agreements with Otani Properties, Jaime Lopez, Kim Chung, Hajjaj and Faten Hasan.
2. Authorizes the City Manager 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. The above recitals are true and correct and are adopted as the findings of the City Council.
5. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.
6. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

IN WITNESS THEREOF, I, Kuldip Thusu, Mayor of the City of Dinuba have hereunto set my hand and caused the great seal of the City of Dinuba to be affixed, on this ____ day of _____ two-thousand-twenty.

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:

Linda Barkley, City Clerk

REAL PROPERTY PURCHASE AND SALE AGREEMENT

This Real Property Purchase and Sale Agreement ("Agreement") is entered into by and between the City of Dinuba, a California municipal corporation ("Buyer"), and Otani Properties, a California Limited Partnership, as to an undivided ½ interest, and Phu Yoshino, as successor trustee of the Yoshino Living Trust dated January 10, 1987, as to an undivided ½ interest, ("Seller"), pursuant to the following recitals:

RECITALS:

A. WHEREAS, Seller owns certain real property at 42410 Rd. 80, in the City of Dinuba, County of Tulare, State of California.

B. WHEREAS, Buyer desires to acquire, more particularly described below an area totaling 14,136 square feet of the property for public street and utility easement purposes (the "Project"); and

C. WHEREAS, under threat of condemnation by Buyer, Seller agrees to sell the easement area described in B. above; and

D. WHEREAS, Buyer and Seller have agreed to Buyer's purchase of the interest in real property by means of this Agreement and the recordation of a deed of easement conveying the interest in Real Property to Buyer.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

AGREEMENT:

1. The Property. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and acquire from Seller, subject to the terms and conditions set forth herein, that certain interest in real property consisting of street easement and public utility easement totaling 14,136 square feet, located at 42410 Rd. 80, in the City of Dinuba, California. This is a portion of Tulare County Assessor's Parcel No. 013-050-01-2000 as more particularly described in Exhibit "A" and depicted in Exhibit "B" (the "Property").

2. Purchase Price. The purchase price to be paid by Buyer for the Property shall be Fifty-Two Thousand and 00/100 Dollars (\$52,000.00) (the "Purchase Price"). As herein, Buyer shall pay the Purchase Price by depositing funds into the escrow in time to meet the Title Company's requirements for immediately available funds at close of escrow.

3. Acquisition of Property Under Threat of Eminent Domain. Seller acknowledges that Buyer has the power, subject to legal requirements, to acquire the Property by eminent domain. Seller and Buyer stipulate that the Purchase Price is the fair market value of the Property and is just compensation for the Property, including any and all other losses, whether by way of improvements,

severance damages, cost to cure, goodwill or otherwise. Buyer acknowledges that Seller is selling the Property to Buyer under threat of eminent domain proceedings pursuant to the authority vested in Buyer as a California municipal corporation. Buyer acknowledges that Seller would have required Buyer to institute an eminent domain proceeding if Buyer and Seller had not agreed on the Purchase Price for the Property. Should escrow not close as provided in this Agreement, and Buyer commences an eminent domain proceeding to acquire the Property, Buyer may file this Agreement with the court as a stipulation upon which the court may enter judgment in any eminent domain proceeding for the Property. This stipulation shall survive the close of escrow and any expiration or termination of this Agreement or the escrow.

4. Seller's representations and warranties. Seller represents and warrants that: (a) Seller owns the Property, free and clear of all liens, licenses, claims, encumbrances, easements, encroachments on the Property from adjacent properties, and any rights of way, other than those disclosed by the public record; (b) Seller has no knowledge of any pending litigation involving the Property, (c) Seller has no knowledge of any violations of, or notices concerning defects or noncompliance with, any code, statute, regulation, ordinance, or judicial order concerning the Property; and (d) Seller has no knowledge of any material defects in the Property, including, but not limited to, the presence of any hazardous materials in the soil and/or water on, under, or around the Property. These warranties shall survive the close of escrow and the recording of the easement deed.

5. Buyer's representations and warranties. Buyer represents and warrants that it has the authority to enter into this Agreement, and upon execution of this Agreement, and subject to the conditions precedent set forth herein, Buyer will have full authority to carry out the provisions of this Agreement. These warranties shall survive the close of escrow and the recording of the easement deed.

6. Escrow. Following execution of this Agreement, the parties shall open an escrow with Placer Title Company at 7643 North Ingram Avenue, Suite 101, Fresno, CA 93711 ("Title Company"), Attn: Darryl Evans. This Agreement, when signed by both parties and deposited with the Title Company, will be the joint escrow instructions. Buyer and Seller must sign any other form instructions required by Title Company that are not inconsistent with the terms of this Agreement.

6.1 Deposits into escrow. Buyer and Seller will deposit all documents, money, and other items with the Title Company that is: (a) identified in this Agreement or, (b) required by the Title Company to effect the close of escrow as provided herein.

6.2 Title. Seller must convey title to the Property to Buyer free and clear of all title defects, liens, encumbrances, conditions, covenants, restrictions, and other adverse interests of record or known to Seller, subject only to title conditions numbered 1, 2, 3, 4 and 5 of the Condition of Title Guarantee No. CTG-8001983, issued by Old Republic National Title Insurance Company on April 18, 2019. A copy of pages 1 through 3 of the Title Guarantee is attached hereto as Exhibit "C" and incorporated herein by this reference.

6.3 Title and closing costs. Seller must pay any costs of clearing and conveying title in

the condition described in Section 6.2 above, including but not limited to any charges associated with the partial or full reconveyance of any deed(s) of trust, and any delinquent and/or unpaid taxes, assessments, or liens. Buyer shall pay the costs of any owner's title policy in an amount specified by Buyer, insuring Buyer's title in the condition described in Section 6.2, and all escrow fees, and costs to record the easement deed. Buyer and Seller will pay any other costs according to the custom in Tulare County.

- 6.4 Close of escrow. The escrow shall be in condition to close when all conditions to close are satisfied or waived, the Title Company is prepared to issue the title policy described herein, and the Title Company is otherwise able to record the easement deed conveying title to the Property from Seller to Buyer. The escrow will be considered closed on the date the easement deed is recorded ("close of escrow").
- 6.5 Prorations. The Title Company shall not prorate current real property taxes and special assessments, if any, between Seller and Buyer based on a 30-day month as of the close of escrow.
- 6.6 Disbursements. At close of escrow, Title Company shall disburse the Purchase Price to Seller, less Seller's costs to clear title, prorations, and other costs, if any, and when Title Company is prepared to issue an owner's title policy to Buyer insuring Buyer's interest in the condition set forth in Section 6.2 above, for the amount designated by Buyer.
- 6.6.1 Disbursement of Funds shall be as follows out of escrow via three separate checks issued as follows and mailed to the care of Otani Properties, P.O. Box 790, Reedley, Calif. 93654:
- | | | |
|----|---|-------------|
| a. | Yoshino Living Trust | \$20,435.00 |
| b. | Otani Properties | 20,435.00 |
| c. | O & I Farms, LLC (Lessee-Fed I.D. 46-0592157) | 11,130.00 |
- 6.7 Risk of loss. Risk of loss or damage to the Property, or any improvements thereon, shall pass from Seller to Buyer upon close of escrow.
- 6.8 Removal of Improvements. Seller may remove any and all landscaping, trees, bushes, and fencing from the right of way area with no deduction in the compensation provided by the above Paragraph 2.

7. Conditions precedent. Close of escrow and Buyer's obligation to purchase the Property are subject to the satisfaction of the conditions precedent stated herein, including Buyer's and Seller's performance of all their respective obligations under this Agreement, and that all of the representations and warranties of the parties remain true as the close of escrow. The conditions are solely for Buyer's benefit unless otherwise indicated. Each condition must be satisfied or Buyer must waive it in writing prior to close of escrow. If any condition is not timely satisfied, Buyer may

waive the condition and close escrow, or it may terminate this Agreement by giving the Seller and Title Company 5 days' written notice. After expiration of the 5 days, this Agreement, and the escrow shall terminate. Upon termination, the Title Company shall return any documents and money deposited into escrow to the respective depositor, after deducting any escrow cancellation easement, and Buyer will have no further obligation to Seller.

8. Buyer's right to enter Property. Upon execution of this Agreement, Seller grants to Buyer, its agents, employees, permittees, contractors, or assigns, an immediate right to, at reasonable times, enter upon, over, across, and under the Property and enter upon, over and across Seller's real property adjacent to the Property for purposes of constructing the street project and accomplishing all necessary incidents thereto, including but not limited to, investigations, tests, and the removal, disposal, repair, and/or replacement of existing improvements on the Property. Such right of entry shall be irrevocable until completion of the Project. The Purchase Price herein includes full payment for such immediate possession and use of the Property, including damages, if any. Buyer shall cure or indemnify Seller for any damage to Seller's adjacent real property or substantial interference with the possession or use of the adjacent real property caused by Buyer, its agents, employees, permittees, contractors, or assigns during construction of the Project.

9. Miscellaneous Provisions.

9.1 Further Assurances. Each party will sign and deliver further documents, or take any further actions required to complete the purchase and sale described herein.

9.2 Notices. All notices and other communications required or permitted under this Agreement shall be in writing and duly given on the date of service, if served personally on the person to receive the notice, or delivered by depositing the notice or communication in the U. S. mail, postage prepaid, and addressed to the relevant party at the address set forth below.

To Seller: Dick Otani
P.O. Box 790
Reedley, CA 93654

Telephone: 559-638-4987

To Buyer: _____
Name: _____
City of Dinuba
405 E. El Monte Way
Dinuba, CA 93618

9.3 Entire Agreement. This Agreement is the entire agreement between Seller and Buyer regarding the purchase and sale of the Property, and supersedes all prior discussions, negotiations, commitments or understandings, written or oral. Each Exhibit referred to in this Agreement is by that reference incorporated into and made a part of this Agreement.

9.4 Amendment or Termination. This Agreement may only be amended or terminated by mutual written consent of the Seller and Buyer, unless otherwise expressly provided herein.

- 9.5 Successors and Assigns. This Agreement is binding upon and shall inure to the benefit of each party, and each party's heirs, successors, assigns, transferees, agents, employees or representatives. The Buyer may assign this agreement and its rights hereunder.
- 9.6 Time of the Essence. Time is of the essence of each term in this Agreement.
- 9.7 Governing Law. This Agreement and the legal relations between the parties shall be governed by and construed according to California law.
- 9.8 Authority. Each person executing this Agreement on behalf of any party does hereby personally represent and warrant that he or she has the authority to execute this Agreement on behalf of and fully bind such party.
- 9.9 Waiver. Any party's waiver of a breach of any provision herein will not be a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.
- 9.10 Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any provision in this Agreement will not affect the other provisions.
- 9.11 Interpretation. This Agreement is the result of the combined efforts of the parties. If any provision of this Agreement is found ambiguous, the ambiguity will not be resolved by construing this Agreement in favor or against any party, but by construing the terms according to their generally accepted meaning.
- 9.12 Effective Date. The effective date of this Agreement is the last date set forth opposite the signatures of the parties at the end of this Agreement.
10. Repair of Irrigation System and Turn Row Clearances. It is understood that compensation to Seller includes an amount to pay for the repair of the drip and main irrigation system and the removal of 24 citrus trees to clear a turn row.
11. Install Public Water and Sewer Facilities Stubbed to New Property Line. At no cost to Seller, the Buyer will install a 6-inch water and fire line. A larger sewer line will be constructed up to the new property line to serve Seller's property.

IN WITNESS WHEREOF the Seller and Buyer have signed this Agreement on the dates set forth below.

BUYER:
City of Dinuba

By _____

Dated: _____, 2020

SELLER:
Otani Properties, a California Limited Partnership

By: _____
Its: General Partner

Yoshino Living Trust dated January 10, 1987

By: Shirley Yoshino
Its: Trustee

Dated: March 5, 2020

EXHIBIT "A"

Page 1

Public Street & Utility Easement
APN 013-050-012 (PORTION)

All that portion of Lot 5 of the Map of Bella Vista Colony, according to the map thereof recorded in Book 2 of Maps at Page 93, Tulare County Records, being a portion of the Southwest quarter of Section 5, Township 16 South, Range 24 East, Mount Diablo Base and Meridian, according to the Official United States Government Township Plat thereof, in the City of Dinuba, County of Tulare, State of California, described as follows:

COMMENCING at the Southwest corner of said Section 5; thence North $0^{\circ}41'18''$ East, 388.54 feet along the West line of the Southwest quarter of said Section 5; thence South $89^{\circ}18'42''$ East, 40.00 feet at right angles to a point on the East line of the land conveyed for public street purposes per Grant Deed recorded February 13, 1952 in Volume 1651 at Page 456, Official Records Tulare County, said point being the **TRUE POINT of BEGINNING** of this description; thence continuing South $89^{\circ}18'42''$ East, 9.50 feet to a point on a line 49.50 feet East of and parallel to said West line of said Southwest quarter; thence South $0^{\circ}41'18''$ West, 70.44 feet along said parallel line to the beginning of a tangent curve concave to the Northwest having a radius of 151.00 feet; thence Southwesterly, 30.66 feet along said tangent curve through a central angle of $11^{\circ}37'56''$ to the beginning of a reverse curve concave to the East having a radius of 35.50 feet and to which beginning of said reverse curve a radial line bears North $77^{\circ}40'45''$ West; thence Southerly, 7.10 feet along said reverse curve through a central angle of $11^{\circ}27'11''$ to the beginning of a compound curve concave to the East having a radius of 947.50 feet and to which beginning of said compound curve a radial line bears North $89^{\circ}07'56''$ West; thence Southerly, 126.84 feet along said compound curve through a central angle of $7^{\circ}40'13''$ to the beginning of a compound curve concave to the East having a radius of 235.50 feet and to which beginning of said compound curve a radial line bears South $83^{\circ}11'51''$ West; thence Southerly, 17.07 feet along said compound curve through a central angle of $4^{\circ}09'10''$ to the beginning of a compound curve concave to the Northeast having a radius of 135.50 feet and to which beginning of said compound curve a radial line bears South $79^{\circ}01'41''$ West; thence Southeasterly and Easterly, 217.16 feet along said compound curve through a central angle of $91^{\circ}49'31''$ to the beginning of a reverse curve concave to the South having a radius of 214.50 feet and to which beginning of said reverse curve a radial line bears North $12^{\circ}46'49''$ West; thence Northeasterly, 56.88 feet along said reverse curve through a central angle of $15^{\circ}11'38''$ to a point of tangency with a line 47.00 feet North of and parallel with the South line of the Southwest quarter of said Section 5; thence South $87^{\circ}35'12''$ East, 149.76 feet along said parallel line to the beginning of a tangent curve concave to the South having a radius of 201.00 feet; thence Easterly, 11.38 feet along said tangent curve through a central angle of $3^{\circ}14'40''$; thence South $84^{\circ}20'32''$ East, 41.68 feet along a line tangent to last said curve to the beginning of a tangent curve concave to the North having a radius of 199.00 feet; thence Easterly, 11.27 feet along said tangent curve through a central angle of $3^{\circ}14'40''$ to a point of tangency with a line 44.00 feet North of and parallel with said South line; thence

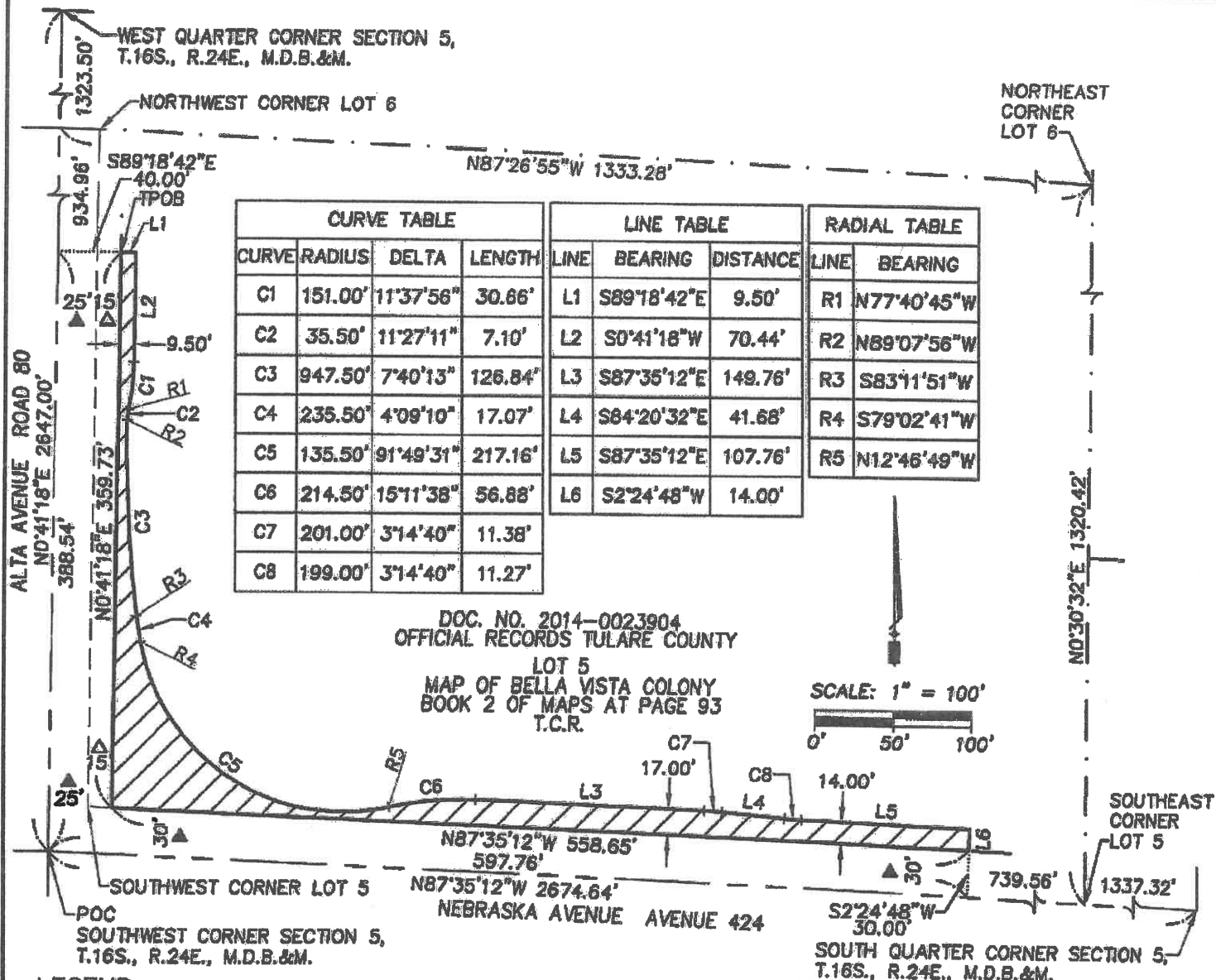
EXHIBIT "A"

Page 2

South 87°35'12" East, 107.76 feet along said parallel line; thence
South 2°24'48" West, 14.00 feet at right angles to a point on a line 30.00 feet North of and
parallel with said South line, said point also being a point on the North line of the land dedicated
for public street purposes per said Map of Bella Vista Colony; thence
North 87°35'12" West, 558.65 feet along said parallel line to a point of intersection of said
parallel line with the said East line per Grant Deed recorded in Volume 1651 at Page 456, said
East line being a point on a line 40.00 feet East of and parallel with the West line of the
Southwest quarter of said Section 5; thence
North 0°41'18" East, 359.73 feet along said East line and said parallel line to the **TRUE POINT
of BEGINNING.**

Containing an area of 14,136 square feet, more or less.





CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	151.00'	11°37'56"	30.86'
C2	35.50'	11°27'11"	7.10'
C3	947.50'	7°40'13"	126.84'
C4	235.50'	4°09'10"	17.07'
C5	135.50'	91°49'31"	217.16'
C6	214.50'	15°11'38"	56.88'
C7	201.00'	3°14'40"	11.38'
C8	199.00'	3°14'40"	11.27'

LINE TABLE		
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L1	S89°18'42"E	9.50'
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L4	S84°20'32"E	41.68'
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RADIAL TABLE	
LINE	BEARING
R1	N77°40'45"W
R2	N89°07'56"W
R3	S83°11'51"W
R4	S79°02'41"W
R5	N12°46'49"W

DOC. NO. 2014-0023904
 OFFICIAL RECORDS TULARE COUNTY
 LOT 5
 MAP OF BELLA VISTA COLONY
 BOOK 2 OF MAPS AT PAGE 93
 T.C.R.

SCALE: 1" = 100'
 0' 50' 100'

LEGEND



T.C.R.
 POC
 TPOB

AREA TO BE GRANTED FOR PUBLIC STREET
 AND UTILITY EASEMENT PURPOSES.
 AREA = 14,136 SQUARE FEET, MORE OR LESS

TULARE COUNTY RECORDS
 POINT OF COMMENCEMENT
 TRUE POINT OF BEGINNING



EASEMENT DEDICATED FOR PUBLIC STREET PURPOSES
 PER MAP OF BELLA VISTA COLONY RECORDED IN VOLUME
 2 OF RECORDED MAPS AT PAGE 93, T.C.R.



EASEMENT DEDICATED FOR PUBLIC STREET PURPOSES PER
 DEED DATED DECEMBER 22, 1952 AND RECORDED
 FEBRUARY 13, 1952, IN VOLUME 1651 AT PAGE 456,
 OFFICIAL RECORDS TULARE COUNTY.

NOTE

ALL BEARINGS, DISTANCES AND AREAS PER
 OR CALCULATED FROM DATA PER THE
 BOUNDARY CONTROL DIAGRAM ON FILE
 WITH THE CITY OF DINUBA ENGINEER.



Ref. & Rev.

CITY OF DINUBA



**Yamabe & Horn
 Engineering, Inc.**

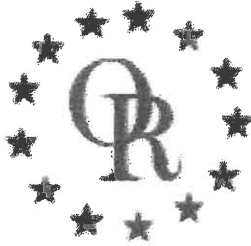
CIVIL ENGINEERS • LAND SURVEYORS

2885 N. BURL AVENUE SUITE 101 FRESNO, CA 93727
 TEL (559) 244-3123 WEBSITE YANDHENG.COM

EXHIBIT "B"
 APN 013-050-012 (PORTION)
 PUBLIC STREET &
 UTILITY EASEMENT

Dr. By: RBW
 Ch. By: WVT
 Date: 4/15/2019
 YH Job No. 17-395
 Sheet No. 1
 of 1 Sheets

EXHIBIT C



Guarantee No.:	CTG-8001983
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**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
GUARANTEE**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, A FLORIDA CORPORATION, HEREIN CALLED THE COMPANY,

GUARANTEES

the Assured named in Schedule A of this Guarantee,

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the assurances set forth in Schedule A.

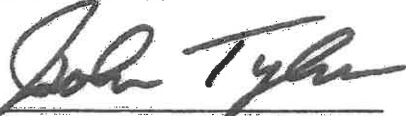
SCHEDULE A

**IS ATTACHED HERETO AS A SEPARATE PAGE AND MADE A
PART OF THIS GUARANTEE**

IN WITNESS WHEREOF, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY has caused this Guarantee to be signed and sealed as of the Date of Guarantee shown in Schedule A.

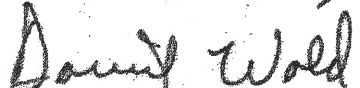
Issued By:

Placer Title Company
9085 Foothills Blvd.
Roseville, CA 95747
Agent ID: A04360



Authorized Countersignature

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  President
Attest  Secretary

Condition of Title Guarantee SCHEDULE A

Order No.: P-325483
Guarantee No.: CTG-8001983
Date of Guarantee: April 18, 2019 at 7:30AM
Amount of Liability: \$0.00
Premium: \$0.00

1. Name of Assured:

Yamabe & Horn Engineering, Inc.

2. The estate or interest in the Land which is covered by this Guarantee is:

Fee Simple

3. The Land referred to in this Guarantee is described as follows:

See Exhibit "A" for Legal Description

4. Assurances

According to the Public Records as of the Date of Guarantee:

a. Title to the estate or interest in the Land is vested in:

Otani Properties, a California Limited Partnership , as to an undivided 1/2 interest and Phu Yoshino, as successor trustee of the Yoshino Living Trust dated January 10, 1987, as to an undivided 1/2 interest

b. Title to the estate or interest is subject to defects, liens, or encumbrances shown in Schedule B which are not necessarily shown in the order of their priority

Condition of Title Guarantee SCHEDULE B

1. Taxes, special and general, assessment districts and service areas for the fiscal year 2019-2020, a lien, not yet due or payable.
2. Taxes, special and general, assessment districts and service areas for the Fiscal Year 2018-2019:

1st Installment:	\$4,879.79	Paid
2nd Installment:	\$4,879.79	Paid
Parcel Number:	013-050-012-000	
Code Area:	001-049	
Land Value:	\$497,823.00	
Imp. Value:	\$353,786.00	
Total Value:	\$853,895.00	
Exemption Amount:	\$0.00	

Note: First Installment is due November 1 and delinquent December 10. Second Installment is due February 1 and delinquent April 10.

3. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5, (commencing with Section 75) of the Revenue and Taxation Code, of the State of California.
4. Rights of the public and of the County of Tulare, as to that portion of the herein described property lying within Nebraska Avenue, AKA Avenue 424, a public road.
5. An easement over said land for pasture and water and incidental purposes, as reserved by Jacob Levi, in deed recorded July 2, 1903, (book) 115 of Deeds (page) 78.

Affects: The exact location and extent of said easement is not disclosed of record.

No representation is made as to the current ownership of said easement.

[Document Link](#)

EXEMPT FROM TRANSFER TAX BY
SECTION 11922 OF THE REVENUE
& TAX CODE OF CALIFORNIA

WHEN RECORDED RETURN TO
AND RECORDING REQUESTED BY:

City of Dinuba-City Clerk
405 E. El Monte Way
Dinuba, CA 93618

APN: Placer Title
013-050-01-2000 (Portion)
Address: 42410 Rd. 80
Dinuba, CA 93618

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Otani Properties, a California Limited Partnership as to an undivided ½ interest, and Phu Yoshino, as successor trustee of the Yoshino Living Trust dated January 10, 1987, as to an undivided ½ interest, GRANT to the City of Dinuba, a California municipal corporation, an easement for public street and public utility purposes, over, under, across, and through the following described real property in the City of Dinuba, County of Tulare, State of California:

See EXHIBITS "A" & "B", which are attached hereto and made a part thereof.

DATED: March 5, 2020

GRANTORS:

Otani Properties, a California Limited
Partnership

By: 

Yoshino Living Trust dated January 10, 1987

By:  Trustee

Send Tax Statements to the City of Dinuba 405 E. El Monte Way, Dinuba, CA 93618

ACKNOWLEDGMENT

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 March 10, 2020 before me, Daryl L. Balch, Notary Public,
(insert name and title of the officer)

personally appeared Hideki Otani,
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  (Seal)



ACKNOWLEDGMENT

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 MAR. 05, 2020 before me, JULIE ORTIZ, Notary Public
(insert name and title of the officer)

personally appeared PHU THI YOSHINO,
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
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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] Julie Ortiz

(Seal)



EXHIBIT "A"

Page 1

Public Street & Utility Easement
APN 013-050-012 (PORTION)

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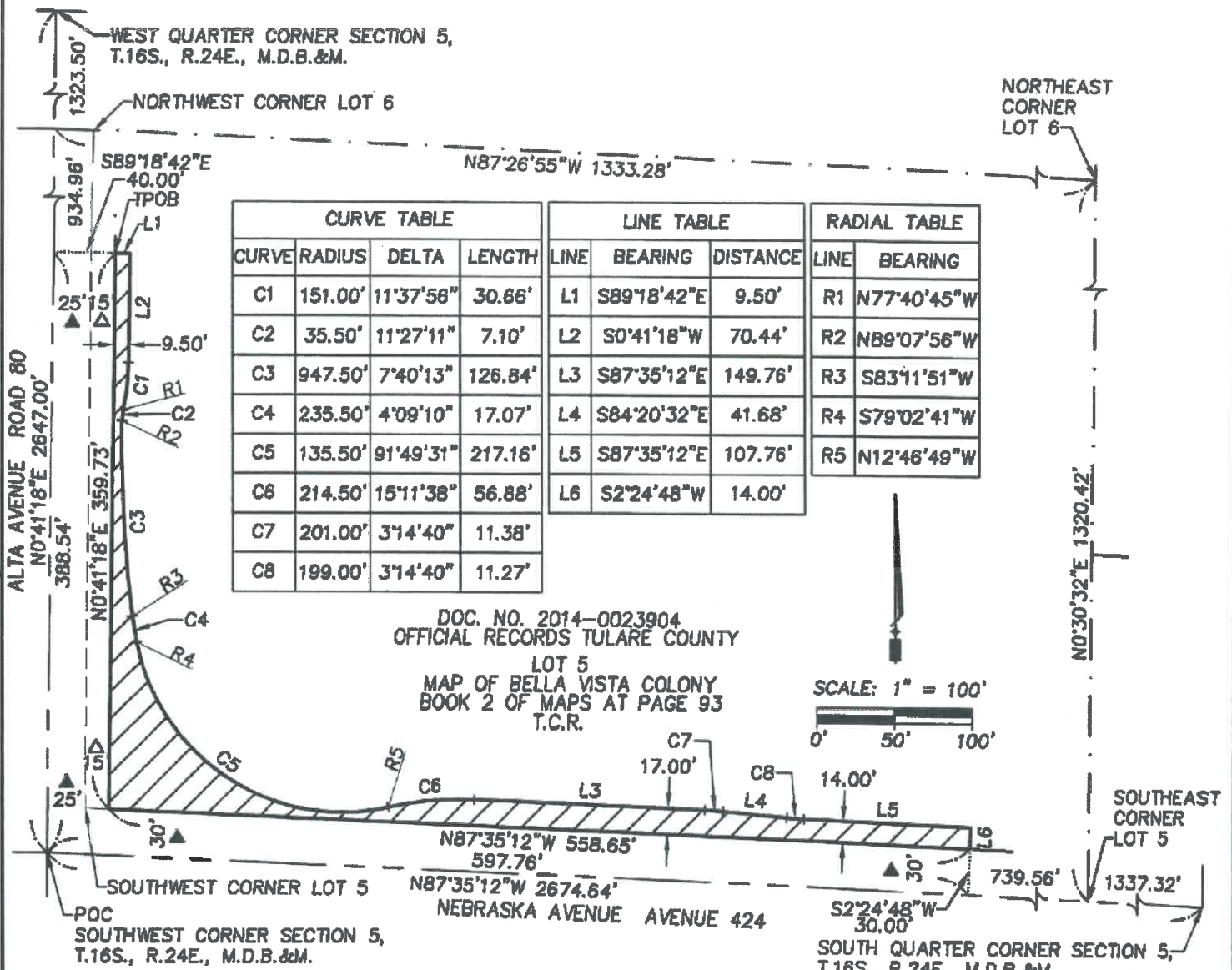
EXHIBIT "A"

Page 2

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 MAP OF BELLA VISTA COLONY
 BOOK 2 OF MAPS AT PAGE 93
 T.C.R.

SCALE: 1" = 100'
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LEGEND



T.C.R.
 POC
 TPOB



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EASEMENT DEDICATED FOR PUBLIC STREET PURPOSES
 PER MAP OF BELLA VISTA COLONY RECORDED IN VOLUME
 2 OF RECORDED MAPS AT PAGE 93, T.C.R.

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**Yamabe & Horn
 Engineering, Inc.**

CIVIL ENGINEERS • LAND SURVEYORS

2985 N. BURL AVENUE SUITE 101 FRESNO, CA 93727
 TEL (559) 244-3123 WEBSITE YANDHENGRCOM

Ref. & Rev.

CITY OF DINUBA

EXHIBIT "B"
 APN 013-050-012 (PORTION)
 PUBLIC STREET &
 UTILITY EASEMENT

Dr. By: RBW
 Ch. By: WVT
 Date: 4/15/2019
 YH Job No. 17-395
 Sheet No. 1
 of 1 Sheets

REAL PROPERTY PURCHASE AND SALE AGREEMENT

This Real Property Purchase and Sale Agreement ("Agreement") is entered into by and between the City of Dinuba, a California municipal corporation ("Buyer"), and Jaime Lopez, ("Seller"), pursuant to the following recitals:

RECITALS:

A. WHEREAS, Seller owns certain real property at 1644 N. Alta Avenue, in the City of Dinuba, County of Tulare, State of California.

B. WHEREAS, Buyer desires to acquire, more particularly described below an area totaling 521 square feet of the property for public street and utility easement purposes (the "Project"); and

C. WHEREAS, under threat of condemnation by Buyer, Seller agrees to sell the easement area described in B. above; and

D. WHEREAS, Buyer and Seller have agreed to Buyer's purchase of the interest in real property by means of this Agreement and the recordation of a deed of easement conveying the interest in Real Property to Buyer.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

AGREEMENT:

1. The Property. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and acquire from Seller, subject to the terms and conditions set forth herein, that certain interest in real property consisting of street easement and public utility easement totaling 521 square feet, located at 1644 N. Alta Avenue, in the City of Dinuba, California. This is a portion of Tulare County Assessor's Parcel No. 014-071-00-2000 as more particularly described in Exhibit "A" and depicted in Exhibit "B" attached hereto (the "Property").

2. Purchase Price. The purchase price to be paid by Buyer for the Property shall be Sixteen Thousand One Hundred Forty-five and 00/100 Dollars (\$16,145.00) (the "Purchase Price"). As herein, Buyer shall pay the Purchase Price by depositing funds into the escrow in time to meet the Title Company's requirements for immediately available funds at close of escrow.

3. Acquisition of Property Under Threat of Eminent Domain. Seller acknowledges that Buyer has the power, subject to legal requirements, to acquire the Property by eminent domain. Seller and Buyer stipulate that the Purchase Price is the fair market value of the Property and is just compensation for the Property, including any and all other losses, whether by way of improvements, severance damages, cost to cure, goodwill or otherwise. Buyer acknowledges that Seller is selling the Property to Buyer under threat of eminent domain proceedings pursuant to the authority vested

in Buyer as a California municipal corporation. Buyer acknowledges that Seller would have required Buyer to institute an eminent domain proceeding if Buyer and Seller had not agreed on the Purchase Price for the Property. Should escrow not close as provided in this Agreement, and Buyer commences an eminent domain proceeding to acquire the Property, Buyer may file this Agreement with the court as a stipulation upon which the court may enter judgment in any eminent domain proceeding for the Property. This stipulation shall survive the close of escrow and any expiration or termination of this Agreement or the escrow.

4. Seller's representations and warranties. Seller represents and warrants that: (a) Seller owns the Property, free and clear of all liens, licenses, claims, encumbrances, easements, encroachments on the Property from adjacent properties, and any rights of way, other than those disclosed by the public record; (b) Seller has no knowledge of any pending litigation involving the Property, (c) Seller has no knowledge of any violations of, or notices concerning defects or noncompliance with, any code, statute, regulation, ordinance, or judicial order concerning the Property; and (d) Seller has no knowledge of any material defects in the Property, including, but not limited to, the presence of any hazardous materials in the soil and/or water on, under, or around the Property. These warranties shall survive the close of escrow and the recording of the easement deed.

5. Buyer's representations and warranties. Buyer represents and warrants that it has the authority to enter into this Agreement, and upon execution of this Agreement, and subject to the conditions precedent set forth herein, Buyer will have full authority to carry out the provisions of this Agreement. These warranties shall survive the close of escrow and the recording of the easement deed.

6. Escrow. Following execution of this Agreement, the parties shall open an escrow with Chicago Title Company at 1396 Draper Street, Kingsburg, CA 93631 ("Title Company"), Attn: Nora Marroquinn. This Agreement, when signed by both parties and deposited with the Title Company, will be the joint escrow instructions. Buyer and Seller must sign any other form instructions required by Title Company that are not inconsistent with the terms of this Agreement.

6.1 Deposits into escrow. Buyer and Seller will deposit all documents, money, and other items with the Title Company that is: (a) identified in this Agreement or, (b) required by the Title Company to effect the close of escrow as provided herein.

6.2 Title. Seller must convey title to the Property to Buyer free and clear of all title defects, liens, encumbrances, conditions, covenants, restrictions, and other adverse interests of record or known to Seller, subject only to title conditions numbered 1, 2, 3, 4, 5, 6, and 9 of the Preliminary Report No. FWVI-TO20000945RRL, issued by Chicago Title Company on May 8, 2020. A copy of pages 2 through 8 of the Preliminary Report is attached hereto as Exhibit "C" and incorporated herein by this reference.

6.3 Title and closing costs. Seller must pay any costs of clearing and conveying title in the condition described in Section 6.2 above, including but not limited to any charges associated with the partial or full reconveyance of any deed(s) of trust, and any

delinquent and/or unpaid taxes, assessments, or liens. Buyer shall pay the costs of any owner's title policy in an amount specified by Buyer, insuring Buyer's title in the condition described in Section 6.2, and all escrow fees, and costs to record the easement deed. Buyer and Seller will pay any other costs according to the custom in Tulare County.

- 6.4 Close of escrow. The escrow shall be in condition to close when all conditions to close are satisfied or waived, the Title Company is prepared to issue the title policy described herein, and the Title Company is otherwise able to record the easement deed conveying title to the Property from Seller to Buyer. The escrow will be considered closed on the date the easement deed is recorded ("close of escrow").
- 6.5 Prorations. The Title Company shall not prorate current real property taxes and special assessments, if any, between Seller and Buyer based on a 30-day month as of the close of escrow.
- 6.6 Disbursements. At close of escrow, Title Company shall disburse the Purchase Price to Seller, less Seller's costs to clear title, prorations, and other costs, if any, and when Title Company is prepared to issue an owner's title policy to Buyer insuring Buyer's interest in the condition set forth in Section 6.2 above, for the amount designated by Buyer.
- 6.7 Risk of loss. Risk of loss or damage to the Property, or any improvements thereon, shall pass from Seller to Buyer upon close of escrow.
- 6.8 Removal of Improvements. Seller may remove any and all landscaping, trees, bushes, and fencing from the right of way area with no deduction in the compensation provided by the above Paragraph 2.

7. Conditions precedent. Close of escrow and Buyer's obligation to purchase the Property are subject to the satisfaction of the conditions precedent stated herein, including Buyer's and Seller's performance of all their respective obligations under this Agreement, and that all of the representations and warranties of the parties remain true as the close of escrow. The conditions are solely for Buyer's benefit unless otherwise indicated. Each condition must be satisfied or Buyer must waive it in writing prior to close of escrow. If any condition is not timely satisfied, Buyer may waive the condition and close escrow, or it may terminate this Agreement by giving the Seller and Title Company 5 days' written notice. After expiration of the 5 days, this Agreement, and the escrow shall terminate. Upon termination, the Title Company shall return any documents and money deposited into escrow to the respective depositor, after deducting any escrow cancellation easement, and Buyer will have no further obligation to Seller.

8. Buyer's right to enter Property. Upon execution of this Agreement, Seller grants to Buyer, its agents, employees, permittees, contractors, or assigns, an immediate right to, at reasonable times, enter upon, over, across, and under the Property and enter upon, over and across Seller's real property adjacent to the Property for purposes of constructing the street project and

accomplishing all necessary incidents thereto, including but not limited to, investigations, tests, and the removal, disposal, repair, and/or replacement of existing improvements on the Property. Such right of entry shall be irrevocable until completion of the Project. The Purchase Price herein includes full payment for such immediate possession and use of the Property, including damages, if any. Buyer shall cure or indemnify Seller for any damage to Seller's adjacent real property or substantial interference with the possession or use of the adjacent real property caused by Buyer, its agents, employees, permittees, contractors, or assigns during construction of the Project.

9. Miscellaneous Provisions.

9.1 Further Assurances. Each party will sign and deliver further documents, or take any further actions required to complete the purchase and sale described herein.

9.2 Notices. All notices and other communications required or permitted under this Agreement shall be in writing and duly given on the date of service, if served personally on the person to receive the notice, or delivered by depositing the notice or communication in the U. S. mail, postage prepaid, and addressed to the relevant party at the address set forth below.

To Seller: Jaime Lopez
1644 N. Alta Avenue
Dinuba, CA 93618

Telephone: 559-731-6246

To Buyer: _____
Name: _____
City of Dinuba
405 E. El Monte Way
Dinuba, CA 93618

9.3 Entire Agreement. This Agreement is the entire agreement between Seller and Buyer regarding the purchase and sale of the Property, and supersedes all prior discussions, negotiations, commitments or understandings, written or oral. Each Exhibit referred to in this Agreement is by that reference incorporated into and made a part of this Agreement.

9.4 Amendment or Termination. This Agreement may only be amended or terminated by mutual written consent of the Seller and Buyer, unless otherwise expressly provided herein.

9.5 Successors and Assigns. This Agreement is binding upon and shall inure to the benefit of each party, and each party's heirs, successors, assigns, transferees, agents, employees or representatives. The Buyer may assign this agreement and its rights hereunder.

9.6 Time of the Essence. Time is of the essence of each term in this Agreement.

9.7 Governing Law. This Agreement and the legal relations between the parties shall be governed by and construed according to California law.

- 9.8 Authority. Each person executing this Agreement on behalf of any party does hereby personally represent and warrant that he or she has the authority to execute this Agreement on behalf of and fully bind such party.
- 9.9 Waiver. Any party's waiver of a breach of any provision herein will not be a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.
- 9.10 Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any provision in this Agreement will not affect the other provisions.
- 9.11 Interpretation. This Agreement is the result of the combined efforts of the parties. If any provision of this Agreement is found ambiguous, the ambiguity will not be resolved by construing this Agreement in favor or against any party, but by construing the terms according to their generally accepted meaning.
- 9.12 Effective Date. The effective date of this Agreement is the last date set forth opposite the signatures of the parties at the end of this Agreement.

10. Additional Provisions. Compensation shown in Paragraph 2 includes payment for connecting residence to city sewer and abandonment of septic tank and driveway concrete repair. The City of Dinuba will also waive the inspection and permit fees concerning this work.

IN WITNESS WHEREOF the Seller and Buyer have signed this Agreement on the dates set forth below.

SELLER:

BUYER:
City of Dinuba


Jaime Lopez

By _____

Dated: _____, 2020

Dated: 5.28, 2020

EXHIBIT "A"

Public Street & Utility Easement
APN 014-071-002 (PORTION)

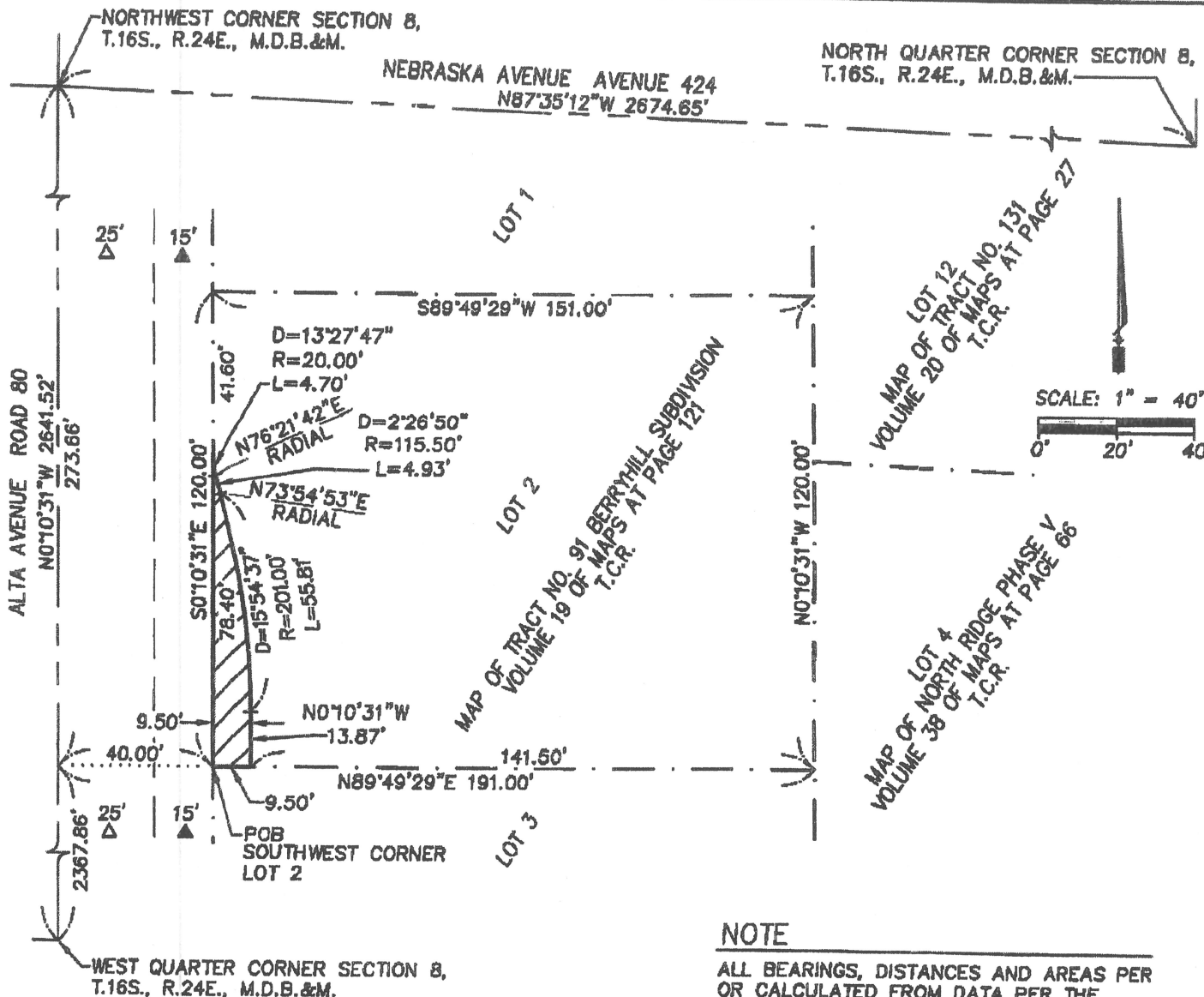
All that portion of Lot 2 of the Map of Tract No. 91 Berryhill Subdivision, according to the map thereof recorded in Volume 19 of Maps at Page 121, Tulare County Records, being a portion of the Northwest quarter of Section 8, Township 16 South, Range 24 East, Mount Diablo Base and Meridian, according to the Official United States Government Township Plat thereof, in the City of Dinuba, County of Tulare, State of California, described as follows:

BEGINNING at the Southwest corner of said Lot 2; thence
North $89^{\circ}49'29''$ East, 9.50 feet along the South line of said Lot 2 to a point on a line 9.50 feet East of and parallel with the West line of said Lot 2; thence
North $0^{\circ}10'31''$ West, 13.87 feet at right angles to last said course along said parallel line to the beginning of a tangent curve concave to the Southwest having a radius of 201.00 feet; thence
Northwesterly, 55.81 feet along said tangent curve through a central angle of $15^{\circ}54'37''$ to the beginning of a reverse curve concave to the Northeast having a radius of 115.50 feet with center point bearing North $73^{\circ}54'53''$ East; thence
Northwesterly, 4.93 feet along said reverse curve through a central angle of $2^{\circ}26'50''$ to the beginning of a compound curve concave to the Northeast having a radius of 20.00 feet with center point bearing North $76^{\circ}21'42''$ East; thence
Northerly, 4.70 feet along said compound curve through a central angle of $13^{\circ}27'47''$ to a point of tangency with said West line; thence
South $0^{\circ}10'31''$ East, 78.40 along said West line to the **POINT OF BEGINNING**.

For the purpose of this description, the West line of said Lot 2 is taken to be a line 40.00 feet East of and parallel with the West line of the Northwest quarter of said Section 8.

Containing an area of 521 square feet, more or less.





LEGEND



T.C.R.

POB



AREA TO BE GRANTED FOR PUBLIC STREET
AND UTILITY EASEMENT PURPOSES,
AREA = 521 SQUARE FEET, MORE OR LESS
TULARE COUNTY RECORDS

POINT OF BEGINNING

PREVIOUSLY DEDICATED FOR PUBLIC STREET PURPOSES
PER MAP OF TRACT NO. 91 BERRYHILL SUBDIVISION
RECORDED IN VOLUME 19 OF MAPS AT PAGE 121, T.C.R.

PREVIOUSLY DEDICATED FOR PUBLIC STREET PURPOSES
PER DEED RECORDED JANUARY 6, 1900, IN VOLUME 6
AT PAGE 347, OFFICIAL RECORDS TULARE COUNTY.



**Yamabe & Horn
Engineering, Inc.**

CIVIL ENGINEERS • LAND SURVEYORS

2985 N. BURL AVENUE SUITE 101 FRESNO, CA 93727
TEL (559) 244-5123 WEBSITE YANDHENGRCOM

Ref. & Rev.

CITY OF DINUBA

EXHIBIT "B"
APN 014-071-002 (PORTION)
PUBLIC STREET &
UTILITY EASEMENT

Dr. By: RBW

Ch. By: WVT

Date: 4/16/2019

YH Job No. 17-395

Sheet No. 1

of 1 Sheets

EXHIBIT C

Visit Us on our Website: www.ctic.com



**CHICAGO TITLE
COMPANY**

ISSUING OFFICE: 2540 West Shaw Lane, #112, Fresno, CA 93711

FOR SETTLEMENT INQUIRIES, CONTACT:

Chicago Title Company
1398 Draper Street • Kingsburg, CA 93631
(559)897-1409 • FAX (559)897-8179

***Another Prompt Delivery From Chicago Title Company Title Department
Where Local Experience And Expertise Make A Difference***

PRELIMINARY REPORT

Title Officer: Raul R Lirio
Email: Raul.Lirio@titlegroup.fntg.com
Title No.: FWVI-TO20000945RRL

Escrow Officer: Nora Marroquin
Email: nora.marroquin@ctt.com
Escrow No.: FWFM-4442000255

TO: City of Dinuba

Attn:

PROPERTY ADDRESS(ES): 1644 North Alta Avenue, Dinuba, CA

EFFECTIVE DATE: May 8, 2020 at 07:30 AM

The form of policy or policies of title insurance contemplated by this report is:

ALTA Homeowner's Policy of Title Insurance 2013

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A FEE

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Jaime Lopez, an unmarried man

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 014-071-002-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF DINUBA, COUNTY OF TULARE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 2 OF TRACT 91, BERRYHILL SUBDIVISION, IN THE CITY OF DINUBA, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19, PAGE 121 OF MAPS, TULARE COUNTY RECORDS.

AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2020-2021.
2. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
3. Taxes and assessments levied by the Alta Irrigation District.
4. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, medical condition, citizenship, primary language, and immigration status, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: April 3, 1947
Recording No.: 10432, Book 1238, Page 415, of Official Records

5. The Land described herein is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the Redevelopment Plan) as disclosed by a document.

Redevelopment
Agency: Dinuba Redevelopment Project No. 2
Recording Date: June 29, 1989
Recording No.: 34693, Book 4853, Page 620, of Official Records

6. The Land described herein is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the Redevelopment Plan) as disclosed by a document.

Redevelopment
Agency: Dinuba Redevelopment Project
Recording Date: January 6, 1992
Recording No.: 92-001249, of Official Records

EXCEPTIONS
(continued)

7. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$149,494.00
Dated: March 27, 2020
Trustor/Grantor: Jaime Lopez, an unmarried man
Trustee: Chicago Title Insurance Company
Beneficiary: Mortgage Electronic Registration Systems, Inc. (MERS), solely as nominee for
Primary Residential Mortgage, Inc.
Loan No.: 300549369
Recording Date: March 27, 2020
Recording No.: 2020-0018737, of Official Records

8. In order to complete this report, the Company requires a Statement of Information to be completed by the following party(s),

Party(s): Jaime Lopez

The Company reserves the right to add additional items or make further requirements after review of the requested Statement of Information.

NOTE: The Statement of Information is necessary to complete the search and examination of title under this order. Any title search includes matters that are indexed by name only, and having a completed Statement of Information assists the Company in the elimination of certain matters which appear to involve the parties but in fact affect another party with the same or similar name. Be assured that the Statement of Information is essential and will be kept strictly confidential to this file.

9. In order to complete this transaction the Company requires the following:

Satisfactory evidence showing the due formation and continued existence of City of Dinuba as a legal entity under the laws of the State of CA.

The Company reserves the right to make additional requirements or add additional items or exceptions after review of the requested documentation.

END OF EXCEPTIONS

NOTES

Note 1. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

Note 2. Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:

Name(s) furnished: City of Dinuba

If these name(s) are incorrect, incomplete or misspelled, please notify the Company.

Note 3. Property taxes, for the fiscal year shown below are PAID. For proration purposes the amounts were:

Tax ID No.:	014-071-002-000
Fiscal Year:	2019-2020
1st Installment:	\$868.61
2nd Installment:	\$868.61
Exemption:	\$7,000.00
Land:	\$46,433.00
Improvements:	\$109,971.00
Personal Property:	\$0.00
Code Area:	001-018

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

Note 4. Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.

Note 5. Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land a Single Family Residence, known as ~~1044~~ North Alta Avenue, Dinuba, California, to an Extended Coverage Loan Policy.

NOTES
(continued)

Note 6. Note: The only conveyances(s) affecting said Land, which recorded within 24 months of the date of this report, are as follows:

Grantor: Celia Nevarez, Successor Trustee of The Concepcion V. Lopez and Belia Lopez Living Trust dated March 23, 2015
Grantee: Jaime Lopez, an unmarried man
Recording Date: March 27, 2020
Recording No.: 2020-0018736, of Official Records

Note 7. The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

Note 8. ***IMPORTANT RECORDING NOTE***

For Kings County, please send all original documents for recording to the following office:

Chicago Title Company
1460 W. 7th Street, Ste 102
Hanford, CA 93230
Attn: Recording Desk
Phone: (559) 584-3381

For Tulare County, please send all original documents for recording to the following office:

Chicago Title Company
1750 W. Walnut Ave, Ste A
Visalia, CA 93277
Attn: Recording Desk
Phone: (559) 636-4300

Please direct all other title communication and copies of documents, including recording release instructions, policy write-up instructions, lenders instructions and settlement statements, to the Title Only Department of the issuing office.

PLEASE NOTE: TULARE AND KINGS COUNTIES, THERE IS AN EXTRA CHARGE OF \$14.00 FOR RECORDING SERVICE FEES.

NOTES
(continued)

- Note 9.** If a county recorder, title insurance company, escrow company, real estate agent or association provides a copy of the declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold faced typed and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
- Note 10.** Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.

END OF NOTES

EXEMPT FROM TRANSFER TAX BY
SECTION 11922 OF THE REVENUE
& TAX CODE OF CALIFORNIA

WHEN RECORDED RETURN TO
AND RECORDING REQUESTED BY:

City of Dinuba-City Clerk
405 E. El Monte Way
Dinuba, CA 93618

APN: Placer Title
Address: 014-071-002-000 (Portion)
1644 N. Alta Avenue
Dinuba, CA 93618

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Jaime Lopez GRANTS to the City of Dinuba, a California municipal corporation, an easement for public street and public utility purposes, over, under, across, and through the following described real property in the City of Dinuba, County of Tulare, State of California:

See EXHIBITS "A" & "B", which are attached hereto and made a part thereof.

DATED: 5-28-20

GRANTOR:



Jaime Lopez

ACKNOWLEDGMENT

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 TULARE)

On MAY 28, 2020 before me, DARYL L. BALCH, Notary Public
(insert name and title of the officer)

personally appeared JAIMIE LOPEZ,
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

Daryl L. Balch

(Seal)



EXHIBIT "A"

Public Street & Utility Easement
APN 014-071-002 (PORTION)

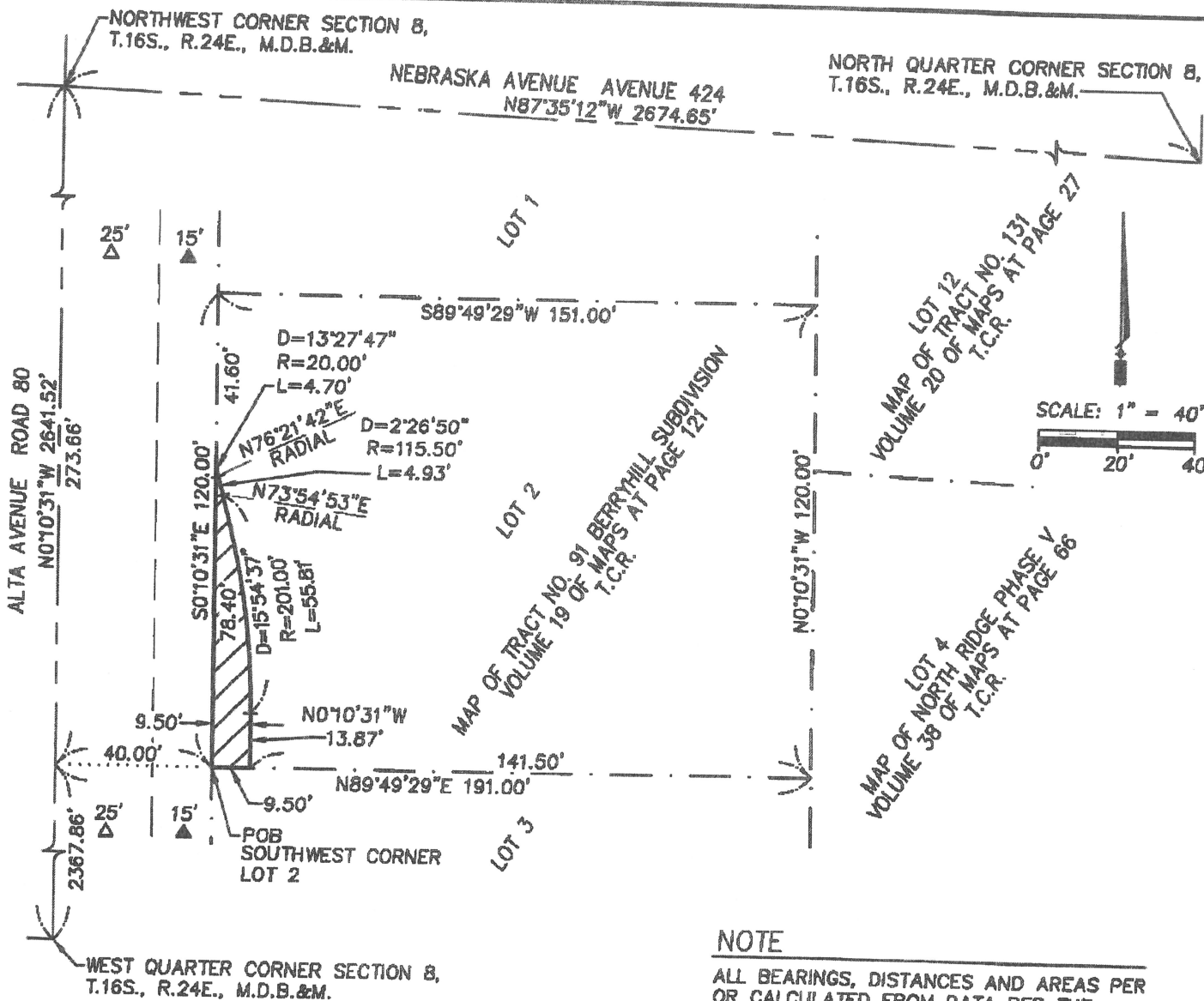
All that portion of Lot 2 of the Map of Tract No. 91 Berryhill Subdivision, according to the map thereof recorded in Volume 19 of Maps at Page 121, Tulare County Records, being a portion of the Northwest quarter of Section 8, Township 16 South, Range 24 East, Mount Diablo Base and Meridian, according to the Official United States Government Township Plat thereof, in the City of Dinuba, County of Tulare, State of California, described as follows:

BEGINNING at the Southwest corner of said Lot 2; thence North $89^{\circ}49'29''$ East, 9.50 feet along the South line of said Lot 2 to a point on a line 9.50 feet East of and parallel with the West line of said Lot 2; thence North $0^{\circ}10'31''$ West, 13.87 feet at right angles to last said course along said parallel line to the beginning of a tangent curve concave to the Southwest having a radius of 201.00 feet; thence Northwesterly, 55.81 feet along said tangent curve through a central angle of $15^{\circ}54'37''$ to the beginning of a reverse curve concave to the Northeast having a radius of 115.50 feet with center point bearing North $73^{\circ}54'53''$ East; thence Northwesterly, 4.93 feet along said reverse curve through a central angle of $2^{\circ}26'50''$ to the beginning of a compound curve concave to the Northeast having a radius of 20.00 feet with center point bearing North $76^{\circ}21'42''$ East; thence Northerly, 4.70 feet along said compound curve through a central angle of $13^{\circ}27'47''$ to a point of tangency with said West line; thence South $0^{\circ}10'31''$ East, 78.40 along said West line to the **POINT of BEGINNING**.

For the purpose of this description, the West line of said Lot 2 is taken to be a line 40.00 feet East of and parallel with the West line of the Northwest quarter of said Section 8.

Containing an area of 521 square feet, more or less.





LEGEND



T.C.R.

POB



AREA TO BE GRANTED FOR PUBLIC STREET AND UTILITY EASEMENT PURPOSES, AREA = 521 SQUARE FEET, MORE OR LESS TULARE COUNTY RECORDS

POINT OF BEGINNING

PREVIOUSLY DEDICATED FOR PUBLIC STREET PURPOSES PER MAP OF TRACT NO. 91 BERRYHILL SUBDIVISION RECORDED IN VOLUME 19 OF MAPS AT PAGE 121, T.C.R.

PREVIOUSLY DEDICATED FOR PUBLIC STREET PURPOSES PER DEED RECORDED JANUARY 6, 1900, IN VOLUME 6 AT PAGE 347, OFFICIAL RECORDS TULARE COUNTY.

Ref. & Rev.

CITY OF DINUBA



Yamabe & Horn Engineering, Inc.

CIVIL ENGINEERS • LAND SURVEYORS

2985 N. BURL AVENUE SUITE 101 FRESNO, CA 93727
TEL (559) 244-5123 WEBSITE YANDHENGSR.COM

EXHIBIT "B"
APN 014-071-002 (PORTION)
PUBLIC STREET &
UTILITY EASEMENT

Dr. By: RBW
Ch. By: WVT
Date: 4/16/2019
YH Job No. 17-395
Sheet No. 1
of 1 Sheets

REAL PROPERTY PURCHASE AND SALE AGREEMENT

This Real Property Purchase and Sale Agreement ("Agreement") is entered into by and between the City of Dinuba, a California municipal corporation ("Buyer"), and Kim Chung, a married man as his sole and separate property ("Seller"), pursuant to the following recitals:

RECITALS:

A. WHEREAS, Seller owns certain real property at the southwest corner of Alta and Nebraska Avenues, in the City of Dinuba, County of Tulare, State of California.

B. WHEREAS, Buyer desires to acquire, more particularly described below an area totaling 7,810 square feet of the property for public street and utility easement purposes (the "Project"); and

C. WHEREAS, under threat of condemnation by Buyer, Seller agrees to sell the easement area described in B. above; and

D. WHEREAS, Buyer and Seller have agreed to Buyer's purchase of the interest in real property by means of this Agreement and the recordation of a deed of easement conveying the interest in Real Property to Buyer.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

AGREEMENT:

1. The Property. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and acquire from Seller, subject to the terms and conditions set forth herein, that certain interest in real property consisting of street easement and public utility easement totaling 7,810 square feet, located at the southwest corner of Alta and Nebraska Avenues, in the City of Dinuba, California. This is a portion of Tulare County Assessor's Parcel No. 014-380-02-3000 as more particularly described in Exhibit "A" and depicted in Exhibit "B" attached hereto (the "Property").

2. Purchase Price. The purchase price to be paid by Buyer for the Property shall be Forty-Three Thousand Two Hundred Fifty-Five and 00/100 Dollars (\$43,255.00) (the "Purchase Price"). As herein, Buyer shall pay the Purchase Price by depositing funds into the escrow in time to meet the Title Company's requirements for immediately available funds at close of escrow.

3. Acquisition of Property Under Threat of Eminent Domain. Seller acknowledges that Buyer has the power, subject to legal requirements, to acquire the Property by eminent domain. Seller and Buyer stipulate that the Purchase Price is the fair market value of the Property and is just compensation for the Property, including any and all other losses, whether by way of improvements, severance damages, cost to cure, goodwill or otherwise. Buyer acknowledges that Seller is selling the Property to Buyer under threat of eminent domain proceedings pursuant to the authority vested

in Buyer as a California municipal corporation. Buyer acknowledges that Seller would have required Buyer to institute an eminent domain proceeding if Buyer and Seller had not agreed on the Purchase Price for the Property. Should escrow not close as provided in this Agreement, and Buyer commences an eminent domain proceeding to acquire the Property, Buyer may file this Agreement with the court as a stipulation upon which the court may enter judgment in any eminent domain proceeding for the Property. This stipulation shall survive the close of escrow and any expiration or termination of this Agreement or the escrow.

4. Seller's representations and warranties. Seller represents and warrants that: (a) Seller owns the Property, free and clear of all liens, licenses, claims, encumbrances, easements, encroachments on the Property from adjacent properties, and any rights of way, other than those disclosed by the public record; (b) Seller has no knowledge of any pending litigation involving the Property, (c) Seller has no knowledge of any violations of, or notices concerning defects or noncompliance with, any code, statute, regulation, ordinance, or judicial order concerning the Property; and (d) Seller has no knowledge of any material defects in the Property, including, but not limited to, the presence of any hazardous materials in the soil and/or water on, under, or around the Property. These warranties shall survive the close of escrow and the recording of the easement deed.

5. Buyer's representations and warranties. Buyer represents and warrants that it has the authority to enter into this Agreement, and upon execution of this Agreement, and subject to the conditions precedent set forth herein, Buyer will have full authority to carry out the provisions of this Agreement. These warranties shall survive the close of escrow and the recording of the easement deed.

6. Escrow. Following execution of this Agreement, the parties shall open an escrow with Placer Title Company at 7643 North Ingram Avenue, Suite 101, Fresno, CA 93711 ("Title Company"), Attn: Darryl Evans. This Agreement, when signed by both parties and deposited with the Title Company, will be the joint escrow instructions. Buyer and Seller must sign any other form instructions required by Title Company that are not inconsistent with the terms of this Agreement.

6.1 Deposits into escrow. Buyer and Seller will deposit all documents, money, and other items with the Title Company that is: (a) identified in this Agreement or, (b) required by the Title Company to effect the close of escrow as provided herein.

6.2 Title. Seller must convey title to the Property to Buyer free and clear of all title defects, liens, encumbrances, conditions, covenants, restrictions, and other adverse interests of record or known to Seller, subject only to title conditions numbered 1, 2, 3, 4, and 5 of the Condition of Title Guarantee No. CTG-8001963, issued by Old Republic National Title Insurance Company on April 5, 2019. A copy of pages 1 through 3 of the Title Guarantee is attached hereto as Exhibit "C" and incorporated herein by this reference.

6.3 Title and closing costs. Seller must pay any costs of clearing and conveying title in the condition described in Section 6.2 above, including but not limited to any charges associated with the partial or full reconveyance of any deed(s) of trust, and any

delinquent and/or unpaid taxes, assessments, or liens. Buyer shall pay the costs of any owner's title policy in an amount specified by Buyer, insuring Buyer's title in the condition described in Section 6.2, and all escrow fees, and costs to record the easement deed. Buyer and Seller will pay any other costs according to the custom in Tulare County.

- 6.4 Close of escrow. The escrow shall be in condition to close when all conditions to close are satisfied or waived, the Title Company is prepared to issue the title policy described herein, and the Title Company is otherwise able to record the easement deed conveying title to the Property from Seller to Buyer. The escrow will be considered closed on the date the easement deed is recorded ("close of escrow").
- 6.5 Prorations. The Title Company shall not prorate current real property taxes and special assessments, if any, between Seller and Buyer based on a 30-day month as of the close of escrow.
- 6.6 Disbursements. At close of escrow, Title Company shall disburse the Purchase Price to Seller, less Seller's costs to clear title, prorations, and other costs, if any, and when Title Company is prepared to issue an owner's title policy to Buyer insuring Buyer's interest in the condition set forth in Section 6.2 above, for the amount designated by Buyer.
- 6.7 Risk of loss. Risk of loss or damage to the Property, or any improvements thereon, shall pass from Seller to Buyer upon close of escrow.
- 6.8 Removal of Improvements. Seller may remove any and all landscaping, trees, bushes, and fencing from the right of way area with no deduction in the compensation provided by the above Paragraph 2.

7. Conditions precedent. Close of escrow and Buyer's obligation to purchase the Property are subject to the satisfaction of the conditions precedent stated herein, including Buyer's and Seller's performance of all their respective obligations under this Agreement, and that all of the representations and warranties of the parties remain true as the close of escrow. The conditions are solely for Buyer's benefit unless otherwise indicated. Each condition must be satisfied or Buyer must waive it in writing prior to close of escrow. If any condition is not timely satisfied, Buyer may waive the condition and close escrow, or it may terminate this Agreement by giving the Seller and Title Company 5 days' written notice. After expiration of the 5 days, this Agreement, and the escrow shall terminate. Upon termination, the Title Company shall return any documents and money deposited into escrow to the respective depositor, after deducting any escrow cancellation easement, and Buyer will have no further obligation to Seller.

8. Buyer's right to enter Property. Upon execution of this Agreement, Seller grants to Buyer, its agents, employees, permittees, contractors, or assigns, an immediate right to, at reasonable times,

enter upon, over, across, and under the Property and enter upon, over and across Seller's real property adjacent to the Property for purposes of constructing the street project and accomplishing all necessary incidents thereto, including but not limited to, investigations, tests, and the removal, disposal, repair, and/or replacement of existing improvements on the Property. Such right of entry shall be irrevocable until completion of the Project. The Purchase Price herein includes full payment for such immediate possession and use of the Property, including damages, if any. Buyer shall cure or indemnify Seller for any damage to Seller's adjacent real property or substantial interference with the possession or use of the adjacent real property caused by Buyer, its agents, employees, permittees, contractors, or assigns during construction of the Project.

9. Miscellaneous Provisions.

9.1 Further Assurances. Each party will sign and deliver further documents, or take any further actions required to complete the purchase and sale described herein.

9.2 Notices. All notices and other communications required or permitted under this Agreement shall be in writing and duly given on the date of service, if served personally on the person to receive the notice, or delivered by depositing the notice or communication in the U. S. mail, postage prepaid, and addressed to the relevant party at the address set forth below.

To Seller: Kim Chung
9520 Via Del Oro
Gilroy, CA 95020

Telephone: 408-600-4552

To Buyer: _____
Name: _____
City of Dinuba
405 E. El Monte Way
Dinuba, CA 93618

9.3 Entire Agreement. This Agreement is the entire agreement between Seller and Buyer regarding the purchase and sale of the Property, and supersedes all prior discussions, negotiations, commitments or understandings, written or oral. Each Exhibit referred to in this Agreement is by that reference incorporated into and made a part of this Agreement.

9.4 Amendment or Termination. This Agreement may only be amended or terminated by mutual written consent of the Seller and Buyer, unless otherwise expressly provided herein.

9.5 Successors and Assigns. This Agreement is binding upon and shall inure to the benefit of each party, and each party's heirs, successors, assigns, transferees, agents, employees or representatives. The Buyer may assign this agreement and its rights hereunder.

9.6 Time of the Essence. Time is of the essence of each term in this Agreement.

9.7 Governing Law. This Agreement and the legal relations between the parties shall be

governed by and construed according to California law.

- 9.8 Authority. Each person executing this Agreement on behalf of any party does hereby personally represent and warrant that he or she has the authority to execute this Agreement on behalf of and fully bind such party.
- 9.9 Waiver. Any party's waiver of a breach of any provision herein will not be a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.
- 9.10 Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any provision in this Agreement will not affect the other provisions.
- 9.11 Interpretation. This Agreement is the result of the combined efforts of the parties. If any provision of this Agreement is found ambiguous, the ambiguity will not be resolved by construing this Agreement in favor or against any party, but by construing the terms according to their generally accepted meaning.
- 9.12 Effective Date. The effective date of this Agreement is the last date set forth opposite the signatures of the parties at the end of this Agreement.

10. Modification of Driveway Approaches. Buyer will continue to work with the Seller to design access to and from adjacent streets.

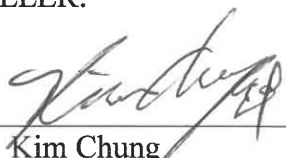
IN WITNESS WHEREOF the Seller and Buyer have signed this Agreement on the dates set forth below.

BUYER:
City of Dinuba

By _____

Dated: _____, 2020

SELLER:



Kim Chung

Dated: 5/12, 2020

EXHIBIT "A"

Page 1 of 2

Public Street & Utility Easement
APN 014-380-023 (PORTION)

All that portion of the North half of Lot 24 of the map of Mount Whitney Colony, according to the map thereof recorded in Volume 5 of Maps at Page 39, Tulare County Records, being a portion of the Northeast quarter of the Northeast quarter of Section 7, Township 16 South, Range 24 East, Mount Diablo Base and Meridian, according to the Official United States Government Township Plat thereof, in the City of Dinuba, County of Tulare, State of California, described as follows:

COMMENCING at the Northeast corner of said Section 7; thence
South $0^{\circ}10'31''$ East, 220.16 feet along the East line of the Northeast quarter of said Section 7, to a point on the North line of the South 110.00 feet of the North half of said Lot 24; thence
South $88^{\circ}57'03''$ East, 40.00 feet along said North line to the Southwest corner of the Grant Deed recorded April 25, 1952 in Volume 1593 at Page 458, Official Records Tulare County, said Southwest corner being a point on a line 40.00 feet West of and parallel with said East line and the **TRUE POINT of BEGINNING** of this description; thence
North $0^{\circ}10'31''$ West, 195.16 feet along said parallel line to a point on a line 25.00 feet South of and parallel with the North line of the Northeast quarter of the Northeast quarter of said Section 7; thence
North $88^{\circ}56'46''$ West, 254.53 feet along last said parallel line to a point on the East line of the West 360 feet of the North half of said Lot 24; thence
South $0^{\circ}04'50''$ East, 17.50 feet along last said East line to a point on a line 42.50 feet South of and parallel with said North line; thence
South $88^{\circ}56'46''$ East, 29.92 feet along last said parallel line to the beginning of a tangent curve concave to the Northwest having a radius of 201.00 feet; thence
Northeasterly, 40.78 feet along said tangent curve through a central angle of $11^{\circ}37'28''$ to the beginning of a reverse curve concave to the Southeast having a radius of 185.50 feet with center point bearing South $10^{\circ}34'15''$ East; thence
Easterly, 17.05 feet along said reverse curve through a central angle of $5^{\circ}16'00''$ to the beginning of a reverse curve concave to the Northwest having a radius of 828.50 feet with center point bearing North $5^{\circ}18'15''$ West; thence
Northeasterly, 27.37 feet along said reverse curve through a central angle of $1^{\circ}53'34''$ to the beginning of a reverse curve concave to the Southwest having a radius of 115.50 feet with center point bearing South $7^{\circ}11'49''$ East; thence
Northeasterly, Easterly and Southeasterly, 71.79 feet along said reverse curve through a central angle of $35^{\circ}36'50''$ to the beginning of a reverse curve concave to the Northeast having a radius of 201.00 feet with center point bearing North $28^{\circ}25'01''$ East; thence
Southeasterly, 4.93 feet along said reverse curve through a central angle of $1^{\circ}24'16''$ to the beginning of a reverse curve concave to the Southwest having a radius of 60.50 feet with center point bearing South $27^{\circ}00'45''$ West; thence
Southeasterly, 35.85 feet along said reverse curve through a central angle of $33^{\circ}56'56''$ to the beginning of a compound curve concave to the Southwest having a radius of 235.50 feet with center point bearing South $60^{\circ}57'41''$ West; thence

EXHIBIT "A"

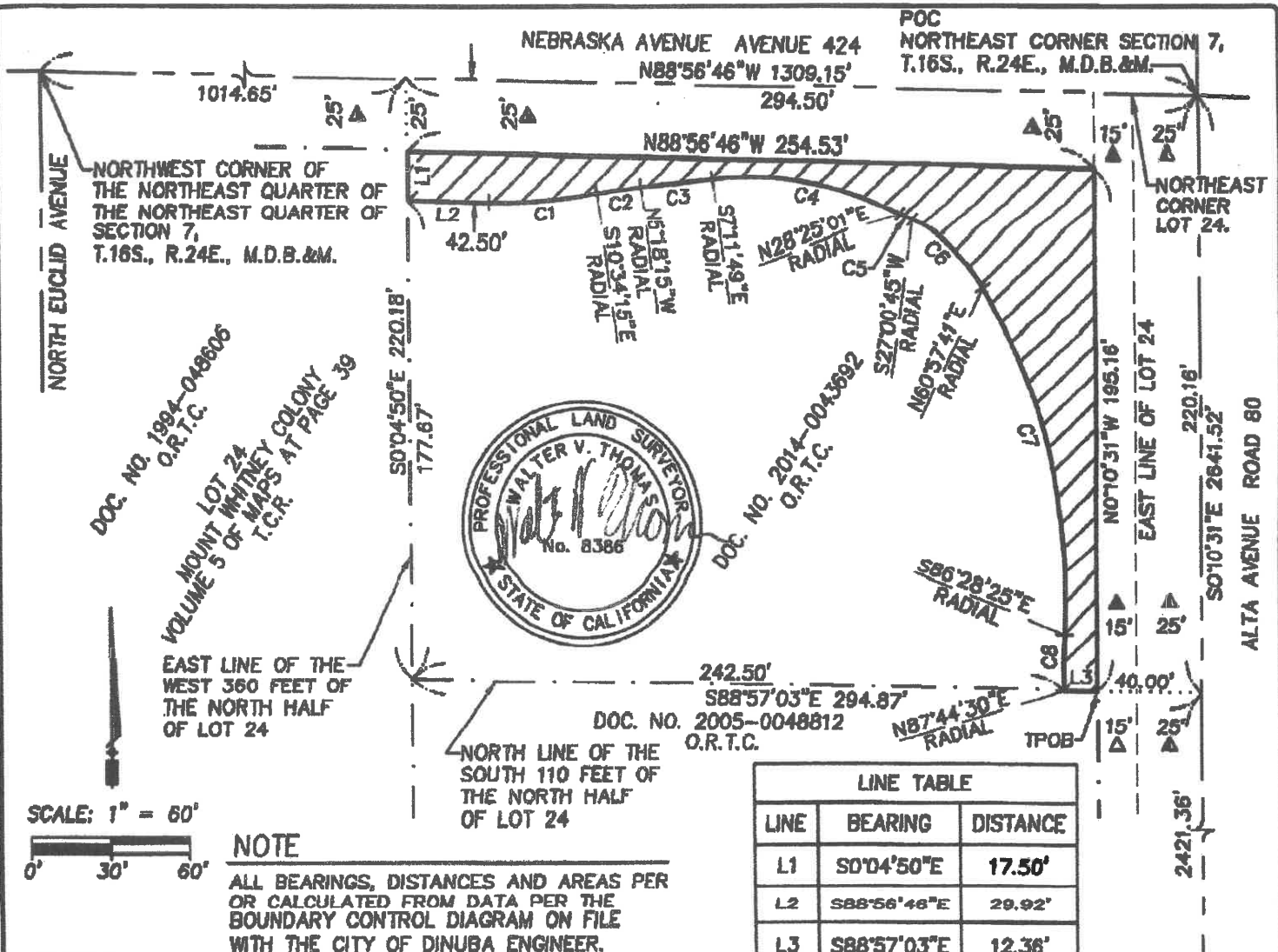
Page 2 of 2

Southeasterly and Southerly, 133.85 feet along said compound curve through a central angle of $32^{\circ}33'54''$ to the beginning of a reverse curve concave to the East having a radius of 214.50 feet with center point bearing North $86^{\circ}28'25''$ West; thence Southerly, 21.66 feet along said reverse curve through a central angle of $5^{\circ}47'05''$ to a point on the North line of the South 110.00 feet of the North half of said Lot 24; thence South $88^{\circ}57'03$ East, 12.36 feet along last said North line to the **TRUE POINT of BEGINNING.**

For the purpose of this description the East line of said Lot 24 is taken to be a line 25.00 feet West of and parallel with the East line of the Northeast quarter of said Section 7 and the North line of said Lot 24 is taken to be the North line of said Northeast quarter.

Containing an area of 7,810 square feet, more or less.





Yamabe & Horn Engineering, Inc. CIVIL ENGINEERS • LAND SURVEYORS 2885 N. BURL AVENUE SUITE 101 FRESNO, CA 93727 TEL (559) 244-3123 WEBSITE YANDHENG.COM	Ref. & Rev.	CITY OF DINUBA	Dr. By: <u>RBW</u>
		EXHIBIT "B"	Ch. By: <u>WVT</u>
		APN 014-380-023 (PORTION)	Date: <u>4/22/2019</u>
		PUBLIC STREET & UTILITY EASEMENT	YH Job No. <u>17-395</u>
			Sheet No. <u>1</u>
			of <u>1</u> Sheets

EXHIBIT C



Guarantee No.:	CTG-8001963
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**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
GUARANTEE**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, A FLORIDA CORPORATION, HEREIN CALLED THE COMPANY,

GUARANTEES

the Assured named in Schedule A of this Guarantee,

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the assurances set forth in Schedule A.

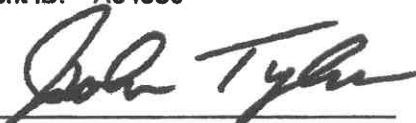
SCHEDULE A

**IS ATTACHED HERETO AS A SEPARATE PAGE AND MADE A
PART OF THIS GUARANTEE**

IN WITNESS WHEREOF, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY has caused this Guarantee to be signed and sealed as of the Date of Guarantee shown in Schedule A.

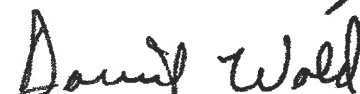
Issued By:

Placer Title Company
9085 Foothills Blvd.
Roseville, CA 95747
Agent ID: A04360


Authorized Countersignature

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 471-1111

By  President
And  Secretary

Condition of Title Guarantee SCHEDULE A

Order No.: P-325436
Guarantee No.: CTG-8001963
Date of Guarantee: April 5, 2019 at 8:00AM
Amount of Liability: \$1,000.00
Premium: \$400.00

1. Name of Assured:

Yamabe & Horn Engineering, Inc.

2. The estate or interest in the Land which is covered by this Guarantee is:

Fee Simple

3. The Land referred to in this Guarantee is described as follows:

See Exhibit "A" for Legal Description

4. Assurances

According to the Public Records as of the Date of Guarantee:

a. Title to the estate or interest in the Land is vested in:

Kim Chung, a married man, as his sole and separate property

b. Title to the estate or interest is subject to defects, liens, or encumbrances shown in Schedule B which are not necessarily shown in the order of their priority

Condition of Title Guarantee SCHEDULE B

1. Taxes, special and general, assessment districts and service areas for the fiscal year 2019-2020, a lien not yet due or payable.
2. Taxes, special and general, assessment districts and service areas for the Fiscal Year 2018-2019:

1st Installment: \$2,183.31 Paid
2nd Installment: \$2,183.31 Due
Parcel Number: 014-380-023-000
Code Area: 001-033
Land Value: \$382,050.00
Imp. Value: \$0.00
Total Value: \$382,050.00
Exemption Amount: \$0.00

Note: First Installment is due November 1 and delinquent December 10. Second Installment is due February 1 and delinquent April 10.

3. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5, (commencing with Section 75) of the Revenue and Taxation Code, of the State of California.
4. Rights of the public and of the County of Tulare and the City of Dinuba, as to that portion of the herein described property lying within Nebraska Avenue and Alta Avenue, a public roads.
5. The fact that said land is included within a project area of the City of Dinuba Redevelopment Project, and that proceedings for the redevelopment of said project have been instituted under the redevelopment law, such redevelopment to proceed only after the adoption of the redevelopment (Plan) as disclosed by a document recorded July 21, 1995, as (instrument) 95-046368, Official Records.
[Document Link](#)
6. We find no open deeds of trust of record. Please obtain the Free and Clear Affidavit-Verification of Unencumbered Property and submit it to title for review as soon as possible.

WE WILL NOT BE ABLE TO CLOSE THIS TRANSACTION UNLESS SAID AFFIDAVIT IS OBTAINED.

7. A Statement of Identity from Kim Chung is required as the name run of the said party discloses items which may constitute a lien against said party.

EXEMPT FROM TRANSFER TAX BY
SECTION 11922 OF THE REVENUE
& TAX CODE OF CALIFORNIA

WHEN RECORDED RETURN TO
AND RECORDING REQUESTED BY:

City of Dinuba-City Clerk
405 E. El Monte Way
Dinuba, CA 93618

Placer Title
APN: 014-380-02-3000 (Portion)
Address: SWC Alta and Nebraska Avenues
Dinuba, CA 93618

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Kim Chung, a married man as his sole and separate property, GRANTS to the City of Dinuba, a California municipal corporation, an easement for public street and public utility purposes, over, under, across, and through the following described real property in the City of Dinuba, County of Tulare, State of California:

See EXHIBITS "A" & "B", which are attached hereto and made a part thereof.

DATED: 5/12/2020

GRANTOR:

By 
Kim Chung

ACKNOWLEDGMENT

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 Tulare

On May 12, 2020 before me, Daryl L. Balch, Notary Public,
(insert name and title of the officer)

personally appeared Kim Chung -----,
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



(Seal)



EXHIBIT "A"

Page 1 of 2

**Public Street & Utility Easement
APN 014-380-023 (PORTION)**

All that portion of the North half of Lot 24 of the map of Mount Whitney Colony, according to the map thereof recorded in Volume 5 of Maps at Page 39, Tulare County Records, being a portion of the Northeast quarter of the Northeast quarter of Section 7, Township 16 South, Range 24 East, Mount Diablo Base and Meridian, according to the Official United States Government Township Plat thereof, in the City of Dinuba, County of Tulare, State of California, described as follows:

COMMENCING at the Northeast corner of said Section 7; thence
South $0^{\circ}10'31''$ East, 220.16 feet along the East line of the Northeast quarter of said Section 7, to a point on the North line of the South 110.00 feet of the North half of said Lot 24; thence
South $88^{\circ}57'03''$ East, 40.00 feet along said North line to the Southwest corner of the Grant Deed recorded April 25, 1952 in Volume 1593 at Page 458, Official Records Tulare County, said Southwest corner being a point on a line 40.00 feet West of and parallel with said East line and the **TRUE POINT of BEGINNING** of this description; thence
North $0^{\circ}10'31''$ West, 195.16 feet along said parallel line to a point on a line 25.00 feet South of and parallel with the North line of the Northeast quarter of the Northeast quarter of said Section 7; thence
North $88^{\circ}56'46''$ West, 254.53 feet along last said parallel line to a point on the East line of the West 360 feet of the North half of said Lot 24; thence
South $0^{\circ}04'50''$ East, 17.50 feet along last said East line to a point on a line 42.50 feet South of and parallel with said North line; thence
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Northeasterly, 40.78 feet along said tangent curve through a central angle of $11^{\circ}37'28''$ to the beginning of a reverse curve concave to the Southeast having a radius of 185.50 feet with center point bearing South $10^{\circ}34'15''$ East; thence
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EXHIBIT "A"

Page 2 of 2

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Containing an area of 7,810 square feet, more or less.



REAL PROPERTY PURCHASE AND SALE AGREEMENT

This Real Property Purchase and Sale Agreement ("Agreement") is entered into by and between the City of Dinuba, a California municipal corporation ("Buyer"), and Hajjaj Hasan and Faten Hasan, husband and wife as joint tenants, ("Seller"), pursuant to the following recitals:

RECITALS:

A. WHEREAS, Seller owns certain real property at 447 W. Nebraska Avenue, in the City of Dinuba, County of Tulare, State of California.

B. WHEREAS, Buyer desires to acquire, more particularly described below an area totaling 15,056 square feet of the property for public street and utility easement purposes (the "Project"); and

C. WHEREAS, under threat of condemnation by Buyer, Seller agrees to sell the easement area described in B. above; and

D. WHEREAS, Buyer and Seller have agreed to Buyer's purchase of the interest in real property by means of this Agreement and the recordation of a deed of easement conveying the interest in Real Property to Buyer.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

AGREEMENT:

1. The Property. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and acquire from Seller, subject to the terms and conditions set forth herein, that certain interest in real property consisting of street easement and public utility easement totaling 15,056 square feet, located at 447 W. Nebraska Avenue, in the City of Dinuba, California. This is a portion of Tulare County Assessor's Parcel No. 013-100-00-1000 as more particularly described in Exhibit "A" and depicted in Exhibit "B" (the "Property").

2. Purchase Price. The purchase price to be paid by Buyer for the Property shall be Fifty Thousand and 00/100 Dollars (\$50,000) (the "Purchase Price"). As herein, Buyer shall pay the Purchase Price by depositing funds into the escrow in time to meet the Title Company's requirements for immediately available funds at close of escrow.

3. Acquisition of Property Under Threat of Eminent Domain. Seller acknowledges that Buyer has the power, subject to legal requirements, to acquire the Property by eminent domain. Seller and Buyer stipulate that the Purchase Price is the fair market value of the Property and is just compensation for the Property, including any and all other losses, whether by way of improvements, severance damages, cost to cure, goodwill or otherwise. Buyer acknowledges that Seller is selling the Property to Buyer under threat of eminent domain proceedings pursuant to the authority vested in Buyer as a California municipal corporation. Buyer acknowledges that Seller would have

required Buyer to institute an eminent domain proceeding if Buyer and Seller had not agreed on the Purchase Price for the Property. Should escrow not close as provided in this Agreement, and Buyer commences an eminent domain proceeding to acquire the Property, Buyer may file this Agreement with the court as a stipulation upon which the court may enter judgment in any eminent domain proceeding for the Property. This stipulation shall survive the close of escrow and any expiration or termination of this Agreement or the escrow.

4. Seller's representations and warranties. Seller represents and warrants that: (a) Seller owns the Property, free and clear of all liens, licenses, claims, encumbrances, easements, encroachments on the Property from adjacent properties, and any rights of way, other than those disclosed by the public record; (b) Seller has no knowledge of any pending litigation involving the Property, (c) Seller has no knowledge of any violations of, or notices concerning defects or noncompliance with, any code, statute, regulation, ordinance, or judicial order concerning the Property; and (d) Seller has no knowledge of any material defects in the Property, including, but not limited to, the presence of any hazardous materials in the soil and/or water on, under, or around the Property. These warranties shall survive the close of escrow and the recording of the easement deed.

5. Buyer's representations and warranties. Buyer represents and warrants that it has the authority to enter into this Agreement, and upon execution of this Agreement, and subject to the conditions precedent set forth herein, Buyer will have full authority to carry out the provisions of this Agreement. These warranties shall survive the close of escrow and the recording of the easement deed.

6. Escrow. Following execution of this Agreement, the parties shall open an escrow with Placer Title Company at 7643 North Ingram Avenue, Suite 101, Fresno, CA 93711 ("Title Company"), Attn: Darryl Evans. This Agreement, when signed by both parties and deposited with the Title Company, will be the joint escrow instructions. Buyer and Seller must sign any other form instructions required by Title Company that are not inconsistent with the terms of this Agreement.

6.1 Deposits into escrow. Buyer and Seller will deposit all documents, money, and other items with the Title Company that is: (a) identified in this Agreement or, (b) required by the Title Company to effect the close of escrow as provided herein.

6.2 Title. Seller must convey title to the Property to Buyer free and clear of all title defects, liens, encumbrances, conditions, covenants, restrictions, and other adverse interests of record or known to Seller, subject only to title conditions numbered 1, 2, 3, 4, 5, 6, 8 and 9 of the Condition of Title Guarantee No. CTG-8001981, issued by Old Republic National Title Insurance Company on April 17, 2019. A copy of pages 1 through 4 of the Title Guarantee is attached hereto as Exhibit "C" and incorporated herein by this reference.

6.3 Title and closing costs. Seller must pay any costs of clearing and conveying title in the condition described in Section 6.2 above, including but not limited to any charges associated with the partial or full reconveyance of any deed(s) of trust, and any delinquent and/or unpaid taxes, assessments, or liens. Buyer shall pay the costs of any owner's title policy in an amount specified by Buyer, insuring Buyer's title in the condition described in Section 6.2, and all escrow fees, and costs to record the

easement deed. Buyer and Seller will pay any other costs according to the custom in Tulare County.

- 6.4 Close of escrow. The escrow shall be in condition to close when all conditions to close are satisfied or waived, the Title Company is prepared to issue the title policy described herein, and the Title Company is otherwise able to record the easement deed conveying title to the Property from Seller to Buyer. The escrow will be considered closed on the date the easement deed is recorded ("close of escrow").
- 6.5 Prorations. The Title Company shall not prorate current real property taxes and special assessments, if any, between Seller and Buyer based on a 30-day month as of the close of escrow.
- 6.6 Disbursements. At close of escrow, Title Company shall disburse the Purchase Price to Seller, less Seller's costs to clear title, prorations, and other costs, if any, and when Title Company is prepared to issue an owner's title policy to Buyer insuring Buyer's interest in the condition set forth in Section 6.2 above, for the amount designated by Buyer.
- 6.6.1 Two checks shall be issued Sellers: One check in the amount of \$30,000 and one check in the amount of \$20,000.
- 6.7 Risk of loss. Risk of loss or damage to the Property, or any improvements thereon, shall pass from Seller to Buyer upon close of escrow.
- 6.8 Removal of Improvements. Seller may remove any and all landscaping, trees, bushes, and fencing from the right of way area with no deduction in the compensation provided by the above Paragraph 2.

7. Conditions precedent. Close of escrow and Buyer's obligation to purchase the Property are subject to the satisfaction of the conditions precedent stated herein, including Buyer's and Seller's performance of all their respective obligations under this Agreement, and that all of the representations and warranties of the parties remain true as the close of escrow. The conditions are solely for Buyer's benefit unless otherwise indicated. Each condition must be satisfied or Buyer must waive it in writing prior to close of escrow. If any condition is not timely satisfied, Buyer may waive the condition and close escrow, or it may terminate this Agreement by giving the Seller and Title Company 5 days' written notice. After expiration of the 5 days, this Agreement, and the escrow shall terminate. Upon termination, the Title Company shall return any documents and money deposited into escrow to the respective depositor, after deducting any escrow cancellation easement, and Buyer will have no further obligation to Seller.

8. Buyer's right to enter Property. Upon execution of this Agreement, Seller grants to Buyer, its agents, employees, permittees, contractors, or assigns, an immediate right to, at reasonable times, enter upon, over, across, and under the Property and enter upon, over and across Seller's real property adjacent to the Property for purposes of constructing the street project and accomplishing all necessary incidents thereto, including but not limited to, investigations, tests, and the removal, disposal, repair, and/or replacement of existing improvements on the Property. Such

right of entry shall be irrevocable until completion of the Project. The Purchase Price herein includes full payment for such immediate possession and use of the Property, including damages, if any. Buyer shall cure or indemnify Seller for any damage to Seller's adjacent real property or substantial interference with the possession or use of the adjacent real property caused by Buyer, its agents, employees, permittees, contractors, or assigns during construction of the Project.

9. Miscellaneous Provisions.

9.1 Further Assurances. Each party will sign and deliver further documents, or take any further actions required to complete the purchase and sale described herein.

9.2 Notices. All notices and other communications required or permitted under this Agreement shall be in writing and duly given on the date of service, if served personally on the person to receive the notice, or delivered by depositing the notice or communication in the U. S. mail, postage prepaid, and addressed to the relevant party at the address set forth below.

To Seller: Hajjaj Hasan and
Faten Hasan
447 W. Nebraska Avenue
Dinuba, CA 93618

To Buyer: _____
Name: _____
City of Dinuba
405 E. El Monte Way
Dinuba, CA 93618

9.3 Entire Agreement. This Agreement is the entire agreement between Seller and Buyer regarding the purchase and sale of the Property, and supersedes all prior discussions, negotiations, commitments or understandings, written or oral. Each Exhibit referred to in this Agreement is by that reference incorporated into and made a part of this Agreement.

9.4 Amendment or Termination. This Agreement may only be amended or terminated by mutual written consent of the Seller and Buyer, unless otherwise expressly provided herein.

9.5 Successors and Assigns. This Agreement is binding upon and shall inure to the benefit of each party, and each party's heirs, successors, assigns, transferees, agents, employees or representatives. The Buyer may assign this agreement and its rights hereunder.

9.6 Time of the Essence. Time is of the essence of each term in this Agreement.

9.7 Governing Law. This Agreement and the legal relations between the parties shall be governed by and construed according to California law.

9.8 Authority. Each person executing this Agreement on behalf of any party does hereby personally represent and warrant that he or she has the authority to execute this Agreement on behalf of and fully bind such party.

- 9.9 Waiver. Any party's waiver of a breach of any provision herein will not be a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.
- 9.10 Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any provision in this Agreement will not affect the other provisions.
- 9.11 Interpretation. This Agreement is the result of the combined efforts of the parties. If any provision of this Agreement is found ambiguous, the ambiguity will not be resolved by construing this Agreement in favor or against any party, but by construing the terms according to their generally accepted meaning.
- 9.12 Effective Date. The effective date of this Agreement is the last date set forth opposite the signatures of the parties at the end of this Agreement.
10. Sewer Connection. The Seller will not be charge an application fee, permit fee, or inspection fee, or connection fee at such time as the Seller wishes to connect to the City sewer system.

City will stub sewer branch to the new property line at the time the street project is constructed.

IN WITNESS WHEREOF the Seller and Buyer have signed this Agreement on the dates set forth below.

BUYER:
City of Dinuba

By _____

SELLER:


Hajjaj Hasan


Faten Hasan

Dated: _____, 2020

Dated: May 7, 2020

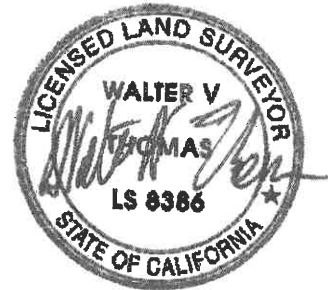
EXHIBIT "A"

Public Street & Utility Easement
APN 013-100-001 (PORTION)

The North 23.00 feet of the South 48.00 feet of Lot 12 of the map of Bella Vista Colony, according to the map thereof recorded in Volume 2 of Maps at Page 93, Tulare County Records, being a portion of the Southeast quarter of the Southeast quarter of Section 6, Township 16 South, Range 24 East, Mount Diablo Base and Meridian, according to the Official United States Government Township Plat thereof, in the City of Dinuba, County of Tulare, State of California.

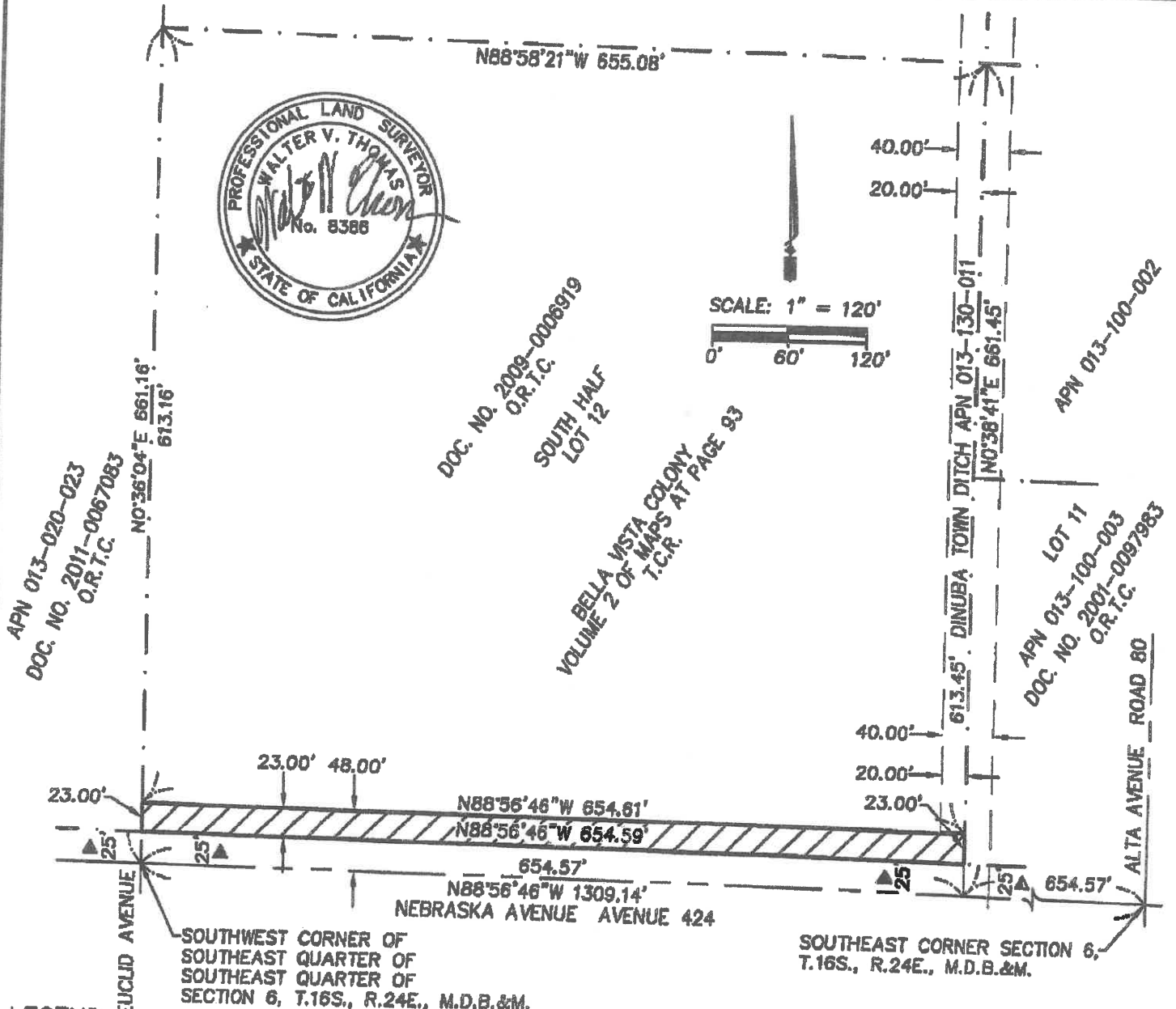
For the purpose of this description the South line of said Lot 12 is taken to be a line coincident with the South line of the Southeast quarter of the Southeast quarter of said Section 6.

Containing an area of 15,056 square feet, more or less.





SCALE: 1" = 120'



LEGEND



T.C.R.
O.R.T.C.



AREA TO BE GRANTED FOR PUBLIC STREET AND UTILITY EASEMENT PURPOSES, AREA = 15,056 SQUARE FEET, MORE OR LESS TULARE COUNTY RECORDS
OFFICIAL RECORDS TULARE COUNTY
PREVIOUSLY GRANTED FOR PUBLIC STREET PURPOSES PER DEED RECORDED AUGUST 9, 1905, IN VOLUME 8 AT PAGE 167, O.R.T.C.
PREVIOUSLY GRANTED FOR PUBLIC STREET PURPOSES PER DEED RECORDED OCTOBER 2, 1905, IN VOLUME 8 AT PAGE 198, O.R.T.C.

NOTE

ALL BEARINGS, DISTANCES AND AREAS PER OR CALCULATED FROM DATA PER THE BOUNDARY CONTROL DIAGRAM ON FILE WITH THE CITY OF DINUBA ENGINEER.



Yamabe & Horn Engineering, Inc.

CIVIL ENGINEERS • LAND SURVEYORS

2985 N. BURL AVENUE SUITE 101 FRESNO, CA 93727
TEL (559) 244-3123 WEBSITE YANDHENG.COM

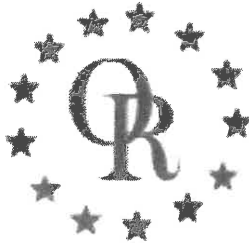
Ref. & Rev.

CITY OF DINUBA

EXHIBIT "B"
APN 013-100-001 (PORTION)
PUBLIC STREET &
UTILITY EASEMENT

Dr. By: RBW
Ch. By: WVT
Date: 5/13/2019
YH Job No. 17-395
Sheet No. 1
of 1 Sheets

EXHIBIT C



Guarantee No.:	CTG-8001981
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**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
GUARANTEE**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, A FLORIDA CORPORATION, HEREIN CALLED THE COMPANY,

GUARANTEES

the Assured named in Schedule A of this Guarantee,

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the assurances set forth in Schedule A.

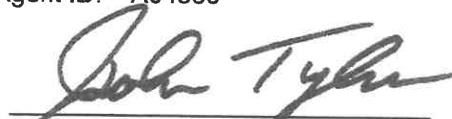
SCHEDULE A

**IS ATTACHED HERETO AS A SEPARATE PAGE AND MADE A
PART OF THIS GUARANTEE**

IN WITNESS WHEREOF, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY has caused this Guarantee to be signed and sealed as of the Date of Guarantee shown in Schedule A.

Issued By:

Placer Title Company
9085 Foothills Blvd.
Roseville, CA 95747
Agent ID: A04360


Authorized Countersignature

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  President
Attest  Secretary

Condition of Title Guarantee SCHEDULE A

Order No.: P-325476
Guarantee No.: CTG-8001981
Date of Guarantee: April 17, 2019 at 7:30AM
Amount of Liability: \$1,000.00
Premium: \$400.00

1. Name of Assured:

Yamabe & Horn Engineering, Inc.

2. The estate or interest in the Land which is covered by this Guarantee is:

Fee Simple

3. The Land referred to in this Guarantee is described as follows:

See Exhibit "A" for Legal Description

4. Assurances

According to the Public Records as of the Date of Guarantee:

a. Title to the estate or interest in the Land is vested in:

Hajjaj Hasan and Faten Hasan, husband and wife, as joint tenants

b. Title to the estate or interest is subject to defects, liens, or encumbrances shown in Schedule B which are not necessarily shown in the order of their priority

Condition of Title Guarantee

SCHEDULE B

1. Taxes, special and general, assessment districts and service areas for the fiscal year 2019-2020, a lien not yet due or payable.

NOTE: (For proration purposes only)

Taxes, special and general, assessment districts and service areas for the Fiscal Year 2018-2019:

1st Installment:	\$2,557.53	PAID
2nd Installment:	\$2,557.53	PAID
Parcel Number:	013-100-001-000	
Code Area:	001-055	
Land Value:	\$217,586.00	
Improvements:	\$237,949.00	
Exemption:	\$7,000.00	

2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5, (commencing with Section 75) of the Revenue and Taxation Code, of the State of California.
3. Rights of the public and of the County of Tulare, as to that portion of the herein described property lying within Nebraska Avenue (County Road 424), a public road.
4. Existing easement for an open irrigation ditch over the Easterly portion of said land ('Dinuba Town Ditch') as disclosed by various documents of record and as shown on Tulare County Assessor's Parcel Map Book 013, Page 10.
5. An easement over said land for water pipe line and incidental purposes, granted to William J. Eggers and Ida May Eggers, in deed recorded December 8, 1969, (book) 2870 (page) 145, Official Records.

Affects: as described therein

No representation is made as to the current ownership of said easement.

[Document Link](#)

6. The fact that said land is included within a project area of the Dinuba Redevelopment Agency, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the Redevelopment Plan), as disclosed by Statement of Commencement of Redevelopment Activities recorded July 21, 1995, Instrument No. 95-046368, Official Records, as amended by various documents of record.

[Document Link](#)

7. Deed of Trust to secure an indebtedness of \$90,000.00, dated July 21, 2006, recorded August 8, 2006, (instrument) 2006-0081574, Official Records.

Trustor:	Hajjaj Hasan, a married man, as his sole and separate property
Trustee:	Stewart Title of San Diego, a California corporation
Beneficiary:	SCME Mortgage Bankers, Inc., a California corporation
Loan No.:	51061214

[Document Link](#)

8. Terms, conditions and provisions contained in the Agreement Granting Easement for Pipeline (replacing existing ditch with pipeline), recorded November 17, 2011, as (instrument) 2011-072036, Official Records.
[Document Link](#)

Reference is made to said document for full particulars.

9. An easement over said land for water pipeline and incidental purposes, granted to Alta Irrigation District, in deed recorded November 17, 2011, (instrument) 2011-0072036, Official Records.

Affects: the East portion of said land, as more particularly described therein

No representation is made as to the current ownership of said easement.

[Document Link](#)

EXEMPT FROM TRANSFER TAX BY
SECTION 11922 OF THE REVENUE
& TAX CODE OF CALIFORNIA

WHEN RECORDED RETURN TO
AND RECORDING REQUESTED BY:

City of Dinuba-City Clerk
405 E. El Monte Way
Dinuba, CA 93618

APN: 013-100-00-1000 (Portion)
Address: 447 W. Nebraska Avenue
Dinuba, CA 93618

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Hajjaj and Faten Hasan, husband and wife as joint tenants, GRANT to the City of Dinuba, a California municipal corporation, an easement for public street and public utility purposes, over, under, across, and through the following described real property in the City of Dinuba, County of Tulare, State of California:

See EXHIBITS "A" & "B", which are attached hereto and made a part thereof.

DATED: 5-7-2020

GRANTOR:

By 
Hajjaj Hasan

By 
Faten Hasan

ACKNOWLEDGMENT

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 Tulare

On May 7, 2020 before me, Daryl L. Balch, Notary Public,
(insert name and title of the officer)

personally appeared Hajjaj Hasan and Faten Hasan - - - - -,
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



(Seal)



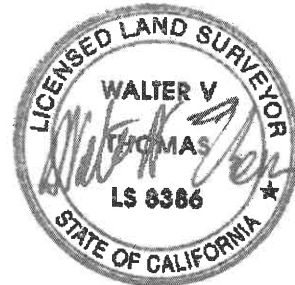
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APN 013-100-001 (PORTION)

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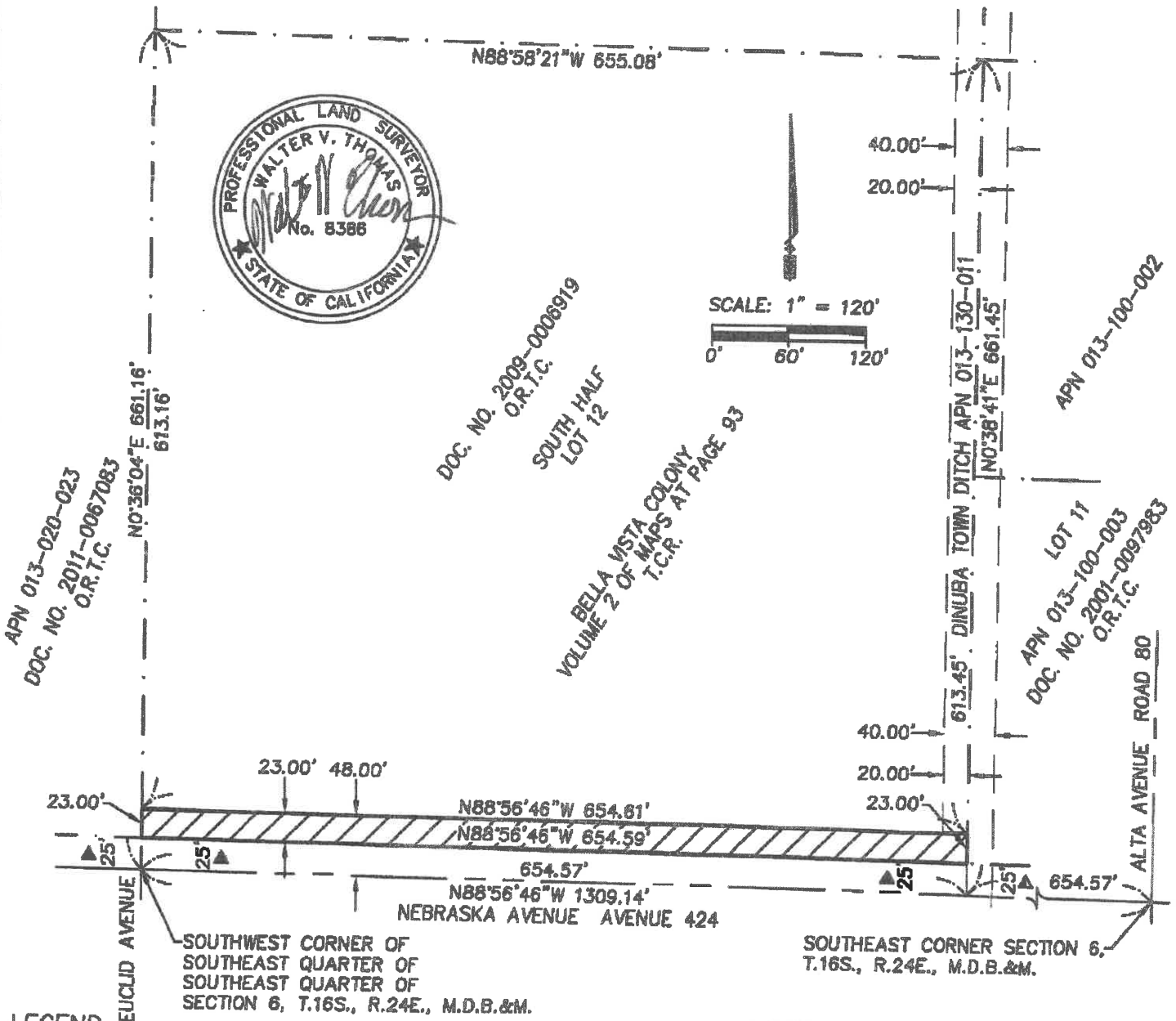
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Containing an area of 15,056 square feet, more or less.





SCALE: 1" = 120'



LEGEND



T.C.R.
O.R.T.C.



AREA TO BE GRANTED FOR PUBLIC STREET
AND UTILITY EASEMENT PURPOSES,
AREA = 15,056 SQUARE FEET, MORE OR LESS
TULARE COUNTY RECORDS
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PREVIOUSLY GRANTED FOR PUBLIC STREET PURPOSES
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NOTE

ALL BEARINGS, DISTANCES AND AREAS PER
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Ref. & Rev.

CITY OF DINUBA

EXHIBIT "B"
APN 013-100-001 (PORTION)
PUBLIC STREET &
UTILITY EASEMENT

Dr. By: RBW
Ch. By: WVT
Date: 5/13/2019
YH Job No. 17-395
Sheet No. 1
of 1 Sheets



City Council Staff Report

Department: CITY MANAGER'S OFFICE

September 22, 2020

To: Mayor and City Council
From: Linda Barkley, City Clerk
Subject: City Council Meeting Minutes, September 8, 2020 (LB)

RECOMMENDATION

Council to review and approve the 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 8, 2020](#)



**CITY COUNCIL
REGULAR MEETING AGENDA
(Teleconferenced)**

**September 8, 2020
MINUTES**

COUNCIL MEMBERS PRESENT:

Thusu, Longoria, Launer, Morales, Reynosa (6:38 pm)

COUNCIL MEMBERS ABSENT:

None.

STAFF MEMBERS PRESENT:

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

1. OPENING CEREMONIES

1.1. Welcome and Roll Call

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

1.2. Invocation

None.

1.3. Pledge of Allegiance

The pledge of allegiance was led by Chief Popovich.

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.

None.

3. REQUEST TO ADDRESS COUNCIL - Pursuant to Governor Newsom's Executive Order N-29-20, the meeting will be held via teleconference. 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. NEW EMPLOYEES AND PROMOTIONS

4.1. Armando Gurrola, Animal Control Officer (DP)

Chief Popovich introduced newly hired Animal Control Officer Armando Gurrola.

5. 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.

5.1. SUBJECT

Notice of Completion - Marquis Subdivision (JW)

RECOMMENDATION

Council to accept the Marquis Subdivision improvements as complete and authorize the City Engineer to file a Notice of Completion with the Tulare County Recorder's Office.

5.2. SUBJECT

City Council Meeting Minutes, August 25, 2020 (LB)

RECOMMENDATION

Council to review and approve meeting minutes of August 25, 2020 as presented.

5.3. SUBJECT

College Park Recreation Center Safety Improvement (SH)

RECOMMENDATION

Council approve the budget amendment of \$3,552 to complete the fencing around College Park Recreation Center.

5.4. SUBJECT

Resolution No. 2020-54 Approving the Final Map for the Nehf-Gapen Subdivision Phase 2 (JW)

RECOMMENDATION

Council adopt Resolution No. 2020-54 approving the Final Map for the Nehf-Gapen Subdivision Phase 2.

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

Ayes: Launer, Longoria, Morales, Reynosa, Thusu

6. WARRANT REGISTER

6.1. SUBJECT

Warrant Register August 28 & September 4, 2020 (MM)

RECOMMENDATION

Council to review and approve the warrant register as presented.

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

Ayes: Launer, Longoria, Morales, Reynosa, Thusu

7. DEPARTMENT REPORTS

7.1. SUBJECT

Survey Summary review for the Parks Master Plan Update (SH)

RECOMMENDATION

Council to receive summary report on the community survey results as part of the Parks and Recreation Master Plan update and provide direction to staff accordingly.

Director Hurtado presented a review of the Parks Master Plan update.

Steve Duh, CPRP, with Conservation Technix, walked the council through the recent Parks Master Plan update process.

Mayor Thusu recommended that staff communicate the results of the survey to the responders or the general public that this is what we came up with resulting from the survey.

Council Member Reynosa left the meeting at 7:01 pm.

Council Member Launer agreed and she stated she would like a work session with an overview of city parks to see what each park provides and what is needed to best provide for the community.

Council Member Longoria requested a copy of the presentation. City Manager Patlan said the PDF will be emailed to them.

Council Member Morales concurred with the council requests.

City Manager Patlan stated that the Parks Master Plan will come back at a later date as a work session to identify issues.

7.2. SUBJECT

Reconsider Resolution No. 2020-39 Approving the Proposed Joint Powers Agreement and Joining the Tulare County Regional Transit Agency (IH)

RECOMMENDATION

Council by one motion take the following actions:

1. Consider information regarding the proposed Tulare County Regional Transit Agency (TCRTA) and adopt Resolution No. 2020-39 authorizing the City Manager or his designee to execute the required Joint Powers Agreement (JPA).
2. Appoint a Council Member as a "regular director" and another as an "alternate director" to serve in the JPA's governing Board of Directors to represent Dinuba's interest in the newly formed Regional Transit Agency.

Business Manager Avila presented Resolution No. 2020-39 previously presented on July 14, 2020. He went on to review the request to reconsider the resolution for adoption approving partnership in the Tulare County Regional Transit Agency (TCRTA) joint powers agreement. Staff believes that there is a real benefit to membership in the JPA. Business Manager Avila stated that the Council should also appoint a "regular" director and an "alternate" director.

Mayor Thusu said he met with Director Hernandez, Ted Smalley, City Manager Patlan and Assistant City Manager James to discuss the TCRTA. He said TCAG has made several commitments to Dinuba concerning the TCRTA and he is ready to move forward with membership.

Council Member Morales nominated Mayor Thusu be appointed as the regular director and Vice Mayor Longoria as the alternate director on the Agency.

Council Member Launer stated she would like to be a part of it since she has worked closely along with Council Member Reynosa with TCAG.

A motion was made by Council Member Morales, second by Vice Mayor Longoria, to appoint Mayor Thusu as the "regular" director and Vice Mayor Longoria as the "alternate" director to the Tulare County Regional Transit Agency.

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

A motion was made by Vice Mayor Longoria, second by Council Member Launer, to authorize the City Manager to execute the agreement with TCAG to join the Tulare County Regional Transit Agency.

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

7.3. SUBJECT

Disc Golf Course at KC Park (SH)

RECOMMENDATION

Council approve installation of Disc Golf Course at KC Park.

Director Hurtado presented the installation of Disc Golf course at K/C Vista Park. She explained how the game is played and she presented a conceptual layout. She recommended the Council approve the Disc Golf course at K/C Vista Park.

Council Member Launer said we should also consider installation at Nebraska Park as well.

A motion was made by Vice Mayor Longoria, second by Council Member Morales, approve installation of Disc Golf course at K/C Vista Park.

Ayes: Launer, Longoria, Morales, Thusu

Absent: Reynosa

7.4. SUBJECT

Covid-19 Teleconference Procedures (DJ)

RECOMMENDATION

Council to receive informational update regarding Covid-19 Teleconferencing Procedures for future City Council meetings and provide direction accordingly.

Assistant City Manager James presented information in regard to teleconferencing procedures for future city council meetings in light of the pandemic. He explained early in the pandemic we looked at different platforms to hold Council meetings. Since then, there have been updates to Zoom and he asked the Council their thoughts on the subject.

The Council concurred that they would like to utilize Zoom for future meetings.

City Manager Patlan offered to have the Council meet in the Council Chambers at least until the Council is comfortable with the platform.

8. MAYOR/COUNCIL REPORTS

Council Member Launer congratulated Watts and Hernandez for leading the way to make it possible to receive the \$5.5 million grant to improve the entrances to our city along with the roundabout at Alta/Nebraska. Two major fires going on right now and we cannot forget the people affected. Many animals are being displaced as a result and wondered if there was a way to support those communities.

Council Member Morales agreed with Council Member Launer. He said he was approached by people in north Dinuba and asked if a crosswalk could be placed in the neighborhood.

Council Member Launer said they are interested in doing something about the traffic as there have been two recent fatalities.

Vice Mayor Longoria reminded folks of the distribution that will occur tomorrow by staff at Kennedy School distribution.

Mayor Thusu thanked staff for their work to improve the community.

9. CITY MANAGER COMMUNICATIONS

City Manager Patlan reported that Chief Popovich received an email thanking the police department for their work in the community.

City Manager Patlan stated that staff is geared up to aggressively pursue grants and they take time and patience.

10. CITY STAFF COMMUNICATIONS

Director Hernandez stated that north Dinuba residents live without many of the amenities that we may take for granted such and the grant mentioned by City Manager Patlan will greatly benefit the area. He stated that George Avila and Elva Patino were instrumental and very involved with project. It could not be done without them as well as Crystal Flores, Rolando Garcia and former employee Lourdes Chavez. He thanked them for their hard work.

Chief Popovich said he received an email expressing gratitude to the police department and staff and they also said that defunding the police is completely absurd. The Chief stated he is very thankful to them for the email. An officer was involved this weekend in an accident but no one was injured.

Chief Thompson said department very busy right now with medical and fire calls. He stated that Firefighter Toyota is still involved in the Sequoia fire but expected to return next week.

11. CLOSED SESSION

11.1. Conference with Legal Counsel (LP)

Pursuant to GC 54956.9; Name of Case: City of Dinuba v. Dokken Engineering, Inc., et al. Tulare County Superior Court Case No. 277526.

No action.

11.2. Conference with Real Property Negotiators (DJ)

Pursuant to GC 54956.8, Sale of Real Property; Property: APN(s): 017-040-020, 017-040-024, 017-040-034

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

Under Negotiation: Terms of sale

No action.

11.3. Public Employee Performance Evaluation (LP)

Pursuant to GC Section 54957; Title: City Manager.

The City Council will conduct the City Manager's annual performance evaluation.

No action.

12. ADJOURNMENT

Mayor Thusu adjourned the meeting at 8:25 pm.



City Council Staff Report

Department: FINANCE SERVICES

September 22, 2020

To: Mayor and City Council
From: Margarita Moreno, Administrative Services Director
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.

EXECUTIVE SUMMARY

The City's investment rate increased slightly for the first quarter of the 2019-20 fiscal year. The increase can be attributed to changes in the interest rates. Investment earnings are projected to grow in the coming fiscal year.

OUTSTANDING ISSUES

None.

DISCUSSION

The June 30, 2020 investment report had a managed balance of \$30.5 million with a monthly portfolio earnings rate of 1.09%. The year-to-date rate for 2019-20 (July- June) averaged 1.77%. Key benchmarks and performance statistics for the City's portfolio are shown in Table 1. The City's Managed Investment Summary is enclosed as Attachment 'A'.

Table 1: Managed Portfolio Performance Statistics

Quarter Ending	Portfolio Balance	Monthly Portfolio Rate	2-Year Treasury	Federal Funds Rate
September 2019	\$19.69M	2.26%	1.62%	1.75%
December 2019	\$20.82M	1.94%	1.57%	1.50%
March 2020	\$23.42M	1.78%	0.25%	0.00%
June 2020	\$30.54M	1.09%	0.15%	0.00%
Fiscal Year 2019-20		1.77%		

The Local Agency Investment Fund (LAIF) is an investment option for California's local governments and special districts. LAIF is a part of a pooled investment account that has oversight from the State Treasurer, State Director of Finance, and State Controller. The City invests a portion of its portfolio in LAIF because it is a liquid investment with a competitive yield.

Staff is projecting the LAIF rate to continue to hover near or over 1.30% through the end of the calendar year and well into the new year. Over the past fiscal year the Fed increased the Fed Funds rate. Since the LAIF rate lags the Fed Funds Rate, LAIF rates will continue to rise in the coming fiscal year.

There is another alternative to LAIF, it is the money market deposit account that is offered by Mechanics Bank (Formerly Rabobank). The account is indexed directly to the monthly LAIF rate. Every month Mechanics Bank resets the rate to equal the previous month's LAIF rate. The advantage of the account is that all transactions flow directly into

and out of the City's account with Mechanics Bank. With the LAIF account, the transactions most flow through an intermediary bank. As per state law the funds are collateralized 110%. The City has been able to build reserves that are sufficient to weather the City's cash flow needs due to timing of debt service payments as well as capital expenses.

Cash Summary

The City's cash and investments as of June 30, 2020 are summarized on Table 2. The City's cash and investments total is \$34.82 million. The City's Cash and Investment Summary is enclosed as Attachment 'B'.

Table 2: Cash Summary as of 6/30/20.

Investment Type	Amount (in millions)
LAIF	\$26.88
Money Market Deposit	\$3.66
Trustee Cash & Investment	\$1.47
Banks & Deposits	\$2.81
Total Cash & Investments	\$34.82

The City's investments are allowed by the City's Investment Policy and California Government Code Section 53600 et seq. LAIF funds are highly liquid to meet the City's daily cash flow requirements while maintaining a high degree of safety and a higher rate of return over other suitable liquid investments.

FISCAL IMPACT

None.

PUBLIC HEARING

None.

ATTACHMENTS:

[A: Managed Investments](#)

[B: Cash Summary](#)

Managed Investments 19-20

Sep-19 Type	Value	Interest Rate		
LAIF	19,516,728	2.28%	444,981.40	
PIMMA	170,816	0.20%	341.63	
	<u>\$ 19,687,544</u>		<u>\$ 445,323.03</u>	2.26%
Dec-19 Type	Value	Interest Rate		
LAIF	19,645,341	2.04%	401,354.31	
PIMMA	1,171,132	0.20%	2,342.26	
	<u>\$ 20,816,473</u>		<u>\$ 403,696.58</u>	1.94%
Mar-20 Type	Value	Interest Rate		
LAIF	23,251,190	1.79%	415,498.77	
PIMMA	171,519	0.20%	343.04	
	<u>\$ 23,422,709</u>		<u>\$ 415,841.81</u>	1.78%
Jun-20 Type	Value	Interest Rate		
LAIF	26,871,386	1.22%	327,024.76	
PIMMA	3,671,612	0.20%	7,343.22	
	<u>\$ 30,542,997</u>		<u>\$ 334,367.99</u>	1.09%

CITY OF DINUBA CASH & INVESTMENTS SUMMARY
As of June 30, 2020

<u>INSTITUTION</u>	<u>PURPOSE</u>	<u>BALANCE</u>	<u>TOTAL</u>
<u>CASH IN BANKS</u>			
MECHANICS BANK	A/P, PAYROLL, RECREATION, GOLF	2,769,258	
BANK OF THE SIERRA	POLICE	38,056	
PETTY CASH	VARIOUS DEPTS	7,095	
	<i>Total Cash Deposits</i>		2,814,409
<u>CASH AND INVESTMENTS WITH FISCAL AGENTS (TRUSTEE)</u>			
US BANK	SAFE DRINKING WATER	50,184	
	2012 LEASE REVENUE BONDS	809,016	
	2012 WASTEWATER REVENUE BONDS	605,112	
	2019 WASTEWATER	4,087	
	<i>Total Trustee Deposits</i>		1,468,399
<u>PORTFOLIO INVESTMENTS</u>			
MECHANICS BANK	MONEY MARKET DEPOSIT ACCOUNT	3,671,612	
LOCAL AGENCY INVESTMENT FUND		26,871,386	
	<i>Total Portfolio Investments</i>		30,542,997
	TOTAL CASH AND INVESTMENTS		<u>\$ 34,825,805</u>



City Council Staff Report

Department: FIRE SERVICES

September 22, 2020

To: Mayor and City Council
From: Chad Thompson; Fire Chief
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.

EXECUTIVE SUMMARY

The City of Dinuba, along with the cities of Kingsburg, Selma, Sanger and Coalinga have been utilizing the services of Health Management Associates to collect IGT funds from the federal government for ambulance transport services. This agreement will formalize the cost sharing and between the cities for these important consulting services.

OUTSTANDING ISSUES

None.

DISCUSSION

The City of Dinuba agreed to participate in the state's Intergovernmental Transfer (IGT) program in 2015 to recover costs for ambulance services. Under the IGT program, the City of Dinuba is able to recover un-reimbursable charges for ambulance services from the Medicaid program. The city has received approximately \$1.3 million annually in reimbursement through the IGT program since 2015.

The participating cities have used the consulting firm Health Management Associates to handle the administration process for reimbursements from the state. The firm ensures that the process is diligently followed and deadlines are met in order to qualify for reimbursements.

The cost of Health Management Associates is equally divided amongst the five cities. City of Dinuba's annual share is \$3,000. The cities would like to formalize and extend the contract with Health Management Services in order to continue to receive reimbursements.

A copy of the agreement with Health Management Associates is enclosed herein as Attachment 'A'.

FISCAL IMPACT

The cost of the services are split between the 5 cities. Dinuba's portion of the costs amount to approximately \$3,000 annually. This cost will be funded from the ambulance fund.

PUBLIC HEARING

None.

ATTACHMENTS:

[Attachment 'A' - Health Management Agreement](#)

**HEALTH MANAGEMENT ASSOCIATES SERVICES AGREEMENT
AND
COOPERATIVE AGREEMENT**

This Health Management Associates Services Agreement and Cooperative Agreement ("Agreement") is entered into between the CITY OF COALINGA, CITY OF DINUBA, CITY OF KINGSBURG, CITY OF SANGER, AND CITY OF SELMA (individually "City" and collectively "Cities"), and HEALTH MANAGEMENT ASSOCIATES, INC., a Michigan corporation ("Consultant"). This Agreement shall be effective as of the date of the last City to sign, which shall occur after execution by Consultant ("Effective Date").

RECITALS

A. In order to ensure efficient use of public resources, the Cities have used an informal arrangement whereby services are provided by a consultant for participation in the Voluntary Rate Range Program (VRRP) and applicable Intergovernmental Transfer programs (IGTs) administered within the Medi-Cal program by the California Department of Health Care Services (DHCS). Under this arrangement the Cities have been reimbursing the City of Sanger for the individual City's portion of services provided by a consultant. With the transition of consultant service providers to a new consultant, the Cities desire to formalize the arrangement in this Agreement.

B. The City of Sanger has sought, by issuance of a Request for Proposals, the performance of the services defined and described in this Agreement and as more fully set forth in Exhibit "A" ("Services").

B. Consultant submitted a proposal for performing the requested Services and is engaged in the business of furnishing such Services as a consultant and hereby warrants and represents that it is qualified, licensed, and professionally capable of performing the Services called for in the Request for Proposals and this Agreement.

C. The City of Sanger has selected Consultant to perform the requested Services on the basis of Consultant's demonstrated competence and professional qualifications.

D. The City of Sanger desires to retain Consultant, which is acceptable to the other Cities, and Consultant desires to provide Cities with Services on the terms and conditions as set forth in this Agreement.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, Cities and Consultant agree as follows:

AGREEMENT

1. Scope of Services. Consultant shall perform, to the satisfaction of the Cities in accordance with this Agreement, the Services described in the "Scope of Services and Schedule

of Compensation” set forth in Exhibit “A” hereto and incorporated by reference herein, and as may be revised by mutual agreement of the Parties. Consultant warrants that it is qualified to perform the Services under this Agreement. Consultant shall be familiar with and shall comply with all State and Federal laws and regulations applicable to the work to be performed under this Agreement.

2. Commencement of Services; Term of Agreement and Renewal. The term of this agreement shall begin on the Effective Date and shall continue in effect until June 30, 2022. The Agreement may be extended for an addition of one (1) year for up to and additional total of four (4) years with a written amendment to this Agreement signed by all the parties; however, any City may choose not to renew by providing written of nonrenewal to Consultant and the remaining Cities at least 30 calendar days before any renewal, and thereafter the Agreement shall only be renewed as to remaining Cities and Consultant if otherwise agreed to by Consultant and the City of Sanger. Consultant shall commence the Services upon City of Sanger’s issuance of a written "Notice to Proceed" and shall continue with the Services until Consultant, as determined by City of Sanger, has satisfactorily performed and completed the Services, or until such time as the Agreement is terminated by either Consultant or the Cities in accordance with this Agreement, whichever is earlier.

(a) Community of Personnel. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors assigned to perform the Services under this Agreement. Consultant shall notify the City of Sanger of any changes in Consultant's staff and subcontractors assigned to perform the Services under this Agreement.

(b) Additional Services. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in Exhibit “A,” unless such additional services are authorized in advance and in writing by the City Manager of the City of Sanger after first having obtained approval from the other City Manager(s) from a majority of the Cities. Consultant shall be compensated for any such additional services in the amounts and in the manner agreed to by the City and Consultant.

3. Compensation for Services. Each City, through the City of Sanger consistent with the process described below, shall compensate Consultant for rendering the Services as follows:

(a) Subject to any limitations set forth in this Agreement, Consultant shall receive payment in the amounts specified within Exhibit “A” attached hereto and incorporated herein by reference, but not exceeding the maximum contract amount of Ninety-Thousand Dollars (\$90,000) (“Contract Sum”).

(b) Each month Consultant shall invoice the City of Sanger for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by subcategory), travel, materials, equipment, supplies, and sub-consultant contracts.

(c) The City of Sanger shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement, and distribute the invoice to the remaining Cities for similar review. The invoiced amount shall be paid by the City of Sanger to Consultant within 30 calendar days unless

any City disputes any charges or expenses. If any charges or expenses are disputed, the City of Sanger shall pay the undisputed amount, and notify Consultant of the nature and amount of the disputed charge or expense. The Parties shall seek to resolve the disputed items(s) by mutual agreement.

(d) Each City shall be responsible for paying the City of Sanger for its share of the total invoice amount based on the total number of Cities who were participating in this Agreement at the time the work was performed or the expenses incurred. (Example: If there are five Cities participating in this Agreement during the relevant time period, then each City's payment obligation would be 1/5th of the total invoice amount.) Within 14 calendar days from the sending of the invoice by the City of Sanger to the other Cities for review, each City shall provide any comments it may have regarding whether the work performed and expenses incurred are in compliance with the provisions of this Agreement to the City of Sanger. Failure to provide a timely response contesting either the work performed or expenses incurred may be treated by the City of Sanger as those invoice items not being contested or undisputed. The City of Sanger shall then invoice each City for its share of the total invoice amount submitted by the Consultant. Each City shall then pay the City of Sanger within 30 calendar days. Amounts failed to be timely paid by any City shall accrue interest at three percent per annum payable to the City of Sanger.

4. Independent Contractor Status. Consultant and its subcontractors shall perform the Services as independent contractors and not as officers, employees, agents or volunteers of the Cities. Nothing contained in this Agreement shall be deemed to create any contractual relationship between the Cities and Consultant's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Consultant's employees or subcontractors, any claim or right of action against the Cities.

5. Standard of Care. Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement. Consultant represents that to the extent Consultant utilizes subcontractors, such subcontractors are, and will be, qualified in their fields. Consultant also expressly represents that both Consultant and its subcontractors, if any, are now, and will be throughout their performance of the Services under this Agreement, properly licensed or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement. Consultant and its subcontractors, if any, shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with and keep themselves informed of all applicable laws and regulations.

6. Identity of Subcontractors and Sub-Consultants. Consultant shall, before commencing any work under this Agreement, provide to the City of Sanger in writing: (a) the identity of all subcontractors and sub-consultants (collectively referred to as "subcontractors"), if any, Consultant intends to utilize in Consultant's performance of this Agreement; and (b) a detailed description of the full scope of work to be provided by such subcontractors. Consultant shall only employ subcontractors pre-approved by City of Sanger and in no event shall Consultant replace

an approved subcontractor without the advance written permission of City of Sanger, with the understanding that City of Sanger's permission will not be unreasonably withheld. Notwithstanding any other provisions in this Agreement, Consultant shall be liable to the Cities for the performance of Consultant's subcontractors.

7. Subcontractor Provisions. Consultant shall include in its written agreements with its subcontractors, if any, provisions which: (a) impose upon the subcontractors the obligation to provide to the Cities the same insurance and indemnity obligations that Consultant owes to the Cities; (b) make clear that the Cities intend to rely upon the reports, opinions, conclusions and other work product prepared and performed by subcontractors for Consultant; and (c) entitle the Cities to impose upon subcontractors the assignment rights found elsewhere in this Agreement.

8. Power to Act on Behalf of City. Consultant shall not have any right, power, or authority to create any obligation, express or implied, or make representations on behalf of any City except as may be expressly authorized in advance in writing from time to time by that City and then only to the extent of such authorization.

9. Record Keeping; Reports. Consultant shall keep complete records showing the type of Services performed. Consultant shall be responsible and shall require its subcontractors to keep similar records. Each City shall be given reasonable access to the records of Consultant and its subcontractors relating to that City for inspection and audit purposes. Consultant shall provide each City with a working draft of all reports and five (5) copies of all final reports prepared by Consultant under this Agreement for that City.

10. Ownership and Inspection of Documents. All data, tests, reports, documents, conclusions, opinions, recommendations and other work product generated by or produced for Consultant or its subcontractors in connection with the Services, regardless of the medium, including physical drawings and materials recorded on computer discs ("Work Product"), shall be and remain the property of the City for whom the work was performed. That City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon any City's request, Consultant shall make available for inspection and copying all such Work Product and all Work Product shall be turned over to the City promptly at City's request or upon termination of this Agreement as to that City, whichever occurs first. Consultant shall not release any Work Product to third parties without prior written approval of the City Manager of the City for which the Services were provided. The City Manager for the City of Sanger may require the release of any Work Product by Consultant, and may use the same, without restriction. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.

11. Confidentiality. All data, reports, conclusions, opinions, recommendations and other work product prepared and performed by and on behalf of Consultant in connection with the Services performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to the Cities or any City, unless otherwise provided by law or expressly authorized by the Cities or any City. Consultant shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services, except to its agents, employees, affiliates, and subcontractors who need such confidential information in order to properly perform

their duties relative to this Agreement. Consultant shall also require its subcontractors to be bound to these confidentiality provisions.

12. City Name and Logo. Consultant shall not use any City's name or insignia, photographs relating to projects for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of that City.

13. Conflicts of Interest. Consultant warrants that neither Consultant nor any of its employees have an interest, present or contemplated, in the Services. Consultant further warrants that neither Consultant nor any of its employees have real property, business interests or income that will be affected by the Services. Consultant covenants that no person having any such interest, whether an employee or subcontractor shall perform the Services under this Agreement. During the performance of the Services, Consultant shall not employ or retain the services of any person who is employed by the Cities or a member of any City Board or Commission. The Cities understand and acknowledges that Consultant may, as of the date of execution of this Agreement, be independently involved in the performance of similar for other governmental agencies and private parties. Consultant is unaware of any stated position of the Cities relative to such projects. Any future position of a City on such projects shall not be considered a conflict of interest for purposes of this section. Each City understands and acknowledges that Consultant may, perform similar services for other governmental agencies and private parties under this Agreement, and any such service shall not be considered a conflict of interest for purposes of this section.

14. Non-liability of Officers and Employees. No officer or employee of any City shall be personally liable to Consultant, or any successors in interest, in the event of a default or breach by that City for any amount which may become due Consultant or its successor, or for any breach of any obligation under the terms of this Agreement.

15. Cities' Right to Employ Other Consultants. This Agreement is non-exclusive with Consultant. The Cities reserves their right to employ other consultants in connection with the Services.

16. Termination of Agreement. This Agreement shall terminate upon completion of the Services, or earlier pursuant to the following.

a. Termination: Without Cause. This Agreement may be terminated by the City of Sanger or Consultant at its discretion upon thirty (30) days prior written notice to the other party and the remaining Cities.

b. Termination by City of Sanger or Consultant: For Cause. Either the Consultant or City of Sanger may terminate this Agreement upon twenty (20) days prior written notice to the other party of a material breach, and a failure to cure within that time period.

c. Compensation to Consultant Upon Termination. In the event termination is

not due to fault attributable to Consultant and provided all other conditions for payment have been met, Consultant shall be paid compensation for services performed prior to notice of termination. As to any phase partially performed but for which the applicable portion of Consultant's compensation has not become due, Consultant shall be paid the reasonable value of its services provided. However, in no event shall such payment when added to any other payment due under the applicable part of the work exceed the total compensation of such part as specified in Section 3 herein. In the event of termination due to Consultant's failure to perform in accordance with the terms of this Agreement through no fault of the Cities, the Cities (through the City of Sanger) may withhold an amount that would otherwise be payable as an offset to Cities' damages caused by such failure.

d. Effect of Termination. Upon receipt of a termination notice (or completion of this Agreement), Consultant shall: (i) promptly discontinue all Services affected (unless the notice directs otherwise); and (ii) deliver or otherwise make available to any remaining participating Cities, without additional compensation, all data, documents, procedures, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process. Following the termination of this Agreement for any reason whatsoever, the Cities shall have the right to utilize such information and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Agreement by Consultant. Consultant may not refuse to provide such writings or materials for any reason whatsoever.

17. Insurance. Consultant shall obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "B" attached hereto and incorporated herein by this reference as to each City. All insurance policies shall be subject to City of Sanger approval as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Consultant shall provide the City of Sanger with copies of required certificates of insurance upon request.

18. Indemnity and Defense. Consultant hereby agrees to indemnify, defend and hold the Cities and each of them, their officials, officers, employees, agents, and volunteers harmless from and against all claims, demands, causes of action, actions, damages, losses, expenses, and other liabilities, (including without limitation reasonable attorney fees and costs of litigation) of every nature arising out of the acts, errors, or omissions constituting negligence, gross negligence, willful misconduct or fraud of Consultant or its subcontractors relating to the performance of Services described herein. Consultant's duty to defend and indemnify the Cities shall not extend to injuries or damages that are the result of the Cities' sole negligence or willful misconduct.

Consultant's duty to defend shall immediately arise when a claim is asserted and/or a lawsuit is initiated against the Cities or any City arising out of or occurring in connection with the acts, errors, or omissions constituting negligence, gross negligence, fraud or willful misconduct of Consultant or its subcontractors relating to the performance of Services described herein and regardless of whether others may owe the Cities or any City a duty of defense and/or indemnity. Consultant and Cities agree that said indemnity and defense obligations shall survive the expiration

or termination of this Agreement for any items specified herein that arose or occurred during the term of this Agreement for a period of two (2) years.

In no event shall any Party's total liability under this Agreement exceed two hundred thousand dollars (\$200,000). Furthermore, in no event shall any Party be liable to the other for indirect, consequential, special or liquidated damages.

19. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Consultant without the prior written consent of City of Sanger. In the event of an assignment to which the City of Sanger has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Consultant shall not assign the payment of any monies due Consultant from any City under the terms of this Agreement to any other individual, corporation or entity. The Cities retain the right to pay any and all monies due Consultant directly to Consultant.

20. Form and Service of Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by certified mail, postage prepaid and return receipt requested, addressed as follows:

To Cities:

Tim Chapa
City Manager
City of Sanger
1700 Seventh Street
Sanger, CA 93657

To Consultant:

Jeffrey M. DeVries,
Contract Director
Health Management Associates, Inc.
120 N. Washington Square, Suite 705
Lansing, MI 48933

To an individual City:

City of Sanger:

Tim Chapa, City Manager
City of Sanger
1700 Seventh Street
Sanger, CA 93657

City of Coalinga:

Marissa Trejo, City Manager
City of Coalinga
155 West Durian
Coalinga, CA 93210

City of Kingsburg:

Alexander Henderson, City Manager
City of Kingsburg
1401 Draper St
Kingsburg, CA 93631

City of Dinuba:

Luis Patlan, City Manager
City of Dinuba
405 E. El Monte Way
Dinuba, CA 93618

City of Selma:

Teresa Gallavan, City Manager
City of Selma
1710 Tucker St
Selma, CA 93662

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, or if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

21. Entire Agreement. This Agreement, including the attachments, represents the entire Agreement between Cities and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both Cities and Consultant.

22. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

23. Authority. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities.

24. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the Parties will negotiate in good faith to modify any invalidated provisions to preserve each Party's anticipated benefits.

25. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by City and Consultant in the County of Fresno, California. Consultant shall perform the Services required under this Agreement primarily in the County of Fresno, California, as well Tulare County, California. Thus, in the event of litigation, the Parties agree venue shall only lie with the appropriate state or federal court in Fresno County.

26. Attorney's Fees. If any 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 in such proceeding or action shall be entitled to recover from the other party its reasonable attorneys' fees and legal expenses.

27. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the Parties hereto. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of any Party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

28. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

29. Execution in Counterparts. This Agreement may be executed in counterparts, including by electronically transmitted signature such as by facsimile or email, such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

30. Non-Discrimination. Consultant shall not discriminate on the basis of any protected class under federal or State law in the provision of the Services or with respect to any Consultant employees or applicants for employment. Consultant shall ensure that any subcontractors are bound to this provision. A protected class, includes, but is not necessarily limited to race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

31. Compliance with All Laws. In providing the services required under this Agreement, Consultant shall at all times comply with all applicable laws of the United States, the State of California, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

NOW, THEREFORE, the Cities and Consultant have executed this Agreement on the date(s) set forth below.

HEALTH MANAGEMENT
ASSOCIATES, INC.

CITY OF SANGER

By: _____
Kelly Johnson, Vice President

By: _____
Tim Chapa, City Manager

Date: _____

Date: _____

APPROVED AS TO FORM

Hilda Cantu Montoy, City Attorney

[Signatures continued on next page]

CITY OF COALINGA

By: _____
Marissa Trejo, City Manager

Date: _____

APPROVED AS TO FORM

, City Attorney

CITY OF KINGSBURG

By: _____
Alexander Henderson, City Manager

Date: _____

APPROVED AS TO FORM

, City Attorney

CITY OF DINUBA

By: _____
Luis Patlan, City Manager

Date: _____

APPROVED AS TO FORM

, City Attorney

CITY OF SELMA

By: _____
Teresa Gallavan, City Manager

Date: _____

APPROVED AS TO FORM

, City Attorney

Attachments:

Exhibit A: Scope of Services and Schedule of Compensation

Exhibit B: Insurance

EXHIBIT A

SCOPE OF SERVICES AND SCHEDULE OF COMPENSATION

I. Services

Consultant shall respond to requests from the Cities or any City regarding participation in the Voluntary Rate Range Program (VRRP) and applicable Intergovernmental Transfer programs (IGTs) administered within the Medi-Cal program by the California Department of Health Care Services (DHCS). Areas of assistance include but are not limited to:

(a) Helping the Cities understand VRRP, the IGT process, and the documents used to transact an IGT in order to make informed decisions on whether to participate in VRRP and if so, how to participate.

(b) Contacting DHCS and the relevant Health Plans to participate in VRRP, calculating the value of the IGT and the dollar amounts involved at each step of the process, and submitting Attachment B's and Letters of Interest once DHCS is ready to receive them.

(c) Consultant shall work with DHCS on behalf of City, and the Cities to resolve any questions and troubleshoot issues that arise.

(d) Consultant shall assist the Cities and their respective staff to ensure all documents are correctly prepared for participation in the IGT program, and work with the relevant Health Plans to meet the DHCS timelines.

II. Schedule of Compensation

Subject to the maximum Contract Sum set forth in Section 3(a), Consultant shall provide services to Cities at the following hourly rates or task amounts:

(a) The Cities will pay Consultant \$295.00 an hour for its work under this Agreement.

EXHIBIT B

INSURANCE

A. Insurance Requirements

- i. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Consultant's general liability policies shall be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that each City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required.
- ii. Any failure to comply with reporting provisions of the policies by Consultant shall not affect coverage provided for each City.
- iii. Coverage shall state that Consultant insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.
- iv. Coverage shall contain a waiver of subrogation in favor of each City.

B. Business Automobile Liability

- i. Consultant shall provide auto liability coverage for owned, non-owned, and hired autos using ISP Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than two million dollars (\$2,000,000) per accident.

C. Workers' Compensation and Employers' Liability

- i. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employers' Liability Insurance with limits of at least one million dollars (\$1,000,000). Consultant shall submit to each City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of each City, its officers, agents, employees, and volunteers.

D. All Coverages

- i. Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

- ii. All self-insurance, self-insured retentions, and deductibles must be declared and approved by each City with regarding to that City's coverage.
- iii. Evidence of Insurance – Prior to commencement of work, the Consultant shall furnish each City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Consultant must agree to provide complete, certified copies of all required insurance policies of requested by each City regarding that City's coverage.
- iv. Acceptability of Insurers – Insurance shall be placed with insurers admitted in the State of California with an AM Best rating of A- VII or higher.



City Council Staff Report

Department: CITY MANAGER'S OFFICE

September 22, 2020

To: Mayor and City Council
From: Luis Patlan, City Manager
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.

EXECUTIVE SUMMARY

The City Council completed the annual performance evaluation for the City Manager. Mr. Patlan has served as City Manager since July 2015. The City Council is proposing to extend Mr. Patlan's employment contract for an additional five (5) years.

OUTSTANDING ISSUES

None.

DISCUSSION

Council conducted Luis Patlan's annual performance evaluation on September 8, 2020. The Council was pleased with Mr. Patlan's performance and agreed to a new five-year employment contract effective July 6, 2021 through July 6, 2026. The terms and conditions of the Agreement remain unchanged.

The City Council has completed the annual evaluation of Mr. Patlan's performance as City Manager and has agreed to a new Employment Agreement for Mr. Patlan for an additional five years. The terms of compensation and benefits remain unchanged. Mr. Patlan is in agreement with the new contract.

Mr. Patlan submitted a memorandum to the City Council highlighting accomplishment for the past year enclosed as Attachment 'A'. Despite the Covid-19 pandemic, the city has and continues to make progress on a host of projects.

The Employment Agreement is enclosed as Attachment 'A'.

FISCAL IMPACT

None.

PUBLIC HEARING

None.

ATTACHMENTS:

- [A. City Manager Memo - 2019/2020 Highlights](#)
- [B. City Manager Employment Agreement](#)

Memorandum

To: Mayor and City Council

From: Luis Patlan, City Manager

Date: September 4, 2020

Re: Annual Performance Evaluation

The past year has been very productive for the City of Dinuba. With the City Council's leadership, much has been accomplished and progress is being made on a host of projects. However, the last six months have been unprecedented due to the Covid-19 pandemic. The virus has upended lives, shuttered businesses, impacted traditional in-person schooling, caused widespread unemployment, and a slowdown in the U.S. and California economy.

The mid- to long-term impacts of the pandemic are unknown as we continue to experience high rates of positivity locally, across the state and the nation. The hope is that through collective mask wearing and social distancing we can help stem the spread of the virus and save lives while a vaccine is developed or therapeutics are created to help combat the symptoms of the virus. The upcoming winter months and flu season will put added pressure on us all to protect ourselves, our family and friends.

Despite the pandemic, the City has made progress during these uncertain times as reflected in the highlights below. Although much work remains to be done, we continue to focus on implementing the Council's goals.

Fiscal Health

- Balanced General Fund with a projected surplus of approximately \$400,000 for FY 2020/21
- Increased General Fund reserves from \$2.8 million in 2018 to a projected \$6.0 million in 2020
- Sewer, Water and Disposal funds balanced
- Entered into new 5-Year contract with Kemper Sports for the ongoing management of the Ridge Creek Golf Course, Three Finger Jack's Restaurant and Event Center
- Approximately \$10 million in grants for various capital projects

Developments

- United Health Centers Medical and Urgent Care Clinic completed and open
- Final phase of Ridge Creek Estates in progress
- Final phase of Autumn Gate in progress
- Marques Homes subdivision completed
- New Urgent Care Clinic at NWC of Arkona and El Monte Way under construction
- New retail buildings in the downtown under construction

Infrastructure

- Kamm and Green Bulbouts safety project completed
- Kern Street Storm Drain Project under construction (\$3M CDGB Grant)
- College Avenue Rail Crossing Improvements under construction
- New Well #21 in progress
- Funds budgeted in FY 2020/21 for a third clarifier at the Wastewater Treatment Plant
- Nebraska Avenue street improvements under construction as part of Autumn Gate subdivision

Parks

- Funds budgeted in FY 2020/21 for shade structures over playgrounds at KC, Muirfield and Nebraska Parks
- Funds budgeted in FY 2020/21 for new restrooms at Entertainment Plaza
- New walkway and sidewalks installed at Roosevelt Park by CSET and city crews
- Alta District Board provided \$8,000 grant to replace HVAC in Senior kitchen
- Funds budgeted to replace HVAC system at Dinuba Senior Center social hall
- Preparation of the Parks and Recreation Master Plan in progress

Vehicle and Equipment

- Authorized architect to completed drawings and improvement plans for second Fire Station
- Purchased 2 new animal controls trucks, 2 detective vehicles and 3 patrol cars
- Purchased new hydro-excavator for public works
- Funds budgeted in FY 2020/21 to purchase 1 new ambulance

Planning

- Completed 5-Year (2019-2024) Transit Development Plan for the DART System
- Preparing Ridge Creek Pedestrian and Bike Trail Study with \$30,000 grant from TCAG
- Preparing Roundabout Feasibility Study with \$40,000 grant from TCAG
- Preparing General Plan Update focused on land uses around new high school with \$160,000 Prop. 1 Planning Grant
- Preparing Water Remediation Investigation and Feasibility Study with \$1.7 million Prop. 1 Planning Grant

Information Technology Improvements

- Implemented an employee workstation replacement program with 19 new workstations purchased
- Replaced 31 Mobile Data Terminals in all police vehicles
- Upgraded agenda manager system to allow for live video streaming
- Subscribed to Endpoint Security Platform to protect city's network from cybersecurity (Ransomware) attacks

Personnel

- Funds budgeted in FY 2020/21 to backfill one (1) police officer position
- Funds budgeted in FY 2020/21 to hire three (3) non-fire suppression paramedics
- Funds budgeted in FY 2020/21 for one (1) FT Maintenance Workers in Public Works and 1 FT Maintenance Worker in Parks
- Ismael Hernandez, Daniel James and Maria Alaniz completed their bachelor's degree

- 6 other employees are pursuing their bachelor's degrees
- Successfully concluded labor negotiations with all bargaining grounds

Looking Ahead

There are several challenges and opportunities that will need to be addressed in the months and years to come. These include:

- Redistricting Council wards following the 2020 Census (2021)
- Prepare Utility Rate Study for the next 5 years (2021)
- Police Parking Lot Expansion to begin construction in 2021
- Potential residential subdivision on 15 acres south of Mercantile Row Shopping Center
- Decision on the construction of second Fire Station
- Construction of new high school planned for 2022
- Final phase of Sierra Village Apartments on Davis and Crawford
- Resubmitting Prop. 68 grant application for the Viscaya Neighborhood Park
- Awaiting award of CDBG grant funds for the Griggs Neighborhood Improvements

Conclusion

The City has a strong management team focused on implementing the Council's goals, providing the highest level of customer service, planning for the future, and ensuring that employees are given the resources and training they need to carry out their functions. Special thanks to all city employees who work day-in and day-out to improve the community's quality of life.

My sincerest thank you and appreciation for giving me the opportunity to serve as City Manager. Your commitment to the goals you established has been key to the organizations effectiveness. My mission is to continue to provide effective, responsive and transparent leadership to the City Council, the organization and the community. My hope is that we can continue to work together as a team to better serve the citizens of Dinuba. Looking forward to your input and feedback on my overall performance.

EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into this __ day of _____, 2020, by and between the CITY OF DINUBA, hereinafter called “Employer” and LUIS PATLAN, hereinafter called “Employee”, both of whom understand as follows:

WITNESSETH:

WHEREAS, Employer desires to employ the services of Employee as City Manager of the City of Dinuba, as provided by the as provided by Chapters 2.04 and 2.05 of the Dinuba Municipal Code and Article II, Section 2.08 and Article III of the Charter; and

WHEREAS, it is the desire of the Employer to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, Employee desires to be employed as City Manager of said City;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. DUTIES

Employer hereby agrees to employ Employee as City Manager of said City to perform the functions and duties specified in the Dinuba Municipal Code and Dinuba City Charter, and to perform other legally permissible and proper duties and functions as the City Council shall from time to time assign.

SECTION 2. TERM

A. The term of this Agreement shall be for five (5) years commencing on July 6, 2021 and terminating five (5) years thereafter, unless otherwise extended by the parties.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to terminate the services of Employee at any time, subject only to the provisions set forth in Chapters 2.04 and 2.05 of the Dinuba Municipal Code and Article III of the Charter.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from his position with Employer.

D. In the event Employee voluntarily resigns his position with Employer before expiration of the aforesaid term of his employment, the Employee shall give Employer a thirty (30) day notice in advance, unless the parties agree otherwise.

E. During the term of this agreement the City Council and each of individual members shall not unduly interfere with the Employee's performance of his duties herein and shall comply with Chapters 2.04 and 2.05 of the Dinuba Municipal Code and Article II, Section 2.08 and Article III of the Charter.

SECTION 3. SALARY

A. Employer agrees to pay Employee for his services rendered pursuant hereto, an annual base salary of \$143,904.00 payable in installments at the same time other employees of the Employer are paid. Employer agrees to provide COLA and other benefit increases equal to that provided other department heads at the same time.

B. In addition, Employer may increase said base salary and/or other benefits of Employee on the basis of a mandatory six (6) month and mandatory annual performance and salary review of said Employee. Employee may receive an increase of 5.0% of base salary at the (6) month review to \$151,104 and an increase of 5.0% at twelve (12) months after the first annual review to \$158,659 if Employee's performance merits increase. Thereafter, Employee shall be evaluated by the City Council on an annual basis and may receive a 5% merit increase if Employee's performance merits increase until the top step in the pay range is reached or unless the position is reclassified at a higher pay range.

C. In the event that Employer fails to evaluate Employee, then Employee's performance shall be deemed satisfactory and the Employee would receive a merit increase within the range of the position and the employment agreement shall be automatically extended for another one (1) year term.

D. Employee shall be deemed to be an exempt managerial employee and not subject to any overtime compensation under the Fair Labor Standards Act.

E. Employee shall be entitled to any cost of living adjustments to base pay as provided across the board for all employees of the Employer.

SECTION 4. RELOCATION BENEFITS

Should the Employee relocate his principal residence to the City of Dinuba then Employer shall provide relocation assistance up to the amount of \$2,500.00.

SECTION 5. AUTOMOBILE

A. Employer shall provide Employee an automobile allowance in the amount of \$450.00 monthly, or \$5,400 per year, for the use of Employee's personal automobile when conducting City business within a forty (40) mile radius of the City of Dinuba.

B. A City vehicle may be made available for official travel beyond the 40 mile radius of the City. Employee shall provide to the City a Certificate of Insurance showing comprehensive automobile liability coverage in at least the following amounts:

1. \$50,000 property damage;
2. \$500,000 per person; and
3. \$1,000,000 per occurrence.

C. Employee shall be personally responsible for the purchase and maintenance of the insurance policy required herein and shall annually provide to Employer the required Certificate, and it shall be understood that the insurance required herein shall be primary and cannot be canceled without giving the City of Dinuba thirty days advance written notice.

D. Employee shall have the option to convert and apply auto allowance to base pay at any time during the term of this agreement.

SECTION 6. SEVERANCE PAY

If Employee is terminated by the City Council at any time during the term of this Agreement while still willing and able to perform the duties of city manager, the Employer agrees to pay employee, in addition to any other amounts that may be due employee at the time of separation, a lump sum cash payment equivalent to six (6) months aggregate salary. In the event the employee is terminated because of misconduct, which the Employer determines is materially related to Employee's performance of official duties, the Employer shall have no obligation under this Agreement to provide any severance payment.

SECTION 7. DUES AND SUBSCRIPTIONS

Employer agrees to budget and to pay for the professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the Employer.

SECTION 8. PROFESSIONAL DEVELOPMENT

A. Employer hereby agrees to budget for and to pay the travel and subsistence expenses of Employee for professional and official travel, and meetings necessary and desirable to continue the professional development of Employee and to adequately pursue necessary official and other functions for Employer, including, but not limited to, those of the League of California Cities, California City Manager Foundation, and such other national, regional, state and local governmental groups and committees thereof of which Employee serves as a member.

B. Employer also agrees to budget and to pay for the travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the City.

SECTION 9. GENERAL EXPENSES

A. Employer recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Employee, and hereby agrees to reimburse or to pay said necessary and actual expenses as authorized by the budget.

B. Employer shall provide a cell phone to the employee to use for City business. With City Council approval the City will pay to Employee actual costs up to \$75.00 per month for cell phone expense for use of Employee's personal cell phone for City business.

C. Employer shall provide Employee an iPad for City-related business.

SECTION 10. BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 11. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Employee acknowledges that the position is at will and Employee serves at the will and pleasure of the City Council.

B. The City Council shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City ordinances or any other law.

C. Employer shall provide Employee paid Holidays as follows:

1. New Year's Day;
2. Martin Luther King's Birthday;
3. President's Day;
4. Memorial Day;
5. Independence Day;
6. Labor Day;
7. Veteran's Day;
8. Thanksgiving Day;
9. Day after Thanksgiving;
10. Christmas Eve;
11. Christmas Day; and
12. Two Floating Holidays.
13. Ten (10) vacation days, annually.
14. Eleven (11) Administrative leave days annually
15. Thirteen (13) sick days annually.

D. Employee shall receive health, dental and vision benefits for Employee and his dependents. There is a monthly employee contribution for the PPO plan of \$64.97 in FY2014/2015 and will increase to 65.49 in FY2015/2016; there is no cost for the EPO plan. Dental and Vision coverage is \$43.80 in FY2014/2015 and \$52.49 in FY2015/2016. Employee participation costs may increase in subsequent years. Additionally, Employee shall receive a Universal Life Insurance policy in the amount of \$100,000 at no cost to the Employee.

E. The City of Dinuba participates in the PERS retirement system. Employee is responsible for paying an amount equal to four (4) percent of the Employee's current salary and increasing by two (2) percent each year cumulatively but not to exceed eight (8) percent; the Employer is responsible for paying the balance of the PERS contribution. Employer shall also pay into an approved deferred compensation fund for the benefit of the Employee an amount equal to four and one half (4.5) per cent of base salary per year.

F. Employee shall not teach, consult or perform other non-City connected business or employment without the express prior approval of the Council. If the Council approves of the Employee's non-City connected business or employment and, if at any time, the Council makes a determination that said non-City connected business or employment is conflicting with Employees duties to the City, then the Employee agrees that the Employee will cease and desist such non-City connection business or employment.

G. Employee is an exempt employee but is expected to engage in those hours of work that are necessary to fulfill the obligations of the employee's position. The Employee does not have set hours of work as the employee is expected to be available at all times.

H. It is recognized that Employee must devote a great deal of time to the business of the city outside of the city's customary office hours and to that end the Employee's schedule of work each day and week vary in accordance with the work required to be performed. Employee shall spend sufficient time on site at city hall to perform Employee's duties; however, the Employer has discretion over Employee's work schedule and work location.

SECTION 12. NO REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to a degree of such a reduction across the board for all employees of the Employer.

SECTION 13. NOTICES

A. Notices pursuant to this Agreement shall be given by deposit in the United States Postal Service, postage prepaid, addressed as follows:

Employer:
Mayor
City of Dinuba
405 E El Monte Way Dinuba, CA 93618

Employee:
Luis Patlan
1905 E. Stroud Avenue
Kingsburg, CA 93630

B. Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as applicable to civil judicial process. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the United States Postal Service.

SECTION 14. GENERAL PROVISIONS

A. The text herein shall constitute the entire agreement between the parties.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

C. This Agreement shall become effective commencing the first day that Employee renders service.

D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

E. This Agreement can only be amended and modified by written agreement executed by both parties.

IN WITNESS WHEREOF, the parties have set their hands as follows.

CITY OF DINUBA
Employer

LUIS PATLAN
Employee

Kuldip Thusu, Mayor

Luis Patlan

Date: _____

Date: _____



City Council Staff Report

Department: CITY MANAGER'S OFFICE

September 22, 2020

To: Mayor and City Council
From: Maggie Moreno, Administrative Services Director
By: Linda Barkley, City Clerk
Subject: Warrant Register September 11, 18, 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 09.11.2020](#)

[WR 09.28.2020](#)



Accounts Payable Invoice Report

Payment Date Range 09/07/20 - 09/11/20
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 1599 - Adventist Health Toxicology									
1267	PD - August 2020 - Lab Services	Paid by Check #27155		09/01/2020	09/11/2020	09/11/2020		09/11/2020	523.00
		Vendor 1599 - Adventist Health Toxicology Totals				Invoices	1		\$523.00
Vendor 1229 - Sergio Armando Alvarado									
912020 ALVARADO	PC MEETING SEPTEMBER 1, 2020	Paid by Check #27156		09/01/2020	09/11/2020	09/11/2020		09/11/2020	25.00
		Vendor 1229 - Sergio Armando Alvarado Totals				Invoices	1		\$25.00
Vendor 17 - AT&T									
55959606497/20	PW	Paid by Check #27159		07/26/2020	09/11/2020	09/11/2020		09/11/2020	1,189.87
93910547418/20	PW	Paid by Check #27157		08/11/2020	09/11/2020	09/11/2020		09/11/2020	278.40
55959606498/20	PW	Paid by Check #27158		08/26/2020	09/11/2020	09/11/2020		09/11/2020	789.94
		Vendor 17 - AT&T Totals				Invoices	3		\$2,258.21
Vendor 289 - AT&T Mobility LLC									
2872350721998/20	Council	Paid by Check #27160		08/16/2020	09/11/2020	09/11/2020		09/11/2020	84.72
2870151847348/20	August 2020	Paid by Check #27161		08/16/2020	09/11/2020	09/11/2020		09/11/2020	88.24
2872932128688/20	PW	Paid by Check #27162		08/16/2020	09/11/2020	09/11/2020		09/11/2020	283.53
		Vendor 289 - AT&T Mobility LLC Totals				Invoices	3		\$456.49
Vendor 1103 - Bauer Compressors, Inc.									
0000270690r	Masks/Cartridges	Paid by Check #27163		06/26/2020	09/11/2020	09/11/2020		09/11/2020	800.35
		Vendor 1103 - Bauer Compressors, Inc. Totals				Invoices	1		\$800.35
Vendor 1393 - Estevan Benavides									
912020 BENAVIDES	PC MEETING SEPTEMBER 1, 2020	Paid by Check #27164		09/01/2020	09/11/2020	09/11/2020		09/11/2020	25.00
		Vendor 1393 - Estevan Benavides Totals				Invoices	1		\$25.00
Vendor 1069 - Bobcat of Fresno									
P78648	REPAIR PARTS FOR T 10	Paid by Check #27165		05/14/2020	09/11/2020	09/11/2020		09/11/2020	812.04
		Vendor 1069 - Bobcat of Fresno Totals				Invoices	1		\$812.04
Vendor 116 - BSK Analytical Laboratories									
AD16511	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #27166		08/18/2020	09/11/2020	09/11/2020		09/11/2020	126.00
		Vendor 116 - BSK Analytical Laboratories Totals				Invoices	1		\$126.00
Vendor 1201 - Alberto Cendejas II									
912020 CENDEJAS	PC MEETING SEPTEMBER 1, 2020	Paid by Check #27167		09/01/2020	09/11/2020	09/11/2020		09/11/2020	25.00
		Vendor 1201 - Alberto Cendejas II Totals				Invoices	1		\$25.00
Vendor 215 - Chad's Auto Glass									
74737	REPAIRS TO P 05	Paid by Check #27168		08/26/2020	09/11/2020	09/11/2020		09/11/2020	150.00
		Vendor 215 - Chad's Auto Glass Totals				Invoices	1		\$150.00



Accounts Payable Invoice Report

Payment Date Range 09/07/20 - 09/11/20
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 240 - Clean Cut Landscape Management Inc.									
2677	August 2020	Paid by Check #27169		08/31/2020	09/11/2020	09/11/2020		09/11/2020	16,799.00
		Vendor 240 - Clean Cut Landscape Management Inc. Totals				Invoices	1		<u>\$16,799.00</u>
Vendor 1419 - Collins & Schoettler Planning Consultant, Inc.									
1050	Collins Schoettler	Paid by Check #27170		06/02/2020	09/11/2020	09/11/2020		09/11/2020	2,640.00
		Vendor 1419 - Collins & Schoettler Planning Consultant, Inc. Totals				Invoices	1		<u>\$2,640.00</u>
Vendor 170 - Comcast									
0136611 08262020	PD - 09/01/2020 - 09/30/2020	Paid by Check #27171		08/26/2020	09/11/2020	09/11/2020		09/11/2020	54.55
		Vendor 170 - Comcast Totals				Invoices	1		<u>\$54.55</u>
Vendor 910 - Timothy S. Conklin									
912020 CONKLIN	PC MEETING SEPTEMBER 1, 2020	Paid by Check #27172		09/01/2020	09/11/2020	09/11/2020		09/11/2020	25.00
		Vendor 910 - Timothy S. Conklin Totals				Invoices	1		<u>\$25.00</u>
Vendor 1647 - Conservation Technix Inc.									
923	Fy 20/21-City of Dinuba Parks Master Plan work for Aug, 2020	Paid by Check #27173		09/01/2020	09/11/2020	09/11/2020	09/08/2020	09/11/2020	5,175.00
		Vendor 1647 - Conservation Technix Inc. Totals				Invoices	1		<u>\$5,175.00</u>
Vendor 341 - Dinuba Tires LLC									
72132	M734 Repair	Paid by Check #27174		09/04/2020	09/11/2020	09/11/2020		09/11/2020	20.00
72122	TIRES FOR BUS 7	Paid by Check #27174		08/28/2020	09/11/2020	09/11/2020		09/11/2020	700.00
		Vendor 341 - Dinuba Tires LLC Totals				Invoices	2		<u>\$720.00</u>
Vendor 69 - Don's Shoes									
10948	BOOT ALLOWANCE - BRANDO ENRIQUEZ	Paid by Check #27175		09/02/2020	09/11/2020	09/11/2020		09/11/2020	161.67
		Vendor 69 - Don's Shoes Totals				Invoices	1		<u>\$161.67</u>
Vendor 867 - Electric Motor Shop									
F-SI85457	REPAIR PART FOR FIRE DEP	Paid by Check #27176		08/18/2020	09/11/2020	09/11/2020		09/11/2020	11.31
		Vendor 867 - Electric Motor Shop Totals				Invoices	1		<u>\$11.31</u>
Vendor 1558 - EMD Networking Services, Inc.									
106650	Repairs	Paid by Check #27177		08/05/2020	09/11/2020	09/11/2020		09/11/2020	1,390.97
		Vendor 1558 - EMD Networking Services, Inc. Totals				Invoices	1		<u>\$1,390.97</u>
Vendor 280 - Entersect									
820EP31191	PD - August 2020 Service	Paid by Check #27178		08/31/2020	09/11/2020	09/11/2020		09/11/2020	100.00
		Vendor 280 - Entersect Totals				Invoices	1		<u>\$100.00</u>
Vendor 1200 - Linda Faust									
912020 FAUST	PC MEETING SEPTEMBER 1, 2020	Paid by Check #27179		09/01/2020	09/11/2020	09/11/2020		09/11/2020	25.00



Accounts Payable Invoice Report

Payment Date Range 09/07/20 - 09/11/20
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 1200 - Linda Faust Totals				Invoices	1	\$25.00
Vendor 235 - FERGUSON ENTERPRISES, LLC									
1565534	WATER DEPT SUPPLIES	Paid by Check #27180		08/06/2020	09/11/2020	09/11/2020		09/11/2020	173.60
1565706	WATER DEPT SUPPLIES	Paid by Check #27180		08/06/2020	09/11/2020	09/11/2020		09/11/2020	3,780.35
1568943	WATER DEPT SUPPLIES	Paid by Check #27180		08/17/2020	09/11/2020	09/11/2020		09/11/2020	808.68
			Vendor 235 - FERGUSON ENTERPRISES, LLC Totals				Invoices	3	\$4,762.63
Vendor 128 - Fire Tech Inspection Service									
092320A	2020 Inspections	Paid by Check #27181		09/23/2020	09/11/2020	09/11/2020		09/11/2020	1,817.95
			Vendor 128 - Fire Tech Inspection Service Totals				Invoices	1	\$1,817.95
Vendor 25 - The Fresno Bee									
354221 83020	WASTEWATER AD	Paid by Check #27182		08/30/2020	09/11/2020	09/11/2020		09/11/2020	722.00
			Vendor 25 - The Fresno Bee Totals				Invoices	1	\$722.00
Vendor 18 - The Gas Company									
183098544979/20	PD - 07/31/2020 - 08/31/2020	Paid by Check #27183		09/02/2020	09/11/2020	09/11/2020		09/11/2020	41.18
086574247128/20	PW	Paid by Check #27184		08/07/2020	09/11/2020	09/11/2020		09/11/2020	4,182.14
			Vendor 18 - The Gas Company Totals				Invoices	2	\$4,223.32
Vendor 604 - Ashley Greco									
Fire 4308,3306	Educational Reimbursement 7/1-8/25/20	Paid by Check #27185		06/19/2020	09/11/2020	09/11/2020		09/11/2020	502.20
			Vendor 604 - Ashley Greco Totals				Invoices	1	\$502.20
Vendor 242 - Green Box Rentals, Inc.									
76195	Fy 20/21-CS-Monthly rental storage cont. @ rec. center	Paid by Check #27186		09/04/2020	09/11/2020	09/11/2020		09/11/2020	70.53
			Vendor 242 - Green Box Rentals, Inc. Totals				Invoices	1	\$70.53
Vendor 139 - Henry Schein Inc.									
81806500	Supplies	Paid by Check #27187		08/24/2020	09/11/2020	09/11/2020		09/11/2020	668.97
82235428	Supplies	Paid by Check #27187		08/31/2020	09/11/2020	09/11/2020		09/11/2020	163.38
82402113	Supplies	Paid by Check #27187		09/02/2020	09/11/2020	09/11/2020		09/11/2020	2,009.13
			Vendor 139 - Henry Schein Inc. Totals				Invoices	3	\$2,841.48
Vendor 174 - Howard's Pest Control									
90742	September 2020	Paid by Check #27188		09/08/2020	09/11/2020	09/11/2020		09/11/2020	63.00
90743	MONTHLY PEST CONTROL SERVICE	Paid by Check #27188		09/08/2020	09/11/2020	09/11/2020		09/11/2020	50.00
			Vendor 174 - Howard's Pest Control Totals				Invoices	2	\$113.00
Vendor 974 - InfoSend, Inc.									
177489	PRINTING AND POSTAGE FOR AUGUST UTILITY REMINDERS	Paid by Check #27189		08/31/2020	09/11/2020	09/11/2020		09/11/2020	232.67



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Vendor 974 - InfoSend, Inc. Totals									Invoices 1 <u>\$232.67</u>
Vendor 440 - Johnson Controls Security Solutions									
34686385	SECURITY SERVICES FOR WATER TOWER ON SIERRA	Paid by Check #27190		08/08/2020	09/11/2020	09/11/2020		09/11/2020	66.43
Vendor 440 - Johnson Controls Security Solutions Totals									Invoices 1 <u>\$66.43</u>
Vendor 5 - Jorgensen & Co.									
5897736	Maintenance	Paid by Check #27191		08/27/2020	09/11/2020	09/11/2020		09/11/2020	151.98
Vendor 5 - Jorgensen & Co. Totals									Invoices 1 <u>\$151.98</u>
Vendor 449 - Les Schwab Tire Centers of Central California									
55100227670	FLAT REPAIR FOR T 17	Paid by Check #27192		08/12/2020	09/11/2020	09/11/2020		09/11/2020	40.28
55100228045	ALIGNMENT FOR BUS 12	Paid by Check #27192		08/17/2020	09/11/2020	09/11/2020		09/11/2020	89.99
Vendor 449 - Les Schwab Tire Centers of Central California Totals									Invoices 2 <u>\$130.27</u>
Vendor 160 - Mid Valley Publishing Inc.									
0320940-IN	UTILITY WORKER AD	Paid by Check #27193		08/27/2020	09/11/2020	09/11/2020		09/11/2020	32.00
0320941-IN	WASTEWATER AD	Paid by Check #27193		08/27/2020	09/11/2020	09/11/2020		09/11/2020	39.00
0320942-IN	MAINTENANCE WORKER AD	Paid by Check #27193		08/27/2020	09/11/2020	09/11/2020		09/11/2020	37.00
0321082-IN	PARCEL MAP 2020-02	Paid by Check #27193		08/27/2020	09/11/2020	09/11/2020		09/11/2020	165.00
Vendor 160 - Mid Valley Publishing Inc. Totals									Invoices 4 <u>\$273.00</u>
Vendor 22 - Moore Twining Associates Inc.									
0131600	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #27194		08/17/2020	09/11/2020	09/11/2020		09/11/2020	88.00
0131601	WATER SAMPLE TESTING WWTP - IN HOUSE	Paid by Check #27194		08/17/2020	09/11/2020	09/11/2020		09/11/2020	246.00
0131643	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #27194		08/18/2020	09/11/2020	09/11/2020		09/11/2020	88.00
Vendor 22 - Moore Twining Associates Inc. Totals									Invoices 3 <u>\$422.00</u>
Vendor 284 - MV Transportation, Inc.									
109504	GLOVES AND MASKS	Paid by Check #27195		09/01/2020	09/11/2020	09/11/2020		09/11/2020	400.33
Vendor 284 - MV Transportation, Inc. Totals									Invoices 1 <u>\$400.33</u>
Vendor 392 - O'Reilly Auto Parts									
3641-324392	Vehicles	Paid by Check #27196		07/29/2020	09/11/2020	09/11/2020		09/11/2020	38.04
3641-324447	Vehicles	Paid by Check #27196		07/29/2020	09/11/2020	09/11/2020		09/11/2020	34.31
3641-324599	Vehicles	Paid by Check #27196		07/30/2020	09/11/2020	09/11/2020		09/11/2020	51.80
3641-324714	Vehicles	Paid by Check #27196		07/30/2020	09/11/2020	09/11/2020		09/11/2020	6.00
3641-324956	Vehicles	Paid by Check #27196		07/31/2020	09/11/2020	09/11/2020		09/11/2020	72.05
3641-325516	Vehicles	Paid by Check #27196		08/03/2020	09/11/2020	09/11/2020		09/11/2020	38.33
3641-325784	Vehicles	Paid by Check #27196		08/04/2020	09/11/2020	09/11/2020		09/11/2020	179.25
3641-326036	Vehicles	Paid by Check #27196		08/05/2020	09/11/2020	09/11/2020		09/11/2020	38.99



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3641-326106	Vehicles	Paid by Check #27196		08/05/2020	09/11/2020	09/11/2020		09/11/2020	18.11
3641-326550	Vehicles	Paid by Check #27196		08/07/2020	09/11/2020	09/11/2020		09/11/2020	107.32
3641-326577	Vehicles	Paid by Check #27196		08/07/2020	09/11/2020	09/11/2020		09/11/2020	27.33
3641-326619	Vehicles	Paid by Check #27196		08/07/2020	09/11/2020	09/11/2020		09/11/2020	10.16
3641-327087	Vehicles	Paid by Check #27196		08/09/2020	09/11/2020	09/11/2020		09/11/2020	60.72
3641-327335	Vehicles	Paid by Check #27196		08/11/2020	09/11/2020	09/11/2020		09/11/2020	24.37
3641-327346	Vehicles	Paid by Check #27196		08/11/2020	09/11/2020	09/11/2020		09/11/2020	40.86
3641-328014	Vehicles	Paid by Check #27196		08/14/2020	09/11/2020	09/11/2020		09/11/2020	328.65
3641-328104	Vehicles	Paid by Check #27196		08/14/2020	09/11/2020	09/11/2020		09/11/2020	57.14
3641-328163	Vehicles	Paid by Check #27196		08/14/2020	09/11/2020	09/11/2020		09/11/2020	(184.94)
3641-328677	Vehicles	Paid by Check #27196		08/17/2020	09/11/2020	09/11/2020		09/11/2020	14.17
3641-328678	Vehicles	Paid by Check #27196		08/17/2020	09/11/2020	09/11/2020		09/11/2020	5.69
3641-328714	Vehicles	Paid by Check #27196		08/17/2020	09/11/2020	09/11/2020		09/11/2020	12.03
3641-328722	Vehicles	Paid by Check #27196		08/17/2020	09/11/2020	09/11/2020		09/11/2020	.65
3641-328752	Vehicles	Paid by Check #27196		08/17/2020	09/11/2020	09/11/2020		09/11/2020	65.17
3641-328913	Vehicles	Paid by Check #27196		08/18/2020	09/11/2020	09/11/2020		09/11/2020	47.70
3641-329311	Vehicles	Paid by Check #27196		08/20/2020	09/11/2020	09/11/2020		09/11/2020	51.95
3641-329543	Vehicles	Paid by Check #27196		08/21/2020	09/11/2020	09/11/2020		09/11/2020	23.50
3641-329600	Vehicles	Paid by Check #27196		08/21/2020	09/11/2020	09/11/2020		09/11/2020	10.13
3641-329625	Vehicles	Paid by Check #27196		08/21/2020	09/11/2020	09/11/2020		09/11/2020	18.99
3641-330250	Vehicles	Paid by Check #27196		08/24/2020	09/11/2020	09/11/2020		09/11/2020	13.82
3641-330480	Vehicles	Paid by Check #27196		08/25/2020	09/11/2020	09/11/2020		09/11/2020	17.83
3641-330500	Vehicles	Paid by Check #27196		08/25/2020	09/11/2020	09/11/2020		09/11/2020	43.48
3641-330501	Vehicles	Paid by Check #27196		08/25/2020	09/11/2020	09/11/2020		09/11/2020	8.29
3641-330502	Vehicles	Paid by Check #27196		08/25/2020	09/11/2020	09/11/2020		09/11/2020	72.85
EB11438121	Vehicles	Paid by Check #27196		08/25/2020	09/11/2020	09/11/2020		09/11/2020	(29.44)
3641-330624	Vehicles	Paid by Check #27196		08/26/2020	09/11/2020	09/11/2020		09/11/2020	15.52
3641-330671	Vehicles	Paid by Check #27196		08/26/2020	09/11/2020	09/11/2020		09/11/2020	58.03
3641-330823	Vehicles	Paid by Check #27196		08/27/2020	09/11/2020	09/11/2020		09/11/2020	18.11
3641-330825	Vehicles	Paid by Check #27196		08/27/2020	09/11/2020	09/11/2020		09/11/2020	24.94
3641-330832	Vehicles	Paid by Check #27196		08/27/2020	09/11/2020	09/11/2020		09/11/2020	17.83
3641-330842	Vehicles	Paid by Check #27196		08/27/2020	09/11/2020	09/11/2020		09/11/2020	90.14
3641-330848	Vehicles	Paid by Check #27196		08/27/2020	09/11/2020	09/11/2020		09/11/2020	39.73
3641-331035	Vehicles	Paid by Check #27196		08/28/2020	09/11/2020	09/11/2020		09/11/2020	62.92
3641-331058	Vehicles	Paid by Check #27196		08/28/2020	09/11/2020	09/11/2020		09/11/2020	6.44
3641-331089	Vehicles	Paid by Check #27196		08/28/2020	09/11/2020	09/11/2020		09/11/2020	29.82
3641-331100	Vehicles	Paid by Check #27196		08/28/2020	09/11/2020	09/11/2020		09/11/2020	29.84
			Vendor	392 - O'Reilly Auto Parts Totals			Invoices	45	\$1,718.62

Vendor 142 - Office Depot BSD

117800591001	OFFICE SUPPLIES	Paid by Check #27197		08/24/2020	09/11/2020	09/11/2020		09/11/2020	304.84
117788926001	OFFICE SUPPLIES	Paid by Check #27197		08/25/2020	09/11/2020	09/11/2020		09/11/2020	19.51



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119575142001	Office Supplies	Paid by Check #27197		08/26/2020	09/11/2020	09/11/2020		09/11/2020	312.17
117633702001	PD - Supplies	Paid by Check #27197		08/24/2020	09/11/2020	09/11/2020		09/11/2020	88.99
114647989001	Office Supplies - Office Depot	Paid by Check #27197		08/13/2020	09/11/2020	09/11/2020		09/11/2020	198.40
114647995001	Office Supplies - Office Depot	Paid by Check #27197		08/13/2020	09/11/2020	09/11/2020		09/11/2020	26.57
Vendor 142 - Office Depot BSD Totals				Invoices			6		\$950.48
Vendor 76 - Pacific Gas & Electric									
702272340398/20	1480 El Monte	Paid by Check #27215		08/28/2020	09/11/2020	09/11/2020		09/11/2020	388.87
502221469098/20	Parkside/Village	Paid by Check #27205		08/20/2020	09/11/2020	09/11/2020		09/11/2020	207.00
265692021588/20	El Monte/Lillie	Paid by Check #27202		08/24/2020	09/11/2020	09/11/2020		09/11/2020	11.50
519248951328/20	502 RD 72	Paid by Check #27206		08/24/2020	09/11/2020	09/11/2020		09/11/2020	11.32
777130818088/20	200 RD 72	Paid by Check #27211		08/24/2020	09/11/2020	09/11/2020		09/11/2020	10.51
245952415718/20	Northridge/Eaton	Paid by Check #27201		08/25/2020	09/11/2020	09/11/2020		09/11/2020	16.01
543881697548/20	Newton/Northridge	Paid by Check #27207		08/25/2020	09/11/2020	09/11/2020		09/11/2020	275.51
914674420588/20	Davis/Alta	Paid by Check #27214		08/25/2020	09/11/2020	09/11/2020		09/11/2020	20.72
076626534148/20	1300 Rosemary	Paid by Check #27198		08/26/2020	09/11/2020	09/11/2020		09/11/2020	185.20
134955182538/20	1300 Saginaw	Paid by Check #27199		08/26/2020	09/11/2020	09/11/2020		09/11/2020	25.86
159468019568/20	855 El Monte	Paid by Check #27200		08/26/2020	09/11/2020	09/11/2020		09/11/2020	267.73
360067439048/20	698 Lincoln	Paid by Check #27203		08/26/2020	09/11/2020	09/11/2020		09/11/2020	57.58
468994256008/20	1101 Viscaya	Paid by Check #27204		08/26/2020	09/11/2020	09/11/2020		09/11/2020	10.88
556426429408/20	Utilities	Paid by Check #27208		08/26/2020	09/11/2020	09/11/2020		09/11/2020	211.12
622008882878/20	El Monte/McKinley	Paid by Check #27209		08/26/2020	09/11/2020	09/11/2020		09/11/2020	31.82
678266701758/20	Alice/North Way	Paid by Check #27210		08/26/2020	09/11/2020	09/11/2020		09/11/2020	116.73
790546574288/20	1150 Nebraska	Paid by Check #27212		08/26/2020	09/11/2020	09/11/2020		09/11/2020	9.86
811658854358/20	1920 Lauren	Paid by Check #27213		08/26/2020	09/11/2020	09/11/2020		09/11/2020	55.33
207327719758/20	1088 E Kamm	Paid by Check #27221		08/12/2020	09/11/2020	09/11/2020		09/11/2020	1,788.77
134971623578/20	Kamm/Green	Paid by Check #27220		08/13/2020	09/11/2020	09/11/2020		09/11/2020	14,951.05
917922255338/20	Utilities	Paid by Check #27245		08/14/2020	09/11/2020	09/11/2020		09/11/2020	941.44
0007943403-1	PW	Paid by Check #27216		08/17/2020	09/11/2020	09/11/2020		09/11/2020	163.23
338077954238/20	2007 Crawford`	Paid by Check #27226		08/17/2020	09/11/2020	09/11/2020		09/11/2020	1,848.85
640799572508/20	Utilities	Paid by Check #27237		08/17/2020	09/11/2020	09/11/2020		09/11/2020	9,522.94
886695643258/20	Utilities	Paid by Check #27243		08/18/2020	09/11/2020	09/11/2020		09/11/2020	212.90
674421567818.20	6675 Ave 412	Paid by Check #27239		08/19/2020	09/11/2020	09/11/2020		09/11/2020	2,566.89
361657103898/20	2099 Sierra	Paid by Check #27227		08/20/2020	09/11/2020	09/11/2020		09/11/2020	9,239.79
594966555038/20	6675 Ave 412	Paid by Check #27236		08/21/2020	09/11/2020	09/11/2020		09/11/2020	32.72
037563698508/20	Utilities	Paid by Check #27217		08/25/2020	09/11/2020	09/11/2020		09/11/2020	88.43
041816753178/20	Utilities	Paid by Check #27218		08/26/2020	09/11/2020	09/11/2020		09/11/2020	391.07
058483210138/20	Utilities	Paid by Check #27219		08/26/2020	09/11/2020	09/11/2020		09/11/2020	92.28
312018483278/20	7387 Sierra	Paid by Check #27224		08/26/2020	09/11/2020	09/11/2020		09/11/2020	5,167.55
323048378378/20	Utilities	Paid by Check #27225		08/26/2020	09/11/2020	09/11/2020		09/11/2020	9.86
459224718968/20	111 Hayes	Paid by Check #27228		08/26/2020	09/11/2020	09/11/2020		09/11/2020	29.41
588309194018/20	188 N L	Paid by Check #27235		08/26/2020	09/11/2020	09/11/2020		09/11/2020	23.47



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821880068198/20	2099 Sierra	Paid by Check #27240		08/26/2020	09/11/2020	09/11/2020		09/11/2020	2,699.29
837649722678/20	Utilities	Paid by Check #27241		08/26/2020	09/11/2020	09/11/2020		09/11/2020	125.61
896878734588/20	651 Saginaw	Paid by Check #27244		08/26/2020	09/11/2020	09/11/2020		09/11/2020	187.73
949217492258/20	1315 Euclid	Paid by Check #27246		08/26/2020	09/11/2020	09/11/2020		09/11/2020	9.86
475197165688/20	Hayes/Edwards	Paid by Check #27229		08/27/2020	09/11/2020	09/11/2020		09/11/2020	34.98
477215765298/20	Alta/El Monte	Paid by Check #27230		08/27/2020	09/11/2020	09/11/2020		09/11/2020	121.88
489591720238/20	1286 Euclid	Paid by Check #27231		08/27/2020	09/11/2020	09/11/2020		09/11/2020	9.86
493969444878/20	110 S College	Paid by Check #27232		08/27/2020	09/11/2020	09/11/2020		09/11/2020	10.78
535548886278/20	912 N Alta	Paid by Check #27233		08/27/2020	09/11/2020	09/11/2020		09/11/2020	57.14
565766708998/20	Utilities	Paid by Check #27234		08/27/2020	09/11/2020	09/11/2020		09/11/2020	75.56
665766702528/20	Utilities	Paid by Check #27238		08/27/2020	09/11/2020	09/11/2020		09/11/2020	57.34
864715010308/20	Utilities	Paid by Check #27242		08/27/2020	09/11/2020	09/11/2020		09/11/2020	53.98
233750151148/20	250 Saginaw	Paid by Check #27222		08/28/2020	09/11/2020	09/11/2020		09/11/2020	28.24
245914958178/20	Utilities	Paid by Check #27223		08/28/2020	09/11/2020	09/11/2020		09/11/2020	6,672.35
			Vendor 76 - Pacific Gas & Electric Totals			Invoices	49		\$59,128.80
Vendor 7 - Pena's Disposal Services									
526574	Cust No. 01-153360	Paid by Check #27247		08/20/2020	09/11/2020	09/11/2020		09/11/2020	868.98
			Vendor 7 - Pena's Disposal Services Totals			Invoices	1		\$868.98
Vendor 124 - Reedley Veterinary Hospital									
58	PD - August 2020 Service	Paid by Check #27248		09/04/2020	09/11/2020	09/11/2020		09/11/2020	237.00
			Vendor 124 - Reedley Veterinary Hospital Totals			Invoices	1		\$237.00
Vendor 42 - Scout Specialties									
136903	REPAIR PARTS FOR R 05	Paid by Check #27249		08/06/2020	09/11/2020	09/11/2020		09/11/2020	14.57
137024	SHOP SUPPLIES	Paid by Check #27249		08/12/2020	09/11/2020	09/11/2020		09/11/2020	131.94
			Vendor 42 - Scout Specialties Totals			Invoices	2		\$146.51
Vendor 172 - Sequoia Safety Council, Inc.									
Tck #R72951	Thalji Abdul Jabbar	Paid by Check #27250		08/21/2020	09/11/2020	09/11/2020		09/11/2020	200.00
			Vendor 172 - Sequoia Safety Council, Inc. Totals			Invoices	1		\$200.00
Vendor 431 - Sparkletts									
9406519 090120	Fy 20/21-Bottled wa & delivery service	Paid by Check #27251		09/01/2020	09/11/2020	09/11/2020	09/03/2020	09/11/2020	85.48
			Vendor 431 - Sparkletts Totals			Invoices	1		\$85.48
Vendor 1073 - Stryker Sales Coporation									
3122005M	Supplies	Paid by Check #27252		08/24/2020	09/11/2020	09/11/2020		09/11/2020	484.19
3123461M	Supplies	Paid by Check #27252		08/25/2020	09/11/2020	09/11/2020		09/11/2020	1,822.37
			Vendor 1073 - Stryker Sales Coporation Totals			Invoices	2		\$2,306.56
Vendor 92 - Target Specialty Products									



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INVP500220811	WWTP SUPPLIES	Paid by Check #27253		08/11/2020	09/11/2020	09/11/2020		09/11/2020	1,071.52
Vendor 92 - Target Specialty Products Totals									\$1,071.52
Vendor 189 - Terminix International									
400025679	Fy 20/21-CS-Pest control service at rec center	Paid by Check #27254		08/21/2020	09/11/2020	09/11/2020	09/08/2020	09/11/2020	70.00
399761360	PD - Pest Control Service	Paid by Check #27254		08/21/2020	09/11/2020	09/11/2020		09/11/2020	23.00
Vendor 189 - Terminix International Totals									\$93.00
Vendor 717 - TMI Research Services									
CITYOD 20-8-31	PD - Pre-Employment Background - A. Gurrola	Paid by Check #27255		08/31/2020	09/11/2020	09/11/2020		09/11/2020	95.00
Vendor 717 - TMI Research Services Totals									\$95.00
Vendor 1633 - Toyota Industries Commercial Finance, Inc.									
4002854658	POLARIS LEASE	Paid by Check #27256		08/27/2020	09/11/2020	09/11/2020		09/11/2020	296.74
Vendor 1633 - Toyota Industries Commercial Finance, Inc. Totals									\$296.74
Vendor 307 - Tulare County Consolidated Ambulance Dispatch, Inc									
20-09-07	September 2020	Paid by Check #27257		09/02/2020	09/11/2020	09/11/2020		09/11/2020	6,414.84
Vendor 307 - Tulare County Consolidated Ambulance Dispatch, Inc Totals									\$6,414.84
Vendor 273 - US Bank									
422438549	Contractual	Paid by Check #27258		08/26/2020	09/11/2020	09/11/2020		09/11/2020	3,288.45
422674044	ACCT# 530029 - PW COPIER	Paid by Check #27259		08/28/2020	09/11/2020	09/11/2020		09/11/2020	967.05
Vendor 273 - US Bank Totals									\$4,255.50
Vendor 101 - Valley Soil & Forest Products									
38273	FILL SAND	Paid by Check #27260		08/14/2020	09/11/2020	09/11/2020		09/11/2020	434.00
Vendor 101 - Valley Soil & Forest Products Totals									\$434.00
Vendor 354 - Verizon Wireless									
9860281889	Acct# 972514922-00001	Paid by Check #27262		08/07/2020	09/11/2020	09/11/2020		09/11/2020	453.70
9860779781	ADMIN PHONE CHARGES	Paid by Check #27261		08/14/2020	09/11/2020	09/11/2020		09/11/2020	348.12
Vendor 354 - Verizon Wireless Totals									\$801.82
Vendor 549 - Wal-Mart									
2458 8/16/20	FD	Paid by Check #27263		08/16/2020	09/11/2020	09/11/2020		09/11/2020	247.65
2482 8/24/2020	VARIOUS SUPPLIES	Paid by Check #27264		08/24/2020	09/11/2020	09/11/2020		09/11/2020	135.26
Vendor 549 - Wal-Mart Totals									\$382.91
Vendor 347 - Zoll Data Systems									
INV00065503	8/1/2020 - 7/31/2021 Billing	Paid by Check #27265		07/02/2020	09/11/2020	09/11/2020		09/11/2020	11,446.80
INV00066477	FireRMS 8/1/20-7/31/2021	Paid by Check #27265		07/15/2020	09/11/2020	09/11/2020		09/11/2020	(343.44)
INV00066530	FireRMS Ent. 8/1/20-7/31/21	Paid by Check #27265		07/15/2020	09/11/2020	09/11/2020		09/11/2020	157.50



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Payment Date Range 09/07/20 - 09/11/20
 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 347 - Zoll Data Systems Totals						Invoices	3		\$11,260.86
Grand Totals						Invoices	177		\$139,782.00



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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 17 - AT&T									
23845182148/20	Telephone	Paid by Check #27289		08/07/2020	09/18/2020	09/18/2020		09/18/2020	67.07
25012719619/20	Telephone	Paid by Check #27290		09/01/2020	09/18/2020	09/18/2020		09/18/2020	74.12
93910547439/20	Telephone	Paid by Check #27288		09/02/2020	09/18/2020	09/18/2020		09/18/2020	69.53
93910690127/20	Parks	Paid by Check #27287		07/10/2020	09/18/2020	09/18/2020		09/18/2020	90.19
93910544629/20	DSC Telephone 8/11/20 - 9/10/2020	Paid by Check #27286		09/11/2020	09/18/2020	09/18/2020		09/18/2020	71.79
Vendor 17 - AT&T Totals							Invoices	5	\$372.70
Vendor 80 - California Business Machines									
258159	PD - Copiers Maintenance Charges	Paid by Check #27291		09/10/2020	09/18/2020	09/18/2020		09/18/2020	312.43
Vendor 80 - California Business Machines Totals							Invoices	1	\$312.43
Vendor 333 - Cintas Corporation No. 2									
4057904231	Contractual	Paid by Check #27292		08/05/2020	09/18/2020	09/18/2020		09/18/2020	263.72
4057904251	Contractual	Paid by Check #27292		08/05/2020	09/18/2020	09/18/2020		09/18/2020	172.23
4058556977	Contractual	Paid by Check #27292		08/12/2020	09/18/2020	09/18/2020		09/18/2020	241.80
4058556998	Contractual	Paid by Check #27292		08/12/2020	09/18/2020	09/18/2020		09/18/2020	120.88
4058557033	Contractual	Paid by Check #27292		08/12/2020	09/18/2020	09/18/2020		09/18/2020	23.56
4058557053	Contractual	Paid by Check #27292		08/12/2020	09/18/2020	09/18/2020		09/18/2020	87.93
4058557058	Contractual	Paid by Check #27292		08/12/2020	09/18/2020	09/18/2020		09/18/2020	299.14
4059191590	Contractual	Paid by Check #27292		08/19/2020	09/18/2020	09/18/2020		09/18/2020	298.66
4059191644	Contractual	Paid by Check #27292		08/19/2020	09/18/2020	09/18/2020		09/18/2020	87.93
4059336283	Contractual	Paid by Check #27292		08/20/2020	09/18/2020	09/18/2020		09/18/2020	134.88
4059839059	Contractual	Paid by Check #27292		08/26/2020	09/18/2020	09/18/2020		09/18/2020	88.42
4059839118	Contractual	Paid by Check #27292		08/26/2020	09/18/2020	09/18/2020		09/18/2020	367.52
4059839142	Contractual	Paid by Check #27292		08/26/2020	09/18/2020	09/18/2020		09/18/2020	333.21
4059839155	Contractual	Paid by Check #27292		08/26/2020	09/18/2020	09/18/2020		09/18/2020	286.65
4059839235	Contractual	Paid by Check #27292		08/26/2020	09/18/2020	09/18/2020		09/18/2020	23.56
4059955266	Contractual	Paid by Check #27292		08/27/2020	09/18/2020	09/18/2020		09/18/2020	144.95
4058043925	Contractual	Paid by Check #27292		08/06/2020	09/18/2020	09/18/2020		09/18/2020	76.34
4058684759	Contractual	Paid by Check #27292		08/13/2020	09/18/2020	09/18/2020		09/18/2020	76.34
4059336220	Contractual	Paid by Check #27292		08/20/2020	09/18/2020	09/18/2020		09/18/2020	87.18
4059955220	Parks	Paid by Check #27292		08/27/2020	09/18/2020	09/18/2020		09/18/2020	87.18
4058043850	wwtp	Paid by Check #27292		08/06/2020	09/18/2020	09/18/2020		09/18/2020	152.46
4058043920	PW	Paid by Check #27292		08/06/2020	09/18/2020	09/18/2020		09/18/2020	59.63
4058044023	pw	Paid by Check #27292		08/06/2020	09/18/2020	09/18/2020		09/18/2020	281.87
4058684750	PW	Paid by Check #27292		08/13/2020	09/18/2020	09/18/2020		09/18/2020	326.02
4058684769	PW	Paid by Check #27292		08/13/2020	09/18/2020	09/18/2020		09/18/2020	59.63
4058684785	wwtp	Paid by Check #27292		08/13/2020	09/18/2020	09/18/2020		09/18/2020	144.79
4059336199	PW	Paid by Check #27292		08/20/2020	09/18/2020	09/18/2020		09/18/2020	59.63
4059336383	PW	Paid by Check #27292		08/20/2020	09/18/2020	09/18/2020		09/18/2020	245.07



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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
4059955343	PW	Paid by Check #27292		08/27/2020	09/18/2020	09/18/2020		09/18/2020	59.96
4059955455	PW	Paid by Check #27292		08/27/2020	09/18/2020	09/18/2020		09/18/2020	326.02
Vendor 333 - Cintas Corporation No. 2 Totals									
						Invoices	30		\$5,017.16
Vendor 972 - City of Sanger									
IGT37 - Dinuba	July 2020	Paid by Check #27293		09/05/2020	09/18/2020	09/18/2020		09/18/2020	560.50
Vendor 972 - City of Sanger Totals									
						Invoices	1		\$560.50
Vendor 170 - Comcast									
0002177 8/27/20	1390 Elizabeth	Paid by Check #27294		08/27/2020	09/18/2020	09/18/2020		09/18/2020	83.17
0181138 8/27/20	180 W Merced	Paid by Check #27296		08/27/2020	09/18/2020	09/18/2020		09/18/2020	502.68
0135597 9/2/20	405 E El Monte	Paid by Check #27295		09/02/2020	09/18/2020	09/18/2020		09/18/2020	69.72
Vendor 170 - Comcast Totals									
						Invoices	3		\$655.57
Vendor 232 - Courier Printing and Village Printer									
C26023	Envelopes	Paid by Check #27297		09/08/2020	09/18/2020	09/18/2020		09/18/2020	504.53
C26027	PD - Patrol Business Cards	Paid by Check #27297		09/14/2020	09/18/2020	09/18/2020		09/18/2020	217.00
C26028	PD - Business Cards	Paid by Check #27297		09/14/2020	09/18/2020	09/18/2020		09/18/2020	162.76
Vendor 232 - Courier Printing and Village Printer Totals									
						Invoices	3		\$884.29
Vendor 999 - DavisFarr LLP									
8014	GASB FY 19/20	Paid by Check #27298		08/11/2020	09/18/2020	09/18/2020		09/18/2020	125.00
Vendor 999 - DavisFarr LLP Totals									
						Invoices	1		\$125.00
Vendor 1582 - Dell Financial Services LLC									
80558423	Server	Paid by Check #27299		09/01/2020	09/18/2020	09/18/2020		09/18/2020	2,947.71
Vendor 1582 - Dell Financial Services LLC Totals									
						Invoices	1		\$2,947.71
Vendor 720 - Dell Marketing L.P.									
10420819638	Laptops	Paid by Check #27300		09/01/2020	09/18/2020	09/18/2020		09/18/2020	7,260.93
Vendor 720 - Dell Marketing L.P. Totals									
						Invoices	1		\$7,260.93
Vendor 161 - Department of Pesticide Regulation									
133465-QAL B2020	Fy 20/21-Parks-Qualified Applicator License-J.Grijalva	Paid by Check #27301		09/09/2020	09/18/2020	09/18/2020	09/14/2020	09/18/2020	120.00
Vendor 161 - Department of Pesticide Regulation Totals									
						Invoices	1		\$120.00
Vendor 1558 - EMD Networking Services, Inc.									
107479	Repairs	Paid by Check #27302		09/09/2020	09/18/2020	09/18/2020		09/18/2020	438.75
Vendor 1558 - EMD Networking Services, Inc. Totals									
						Invoices	1		\$438.75
Vendor 1506 - Enterprise FM Trust									
FBN4032315	PD - 3 Malibus/Det & 2 Durangos/K9 Lease	Paid by Check #27303		09/03/2020	09/18/2020	09/18/2020		09/18/2020	3,339.89
Vendor 1506 - Enterprise FM Trust Totals									
						Invoices	1		\$3,339.89



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Report By Vendor - Invoice
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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 171 - Fruit Growers Supply Co.									
92173303	Fy 20/21-Parks-Labor	Paid by Check #27304		09/04/2020	09/18/2020	09/18/2020	09/09/2020	09/18/2020	60.00
92173307	Fy 20/21-Parks-Labor	Paid by Check #27304		09/04/2020	09/18/2020	09/18/2020	09/09/2020	09/18/2020	54.00
Vendor 171 - Fruit Growers Supply Co. Totals							Invoices	2	\$114.00
Vendor 18 - The Gas Company									
099015580089/20	405 E El Monte	Paid by Check #27308		09/02/2020	09/18/2020	09/18/2020		09/18/2020	20.92
162015800049/20	September 2020	Paid by Check #27307		09/02/2020	09/18/2020	09/18/2020		09/18/2020	23.17
126315560039/20	DSC Gas Co. 7/31 - 8/31/2020	Paid by Check #27305		09/02/2020	09/18/2020	09/18/2020		09/18/2020	21.18
162015670019/20	1390 Elizabeth	Paid by Check #27306		09/02/2020	09/18/2020	09/18/2020		09/18/2020	15.29
Vendor 18 - The Gas Company Totals							Invoices	4	\$80.56
Vendor 712 - GLS US									
4270027	POSTAGE FEES	Paid by Check #27309		08/31/2020	09/18/2020	09/18/2020		09/18/2020	20.64
Vendor 712 - GLS US Totals							Invoices	1	\$20.64
Vendor 1588 - Jonathan Gonzalez									
Boot Reimb	Structure Boot Reimbursement	Paid by Check #27310		09/14/2020	09/18/2020	09/18/2020		09/18/2020	145.00
Vendor 1588 - Jonathan Gonzalez Totals							Invoices	1	\$145.00
Vendor 174 - Howard's Pest Control									
90740	Fy 20/21-Sportsplex-Pest control monthly service	Paid by Check #27311		09/08/2020	09/18/2020	09/18/2020	09/11/2020	09/18/2020	55.00
Vendor 174 - Howard's Pest Control Totals							Invoices	1	\$55.00
Vendor 440 - Johnson Controls Security Solutions									
34836411	Fy 20/21 - Sportsplex - Security Services	Paid by Check #27312		09/05/2020	09/18/2020	09/18/2020	09/11/2020	09/18/2020	623.15
34836412	Fy 20/21 - Sportsplex - Security Services	Paid by Check #27312		09/05/2020	09/18/2020	09/18/2020	09/11/2020	09/18/2020	371.03
Vendor 440 - Johnson Controls Security Solutions Totals							Invoices	2	\$994.18
Vendor 5 - Jorgensen & Co.									
5899417	Fy 20/21-CS-Fire ext annual maint. @ rec center	Paid by Check #27313		09/03/2020	09/18/2020	09/18/2020	09/10/2020	09/18/2020	179.74
Vendor 5 - Jorgensen & Co. Totals							Invoices	1	\$179.74
Vendor 256 - Kamps Propane Inc.									
21793	2020 Tank Rental	Paid by Check #27314		08/31/2020	09/18/2020	09/18/2020		09/18/2020	60.69
Vendor 256 - Kamps Propane Inc. Totals							Invoices	1	\$60.69
Vendor 796 - L.N. Curtis & Sons									
INV420534	B. Hernandez Boots	Paid by Check #27315		09/04/2020	09/18/2020	09/18/2020		09/18/2020	169.60
Vendor 796 - L.N. Curtis & Sons Totals							Invoices	1	\$169.60



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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 220 - Marilyn and Cristy's Embroidery									
2074	Morales Shirts	Paid by Check #27316		09/02/2020	09/18/2020	09/18/2020		09/18/2020	115.01
Vendor 220 - Marilyn and Cristy's Embroidery Totals						Invoices	1		\$115.01
Vendor 142 - Office Depot BSD									
116952930001	DSC Office Supplies	Paid by Check #27317		08/21/2020	09/18/2020	09/18/2020		09/18/2020	120.85
11695618801	DSC Office Supplies	Paid by Check #27317		08/28/2020	09/18/2020	09/18/2020		09/18/2020	76.24
117268048001	DSC Office Supplies	Paid by Check #27317		08/28/2020	09/18/2020	09/18/2020		09/18/2020	24.61
Vendor 142 - Office Depot BSD Totals						Invoices	3		\$221.70
Vendor 76 - Pacific Gas & Electric									
900149822938/20	405 E El Monte	Paid by Check #27332		08/31/2020	09/18/2020	09/18/2020		09/18/2020	1,131.19
497903928048/20	DSC Electricity 7/27 - 8/25/2020	Paid by Check #27318		08/26/2020	09/18/2020	09/18/2020		09/18/2020	1,118.70
575149843768/20	139 K St	Paid by Check #27319		08/31/2020	09/18/2020	09/18/2020		09/18/2020	31.62
687037607749/20	PD - 08/07/2020 - 09/07/2020	Paid by Check #27330		09/08/2020	09/18/2020	09/18/2020		09/18/2020	21.13
568305450699/20	PD - 08/07/2020 - 09/07/2020	Paid by Check #27331		09/09/2020	09/18/2020	09/18/2020		09/18/2020	6,435.92
	Billing Charges								
723267973798/20	PW	Paid by Check #27333		08/25/2020	09/18/2020	09/18/2020		09/18/2020	13,793.57
168660015858/20	2255 El Monte	Paid by Check #27322		08/28/2020	09/18/2020	09/18/2020		09/18/2020	57.14
212523687138/20	1215 El Monte	Paid by Check #27323		08/28/2020	09/18/2020	09/18/2020		09/18/2020	26.60
506469548398/20	PW	Paid by Check #27325		08/28/2020	09/18/2020	09/18/2020		09/18/2020	95.75
839793222588/20	PW	Paid by Check #27327		08/28/2020	09/18/2020	09/18/2020		09/18/2020	27.98
898192338788/20	150 Saginaw	Paid by Check #27328		08/28/2020	09/18/2020	09/18/2020		09/18/2020	57.54
923705812638/20	2813 El Monte	Paid by Check #27329		08/28/2020	09/18/2020	09/18/2020		09/18/2020	26.76
057129638258/20	PW	Paid by Check #27320		08/30/2020	09/18/2020	09/18/2020		09/18/2020	106.58
141629409458/20	389 W El Monte	Paid by Check #27321		08/30/2020	09/18/2020	09/18/2020		09/18/2020	58.93
335464179668/20	KAMM/O	Paid by Check #27324		08/30/2020	09/18/2020	09/18/2020		09/18/2020	80.60
714934640948/20	PW	Paid by Check #27326		08/31/2020	09/18/2020	09/18/2020		09/18/2020	1,560.12
Vendor 76 - Pacific Gas & Electric Totals						Invoices	16		\$24,630.13
Vendor 1601 - PacWest Direct									
410076973	Postage	Paid by Check #27334		09/18/2020	09/18/2020	09/18/2020		09/18/2020	3,209.48
Vendor 1601 - PacWest Direct Totals						Invoices	1		\$3,209.48
Vendor 7 - Pena's Disposal Services									
9/20 for 8/20	September 2020 payment for August Disposal Charges	Paid by Check #27335		09/15/2020	09/18/2020	09/18/2020		09/18/2020	121,981.33
October 2020	October 2020 Contract Disposal Payment	Paid by Check #27335		10/01/2020	09/18/2020	09/18/2020		09/18/2020	60,000.00
Vendor 7 - Pena's Disposal Services Totals						Invoices	2		\$181,981.33
Vendor 553 - Pinnacle Public Finance, Inc.									
30342	logos.net	Paid by Check #27336		09/14/2020	09/18/2020	09/18/2020		09/18/2020	89,322.96
Vendor 553 - Pinnacle Public Finance, Inc. Totals						Invoices	1		\$89,322.96



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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 576 - Karla Radtke									
Reimb Boots 2021	Fy 20/21 - Parks - Annual boots replacement reimbursement	Paid by Check #27337		09/09/2020	09/18/2020	09/18/2020	09/10/2020	09/18/2020	157.28
Vendor 576 - Karla Radtke Totals								Invoices 1	<u>\$157.28</u>
Vendor 10 - Smith Auto Parts									
02IN095399	Vehicles	Paid by Check #27338		08/03/2020	09/18/2020	09/18/2020		09/18/2020	37.30
02IN095407	Vehicles	Paid by Check #27338		08/03/2020	09/18/2020	09/18/2020		09/18/2020	33.37
02IN095408	Vehicles	Paid by Check #27338		08/03/2020	09/18/2020	09/18/2020		09/18/2020	41.83
02IN095419	Vehicles	Paid by Check #27338		08/03/2020	09/18/2020	09/18/2020		09/18/2020	22.09
02IN095432	Vehicles	Paid by Check #27338		08/04/2020	09/18/2020	09/18/2020		09/18/2020	10.34
02IN095434	Vehicles	Paid by Check #27338		08/04/2020	09/18/2020	09/18/2020		09/18/2020	30.92
02IN095456	Vehicles	Paid by Check #27338		08/04/2020	09/18/2020	09/18/2020		09/18/2020	68.57
02IN095521	Vehicles	Paid by Check #27338		08/06/2020	09/18/2020	09/18/2020		09/18/2020	64.49
02IN095522	Vehicles	Paid by Check #27338		08/06/2020	09/18/2020	09/18/2020		09/18/2020	23.32
02IN095532	Vehicles	Paid by Check #27338		08/06/2020	09/18/2020	09/18/2020		09/18/2020	1.43
02IN095533	Vehicles	Paid by Check #27338		08/06/2020	09/18/2020	09/18/2020		09/18/2020	4.54
02IN095537	Vehicles	Paid by Check #27338		08/06/2020	09/18/2020	09/18/2020		09/18/2020	14.68
02IN095577	Vehicles	Paid by Check #27338		08/07/2020	09/18/2020	09/18/2020		09/18/2020	55.30
02IN095586	Vehicles	Paid by Check #27338		08/07/2020	09/18/2020	09/18/2020		09/18/2020	75.04
02IN095727	Vehicles	Paid by Check #27338		08/12/2020	09/18/2020	09/18/2020		09/18/2020	3.92
02IN095728	Vehicles	Paid by Check #27338		08/12/2020	09/18/2020	09/18/2020		09/18/2020	3.92
02IN095793	Vehicles	Paid by Check #27338		08/13/2020	09/18/2020	09/18/2020		09/18/2020	23.77
02IN095831	Vehicles	Paid by Check #27338		08/14/2020	09/18/2020	09/18/2020		09/18/2020	72.68
02IN095863	Vehicles	Paid by Check #27338		08/17/2020	09/18/2020	09/18/2020		09/18/2020	4.47
02IN095871	Vehicles	Paid by Check #27338		08/17/2020	09/18/2020	09/18/2020		09/18/2020	129.76
02IN096009	Vehicles	Paid by Check #27338		08/20/2020	09/18/2020	09/18/2020		09/18/2020	63.86
02IN096026	Vehicles	Paid by Check #27338		08/20/2020	09/18/2020	09/18/2020		09/18/2020	205.05
02IN096068	Vehicles	Paid by Check #27338		08/21/2020	09/18/2020	09/18/2020		09/18/2020	37.30
02CR012612	Vehicles	Paid by Check #27338		08/24/2020	09/18/2020	09/18/2020		09/18/2020	(26.14)
02IN096117	Vehicles	Paid by Check #27338		08/24/2020	09/18/2020	09/18/2020		09/18/2020	3.39
02IN096123	Vehicles	Paid by Check #27338		08/24/2020	09/18/2020	09/18/2020		09/18/2020	19.53
02IN096140	Vehicles	Paid by Check #27338		08/24/2020	09/18/2020	09/18/2020		09/18/2020	13.56
02IN096145	Vehicles	Paid by Check #27338		08/24/2020	09/18/2020	09/18/2020		09/18/2020	26.14
02IN096146	Vehicles	Paid by Check #27338		08/24/2020	09/18/2020	09/18/2020		09/18/2020	26.14
02IN096160	Vehicles	Paid by Check #27338		08/25/2020	09/18/2020	09/18/2020		09/18/2020	38.84
09IN096192	Vehicles	Paid by Check #27338		08/25/2020	09/18/2020	09/18/2020		09/18/2020	205.05
02IN096216	Vehicles	Paid by Check #27338		08/26/2020	09/18/2020	09/18/2020		09/18/2020	27.13
02IN096223	Vehicles	Paid by Check #27338		08/26/2020	09/18/2020	09/18/2020		09/18/2020	26.14
02IN096225	Vehicles	Paid by Check #27338		08/26/2020	09/18/2020	09/18/2020		09/18/2020	64.17
02IN096269	Vehicles	Paid by Check #27338		08/27/2020	09/18/2020	09/18/2020		09/18/2020	22.79
02IN096372	Vehicles	Paid by Check #27338		08/31/2020	09/18/2020	09/18/2020		09/18/2020	35.81



Accounts Payable Invoice Report

Payment Date Range 09/14/20 - 09/18/20
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 10 - Smith Auto Parts Totals						Invoices	36		\$1,510.50
Vendor 1683 - Joshua Snodgrass									
Reimb. Boots2020	Stucture Boot Reimbursement	Paid by Check #27339		09/14/2020	09/18/2020	09/18/2020		09/18/2020	145.00
Vendor 1683 - Joshua Snodgrass Totals						Invoices	1		\$145.00
Vendor 189 - Terminix International									
400010961	405 E El Monte	Paid by Check #27340		08/21/2020	09/18/2020	09/18/2020		09/18/2020	60.00
Vendor 189 - Terminix International Totals						Invoices	1		\$60.00
Vendor 329 - Townsend Public Affairs									
16287	Consulting Services	Paid by Check #27341		09/01/2020	09/18/2020	09/18/2020		09/18/2020	4,000.00
Vendor 329 - Townsend Public Affairs Totals						Invoices	1		\$4,000.00
Vendor 902 - Tractor Supply Credit Plan									
0027 09/20	PD - Supplies	Paid by Check #27342		08/30/2020	09/18/2020	09/18/2020		09/18/2020	234.29
Vendor 902 - Tractor Supply Credit Plan Totals						Invoices	1		\$234.29
Vendor 296 - Tulare Kings Veterinary Emergency									
128018	PD - Emergency Service Fees	Paid by Check #27343		08/22/2020	09/18/2020	09/18/2020		09/18/2020	110.00
128129	PD - Emergency Service Fees	Paid by Check #27343		08/23/2020	09/18/2020	09/18/2020		09/18/2020	110.00
128814	PD - Emergency Service Fees	Paid by Check #27343		09/04/2020	09/18/2020	09/18/2020		09/18/2020	110.00
Vendor 296 - Tulare Kings Veterinary Emergency Totals						Invoices	3		\$330.00
Vendor 273 - US Bank									
422022731	DSC Copier Lease	Paid by Check #27344		08/21/2020	09/18/2020	09/18/2020		09/18/2020	293.30
Vendor 273 - US Bank Totals						Invoices	1		\$293.30
Vendor 359 - Valero Marketing & Supply Company									
65376652	Utilities	Paid by Check #27346		05/06/2020	09/18/2020	09/18/2020		09/18/2020	839.89
67446445	PW	Paid by Check #27349		09/06/2020	09/18/2020	09/18/2020		09/18/2020	4,938.86
67447838	August 2020	Paid by Check #27348		09/06/2020	09/18/2020	09/18/2020		09/18/2020	3,057.43
67445592	PD - 08/07/2020 - 09/06/202 Fuel	Paid by Check #27347		09/06/2020	09/18/2020	09/18/2020		09/18/2020	6,343.74
64844477	Charges PW	Paid by Check #27345		04/06/2020	09/18/2020	09/18/2020		09/18/2020	279.16
Vendor 359 - Valero Marketing & Supply Company Totals						Invoices	5		\$15,459.08
Vendor 129 - Valley Industrial & Family Medical Group									
409232	Fy 20/21 - Parks - DOT physical exam - J. Grijalva	Paid by Check #27350		08/29/2020	09/18/2020	09/18/2020	09/10/2020	09/18/2020	100.00
Vendor 129 - Valley Industrial & Family Medical Group Totals						Invoices	1		\$100.00
Vendor 27 - The Visalia Times-Delta									
TD0029781 9/20	September 2020	Paid by Check #27351		09/01/2020	09/18/2020	09/18/2020		09/18/2020	21.00



Accounts Payable Invoice Report

Payment Date Range 09/14/20 - 09/18/20
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
TD0054706 09/20	PD - 09/01/2020 - 09/30/2020 Service	Paid by Check #27351		09/01/2020	09/18/2020	09/18/2020		09/18/2020	21.00
Vendor 27 - The Visalia Times-Delta Totals									<u>\$42.00</u>
Vendor Raymond A Dall									
Refund fees	Parks-Park rental cancelled due to Covid-19 FY 19/20	Paid by Check #27352		02/24/2020	09/18/2020	09/18/2020	09/10/2020	09/18/2020	45.00
Vendor Raymond A Dall Totals									<u>\$45.00</u>
Vendor Bill Freeman									
Refund 20-1250	Ambulance Service	Paid by Check #27353		09/02/2020	09/18/2020	09/18/2020		09/18/2020	122.91
Vendor Bill Freeman Totals									<u>\$122.91</u>
Vendor Johnny Angel R. Herevia									
Refund 18-3896	Ambulance Service	Paid by Check #27354		09/02/2020	09/18/2020	09/18/2020		09/18/2020	100.00
Vendor Johnny Angel R. Herevia Totals									<u>\$100.00</u>
Vendor Universal Care									
633.80	Ambulance Service	Paid by Check #27355		09/02/2020	09/18/2020	09/18/2020		09/18/2020	633.80
Vendor Universal Care Totals									<u>\$633.80</u>
Grand Totals							Invoices	144	<u><u>\$346,568.11</u></u>



City Council Staff Report

Department: CITY MANAGER'S OFFICE

September 22, 2020

To: Mayor and City Council

From:

By: Daniel James, Assistant City Manager

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.

EXECUTIVE SUMMARY

UnWired Broadband, Inc. is proposing a lease agreement for the use of the Centennial Park water tower for the mounting of wireless radio equipment. The equipment will be used to provide wireless broadband internet service to residents in Dinuba, and the surrounding area.

OUTSTANDING ISSUES

None.

DISCUSSION

UnWired Broadband, Inc. is an internet service provider that offers fast and reliable internet service to rural and underserved areas in the Central Valley. UnWired broadcasts a wireless internet signal using a small radio and antenna placed at commercial or residential locations which connects wirelessly to their broadcast antenna. The company requires the use of tall structures such as water towers to place their radio antenna high above other structures and trees. In order to provide their services to Dinuba and the surrounding areas, UnWired Broadband, Inc. has proposed a lease agreement with the City of Dinuba, which is attached herein as Attachment 'A', for the use of the Centennial Park water tower. An example of the equipment and a mounting diagram is attached as EXHIBIT 'B' of the proposed agreement.

UnWired Broadband, Inc. has entered into similar agreements with other cities such as the City of Reedley and the City of Kingsburg. The company is proposing a five-year (5) lease agreement with two (2) five-year (5) extensions. The lease payment for this term is set at \$1,600 per month, plus \$200 per month for reimbursement of utility costs. Rent will be increased by ten percent (10%) on October 1 at each extended term that the lease agreement remains in effect. Staff recommends Council approve the agreement with UnWired broadband, Inc. and authorize the City Manager or designee to execute the agreement.

FISCAL IMPACT

An increase to the General Fund of \$1600 per month with a reimbursement for utility expenses of \$200 per month. Rent will be increased by ten percent (10%) on October 1 at each Extended Term that the lease agreement remains in effect.

PUBLIC HEARING

None required.

ATTACHMENTS:

[Attachment A: UnWired-Lease-Agreement-2020](#)

COMMUNICATIONS SITE LEASE AGREEMENT

THIS COMMUNICATIONS SITE LEASE AGREEMENT ("Lease") dated effective on October 1, 2020, is entered into by and between **unWired Broadband, Inc.**, a California corporation ("Lessee") whose address is 215 W. Fallbrook, Suite 203, Fresno, CA 93711 and City of Dinuba, a California municipal corporation ("Lessor") whose address is 405 E. El Monte Way, Dinuba, CA 93618.

The parties hereto agree as follows:

1. **Premises.** Lessor owns the real property located in Dinuba, Tulare County, California, legally described in Exhibit "A" attached hereto and made a part hereof and having Assessor's Parcel Number 017-030-025-000 and commonly known as the Dinuba Water Tower located at the Northeast corner of Avenue 412 and Englehart Avenue. ("Lessor's Property"). Located upon Lessor's Property is a Water Tower owned and operated by Lessor ("Water Tower"). Subject to the terms and conditions set forth in this Lease, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, that portion of the Water Tower as depicted on Exhibit "B" attached hereto and made a part hereof ("Premises").
2. **Use.** The Premises may be used by Lessee for the installation and operation of Lessee's antennas and related equipment as substantially depicted on Exhibit "B" attached hereto and made a part hereof (collectively "Lessee's Facilities"). Lessee agrees it will use and operate Lessee's Facilities only for the purpose of providing mobile/wireless communications services, including the transmission and the reception of radio communication signals. Lessee's use of the Premises shall be strictly in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances. Lessee shall not use the Premises for any other purpose.
3. **Term.**
 - (a) Except as otherwise provided in this Lease, the initial term of this Lease ("Term") shall be five (5) years commencing on October 1, 2020 ("Commencement Date") and ending at midnight, Pacific Time on September 30, 2025. Lessee shall have the right to extend the Term of this Lease for two (2) additional five (5) years terms ("Extended Term"). The terms and conditions for the Extended Term shall be the same terms and conditions of this Lease, except that the Rent shall be increased as set forth in paragraph 4 (a) of this Lease. Lessee may exercise the right to extend the Term of this Lease by giving written notice to Lessor at least ninety (90) calendar days prior to the expiration of Term. Except that, should Lessee be in breach or default of any provision of this Lease on the date of giving written notice to Lessor of Lessee's exercise of its right to extend the Term of this Lease, such written notice shall be of no force or effect, and should Lessee be in breach or default of any provisions of this Lease on the date the Extended Term is to commence, the Extended Term shall not commence and this Lease shall terminate on the last day of the Term of this Lease. This Lease shall continue on a month-to-month basis (with either party having a right to terminate this Lease with thirty (30) days prior written notice) in the event of a holdover by Lessee on the same terms and conditions as set forth in this Lease,

except the Rent shall be increased as set forth in paragraph 5 (a) of this Lease.

- (b) If Lessee determines within the first thirty (30) calendar days of the Term of this Lease that Lessee's communications equipment will not perform to specification due to circumstances beyond Lessee's control, such as radio frequency interference, Lessee will have the right to terminate this Lease during such thirty (30) calendar day period by providing Lessor with written notice of termination prior to the last day of said thirty (30) day period.

4. Rent and Security Deposit.

- (a) Upon the Commencement Date, Lessee shall pay Lessor, as rent, the sum of One Thousand Six Hundred Dollars (\$1,600.00) ("Rent") per month. Rent shall be payable on the 1st day of each month, in advance, to Lessor at Lessor's address specified in Paragraph 17 of this Lease. Commencing on October 1, 2025, Rent shall be increased by ten percent (10%) on October 1 at each Extended Term that this Lease remains in effect, including without limitation, the Extended Term or any holdover by Lessee.
- (b) Lessee shall pay Lessor Two Hundred Dollars (\$200.00) per month, as additional rent, for utility costs associated with Lessee's use of the Premises, and operation and maintenance of Lessee's Facilities.
- (c) In the event any rental installment is not received by Lessor by the tenth (10th) day of any month, a delinquency charge, equal to ten percent (10%) of the outstanding amount due shall be paid by Lessee to Lessor concurrently with payment of the delinquent rental installment.
- (d) Upon the parties' execution of this Lease, Lessee shall pay **Zero Dollars (\$0.00)** to Lessor as a security deposit.

5. Improvements; Access.

- (a) Lessee shall maintain, repair and operate Lessee's Facilities on the Premises at Lessee's sole expense.
- (b) Lessee and Lessee's employees, contractors and subcontractors shall have non-exclusive access to the Premises twenty-four (24) hours a day, seven (7) days a week, at no charge to Lessee to the extent required to maintain, repair and operate Lessee's Facilities on the Premises. Lessee's exercise of such access shall not interfere with Lessor's use of the Water Tower. Lessee acknowledges and agrees that no term or condition of this Lease or Lessee's exercise of its rights under this Lease, shall in any way, interfere with or prohibit Lessor's continual use, operation, maintenance or repair of the Water Tower.
- (c) Subject to the written approval of the Lessor, Lessee shall have the right (at Lessee's sole expense) to improve the present utilities on or near the Premises (including, but not limited to the installation of emergency back-up power). Subject

to Lessor's written approval of the location, which approval shall not be unreasonably withheld, Lessee shall have the right (at Lessee's sole expense) to place utilities under Lessor's Property in order to service the Premises and Lessee's Facilities. Upon Lessee's request, Lessor shall execute licenses evidencing this right.

- (d) Lessee shall remove all Lessee's Facilities at its sole expense within 30 calendar days after the cancellation, expiration or early termination of this Lease. Lessee shall repair any damage to the Premises caused by such removal and shall return the Premises to the condition which existed on the Commencement Date, reasonable wear and tear and damages beyond the control or without the fault or neglect of Lessee excepted.
- (e) Lessee will not permit any mechanics' or materialmen's or other liens to be recorded against title to the Lessor's Property for any labor or material furnished Lessee in connection with work performed on Lessor's Property or the Premises, including without limitation, the installation, operation, use, maintenance or repair of Lessee's Facilities. If for any reason, a valid lien is recorded against title to Lessor's Property or the Premises, Lessee shall within ten (10) days of the date of recordation of any such lien, pay the determined amount of such lien with all costs, fees and charges, thereby releasing such lien. Lessee shall have the right to contest the validity, nature or amount of any such lien but, upon the final determination of such questions, shall immediately pay any adverse judgment rendered with all proper costs and charges and shall have the lien released at its own expense. If Lessee desires to contest any such lien, then prior to commencing such contest, it will post a bond at its sole cost and expense, to release the lien and the lien holder must record a release of the lien.

6. **Interference with Communications.** Lessee's Facilities shall not disturb or interfere with the communications configurations, equipment and frequency that exist on Lessor's Property on the date of this Lease ("Pre-existing Communications"). Specifically, Lessee acknowledges that the equipment located at or on Lessor's Property or Premises on the Commencement Date, which was installed by other carriers or Lessor, will not cause interference to Lessee and are Pre-existing Communications. Additionally, Lessee's Facilities shall comply with all non-interference rules of the Federal Communications Commission ("FCC"). Except for the Pre-existing Communications and except for uses of Lessor's Property and the Premises by Lessor, Lessor shall not knowingly permit the use of or any activity upon any portion of Lessor's Property which materially interferes with the communications operations of Lessee's Facilities. Notwithstanding the foregoing, Pre-existing Communications operating in the same manner as on the date of this Lease shall not be deemed interference.

7. **Taxes.** Lessee shall pay directly to any taxing agency, before delinquency, any taxes, including without limitation, personal property taxes and, possessory interest taxes that may be attributable to Lessee's Facilities, Lessor's Property and Premises. Lessee acknowledges and agrees that Lessee's leasing of the Premises could result in the assessment of a possessory interest tax which Lessee agrees to pay. If any such tax is paid by Lessor, Lessee shall reimburse Lessor for the amount of any such tax payment within sixty (60) days of receipt of sufficient documentation indicating the amount paid and the calculation of Lessee's share thereof. Lessee shall not be responsible for any interest, penalty or late charges caused by Lessor's failure to pay real estate taxes payable by Lessor in a timely manner. Upon written request by Lessee, Lessor shall furnish Lessee with evidence of payment of all taxes and

Lessee will provide Lessor with evidence of payment of taxes. Lessee may, in connection with providing protection against the filing of tax liens against Lessor's Property or the Premises, as required by applicable law, contest in good faith the legality or validity of any taxes attributable to the Premises or Lessee's Facilities.

8. **Termination.** This Lease shall terminate as follows: (i) in accordance with its terms; (ii) upon initiation of a bankruptcy or other insolvency proceeding by Lessee, whether voluntary or involuntary; (iii) upon thirty (30) days prior written notice by either party upon a default of any covenant, condition, or term hereof by the other party, which default is not cured within thirty (30) days of receipt of written notice of default; (iv) by Lessee if Lessee is unable to occupy or utilize the Premises due to a ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of channels or change in frequencies; or (v) upon ninety (90) days written notice by either party for any reason. In addition to the remedies described in this paragraph 9, in the event of a default by Lessee, Lessor has all remedies available at law or in equity, including, without limitation, the remedy described in California Civil Code Section 1951.4 (Lessor may continue to lease in effect after Lessee's breach and abandonment and recover rent as it becomes due, if Lessee has right to sublet or assign, subject only to reasonable limitations). If this Lease is terminated for any reason other than Lessee's breach Lessee will be entitled to a refund of the unearned portion of the monthly rental installment for the then-current month.

9. **Damage to or Destruction of Premises.**

- (a) If the Premises or the Water Tower are damaged or destroyed by fire or other casualty, Lessor may terminate this Lease upon written notice to Lessee. In such case, Lessor will refund to Lessee the unearned rent for the then-current month if Lessee or its officers, directors, shareholders, agents, contractors, employees, or equipment are not the cause of the fire or other casualty. Lessor may elect to repair or construct the Premises and continue this Lease in effect, in which event the monthly Rent paid by Lessee shall be reduced for the part of the Premises of which Lessee is deprived; Lessee shall pay the full rental amounts required once the Premises are repaired and Lessee's ability to utilize the Premises is fully restored.
- (b) Lessor shall not be responsible for or liable to Lessee for any damages, direct, incidental, consequential, or otherwise, that Lessee may suffer as a result of damage to or destruction of the Premises or the Water Tower.
- (c) Lessee reserves the right to enter the Premises at all reasonable times to make repairs that may be necessary or advisable on account of fire or other casualty or for the maintenance of the Premises.
- (d) Lessee shall be solely responsible for all damage that Lessee or its contractors, employees, directors, officers, shareholders, agents, or equipment may cause to the Premises, the Water Tower, Lessor's Property, Lessor's equipment, or the Pre-existing Communications which may be installed on or about the Premises.

10. **Condemnation.** If a condemning authority takes all of Lessor's Property, or a portion which in Lessee's reasonable opinion is sufficient to render the Premises unsuitable for Lessee's use, then this Lease shall terminate as of the date when possession is delivered to the condemning

authority. In any condemnation proceeding each party shall be entitled to make a claim against the condemning authority for just compensation (which for Lessee shall include, the value of Lessee's Facilities, moving expenses, prepaid rent, business dislocation expenses, bonus value of the lease and any other amounts recoverable under condemnation law). Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain, shall be treated as a taking by a condemning authority. Any award for the taking of all or any part of the Premises under condemnation or any payment made under threat of the exercise of such power shall be the property of Lessor, whether such award shall be made as compensation for the diminution in value of the leasehold, for taking the property owned by Lessor, or as severance damages; provided, however, Lessee shall be entitled to any award for loss of or damage to Lessee's equipment, trade fixtures, and other personal property. Notwithstanding any provision hereof to the contrary, Lessee shall have the right to assert with the condemning authority an independent claim for the value of its leasehold interest and its improvements to the Premises.

11. Insurance.

- (a) Lessee shall maintain throughout the Term and any Extended Term the following insurance: (1) Commercial General Comprehensive Liability Insurance with limits of \$2,000,000.00 per occurrence, covering any act or omission to act of Lessee and any of Lessee's officers, directors, shareholders, agents, contractors or employees and the use, operation, repair or maintenance of Lessee's Facilities and the use of the Premises or Lessor's Property (2) Automobile Liability with a combined single limit of \$1,000,000.00 per accident, (3) Workers Compensation as required by law, and (4) Employer's Liability with limits of \$1,000,000.00 per occurrence. All insurance carried by Lessee shall be primary and non-contributory and Lessor and its officials, officers, employees and agents shall be named as an additional insured. Lessee's policies shall state that they may not be modified or cancelled herein without at least fifteen (15) calendar days prior written notification to Lessor.
- (b) Lessee's Indemnity. Except as otherwise provided in this Agreement, Lessee shall indemnify, defend, and hold Lessor, its officials, officers, employees, agents, successors and assigns harmless from and against any and all loss, cost, claim, liability, action, damage, expense or injury (including reasonable attorneys' fees) (collectively "Claims"): (i) incurred or suffered by Lessee or Lessee's officers, directors, shareholders, contractors, employees, agents, or equipment while on the Lessor's Property or Premises; (ii) incurred or suffered by any person or entity and which are caused in whole or in part by any acts or omissions of the Lessee or any of Lessee's officers, directors, shareholders, contractors, employees, agents, equipment or Lessee's Facilities; (iii) incurred or suffered by any person or entity as a result of the equipment or Lessee's Facilities installed and/or constructed on the Lessor's Property or Premises by Lessee or any of Lessee's officers, directors, shareholders, contractors, employees or agents; (iv) incurred or suffered by any person or entity as a result of the breach or default by Lessee or any of Lessee's directors, shareholders, agents, contractors or employees of any provision of this Lease, including without limitation, the provisions of paragraph 16 of this Lease. Lessee's duty to indemnify will not apply to Claims arising out of the gross negligence or willful misconduct of Lessor or any violation of law by Lessor or their agents or contractors.

- (c) Survival. The foregoing indemnity will survive the termination, cancellation or expiration of this Lease.
12. Assignment. Lessee may not assign this Lease or sublet the Premises to any person or entity without the express prior written consent of Lessor, which consent shall not be unreasonably withheld. Any assignment or subletting approved by Lessor shall not, in any manner, release or relieve Lessee of its obligations and responsibilities under this Lease. Any attempted assignment or subletting of the Premises without the express prior written consent of Lessor shall be void and shall constitute a material breach of this Lease by Lessee. Lessor may assign this Lease at any time upon notice to Lessee.
13. Title and Quiet Enjoyment.
- (a) Lessor warrants that the person executing this Lease on behalf of Lessor has full right, power, and authority to execute this Lease. So long as Lessee is not in breach or default of any provision of this Lease, Lessee shall have quiet enjoyment of the Premises during the Term of this Lease or any extension of the Term.
- (b) Lessee warrants that the person executing this Lease on behalf of Lessee has full, right, power and authority to execute this Lease.
- (c) Lessee has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of Lessee, such title report shows any defects of title or any liens or encumbrances which may adversely affect Lessee's use of the Premises, Lessee shall have the right, prior to the Commencement Date, to terminate this Lease immediately upon written notice to Lessor.
14. Repairs. Lessee shall not be required to make any repairs to the Premises except for damages to the Premises caused by Lessee, its employees, agents, contractors or subcontractors.
15. Environmental. Lessor represents that to Lessor's actual knowledge, neither Lessor's Property nor the Premises have been used for the generation, storage, treatment or disposal of hazardous materials, hazardous substances or hazardous wastes. In addition, Lessor represents that to Lessor's actual knowledge, no hazardous materials, hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyls (PCBs), petroleum or other fuels (including crude oil or any fraction or derivative thereof) or underground storage tanks are located on Lessor's Property or the Premises. All references to Lessor's actual knowledge shall mean and refer to the current, actual (as distinguished from implied, imputed or constructive) knowledge of David Weisser, Lessor's Public Works Director, without duty of inquiry or investigation. The knowledge of any other person or entity shall not be deemed to constitute the constructive knowledge of Lessor or otherwise be imputed to Lessor. The above-named individual, shall not, under any circumstances, have any personal liability of any kind whatsoever on account thereof, and any claims, demands, causes of action, losses, liabilities, damages, costs, or expenses arising out of or resulting from any actual or alleged breach by Lessor of any of the aforesaid representations shall only be asserted against and satisfied out of the assets of Lessor.

Lessee shall not use, generate, manufacture, produce, store or dispose of, on, under or about the Lessor's Property or Premises, or transport to or from the Lessor's Property or Premises

any hazardous materials as defined in this paragraph 16, except for those contained in its back-up power batteries (lead-acid batteries) and materials incidental to and/or commonly used in similar telecommunications operations. Lessee and its contractors shall at all times and in all respects comply with all federal, state and local laws, ordinances and regulations (collectively "Hazardous Materials Laws") relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, disposal, or transportation of any hazardous, toxic, contaminated or polluting materials, substances or wastes, including without limitation, "petroleum products", "hazardous substances", "hazardous waste", "hazardous materials", or "toxic substances" (collectively "Hazardous Materials"). Lessee shall at all its own cost, procure and maintain in effect during the entire term of this Lease or any extension thereof, and comply with all conditions of any and all permits, licenses or governmental and regulatory approvals required for Lessee's use, disposal or transportation of the Hazardous Materials on or from the Premises. Lessee shall in all respects use, handle, treat, deal and manage any and all Hazardous Materials in, on, under or about the Premises in total conformity with all applicable Hazardous Materials Laws and pursuant to prudent industry practices. Upon expiration or earlier termination of the Term of this Lease or any extension thereof, Lessee shall cause all Hazardous Materials to be removed from the Premises and transported for use, storage or disposal in accordance and in compliance with all applicable Hazardous Materials Laws.

16. **Right of First Refusal – Downtown Dinuba Water Tower Site.**

- (a) **Notice Requirements.** During the term, and any extended terms, of the agreement, before Lessor may enter into a lease for the property commonly known as the "Downtown Water tower" located on East Tulare Street between South I Street and South H Street owned by the City of Dinuba, Lessor shall first offer the Premises for lease to Lessee. Lessee shall have thirty (30) days following the date Lessor first presents Lessee such offer to decide whether to try and negotiate a lease agreement for the property from Lessor. If Lessee desires to try to negotiate such agreement, Lessee shall, within said thirty (30) day period, deliver written notice thereof. Promptly after receipt of such notice, the parties shall commence good faith negotiations exclusively with each other for a period not to exceed ninety (90) days after the date Lessee give requisite notice to the Lessor.
- (b) **Negotiations.** If Lessor does not receive said notice within said 30-day period, or if Lessor receives said notice within said period but Lessor and Lessee do not enter into a legally binding, written agreement for the lease of the Premises within said 90-day period, Lessor shall be free to enter into an agreement with a third party on terms no more favorable to the third party than Lessor offered to Lessee.
- (c) **Expiration.** If Lessor does not enter into a legally binding, written agreement with a third party within the 90 day period, Lessor's right to lease the Premises to a third party shall expire and the procedure described in this Section shall be applicable again, and Lessor, prior to leasing the Premises to a third party, shall first offer to try to negotiate the lease of the Premises to Lessee. Upon each repetition of this procedure, notice shall once again be due.

17. **Miscellaneous.**

- (a) If any provision of the Lease is invalid or unenforceable with respect to any party, the remainder of this Lease or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.
- (b) This Lease shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.
- (c) All notices under this Agreement shall be in writing and shall be given by personal delivery; or by registered or certified U.S. mail, postage prepaid, return receipt requested; or by facsimile if transmitted by a machine that produces a transmission report verifying the date and time of transmission and the telephone number to which transmitted, and a confirming hard copy is mailed to the recipient; or by overnight delivery service that issues a receipt and addressed to the appropriate party at the address set forth below. Notice given: (a) by personal delivery will be effective upon delivery or refusal of delivery, whichever is earlier; (b) by mail will be effective upon receipt or three (3) calendar days after the postmark date, whichever is earlier; (c) by facsimile will be effective on the date shown on the transmission receipt; and (d) by overnight service will be effective upon delivery or refusal of delivery, whichever is earlier.

Lessor: City of Dinuba
Attn: City Manager
405 E. El Monte Way
Dinuba, CA 93618
Telephone: (559) 591-5900

Lessor's Payee: City of Dinuba
Attn: Director of Finance
405 E. El Monte Way
Dinuba, CA 93618
Telephone: (559) 591-5900
Fax: (559) 591-4246
Tax ID #: XX-XXXXXXX

Lessee: unWired Broadband, Inc.
Attn: President
215 W. Fallbrook Ave., #203
Fresno, CA 93711
Phone: (559) 261-4444
Fax: (559) 432-2315

Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party.

- (d) This Lease shall be governed under the laws of the State of California. The parties agree that the proper venue for any lawsuit involving this Lease shall be the Fresno County Superior Court, if in state court, or the United States District Court, Eastern District of California, Fresno Division, if in federal court.
- (e) The prevailing party in any legal or equitable claim arising under this Lease shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.
- (f) Terms and conditions of this Lease which by their sense and context survive the termination, cancellation or expiration of this Lease will so survive.
- (g) This Lease constitutes the entire Lease and understanding between the parties, and supersedes all offers, negotiations and other leases concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Each party has relied on its own examination of this Lease, the counsel of its own advisors, and the warranties, representations, and covenants in the Lease itself. The failure or refusal of either party to inspect the Premises, to read the Lease, or to obtain legal or other advice relevant to this Lease constitutes a waiver of any objection, contention, or claim that might have been based on such reading, inspection or advice. Any amendments to this Lease must be in writing and executed by both parties.
- (h) Time is of the essence under this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease effective as of the date first above written.

Dated: _____

LESSEE:

unWired Broadband, Inc.
a California corporation

By: _____
PETER L. SORENSEN, President

Dated: _____

LESSOR:

City of Dinuba

By: _____
LUIS PATLAN, City Manager

EXHIBIT A

LEGAL DESCRIPTION OF LESSOR'S PROPERTY

Lessor's Property of which Premises are a part is legally described as follows:

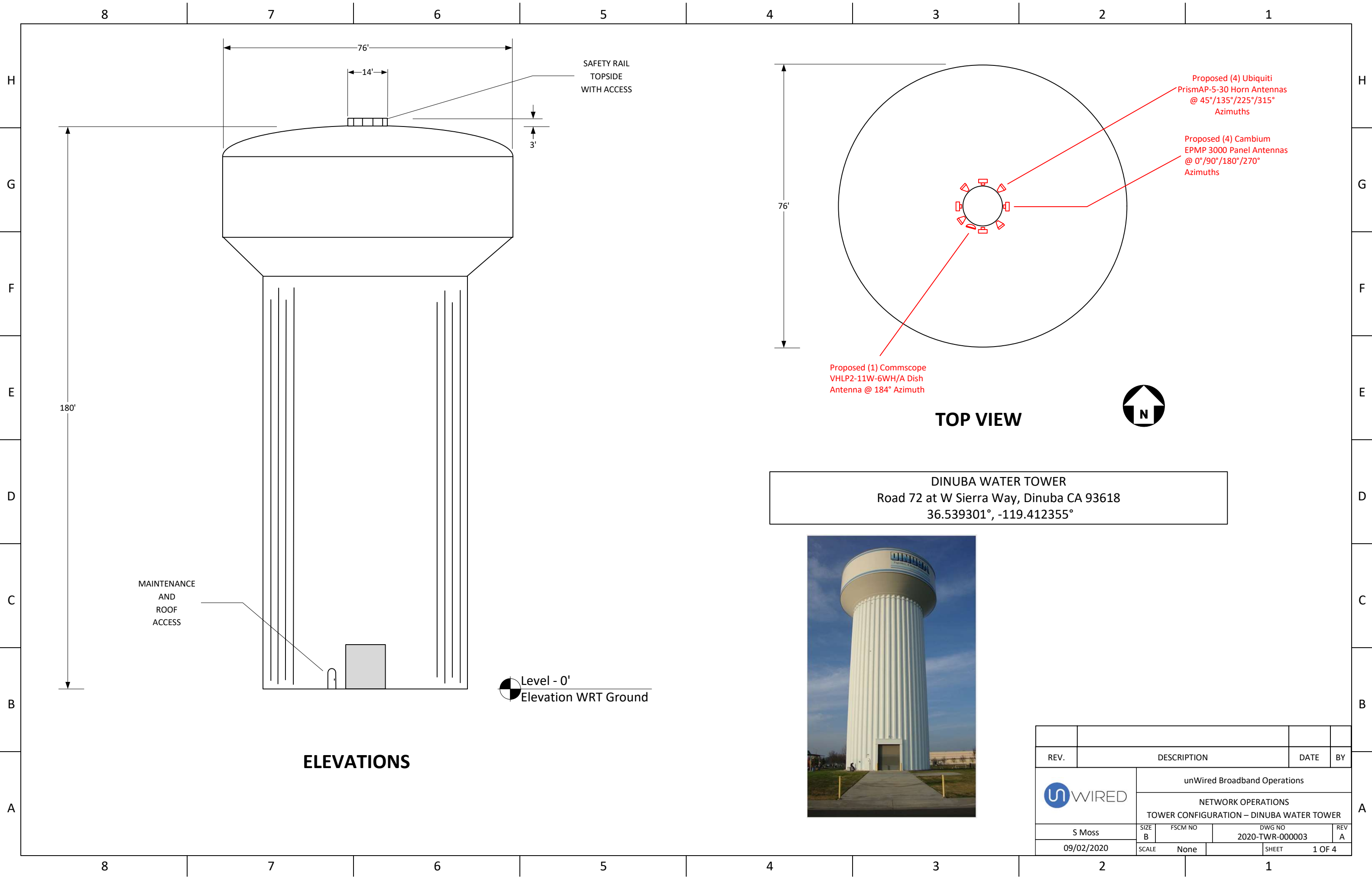
Assessor's Parcel Number 017-030-025-000 and commonly known as the Dinuba Water Tower located at the Northeast corner of Avenue 412 and Englehart Avenue.

Assessor's Parcel Number 017-030-025-000

EXHIBIT B

Location

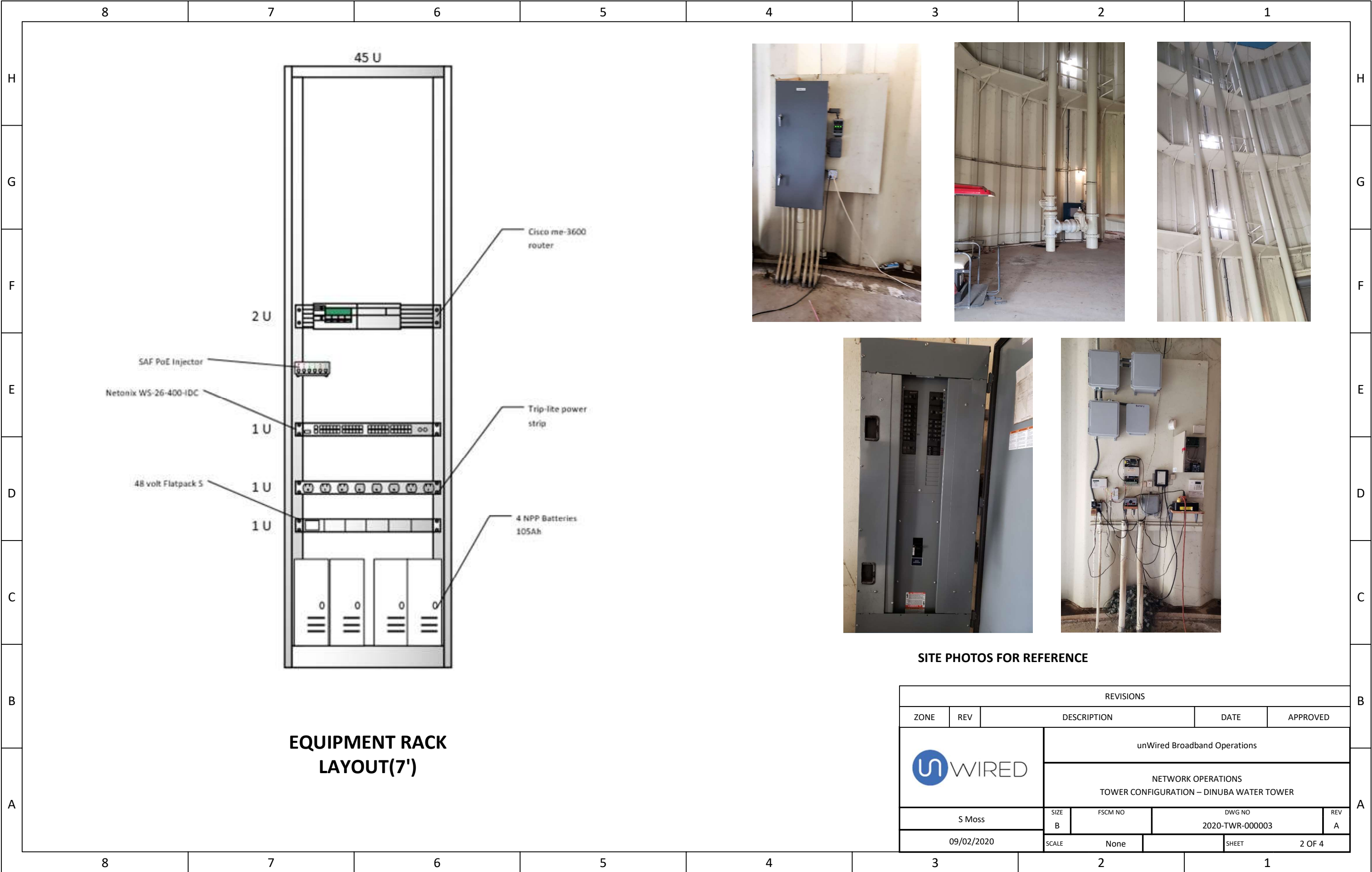




DINUBA WATER TOWER
Road 72 at W Sierra Way, Dinuba CA 93618
36.539301°, -119.412355°



REV.	DESCRIPTION		DATE	BY
	unWired Broadband Operations			
	NETWORK OPERATIONS TOWER CONFIGURATION – DINUBA WATER TOWER			
S Moss	SIZE B	FSCM NO	DWG NO 2020-TWR-000003	REV A
09/02/2020	SCALE	None	SHEET	1 OF 4





Specifications

PrismAP-5-30	
Dimensions	Ø 221.4 x 184.2 mm (8.71 x 7.3")
Weight	1.1 kg (38.8 oz)
Supported Frequency Range	5.15 - 5.85 GHz
Gain	19 dBi
HPOL Beamwidth	30°
VPOL Beamwidth	30°
Elevation Beamwidth	30°
Maximum VSWR	1.7:1
Wind Survivability	200 km/h (125 mph)
Wind Loading	56 N @ 200 km/h (12.6 lbf @ 125 mph)
Polarization	Dual-Linear
Cross-Pol Isolation	17 dB

AP ANTENNA
SPECIFICATIONS



SPECIFICATIONS

ePMP 3000 SECTOR ANTENNA	
Model Number	C050910D301A
Frequency Range	4.9 GHz to 5.97 GHz
Gain	17 dBi
3 dB Beamwidth - Azimuth	70 degrees
3 dB Beamwidth - Elevation	6 degrees
Electrical Downtilt	-2 degrees
Polarization	ZX Horizontal, ZX Vertical

ePMP™ 3000 Sector Antenna SPECIFICATION SHEET

SPECIFICATIONS

ePMP 3000 SECTOR ANTENNA	
Model Number	C050910D301A
Port-to-Port Isolation	> 20 dB
Front-to-Back Ratio	30 dB
Maximum Input Power	5 W
Input Impedance	50 ohms
Mounting Connectors	4 x RP SMA
Mounting Hardware	Included for mounting to mast diameters 2" to 4" (5 cm to 10 cm) -10 to +5 degree tilt Hardware included to connect ePMP access point to back of antenna body
Physical Dimensions	Antenna Body: 23.4" (H) x 9.6" (W) x 3.25" (D) (594 mm x 157 mm x 110 mm)
Weight	Antenna Body: 8.0 lbs, 3.7 kg w/ ePMP 3000 Access Point and Mounting Brackets: 13.8 lbs, 6.3 kg
Environmental	IP65
Radome Material	UV Protected ABS
Operating Temp	-40°C to 60°C (-40°F to 140°F)

REVISIONS				
ZONE	REV	DESCRIPTION	DATE	APPROVED
		unWired Broadband Operations		
		NETWORK OPERATIONS TOWER CONFIGURATION – DINUBA WATER TOWER		
S Moss		SIZE B	FSCM NO	DWG NO 2020-TWR-000003
09/02/2020		SCALE None	REV A	
			SHEET	3 OF 4

	8	7	6	5	4	3	2	1	
H									H
G									G
F									F
E									E
D									D
C									C
B									B
A									A
	8	7	6	5	4	3	2	1	

VHLP2-11W-6WH/A



0.6 m | 2 ft ValuLine® High Performance Low Profile Antenna, single-polarized, 10.000–11.700 GHz, CPR90G flange, white antenna, composite broadband gray radome without flash, compact pack—one-piece reflector

Product Classification

Brand	ValuLine®
Product Type	Microwave antenna

General Specifications

Antenna Type	VHLP - ValuLine® High Performance Low Profile Antenna, single-polarized
Diameter, nominal	0.6 m 2 ft
Packing	Compact pack
Radome Color	Gray
Radome Material	Composite Broadband
Reflector Construction	One-piece reflector
Antenna Input	CPR90G
Antenna Color	White
Antenna Type	VHLP - ValuLine® High Performance Low Profile Antenna, single-polarized
Diameter, nominal	0.6 m 2 ft
Flash Included	No
Polarization	Single

Electrical Specifications

Operating Frequency Band	10.000 – 11.700 GHz
Beamwidth, Horizontal	3.3 °
Beamwidth, Vertical	3.3 °
Cross Polarization Discrimination (XPD)	30 dB
Electrical Compliance	Brazil Anatel Class 2 ETSI 302 217 Class 3 US FCC Part 101A @ 10.55–10.7 GHz US FCC Part 101B @ 10.7–11.7 GHz
Front-to-Back Ratio	61 dB
Gain, Low Band	33.7 dBi
Gain, Mid Band	34.5 dBi
Gain, Top Band	35.2 dBi
Operating Frequency Band	10.0 – 11.700 GHz
Radiation Pattern Envelope Reference (RPE)	7200A 7201A
Return Loss	17.7 dB

MW ANTENNA
SPECIFICATIONS

REVISIONS					
ZONE	REV	DESCRIPTION		DATE	APPROVED
		unWired Broadband Operations			
		NETWORK OPERATIONS TOWER CONFIGURATION – DINUBA WATER TOWER			
S Moss	SIZE B	FSCM NO	DWG NO 2020-TWR-000003		REV A
09/02/2020	SCALE	None		SHEET	4 OF 4



City Council Staff Report

Department: CITY MANAGER'S OFFICE

September 22, 2020

To: Mayor and City Council
From: Daniel James, Assistant City Manager
Subject: Conference with Real Property Negotiators (DJ)

RECOMMENDATION

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

EXECUTIVE SUMMARY

OUTSTANDING ISSUES

DISCUSSION

FISCAL IMPACT

PUBLIC HEARING