



**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: POLICE SERVICES

September 8, 2020

To: Mayor and City Council
From: Devon Popovich, Chief of Police
Subject: Armando Gurrola, Animal Control Officer (DP)

RECOMMENDATION

Recognition of Armando Gurrola on his appointment to Animal Control Officer effective September 8, 2020.

EXECUTIVE SUMMARY

None

OUTSTANDING ISSUES

None

DISCUSSION

None

FISCAL IMPACT

None

PUBLIC HEARING

None



City Council Staff Report

Department: ENGINEER/PLANNING

September 8, 2020

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

EXECUTIVE SUMMARY

The subdivision improvements for Marquis Subdivision have been completed in accordance with the requirements of the subdivision agreement and as specifically set forth in the plans and specifications approved by the City. The filing of a Notice of Completion will allow the performance securities provided by the developer to be released thirty-five (35) days after recordation.

OUTSTANDING ISSUES

None.

DISCUSSION

In 2006, the City approved the Marquis Subdivision located at the southeast corner of Englehart Avenue and Kelly Drive. The subdivision was approved as a 42 lot gated planned unit development (PUD) consisting of smaller lot sizes and 36 foot wide internal streets that were intended to be private streets.

Construction of the subdivision was started but abandoned following the collapse of the housing market and subsequent Great Recession in 2008. The subdivision has been dormant ever since, with five homes and on and off-site improvements partially completed.

Stock Five Holdings, LLC purchased the subdivision in 2018. On June 26, 2018 City Council approved Amendment No. 1 to the Marquis Homes Subdivision Development Agreement to allow the developer to proceed with the project. One of the amendments was that the City agreed to accept the internal streets in the subdivision (Osage Circle and Quapan Drive) as public streets. City Council Resolution No. 2019-06 accepting the irrevocable offer of dedication and grant deed of Right of Way for Public Streets within the Marquis Subdivision.

Final inspection was conducted by the Public Works Inspector on September 1, 2020. All public improvements have been found to be substantially complete for permanent maintenance with a one year maintenance bond provided by the developer as required by the subdivision agreement.

The next step is for the City Council to accept the improvements as complete and authorize the City Engineer to file the Notice of Completion enclosed herein as Attachment 'B' with the Tulare County Recorder's Office.

The performance securities on this tract will be released thirty five (35) days after the recordation of the Notice of Completion.

FISCAL IMPACT

None.

PUBLIC HEARING

None.

ATTACHMENTS:

[A. Marquis Homes Subdivision Final Map](#)

[B. Notice of Completion](#)

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO THE REAL PROPERTY SHOWN THIS SUBDIVISION MAP, AND THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY FOR THE MAKING AND FILING OF THIS MAP AS SHOWN WITHIN THE BORDER LINES HEREON, AND HEREBY DEDICATE TO THE PUBLIC USE THE PUBLIC UTILITY EASEMENTS ETC. AS SHOWN ON THIS MAP.

CHARNLEY LAND, INC., A CALIFORNIA CORPORATION

BY: [Signature]
STINCHFIELD FINANCIAL SERVICES, INC., A CALIFORNIA CORPORATION
AS TRUSTEE

BY: [Signature]
CHICAGO TITLE INSURANCE COMPANY
AS TRUSTEE
BY: [Signature]
CHICAGO TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION
AS TRUSTEE

SOILS ENGINEER'S STATEMENT

I HEREBY CERTIFY THAT THE SOILS REPORT WAS PREPARED BY ME IN 1-28-2006 IN ACCORDANCE WITH THE PROVISIONS OF STATE AND LOCAL STATUTES.

DATE: 12-4-06

[Signature] 23273
NAME LIC. NO.

NOTARY ACKNOWLEDGEMENT:

STATE OF CALIFORNIA
COUNTY OF SAN LUIS OBISPO
ON 12/4/06 BEFORE ME, Melissa A. Rupert NOTARY PUBLIC,
Andrew Charnley PERSONALLY APPEARED

, PERSONALLY KNOWN TO ME (OR 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.

WITNESS MY HAND.

SIGNATURE [Signature]

NOTARY ACKNOWLEDGEMENT:

STATE OF CALIFORNIA
COUNTY OF SAN LUIS OBISPO
ON 12-1-06 BEFORE ME, Travis Barber NOTARY PUBLIC,
Vernica Barber PERSONALLY APPEARED

, PERSONALLY KNOWN TO ME (OR 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.

WITNESS MY HAND.

SIGNATURE [Signature]

NOTARY ACKNOWLEDGEMENT:

STATE OF CALIFORNIA
COUNTY OF SAN LUIS OBISPO
ON 12/4/06 BEFORE ME, Tammy L. Brown NOTARY PUBLIC,
Christine Kelley PERSONALLY APPEARED

, PERSONALLY KNOWN TO ME (OR 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.

WITNESS MY HAND.

SIGNATURE [Signature]

NOTARY ACKNOWLEDGEMENT:

STATE OF CALIFORNIA
COUNTY OF SAN LUIS OBISPO
ON 12/4/06 BEFORE ME, Keri Jones NOTARY PUBLIC,
Tammy L. Brown PERSONALLY APPEARED

, PERSONALLY KNOWN TO ME (OR 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.

WITNESS MY HAND.

SIGNATURE [Signature]

MARQUIS HOMES

IN THE CITY OF DINUBA,
COUNTY OF TULARE, STATE OF CALIFORNIA

DATE OF SURVEY: SEPTEMBER 2005
SHEET ONE OF FOUR SHEETS

LEGAL DESCRIPTION:

LOT 48 OF MORNINGSIDE, UNIT II, IN THE CITY OF DINUBA, COUNTY OF TULARE, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 38, PAGE 26 OF MAPS, TULARE COUNTY RECORDS.

EXCEPTING THEREFROM, AN UNDIVIDED ONE-HALF OF ALL THE MINERALS, GAS, OILS, PETROLEUM, NAPHTHA, AND OTHER HYDROCARBON SUBSTANCES IN, OR UNDER SAID LAND, TOGETHER WITH BUT NOT CONFINED TO THE FOLLOWING RIGHTS, NAMELY, ALL NECESSARY AND CONVENIENT RIGHTS OF ENTRANCE AND EXIT TO AND UPON SAID PREMISES FOR THE PURPOSE OF DRILLING, FOR, PRODUCING, EXTRACTING AND TAKING ANY OF SAID MINERALS, GAS, OILS, PETROLEUM, NAPHTHA, AND OTHER HYDROCARBON SUBSTANCES FROM SAID LAND AND TO STORE THE SAME UPON SAID LAND, TOGETHER WITH THE RIGHT TO USE OR DEVELOP AND USE ALL WATER NECESSARY AND CONVENIENT FOR SAID LAND DRILLING, EXTRACTING OR TAKING OF SAID MINERALS, GAS, OILS, PETROLEUM, NAPHTHA AND OTHER HYDROCARBONS SUBSTANCES, WITH THE RIGHT TO PERSONALLY OR THROUGH ANY AGENTS, SERVANTS, EMPLOYEES, OR LESSEES OF THE SECURITY-FIRST NATIONAL BANK OF LOS ANGELES, ITS SUCCESSORS OR ASSIGNS, AND FROM TIME TO TIME TO CONSTRUCT, LAY, USE, MAINTAIN, ERECT, REPAIR, REPLACE AND REMOVE THEREON AND THEREFROM ALL DERRICKS, ROADS, TANKS, RESERVOIRS, MACHINERY, TELEPHONE AND TELEGRAPH LINES, PIPE LINES AND OTHER STRUCTURES, WITH THE RIGHT OF WAY FOR PASSAGE OVER, UPON AND ACROSS AND INGRESS AND EGRESS TO AND FROM SAID PREMISES AND EVERY PART THEREOF, AS EXCEPTED AND RESERVED IN THE DEED FROM THE SECURITY-FIRST NATIONAL BANK OF LOS ANGELES, A NATIONAL BANKING ASSOCIATION, TO ARAM H. KINOSIAN AND ALICE M. KINOSIAN, HUSBAND AND WIFE, AS JOINT TENANTS, DATED APRIL 27, 1937, FILED FOR RECORD MAY 14, 1937.

BASIS OF BEARINGS:

THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE & MERIDIAN WAS TAKEN TO BE SOUTH 89°08'04" EAST, SAID LINE ALSO BEING THE CENTERLINE OF EL MOUNT AVENUE (416), PER MAP OF MORNINGSIDE UNIT II, RECORDED IN BOOK 38 AT PAGE 26, TULARE COUNTY RECORDS.

LOTS INFO:

44 LOTS

APN:

014-047-056

DEVELOPER/OWNER:

CHARNLEY LAND INC.
317 SOUTH MAIN STREET
TEMPLETON, CA 93465

SITE INFORMATION:

1. DOMESTIC SOURCE OF WATER: CITY OF DINUBA
DOMESTIC SOURCE OF SEWAGE: CITY OF DINUBA
2. ELECTRIC/ NATURAL GAS: PACIFIC GAS & ELECTRIC COMPANY
TELEPHONE PROVIDER: SBC OF CALIFORNIA

THIS PROPERTY IS SUBJECT TO:

1. AN EASEMENT FOR THE PURPOSES SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SHOWN OR AS OFFERED FOR DEDICATION ON THE RECORDED MAP SHOWN BELOW;
MAP OF: MORNINGSIDE UNIT II
RECORDED: IN BOOK 38, PAGE 26 OF MAPS

EASEMENT PURPOSE: PUBLIC UTILITIES AND PEDESTRIAN EASEMENT.
AFFECTS: THE NORTHERLY AND WESTERLY 10 FEET.

SAID PROPERTY LIES WITHIN THE PARAMETERS OF A FLOOD HAZARD ZONE AS DELINEATED ON THE FEDERAL INSURANCE ADMINISTRATIONS FLOOD INSURANCE RATE MAPS.

REFERENCE IS MADE TO SAID MAP FOR PARTICULARS.

3. THE VESTING SET FORTH IN THIS REPORT IS SUBJECT TO VERIFICATION, TO THE SATISFACTION OF THE COMPANY, OF THE VALIDITY AND ENFORCEABILITY OF THE FOLLOWING DEED:
DATED: JULY 6, 2004
GRANTOR: FRESNO ASPEN DEVELOPMENT, A CALIFORNIA LIMITED PARTNERSHIP
GRANTEE: HARISH SAIGAL AND SUCHITA SAIGAL, TRUSTEES OF THE HARSH SAIGAL AND SUCHITA SAIGAL FAMILY TRUST DATED NOVEMBER 6, 1991
RECORDED: JANUARY 19, 2005 AS INSTRUMENT NO. 05-5122 OF OFFICIAL RECORDS

BOARD OF SUPERVISOR'S STATEMENT

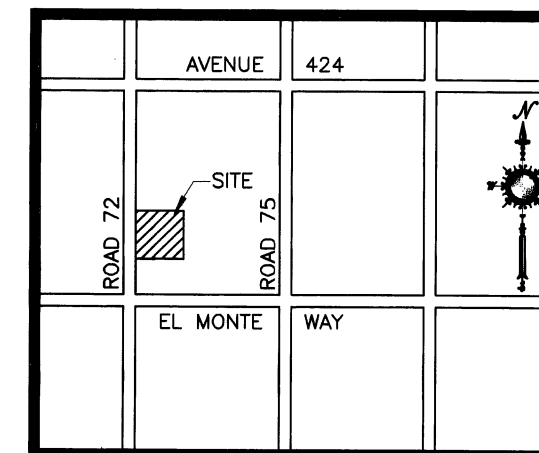
I, C. BRIAN HADDIX, COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TULARE, STATE OF CALIFORNIA, HEREBY CERTIFIES TO THE COUNTY RECORDER AND TO WHOMEVER IT MAY CONCERN, THAT ALL OF THE PROVISIONS OF CHAPTER 2, DIVISION 2, TITLE 7 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA AND ANY LOCAL ORDINANCE PERTAINING TO DEPOSITS REQUIRED AT THE TIME OF APPROVAL BY THE BOARD OF SUPERVISORS OF THIS MAP, HAVE BEEN COMPLIED WITH.

DATE THIS 4th DAY OF February, 2007

C. BRIAN HADDIX
COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS
BY: [Signature]
DEPUTY

FLOOD ZONE STATEMENT

THIS PROPERTY IS IN ZONE A AND C OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 065065-0280B, WHICH BEARS AN EFFECTIVE DATE OF SEPTEMBER 29, 1996 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION OR APPLY FOR VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY. ZONE A AND C DENOTES AREAS OUTSIDE OF THE 500 YEAR PLAIN.



VICINITY MAP: NOT TO SCALE
CITY OF DINUBA, STATE OF CALIFORNIA

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY, TRUE, AND COMPLETE AS SHOWN, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF CHARNLEY LAND INC. IN JULY 2006. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THEY WILL BE SET IN THOSE POSITIONS BEFORE JANUARY 2007, AND THAT SAID MONUMENTS ARE, OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

PETER ESPINOSA, P.L.S. 6335

DATE

CITY ENGINEER'S CERTIFICATE:

I HEREBY STATE THAT I HAVE EXAMINED THE MAP, THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND OF ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH, THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

DEAN K. UOTA, R.C.E.-30957
CITY ENGINEER

DATE

CITY PLANNING COMMISSION'S STATEMENT

APPROVED BY THE PLANNING COMMISSION OF THE CITY OF DINUBA IN ACCORDANCE WITH REQUIREMENTS OF LAW IN A DULY AUTHORIZED MEETING HELD NOV. 1, 2005

DATE: 1/4/07

SECRETARY

CITY CLERK'S CERTIFICATE

THIS IS TO CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL FOR THE CITY OF DINUBA HELD ON THE 12th DAY OF DEC., 2006 AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED APPROVING THIS MAP AND SUBDIVISION AND ACCEPTING, SUBJECT TO IMPROVEMENTS, EASEMENTS, AND PUBLIC UTILITIES EASEMENTS, AS SHOWN WITHIN THE BOUNDARIES OF THE SUBDIVISION ON THIS MAP, WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF DINUBA THIS 8th DAY OF JANUARY, 2007.

CITY CLERK

RECORDER'S STATEMENT:

DOCUMENT NO. 2007-0014345

FEE PAID \$14.00

FILED THIS 12th

FILED THIS 12th DAY OF FEBRUARY, 2007 AT 8:00 A.M., IN VOLUME 42 OF MAPS, AT PAGE 52, AT THE REQUEST OF PETER ESPINOSA.

GREGORY B. HARDCASTLE
TULARE COUNTY ASSESSOR/CLERK-RECORDER

BY: [Signature]
DEPUTY

 ESPINOSA SURVEYING	5654 S. Elm Ave. Easton, CA 93706	DATE OF SURVEY	SEPTEMBER 2005
		ESP JOB No.	05118BX
	Tel. 559.442.0883 Fax 559.442.0884	DRAWN BY	N. SAYASANE
		REVISION DATE	4/10/2006
		REV. NOY	6/1/2006
		REV. NOY3	7/21/2006
		REV. NOY4	09/01/2006
		REV. NOY5	11/21/2006

MARQUIS HOMES

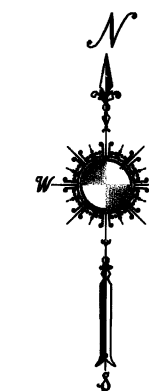
IN THE CITY OF DINUBA,
COUNTY OF TULARE, STATE OF CALIFORNIA
DATE OF SURVEY: SEPTEMBER 2005
SHEET TWO OF FOUR SHEETS

LEGEND

- MONUMENTS TO BE SET, 3/4" X 30" IP TAGGED PLS 6335, DOWN 6".
- MONUMENTS FOUND 3/4" IP EXCEPT WHERE OTHERWISE NOTED.
- (R-1) RECORD DATA PER MORNINGSIDE UNIT II, R.M. IN BOOK 38 OF PAGE 26 IN THE COUNTY OF TULARE.
- (R-2) RECORD DATA PER MORNINGSIDE UNIT I, R.M. IN BOOK 37 OF RECORD MAPS, AT PAGE 96 TULARE COUNTY RECORDS.
- INDICATES SUBJECT SUBDIVISION BOUNDARY.
- - - INDICATES RIGHT-OF-WAY.
- INDICATES LOT LINES.
- - - INDICATES SECTION LINES.
- - - INDICATES CENTERLINE OF THE ROAD.
- - - INDICATES FLOOD ZONES.
- △ MONUMENTS TO BE SET, BRASS DISC STAMPED PLS 6335.
- P.U.E. PUBLIC UTILITIES EASEMENT, PER THIS MAP.
- L.E. LANDSCAPE EASEMENT, PER THIS MAP.
- R= RADIAL BEARING
- ◇ SET 3/4" I.P. TAGGED PLS 6335 AS WITNESS CORNER ON LOT LINE AS SHOWN, 15.00' FROM NEAREST LOT CORNER (DISTANCE SHOWN ARE TO TRUE CORNER).

BASIS OF BEARINGS

THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN WAS TAKEN TO BE SOUTH 89°08'04" EAST, SAID LINE ALSO BEING THE CENTERLINE OF EL MONTE AVENUE (416), PER COUNTRY ESTATES NO. 3, RECORDED IN BOOK 34 OF PLATS AT PAGE 24, TULARE COUNTY RECORDS.



0 100' 200'
SCALE 1" = 100'



5654 S. Elm Ave.
Easton, CA 93706
Tel. 559.442.0883
Fax 559.442.0884
EMAIL
info@espls.com

DATE OF SURVEY	SEPTEMBER 2005
ESP JOB No.	05118BX
DRAWN BY	N. SAYASANE
REVISION DATE	4/10/2006
REV. NOY	6/1/2006
REV. NOY3	7/21/2006
REV. NOY4	09/01/2006
REV. NOY5	11/21/2006

SOUTHWEST CORNER OF SECTION 7, 16/24, FOUND 2" BRASS CAP, TAGGED RCE 19789 (MONUMENT OF RECORD STATES: SET T.C. BRASS DISK IN CONCRETE FLUSH PER G.S. 7/12/93).

1298.92' (1298.86' R-2)
S89°08'04"E 2599.67' (S89°08'04"E 2599.64' R-2) BASIS OF BEARINGS
EL MONTE WAY

1/16 WEST CORNER OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 24 EAST, M.D.B.&M., FOUND 3/4" IRON PIPE, NO TAG.

SOUTH QUARTER CORNER OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 24 EAST, M.D.B.&M., FOUND 2" BRASS CAP, TAGGED LS 4714, (MONUMENT OF RECORD STATES: FOUND BRASS DISK IN TYPE B MONUMENT, SET T.C. BRASS DISK IN CONCRETE, FLUSH, PER G.S. 7/21/93).

29-07



LEGEND

- MONUMENTS TO BE SET, 3/4" X 30" IP TAGGED PLS 6335, DOWN 6".
- MONUMENTS TO BE SET 3/4" IP EXCEPT WHERE OTHERWISE NOTED.

(R-1) RECORD DATA PER MORNINGSIDE UNIT II, R.M. IN BOOK 38 OF PAGE 26 IN THE COUNTY OF TULARE.

(R-2) RECORD DATA PER MORNINGSIDE UNIT I, R.M. IN BOOK 37 OF RECORD MAPS, AT PAGE 96 TULARE COUNTY RECORDS.

- INDICATES SUBSECTION SUBDIVISION BOUNDARY.
- INDICATES RIGHT-OF-WAY.
- INDICATES LOT LINES.
- INDICATES SECTION LINES.
- INDICATES CENTERLINE OF THE ROAD.
- INDICATES FLOOD ZONES.

△ MONUMENTS TO BE SET, BRASS DISC STAMPED PLS 6335.

U.E. PUBLIC UTILITIES EASEMENT, PER THIS MAP.

L.E. LANDSCAPE EASEMENT, PER THIS MAP.

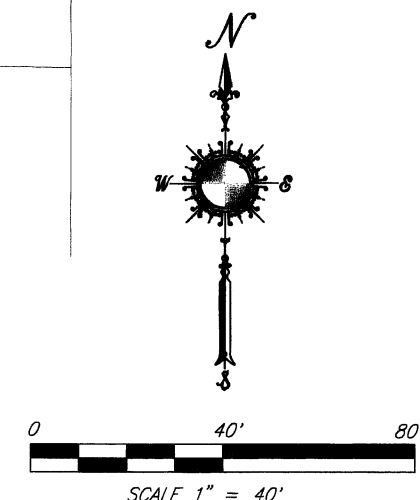
R= RADIAL BEARING

SET 3/4" I.P. TAGGED PLS 6335 AS WITNESS CORNER ON LOT LINE AS SHOWN, 15.00' FROM NEAREST LOT CORNER (DISTANCE SHOWN ARE TO TRUE CORNER).

◇

CURVE TABLE:				LINE TABLE:		
CURVE	LENGTH	RADIUS	DELTA	LINE	LENGTH	BEARING
C1	24.27	15.00	92°43'08"	L1	19.34'	S45°20'51"E
C2	24.91	16.00	89°11'29"	L2	35.83'	S89°10'42"E
C3	23.35	15.00	89°11'29"	L3	35.83'	S89°10'42"E
C4	25.36	16.00	90°48'31"	L4	11.81'	S89°10'42"E
C5	31.70	20.00	90°48'31"	L5	13.06'	N00°00'47"E
C6	63.40	40.00	90°48'30"	L6	18.84'	N52°47'12"E
C7	16.23	15.00	61°59'01"	L7	16.64'	S77°38'31"E
C8	31.42	20.00	90°00'00"	L8	28.41'	N00°00'47"E
C9	62.16	40.00	89°02'30"	L9	5.01'	S89°59'13"E
C10	24.87	16.00	89°02'29"	L10	20.22'	S47°52'02"E
C11	59.58	270.00	12°38'37"	L11	13.59'	N00°00'47"E
C12	14.40	230.00	3°35'13"	L12	5.01'	N00°49'18"E
C13	54.29	246.00	12°38'38"	L13	1.00'	N89°59'13"W
C14	56.72	254.00	12°47'37"	L14	19.15'	S89°11'23"E
C15	25.36	16.00	90°48'31"	L15	23.99'	S00°49'18"W
C16	63.40	40.00	90°48'30"	L16	19.34'	S45°20'51"E
C17	23.77	15.00	90°48'45"	L17	35.83'	S89°10'42"E
C18	19.80	254.45	4°27'29"	L18	17.41'	N00°00'47"E
C19	31.94	234.00	7°49'18"	L19	30.24'	N00°00'47"E
C20	15.56	266.00	3°21'03"	L20	13.22'	N00°00'47"E
C21	43.84	266.00	9°26'33"	L21	34.58'	N00°00'47"E
C23	23.32	15.00	89°04'33"	L22	5.56'	N00°00'47"E
C24	12.08"	14.93	46°20'51"	L23	40.64	N00°00'47"E
C25	14.02	15.00	53°33'32"	L24	2.56'	S89°10'42"E
C26	18.07	15.00	69°02'12"	L25	33.27'	S89°10'42"E
C27	36.96	230.00	9°12'24"	L26	11.23'	S89°24'28"E
C28	14.90	12.53	68°09'00"	L27	24.00'	S89°59'13"E
				L28	24.00'	S89°59'13"E

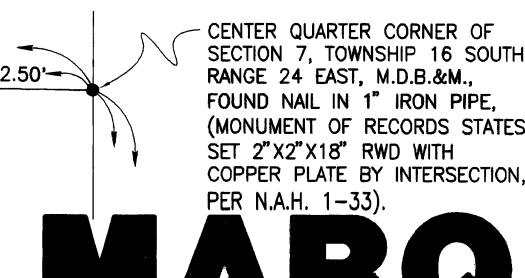
THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN WAS TAKEN TO BE SOUTH 89°08'04" EAST, SAID LINE ALSO BEING THE CENTERLINE OF EL MONTE AVENUE (416), PER COUNTY ESTATES NO. 3, RECORDED IN BOOK 34 OF PLATS AT PAGE 24, TULARE COUNTY RECORDS.



5654 S. Elm Ave.
Easton, CA 93706
Tel. 559.442.0883
Fax 559.442.0884
EMAIL
info@espls.com

DATE OF SURVEY	SEPTEMBER 2005
ESP JOB No.	05118BX
DRAWN BY	N. SAYASANE
REVISION DATE	4/10/2006
REV. NOY	6/1/2006
REV. NOY3	7/21/2006
REV. NOY4	09/01/2006
REV. NOY5	11/21/2006

—SOUTHWEST CORNER OF SECTION 7,
16/24, FOUND 2" BRASS CAP,
TAGGED RCE 19789 (MONUMENT OF
RECORD STATES: SET T.C. BRASS
DISK IN CONCRETE FLUSH PER G.S.
7/12/93).



DATE OF SURVEY	SEPTEMBER 2005
ESP JOB No.	05118BX
DRAWN BY	N. SAYASANE
REVISION DATE	4/10/2006
REV. NOY	6/1/2006
REV. NOY3	7/21/2006
REV. NOY4	09/01/2006
REV. NOY5	11/21/2006

RECORDING REQUESTED
AND RETURN TO:

CITY OF DINUBA
PUBLIC WORKS DEPARTMENT
405 E. EL MONTE WAY
DINUBA, CA 93618

No Fee per Government Code 6103

NOTICE OF COMPLETION

NOTICE IS HERE BY GIVEN:

1. That the City of Dinuba, a Municipal Corporation, whose address is 405 E. El Monte Way, Dinuba, California, is the owner of the real property, public works or structure hereinafter described.
2. That on the 1st of September 2020, a work of improvements on real property hereinafter described was completed pursuant to a Contract to which Chapter 5 of Part I of Division 5, of the Public Contract Code applies.
3. That the name of the Contractor who performed said work of improvements pursuant to said Contract with the City of Dinuba is Stock Five Holdings, LLC. The surety is Fidelity and Deposit Company of Maryland 1299 Zurich Way Schaumburg, IL 60196.
4. That the real property or public works or structure is described as follows:

**City of Dinuba
Marquis Homes Subdivision**

The project consisted of the installation/construction of domestic water, sanitary sewer, storm drain, curb and gutter, sidewalks, landscape and irrigation, street construction, and street lighting.

5. That the Nature of the owner's interest or estate is: In Fee

Dated: _____, 2020

CITY OF DINUBA
A Municipal Corporation

By _____
Jason Watts, PE Dinuba City Engineer

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)
) SS
COUNTY OF FRESNO)

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 2020, by Jason Watts, City Engineer of the City of Dinuba, a Municipal Corporation, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Notary Public in and for the County of Fresno,
State of California



City Council Staff Report

Department: CITY MANAGER'S OFFICE

September 8, 2020

To: Mayor and City Council
From: Linda Barkley, City Clerk
Subject: City Council Meeting Minutes, August 25, 2020 (LB)

RECOMMENDATION

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

EXECUTIVE SUMMARY

None.

OUTSTANDING ISSUES

None.

DISCUSSION

None.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.

ATTACHMENTS:

[City Council Meeting Minutes, August 25, 2020](#)



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

**August 25, 2020
MINUTES**

COUNCIL MEMBERS PRESENT:

Launer, Thusu, Longoria (6:35 pm), Morales

COUNCIL MEMBERS ABSENT:

Reynosa

STAFF MEMBERS PRESENT:

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

1. OPENING CEREMONIES

1.1. Welcome and Roll Call

Mayor Thusu extended the welcome. City Clerk Barkley called roll of the City Council and roll call of executive staff present at the teleconferenced meeting.

1.2. Invocation

City Clerk Barkley led the invocation.

1.3. Pledge of Allegiance

Chief Thompson led the Pledge of Allegiance.

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. 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 Council Meeting Minutes, August 11, 2020 (LB)

RECOMMENDATION

Council to review and approve City Council meeting minutes of August 11, 2020 as presented.

4.2. SUBJECT

Purchase of One (1) New Cardiac Monitor/Defibrillator (CT)

RECOMMENDATION

Council to authorize the Fire Department to purchase one (1) new cardiac monitor/defibrillator from Stryker in the amount of \$31,891.

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

Ayes: Launer, Longoria, Morales, Thusu

Absent: Reynosa

5. WARRANT REGISTER

5.1. SUBJECT

Warrant Register August 14 & 21, 2020 (MM)

RECOMMENDATION

Council to review and approve the Warrant Register as presented.

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

Ayes: Launer, Longoria, Morales, Thusu

Absent: Reynosa

6. DEPARTMENT REPORTS

6.1. SUBJECT

Resolution No. 2020-53 Approving the Submission of an Application for Funding (CDBG-CV1) (IH)

RECOMMENDATION

Council adopt Resolution No. 2020-53 approving the submission of an application for funding for the the 2020 Community Development Block Grant, Coronavirus Response Round 1 (CDBG-CV1) Program.

Director presented the request for submission of an application for funding through the CDBG-CV-1 grant. Hernandez requested the Council adopt Resolution No. 2020-53 as presented.

A motion was made by Council Member Morales, second by Vice Mayor Longoria, to adopt Resolution No. 2020-53 approving the submission of an application for funding for the 2020 Community Development Block Grant, Coronavirus Response Round 1 (CDBG-CV1) Program.

Ayes: Launer, Longoria, Morales, Thusu

Absent: Reynosa

6.2. SUBJECT

Purchase of One (1) New Type 3 Ambulance (CT)

RECOMMENDATION

Council authorize the Fire Department to purchase one (1) new type 3 ambulance and related equipment from Republic EVS in the amount of \$163,576.05, and authorize staff to order the new ambulance through the Houston-Galveston Area Council (HGAC) purchasing cooperative.

Chief Thompson presented a request to purchase a new type 3 ambulance and related equipment from Republic EVSS in the amount of \$163,576.05 and authorize staff to order the new ambulance through the Houston-Galveston Area Council (HGAC) purchasing cooperative.

A motion was made by Council Member Morales, second by Council Member Launer, to authorize staff to purchase a type 3 ambulance and related equipment from Republic EVS in the amount of \$163,576.05 and authorize staff to order the new ambulance through the Houston-Galveston Area Council (HGAC) purchasing cooperative.

Ayes: Launer, Longoria, Morales, Thusu

Absent: Reynosa

7. MAYOR/COUNCIL REPORTS

Council Member Launer thanked the Gas Company for their meal program for seniors.

Council Member Morales: thanked first responders for the work they are doing keeping our community safe.

Council Member Launer: thanked public works staff for handling various issues around town so quickly.

Mayor Thusu echoed the sentiments. He lauded the Kern Street project and thanked

staff for their hard work to get the project and other projects done.

8. CITY MANAGER COMMUNICATIONS

City Manager Patlan shared that there are several ongoing capital projects: Nebraska Avenue; Storm Drain project on Kern Street; College Avenue railroad crossing; and SB1 projects will begin this week on Monte Vista, Viscaya, Kamm, and Englehart. He expressed thanks to team members for serving the public with a high level of service.

9. CITY STAFF COMMUNICATIONS

City Engineer Watts echoed City Manager Patlan's comments on the numerous projects around town.

Public Works Director Hernandez reported there are several temporary road closures around town but they should be closed very temporarily.

Chief Popovich reported a fatal crash that occurred on Monday. He reported that he extended a conditional offer of employment to a candidate.

Chief Thompson reported he extended conditional job offers to two candidates. The multiple fires in California are keeping Chief Doyle occupied as he is currently deployed assisting with fire management. Chief Thompson noted the paramedics are extremely busy.

City Attorney Jenner reported that the condemnation documents concerning the Alta/Nebraska roundabout have been finalized and she expects them to be accepted by the court tomorrow.

10. ADJOURNMENT

Mayor Thusu adjourned the meeting at 6:58 pm.



City Council Staff Report

Department: PARKS AND COMMUNITY SERVICES

September 8, 2020

To: Mayor and City Council
From: Stephanie Hurtado, Parks and Community Services Director
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.

EXECUTIVE SUMMARY

College Park Recreation Center is currently used as an early child care center operated by VDA, Inc. Over the past few months there has been an increase in negative activity in and around the parking lot. Staff is recommending completing the fence around the perimeter to keep unauthorized individuals out and enhance safety. VDA has agreed to pay for half of the cost of a new fence totaling \$7,104.

OUTSTANDING ISSUES

None.

DISCUSSION

The City leased the College Park Recreation Center to VDA, Inc. for use as an early child care facility serving kids under the age of 5 years old. They are currently open at half capacity with strict guidelines due to COVID-19.

Over the last three months there have been multiple reports of increased negative activity at College Park Recreation. Unauthorized individuals are using the parking lot to drop off unwanted items by the dumpster, teachers cars have been vandalized and a variety of other safety concerns.

Most of the perimeter of the facility is fenced off. However, the main entrance to the center on Academy is open and accessible at all hours. Staff and VDA discussed the possibility of installing a security fence along the northern portion of the property to close off the alleyway and the front of the parking lot to prevent unwanted access after hours.

Staff received an estimate from Spence Fence in the amount of \$7,104. A copy of the estimate is enclosed as Attachment 'A'. VDA, Inc. has agreed to pay for half of the cost of the fence totaling \$3,552.

If approved, staff will order the fence to be installed as soon as possible.

FISCAL IMPACT

VDA will contribute \$3,555.00 and the City of Dinuba will contribute \$3,552 from general fund for a total of \$7,104.00.

PUBLIC HEARING

ATTACHMENTS:

[Spence Fence Estimate](#)

Spence Fence Company Enterprises

1145 No. Miller Park Ct.
Visalia, CA 93291

Phone# (559) 651-2889 Fax# (559) 651-2890

License# 987483

Estimate

Date	Estimate #
9/2/2020	11302

Name / Address
CITY OF DINUBA/ PARKS 1390 ELIZABETH WAY DINUBA, CA 93618

Terms & Conditions

1. Owner is to be present when the crew arrives.
2. Owner is to verify the location of the fence to be removed & or installed.
3. Owner is required to inspect the job when completed.
4. Owner is required to pay the invoice in full to the crew leader on site.
5. Warranty: One year on workmanship, no warranty on wood products after the job is inspected, due to wood being exposed to the natural elements. (water, sun, etc.)
6. Spence Fence Company Enterprises is not responsible for underground pipes, wire, cables, gas lines etc. USA will be called by Spence Fence Company Enterprises before starting the job if it is located in the front of the house or utility easement.
7. Owner is to clear a two foot pathway along the fence line.

		Contact	
Description	Qty.	Rate	Total
INSTALL APPROXIMATELY 107' OF 6' TALL 11 GAUGE CHAIN LINK FENCE 2- 21' X 6' TALL ROLL GATES INSTALL APPROXIMATELY 216' OF 6' TALL BEIGE PRIVACY CHAIN LINK FENCE 1- 4' X 6' TALL WALK GATE MATERIAL: 2 3/8 TERMINAL POST 1 7/8 LINE POST 1 5/8 TOP RAIL & GATE FRAME 11 GAUGE MESH 9 GAUGE PRIVACY MESH 9 GAUGE BOTTOM TENSION WIRE		7,104.00	7,104.00
Signature _____		Total \$7,104.00	
Notice to Owner Under the Mechanics lien law, any contractor, subcontractor, laborer, materialman or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property " Under the law, you may protect yourself against such claims by filing, before commencing such work or improvement, an original contract for the work of improvement or a modification thereof, in the office of the county recorder of county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract." ** WE ACCEPT ALL MAJOR CREDIT CARDS **			

Estimated price includes material, and labor to complete job as stated above, unless otherwise noted. Price may be adjusted to actual measured footage completed. Due to varying material cost, this estimate is valid 20 days from date.



REQUEST FOR BUDGET AMENDMENT

Requested by: Stephanie Hurtado

Account Numbers	Fund Name Description	Budget Amounts	
		Increase	Decrease
REVENUES			
101-409.2120	Private Building Rental		\$3,552
APPROPRIATIONS			
101.40.402-670.1010	Building Repair & Maintenance	\$3,552	
Reason(s) for Budget Amendment:			
This budget amendment is necessary to fund the installation of a privacy fence at College Park Recreation, as a preventive for damages to the premises. VDA, Inc., who has a lease agreement with the city to run a day care program at College Park Recreation will reimburse the city for half of the incurred cost.			
Department Director		Signature _____	Date _____
Approval Required Budget Amendment:			
Administrative Services Director		Signature _____	Date _____
City Manager		Signature _____	Date _____
City Council: ☐ Approved ☐ Resolution # _____ ☐ Denied		Date _____	
BA # _____ JE # _____ Date Posted _____ By: _____			



City Council Staff Report

Department: ENGINEER/PLANNING

September 8, 2020

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

EXECUTIVE SUMMARY

The Final Map for the Nehf-Gapen Subdivision Phase 2 is completed and ready for approval by the City Council. Phase 2 of the subdivision consists of 4 lots and a remainder lot located between Hayes Avenue and Whitney Way south of Saginaw Avenue. Dorothy E. Nehf is the owner and developer of the 4 lots.

OUTSTANDING ISSUES

None.

DISCUSSION

The tentative tract map for the Nehf-Gapen Subdivision Phase 2 was initially approved by the Planning Commission on June 2, 2009 and subsequently approved by City Council on June 23, 2009. Due to the collapse of the housing market and subsequent recession, the Final Map was never filed and the project was never developed. The Tentative Map is still active because of time extensions that were automatically granted by the state legislature (SB 1185) or granted by the Planning Commission.

Mrs. Dorothy E. Nehf is the owner of the project and is requesting approval and recordation of the Final Map for Phase 2 consisting of 4 lots and a remainder lot. The City Engineer has reviewed the Final Map for Phase 2 and has determined that the Final Map conforms to the Tentative Map as well as City and State standards for subdivisions of land. There are no off-site improvements required and therefore no need for bonding or a subdivision agreement. The Final Map for Phase 2 is enclosed herein as Attachment 'A'.

The next step is for the City Council to adopt Resolution No. 2020-54 enclosed herein as Attachment 'B' approving the Final Map for Phase 2 and authorizing the Final Map to be recorded with the Tulare County Recorder's Office.

The Nehf family is currently working on developing the 4 lots into single family homes. The approximate house square footage and price point for selling the homes has yet to be determined.

FISCAL IMPACT

The City will be receiving the normal fees associated with building permits. The offsite infrastructure was constructed with the previous Hayes Avenue Reconstruction Project.

PUBLIC HEARING

None.

ATTACHMENTS:

[A. Final Map for Phase 2](#)

[B. Resolution No. 2020-54 Approving Final Map Phase 2](#)

RECORD TITLE INTEREST STATEMENT

THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND WITHIN THIS SUBDIVISION, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP AND OFFER FOR DEDICATION FOR PUBLIC USE THE STREETS AND EASEMENTS SPECIFIED ON SAID MAP AS INTENDED FOR PUBLIC USE FOR THE PURPOSES SPECIFIED HEREON.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:
1. PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF GAS LINES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, AND SHOWN HEREON AND DESIGNATED AS "10' P.U.E." (PUBLIC UTILITY EASEMENT)

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:
2. PORTIONS OF EAST SAGINAW AVENUE AND NORTH WHITNEY WAY AS SPECIFIED ON THIS MAP FOR PUBLIC STREET AND ALL OTHER MUNICIPAL PURPOSES

DOROTHY E. NEHF REVOCABLE TRUST

BY: DOROTHY E. NEHF, TRUSTEE

NOTARY'S ACKNOWLEDGMENTS:

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 }..SS

ON _____ BEFORE ME, _____, NOTARY PUBLIC
PERSONALLY APPEARED _____

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.

NAME: _____ SIGNATURE _____

MY COMMISSION EXPIRES _____ COMMISSION NUMBER _____

PRINCIPAL OFFICE LOCATED IN THE COUNTY OF _____

(DO NOT SEAL)

NEHF - GAPEN SUBDIVISION
PHASE II

BEING A RESUBDIVISION OF A PORTION OF PARCEL 4
OF PARCEL MAP NO. 1946

IN THE CITY OF DINUBA, COUNTY OF TULARE,
STATE OF CALIFORNIA

SURVEYED AND PLATTED IN NOVEMBER, 2019
BY DALE G. MELL & ASSOCIATES

CONSISTING OF 2 SHEETS
SHEET 1 OF 2 SHEETS

LEGAL DESCRIPTION

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

PARCEL 4 OF PARCEL MAP NO. 1946, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 20 OF PARCEL MAPS AT PAGE 47, TULARE COUNTY RECORDS, IN THE CITY OF DINUBA, COUNTY OF TULARE, STATE OF CALIFORNIA.

EXCEPTING THEREFROM ALL THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL 4; THENCE SOUTH 0°07'42" WEST, 230.72 FEET ALONG THE EAST LINE OF SAID PARCEL 4 TO THE SOUTHEAST CORNER OF SAID PARCEL 4; THENCE NORTH 87°33'16" WEST, 30.02 FEET ALONG THE SOUTH LINE OF SAID PARCEL 4 TO A POINT ON A LINE 30.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID PARCEL 4; THENCE NORTH 0°07'42" EAST, 220.71 FEET ALONG SAID PARALLEL LINE TO A POINT ON A LINE 10.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID PARCEL 4; THENCE NORTH 43°41'26" WEST, 14.43 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL 4, SAID POINT BEING 40.02 FEET WEST OF THE NORTHEAST CORNER OF SAID PARCEL 4; THENCE SOUTH 87°33'16" EAST, 40.02 FEET ALONG THE NORTH LINE OF SAID PARCEL 4 TO THE POINT OF BEGINNING, BY GRANT DEED RECORDED JUNE 17, 2016 INSTRUMENT NO. 2016-0035389 OF OFFICIAL RECORDS.

THIS PROPERTY IS SUBJECT TO THE FOLLOWING:

1. AN EASEMENT 10 FEET IN WIDTH FOR GAS MAIN AND 6.5 FEET IN WIDTH FOR GAS SERVICES, GRANTED TO SOUTHERN CALIFORNIA GAS COMPANY RECORDED DECEMBER 18, 1940 IN VOLUME 921 AT PAGE 90 AS DOCUMENT NO. 19544, OFFICIAL RECORDS OF TULARE COUNTY, EXACT LOCATION NOT DISCLOSED OF RECORD. REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

CITY PLANNING COMMISSION'S STATEMENT

APPROVED BY THE PLANNING COMMISSION OF THE CITY OF DINUBA IN ACCORDANCE WITH REQUIREMENTS OF LAW IN A DULY AUTHORIZED MEETING HELD _____, 2020 .

KARL SCHOETTLER, SECRETARY

DATE: _____



SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION, AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF DOROTHY NEHF IN NOVEMBER, 2019. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACTED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DALE G. MELL PLS 4823 DATE: _____

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

JASON A. WATTS, PE 85594 CITY ENGINEER DATE: _____

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DAVID C. HORN, LS 8204 DATE: _____

BOARD OF SUPERVISOR'S STATEMENT

I, JASON T. BRITT, COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TULARE, STATE OF CALIFORNIA, DO HEREBY STATE THE SAID BOARD OF SUPERVISORS HAS APPROVED THE PROVISIONS MADE FOR THE PAYMENT OF TAXES AS PROVIDED IN DIVISION 2 OF TITLE 7 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA.

DATE THIS _____ DAY OF _____, 2020.

JASON T. BRITT
COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS

BY: _____

DEPUTY

CITY CLERK'S CERTIFICATE

THIS IS TO CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DINUBA HELD ON THE _____ DAY OF _____, 2020, AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED APPROVING THIS MAP AND SUBDIVISION AND ACCEPTING ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENTS, ALL PARCELS OF LAND AND EASEMENTS OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION.

WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF DINUBA THIS _____ DAY OF _____, 2020.

LINDA BARKLEY, CMC

CITY CLERK

RECORDER'S CERTIFICATE

DOCUMENT NO.: _____ FEE PAID: \$ _____

FILED THIS _____ DAY OF _____, 2020 AT _____ M.

IN VOLUME _____ OF MAPS, AT PAGE _____, TULARE COUNTY RECORDS,

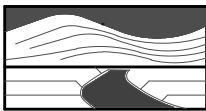
AT THE REQUEST OF DALE G. MELL & ASSOCIATES.

ROLAND P. HILL, TULARE COUNTY ASSESSOR / CLERK-RECORDER

BY: _____

DEPUTY

PREPARED BY:



DALE G. MELL
& ASSOCIATES
ENGINEERING & SURVEYING SERVICES
2090 NORTH WINERY AVENUE, FRESNO, CALIFORNIA 93703
(559) 292-4046 * FAX 251-9220 * EMAIL: STAFF@DALEMELL.COM
19-132FM 4/15/20

BEING A RESUBDIVISION OF A PORTION OF PARCEL 4
OF PARCEL MAP NO. 1946
IN THE CITY OF DINUBA, COUNTY OF TULARE,
STATE OF CALIFORNIA
SURVEYED AND PLATTED IN NOVEMBER, 2019
BY DALE G. MELL & ASSOCIATES
CONSISTING OF 2 SHEETS
SHEET 2 OF 2 SHEETS

THE CENTER LINE OF EAST SAGINAW AVENUE, BETWEEN NORTH WHITNEY WAY AND NORTH HAYES AVENUE, WAS TAKEN TO BE SOUTH 87°33'48" EAST PER NEHF-GAPEN SUBDIVISION MAP, PHASE I, FILED IN VOLUME 44, AT PAGE 33, TULARE COUNTY RECORDS.

• MONUMENTS FOUND AND ACCEPTED OR AS NOTED

○ 3/4" O.D. X 30" LONG IRON PIPE TO BE SET 6" DOWN AND TAGGED PLS 4823 AT ALL CORNERS, ANGLE POINTS, BEGINNING OF CURVES, AND END OF CURVES

() R-1 RECORD DATA PER PARCEL MAP NO. 1946 FILED IN BOOK 20 OF PARCEL MAPS AT PAGE 47, T.C.R.

() R-2 RECORD DATA PER 2008 SURVEY BY DENNIS FORESTER, LS 4076 SHOWN ON RECORD OF SURVEY FILED IN VOLUME 29 OF LICENSED SURVEYS, AT PAGE 53, T.C.R.

() R-3 RECORD DATA PER PARCEL MAP NO. 3935 FILED IN BOOK 40 OF PARCEL MAPS, AT PAGE 39, T.C.R.

() R-4 RECORD DATA PER NEHF-GAPEN SUBDIVISION MAP, PHASE I, FILED IN VOLUME 44 OF SUBDIVISION MAPS, AT PAGE 33, T.C.R.

T.C.R. TULARE COUNTY RECORDS

O.R.T.C. OFFICIAL RECORDS TULARE COUNTY

P.U.E. PUBLIC UTILITY EASEMENT NOW OFFERED FOR DEDICATION FOR PUBLIC USE

① 8' WIDE PRIVATE SANITARY SEWER EASEMENT FOR THE BENEFIT OF LOT 1

② 8' WIDE PRIVATE SANITARY SEWER EASEMENT PER COVENANTS AFFECTING LAND DEVELOPMENT RECORDED _____, AS DOCUMENT NO. _____, O.R.T.C..

SUBJECT SITE BOUNDARY

▲ PORTION PREVIOUSLY DEDICATED FOR PUBLIC STREET PURPOSES PER MILLWOOD TERRACE UNIT NO. 3, FILED IN VOLUME 28 OF SUBDIVISION MAPS, AT PAGE 41, T.C.R.

▲ PORTION PREVIOUSLY DEDICATED FOR PUBLIC STREET PURPOSES PER MAP OF NORTHPOINTE, FILED IN VOLUME 32 OF SUBDIVISION MAPS, AT PAGE 99, T.C.R.

△ IRREVOCABLE OFFER OF DEDICATION FOR STREET PURPOSES PER THE SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASE RECORDED JULY 8, 2015, AS DOCUMENT NO. 2015-0038609, O.R.T.C. AND ACCEPTED BY CITY OF DINUBA PER NEHF-GAPEN SUBDIVISION MAP, PHASE I

□ PORTION PREVIOUSLY DEEDED TO THE CITY OF DINUBA PER DOCUMENT NO. 2016-0035389, RECORDED JUNE 17, 2016, O.R.T.C.

▲ PORTION PREVIOUSLY DEDICATED FOR PUBLIC STREET PURPOSES PER DOCUMENT NO. 66855 RECORDED NOVEMBER 30, 1977 IN BOOK 3479 AT PAGE 320, O.R.T.C.

▨ PORTION NOW OFFERED FOR DEDICATION IN FEE FOR PUBLIC STREET PURPOSES (NO EXISTING DOCUMENT INDICATING THIS PORTION BEING PREVIOUSLY DEDICATED AS PRESENTED ON PARCEL MAP NO. 1946 (R-1 REFERENCE) AND DOCUMENT NO. 2016-0035389, O.R.T.C.)

(M1) FOUND PK. NAIL, MONUMENT OF RECORDS PER R-3 & R-4 REFERENCE HEREON.

(M2) FOUND BRASS CAP MONUMENT IN HAND WELL, STAMPED PLS 4714, MONUMENT OF RECORDS PER R-4 REFERENCE HEREON.

(M3) NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, T. 16 S., R. 24 E., M.D.B. & M., FOUND BRASS CAP MONUMENT IN HAND WELL, STAMPED RCE 21182, MONUMENT OF RECORDS PER R-4 REFERENCE HEREON.

(M4) FOUND 3/4" IRON PIPE, TAGGED PLS 4823, MONUMENT OF RECORDS PER R-4 REFERENCE HEREON.

(M5) SOUTHWEST CORNER OF PARCEL 4 OF PARCEL MAP NO. 1946 PER R-1 REFERENCE HEREON, FOUND 1/2" IRON PIPE, TAGGED PLS 4823, MONUMENT OF RECORDS PER R-4 REFERENCE HEREON.

(M6) FOUND 1/2" IRON PIPE, TAGGED LS 5358, MONUMENT OF RECORDS PER R-4 REFERENCE HEREON.

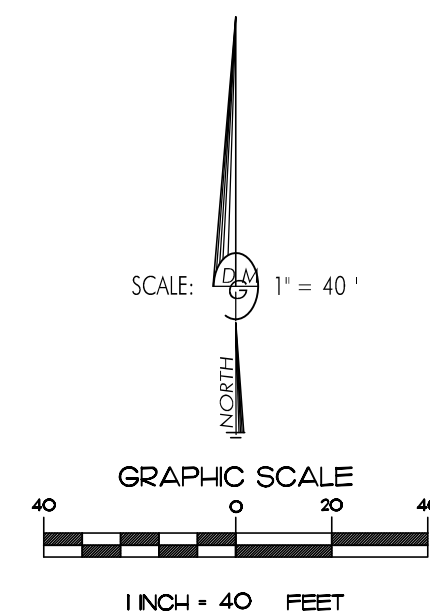
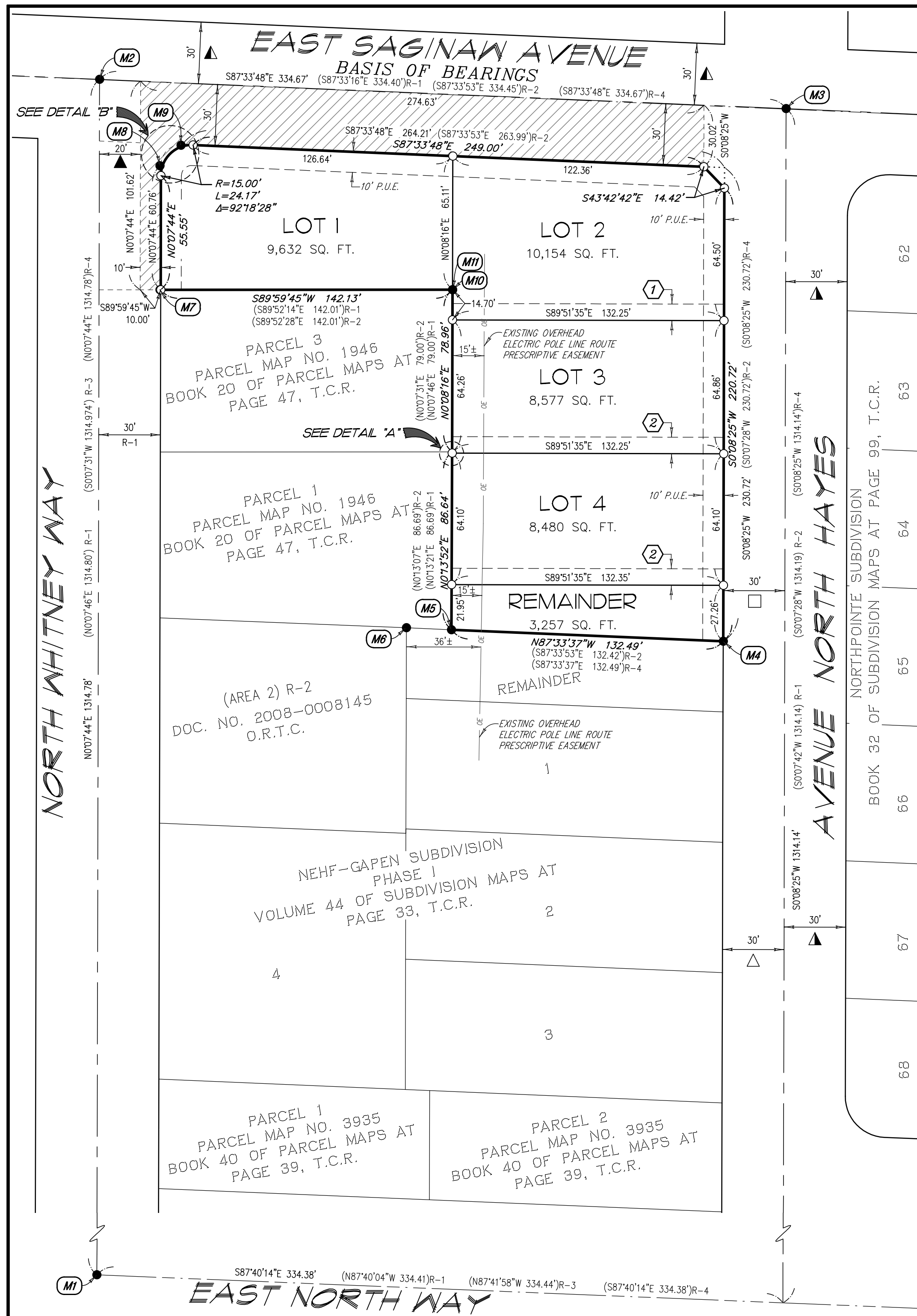
(M7) FOUND AND ACCEPTED 1/2" REBAR WITH YELLOW CAP, FLUSH, TAGGED PLS 4076, AS NORTH LINE OF PARCEL 3 OF PARCEL MAP NO. 1946 PER R-1 REFERENCE HEREON, AT 0.39' WEST OF NORTHWEST CORNER OF SAID PARCEL 3, MONUMENT OF RECORDS PER R-3 REFERENCE HEREON.

(M8) FOUND AND NOT ACCEPTED 1/2" REBAR, UP 0.2', AT 0.65' SOUTHWEST OF POINT OF TANGENCY OF THE 10' RADIUS ARC.

(M9) FOUND AND NOT ACCEPTED 1/2" REBAR WITH YELLOW CAP, FLUSH, TAGGED PLS 4076, AT 0.75' WEST SOUTHWEST OF POINT OF TANGENCY OF THE 10' RADIUS ARC, MONUMENT OF RECORDS PER R-2 REFERENCE HEREON.

(M10) NORTHEAST CORNER OF PARCEL 3 OF PARCEL MAP NO. 1946 PER R-1 REFERENCE HEREON, FOUND 3/4" IRON PIPE, DOWN 0.1', TAGGED RCE 15342, MONUMENT OF RECORDS PER R-1 REFERENCE HEREON.

(M11) FOUND AND NOT ACCEPTED 1/2" IRON PIPE, DOWN 0.1', NO TAG, AT 0.04' NORTHWEST OF NORTHWEST CORNER OF PARCEL 3 OF PARCEL MAP NO. 1946 PER R-1 REFERENCE HEREON.



RESOLUTION 2020-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA ADOPTING PLANNING APPLICATION NO. 2009-08 NEHF- GAPEN SUBDIVISION PHASE 2, FINAL MAP, ON BEHALF OF THE CITY OF DINUBA

WHEREAS, at a regularly held meeting on June 2, 2009, the Dinuba Planning Commission considered Application No. 2009-08, submitted by the City of Dinuba Redevelopment Agency, seeking approval of a tentative subdivision map; and

WHEREAS, City Council has concluded that approval of this project will not result in adverse environmental effects as these have been adequately addressed and no further environmental documentation is required; and

WHEREAS, City Council did upon due consideration make all mandatory findings as prescribed in Chapter 16 of the Dinuba Municipal Code and State Subdivision Map Act, as stated in the staff report.

WHEREAS, the proposal is consistent with the goals of the Dinuba General Plan and is considered by the Dinuba Planning Commission and Staff to be in compliance with the Dinuba Zoning Ordinance; and

WHEREAS, the City Council considered the staff report and all testimony present for the Project and was of the opinion that the Final Map for Nehf-Gapen Subdivision Phase 2 should be approved as submitted; and

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

1. Approves the Final Map for Nehf-Gapen Subdivision, Phase 2.
2. Accept all dedications and authorize the recordation of the Final Map with the Tulare County Recorder's Office.
3. The above recitals are true and correct and are adopted as the findings of the City Council.
4. 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.
5. 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



City Council Staff Report

Department: CITY MANAGER'S OFFICE

September 8, 2020

To: Mayor and City Council
From: Maggie Moreno, Administrative Services Director
By: Linda Barkley, City Clerk
Subject: Warrant Register August 28 & September 4, 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 08.28.2020](#)

[WR 09.04.2020](#)



Accounts Payable Invoice Report

Payment Date Range 08/24/20 - 08/28/20
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 263 - Advantek Benefit Administrators									
8/14/20	Funding Request	Paid by Check #26983		08/14/2020	08/28/2020	08/28/2020		08/28/2020	11,592.39
		Vendor 263 - Advantek Benefit Administrators Totals				Invoices	1		\$11,592.39
Vendor 20 - Ameritas Life Insurance									
9/1/20-9/30/20	September 2020	Paid by Check #26984		08/03/2020	08/28/2020	08/28/2020		08/28/2020	13,702.56
		Vendor 20 - Ameritas Life Insurance Totals				Invoices	1		\$13,702.56
Vendor 351 - Anthem Blue Cross									
100202113I	Medders 975A79192	Paid by Check #26993		08/07/2020	08/28/2020	08/28/2020		08/28/2020	74.20
100204202I	Canales 530M82834	Paid by Check #26997		08/07/2020	08/28/2020	08/28/2020		08/28/2020	74.20
100204798I	Sano 060M86753	Paid by Check #26996		08/07/2020	08/28/2020	08/28/2020		08/28/2020	80.70
100208391I	Harman 532W04713	Paid by Check #26992		08/07/2020	08/28/2020	08/28/2020		08/28/2020	74.20
100221259I	Tyler 299A24237	Paid by Check #26994		08/07/2020	08/28/2020	08/28/2020		08/28/2020	77.80
100221605I	Magyar 792A24403	Paid by Check #26995		08/07/2020	08/28/2020	08/28/2020		08/28/2020	77.80
000126005742	Magyar 730A75583	Paid by Check #26986		08/08/2020	08/28/2020	08/28/2020		08/28/2020	781.56
000126010472	Tyler 141A75193	Paid by Check #26987		08/08/2020	08/28/2020	08/28/2020		08/28/2020	207.81
000126057438	Canales 920M82828	Paid by Check #26991		08/08/2020	08/28/2020	08/28/2020		08/28/2020	643.11
000126095598	Roberts 210A78781	Paid by Check #26985		08/08/2020	08/28/2020	08/28/2020		08/28/2020	695.49
000126111914	Sano 097M84206	Paid by Check #26990		08/08/2020	08/28/2020	08/28/2020		08/28/2020	749.16
000126209376	Harman 862W04709	Paid by Check #26988		08/08/2020	08/28/2020	08/28/2020		08/28/2020	376.47
000126061268	Medders 936A79191	Paid by Check #26989		08/08/2020	08/28/2020	08/28/2020		08/28/2020	695.49
		Vendor 351 - Anthem Blue Cross Totals				Invoices	13		\$4,607.99
Vendor 17 - AT&T									
93910690128/20	Telephone	Paid by Check #26999		08/10/2020	08/28/2020	08/28/2020		08/28/2020	63.55
93910544628/20	DSC Telephone 7/11/20 - 8/10/2020	Paid by Check #27000		08/11/2020	08/28/2020	08/28/2020		08/28/2020	73.30
93910547448/20	Telephone	Paid by Check #26998		08/11/2020	08/28/2020	08/28/2020		08/28/2020	236.39
93910544698/20	PD - 07/11/2020 - 08/10/2020	Paid by Check #27002		08/11/2020	08/28/2020	08/28/2020		08/28/2020	20.94
93910547408/20	Billing Charges PD - 07/11/2020 - 08/10/2020	Paid by Check #27001		08/11/2020	08/28/2020	08/28/2020		08/28/2020	261.07
		Vendor 17 - AT&T Totals				Invoices	5		\$655.25
Vendor 420 - Atlas Copco Compressors LLC									
1120077917	Atlas Copco CNG repairs	Paid by Check #27003		08/18/2020	08/28/2020	08/28/2020		08/28/2020	213.57
		Vendor 420 - Atlas Copco Compressors LLC Totals				Invoices	1		\$213.57
Vendor 65 - Banner Pest Control									
196762	PD - Removal of Pigeons Downtown	Paid by Check #27004		08/05/2020	08/28/2020	08/28/2020		08/28/2020	75.00
196973	PD - Removal of Pigeons Downtown	Paid by Check #27004		08/17/2020	08/28/2020	08/28/2020		08/28/2020	75.00



Accounts Payable Invoice Report

Payment Date Range 08/24/20 - 08/28/20
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 65 - Banner Pest Control Totals						Invoices	2		\$150.00
Vendor 1679 - Bill Nelson General Engineering Construction, Inc.									
1	Bill Nelson Gen Eng - Kern Street Project	Paid by Check #27005		08/18/2020	08/28/2020	08/28/2020		08/28/2020	228,988.00
Vendor 1679 - Bill Nelson General Engineering Construction, Inc. Totals						Invoices	1		\$228,988.00
Vendor 116 - BSK Analytical Laboratories									
AD15933	WATER SAMPLE TESTING	Paid by Check #27006		08/10/2020	08/28/2020	08/28/2020		08/28/2020	144.00
AD15934	WATER SAMPLE TESTING	Paid by Check #27006		08/10/2020	08/28/2020	08/28/2020		08/28/2020	13.00
AD16104	WATER SAMPLE TESTING	Paid by Check #27006		08/13/2020	08/28/2020	08/28/2020		08/28/2020	144.00
AD16106	WATER SAMPLE TESTING	Paid by Check #27006		08/13/2020	08/28/2020	08/28/2020		08/28/2020	13.00
AD16124	WATER SAMPLE TESTING	Paid by Check #27006		08/13/2020	08/28/2020	08/28/2020		08/28/2020	998.00
AD16125	WATER SAMPLE TESTING	Paid by Check #27006		08/13/2020	08/28/2020	08/28/2020		08/28/2020	318.00
Vendor 116 - BSK Analytical Laboratories Totals						Invoices	6		\$1,630.00
Vendor 1141 - Business Location Advisors, Inc.									
2 QTR-20	BESTBUY.COM	Paid by Check #27007		08/13/2020	08/28/2020	08/28/2020		08/28/2020	261,554.40
Vendor 1141 - Business Location Advisors, Inc. Totals						Invoices	1		\$261,554.40
Vendor 94 - California Public Employees Retirement									
08/02-08/15/2020	Payroll 08/02/20-8/15/20	Paid by EFT #1319		08/21/2020	08/24/2020	08/24/2020		08/24/2020	82,716.04
2021-00000061	31 - 457 - Employee CalPERS \$*	Paid by EFT #1318		08/21/2020	08/24/2020	08/24/2020		08/24/2020	10,976.03
Vendor 94 - California Public Employees Retirement Totals						Invoices	2		\$93,692.07
Vendor 1669 - Colantuono, Highsmith & Whatley, PC									
43366	PG&E Coalition	Paid by Check #27008		08/06/2020	08/28/2020	08/28/2020		08/28/2020	325.24
Vendor 1669 - Colantuono, Highsmith & Whatley, PC Totals						Invoices	1		\$325.24
Vendor 1238 - Coleman & Horowitz, LLP									
417453	Flavor Tree	Paid by Check #27009		07/31/2020	08/28/2020	08/28/2020		08/28/2020	288.00
Vendor 1238 - Coleman & Horowitz, LLP Totals						Invoices	1		\$288.00
Vendor 170 - Comcast									
0160181 8/7/20	1088 E Kamm	Paid by Check #27011		08/07/2020	08/28/2020	08/28/2020		08/28/2020	32.27
0148178 8/12/20	680 Alta	Paid by Check #27010		08/12/2020	08/28/2020	08/28/2020		08/28/2020	291.12
Vendor 170 - Comcast Totals						Invoices	2		\$323.39
Vendor 1473 - Country View Nursery									
3610	Supplies	Paid by Check #27012		08/17/2020	08/28/2020	08/28/2020		08/28/2020	3,206.91
Vendor 1473 - Country View Nursery Totals						Invoices	1		\$3,206.91
Vendor 4 - Dinuba Lumber Company									
124644	Maintenance	Paid by Check #27013		07/01/2020	08/28/2020	08/28/2020		08/28/2020	8.03
124772	Maintenance	Paid by Check #27013		07/01/2020	08/28/2020	08/28/2020		08/28/2020	179.52



Accounts Payable Invoice Report

Payment Date Range 08/24/20 - 08/28/20
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
124799	Maintenance	Paid by Check #27013		07/01/2020	08/28/2020	08/28/2020		08/28/2020	248.25
124813	Maintenance	Paid by Check #27013		07/01/2020	08/28/2020	08/28/2020		08/28/2020	4.34
125022	Maintenance	Paid by Check #27013		07/01/2020	08/28/2020	08/28/2020		08/28/2020	18.14
125023	Maintenance	Paid by Check #27013		07/01/2020	08/28/2020	08/28/2020		08/28/2020	14.91
125049	Maintenance	Paid by Check #27013		07/01/2020	08/28/2020	08/28/2020		08/28/2020	33.79
125104	Maintenance	Paid by Check #27013		07/01/2020	08/28/2020	08/28/2020		08/28/2020	49.07
125309	Maintenance	Paid by Check #27013		07/02/2020	08/28/2020	08/28/2020		08/28/2020	9.17
125325	Maintenance	Paid by Check #27013		07/02/2020	08/28/2020	08/28/2020		08/28/2020	14.34
125483	Maintenance	Paid by Check #27013		07/02/2020	08/28/2020	08/28/2020		08/28/2020	196.04
125951	Maintenance	Paid by Check #27013		07/03/2020	08/28/2020	08/28/2020		08/28/2020	95.95
127273	Maintenance	Paid by Check #27013		07/06/2020	08/28/2020	08/28/2020		08/28/2020	20.39
127316	Maintenance	Paid by Check #27013		07/06/2020	08/28/2020	08/28/2020		08/28/2020	19.86
127318	Maintenance	Paid by Check #27013		07/06/2020	08/28/2020	08/28/2020		08/28/2020	91.05
127367	Maintenance	Paid by Check #27013		07/06/2020	08/28/2020	08/28/2020		08/28/2020	6.82
127480	Maintenance	Paid by Check #27013		07/06/2020	08/28/2020	08/28/2020		08/28/2020	41.98
127486	Maintenance	Paid by Check #27013		07/06/2020	08/28/2020	08/28/2020		08/28/2020	6.82
127498	Maintenance	Paid by Check #27013		07/06/2020	08/28/2020	08/28/2020		08/28/2020	25.35
127915	Maintenance	Paid by Check #27013		07/07/2020	08/28/2020	08/28/2020		08/28/2020	26.10
127917	Maintenance	Paid by Check #27013		07/07/2020	08/28/2020	08/28/2020		08/28/2020	79.67
127962	Maintenance	Paid by Check #27013		07/07/2020	08/28/2020	08/28/2020		08/28/2020	22.99
128068	Maintenance	Paid by Check #27013		07/07/2020	08/28/2020	08/28/2020		08/28/2020	16.49
128164	Maintenance	Paid by Check #27013		07/07/2020	08/28/2020	08/28/2020		08/28/2020	59.54
128414	Maintenance	Paid by Check #27013		07/08/2020	08/28/2020	08/28/2020		08/28/2020	14.61
128435	Maintenance	Paid by Check #27013		07/08/2020	08/28/2020	08/28/2020		08/28/2020	17.56
128443	Maintenance	Paid by Check #27013		07/08/2020	08/28/2020	08/28/2020		08/28/2020	24.77
128446	Maintenance	Paid by Check #27013		07/08/2020	08/28/2020	08/28/2020		08/28/2020	107.42
129013	Maintenance	Paid by Check #27013		07/09/2020	08/28/2020	08/28/2020		08/28/2020	50.51
129030	Maintenance	Paid by Check #27013		07/09/2020	08/28/2020	08/28/2020		08/28/2020	10.30
129053	Maintenance	Paid by Check #27013		07/09/2020	08/28/2020	08/28/2020		08/28/2020	8.73
129107	Maintenance	Paid by Check #27013		07/09/2020	08/28/2020	08/28/2020		08/28/2020	25.62
129563	Maintenance	Paid by Check #27013		07/10/2020	08/28/2020	08/28/2020		08/28/2020	290.78
129592	Maintenance	Paid by Check #27013		07/10/2020	08/28/2020	08/28/2020		08/28/2020	14.34
129650	Maintenance	Paid by Check #27013		07/10/2020	08/28/2020	08/28/2020		08/28/2020	21.94
129653	Maintenance	Paid by Check #27013		07/10/2020	08/28/2020	08/28/2020		08/28/2020	29.28
129716	Maintenance	Paid by Check #27013		07/10/2020	08/28/2020	08/28/2020		08/28/2020	9.27
129773	Maintenance	Paid by Check #27013		07/10/2020	08/28/2020	08/28/2020		08/28/2020	38.86
129949	Maintenance	Paid by Check #27013		07/10/2020	08/28/2020	08/28/2020		08/28/2020	76.51
139879	Maintenance	Paid by Check #27013		07/10/2020	08/28/2020	08/28/2020		08/28/2020	13.29
131093	Maintenance	Paid by Check #27013		07/13/2020	08/28/2020	08/28/2020		08/28/2020	53.22
131101	Maintenance	Paid by Check #27013		07/13/2020	08/28/2020	08/28/2020		08/28/2020	91.34
131116	Maintenance	Paid by Check #27013		07/13/2020	08/28/2020	08/28/2020		08/28/2020	72.99
131132	Maintenance	Paid by Check #27013		07/13/2020	08/28/2020	08/28/2020		08/28/2020	20.50



Accounts Payable Invoice Report

Payment Date Range 08/24/20 - 08/28/20
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
131164	Maintenance	Paid by Check #27013		07/13/2020	08/28/2020	08/28/2020		08/28/2020	10.14
131639	Maintenance	Paid by Check #27013		07/14/2020	08/28/2020	08/28/2020		08/28/2020	18.09
131642	Maintenance	Paid by Check #27013		07/14/2020	08/28/2020	08/28/2020		08/28/2020	6.82
131665	Maintenance	Paid by Check #27013		07/14/2020	08/28/2020	08/28/2020		08/28/2020	12.47
131730	Maintenance	Paid by Check #27013		07/14/2020	08/28/2020	08/28/2020		08/28/2020	119.75
131737	Maintenance	Paid by Check #27013		07/14/2020	08/28/2020	08/28/2020		08/28/2020	20.76
131763	Maintenance	Paid by Check #27013		07/14/2020	08/28/2020	08/28/2020		08/28/2020	80.30
131812	Maintenance	Paid by Check #27013		07/14/2020	08/28/2020	08/28/2020		08/28/2020	38.37
131827	Maintenance	Paid by Check #27013		07/14/2020	08/28/2020	08/28/2020		08/28/2020	6.49
131919	Maintenance	Paid by Check #27013		07/14/2020	08/28/2020	08/28/2020		08/28/2020	10.50
132192	Maintenance	Paid by Check #27013		07/15/2020	08/28/2020	08/28/2020		08/28/2020	10.14
132215	Maintenance	Paid by Check #27013		07/15/2020	08/28/2020	08/28/2020		08/28/2020	27.03
132241	Maintenance	Paid by Check #27013		07/15/2020	08/28/2020	08/28/2020		08/28/2020	204.64
132295	Maintenance	Paid by Check #27013		07/15/2020	08/28/2020	08/28/2020		08/28/2020	15.75
132328	Maintenance	Paid by Check #27013		07/15/2020	08/28/2020	08/28/2020		08/28/2020	9.71
132360	Maintenance	Paid by Check #27013		07/15/2020	08/28/2020	08/28/2020		08/28/2020	7.55
132648	Maintenance	Paid by Check #27013		07/15/2020	08/28/2020	08/28/2020		08/28/2020	41.97
132704	Maintenance	Paid by Check #27013		07/16/2020	08/28/2020	08/28/2020		08/28/2020	27.33
132732	Maintenance	Paid by Check #27013		07/16/2020	08/28/2020	08/28/2020		08/28/2020	15.59
132737	Maintenance	Paid by Check #27013		07/16/2020	08/28/2020	08/28/2020		08/28/2020	43.29
132903	Maintenance	Paid by Check #27013		07/16/2020	08/28/2020	08/28/2020		08/28/2020	47.69
132960	Maintenance	Paid by Check #27013		07/16/2020	08/28/2020	08/28/2020		08/28/2020	30.33
133268	Maintenance	Paid by Check #27013		07/17/2020	08/28/2020	08/28/2020		08/28/2020	26.51
134699	Maintenance	Paid by Check #27013		07/20/2020	08/28/2020	08/28/2020		08/28/2020	18.71
134776	Maintenance	Paid by Check #27013		07/20/2020	08/28/2020	08/28/2020		08/28/2020	43.92
134859	Maintenance	Paid by Check #27013		07/20/2020	08/28/2020	08/28/2020		08/28/2020	18.25
134866	Maintenance	Paid by Check #27013		07/20/2020	08/28/2020	08/28/2020		08/28/2020	8.19
134926	Maintenance	Paid by Check #27013		07/20/2020	08/28/2020	08/28/2020		08/28/2020	32.18
135240	Maintenance	Paid by Check #27013		07/21/2020	08/28/2020	08/28/2020		08/28/2020	24.97
135297	Maintenance	Paid by Check #27013		07/21/2020	08/28/2020	08/28/2020		08/28/2020	50.64
135298	Maintenance	Paid by Check #27013		07/21/2020	08/28/2020	08/28/2020		08/28/2020	12.66
135326	Maintenance	Paid by Check #27013		07/21/2020	08/28/2020	08/28/2020		08/28/2020	4.33
135377	Maintenance	Paid by Check #27013		07/21/2020	08/28/2020	08/28/2020		08/28/2020	19.17
135772	Maintenance	Paid by Check #27013		07/22/2020	08/28/2020	08/28/2020		08/28/2020	(45.37)
135773	Maintenance	Paid by Check #27013		07/22/2020	08/28/2020	08/28/2020		08/28/2020	36.88
135793	Maintenance	Paid by Check #27013		07/22/2020	08/28/2020	08/28/2020		08/28/2020	21.05
135809	Maintenance	Paid by Check #27013		07/22/2020	08/28/2020	08/28/2020		08/28/2020	8.19
135811	Maintenance	Paid by Check #27013		07/22/2020	08/28/2020	08/28/2020		08/28/2020	19.23
136309	Maintenance	Paid by Check #27013		07/23/2020	08/28/2020	08/28/2020		08/28/2020	6.63
136342	Maintenance	Paid by Check #27013		07/23/2020	08/28/2020	08/28/2020		08/28/2020	1.75
136396	Maintenance	Paid by Check #27013		07/23/2020	08/28/2020	08/28/2020		08/28/2020	40.49
136413	Maintenance	Paid by Check #27013		07/23/2020	08/28/2020	08/28/2020		08/28/2020	7.41



Accounts Payable Invoice Report

Payment Date Range 08/24/20 - 08/28/20
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
136414	Maintenance	Paid by Check #27013		07/23/2020	08/28/2020	08/28/2020		08/28/2020	6.49
136561	Maintenance	Paid by Check #27013		07/23/2020	08/28/2020	08/28/2020		08/28/2020	8.19
136791	Maintenance	Paid by Check #27013		07/24/2020	08/28/2020	08/28/2020		08/28/2020	16.59
136792	Maintenance	Paid by Check #27013		07/24/2020	08/28/2020	08/28/2020		08/28/2020	33.19
136874	Maintenance	Paid by Check #27013		07/24/2020	08/28/2020	08/28/2020		08/28/2020	8.19
138259	Maintenance	Paid by Check #27013		07/27/2020	08/28/2020	08/28/2020		08/28/2020	10.14
138275	Maintenance	Paid by Check #27013		07/27/2020	08/28/2020	08/28/2020		08/28/2020	20.47
138337	Maintenance	Paid by Check #27013		07/27/2020	08/28/2020	08/28/2020		08/28/2020	32.54
138356	Maintenance	Paid by Check #27013		07/27/2020	08/28/2020	08/28/2020		08/28/2020	28.69
138512	Maintenance	Paid by Check #27013		07/27/2020	08/28/2020	08/28/2020		08/28/2020	16.32
138525	Maintenance	Paid by Check #27013		07/27/2020	08/28/2020	08/28/2020		08/28/2020	12.39
138765	Maintenance	Paid by Check #27013		07/28/2020	08/28/2020	08/28/2020		08/28/2020	45.87
138802	Maintenance	Paid by Check #27013		07/28/2020	08/28/2020	08/28/2020		08/28/2020	19.23
138809	Maintenance	Paid by Check #27013		07/28/2020	08/28/2020	08/28/2020		08/28/2020	22.87
138964	Maintenance	Paid by Check #27013		07/28/2020	08/28/2020	08/28/2020		08/28/2020	50.42
139222	Maintenance	Paid by Check #27013		07/28/2020	08/28/2020	08/28/2020		08/28/2020	30.26
139364	Maintenance	Paid by Check #27013		07/29/2020	08/28/2020	08/28/2020		08/28/2020	28.88
139366	Maintenance	Paid by Check #27013		07/29/2020	08/28/2020	08/28/2020		08/28/2020	13.23
139467	Maintenance	Paid by Check #27013		07/29/2020	08/28/2020	08/28/2020		08/28/2020	18.25
139603	Maintenance	Paid by Check #27013		07/29/2020	08/28/2020	08/28/2020		08/28/2020	37.06
139940	Maintenance	Paid by Check #27013		07/30/2020	08/28/2020	08/28/2020		08/28/2020	10.52
140148	Maintenance	Paid by Check #27013		07/30/2020	08/28/2020	08/28/2020		08/28/2020	17.27
140344	Maintenance	Paid by Check #27013		07/31/2020	08/28/2020	08/28/2020		08/28/2020	30.26
140361	Maintenance	Paid by Check #27013		07/31/2020	08/28/2020	08/28/2020		08/28/2020	10.92
140714	Maintenance	Paid by Check #27013		07/31/2020	08/28/2020	08/28/2020		08/28/2020	81.21
Vendor 4 - Dinuba Lumber Company Totals				Invoices				111	\$4,050.40
Vendor 1506 - Enterprise FM Trust									
FBN4012703	Vehicles	Paid by Check #27014		08/05/2020	08/28/2020	08/28/2020		08/28/2020	17,786.88
FBN4013338	Fy 20/21-Parks-Leased truck pymnt for Aug. 2020	Paid by Check #27014		08/05/2020	08/28/2020	08/28/2020	08/19/2020	08/28/2020	1,802.72
Vendor 1506 - Enterprise FM Trust Totals				Invoices				2	\$19,589.60
Vendor 1591 - Environment Control									
11201-299	Environment Control - August	Paid by Check #27015		08/01/2020	08/28/2020	08/28/2020		08/28/2020	7,517.00
Vendor 1591 - Environment Control Totals				Invoices				1	\$7,517.00
Vendor 36 - Ewing Irrigation Products									
12254432	KAMM AND GREEN - PARKS SUPPLIES	Paid by Check #27016		07/30/2020	08/28/2020	08/28/2020		08/28/2020	679.73
Vendor 36 - Ewing Irrigation Products Totals				Invoices				1	\$679.73
Vendor 314 - Financial Forms & Supplies, Inc.									



Accounts Payable Invoice Report

Payment Date Range 08/24/20 - 08/28/20
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
38102	Office Supplies	Paid by Check #27017		08/12/2020	08/28/2020	08/28/2020			430.77
		Vendor 314 - Financial Forms & Supplies, Inc. Totals				Invoices	1		\$430.77
Vendor 1518 - Formation Environmental, LLC									
5840	Formation Environmental Wellfield Project	Paid by Check #27018		07/26/2020	08/28/2020	08/28/2020		08/28/2020	44,004.20
		Vendor 1518 - Formation Environmental, LLC Totals				Invoices	1		\$44,004.20
Vendor 242 - Green Box Rentals, Inc.									
73936	Fy 20/21-CS-Mo rental of storage cont @ rec cente-June pymnt	Paid by Check #27019		06/05/2020	08/28/2020	08/28/2020	08/24/2020	08/28/2020	70.53
		Vendor 242 - Green Box Rentals, Inc. Totals				Invoices	1		\$70.53
Vendor 496 - The Hanover Insurance Company									
8/7/20	RHF A044134	Paid by Check #27020		08/07/2020	08/28/2020	08/28/2020		08/28/2020	31,226.70
		Vendor 496 - The Hanover Insurance Company Totals				Invoices	1		\$31,226.70
Vendor 1431 - Patricia Hartman									
8/20/20	Anthem	Paid by Check #27021		08/20/2020	08/28/2020	08/28/2020		08/28/2020	565.42
		Vendor 1431 - Patricia Hartman Totals				Invoices	1		\$565.42
Vendor 1150 - Hoffman Security									
487324	DSC Security Monitoring - Sept. 2020	Paid by Check #27022		08/20/2020	08/28/2020	08/28/2020		08/28/2020	105.00
		Vendor 1150 - Hoffman Security Totals				Invoices	1		\$105.00
Vendor 1181 - McCormick, Kabot, Jenner & Lew									
12740	General	Paid by Check #27023		07/25/2020	08/28/2020	08/28/2020		08/28/2020	1,980.00
12744	Retainer	Paid by Check #27023		07/25/2020	08/28/2020	08/28/2020		08/28/2020	3,300.00
		Vendor 1181 - McCormick, Kabot, Jenner & Lew Totals				Invoices	2		\$5,280.00
Vendor 76 - Pacific Gas & Electric									
962476921958/20	225 S L	Paid by Check #27052		08/07/2020	08/28/2020	08/28/2020		08/28/2020	112.08
284878382878/20	1455 Crawford	Paid by Check #27026		08/07/2020	08/28/2020	08/28/2020		08/28/2020	9.96
860727324978/20	1001 El Paso	Paid by Check #27033		08/07/2020	08/28/2020	08/28/2020		08/28/2020	25.86
774843071198/20	1133 College	Paid by Check #27031		08/09/2020	08/28/2020	08/28/2020		08/28/2020	19.98
169314496948/20	Kamm/Green	Paid by Check #27025		08/10/2020	08/28/2020	08/28/2020		08/28/2020	333.85
339630846048/20	KAMM/O	Paid by Check #27028		08/10/2020	08/28/2020	08/28/2020		08/28/2020	10.77
602118118768/20	201 Uruapan	Paid by Check #27029		08/10/2020	08/28/2020	08/28/2020		08/28/2020	1,251.51
945914183258/20	Utilities	Paid by Check #27034		08/10/2020	08/28/2020	08/28/2020		08/28/2020	10.52
294652070088/20	Utilities	Paid by Check #27027		08/11/2020	08/28/2020	08/28/2020		08/28/2020	209.39
731427487118/20	Utilities	Paid by Check #27030		08/11/2020	08/28/2020	08/28/2020		08/28/2020	2,753.88
155771097458/20	1851 Kamm	Paid by Check #27024		08/12/2020	08/28/2020	08/28/2020		08/28/2020	1,775.03
831902407278/20	Utilities	Paid by Check #27032		08/12/2020	08/28/2020	08/28/2020		08/28/2020	26.89
687037607748/20	PD - 07/08/2020 - 08/06/2020	Paid by Check #27042		08/07/2020	08/28/2020	08/28/2020		08/28/2020	19.79



Accounts Payable Invoice Report

Payment Date Range 08/24/20 - 08/28/20
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
568305450698/20	PD - 07/08/2020 - 08/06/2020 Billing Charges	Paid by Check #27043		08/10/2020	08/28/2020	08/28/2020		08/28/2020	6,039.17
141629409457.20	389 W El Monte	Paid by Check #27036		07/30/2020	08/28/2020	08/28/2020		08/28/2020	56.46
134445515958/20	PW	Paid by Check #27035		08/07/2020	08/28/2020	08/28/2020		08/28/2020	33.80
210475377888/20	155 Merced	Paid by Check #27039		08/07/2020	08/28/2020	08/28/2020		08/28/2020	59.13
605804926708/20	148 M St	Paid by Check #27045		08/07/2020	08/28/2020	08/28/2020		08/28/2020	32.61
630805446698/20	Utilities	Paid by Check #27046		08/07/2020	08/28/2020	08/28/2020		08/28/2020	9.86
672472110628/20	Tulare/L	Paid by Check #27047		08/09/2020	08/28/2020	08/28/2020		08/28/2020	82.29
676638777018/20	Tulare/L	Paid by Check #27048		08/09/2020	08/28/2020	08/28/2020		08/28/2020	43.29
183409121308/20	Utilities	Paid by Check #27038		08/10/2020	08/28/2020	08/28/2020		08/28/2020	10.51
49611368308/20	Utilities	Paid by Check #27040		08/10/2020	08/28/2020	08/28/2020		08/28/2020	80.59
516730856048/20	Kamm/Alta	Paid by Check #27044		08/10/2020	08/28/2020	08/28/2020		08/28/2020	97.96
874409527918/20	301 Kamm	Paid by Check #27050		08/10/2020	08/28/2020	08/28/2020		08/28/2020	16.48
502735657348/20	Utilities	Paid by Check #27041		08/11/2020	08/28/2020	08/28/2020		08/28/2020	44.40
847471995158/20	Alta/Kamm	Paid by Check #27049		08/11/2020	08/28/2020	08/28/2020		08/28/2020	75.36
156188827228/20	Utilities	Paid by Check #27037		08/13/2020	08/28/2020	08/28/2020		08/28/2020	119.06
954874984798/20	Alta/Nebraska	Paid by Check #27051		08/13/2020	08/28/2020	08/28/2020		08/28/2020	61.90
Vendor 76 - Pacific Gas & Electric Totals						Invoices	29		\$13,422.38
Vendor 7 - Pena's Disposal Services									
526568	Fy 20/21-Parks-Disposal service at Vuich park	Paid by Check #27053		08/20/2020	08/28/2020	08/28/2020	08/21/2020	08/28/2020	609.90
Vendor 7 - Pena's Disposal Services Totals						Invoices	1		\$609.90
Vendor 349 - RES COM Pest Control									
1847119	PD - Dog Kennel Pest Control Service	Paid by Check #27054		08/17/2020	08/28/2020	08/28/2020		08/28/2020	44.00
Vendor 349 - RES COM Pest Control Totals						Invoices	1		\$44.00
Vendor 1139 - Robert E. Cendejas and Associates, Inc.									
2 QTR-20	BESTBUY.COM	Paid by Check #27055		08/13/2020	08/28/2020	08/28/2020		08/28/2020	261,554.40
Vendor 1139 - Robert E. Cendejas and Associates, Inc. Totals						Invoices	1		\$261,554.40
Vendor 1672 - San Diego Police Equipment Co. Inc.									
643752	PD - Range & Armory Supplies	Paid by Check #27056		08/13/2020	08/28/2020	08/28/2020		08/28/2020	702.36
Vendor 1672 - San Diego Police Equipment Co. Inc. Totals						Invoices	1		\$702.36
Vendor 46 - Self Help Enterprises									
DIN18HM 07-20	SELF HELP 18-HOME-12599 GEN ADMIN	Paid by Check #27057		07/31/2020	08/28/2020	08/28/2020		08/28/2020	468.75
Vendor 46 - Self Help Enterprises Totals						Invoices	1		\$468.75
Vendor 431 - Sparkletts									
5080520 082020	PD - Water Cooler Service	Paid by Check #27058		08/12/2020	08/28/2020	08/28/2020		08/28/2020	158.58



Accounts Payable Invoice Report

Payment Date Range 08/24/20 - 08/28/20
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 431 - Sparkletts Totals				Invoices	1	\$158.58
Vendor 1140 - Strategic Business Locations, Inc.									
2 QTR-20	BESTBUY.COM	Paid by Check #27059		08/13/2020	08/28/2020	08/28/2020		08/28/2020	261,554.40
			Vendor 1140 - Strategic Business Locations, Inc. Totals				Invoices	1	\$261,554.40
Vendor 1447 - Monte Sylvester									
8/20/20	Anthem	Paid by Check #27060		08/20/2020	08/28/2020	08/28/2020		08/28/2020	264.66
			Vendor 1447 - Monte Sylvester Totals				Invoices	1	\$264.66
Vendor 846 - Thomson Reuters - West									
842815558	PD - Fed. Criminal Code & Rules July 2020	Paid by Check #27061		08/04/2020	08/28/2020	08/28/2020		08/28/2020	97.65
			Vendor 846 - Thomson Reuters - West Totals				Invoices	1	\$97.65
Vendor 192 - UNUM Life Insurance Company of America									
9/1-9/30/20	0537123-001	Paid by Check #27062		08/10/2020	08/28/2020	08/28/2020		08/28/2020	10,718.02
			Vendor 192 - UNUM Life Insurance Company of America Totals				Invoices	1	\$10,718.02
Vendor 273 - US Bank									
421840976	PD - Copiers Lease	Paid by Check #27063		08/18/2020	08/28/2020	08/28/2020		08/28/2020	907.06
			Vendor 273 - US Bank Totals				Invoices	1	\$907.06
Vendor 354 - Verizon Wireless									
9860436453	PD - 07/11/2020 - 08/10/2020 Billing Charges	Paid by Check #27064		08/10/2020	08/28/2020	08/28/2020		08/28/2020	2,149.70
			Vendor 354 - Verizon Wireless Totals				Invoices	1	\$2,149.70
Vendor 104 - Vision Service Plan									
810203733	September 2020	Paid by Check #27065		08/19/2020	08/28/2020	08/28/2020		08/28/2020	2,928.80
			Vendor 104 - Vision Service Plan Totals				Invoices	1	\$2,928.80
Vendor 14 - W & E Electric									
2007024	REPAIR CONDUIT HIT BY BACKHOE	Paid by Check #27066		07/08/2020	08/28/2020	08/28/2020		08/28/2020	282.53
2007052	WELL #15 & 316 PUMP STARTS	Paid by Check #27066		07/09/2020	08/28/2020	08/28/2020		08/28/2020	90.00
2007081	REPLACED PUMP START TIME DELAY RELAY	Paid by Check #27066		07/16/2020	08/28/2020	08/28/2020		08/28/2020	194.24
2007097	W&E Electric WWTP Check pump	Paid by Check #27066		07/20/2020	08/28/2020	08/28/2020		08/28/2020	90.00
2007104	W&E Electric Aerator	Paid by Check #27066		07/22/2020	08/28/2020	08/28/2020		08/28/2020	90.00
			Vendor 14 - W & E Electric Totals				Invoices	5	\$746.77
Vendor 549 - Wal-Mart									
2508 Aug2020	DSC - Wal-Mart Charges	Paid by Check #27067		08/03/2020	08/28/2020	08/28/2020		08/28/2020	21.73
2441 8/9/20	PD	Paid by Check #27068		08/09/2020	08/28/2020	08/28/2020		08/28/2020	250.27



Accounts Payable Invoice Report

Payment Date Range 08/24/20 - 08/28/20
 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 549 - Wal-Mart Totals				Invoices	2	\$272.00
Vendor LEGACY CONSTRUCTION									
2019-04CWM	Miscellaneous	Paid by Check #27069		03/06/2020	08/28/2020	08/28/2020		08/28/2020	556.62
			Vendor LEGACY CONSTRUCTION Totals				Invoices	1	\$556.62
Vendor VIVINT SOLAR DEVELOPER LLC, AR DEPARTMENT									
2020-152	REFUND FOR CANCELLED PERMIT FY 19/20	Paid by Check #27070		03/23/2020	08/28/2020	08/28/2020		08/28/2020	238.90
			Vendor VIVINT SOLAR DEVELOPER LLC, AR DEPARTMENT Totals				Invoices	1	\$238.90
Vendor VIVINT SOLAR DEVELOPER LLC, AR DEPARTMENT									
2020-141	REFUND FOR CANCELLED PERMIT FY 19/20	Paid by Check #27071		04/03/2020	08/28/2020	08/28/2020		08/28/2020	131.90
			Vendor VIVINT SOLAR DEVELOPER LLC, AR DEPARTMENT Totals				Invoices	1	\$131.90
			Grand Totals				Invoices	213	\$1,291,975.97



Accounts Payable Invoice Report

Payment Date Range 08/31/20 - 09/04/20
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 72 - A-C Electric Company									
51578	A-C Electric	Paid by Check #27072		07/10/2020	09/04/2020	09/04/2020		09/04/2020	405.00
Vendor 72 - A-C Electric Company Totals									Invoices 1 \$405.00
Vendor 1143 - AAA Quality Services, Inc.									
00301591	Fy 20/21-Parks-Mo portable potty charges/srv for Centennial prk	Paid by Check #27073		08/29/2020	09/04/2020	09/04/2020	08/31/2020	09/04/2020	243.59
00301592	Fy 20/21-Parks-Mo portable potty charges/srv for Vuich prk	Paid by Check #27073		08/29/2020	09/04/2020	09/04/2020	08/31/2020	09/04/2020	265.59
Vendor 1143 - AAA Quality Services, Inc. Totals									Invoices 2 \$509.18
Vendor 263 - Advantek Benefit Administrators									
8/21/20	Funding Request	Paid by Check #27074		08/21/2020	09/04/2020	09/04/2020		09/04/2020	37,592.76
2009 0011	Contractual	Paid by Check #27075		08/24/2020	09/04/2020	09/04/2020		09/04/2020	59,888.26
8/28/20	Funding Request	Paid by Check #27074		08/28/2020	09/04/2020	09/04/2020		09/04/2020	11,909.51
Vendor 263 - Advantek Benefit Administrators Totals									Invoices 3 \$109,390.53
Vendor 1681 - Jesus Aguilera									
Reimb Boots 2021	Fy 20/21-Parks-Reimb of one pair of work boots J Aguilera	Paid by Check #27076		08/25/2020	09/04/2020	09/04/2020	08/26/2020	09/04/2020	139.97
Vendor 1681 - Jesus Aguilera Totals									Invoices 1 \$139.97
Vendor 351 - Anthem Blue Cross									
099478742I	Harman 532W04713 FY 19.20	Paid by Check #27079		04/10/2020	09/04/2020	09/04/2020		09/04/2020	74.20
000117532429	Harman 862W04709 FY 19.20	Paid by Check #27081		05/07/2020	09/04/2020	09/04/2020		09/04/2020	376.47
100022814I	Harman 532W04713	Paid by Check #27078		07/06/2020	09/04/2020	09/04/2020		09/04/2020	74.20
100206173I	Hartley 919M97599	Paid by Check #27080		08/07/2020	09/04/2020	09/04/2020		09/04/2020	74.20
000126162372	Hartley 925M97595	Paid by Check #27082		08/08/2020	09/04/2020	09/04/2020		09/04/2020	194.30
000528623E	Contractual	Paid by Check #27077		08/14/2020	09/04/2020	09/04/2020		09/04/2020	547.68
Vendor 351 - Anthem Blue Cross Totals									Invoices 6 \$1,341.05
Vendor 844 - Arrowhead Scientific Inc.									
129647	PD - Supplies	Paid by Check #27083		08/25/2020	09/04/2020	09/04/2020		09/04/2020	138.08
Vendor 844 - Arrowhead Scientific Inc. Totals									Invoices 1 \$138.08
Vendor 17 - AT&T									
93910547368/20	PD - 07/20/2020 - 08/19/2020 Billing Charges	Paid by Check #27084		08/20/2020	09/04/2020	09/04/2020		09/04/2020	139.07
93910372778/20	PW	Paid by Check #27085		08/10/2020	09/04/2020	09/04/2020		09/04/2020	25.00
93910544728/20	PW	Paid by Check #27086		08/10/2020	09/04/2020	09/04/2020		09/04/2020	43.48
93910544748/20	PW	Paid by Check #27087		08/10/2020	09/04/2020	09/04/2020		09/04/2020	44.01
93910544778/20	PW	Paid by Check #27088		08/10/2020	09/04/2020	09/04/2020		09/04/2020	22.56
93910544788/20	PW	Paid by Check #27089		08/10/2020	09/04/2020	09/04/2020		09/04/2020	22.56
Vendor 17 - AT&T Totals									Invoices 6 \$296.68



Accounts Payable Invoice Report

Payment Date Range 08/31/20 - 09/04/20
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 822 - Boundtree Medical LLC									
83737205	Supplies	Paid by Check #27090		08/17/2020	09/04/2020	09/04/2020		09/04/2020	263.97
Vendor 822 - Boundtree Medical LLC Totals								Invoices	1
									<u>\$263.97</u>
Vendor 116 - BSK Analytical Laboratories									
AD06349	FY 19/20 BSK Water Sampling	Paid by Check #27091		04/01/2020	09/04/2020	09/04/2020		09/04/2020	144.00
AD15415	BSK Water Sampling	Paid by Check #27091		08/04/2020	09/04/2020	09/04/2020		09/04/2020	13.00
AD16912	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #27091		08/24/2020	09/04/2020	09/04/2020		09/04/2020	586.00
Vendor 116 - BSK Analytical Laboratories Totals								Invoices	3
									<u>\$743.00</u>
Vendor 118 - California Parks & Recreation Society									
124752 8/25/20	Fy 20/21-CS-CPRS membership dues for S.Hurtado	Paid by Check #27092		08/25/2020	09/04/2020	09/04/2020	08/31/2020	09/04/2020	165.00
Vendor 118 - California Parks & Recreation Society Totals								Invoices	1
									<u>\$165.00</u>
Vendor 1275 - California Turf Equipment									
468207	OPERATING SUPPLIES	Paid by Check #27093		08/21/2020	09/04/2020	09/04/2020		09/04/2020	416.68
Vendor 1275 - California Turf Equipment Totals								Invoices	1
									<u>\$416.68</u>
Vendor 305 - Cartozian Air Conditioning and Heating Inc.									
16762	Cartozian Service Rec Center	Paid by Check #27094		08/19/2020	09/04/2020	09/04/2020		09/04/2020	93.90
16755	Cartozian Service A/C Senior Center	Paid by Check #27094		08/20/2020	09/04/2020	09/04/2020		09/04/2020	85.00
Vendor 305 - Cartozian Air Conditioning and Heating Inc. Totals								Invoices	2
									<u>\$178.90</u>
Vendor 333 - Cintas Corporation No. 2									
4059191664	PD - Janitorial Supplies	Paid by Check #27095		08/19/2020	09/04/2020	09/04/2020		09/04/2020	211.04
Vendor 333 - Cintas Corporation No. 2 Totals								Invoices	1
									<u>\$211.04</u>
Vendor 8 - City of Dinuba									
PD08262020	PD - Petty Cash Reimbursement	Paid by Check #27096		08/26/2020	09/04/2020	09/04/2020		09/04/2020	428.86
Vendor 8 - City of Dinuba Totals								Invoices	1
									<u>\$428.86</u>
Vendor 410 - City of Porterville									
202008279064	FY 19/20 City of Porterville T Pass Jan. - June 2020	Paid by Check #27097		08/31/2020	09/04/2020	09/04/2020		09/04/2020	1,631.00
Vendor 410 - City of Porterville Totals								Invoices	1
									<u>\$1,631.00</u>
Vendor 1238 - Coleman & Horowitz, LLP									
417454	SGI/Dokken	Paid by Check #27098		07/31/2020	09/04/2020	09/04/2020		09/04/2020	7,339.20
Vendor 1238 - Coleman & Horowitz, LLP Totals								Invoices	1
									<u>\$7,339.20</u>
Vendor 170 - Comcast									
0148160 8/11/20	1390 Elizabeth	Paid by Check #27099		08/11/2020	09/04/2020	09/04/2020		09/04/2020	149.92



Accounts Payable Invoice Report

Payment Date Range 08/31/20 - 09/04/20
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
0191269 8/22/20	201 Uruapan	Paid by Check #27100		08/22/2020	09/04/2020	09/04/2020		09/04/2020	344.28
Vendor 170 - Comcast Totals									
						Invoices	2		\$494.20
Vendor 1473 - Country View Nursery									
3612	Country View Accident	Paid by Check #27101		08/30/2020	09/04/2020	09/04/2020		09/04/2020	447.48
Vendor 1473 - Country View Nursery Totals									
						Invoices	1		\$447.48
Vendor 30 - Dinuba Chamber of Commerce									
Pymt #4 2020	April-June 202 FY 19/20	Paid by Check #27102		08/20/2020	09/04/2020	09/04/2020		09/04/2020	843.04
Vendor 30 - Dinuba Chamber of Commerce Totals									
						Invoices	1		\$843.04
Vendor 69 - Don's Shoes									
10942	Fy 20/21-Parks-Yrly boot purch allowance for Joe Bueno	Paid by Check #27103		08/27/2020	09/04/2020	09/04/2020	08/31/2020	09/04/2020	157.33
Vendor 69 - Don's Shoes Totals									
						Invoices	1		\$157.33
Vendor 234 - Dowling Aaron Inc.									
8/18/20	SGI/Dokken	Paid by Check #27104		08/18/2020	09/04/2020	09/04/2020		09/04/2020	1,500.00
Vendor 234 - Dowling Aaron Inc. Totals									
						Invoices	1		\$1,500.00
Vendor 365 - ECMS, Inc.									
INV414561	Repairs	Paid by Check #27105		08/18/2020	09/04/2020	09/04/2020		09/04/2020	1,462.34
Vendor 365 - ECMS, Inc. Totals									
						Invoices	1		\$1,462.34
Vendor 36 - Ewing Irrigation Products									
12478026	Fy 20/21-Parks-Irrigation supplies	Paid by Check #27106		08/27/2020	09/04/2020	09/04/2020	08/31/2020	09/04/2020	659.25
Vendor 36 - Ewing Irrigation Products Totals									
						Invoices	1		\$659.25
Vendor 35 - Federal Express Corporation									
7-101-36887	Postage	Paid by Check #27107		08/21/2020	09/04/2020	09/04/2020		09/04/2020	183.40
Vendor 35 - Federal Express Corporation Totals									
						Invoices	1		\$183.40
Vendor 25 - The Fresno Bee									
6/29-8/2/20	354221	Paid by Check #27108		08/02/2020	09/04/2020	09/04/2020		09/04/2020	1,425.00
Vendor 25 - The Fresno Bee Totals									
						Invoices	1		\$1,425.00
Vendor 18 - The Gas Company									
164115670078/20	PW	Paid by Check #27110		08/04/2020	09/04/2020	09/04/2020		09/04/2020	28.37
128552035978/20	PW	Paid by Check #27109		08/05/2020	09/04/2020	09/04/2020		09/04/2020	24.14
Vendor 18 - The Gas Company Totals									
						Invoices	2		\$52.51
Vendor 242 - Green Box Rentals, Inc.									
75928	Fy 20/21-Sports-Mo storage cont rental @ rec center	Paid by Check #27111		08/31/2020	09/04/2020	09/04/2020	08/31/2020	09/04/2020	70.53
75932	Fy 20/21-Parks-Monthly storage container rental @Vuich prk	Paid by Check #27111		08/31/2020	09/04/2020	09/04/2020	08/31/2020	09/04/2020	81.38



Accounts Payable Invoice Report

Payment Date Range 08/31/20 - 09/04/20
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 242 - Green Box Rentals, Inc. Totals									
						Invoices	2		\$151.91
Vendor 379 - Guardian EMS Products									
7236	Supplies	Paid by Check #27112		08/24/2020	09/04/2020	09/04/2020		09/04/2020	145.04
7290	Supplies	Paid by Check #27112		08/31/2020	09/04/2020	09/04/2020		09/04/2020	126.92
Vendor 379 - Guardian EMS Products Totals									
						Invoices	2		\$271.96
Vendor 139 - Henry Schein Inc.									
81459543	Supplies	Paid by Check #27113		08/17/2020	09/04/2020	09/04/2020		09/04/2020	569.36
81507284	Supplies	Paid by Check #27113		08/17/2020	09/04/2020	09/04/2020		09/04/2020	739.26
Vendor 139 - Henry Schein Inc. Totals									
						Invoices	2		\$1,308.62
Vendor 133 - J & D Lighting & Alarm									
100378	Alarm Monitoring 9/2020-8/2021	Paid by Check #27114		08/20/2020	09/04/2020	09/04/2020		09/04/2020	442.92
Vendor 133 - J & D Lighting & Alarm Totals									
						Invoices	1		\$442.92
Vendor 440 - Johnson Controls Security Solutions									
34686387	199 N L St	Paid by Check #27115		08/08/2020	09/04/2020	09/04/2020		09/04/2020	862.15
Vendor 440 - Johnson Controls Security Solutions Totals									
						Invoices	1		\$862.15
Vendor 1536 - Kings River Casting, Inc.									
36043	TRASH RECEPTACLES WITH LINERS FY 19/20	Paid by Check #27116		05/26/2020	09/04/2020	09/04/2020		09/04/2020	4,457.18
Vendor 1536 - Kings River Casting, Inc. Totals									
						Invoices	1		\$4,457.18
Vendor 449 - Les Schwab Tire Centers of Central California									
55100229181	TIRES FOR T-06	Paid by Check #27117		08/27/2020	09/04/2020	09/04/2020		09/04/2020	1,014.40
Vendor 449 - Les Schwab Tire Centers of Central California Totals									
						Invoices	1		\$1,014.40
Vendor 89 - Liebert Cassidy Whitmore									
1494094	General FY 19/20	Paid by Check #27118		02/29/2020	09/04/2020	09/04/2020		09/04/2020	136.00
1494095	General FY 19/20	Paid by Check #27118		02/29/2020	09/04/2020	09/04/2020		09/04/2020	2,212.00
1503427	General	Paid by Check #27118		07/31/2020	09/04/2020	09/04/2020		09/04/2020	545.00
1503428	Negotiations 2019	Paid by Check #27118		07/31/2020	09/04/2020	09/04/2020		09/04/2020	999.00
1503429	Negotiations 2020	Paid by Check #27118		07/31/2020	09/04/2020	09/04/2020		09/04/2020	1,443.00
1503430	Legal Services (lawyers)	Paid by Check #27118		07/31/2020	09/04/2020	09/04/2020		09/04/2020	3,462.00
Vendor 89 - Liebert Cassidy Whitmore Totals									
						Invoices	6		\$8,797.00
Vendor 304 - Lowe's Home Centers Inc.									
6705036 8/2/20	Building Maintenance & Supplies	Paid by Check #27119		08/02/2020	09/04/2020	09/04/2020		09/04/2020	195.76
Vendor 304 - Lowe's Home Centers Inc. Totals									
						Invoices	1		\$195.76
Vendor 160 - Mid Valley Publishing Inc.									
0320688-IN	Medic	Paid by Check #27120		07/30/2020	09/04/2020	09/04/2020		09/04/2020	62.00



Accounts Payable Invoice Report

Payment Date Range 08/31/20 - 09/04/20
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 160 - Mid Valley Publishing Inc. Totals			Invoices			1	\$62.00
Vendor 22 - Moore Twining Associates Inc.									
0131936	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #27121		08/26/2020	09/04/2020	09/04/2020		09/04/2020	88.00
		Vendor 22 - Moore Twining Associates Inc. Totals			Invoices			1	\$88.00
Vendor 1638 - Northland Process Piping, Inc.									
BILL026977	FY 19/20 Northland Dewatering Screw Conveyor	Paid by Check #27122		05/22/2020	09/04/2020	09/04/2020		09/04/2020	11,162.24
BILL027157	FY 19/20 Northland Invoice HW Compactor	Paid by Check #27122		06/30/2020	09/04/2020	09/04/2020		09/04/2020	6,542.33
		Vendor 1638 - Northland Process Piping, Inc. Totals			Invoices			2	\$17,704.57
Vendor 142 - Office Depot BSD									
117564385001	PD - Supplies	Paid by Check #27123		08/18/2020	09/04/2020	09/04/2020		09/04/2020	574.94
117633699001	PD - Supplies	Paid by Check #27123		08/18/2020	09/04/2020	09/04/2020		09/04/2020	88.99
117633715001	PD - Supplies	Paid by Check #27123		08/18/2020	09/04/2020	09/04/2020		09/04/2020	27.66
114644265001	Office Depot front door supplies	Paid by Check #27123		08/15/2020	09/04/2020	09/04/2020		09/04/2020	248.44
		Vendor 142 - Office Depot BSD Totals			Invoices			4	\$940.03
Vendor 1642 - Opus Bank									
8/3/20	Loan 530000012740	Paid by Check #27124		08/03/2020	09/04/2020	09/04/2020		09/04/2020	138,387.99
		Vendor 1642 - Opus Bank Totals			Invoices			1	\$138,387.99
Vendor 76 - Pacific Gas & Electric									
250971736428/20	Utilities	Paid by Check #27134		08/07/2020	09/04/2020	09/04/2020		09/04/2020	38.30
618305447408/20	496 E Tulare	Paid by Check #27135		08/10/2020	09/04/2020	09/04/2020		09/04/2020	4,297.29
316657841908/20	3007 Kamm	Paid by Check #27133		08/18/2020	09/04/2020	09/04/2020		09/04/2020	1,157.64
354744710718/20	August 2020	Paid by Check #27132		08/10/2020	09/04/2020	09/04/2020		09/04/2020	887.85
432339024698/20	Parks	Paid by Check #27128		08/14/2020	09/04/2020	09/04/2020		09/04/2020	62.10
854359817428/20	Parks	Paid by Check #27129		08/14/2020	09/04/2020	09/04/2020		09/04/2020	202.87
901837373538/20	Parks	Paid by Check #27130		08/14/2020	09/04/2020	09/04/2020		09/04/2020	904.96
919617675888/20	Parks	Paid by Check #27131		08/14/2020	09/04/2020	09/04/2020		09/04/2020	68.81
447571605188/20	PW	Paid by Check #27125		08/07/2020	09/04/2020	09/04/2020		09/04/2020	899.81
768101241988/20	PW	Paid by Check #27126		08/07/2020	09/04/2020	09/04/2020		09/04/2020	447.34
975086523738/20	PW	Paid by Check #27127		08/07/2020	09/04/2020	09/04/2020		09/04/2020	180.77
		Vendor 76 - Pacific Gas & Electric Totals			Invoices			11	\$9,147.74
Vendor 265 - Pape Machinery Inc.									
11917576	CREDIT MEMO FY	Paid by Check #27136		03/09/2020	09/04/2020	09/04/2020		09/04/2020	(5.18)
11917584	fy 19/20 PARTS/MAINTENANCE	Paid by Check #27136		03/09/2020	09/04/2020	09/04/2020		09/04/2020	84.87
		Vendor 265 - Pape Machinery Inc. Totals			Invoices			2	\$79.69
Vendor 7 - Pena's Disposal Services									



Accounts Payable Invoice Report

Payment Date Range 08/31/20 - 09/04/20

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
525643	MATTRESS PICK UPS	Paid by Check #27137		08/11/2020	09/04/2020	09/04/2020		09/04/2020	250.00
Vendor 7 - Pena's Disposal Services Totals						Invoices	1		\$250.00
Vendor 1565 - Quadient Finance USA, Inc.									
8/10/20	Postage	Paid by Check #27138		08/10/2020	09/04/2020	09/04/2020		09/04/2020	2,500.00
Vendor 1565 - Quadient Finance USA, Inc. Totals						Invoices	1		\$2,500.00
Vendor 330 - R.J. Berry Jr., Inc.									
1 College	RJ Berry Jr. Inc. S. College Railroad Improvements	Paid by Check #27139		08/06/2020	09/04/2020	09/04/2020		09/04/2020	28,737.50
Vendor 330 - R.J. Berry Jr., Inc. Totals						Invoices	1		\$28,737.50
Vendor 1680 - State of California Condemnation Fund									
014-071-00-1000	State of CA Condemnation APN 014-071-00-1000 Neb/Alta ROW	Paid by Check #27140		08/26/2020	09/04/2020	09/04/2020		09/04/2020	41,400.00
Vendor 1680 - State of California Condemnation Fund Totals						Invoices	1		\$41,400.00
Vendor 214 - Stericycle, Inc.									
3005222290	September 2020	Paid by Check #27141		09/01/2020	09/04/2020	09/04/2020		09/04/2020	130.68
Vendor 214 - Stericycle, Inc. Totals						Invoices	1		\$130.68
Vendor 1633 - Toyota Industries Commercial Finance, Inc.									
4002817916	LITTER VACUUM LEASE PAYMENT 8/8/2020	Paid by Check #27142		07/14/2020	09/04/2020	09/04/2020		09/04/2020	950.73
4002845877	LITTER VACUUM LEASE PAYMENT 9/8/2020	Paid by Check #27142		08/15/2020	09/04/2020	09/04/2020		09/04/2020	950.73
Vendor 1633 - Toyota Industries Commercial Finance, Inc. Totals						Invoices	2		\$1,901.46
Vendor 273 - US Bank									
5812522	Tax Allocation Refunding Bonds	Paid by Check #27143		07/27/2020	09/04/2020	09/04/2020		09/04/2020	1,675.00
Vendor 273 - US Bank Totals						Invoices	1		\$1,675.00
Vendor 154 - USA Bluebook									
324621	HYDRANT METERS	Paid by Check #27144		08/11/2020	09/04/2020	09/04/2020		09/04/2020	4,362.31
Vendor 154 - USA Bluebook Totals						Invoices	1		\$4,362.31
Vendor 359 - Valero Marketing & Supply Company									
66927356	August 2020	Paid by Check #27145		08/06/2020	09/04/2020	09/04/2020		09/04/2020	4,713.16
Vendor 359 - Valero Marketing & Supply Company Totals						Invoices	1		\$4,713.16
Vendor 354 - Verizon Wireless									
9860779785	CM	Paid by Check #27150		08/14/2020	09/04/2020	09/04/2020		09/04/2020	183.62
986779784	Finance	Paid by Check #27149		08/14/2020	09/04/2020	09/04/2020		09/04/2020	371.58
9860694914	September 2020	Paid by Check #27148		08/12/2020	09/04/2020	09/04/2020		09/04/2020	351.15
9860779783	September 2020	Paid by Check #27147		08/14/2020	09/04/2020	09/04/2020		09/04/2020	358.20



Accounts Payable Invoice Report

Payment Date Range 08/31/20 - 09/04/20
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
9860779782	Fy 20/21-Dept monthly cell phone bill	Paid by Check #27146		08/14/2020	09/04/2020	09/04/2020	08/26/2020	09/04/2020	921.78
Vendor 354 - Verizon Wireless Totals									
							Invoices	5	\$2,186.33
Vendor 403 - Visalia Times-Delta									
0003425231	Communications	Paid by Check #27151		07/31/2020	09/04/2020	09/04/2020		09/04/2020	1,243.50
Vendor 403 - Visalia Times-Delta Totals									
							Invoices	1	\$1,243.50
Vendor 820 - Vulcan Materials Company									
72671923	VARIOUS PATCHING	Paid by Check #27152		08/10/2020	09/04/2020	09/04/2020		09/04/2020	1,013.76
Vendor 820 - Vulcan Materials Company Totals									
							Invoices	1	\$1,013.76
Vendor 1382 - XiO, Inc.									
201210553	SCADA CONTROL SYSTEM	Paid by Check #27153		09/15/2020	09/04/2020	09/04/2020		09/04/2020	2,337.00
Vendor 1382 - XiO, Inc. Totals									
							Invoices	1	\$2,337.00
Vendor 209 - Zweigle Septic Service									
34755	PD - Hand Wash Station	Paid by Check #27154		08/31/2020	09/04/2020	09/04/2020		09/04/2020	65.00
Vendor 209 - Zweigle Septic Service Totals									
							Invoices	1	\$65.00
Grand Totals							Invoices	102	\$407,250.31



City Council Staff Report

Department: PARKS AND COMMUNITY SERVICES

September 8, 2020

To: Mayor and City Council
From: Stephanie Hurtado, Parks and Community Services Director
By: Steve Duh, Conservation Technix
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.

EXECUTIVE SUMMARY

The City has initiated an update to its citywide Parks and Recreation Master Plan, which was previously adopted in 1992. The updated Parks and Recreation Master Plan will consider the park and recreation needs of residents citywide over the next 20 years. A community survey was prepared and circulated to assess the recreational needs and priorities of Dinuba residents. The recommendations in the Plan will be based on community survey results, evaluations of the existing park system, need for new parks and recreational facilities, and fiscal considerations. The updated Plan also will maintain eligibility for state-based grants. Staff will be presenting the results of the community service and seek input and direction from the City Council.

OUTSTANDING ISSUES

None.

DISCUSSION

The City of Dinuba retained services of Conservation Technix to prepare and update to the Parks and Recreation Master Plan. Conservation Technix is a consultant that specializes in preparing Parks and Master Plans for communities across multiple states.

The City of Dinuba retained services of Conservation Technix to prepare and update to the Parks and Recreation Master Plan. Conservation Technix is a consultant that specializes in preparing Parks and Master Plans for communities across multiple states.

As part of the Parks and Recreation Master Plan update, Conservation Technix worked closely with staff to prepare an on-line survey to solicit community input. Due to the Covid-19 pandemic, in-person community outreach meetings were not held pursuant to local, state and federal health guidelines.

The 17-question online survey was posted to the City's website on April 27, 2020, in English and Spanish. Information about the survey was provided on the City's website home page and on the Parks System Master Plan project page. It also was promoted via multiple City Facebook posts and with flyers at city facilities. The survey was closed on August 17th, and preliminary data were compiled and reviewed. In all, 162 survey responses were received.

The survey measured current levels of satisfaction and which facilities were more used by residents. Residents were asked about future improvements and the types of recreational amenities they'd like to see added to the park system. The survey are summarized in the PowerPoint enclosed herein as Attachment 'A'.

Dinuba residents strongly value their parks and recreation facilities. Nearly all respondents (94%) think parks and

recreation are important to quality of life in Dinuba. Residents visit parks frequently. Nearly 71% of respondents visit parks or recreation facilities at least once a month. The most popular activities are walking/running and participating in community events and concerts.

Residents are generally satisfied with existing parks and recreation facilities. A large majority of respondents (70%) are somewhat to very satisfied with the value they receive from the City of Dinuba for parks and recreation amenities. The most popular activities are walking or running (55%) and participating in community events and concerts (54%).

Residents would like to see improvements made to the parks & recreation system. A large majority of survey respondents think that Dinuba does not have enough trails and pathways (85%). Majorities responded that there are not enough indoor recreation facilities (64%) or parks with playgrounds, restrooms and active outdoor spaces (56%).

With the community survey completed, staff would like to solicit the Council's input on goals, objectives or strategies to be included in the Parks and Recreation Master Plan. Following Council's input, the next step is to prepare a preliminary draft of the Parks and Recreation Master Plan using these survey data to inform project recommendations.

FISCAL IMPACT

PUBLIC HEARING

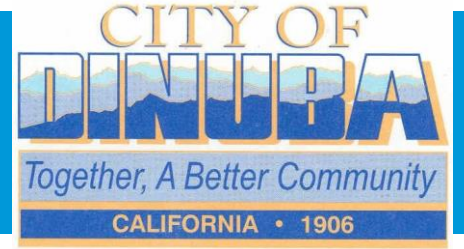
ATTACHMENTS:

[Parks Master Plan Survey Summary](#)



City of Dinuba Parks & Recreation Master Plan

Presentation Topics



Overview of Master Plan

Survey Highlights

Council Comments / Discussion



What is the Master Plan?



The citywide Parks & Recreation Master Plan is a 10-year guide* and strategic plan for managing and enhancing parks, open space and recreation opportunities for the Dinuba community.

*The last plan was adopted in 1992.

- Policy & Strategy Guide
- Capital Planning Tool
- Communications Tool



Survey Highlights

- Designed in coordination with staff
- Online survey available to entire community in English & Spanish
- Promoted via Facebook, City website & flyers in facilities
- Open for four months
- 162 respondents



City of Dinuba

Yesterday at 1:31 PM · 🌐

The new, citywide Parks and Recreation Master Plan will update and replace the existing park system master plan that was adopted in 1992. Dinuba's park system has changed a lot in the 30 years, and your input will help guide parks and recreation services for the next 10 years.

The City wants to hear what you would like to see in our parks and recreation system. The survey only takes five minutes.

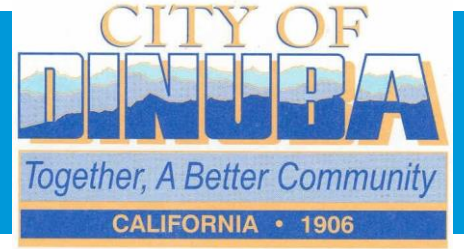
survey link

<https://www.surveymonkey.com/s/26323/community-survey-online>

162 completed
surveys!

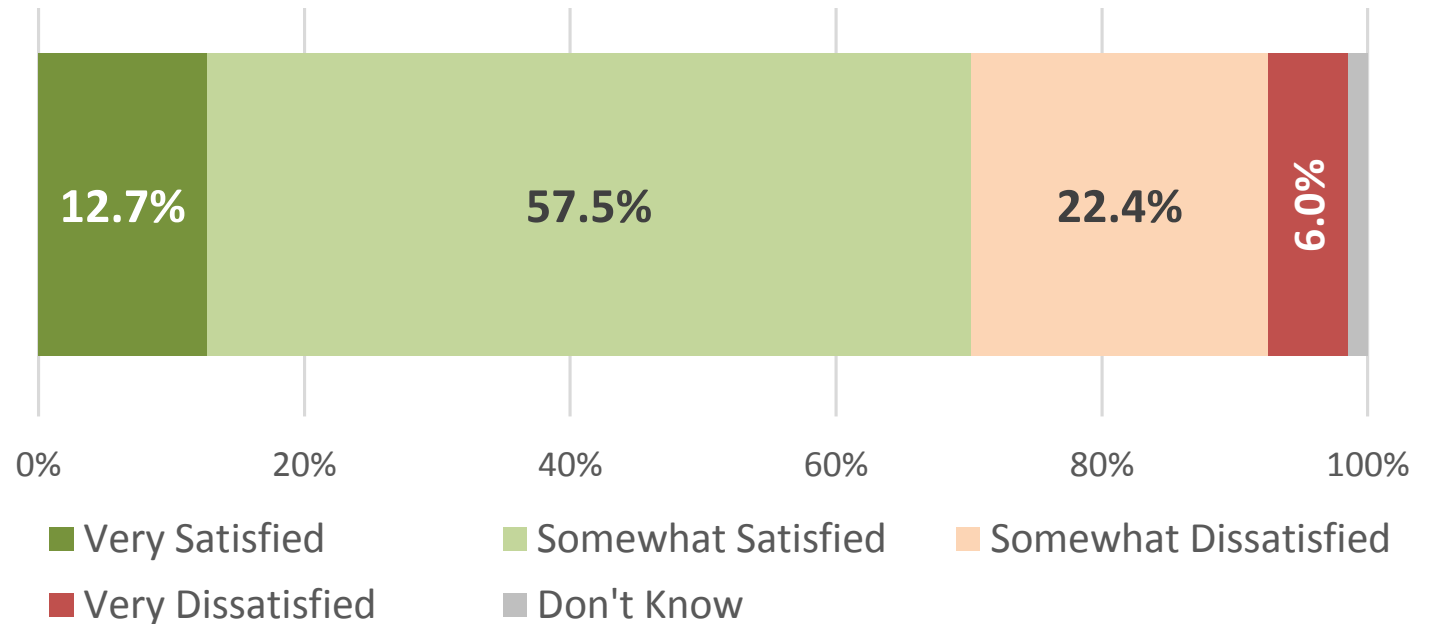


Survey Highlights

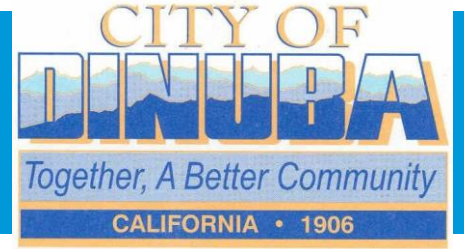


**Over 94% feel
parks & recreation
are essential or
important**

70% of respondents are satisfied with
the value they receive from Dinuba

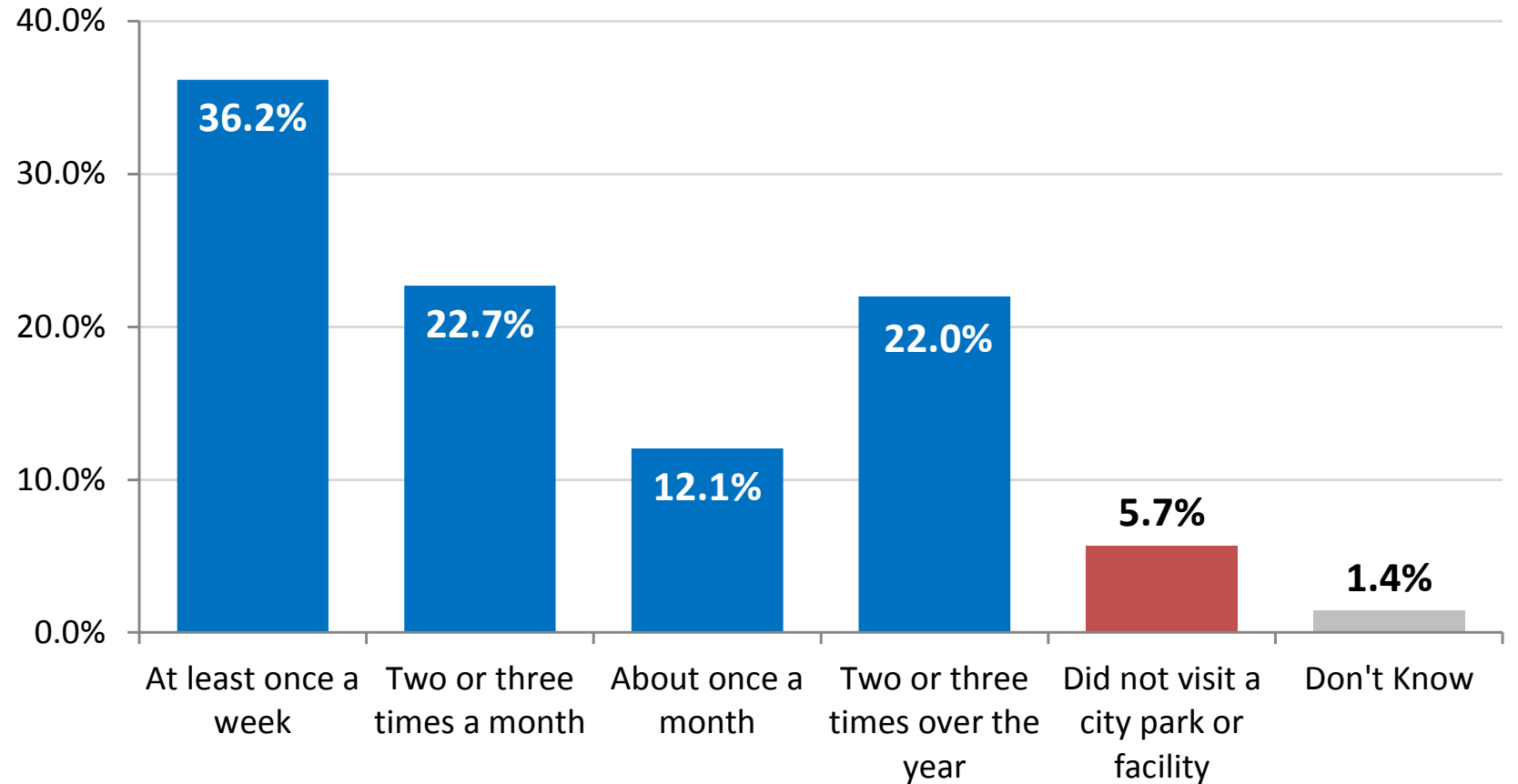


Survey Highlights

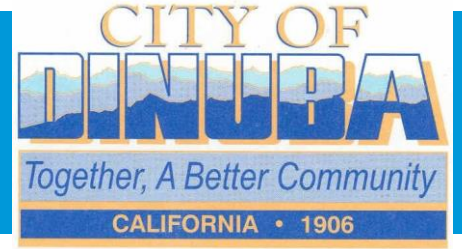


Park & Facility Visitation

- 71% of respondents visit parks or recreation facilities at least once a month.

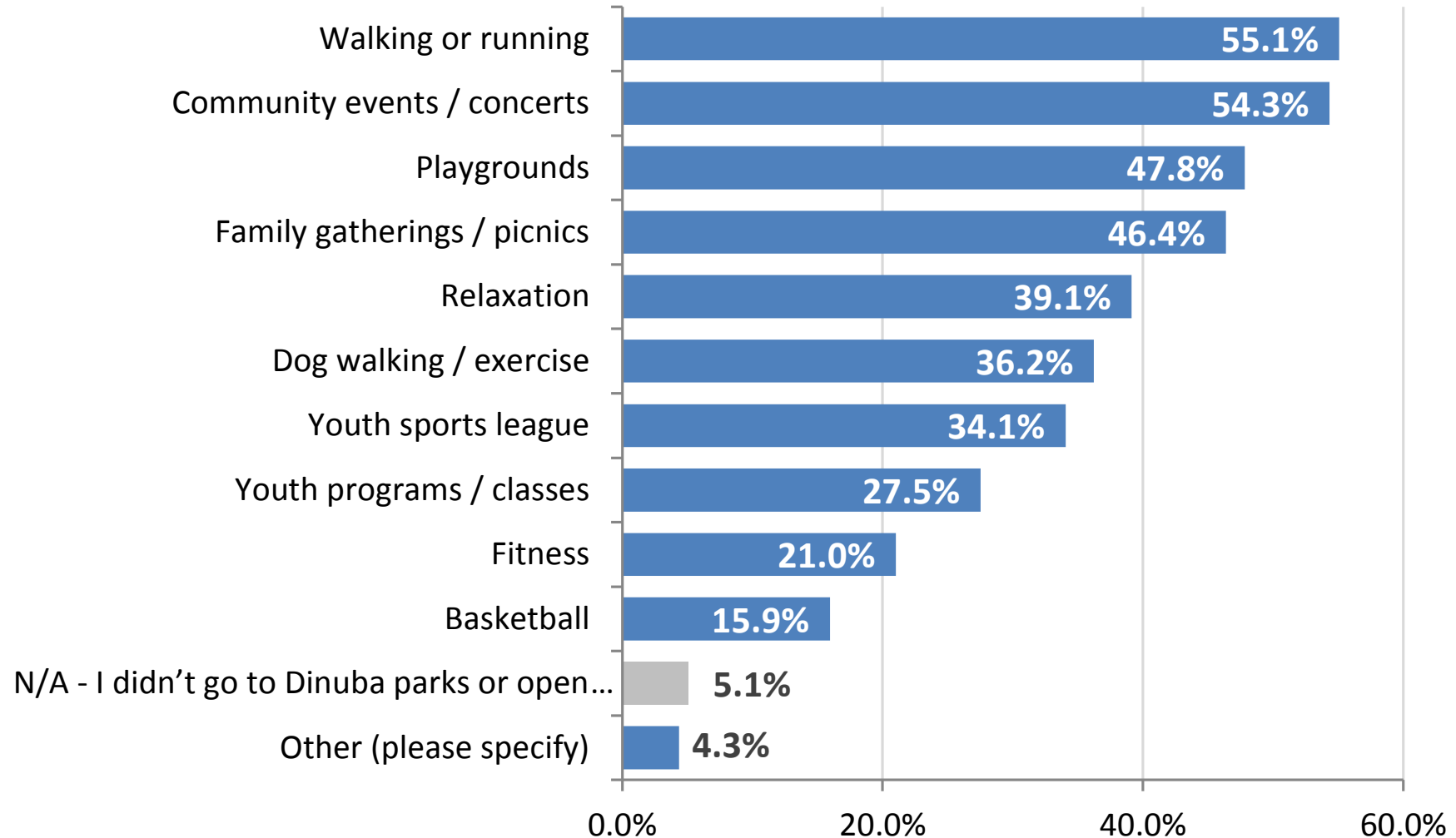


Survey Highlights

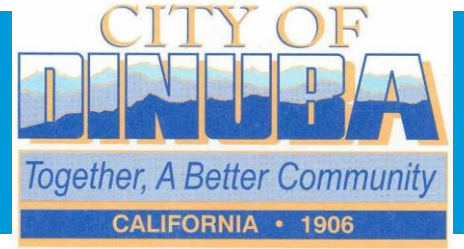


Top Reasons for Visiting Dinuba Parks

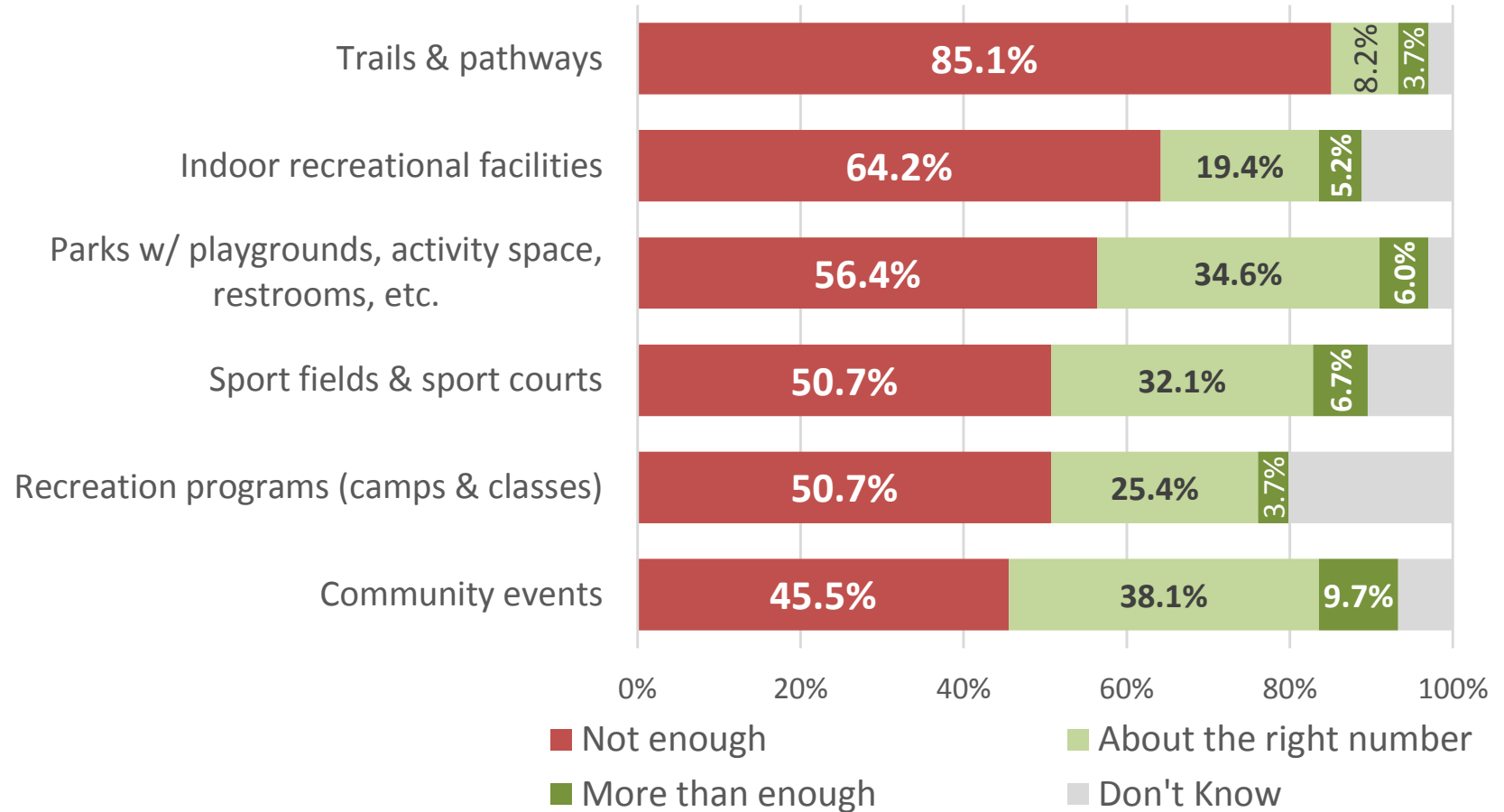
- Respondents aged 20 to 44 and those with children were the most likely to visit for playgrounds, family gatherings, and sport fields



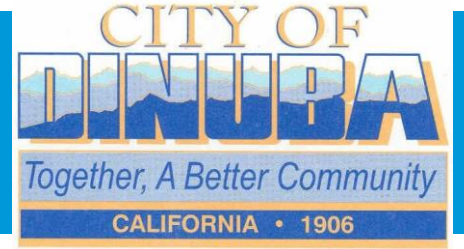
Survey Highlights



Need for Park and Recreation Opportunities

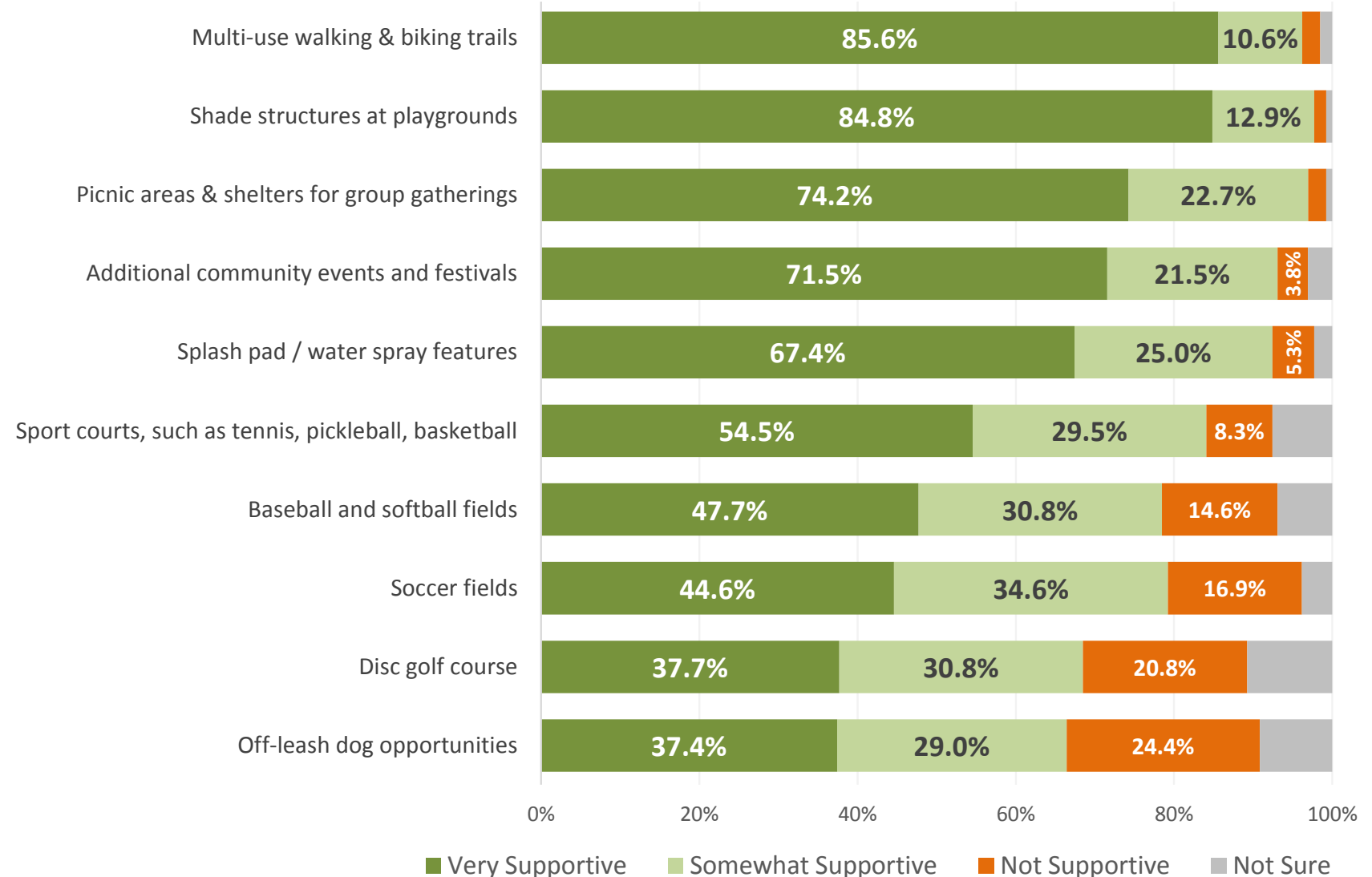


Survey Highlights

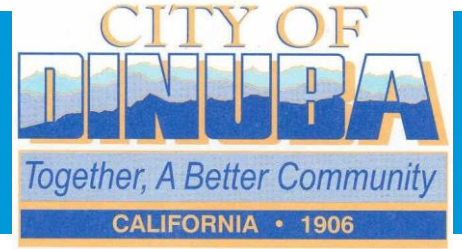


Support for Expanded or Improved Amenities

- Respondents without kids indicated a stronger interest in a disc golf course and off-leash dog areas

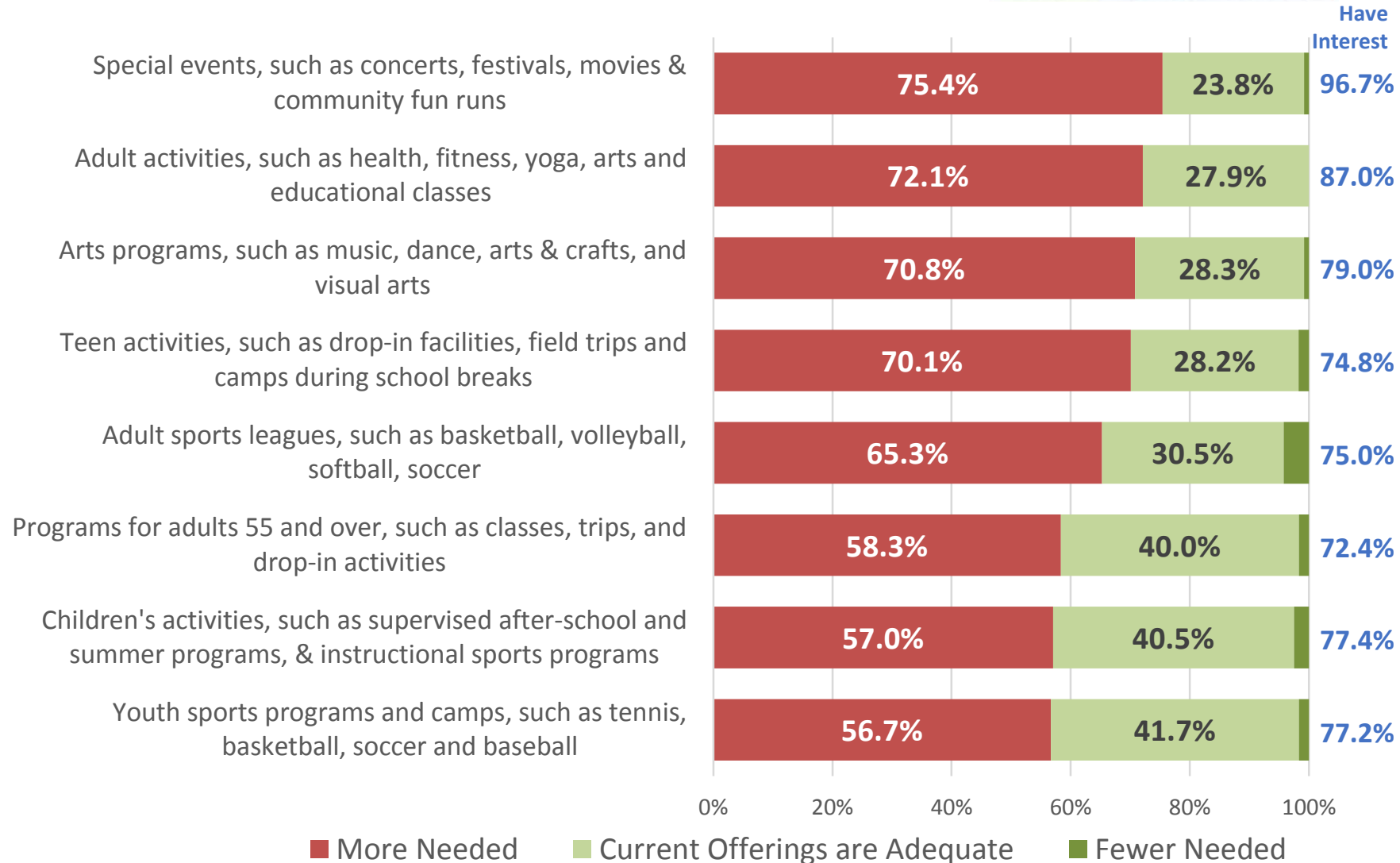


Survey Highlights

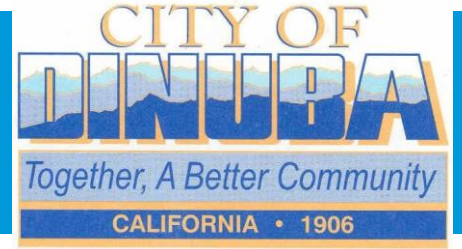


Adequacy of Recreation Offerings

- Highest level of interest for special events (97%), adult activities (87%), and arts programs (79%).

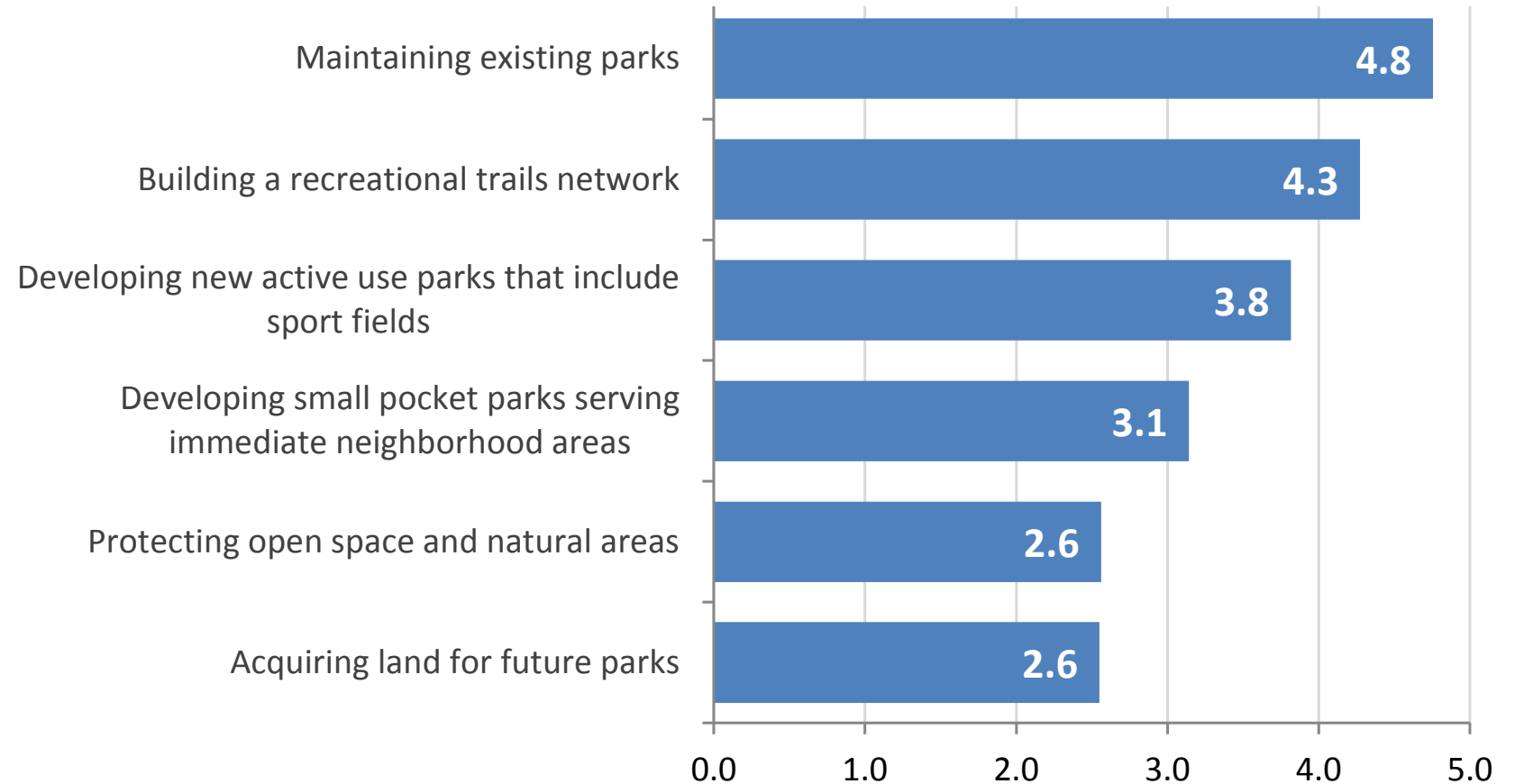


Survey Highlights



Priority Ranking between Investments Options

- Maintaining existing parks and building a trail network were most supported as priorities

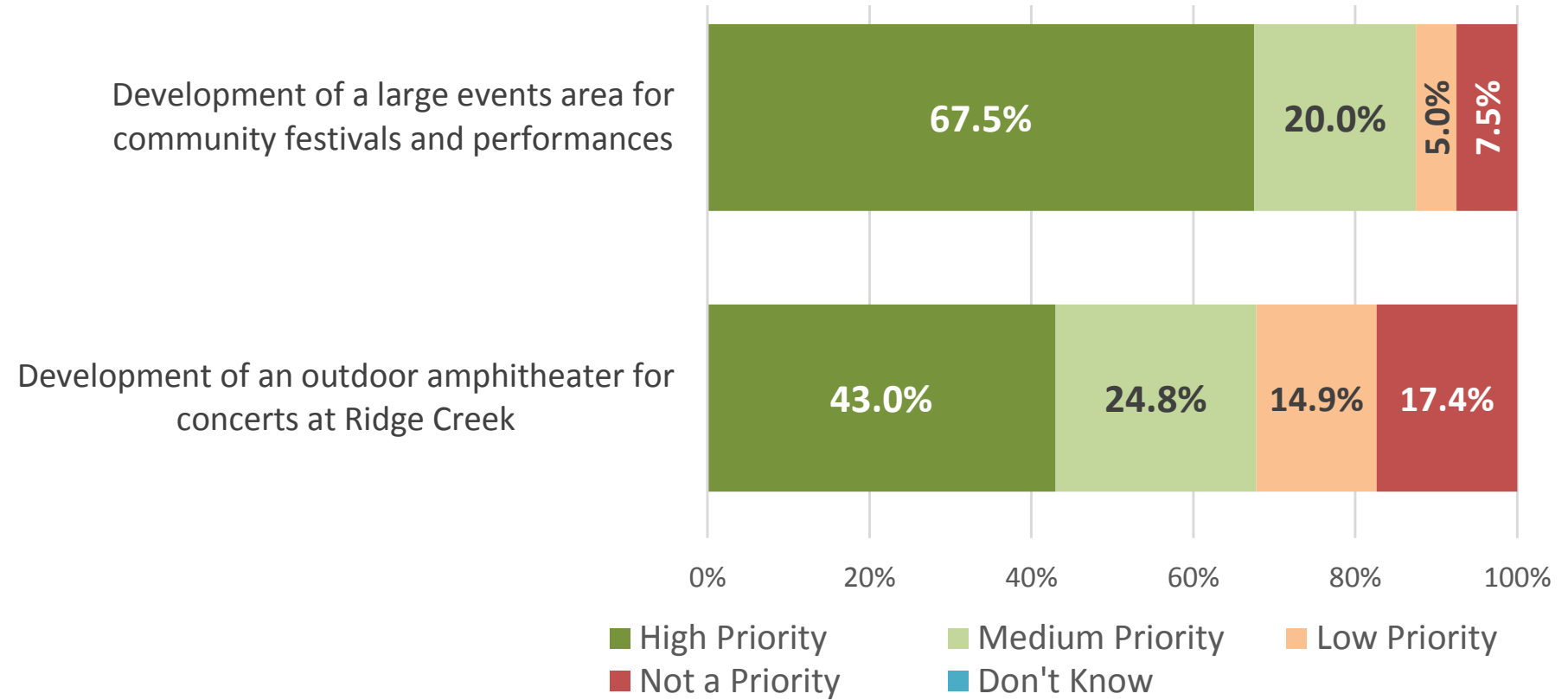


Weighted average of rankings - higher score equals higher priority

Survey Highlights



Event Area Priority

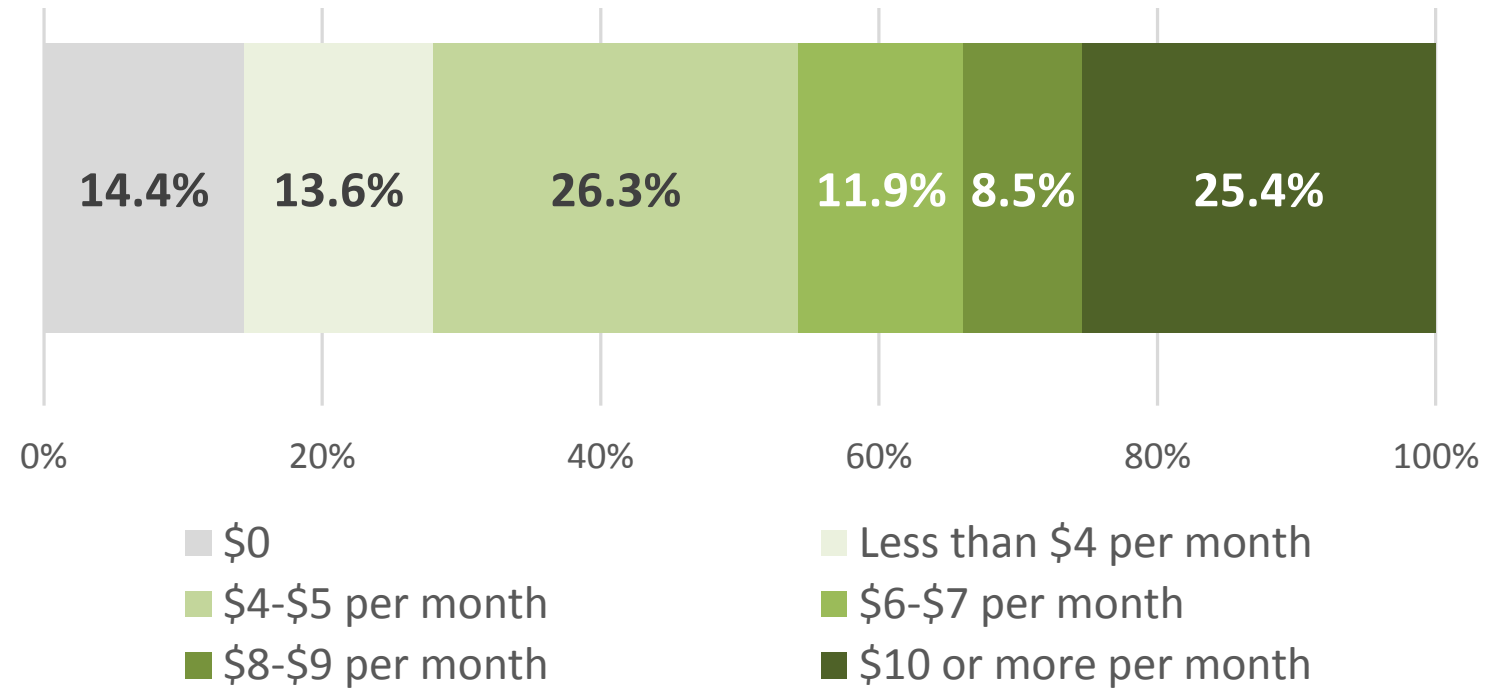


Survey Highlights



Willingness to Pay

- Respondents over 65 were more likely to pay no additional amount for park and recreation services
- Those living in the northeast area were more likely to support an amount greater than \$10



Council Insights & Direction



With a range of interests competing for attention and resources, what are the top priorities for the next five years?

What 1 or 2 projects/activities are most important for you?

Where should the City focus resources & energy?

What could the City be doing more of? Less of? Differently?

Next Steps

- Comments from Council discussion
- Continued, COVID-appropriate outreach
- Draft plan development
- Council adoption





City Council Staff Report

Department: PUBLIC WORKS

September 8, 2020

To: Mayor and City Council
From: Ismael Hernandez, Public Works Director
By: George Avila, Business Manager
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.

EXECUTIVE SUMMARY

As the Regional Transportation Planning Agency, the Tulare County Association of Governments (TCAG) procured the services of a professional consulting team to assess the feasibility of coordinating all Tulare County transit service providers into one regional agency. After many months of review and discussion it was determined that creating a regional agency would improve transit efficiency, reduce administrative redundancy and costs. TCAG is requesting interested cities to join efforts to form a regional transit agency through a Joints Power Agreement (JPA). If the City Council approves the execution of the JPA the operation of the City's transit system would transition over to the new "Tulare County Regional Transit Agency".

OUTSTANDING ISSUES

None.

DISCUSSION

The City of Dinuba has been providing transit services to the community since the early 1980's. For many of these years transit services have been offered under the banner of the Dinuba Area Regional Transit (DART). Although most Dinuba residents own a vehicle, there are some disadvantaged residents who are transit-dependent. These include some low-income residents, seniors, people with disabilities and school children who don't have a way to get to school. From the onset, the Dinuba City Council has kept transit fares low and has ensured that transit services are offered in the most effective way possible while staying available to the largest number of residents.

However, over the last several years it has become increasingly clear that transit operations in their current form are too difficult to sustain. Transit ridership has been decreasing throughout the country and the cost to operate a traditional transit model is becoming unsustainable. City staff evaluates operations on an on-going basis and makes improvements when warranted. The last modification approved by the City Council became effective in January and increased headways to one-hour from the previous 30 minutes, merged the free trolley route to the other existing routes and reduced Saturday evening hours. These changes were necessary to reduce expenses and make operations more efficient.

Despite these efforts, transit costs continue to climb and mandated performance measures are increasingly difficult to meet. Again, this is not a situation unique to Dinuba, these challenges are faced by most transit agencies throughout the country. As the Regional Transportation Planning Agency (RTPA) the Tulare County Association of Governments (TCAG) works closely with staff to ensure regulatory compliance and to assist the City with identifying transportation priorities and investments. In September 2018 TCAG hired a consulting team to evaluate and make recommendations for improved transit efficiency and regional coordination.

After a comprehensive review, the consulting team put together some transit improvements options that were reviewed by all Tulare County service providers. Due to some remaining questions, on August 19, 2019 the Tulare County Board directed TCAG staff to assemble an ad hoc committee to discuss concerns regarding transit coordination and to explore the option of a Joint Powers Agreement (JPA) or other formal coordination of transit services. On December 9, 2019 the committee presented its recommendations to the TCAG Board. A copy of the recommendations are enclosed herein as Attachment 'A'. Essentially the committee recommends that all Tulare County transit providers join together and establish the "Tulare County Regional Transit Agency". This Agency would be formed with the execution of a Joint Powers Agreement (JPA) by at least two of the service providers (see Attachment "B").

The cities of Tulare, Porterville, Woodlake, Exeter, Lindsay, Farmersville and the County of Tulare have all voted to participate in the Joint Powers Agreement to form a Regional Transit Agency. That represents all Tulare County service providers with the exception of Visalia. On July 14, 2020 a report recommending the approval of the JPA for Dinuba was presented to the City Council. At that time the City Council was unable to arrive at a vote given only four Council members were present and the Council was evenly divided on how to proceed. One of the major points of concern was the lack of financial information for the proposed transit agency. Another concern was that the City could be short-changed given the loss of local oversight.

Although it is not unusual for budgetary information to be limited at this point in the process, TCAG has made some financial commitments that will ensure that the new Agency is on solid fiscal footing. These commitments include setting aside \$100,000 annually for two years from TCAG reserves and \$500,000 for three years from CMAQ funds. TCAG will also be asking the board to consider approving a one-time transfer of an additional \$460,000 to support the successful implementation of the new Agency. TCAG is confident that after this initial investment all available transit grants and allocations will be coordinated and no additional funding from member cities will be needed.

In addition to helping with transitioning from independently operated systems to a single coordinated service, the initial investment will also be used to identify innovative ways to improve transit throughout the County. One option that has become increasingly popular in larger transit systems is micro-transit. Micro-transit functions a lot like ride-sharing (e.g. Uber and Lyft) and allows riders to have more control over when and where they are picked up. TCAG has committed to establish a pilot micro-transit service in Dinuba thereby increasing local transportation options for Dinuba residents.

As the regional coordination process moves forward there are likely to be unforeseen items and additional considerations that will be addressed as they arise. However, staff believes that the benefits will outweigh any possible challenges. The Agency's policies and procedures and governing by-laws will be developed within six months of Agency creation. The City's Board Director will participate in the development of these guidelines. Adoption of Resolution No. 2020-39 will authorize the execution of the JPA and establish the Tulare County Regional Transit Agency.

A copy of Resolution No. 2020-39 is enclosed herein as Attachment 'C'.

FISCAL IMPACT

There is no fiscal impact associated with the recommended action.

PUBLIC HEARING

None.

ATTACHMENTS:

[A. Ad Hoc Committee Recommendations](#)

[B. Joint Powers Agreement](#)

[C. Resolution Number 2020-39](#)

TCAG Transit Ad Hoc Committee
Tulare County Regional Transit Agency FAQ & Recommendations

The transit ad hoc committee discussed a number of items relating to a potential regional transit agency. Below are questions tackled by the committee, and our recommendations for addressing those going forward. Most of these items would be addressed in a proposed agreement that would be submitted to all TCAG member agencies, and some of these recommendations would be submitted to the regional agency for recommended implementation after it was established. This document should be considered a set of concepts and work in progress; as a regional coordination process moves forward there are likely to be unforeseen items, additional considerations, and changes that arise that may affect these recommendations.

Organization

1. What would be the name of the new transit agency?
Tulare County Regional Transit Agency (TCRTA)
2. Can a new agency be formed if one or more agencies opts out of membership?
Yes. A transit agency can be formed if two or more jurisdictions choose to join.
3. How could an agency exit or enter as a member of the new transit agency?
Processes for entering or exiting the agency would clearly be specified in the agreement. Much of it is based on fiscal years, particularly withdrawal. It would be difficult to make major changes mid-year, primarily due to service stability, reporting, and other regulations.

Recommended terms include:

- a. A new agency could apply to join at any time.
- b. An agency, upon joining, shall remain a member for a minimum of 3 fiscal years, plus the remainder of the fiscal year in which they joined. Organizational, regulatory, insurance, and other processes make a shorter period of time impractical for starting up.
- c. An agency may provide notice to withdraw on or before May 1 of a fiscal year, and that withdrawal would be effective on June 30. Withdrawal at any other time may be permitted at the discretion of the Board.
- d. If an agency withdraws and wishes to re-enter, it would have to wait at least one fiscal year, and re-entry would require a unanimous vote of the transit agency's Board.

4. How could the agreement be amended and what would its duration be?
The agreement could be amended at any time by written execution of all parties. A sunset date would not be set, since the agreement can be amended and agencies can withdraw at any time.
5. What could the timeline for implementation or transition to the new agency be?
A new transit agency would take several months to go through the formation process, and then would require time to prepare for taking over transit operations. A possible/feasible timeline for starting operations is 2021.
6. Would this be a brand new agency?
The transit agency would be independent, with its own governing structure and executive officer, and would contract for a majority of administrative-type services with a city or Tulare County. This could include human resources services, fiscal services, inclusion in retirement programs and health care programs, etc.
7. What would the governing board look like and how would voting look?
One member from each agency, with alternates also appointed, would sit on the Board. In three instances, a unanimous vote would be required: 1) To approve the annual budget, 2) To approve Local Transportation Fund claims, and 3) To approve re-entry of an agency that has previously been a member and has withdrawn.
Additionally, the TCAG Board member representing transit, if different than an existing transit agency Board member, and the Calvans director would sit as non-voting ex officio members.
8. Would staff transition to the new agency or remain with their respective agencies? How would turnover occur?
The transit agency would have the ability to hire its own employees *and* to contract with other agencies for employees. It is expected that initially, most staff would be existing agency staff contracted to perform work for the transit agency via a staff services agreement. Certain positions and, most likely, newly hired staff, would be hired by the transit agency.
9. What would be the process for transitioning from current service contracts to a single service contract?
This process could be complex, but would phase in over time. Each existing service contract would have to be evaluated independently. Some may be able to be canceled or negotiated, and some may need to run their course through expiration. A new transit agency would enter into any new contracts for service. It could take a few years for all service to exist under one contractor. Contractual arrangements in the interim would be managed to function as seamlessly to the rider as possible.

Service

10. Would transit services and assets be uniformly rebranded?
Yes. A new, uniform regional system would be responsible for rebranding for ease of service, passenger information on signage, apps, etc., reduced confusion to riders, fleet management,

and other reasons. Existing special services, such as the Sequoia Shuttle, should retain separate branding. New special services could have unique branding as well.

11. Would the new agency set fares?

Yes. A set of fares would be developed. There would likely be a couple of different standard fares, such as an intercity vs. intracity fare, which would generally be based off the cost of the service. There would also be a uniform set of special or discount fares that would apply countywide, such as senior or military fares and special passes. Specialty services may also have their own fares (such as the Sequoia Shuttle). There would be potential for a jurisdiction to sponsor, at its own cost, a special fare program or discount for its riders if it chose, such as subsidizing monthly passes for their seniors, for example.

12. How would assets be handled?

The general question of handling transit assets does not exactly have a one-size-fits-all answer. The recommendation of the committee is that each local jurisdiction work with the new transit agency to discuss and negotiate transfer and/or lease of assets. It is expected that property and some facilities would be retained by local jurisdictions, and that rolling stock, equipment, and other facilities would be transferred to the new agency. New assets would be procured by the new agency. This process may be complex, since many assets are grant funded and have specific requirements and processes tied to them.

13. How would differences in service characteristics, such as urban vs. rural service, be considered in performance evaluation and setting service levels?

Service levels would be designed based on a number of criteria set by the transit agency, accounting for factors such as: needs of residents, service performance, TCAG performance measures and other requirements, Title VI compliance, and any other criteria deemed a) appropriate by the Transit Agency and/or b) required by law. Unmet needs found reasonable to meet would also be implemented as required.

Criteria for setting service levels would take into consideration differences in service type. For example, some rural service, sometimes called “lifeline” service, may travel long distances for a small number of residents. Ridership may not be high but it may be a necessary service regardless. Another example would be that service frequency in an urban area, e.g. how often the bus will run, will depend on how many riders there are per hour.

14. Would the current level of service be maintained if agencies transition to the new agency?

Transit costs are significantly increasing and several transit agencies are currently considering service modifications and decreases. Modifications to service will occur regardless of whether an agency chooses to join a new transit agency or not. That being said, the transit agency would set appropriate levels of service countywide based on established criteria discussed above. If a jurisdiction desires additional service or a special program, for example, that service could be provided (within reason and the transit agency’s ability to do so). The requesting agency would cover that cost.

Funding

15. How would agencies be charged for services? What funding types would (and would not) be transferred from current operators to the new agency?

In the budget process, costs and hourly service rates would be determined. Costs would be apportioned to jurisdictions based on a formula using population as one-half of the cost allocation formula and hours of service provided within a jurisdiction as the other one-half factor.

Once pro-rata shares are determined, transit-only funds received by the transit agency on behalf of member agencies would be applied to costs. This would include a number of funding sources, such as Federal Transit Administration funds (urban 5307 funds, rural 5311 funds, 5339 capital funds, 5310 competitive funds, etc.), state funds (State Transit Assistance, State of Good Repair, Cap and Trade funds, etc.), Measure R allocations and any other transit-specific funds. The transit agency would also apply for grants and apply grant funds to annual costs as well. Additional costs that are not covered by transit-only funds would be covered by Local Transportation Funds (LTF). Claims for LTF funds would have to be approved by unanimous vote of the Board, and an agency would not be required to provide other local funds for services provided by the transit agency unless they so choose.

**TULARE COUNTY REGIONAL TRANSIT AGENCY
JOINT POWERS AGREEMENT**

The Joint Powers Agreement ("Agreement"), dated this ____ day of _____, 2020, by and among the County of Tulare and the Cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, Visalia, and Woodlake (each, a "Party" or "Member Agency" and together, the "Parties" or "Member Agencies" to this Agreement) is hereby entered into pursuant to Section 6500 *et seq.* of the Government Code of the State of California.

**Article I
General Provisions**

Section 1: Purpose

The purpose of this Agreement is to empower the Parties to exercise their common powers by the formation and operation of a Joint Powers Agency, hereafter called "Tulare County Regional Transit Agency" or "Transit Agency," with full power and authority to own, operate, and administer a public transportation system within the jurisdictions of the Member Agencies. The Transit Agency shall be a public agency separate and apart from the Member Agencies.

Section 2: Name and Membership

The legal name of the Transit Agency shall be "Tulare County Regional Transit Agency." Agencies eligible to enter into this Agreement include the County of Tulare and all incorporated cities within Tulare County. Upon entering into this Agreement, Member Agencies shall be required to maintain membership for the duration of the remaining fiscal year in which the Member Agency joined, plus the following three (3) fiscal years. Early withdrawal of any agency under these terms may be approved by unanimous vote of the Transit Agency's Board of Directors if withdrawal is determined to be mutually beneficial.

Section 3: Boundaries

The boundaries of the Transit Agency shall coincide with the exterior boundaries of Tulare County but shall exclude the territory of any incorporated city within Tulare County that is not a Party to this Agreement.

Section 4: Powers

The Transit Agency shall have all powers necessary to carry out the purpose of this Agreement, except the power to tax. The powers of the Transit Agency specifically include, but are not limited to, the following:

- a. To operate a public transportation system to service the incorporated areas of the cities who elect to become Member Agencies hereunder and the unincorporated areas of the County of Tulare.

- b. To acquire, hold, and dispose of real and personal property.
- c. To acquire, construct, manage, maintain, and/or operate any facilities or improvements.
- d. To own, lease, operate, and maintain vehicles and other property and equipment, which are necessary or reasonable to carry out the purpose of this Agreement.
- e. To expend funds. This power shall be limited only by the availability of funds as set forth in Article III, Sections 4 and 9 of this Agreement.
- f. To sue and be sued in its own name.
- g. To make and enter into contracts for services.
- h. To incur debts, liabilities, and obligations, none of which shall become a debt, liability, or obligation of any Member Agency pursuant to California Government Code section 6508.1 (a) without the express written consent of that Member Agency, except that any debt, liability, or obligation of the Transit Agency with respect to retirement liabilities of the Transit Agency shall be a joint debt, liability, or obligation of each Member Agency if the Transit Agency contracts with a public retirement system.
- i. To provide and enter into agreements for transportation services to locations outside the jurisdiction and boundaries of any of the Member Agencies.
- j. To apply for and execute agreements for financial assistance from the State of California, U.S. Government, and other sources, and to obligate the Transit Agency to operate the public transportation system in accordance with the terms and conditions of said financial assistance.
- k. To purchase insurance.
- l. To employ staff, or to contract with the Member Agencies, or private vendors or individuals to provide the agency with necessary and appropriate services, including, but not limited to, an Executive Director and legal counsel. If the Transit Agency elects to employ its own staff, then the Board shall establish appropriate personnel rules and benefit programs, and determine whether to seek and approve membership in the Tulare County Employees Retirement Association, another established retirement/pension system, or make other retirement/pension options available for its employees.
- m. To adopt local debt policies pursuant to California Government Code section 8855.
- n. To adopt a Conflict-of-Interest Code pursuant to California Government Code section 87300.
- o. All other powers that are necessary and proper for the Transit Agency in order to provide public transportation services.

Article II Organization

Section 1: Governing Board of Directors

The powers of the Transit Agency are vested in its governing Board of Directors, hereafter called the "Board." The Board shall be composed of elected officials, hereafter called "Directors," from each Member Agency. Each Member Agency shall appoint one regular Director and one alternate Director to the Board. Each Director will serve at the pleasure of the Director's appointing authority; however, Directors who are members of the governing body of their respective Member Agencies shall cease to serve as

Directors upon termination of that public office. The applicable appointing authorities shall fill vacancies on the Board of Directors.

The following shall sit as non-voting, *ex-officio* members of the Board:

- a. The Tulare County Association of Governments (TCAG) Board members sitting as the Public Transit Representative and Alternate (if different than an already seated Transit Agency Director); and
- b. The Calvans Executive Director or his/her designee.

Section 2: Officers

a. The Board shall elect a Chair and Vice-Chair from among the Directors, and such other officers as the Board may deem necessary.

b. The Chair shall preside at all meetings of the Board and generally shall perform all duties incident to the office of Chair and such other duties as may from time to time be assigned to such office by the Board.

c. At the request of the Chair, or in case of his or her absence or disability, the Vice-Chair shall perform all duties of the Chair and, when so acting, shall have all the powers of, and be subject to all restrictions upon, the Chair. In addition, the Vice-Chair shall perform such other duties as may from time to time be assigned to that office by the Board of Directors or the Chair.

d. The Chair, Vice-Chair, and such other officers as are elected by the Board each shall serve at the pleasure of the majority of the Board and be elected for a term of two years, with no limit on the number of terms served. Each such officer shall continue to serve until his or her successor is elected, or until his or her death, resignation, or removal from office by the majority of the Board, whichever occurs earlier.

e. The Executive Director of the Transit Agency (provided for below) shall serve *ex-officio* as the Secretary of the Board. The Secretary shall (i) certify and keep at the office of the Transit Agency, or at such other place as the Board may order, the original or a copy of the Agreement, the Bylaws, and the other documents provided for below, as amended or otherwise altered; (ii) keep at the office of the Transit Agency, or at such other place as the Board may order, a book of minutes of all meetings of the Board, recording therein, the time and place of holding, whether regular or special, and, if special, how authorized, the notice thereof given, and the proceedings thereat; (iii) see that all notices are duly given in accordance with the provisions of this Agreement, the Bylaws, or as required by law; (iv) be custodian of the records of the Transit Agency; (v) exhibit at all reasonable times to any Director, upon application, the Bylaws and minutes of the proceedings of the Board; and (vi) in general, perform all duties of the office of Secretary and such other duties as may from time to time be assigned to such office by the Board or the Chair.

f. Any officer may resign at any time by giving written notice to the Board. Any such resignation shall take effect at the time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in this Agreement for regular election or appointment to such office.

g. With prior Board approval, the Chair, the Vice-Chair, or the Secretary is authorized to execute all documents in the name of the Transit Agency.

Section 3: Compensation

The members of the Board shall serve without compensation but shall receive reimbursement for actual and necessary travel expenses incurred in the performance of their duties and outlined in accordance with policies established by the Board.

Section 4: Executive Director

The Board shall appoint an Executive Director. The Executive Director shall serve at the pleasure of or upon the terms prescribed by the Board. The Executive Director so appointed may be an employee of a Member Agency, an employee of the Transit Agency, or an independent contractor (or employee of an independent contractor). Under rules and regulations provided by the Board, the powers and duties of the Executive Director are:

- a. To lead and coordinate the transit system of the Transit Agency and to be responsible to the Board for proper administration of all affairs of the Transit Agency.
- b. To appoint, assign, direct, supervise, and, subject to the personnel rules adopted by the Board, discipline or remove Transit Agency employees.
- c. To arrange for secondary support services, including: legal counsel, general services, office space, human resources, fiscal and administrative support, communications, information technology, payroll, and other support services necessary or convenient for the operation of the transit system and Transit Agency.
- d. To supervise and direct the preparation of the annual operating and capital improvement budgets, hereafter called "Budget", for the Board and be responsible for their administration after adoption by the Board.
- e. To formulate and present to the Board plans for transit facilities and/or services and the means to finance them.
- f. To supervise the planning, acquisition, construction, maintenance, and operation of the transit facilities and/or services of the Transit Agency.
- g. To provide regular performance updates to the Board.
- h. To attend all meetings of the Board and act as the Secretary of the Board. As Secretary, he or she shall cause to be kept minutes of all meetings of the Board, to cause a copy of the minutes of the previous Board meeting to be included with the agenda of the next regular meeting of the Board, and perform all of the duties prescribed in Section 2.e. above.
- i. To establish and maintain fare collection and deposit services.
- j. To organize and operate an ongoing transit marketing program, including special promotions.
- k. To evaluate and propose new programs and public transportation services, with implementation to occur as approved by the Board.
- l. To execute transfers within major budget units, in concurrence with the Treasurer/ Auditor-Controller of the Transit Agency, as long as the total expenditures of each major budget unit remain unchanged.
- m. To purchase or lease items, fixed assets, or services within the levels authorized in the applicable Budget.

- n. To lease buses, vans, and other transit vehicles on an “as needed” basis from public or private organizations when deemed necessary to assure continued reliability of service.
- o. To perform such other duties as the Board may require in carrying out the policies and directives of the Board.

Section 5: Meetings

The Board shall hold regular monthly meetings and shall establish a date, time, and place for those meetings. Meetings may be canceled by a vote of the Board. Special meetings may be called at any time by the Chair, or at the suggestion of the Executive Director, or upon written request by any two members of the Board. Each member shall receive written notice at least 24 hours in advance of any special meeting unless the member has specifically waived this required notice.

Section 6: Ralph M. Brown Act

All meetings of the Board shall be conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code).

Section 7: Quorum

A majority of the total membership of the Board shall constitute a quorum for the transaction of business.

Section 8: Voting

Regular business will be acted upon by approval of a quorum of the Board, with the exception of the following actions which shall require approval by a unanimous vote of the Directors present and voting at a regular or special meeting of the Board, provided that a quorum of the Board is present and voting:

- a. Approval of the Budget.
- b. Local Transportation Fund (LTF) Claims Approval for Submittal to TCAG.
- c. Withdrawal of an agency prior to completion of initial new membership term (per Article I, Section 2).
- d. Readmission of an agency that was a prior member of the Transit Agency and has since withdrawn.

Section 9: Policies and Procedures, Bylaws, Conflict-of-Interest Code, and Debt Policies

Within the first six (6) months of the Transit Agency’s existence, the Board shall establish a Policies and Procedures Manual and Bylaws to govern the day-to-day operations of the Transit Agency, local debt policies pursuant to California Government Code section 8855, and a Conflict-of-Interest Code pursuant to California Government Code section 87300, all of which are not inconsistent either with applicable law or with this Agreement. Each Director and Member Agency shall receive a copy of the adopted Policies and Procedures Manual, the Bylaws, and the Conflict-of-Interest Code. Thereafter, the Board may amend

or repeal any bylaw, regulation, policy, procedure or portion of the Conflict-of-Interest Code, provided that such action is not inconsistent with either the applicable law or this Agreement. The Executive Director shall send to each Director and to each Member Agency all Bylaw amendments, and Debt Policy and Conflict-of-Interest Code revisions promptly after adoption by the Board.

Section 10: New Members

If a city within the County of Tulare not a Party to this Agreement desires to join the Transit Agency, it may become a Member Agency subject to such terms and conditions as may be prescribed by the Board. Upon becoming a Member Agency, the new Member Agency shall become responsible for its share of the funding for public transportation provided by the Transit Agency. The new Member Agency's share of the funding shall be determined in the same manner as for the original Member Agencies, as set forth in Article III, Section 4, "Sources of Funds" of this Agreement.

If a new city is incorporated in Tulare County, it may become a Member Agency, subject to such terms and conditions as may be prescribed by the Board. Upon becoming a Member Agency, the new city shall become responsible for its share of the funding for public transportation provided by the Transit Agency. The new city's share of the funding shall be determined in the same manner as for the original Member Agencies as set for the in Article III, Section 4, "Sources of Funds" of this Agreement. Regardless of whether or not the new city elects to become a Member Agency, at the end of the fiscal year during which incorporation becomes effective, unless otherwise agreed among the new city, the County, and the Transit Agency, the County will no longer be responsible for funding public transportation within the area included in the new city.

New Member Agencies shall be required to maintain membership in this Agreement for the duration of the fiscal year in which the Member Agency joined, plus the following three (3) fiscal years.

Section 11: Change of Boundaries

In the case of annexations, reorganization of transit services and costs due to new jurisdictional boundaries will occur. Funding for transit services provided within Member Agencies' jurisdictions shall be determined as set forth in Article III, Section 4, "Source of Funds" of this Agreement.

Section 12: Ratification and Effective Date

This Agreement shall become effective upon ratification by the legislative bodies of all participating agencies. This Agreement shall be dated and shall be effective upon the last date ratified by a Member Agency.

Section 13: Amendment of Agreement

This Agreement may be amended at any time by a supplemental written agreement executed by all Parties. Amendments may be made only with the unanimous approval of the legislative bodies of all of the Member Agencies.

Section 14: Withdrawal and Readmission of Member Agencies

Any Party to this Agreement may, on or before May 1 of any year, give written notice to the Transit Agency that it is withdrawing from the Transit Agency and terminating its rights and duties under the Agreement at the end of the fiscal year, and such notice shall have the same effect on the 30th day of June thereafter. Withdrawal at any other time requires approval of the Board per Article II, Section 8.

If a Member Agency chooses to withdraw, it nevertheless shall be responsible for its share of all Transit Agency contractual obligations in force on the effective date of withdrawal. Said share shall be determined in accordance with Article III, Section 4, "Sources of Funds" of this Agreement. The withdrawing agency shall remain responsible for said contractual obligations until the involved contracts legally expire or until the obligations can be changed or eliminated by negotiations between the contracting parties.

Each of the Parties to this Agreement hereby agrees that if it should withdraw from the Transit Agency and give up its rights and duties under this Agreement, as provided hereinabove, and the Transit Agency is not dissolved as a result of said withdrawal, then such withdrawing Party waives its right to any refund of contributions previously made by such Party to the Transit Agency and relinquishes to the Transit Agency all right, title, and interest it may have in any property of the Transit Agency.

After finalization of Member Agency withdrawal, that agency will be eligible to re-enter into this Agreement after one full fiscal year has passed. When any Party has ceased to be a Party to this Agreement, it shall not be entitled to again become a Party to this Agreement except upon unanimous consent of the Board and upon such terms and conditions as may be imposed by unanimous action of the Board.

Section 15: Duration of Agreement

This Agreement shall continue in full force and effect until termination is approved by all or by all but one of the legislative bodies of the Member Agencies, or until withdrawals have reduced the number of Member Agencies to less than two.

In the case of termination, contractual obligations shall be met in the same manner as specified for withdrawals in Article II, Section 14, "Withdrawal and Readmission of Member Agencies" of this Agreement.

Section 16: Distribution of Surplus Money and Property

Pursuant to California Government Code Sections 6511 and 6512, in the event that this Agreement is terminated, then all surplus money and property of the Transit Agency shall be distributed to the Member Agencies in proportion to the most recent annual contributions made by the Member Agencies under the terms of Article III, Section 4, "Source of Funds" of this Agreement. In the case of property, the Member Agencies may elect to receive their shares of the property in kind or may request that their shares be sold and the money distributed in the manner prescribed in this Section.

Section 17: Notification of Secretary of State, State Controller, and Local Agency Formation Commission

Pursuant to California Government Code Sections 6503.5 and 6503.6, the Transit Agency shall, within thirty (30) days of the effective date of this Agreement or amendment thereto, cause (a) a notice of the Agreement or amendment to be prepared and filed with the office of the California Secretary of State, (b) a full copy of the Agreement or amendment to be filed with the State Controller, and (c) a full copy of the Agreement or amendment to be filed with the Tulare County Local Agency Formation Commission.

**Article III
Financial and Service Level Provisions**

Section 1: Fiscal Year and Budget

The fiscal year for the Transit Agency shall be July 1 through June 30 of the following calendar year.

The Board shall adopt an Annual Budget prior to the beginning of each fiscal year. Except as otherwise provided in Article III, Section 4 of this Agreement, a unanimous vote of approval by all Directors present and voting at a regular or special meeting of the Board, which must be a quorum, shall be required for the adoption of the Budget.

The Annual Budget may carry forward funds for future fiscal years where necessary to reflect obligations under state or federal funding or grant agreements.

Section 2: Level of Service

The minimum level of public transit service provided within the jurisdiction of each Member Agency shall be established by the Transit Agency. The Transit Agency shall set levels of service based on appropriate established criteria, including: needs of residents, service performance, TCAG performance measures and other requirements, Title VI compliance, and any other criteria deemed a) appropriate by the Transit Agency and/or b) required by law. Unmet needs found reasonable to meet will also be implemented as required.

Costs of services above the minimum level of service as set by the Transit Agency shall be calculated based upon the marginal increase in cost, plus an allocation of fixed costs of the additional services based upon the proportion of vehicle hours of the new service to the total vehicle hours provided by the Transit Agency, and shall be charged to and paid by the requesting Member Agency.

Section 3: Service Changes

Transportation Development Act (TDA)-funded services may be adjusted from time to time as deemed appropriate by the Board. Additionally, each Member Agency, by resolution of its governing body, may submit a request for changes in the services funded through TDA within said Member Agency's jurisdictional boundaries. Said request shall include a description of the requested changes.

In reviewing requests for service increases, the Transit Agency shall consider:

- a. Whether such changes are in substantial conformance with applicable plans, such as transit plans and the Regional Transportation Plan, and comply with required minimum levels of service.
- b. Whether there is sufficient funding available to implement the proposed service change.
- c. Whether there is sufficient personnel, operating capacity, and capital resources available to implement such services.
- d. Whether changes are permissible under state and federal law, and including Transit Agency's willingness and ability to implement necessary actions required for requested changes.

In reviewing requests for service decreases that will amount to a funding reduction of ten (10) percent or more from the requesting agency's share, the Transit Agency shall require up to six (6) months to negotiate changes with the requesting Member Agency and to implement any reductions approved by the Board. The Transit Agency shall consider whether such changes are in substantial conformance with applicable plans, such as transit plans and the Regional Transportation Plan, and comply with required minimum levels of service.

Section 4: Sources of Funds

The Transit Agency shall have the authority to apply for any funds available for transit purposes from any regional, local, state, or federal sources. Claims for Local Transportation Funds must be unanimously approved by Directors present at a regular or special meeting of the Board and voting on the matter, which must be a quorum.

Each Member Agency shall make an annual contribution to the Transit Agency. The contribution shall be the member's pro rata share of the Transit Agency's annual budget, less any transit assistance funds that can only be used for transit. The pro rata share shall be based on one-half on the ratios of populations within a member's jurisdictional boundary (excluding the population of any non-member jurisdiction), and one-half on ratios of transit service hours available to each Member Agency. Notwithstanding the foregoing, while any debt incurred by the Transit Agency in accordance with this Agreement remains outstanding, (i) the annual budget of the Transit Agency shall include the aggregate amount of all principal and/or interest payments payable on such debt for each application fiscal year (which aggregate amount so budgeted shall be deemed approved by all Member Agencies, whether or not the annual budget, as a whole, has been approved in accordance with Article III, Section 1 of this Agreement), and (ii) each Member Agency which is a member on the date on which the Transit Agency incurs the applicable debt, shall be obligated to annually contribute its Local Transportation Funds (Government Code section 29530 et seq.), to the Transit Agency (whether the Member Agency remains a member or withdraws as a member of the Transit Agency).

Population figures shall be those published by the California Department of Finance. Transit service hour ratios shall be developed by TCAG or Transit Agency staff, as applicable, and shall be included as part of the Annual Budget.

Section 5: Transfer of Transit-Related Assets

Upon the effective date of this Agreement, each Member Agency shall consider the transfer to the Transit Agency, or retention, of the agency's existing transit-related assets. The terms and conditions for transfers and/or lease of assets shall be negotiated between the Transit Agency and applicable Member Agency. The Executive Director shall establish policies and procedures for maintaining assets and the use of assets necessary to provide public transportation services within its service area, including requirements for Transit Agency pre-approval of alterations and improvements.

Section 6: New Assets

Upon the effective date of this Agreement, the Transit Agency will become responsible for the purchase all new transit vehicles and related equipment, at a minimum, for the provision of services within its service area.

Section 7: Assignment of Federal Transit Administration (FTA) Contracts and Grant Application Authority

Subject to FTA and Transit Agency approval, Member Agencies may assign existing FTA contracts and policies, including contractual requirements, assurances, and responsibilities, over to the Transit Agency. The Executive Director shall be authorized to prepare, submit, and execute grant applications for the use of FTA operating, planning, and capital funds, as well as other state, federal, and local funds that may become available.

Section 8: Service Agreements

Upon the effective date of this Agreement, the Transit Agency shall work with Member Agencies to assume service agreements, if possible and feasible, for services necessary for the operation of the Transit Agency and for provision of service within its service area. Where service agreements cannot be assumed, the Transit Agency will work with contracting Member Agencies to utilize services until such time that the agreements are terminated, as necessary and appropriate. A Member Agency shall not enter into new transit service agreements as required for operation of the Transit Agency once its existing transit service agreements are terminated.

Section 9: Limitation of Financial Commitment

Except as provided in Article III, Section 4 of this Agreement, the Transit Agency shall not obligate Member Agencies to expenditure of general funds for transit purposes.

Section 10: Investment of Funds

Pursuant to California Government Code section 6509.5, the Transit Agency shall have the power to invest any money in the treasury pursuant to California Government Code section 6505.5 that is not re-

quired for the immediate necessities of the Transit Agency, as the Board determines is advisable, in the same manner and upon the same conditions as local agencies pursuant to California Government Code section 53601.

Article IV

Miscellaneous provisions

Section 1: Treasurer and Auditor

Pursuant to California Government Code Section 6505.5, the County Treasurer and County Auditor of the County of Tulare are hereby designated as Treasurer and Auditor of the Transit Agency. As such, they shall have the powers, duties, and responsibilities as set forth in said section of the Government Code. The County shall be compensated for the services rendered. The amount and method of compensation agreed upon between the County and Transit Agency shall be set forth in the Annual Budget of the Transit Agency.

Section 2: Annual Audit

The Board shall cause an annual audit to be prepared and filed pursuant to California Government Code Section 6505. The Transit Agency shall pay the cost of such audit whether conducted by the County Auditor or an independent auditor.

Section 3: Official Bonds

Pursuant to California Government Code Section 6505.1, the Board shall require the official bonds be filed by any officers, employees, or agents, which have access to the property of the Transit Agency. The cost of said bonds shall be borne by the Transit Agency.

Section 4: Purchasing Procedures

The Board may establish purchasing procedures and policies to ensure the Transit Agency receives competitive prices for the lease or purchase of goods and services. Formal bidding shall not be required unless specifically directed by the Board or required by applicable state or federal law.

Section 5: Indemnification

The Transit Agency shall indemnify, defend, and hold harmless the Member Agencies, their officers, agents, and employees, and members of the Board of Directors, their officers, agents, and employees, and committee members, their officers, agents, and employees, from and against any and all claims and losses whatsoever, occurring or resulting to persons, firms, or corporations furnishing or supplying work, services, materials or supplies to the Transit Agency in connection with the performance of this Agreement, and, except as expressly provided by law, from any and all claims and losses accruing or resulting to any persons, firm or corporation, for damage, injury, or death arising out of or connected with the Transit Agency's performance of its obligations under this Agreement. Nothing herein shall limit the

right of the Transit Agency to purchase insurance or to create a self-insurance mechanism to provide coverage for the foregoing indemnity.

In this regard, the Member Agencies do not intend hereby to be obligated either jointly or severally for the debts, liabilities or obligations of the Transit Agency, except as may be specifically provided for in California Government Code Section 895.2 as amended or supplemented. Provided, however, if any Member Agency is, under such applicable law, held liable for the acts or omissions of the Transit Agency caused by negligent or wrongful act or omission occurring in the performance of this Agreement, then such parties shall be entitled to contribution from the other Member Agencies so that after said contributions each Member Agency shall bear a proportionate share of such liability, in ratios consistent with those provided for in Article III, section 4 above. This Section 5 of Article IV does not apply to acts or omissions of a Member Agency in implementing the public transit system approved by the Transit Agency within such Member Agency's boundaries and managed in whole or in part by such Member Agency.

Section 6: Privileges and Immunities

All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of officers, agents or employees of any Member Agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially under the auspices of the Transit Agency and the provisions of this Agreement.

Section 7: Finance or Refinance Acquisition of Transit Equipment

- a. Pursuant to California Government Code section 6518, the Transit Agency, without being subject to any limitations of any Party to the Agreement pursuant to California Government Code section 6509, may also finance or refinance the acquisition or transfer of transit equipment or transfer federal income tax benefits with respect to any transit equipment by executing agreements, leases, purchase agreements, and equipment trust certificates in the forms customarily used by a private corporation engaged in the transit business to effect purchases of transit equipment, and dispose of the equipment trust certificates by negotiation or public sale upon terms and conditions authorized by the parties to the agreement. Payment for transit equipment, or rentals therefor, may be made in installments, and the deferred installments may be evidenced by equipment trust certificates payable from any source or sources of funds specified in the equipment trust certificates that are authorized by the parties to the agreement. Title to the transit equipment shall not vest in the Transit Agency until the equipment trust certificates are paid.
- b. If the Transit Agency finances or refinances transit equipment or transfers federal income tax benefits with respect to transit equipment under subdivision (a), it may provide in the agreement to purchase or lease transit equipment any of the following:
 - (1) A direction that the vendor or lessor shall sell and assign or lease the transit equipment to a bank or trust company, duly authorized to transact business in the state as trustee, for the benefit and security of the equipment trust certificates.
 - (2) A direction that the trustee shall deliver the transit equipment to one or more designated officers of the Transit Agency.

- (3) An authorization for the Transit Agency to execute and deliver simultaneously therewith an installment purchase agreement or a lease of equipment to the Transit Agency.
- c. If the Transit Agency finances or refinances transit equipment or transfers federal income tax benefits with respect to transit equipment under subdivision (a), then it shall do all of the following:
 - (1) Have each agreement or lease duly acknowledged before a person authorized by law to take acknowledgments of deeds and be acknowledged in the form required for acknowledgment of deeds.
 - (2) Have each agreement, lease, or equipment trust certificate authorized by resolution of the Board.
 - (3) Include in each agreement, lease, or equipment trust certificate any covenants, conditions, or provisions that may be deemed necessary or appropriate to ensure the payment of the equipment trust certificate from legally available sources of funds, as specified in the equipment trust certificates.
 - (4) Provide that the covenants, conditions, and provisions of an agreement, lease, or equipment trust certificate do not conflict with any of the provisions of any trust agreement securing the payment of any bond, note, or certificate of the Transit Agency.
 - (5) File an executed copy of each agreement, lease, or equipment trust certificate in the office of the California Secretary of State, and pay the fee, as set forth in paragraph (3) of subdivision (a) of Section 12195 of the Government Code, for each copy filed
- d. The Transit Agency acknowledges that California Secretary of State may charge a fee for the filing of an agreement, lease, or equipment trust certificate under California Government Code section 6518. The agreement, lease, or equipment trust certificate shall be accepted for filing only if it expressly states thereon in an appropriate manner that it is filed under California Government Code section 6518. The filing constitutes notice of the agreement, lease, or equipment trust certificate to any subsequent judgment creditor or any subsequent purchaser.
- e. Each vehicle purchased or leased under California Government Code section 6518 shall have the name of the owner or lessor plainly marked on both sides thereof followed by the appropriate words "Owner and Lessor" or "Owner and Vendor," as the case may be.

Section 8: Issuance of Revenue Bonds or Other Debt

Pursuant to Article 2, commencing with section 6540, of Chapter 5 of Division 7 of Title 1 of the California Government Code and upon the affirmative authorization of each of the Member Agencies, the Transit Agency may issue revenue bonds or other forms of indebtedness, including refunding bonds, pursuant to that article to pay the cost and expenses of acquiring or constructing mass transit facilities or vehicles, including any or all expenses incidental thereto or connected therewith, and such expenses may include engineering, inspection, legal and fiscal agents' fees, costs of the issuance and sale of said bonds, working capital, reserve fund, and bond interest estimated to accrue during the construction period and for a period of not to exceed 12 months after completion of construction. The proceeds of the bonds shall be used only for the project provided for in the indenture pursuant to which such revenue bonds are issued. Pursuant to California Government Code section 6547.8, no Director shall be personally liable on the bonds or subject to any personal liability by reason of the issuance of bonds pursuant to

this authority. Pursuant to California Government Code section 6551, said revenue bonds shall not constitute a debt, liability, or obligation of any Member Agency unless that Member Agency has given its express written consent to such obligation.

Section 9: Insurance

The Transit Agency shall obtain insurance for all Directors and Member Agencies, including, but not limited to, directors and officers liability insurance, and general liability insurance, containing policy limits in such amounts as the Board shall determine will be necessary to adequately insure against the risks of liability that may be incurred by the Transit Agency.

Section 10: **Dispute Resolution Procedures**

This Section shall govern the resolution of all controversies or claims among or between the Parties, including those that may arise between the Transit Agency and a Member Agency, that arise from or are related to this Agreement and any modifications hereto (collectively, "Arbitrable Disputes"). Wherever this Agreement makes reference to any means of resolving Arbitrable Disputes among or between the Parties, and/or the Transit Agency and a Member Agency, the Parties agree to follow the meet and confer and mediation procedure described below prior to initiating any litigation to resolve the dispute. Pending the resolution of any dispute hereunder, the Transit Agency and each Party shall continue to perform or otherwise fulfill its obligations under the Agreement. For convenience, the parties to a particular dispute are referred to in this Article as the "Disputants" and may include one or more Member Agencies and /or the Transit Agency.

- a. **Opportunity to Cure.** Notwithstanding any other provision in this Agreement, no Disputant may terminate the Agreement or pursue any remedy for any breach of this Agreement without first giving the applicable Party written notice of such breach and a reasonable time, not less than thirty (30) days, within which to cure such breach.
- b. **Voluntary Resolution, Meet and Confer Obligation.** In recognition of the government-to-government relationships of the Parties, the Disputants will make their best efforts to resolve disputes that occur under this Agreement by good faith negotiations whenever possible. Therefore, without prejudice to the right of any Disputant to seek injunctive relief against the other(s) pursuant to this Section 10, subsection e., when circumstances are deemed to require injunctive relief, the Parties hereby establish a threshold requirement that disputes between or among the Disputants first be subject to a process of meeting and conferring in good faith in order to allow the opportunity to cure any breach of contract issue between or among the Disputants, and to foster a spirit of cooperation and efficiency in the administration and monitoring of performance and compliance by each other with the terms, provisions, and conditions of this Agreement, as follows:
 - (1) Any Disputant shall give the other applicable Disputant(s), as soon as possible after the event giving rise to the concern, written notice setting forth, with specificity, the issues to be resolved. Notice shall be provided consistent with Section 11 below. Said notice shall suggest a date, time and place for the meeting. The Disputants may jointly decide to meet at another time and place; provided, however, the Disputants agree that such meeting shall commence within fifteen (15) calendar days after the date that the origi-

nal notice was given to the applicable Party, unless the Disputants agree that there is good cause to extend this time limit.

- (2) The Disputants agree that the meet and confer, including proceedings or discussions concerning the proposed meet and confer, is to be considered a confidential settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. All conduct, statements, promises, offers, views and opinions, oral or written, made during a meet and confer by any Party or a Party's agent, employee, or attorney shall be deemed to be confidential and shall not be subject to discovery or be admissible for any purpose, including impeachment, in any litigation or other proceeding, including mediation, involving the Disputants; provided, however, that evidence otherwise subject to discovery or otherwise admissible is not excluded from discovery or admission into evidence simply as a result of it having been used in connection with the meet and confer.
 - (3) Absent mutual consent of the Disputants, if a noticed meeting fails to commence within the fifteen (15) calendar day period, or if a reasonable attempt to schedule or reschedule the meeting has not been made within those fifteen (15) calendar days, then the meet and confer obligation imposed under this Section shall be deemed to have been satisfied and the Disputants shall be free to pursue their rights and remedies under this Section 10, unless the reason for such failure to meet and confer is the refusal of the Party asserting a claim to participate in the meet and confer, in which event said claim will be deemed to have been waived.
 - (4) If the dispute is not resolved to the satisfaction of the Disputants within thirty (30) calendar days after the first meeting, then upon the written request of any Disputant, the dispute may be submitted to non-binding mediation in accordance with Subsection c of this section ("Mediation Request"). The disputes submitted to non-binding mediation shall be limited to claims that this Agreement has been breached by one or more Disputants or the Transit Agency.
- c. **Mediation.** In the event a dispute arising under this Agreement is not resolved through the above-described meet and confer process, then within thirty (30) days after notice is provided through a Mediation Request, the Disputants to the dispute agree to participate in non-binding mediation administered by a mediator, mutually agreed to by the Disputants, to help mediate and settle the dispute as soon as practicable. The mediation shall proceed as follows:
- (1) The mediation shall be held at a mutually agreeable location within Tulare County, California.
 - (2) The Disputants shall work together to select a single mediator, but if the Disputants cannot agree on a mediator within forty-five (45) calendar days of the Mediation Request, then each Disputant will provide the others with three (3) names of proposed mediators based on substantive and procedural knowledge, availability, and location. Each Disputant will have an opportunity to strike one (1) name from the list provided by the other Disputants and rank the remaining two (2) names 1-2, with one (1) being the most favorable. The Disputants shall then exchange lists of proposed mediators and the ranking numbers from each Disputant will be added together; the proposed mediator whose combined ranking number is the lowest, which is most favorable, will be deemed

to have been chosen to serve as mediator for the particular dispute (the "Mediator"). If any Disputant fails to act within the forty-five (45) calendar day period, then the mediator shall be appointed by Fresno, California office of the American Arbitration Association ("AAA") in accordance with applicable AAA Commercial Arbitration Rules for large, complex commercial disputes.

- (3) The Mediator shall meet with and hear presentations by the Disputants as soon as practicable after appointment.
 - (4) Mediation will be conducted consistent with California Evidence Code Sections 1115-1129, this Section 10, and, to the extent practicable, the Commercial Mediation Procedures of the American Arbitration Association ("AAA"). The Mediator shall owe a professional duty to all Disputants, and shall be barred from testifying in any litigation or arbitration concerning any information obtained or disclosed in the course of the mediation.
 - (5) Each Disputant shall bear its own costs and attorneys' fees, and an equal proportionate share of all fees and expenses of the Mediator.
 - (6) Unless otherwise agreed upon by the Disputants in writing, the mediation shall be completed within ninety (90) days of the selection of the Mediator.
 - (7) The Mediator's recommendations shall not be binding on or admissible against any Disputant. The Arbitrable Dispute shall be resolved in accordance with the litigation provisions set forth in Subsection d. below if: (1) a Disputant elects to reject the Mediator's recommendations; or (2) the Mediator does not meet with the Disputants.
 - (8) The Disputants agree that the mediation, including proceedings or discussions concerning the mediation, is to be considered a confidential settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. All conduct, statements, promises, offers, views and opinions, oral or written, made during the mediation by any Disputant or a Disputant's agent, employee, or attorney shall be deemed to be confidential and shall not be subject to discovery or admissible for any purpose, including impeachment, in any litigation or other proceeding involving the Disputants; provided, however, that evidence otherwise subject to discovery or admissible is not excluded from discovery or admission into evidence simply as a result of it having been used in connection with the mediation.
- d. **Litigation.** Following the satisfaction of the meet and confer and mediation requirements, any controversy(ies) or claim(s) arising out of or relating to this Agreement that was not resolved during the meet and confer or mediation process (as applicable) may be resolved through litigation by or among the Disputants.
- e. **Expedited Procedure for Threats to Public Safety**
- (1) **Judicial Litigation.** If any Disputant reasonably believes that another Disputant's violation of this Agreement has caused or will cause an imminent and significant threat to public health or safety, resolution of which cannot be delayed for time periods otherwise specified in this Section 10, then the complaining Disputant may proceed with judicial litigation consistent with the provisions of this Section 10.
 - (2) The Parties consent to the jurisdiction of the Tulare County Superior Court for purposes of obtaining declaratory relief and specific performance under this Subsection.

Section 11: Notice

All notices required by this Agreement will be deemed to have been given when made in writing and personally delivered or mailed to the respective representatives of Parties at their respective addresses on file with the Transit Agency. Any Party may change the address to which such communications are to be given by providing the other Parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change. All notices will be effective upon receipt and will be deemed received through delivery if personally served, or on the fifth (5th) day following deposit in the mail.

Section 12: No Third Party Beneficiaries and No Assignment

This Agreement is not intended to, and will not be construed to, confer a benefit or create any right for any person or entity that is not a Party. The Parties agree that this Agreement and any of the obligations of the Parties under this Agreement may not be assigned to any third party and that no third party possesses the right or power to bring an action to enforce any of the terms of this Agreement.

Section 13: Waiver

The waiver by any Party or any of its officers, agents or employees or the failure of any other Party or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement, shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

Section 14: Authorized Representatives

The persons executing this Agreement on behalf of the Parties hereto affirmatively represent that each has the requisite legal authority to enter into this Agreement on behalf of their respective Parties and to bind their respective Parties to the terms and conditions of this Agreement. The persons executing this Agreement on behalf of their respective Parties understand that all Parties are relying on these representations in entering into this Agreement.

Section 15: Successors in Interest

The terms of this Agreement will be binding on all successors in interest of each Party.

Section 16: Severability

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. The Parties shall en-

deavor in good faith negotiations to replace the prohibited or unenforceable provision with a valid provision, with the economic effect of which comes as close as possible to that of the prohibited or unenforceable provision in accordance with Article IV, section 10 of this Agreement.

Section 17: Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter, and supersedes all prior negotiations, representations, or other agreements, whether written or oral. In the event of a dispute among the Parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement will be deemed to have been drafted by the Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any Party to this Agreement. Headings contained in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 18: Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

Section 19: Counterparts

The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGES]

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

COUNTY OF TULARE

By _____
Chair, Board of Supervisors

Attest: Jason T Britt, County Administrative Of-
ficer/Clerk of the Board of Supervisors

By _____

Approved as to Form:
COUNTY COUNSEL

By _____
Deputy (Matter No. 20192039)

CITY OF DINUBA

By _____
Mayor

Attest:

By _____
Dinuba City Clerk

Approved as to Form:

By _____
Dinuba City Attorney

CITY OF EXETER

By _____
Mayor

Attest:

By _____
Exeter City Clerk

Approved as to Form:

By _____
Exeter City Attorney

CITY OF FARMERSVILLE

By _____
Mayor

Attest:

By _____
Farmersville City Clerk

Approved as to Form:

By _____
Farmersville City Attorney

CITY OF LINDSAY

By _____

Mayor

Attest:

By _____

Lindsay City Clerk

Approved as to Form:

By _____

Lindsay City Attorney

CITY OF PORTERVILLE

By _____

Mayor

Attest:

By _____

Porterville City Clerk

Approved as to Form:

By _____

Porterville City Attorney

CITY OF TULARE

By _____

Mayor

Attest:

By _____

Tulare City Clerk

Approved as to Form:

By _____

Tulare City Attorney

CITY OF VISALIA

By _____

Mayor

Attest:

By _____

Visalia City Clerk

Approved as to Form:

By _____

Visalia City Attorney

CITY OF WOODLAKE

By _____

Mayor

Attest:

By _____

Woodlake City Clerk

Approved as to Form:

By _____

Woodlake City Attorney

RESOLUTION 2020-39

A RESOLUTION OF THE COUNCIL OF THE CITY OF DINUBA APPROVING THE EXECUTION OF A JOINT POWERS AGREEMENT ESTABLISHING THE TULARE COUNTY REGIONAL TRANSIT AGENCY

WHEREAS, the Tulare County Association of Governments (TCAG) as the Regional Transportation Planning Agency (RTPA) hired a consulting team to evaluate and make recommendations for improved transit efficiency and regional coordination in Tulare County; and

WHEREAS, the TCAG ad hoc committee formed to review the findings of the consulting team met several times and discussed matters related to a formalized regional transit system and made recommendations for how coordinating systems can be approached and presented them to the TCAG Board on December 9, 2019; and

WHEREAS, it was recommended that establishing the Tulare County Regional Transit Agency through a Joints Powers Agreement (JPA) would more effectively and in a more sustainable fashion, meet the transit demands of member agencies: the County of Tulare and the Cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, Visalia, and Woodlake; and

WHEREAS, the purpose of establishing the Tulare County Regional Transit Agency is to respond to the evolving nature of transit services, the aim is that the Agency will better manage operating costs, regulatory performance measures and will centralize transit administration; and

WHEREAS, Member Agencies shall be required to maintain membership for the duration of the remaining fiscal year in which the Member Agency joined, plus the following three (3) fiscal years, thereafter any member agency may withdraw pursuant to Section 14 of the referenced Joints Point Agreement; and

WHEREAS, the powers of the Transit Agency are vested in its governing Board of Directors which shall be composed of elected officials from each Member Agency; and

WHEREAS, the City Manager or his designee is hereby authorized to execute the Joints Powers Agreement (JPA), establishing the Tulare County Regional Transit Agency; and

THEREFORE BE IT RESOLVED that this resolution is adopted and approved by the City Council of the City of Dinuba on this 23rd day of June 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

BY:

MAYOR

ATTEST:

CITY CLERK



City Council Staff Report

Department: PARKS AND COMMUNITY SERVICES

September 8, 2020

To: Mayor and City Council
From: Stephanie Hurtado, Parks and Community Services Director
Subject: Disc Golf Course at KC Park (SH)

RECOMMENDATION

Council approve installation of Disc Golf Course at KC Park.

EXECUTIVE SUMMARY

Through community meetings, local citizens voiced their desire to see a Disc Golf course installed in Dinuba. After reviewing the existing parks, staff determined that KC Park is best suited for such a use. KC Park has ample space to accommodate a nine hole disc golf course without conflicting with current or future activities at the park.

OUTSTANDING ISSUES

None.

DISCUSSION

Staff is proposing to install a 9-hole disc golf course at KC Park. This park is 18 acres with ample space for disc golf without impacting other activities. Disc golf is played much like traditional golf, but instead of clubs and balls players use flying discs. The game is growing in popularity with over 5,000 courses throughout the United States. The object of the game, similar to traditional golf, is to complete each hole with the fewest number of throws. The footprint of a disc golf course can be either 9 holes or 18 holes. More information about disc golf can be found on this short [YouTube](#) video.

Staff believes that disc golf is a good addition to the city's recreational programs. In addition, the community requested new recreational activities during the public outreach meetings for Viscaya Park design as part of the Prop. 68 parks grant. Disc golf is a low cost way to provide residents of all ages an opportunity to be physically active in a challenging but fun game. This sport can be played alone or with others.

A conceptual layout of the 9-hole golf course is enclosed as Attachment 'A'. The course will be free of charge and available to the public during the time frame the parks are open. The city has sufficient funding through a Game Time grant which will cover all cost to install the Disc Golf Course.

FISCAL IMPACT

Cost for the installation of a 9-hole Disc Golf Course will not exceed \$15,000 and will be paid for by Game Day Grant Funds.

PUBLIC HEARING

None.

ATTACHMENTS:

[Disc Golf Course Map](#)



Tee#5

Tee#6

Tee#7

Tee # 4

Tee#3

Tee# 8

Tee#2

Tee# 9

Tee #1

KC Park
Disc Golf Course

● - Tee Pad

● - Basket

← - Mandatory

S Crawford Ave

Avenue 408



City Council Staff Report

Department: CITY MANAGER'S OFFICE

September 8, 2020

To: Mayor and City Council
From: Daniel James, Assistant City Manager
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.

EXECUTIVE SUMMARY

In order to comply with state health and safety guidance on COVID-19 issued in March of the current year, City Council meetings have been held by phone-in teleconference since this time. Staff has identified several new options for providing greater access to public meetings, and is seeking direction from Council regarding the possible use of these services in future meetings.

OUTSTANDING ISSUES

None.

DISCUSSION

The COVID-19 pandemic has resulted in Federal, State, County, and local agencies to declare state of emergencies in order to limit public contact to reduce the spread of the virus in the community. High risk businesses were shuttered, large gathering are prohibited, mask wearing and social distancing are highly encouraged throughout the state.

In a further effort to limit exposure at public meetings, California Gov. Gavin Newsom issued Executive Order N-29-20 on March 17, 2020 which relaxes some of the Ralph M. Brown Act's public meeting requirements (Gov. Code Sec. 54950 et seq.) that are not practical in light of the current public health crisis. Since this time, public meetings by the Dinuba City Council and the city's boards and commissions have been held via teleconference. When this decision was made, Council and staff review several methods for teleconferencing. Due to issues that popular video teleconferencing technologies such as Zoom and Microsoft Teams were experiencing at the time, it was decided to hold meetings by phone, and provide meeting transcripts via the city's website.

Staff has been reviewing viable teleconferencing services on a regular bases with the goal of improving public access and transparency. Staff has determined that many of the issues that online teleconferencing services were experiencing have been resolved. For example, Zoom has made significant technical changes to their service by eliminating unauthorized access referred to as "bombing" during live meetings and better control of who is authorized to participate in a Zoom meeting.

Staff is seeking direction from City Council regarding which medium to use for future Council meetings. Teleconferencing has worked thus far but has limited real-time public comment during the meeting. Zoom now allows for the person running the meeting to control access by allowing members of the community to join the meeting and provide public comment during the meeting. Although still not a perfect system, Zoom does expand the opportunity for public engagement.

The Council can decide to continue to hold meetings by phone or switch to Zoom meetings.

FISCAL IMPACT

Minimal service fees - vary based on options.

PUBLIC HEARING

None required.



City Council Staff Report

Department: CITY MANAGER'S OFFICE

September 8, 2020

To: Mayor and City Council
From: Luis Patlan, City Manager
By: Linda Barkley, City Clerk
Subject: Conference with Legal Counsel (LP)

RECOMMENDATION

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

EXECUTIVE SUMMARY

OUTSTANDING ISSUES

DISCUSSION

FISCAL IMPACT

PUBLIC HEARING



City Council Staff Report

Department: CITY MANAGER'S OFFICE

September 8, 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): 017-040-020, 017-040-024, 017-040-034
Agency Negotiator(s): Luis Patlan, City Manager and Daniel James, Assistant City Manager
Under Negotiation: Terms of sale

EXECUTIVE SUMMARY

OUTSTANDING ISSUES

DISCUSSION

FISCAL IMPACT

PUBLIC HEARING



City Council Staff Report

Department: CITY MANAGER'S OFFICE

September 8, 2020

To: Mayor and City Council

From:

Subject: Public Employee Performance Evaluation (LP)

RECOMMENDATION

Pursuant to GC Section 54957; Title: City Manager.
The City Council will conduct the City Manager's annual performance evaluation.

EXECUTIVE SUMMARY

OUTSTANDING ISSUES

DISCUSSION

FISCAL IMPACT

PUBLIC HEARING