



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

**July 14, 2020
MINUTES**

COUNCIL MEMBERS PRESENT:

Thusu, Longoria, Reynosa, Launer

COUNCIL MEMBERS ABSENT:

Morales

STAFF MEMBERS PRESENT:

Alaniz, Avila, Barkley, James, Jenner, Hernandez, Hurtado, Moreno, Patlan, Popovich, Solis, Thompson, Watts.

1. OPENING CEREMONIES

1.1. Welcome and Call to Order

City Clerk Barkley conducted the roll call for the City Council and staff.

1.2. Invocation

The invocation was led by City Clerk Barkley.

1.3. Pledge of Allegiance

The pledge of allegiance was led by Chief Thompson.

2. AGENDA CHANGES OR DELETIONS

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

None.

3. PRESENTATIONS/CEREMONIAL MATTERS

3.1. Recognition of Firefighters Ryan Wilson and Dylan Garrison (CT)

The City Council authorized Certificates of Recognition to Firefighters Ryan Wilson and Dylan Garrison for recent lifesaving efforts on a cardiac patient.

4. 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 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.

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

City Council Meeting Minutes, June 23, 2020 (LB)

RECOMMENDATION

Council to review and approve the meeting minutes as presented.

5.2. SUBJECT

Agreement between the City of Dinuba and Dinuba Unified School District for Senior Meals (SH)

RECOMMENDATION

Council approve the agreement with Dinuba Unified School District for the Senior Meals Program in the amount of \$48,070 and authorize the City Manager or designee to execute the agreement.

5.3. SUBJECT

Resolution No. 2020-44 Approving an Application for Funding for the 2019-2020 Community Development Block Grant (CDBG) Funding Cycle (IH)

RECOMMENDATION

Council adopt Resolution No. 2020-44 approving an application for funding and the execution of a grant agreement and any amendments for the 2019-2020 funding cycle for the Community Development Block Grant (CDBG) Program in the amount of \$3,499,000.

5.4. SUBJECT

Kiwanis Club of Dinuba Request for Donation to Purchase US Flags (LB)

RECOMMENDATION

Council to consider a request for donation in the amount of \$1,994.20 by the Kiwanis Club of Dinuba for the purchase of replacement flags for the downtown area.

5.5. SUBJECT

Notice of Completion - Granular Activated Carbon Exchange for Well No. 14 (JW)

RECOMMENDATION

Council to accept the Granular Activated Carbon Exchange for Well No. 14 Project as complete and authorize the City Engineer to file a Notice of Completion with the Tulare County Recorder's Office.

5.6. SUBJECT

Resolution No. 2020-41 Approving the Memorandum of Understanding with the Dinuba Employees' Association (MM)

RECOMMENDATION

Council adopt Resolution No. 2020-41 approving the Memorandum of Understanding with the Dinuba Employees' Association.

5.7. SUBJECT

Resolution No. 2020-42 Approving the Memorandum of Understanding with the Dinuba Police Officers' Association (MM)

RECOMMENDATION

Council adopt Resolution No. 2020-42 approving the Memorandum of Understanding with the Dinuba Police Officers' Association.

5.8. SUBJECT

Resolution No. 2020-47 Approving an Increase to the 2018-CDBG-12906 State Contract for the Kern Street Storm Drain Improvement Project (IH)

RECOMMENDATION

Council adopt Resolution No. 2020-47 approving an increase in grant funds for the Kern Street Storm Drain Improvement Project by an additional \$600,000.

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

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

6. WARRANT REGISTER

6.1. SUBJECT

Warrant Register June 26; July 2 & 10, 2020 (MM)

RECOMMENDATION

Council to review and approve the warrant register as presented.

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

Ayes: Launer, Longoria, Reynosa, Thusu

Absent: Morales

7. PUBLIC HEARING

7.1. SUBJECT

Resolution No. 2020-45 and Resolution No. 2020-46, Application for Permanent Local Housing Allocation Program Funding (IH)

RECOMMENDATION

Council hold a public hearing, accept public comment, close public hearing and by one motion take the following actions:

1. Adopt Resolution No. 2020-45 authorizing and adopting the Permanent Local Housing Allocation (PLHA) Program five year plan and certify that the public had adequate opportunity to review and comment on said plan; and,
2. Adopt Resolution No. 2020-46 authorizing the City Manager to execute a Permanent Local Housing Allocation (PLHA) application, the PLHA Standard Agreement, and any subsequent amendments or modifications thereto, and any necessary Program documents as required by the State's Department of Housing and Community Development.

Director Hernandez presented the information to the City Council and asked the Mayor to open a public hearing concerning the item.

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

A motion was made by Vice Mayor Longoria, second by Council Member Launer, to adopt Resolution No. 2020-45 authorizing and adopting the Permanent Local Housing Allocation (PLHA) Program five-year plan and certify that the public had adequate opportunity to review and comment on said plan; and adopt Res.No. 2020-46 authorizing the City Manager to execute a Permanent Local Housing Allocation (PLHA) application, the PLHA Standard Agreement and any necessary program documents as required by the State's Department of Housing and Community Development.

Ayes: Launer, Longoria, Reynosa, Thusu

Absent: Morales

8. DEPARTMENT REPORTS

8.1. SUBJECT

Resolution No. 2020-48, Authorizing the Execution of a Contract between the City of Dinuba and Formation Environmental, LLC for the Dinuba Wellfield Remedial Investigation/Feasibility Study Project and Resolution Number 2020-49 Approving a FY 2020-21 Budget Amendment (IH)

RECOMMENDATION

Council by one motion take the following actions:

1. Adopt Resolution Number 2020-48 authorizing the Public Works Director or his designee to enter into a contract with Formation Environmental, LLC of Sacramento, California to provide the environmental, technical and scientific expertise and services necessary to implement the Dinuba Wellfield Remedial Investigation/Feasibility Study Project in the amount of \$1,868,874.
2. Adopt Resolution Number 2020-49 authorizing a FY 2020-21 Budget Amendment providing the necessary funding for the subject Project.

Director Hernandez presented the information and requested that the Council authorize the Public Works Director or designee to enter into a contract with Formation Environmental, LLC as proposed.

A motion was made by Council Member Reynosa, second by Council Member Launer, to adopt Resolution No. 2020-48 authorizing the Public Works Director or his designee to enter into a contract with Formation Environmental, LLC of Sacramento, California to provide the environmental, technical and scientific expertise and services necessary to implement the Dinuba Wellfield Remedial Investigation/Feasibility Study Project in the amount of \$1,868,874; and, adopt Resolution No. 2020-49 authorizing a FY 2020-21 Budget Amendment providing the necessary funding for the subject project.

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

8.2. SUBJECT

Resolution No.2020-39, Proposed Joint Powers Agreement creating a 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.

Director Hernandez presented the item.

Elizabeth Forte, Principal Planner, with TCAG spoke in regard to the item before the Council.

The Council discussed the item.

City Manager Patlan reported that taking this action and joining the JPA would allow us to provide our residents with services to other areas of the county and a gain for the community.

The motion failed.

8.3. SUBJECT

Award of Contract for the Kern Street Storm Drain Improvements Project; CDBG Project No. 18-CDBG-12906 and Resolution Number 2020-50 Approving a FY 2020-21 Budget Amendment (JW)

RECOMMENDATION

Council by one motion take the following actions:

1. Award the contract for the Kern Street Storm Drain Improvements Project to Bill Nelson General Engineering Construction, Inc. in the amount of \$3,492,785.00 and authorize the City Manager or designee to execute the contract documents.
2. Adopt Resolution Number 2020-50 authorizing a FY 20-21 Budget Amendment providing the necessary funding for the subject project.

City Engineer Watts presented information in regard to the Kern Street Storm Drain Improvements and requested that the Council award the contract for the Kern Street Storm Drain Improvements Project to Bill Nelson General Engineering Construction, Inc in the amount of \$3,492,785.

A motion was made by Council Member Launer, second by Council Member Reynosa, to award the contract for the Kern Street Storm Drain Improvements Project to Bill Nelson General Engineering Construction, Inc. in the amount of \$3,492,785 and authorize the City Manager or designee to execute the contract documents; and, to adopt Resolution No. 2020-50 authorizing a FY 2020/2021 Budget Amendment providing the necessary funding for the subject project.

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

8.4. SUBJECT

Award Contract for FY 20/21 SB-1 Street Rehabilitation Project (JW)

RECOMMENDATION

Council award the contract for the FY 20/21 SB-1 Street Rehabilitation Project to VSS International, Inc. in the amount of \$746,000.00 and authorize the City Manager or designee to sign all contract documents.

City Engineer Watts presented the information to Council for discussion and requested that the Council award the contract for the FY 2020/2021 SB-1 Street

Rehabilitation Project to VSS International, Inc. in the amount of \$746,000 and authorize the City Manager or designee to sign all contract documents.

A motion was made by Vice Mayor Longoria, second by Council Member Launer, to award the contract for the FY 2020/2021 SB-1 Street Rehabilitation Project to VSS International, Inc. in the amount of \$746,000 and authorize the City Manager or designee to sign all contract documents.

Ayes: Launer, Longoria, Reynosa, Thusu

Absent: Morales

9. MAYOR/COUNCIL REPORTS

Mayor Thusu said he gets comments from constituents who are not able to participate in Council meetings via media other cities utilize and said he would like to have the ability to televise soon.

10. CITY MANAGER COMMUNICATIONS

City Manager Patlan shared a Facebook post received about Police Officer Pinero doing a kind act.

Effective yesterday, the Governor once again ordered closure of businesses across the state due to increase of infections in several counties and the state.

11. CITY STAFF COMMUNICATIONS

Assistant City Manager James reported the GAC meeting will be held tomorrow and the topic will be COVID-19.

Director Hernandez said PG&E will come move electrical wires on July 19 along Nebraska Avenue. Hernandez warned of the dangers of COVID-19.

Chief Popovich reported he successfully hired two part-time Animal Control Officers.

Chief Thompson reported Fabian Morales is on board as the new firefighter in the department. Four staff members were exposed to COVID-19 but have tested negative.

City Attorney Jenner emphasized the importance of wearing a mask during the pandemic.

12. CLOSED SESSION

12.1. Liability Claim (MM)

Pursuant to Government Code Section 54956.95; Claimant(s): Deanna Rowena Barnett.

Agency Claimed Against: City of Dinuba.

Claimant: Deanna Rowena Barnett

Claimed Against: City of Dinuba

The Liability Claim was denied.

12.2. Liability Claim (NJ)

Pursuant to Government Code Section 54956.95; Claimant(s): Akop Jack Elechyan, dba Eagle Fire and Water Restoration, Inc.
Agency Claimed Against: City of Dinuba.

Claimant: Akop Jack Elechyan, dba Eagle Fire and Water Restoration, Inc.
Claimed Against: City of Dinuba
The Liability Claim was denied.

13. ADJOURNMENT

Mayor Thusu adjourned the meeting at 8:30 pm.



City Council Staff Report

Department: FIRE SERVICES

July 14, 2020

To: Mayor and City Council
From: Chad Thompson; Fire Chief
Subject: Recognition of Firefighters Ryan Wilson and Dylan Garrison (CT)

RECOMMENDATION

Council recognize Firefighter/Paramedic Ryan Wilson and Firefighter/EMT Dylan Garrison, for their life saving performance of a cardiac patient.

EXECUTIVE SUMMARY

On May 31, 2020, Firefighter/Paramedic Ryan Wilson and Firefighter/EMT Dylan Garrison responded to a call for a 71 year old man with chest pain in the City of Dinuba. The two personnel efficiently treated and transported the patient to Kaweah Delta Hospital. Upon arrival at the hospital, the patient went into cardiac arrest. The patient was transferred to the hospital gurney and staff were able to successfully resuscitate the patient. The excellent performance of our Public Safety personnel greatly contributed to the patient's survival.

On June 17th, 2020, the patient visited the fire department to show his gratitude for the service and treatment that our firefighters provided. He stated that without our firefighters care and service, he would not be here today. He also stated that he is thankful for a second chance at life.

OUTSTANDING ISSUES

None.

DISCUSSION

In discussions with the on-duty Captain, it is my opinion that the outstanding care provided by our public safety personnel definitely prevented the loss of life that day. While it is always our normal duty to give our best efforts to save lives, the outcome is not always as positive as this incident.

The excellent direction, coordination and treatment provided by Ryan Wilson and his partner Dylan Garrison have been determined to merit the Award of the "Clinical Save" ribbons to be worn on their uniforms.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.



City Council Staff Report

Department: CITY MANAGER'S OFFICE

July 14, 2020

To: Mayor and City Council
From: Linda Barkley, City Clerk
Subject: City Council Meeting Minutes, June 23, 2020 (LB)

RECOMMENDATION

Council to review and approve the meeting minutes as presented.

EXECUTIVE SUMMARY

None.

OUTSTANDING ISSUES

None.

DISCUSSION

None.

FISCAL IMPACT

None required.

PUBLIC HEARING

None.

ATTACHMENTS:

[City Council Meeting Minutes, June 23, 2020](#)



CITY COUNCIL REGULAR MEETING AGENDA

**June 23, 2020
MINUTES**

COUNCIL MEMBERS PRESENT:

Reynosa, Launer, Thusu, Longoria, Morales

COUNCIL MEMBERS ABSENT:

None.

STAFF MEMBERS PRESENT:

Barkley, James, Jenner, Hurtado, Moreno, Patlan, Popovich, Solis, Thompson

1. **ADVISORY:** Pursuant to updated guidance from the California Department of Public Health, as of June 18, 2020, all persons attending the Council meeting are required to wear a face mask. Also, seating will be limited in the Council Chambers due to social distancing requirements. Thank you for your understanding.

2. OPENING CEREMONIES

2.1. Welcome and Call to Order

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

2.2. Invocation

The invocation was led by City Clerk Barkley.

2.3. Pledge of Allegiance

The pledge of allegiance was led by Administrative Services Director Moreno.

3. 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.

4. REQUEST TO ADDRESS COUNCIL

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.

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

Approval of Agreement with the Union Pacific Railroad for the Kern Street Storm Drain Improvements Project; CDBG Project No. 18-CDBG-12892 (JW)

RECOMMENDATION

Council to approve the Agreement with the Union Pacific Railroad for storm drain facilities crossing underneath the Union Pacific Railroad along the Kern Street alignment and authorize the City Manager or designee to sign the Agreement.

5.2. SUBJECT

City Council Meeting Minutes, June 9, 2020 (LB)

RECOMMENDATION

Council to review and approve City Council meeting minutes of June 9, 2020.

5.3. SUBJECT

Resolution No. 2020-38 Approving FY 20/21 Measure R Program Supplement for the Dinuba Connection Transit Route (IH)

RECOMMENDATION

Council adopt Resolution No. 2020-38 approving the Measure R Program Supplement with the Tulare County Association of Governments (TCAG) for the Dinuba Connection Transit Route and authorizing the City Manager or Public Works Director to execute the agreement.

5.4. SUBJECT

Cancellation of the July 28, 2020 City Council Meeting (LB)

RECOMMENDATION

Council authorize cancellation of the City Council meeting of July 28, 2020.

5.5. SUBJECT

Resolution N0. 2020-40 Authorizing Submittal of an Application for a Local Early Action Planning (LEAP) Grant (IH)

RECOMMENDATION

Council adopt Resolution No. 2020-40 authorizing the City of Dinuba to submit an application for the Local Early Action Planning (LEAP) Grant Program in the amount of \$150,000.

5.6. SUBJECT

Resolution No. 2020-35 Promoting Racial Equality and Human and Civil Rights for All (DJ)

RECOMMENDATION

Council to adopt Resolution No. 2020-35 promoting racial equality and human and civil rights for all.

A motion was made by Council Member Launer, 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, June 12 & 19, 2020 (MM)

RECOMMENDATION

Council to review and approve the warrant register as presented.

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

Ayes: Launer, Longoria, Morales, Reynosa, Thusu

7. PUBLIC HEARING

7.1. SUBJECT

Resolution No. 2020-36 Adopting FY 2020/21 Operating Budget and Resolution 2020-37 Adopting the FY 2020/21 GANN Appropriations Limit (MM)

RECOMMENDATION

Council to conduct a public hearing and take the following actions by separate motions:

1. Adopt Resolution No. 2020-36 approving the fiscal year 2020/21 operating budget and adjustments to the fiscal year 2019/20 budget, and
2. Adopt Resolution No. 2020-37 establishing the Appropriations for the (GANN) Limit for fiscal year 2020/21.

Fiscal Analyst Solis presented the proposed Fiscal Year 2020/2021 City Budget.

Mayor Thusu opened the hearing to the public concerning the proposed budget.

No comments were brought forward. Mayor Thusu closed the hearing.

A motion was made by Council Member Launer, second by Council Member Reynosa, to adopt Resolution Nos. 2020-36 and 2020-37 in one motion concerning the Fiscal Year 2020/2021 City Budget and the Gann Limit.

Ayes: Launer, Longoria, Morales, Reynosa, Thusu

7.2. SUBJECT

Consideration of Potential Projects or Programs for Inclusion in 2020 CDBG-CV Funding Application (IH)

RECOMMENDATION

Council hold a public hearing and consider public comment regarding potential projects or programs in response to the 2020 Community Development Block Grant, Coronavirus Response Round 1 (CDBG-CV1) Notice of Funding Availability.

Assistant City Manager James presented information concerning the CDBG-CV1 Coronavirus response round 1.

City Manager Patlan reported that other cities are using their funds to help local businesses and he presented some ideas of how to market the program going forward.

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

A motion was made by Vice Mayor Longoria, second by Council Member Launer, to direct staff to apply and to create the micro-enterprise fund.

Ayes: Launer, Longoria, Morales, Reynosa, Thusu

8. DEPARTMENT REPORTS

8.1. SUBJECT

Extension of Management Services Contract with KemperSports, Inc. for Management of Ridge Creek Golf Course (DJ)

RECOMMENDATION

Council to extend management services contract with KemperSports, Inc. for five (5) years for the maintenance and operations of the Ridge Creek Golf Course.

Assistant City Manager James presented a request to extend the management services contract with KemperSports, Inc. for five years.

A motion was made by Council Member Launer, second by Vice Mayor Longoria, to extend the management services contract with KemperSports, Inc. for five years for the maintenance and operations of Ridge Creek Golf Course.

Ayes: Launer, Longoria, Morales, Reynosa, Thusu

8.2. SUBJECT

Information on Implementation of Senate Bill 743 (DJ)

RECOMMENDATION

Council to receive information on implementation of Senate Bill 743 (SB 743) and provide direction as necessary.

Assistant City Manager James presented information concerning SB 743. City Manager Patlan asked the Council if they would like staff to draft a letter to our legislators concerning SB 743 concerning the state highway funding system. Consensus from the Council to mirror the submitted letter to the legislature.

9. MAYOR/COUNCIL REPORTS

The council expressed that the budget process was well executed and congratulated staff for the work they did creating the budget.

10. CITY MANAGER COMMUNICATIONS

City Manager Patlan shared that the budget process looks forward to the planning and future generations.

11. CITY STAFF COMMUNICATIONS

None.

12. CLOSED SESSION

12.1. Conference with Labor Negotiators (MM)

Pursuant to GC Subdivision 54957.6; Agency designated representatives: Maria Alaniz; Maggie Moreno; Luis Patlan
Employee Organizations: City Employees; Fire Association; Police Association; and, Unrepresented Employees

No action taken.

13. ADJOURNMENT

Mayor Thusu adjourned the meeting at 7:55 pm.



City Council Staff Report

Department: PARKS AND COMMUNITY SERVICES

July 14, 2020

To: Mayor and City Council
From: Stephanie Hurtado, Parks and Community Services Director
Subject: Agreement between the City of Dinuba and Dinuba Unified School District for Senior Meals (SH)

RECOMMENDATION

Council approve the agreement with Dinuba Unified School District for the Senior Meals Program in the amount of \$48,070 and authorize the City Manager or designee to execute the agreement.

EXECUTIVE SUMMARY

For the last nine years the City of Dinuba has contracted with the Dinuba Unified School District Nutrition Services Department for the Senior Meals Program. The City covers the cost of the meals and the District is responsible for the preparation, packaging and delivery of the meals to the Dinuba Senior Center. The agreement is for one year from July 1, 2020 through June 30, 2021.

OUTSTANDING ISSUES

None.

DISCUSSION

The City of Dinuba provides annual funding for the Senior Meals Program at the Dinuba Senior Center. The goal of the program is to promote healthy eating for the senior population in the City of Dinuba. City staff work closely with the District staff regarding the nutritional requirements for the program and the menu.

The District prepares and delivers the meals to the Dinuba Senior Center two days per week throughout the year. City staff and volunteers help distribute the meals. The cost per meal is \$5.50. Staff are proposing participating seniors pay the normal cost of \$1.50 per meal and the City pays the remaining \$4.00. A total of 8,740 meals are provided under the Senior Meals Program throughout the year.

If approved the city is proposing to pay the Dinuba Unified School District up to \$48,070 for providing meals for the 2020/21 fiscal year.

The one year agreement with the School District begins July 1, 2020 and ends June 30, 2021. A copy of the agreement is enclosed herein as Attachment 'A'.

FISCAL IMPACT

\$48,070 will come out of the General Fund to pay for the Senior Meal Program.

PUBLIC HEARING

None.

ATTACHMENTS:

[Attachment 'A' Agreement between City of Dinuba and Dinuba Unified School District](#)

Dinuba Unified School District Nutrition Service Department

City of Dinuba
Senior Citizen Meals
2020-2021

This Agreement is by and between the Dinuba Unified School District Nutrition Service Department, hereinafter “SUPERINTENDENT” and The City of Dinuba/Senior Citizens, hereinafter “CONTRACTOR.” The purpose of this Agreement is to establish a cooperative agreement between the SUPERINTENDENT and CONTRACTOR to develop a nutritional program that promotes healthy eating and meal consumption with the Senior Citizens program of the City of Dinuba During the year of 2020-2021.

The City and District agree to the following description and conditions for the joint preparation, packaging and delivery of the *City of Dinuba Senior Citizens meal program*.

Financing – The cost of the meal program will be financed using funding from the City of Dinuba General Fund revenues.

Scope of Project – The preparation, packaging, and delivery of the meals will be carried out by the Dinuba Unified School District. The initial cost to the City of \$5.50 per meal for up to 100 meals has been approved by the City Council and set aside in the City’s budget. This contract would begin July 1, 2020.

The District has consulted with the City of Dinuba regarding the nutritional requirements for senior meals and the proposed menus, as well as the packaging, delivery and storage of the meals.

Activities/Program - The City agrees to provide the necessary equipment to store the prepared meals as well as personnel to sell and distribute the meals two days per week, excluding school holidays but including summer vacation.

The School District agrees to supply personnel to prepare, package and deliver up to 100 nutritionally balanced, senior appropriate meals two days per week, excluding school holidays but including summer vacation.

Scheduling – The scheduling for the respective dates of service of the senior meal program will be determined in advance with input from the City of Dinuba. This agreement will be made prior to the start of the program with both parties agreeing that changes to the number of meals served per day or the number of days per week may occur throughout the year dependant upon participation of the senior citizens.

Disputes and Differences – In the event any dispute or difference arises as a result of the City’s or District’s joint venture in this program, efforts to settle the dispute or difference shall be handled at the lowest level possible within organizational policies and guidelines. The MOU can be cancelled with written notice at anytime by either party with a 30 day notice. The meal program MOU will expire on June 30, 2018. The program will be reviewed by both parties. The MOU can be renewed by mutual agreement.

Indemnification:

SUPERINTENDENT agrees to hold harmless, indemnify, and defend CONTRACTOR and its officers, agents, employees, and trustee boards, from any and all claims, damages, losses, causes of action, and demands, including reasonable attorney's fees, accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR agrees to hold harmless, indemnify, and defend DUSD and its officers, agents, employees, and trustee boards, from any and all claims, damages, losses, causes of action, and demands, including reasonable attorney's fees, accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement.

The parties agree as to the specifics of this Agreement:

Dinuba Unified School District

Dr. Joe Hernandez, Superintendent

Date

CONTRACTOR

City Manager

Date

School District



City Council Staff Report

Department: PUBLIC WORKS

July 14, 2020

To: Mayor and City Council
From: Ismael Hernandez, Public Works Director
By: George Avila Business Manager
Subject: Resolution No. 2020-44 Approving an Application for Funding for the 2019-2020 Community Development Block Grant (CDBG) Funding Cycle (IH)

RECOMMENDATION

Council adopt Resolution No. 2020-44 approving an application for funding and the execution of a grant agreement and any amendments for the 2019-2020 funding cycle for the Community Development Block Grant (CDBG) Program in the amount of \$3,499,000.

EXECUTIVE SUMMARY

The City Council approved an application for funding for the 2019-2020 Community Development Block Grant (CDBG) Program on February 11, 2020 for the North Dinuba Improvement Project. The City's application is in the final stages of review, however, the state has requested that the City separate the grant application into two - one for the street work and one for the sewer work. This separation necessitates that the Council adopt an amendment resolution. The original Resolution No. 2020-11 will be replaced by Resolution No. 2020-44 to reflect changes requested by the State's Department of Housing and Community Development (HCD).

OUTSTANDING ISSUES

None.

DISCUSSION

On January 21, 2020 the California Department of Housing and Community Development (HCD) announced the availability of approximately \$60 million in Community Development Block Grant (CDBG) Program funds. This funding can be used for a variety of purposes including the construction of public facilities, infrastructure, public services, housing, and economic development.

The City Council discussed potential projects on September 10, 2019, and held a public hearing on January 14, 2020 to solicit input from the public before an application was submitted. At a subsequent meeting held on February 11, 2020 the City Council adopted Resolution No. 2020-11 approving the submittal of an application for the North Dinuba Improvements Projects in the amount of \$3,499,000. The scope of this project includes extending sewer to the Griggs Neighborhood and the mobile home park located on north Alta Avenue, as well as full street reconstruction of Griggs Avenue including curb, gutter, sidewalks, street lights and storm drain improvements.

Staff has been working closely with representatives from the State Department of Housing and Community Development (HCD) on the application for this grant funding. HCD recently requested that the City amend its original resolution to reflect two separate improvement types (or activities), as follows:

Sewer Project	\$ 907,805
Street Project	\$2,591,195

Resolution No. 2020-44 attached herein as "Attachment A" splits the application as recommended by HCD. The scope and application amount remain unchanged. The City was advised that grant awards are anticipated before the end of the month.

FISCAL IMPACT

There is no fiscal impact associated with the recommended action.

PUBLIC HEARING

None.

ATTACHMENTS:

[A. Resolution Number 2020-44](#)

RESOLUTION NUMBER 2020-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2019-2020 FUNDING YEAR OF THE STATE CDBG PROGRAM

BE IT RESOLVED by the **City Council** of the **City of Dinuba** as follows:

SECTION 1:

The City Council has reviewed and hereby approves the submission to the State of California of one or more application(s) in the aggregate amount, not to exceed, of \$3,500,000 for the following CDBG activities, pursuant to the January 2020 CDBG NOFA:

List activities and amounts

North Dinuba Improvements – Sewer Project (03J)	\$ 907,805
North Dinuba Improvements – Street Project (03K)	\$2,591,195

SECTION 2:

The City acknowledges compliance with all state and federal public participation requirements in the development of its application(s).

SECTION 3:

The City hereby authorizes and directs the City Manager, or designee*, to execute and deliver all applications and act on the City's behalf in all matters pertaining to all such applications.

SECTION 4:

If an application is approved, the City Manager, or designee*, is authorized to enter into, execute and deliver the grant agreement (*i.e.*, Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

SECTION 5:

If an application is approved, the City Manager, or designee, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

PASSED AND ADOPTED at a regular meeting of the **City Council** of the **City of Dinuba** held on July 14, 2020 by the following vote:

AYES: _____
ABSENT: _____

NOES: _____
ABSTAIN: _____

Mayor
City of Dinuba

STATE OF CALIFORNIA
City _____

I, _____, City Clerk of the City of _____, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said City Council on this ____ day of _____, 20____.

Linda Barkley, City Clerk of the City of _____, State of California

By: _____
Name and Title



City Council Staff Report

Department: CITY MANAGER'S OFFICE

July 14, 2020

To: Mayor and City Council
From: Linda Barkley, City Clerk
Subject: Kiwanis Club of Dinuba Request for Donation to Purchase US Flags (LB)

RECOMMENDATION

Council to consider a request for donation in the amount of \$1,994.20 by the Kiwanis Club of Dinuba for the purchase of replacement flags for the downtown area.

EXECUTIVE SUMMARY

The Kiwanis Club of Dinuba submitted a request for a donation to purchase replacement flags for those deteriorated US flags in the downtown area.

OUTSTANDING ISSUES

None.

DISCUSSION

The Kiwanis Club of Dinuba submitted a request for donation to purchase replacement flags for the US flags placed in the downtown area during a number of holidays and special occasions. The current flags have become deteriorated and are in poor condition. The Kiwanis Club has a long history of placing the flags in the downtown to bring the spirit of patriotism to the downtown for the residents of our community. The locations of the installation are along east and west Tulare Street; north and south K Street; and north and south L Street with a total number of 97 poles/locations.

Enclosed is the letter from the Kiwanis Club of Dinuba, the quote for the flags and information as to the flag installation location and days the flags are flown (Attachment "A"). The Kiwanis Club has not been able to fundraise in order to purchase the flags due to the current pandemic situation and therefore requests the donation amount in order to purchase the flags.

FISCAL IMPACT

The donation amount of \$1,994.20 will be borne out of the Community Grants/Miscellaneous fund.

PUBLIC HEARING

None required.

ATTACHMENTS:

[A. Kiwanis Club of Dinuba Request for Donation](#)

ATTACHMENT "A"

Ramon Rivera
1960 Golden Way
Dinuba, CA 93618

June 26, 2020

Dear Dinuba City Council members,

I am writing this letter on behalf of the Kiwanis Club of Dinuba to respectfully ask for sponsorship for the purchase of new flags that we proudly set in downtown Dinuba every major Holiday. Our flags have deteriorated and need replacement.

Kiwanis has proudly been setting up the Flags in our downtown for many years. This bring the Patriotism spirit to our Downtown and residents of our community. Due to the pandemic, our club has been unable to work on fundraising projects.

Attached you will find two documents. The Kiwanis Flag Info document describes the location and number of flags we set, the days/time set them up, and location where we store them. The second file is the quote for the cost to replace the current flags.

Please contact me if you have any questions.

We thank you in advance.

Sincerely,

A handwritten signature in blue ink that reads "Ramon Rivera". The signature is fluid and cursive, with a small loop at the end of the last name.

Ramon Rivera
Dinuba Kiwanis Past-President
(559) 260-0358
it.rivera@outlook.com



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www.carrot-top.com

Quote To

KIWANIA CLUB OF DINUBA
1782 N HOPE AVE
REEDLEY CA 93654-2004
US

Quote

Date	Page	Number
06/10/2020	1	Q44016

Ship To

Attn: GLENN SURABIAN
KIWANIA CLUB OF DINUBA
1782 N HOPE AVE
REEDLEY CA 93654-2004
US

Account	Quoted	Expiration	Telephone	CSR Agent	Terms of Sale	Ship Via
2641935	06/10/20	08/09/20	559.318.6066	Milly	NET 30	FEDEX GROUND CO
Item #	Description	UM	QOR	Price	Amount	
AA130	3X5' NYLON US FLAG	EA	107	17.750	1899.25	

Comments: ****ON BACK ORDER UNTIL THE END OF JUNE.****
DELIVERY TIME IS 5-7 BUSINESS DAYS FROM ORDER
DATE.
MUST ORDER QUANTITY LISTED TO RECEIVE PRICES
QUOTED.

Merchandise	Shipping	Add Charge	Other	Other Charge	Tax	Invoice Total
1899.25	94.95	0.00	0.00	0.00	0.00	1994.20

Thank you for your interest in our products and
service. To accept quote, sign below and return by
email or fax.

X _____

June 26, 2020

Flag installation location “inventory”

Tulare Street

East – 34 poles

West – 25 poles

K Street

North – 8 poles

South – 8 poles

L Street

North – 11 poles

South – 11 poles

Total Locations/Poles – 97

Days which we fly the Flags

New Year's Day	January 1
Martin Luther King's Birthday	January 18
Inauguration Day	Every four years
Lincoln's Birthday	February 12
President's Day	February 15
Washington's Birthday	3 rd Monday in February
Cinco de Mayo Festival/Parade	First Weekend in May
Memorial Day	Last Monday in May
Flag Day	June 14
Independence Day	July 4
Labor Day	First Monday in September
Patriot Day (9-1-1 Remembrance)	September 11
Raisin Day	Last Full Weekend in September
Columbus Day	October 12
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25
Plus, any days designated by the President, Governor or City Council	

It is our practice to put the flags up at 6:00 am the working day prior to the holiday/event and take them down at 6:00 am the working day following the holiday/event. For the Cinco de Mayo and Raisin Day events flags are flown on the parade route only.

The flags are stored in the “Civil Defense” building in the alley ½ block due east of the Fire Station adjacent to the old City of Dinuba Corporation Yard.



City Council Staff Report

Department: ENGINEER/PLANNING

July 14, 2020

To: Mayor and City Council
From: Jason Watts, City Engineer
Subject: Notice of Completion - Granular Activated Carbon Exchange for Well No. 14 (JW)

RECOMMENDATION

Council to accept the Granular Activated Carbon Exchange for Well No. 14 Project as complete and authorize the City Engineer to file a Notice of Completion with the Tulare County Recorder's Office.

EXECUTIVE SUMMARY

On August 14, 2018, the City Council pre-authorized award of the Granular Activated Carbon Exchange for Well No. 14 Project to the lowest responsible bidder, who was Calgon Carbon Corporation, in the amount of \$137,099.00. The project was completed on March 25, 2020. The project contained four change orders that totaled \$295,527.04 due to unanticipated vessel repairs, the replacement of the nitrate and chlorine analyzer's, and other various repairs that were necessary in order for Well No. 14 to be back online.

OUTSTANDING ISSUES

None.

DISCUSSION

Well No. 14 is located west of Alta Avenue and north of Kamm Avenue. The City is required to treat water pumped from this well due to 3-trichloropropane (TCP) levels exceeding the maximum contaminant level (MCL) permitted by the State Drinking Water regulations. Well No. 14 has been offline since April 2018, when the TCP levels exceeded the MCL.

Well No. 14 is equipped with Granular Activated Carbon (GAC) treatment vessels that were installed in 1995 to absorb the chemical dibromochloropropane (DBCP) from the drinking water. The DBCP level in this well has dropped below the MCL so the water does not have to be treated for DBCP.

The City received a financial settlement from the chemical companies, Dow Chemical and Shell Oil, that produced the soil fumigant containing DBCP that was applied to the ground to kill pests that attacked the roots of fruit trees. The proceeds from this settlement were used to construct the four treatment vessels and install the GAC in the vessels.

The project contained three items that resulted in the significant change order total cost and project delays. The first item was the repair of the GAC vessels. This item could not have been appropriately quantified during the bidding phase due to the failed granular activated carbon within the vessels. A proper inspection could not be performed until the carbon was removed. The second item was the removal and replacement of the chlorine and nitrate analyzer's. In order for the City to keep up with the constantly evolving requirements from the State and to have the analyzer's work with the City's current XIO monitoring system, the removal and replacement of the City's existing chlorine and nitrate analyzer's was required. The third item consisted of supplemental repairs to Well No. 14. This item was taken to City Council on November 12, 2019 and was subsequently approved. All of these unforeseen repairs caused significant delays to the project, but now that all of these underlying repairs have been completed, Well No. 14 has passed all State water testing requirements and is currently online.

The final inspections of the project were performed by the Public Improvements Inspector on March 25, 2020 and confirmed that the work was completed consistent with the approved plans and specifications. Pursuant to industry

standards a 5% contract retention was withheld on all invoices received. Payment of this retention will be released 35 days after the Notice of Completion (Attachment 'A') is recorded with the Tulare County Recorder's office.

FISCAL IMPACT

There is no cost associated with filing the Notice of Completion. The project was funded with Water Operating Fund 230.

PUBLIC HEARING

None.

ATTACHMENTS:

[A. Notice of Completion](#)

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 25th of March 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 Calgon Carbon Corporation. The surety is Western Surety Company 151 N. Franklin Street Chicago, IL 60606.

4. That the real property or public works or structure is described as follows:

**City of Dinuba
Granular Activated Carbon Exchange for Well No. 14**

The project consisted of a granular activated carbon exchange in (4) four vessels at Well No. 14

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: FINANCE SERVICES

July 14, 2020

To: Mayor and City Council
From: Margarita Moreno, Administrative Services Director
By: Maria Alaniz, Human Resources Manager
Subject: Resolution No. 2020-41 Approving the Memorandum of Understanding with the Dinuba Employees' Association (MM)

RECOMMENDATION

Council adopt Resolution No. 2020-41 approving the Memorandum of Understanding with the Dinuba Employees' Association.

EXECUTIVE SUMMARY

The City and Dinuba Employees' Association concluded negotiations on a new Memorandum of Understanding (MOU) for the term of July 1, 2020 through June 30, 2021. The Association signed the new agreement on July 7, 2020. The MOU is presented to the City Council for formal approval.

OUTSTANDING ISSUES

None.

DISCUSSION

The City's negotiating team held several meet and confer sessions with the Employees' Association regarding a new Memorandum of Understanding. The existing MOU expired on June 30, 2018. All terms and conditions of the MOU remain in effect until a new MOU is entered into.

The Employees' Association agreed to the terms of a new MOU. The Employees' Association signed the MOU on July 7, 2020. The MOU is for the term of one year effective July 1, 2020 to June 30, 2021. A full copy of the MOU is enclosed herein as Exhibit 'A', and the main provision are summarized as follows:

- One year term (July 1, 2020 through June 30, 2021)
- One-time retention stipend of \$1,000 per employee
- Increased maximum accrual from 160 hrs. to 200 hrs. with hard cap
- Boot Allowance - additional \$150 for second pair of boots
- Minor verbiage changes

The City Council is being asked to adopt Resolution No. 2020-41 enclosed herein as Attachment 'A' approving the MOU and authorizing the City Mayor to execute the agreement.

FISCAL IMPACT

The annual cost of the agreement is approximately \$43,300.

PUBLIC HEARING

None.

ATTACHMENTS:

[A: Resolution No. 2020-41](#)

[Exhibit 'A' Dinuba Employees' Association Memorandum of Understanding](#)

RESOLUTION No. 2020-41

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DINUBA,
APPROVING A MEET AND CONFER AGREEMENT TO THE MEMORANDUM OF UNDERSTANDING
WITH THE DINUBA EMPLOYEES' ASSOCIATION**

WHEREAS, negotiations have concluded between the City of Dinuba and the Dinuba Employees' Association;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Dinuba, California, as follows:

1. The proposed agreement to the Memorandum of Understanding between the City of Dinuba and the Dinuba Employees' Association is hereby approved.
2. The said memorandum is appended hereto as Exhibit "A", and is hereby incorporated herein by reference as set forth.
3. All provisions of prior Memorandum of Understanding, resolutions and ordinances not amended by said Meet and Confer Agreement (Exhibit "A") shall remain in full force and effect.
4. It is hereby directed that all changes provided by said Meet and Confer Agreement (Exhibit "A") shall be carried out and is effective herewith in the manner provided therein.

THEREFORE BE IT RESOLVED that this resolution is adopted and approved by the City Council of the City of Dinuba on this 14th day of July 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

Exhibit 'A'

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DINUBA
AND THE DINUBA CITY EMPLOYEES' ASSOCIATION**

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I. AGREEMENT

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DINUBA AND THE DINUBA CITY EMPLOYEE'S ASSOCIATION.

This Memorandum of Understanding, hereinafter referred to as the "Understanding" is made and entered into at Dinuba, California, this 14th day of July, by and between the City of Dinuba, hereinafter referred to as the "City" and the Dinuba City Employees' Association, hereinafter referred to as "Association" for and on behalf of the employees in the Association.

The provisions of this understanding shall be subordinate to any present or subsequent Federal or State Law. The term of this Understanding is from July 1, 2020 or ratification, whichever is later, to June 30, 2021.

PURPOSE: The purpose of this Understanding is to promote and provide harmonious relations, cooperation and understanding between the City and its employees covered herein and to set forth the full understandings reached as a result of meeting and conferring on hours, wages and working conditions in accordance with State law and City ordinances, rules and regulations.

SCOPE: This Understanding sets forth the full and entire Understanding of the City and the Association.

SEVERABILITY: Should any part of this Understanding be rendered or declared illegal or invalid by legislation or decree of a court of competent jurisdiction, this invalidation shall not affect the remaining portions of the Understanding.

MODIFICATION: Any agreement, alteration, understanding, variation, waiver or modification affecting any of the terms or provisions contained in this Understanding shall not be binding upon the City or the Association unless made and executed in writing by the City and the Association and, if required, approved by the City Council.

MUTUAL RESPONSIBILITY: The City and the Association recognize their mutual responsibility to provide the citizens those municipal services deemed appropriate by the City.

CITY RIGHTS: The City reserves, retains and is vested with, solely and exclusively, all rights which have not been expressly provided to the Association by specific provisions of this Understanding including but not limited to:

- 1) The nature and extent of services performed;
- 2) The employee's work weeks, shift plans and work hours;
- 3) The methods, means and personnel by which the City's operations are to be conducted; and
- 4) Such other decisions as may be necessary to organize and operate the City in the most efficient manner as determined by the City.

EMPLOYEE RIGHTS AND ASSOCIATION RIGHTS: The City recognizes the Association as the exclusive representative of Classified employees. The City shall meet and confer with the Association on matters of pay, hours, and working conditions in accordance with State law and City policies, rules and regulations.

The City will designate a space within an employee work or break area for the Association to place a bulletin board. The Association will be responsible for the cost and maintenance of the bulletin board. The Association will remove inflammatory, slanderous, or otherwise inappropriate materials from the bulletin board.

The City shall notify the Association, in writing, of all new hires within ten (10) days after the initial hire date. The information provided shall contain name, job title, department, work location, work, home, and personal cellular phone numbers, personal email on file with the City and home address. Notwithstanding the foregoing, City shall not disclose the home phone number and/or home address of any employee who submits a written request that such information remain private.

The City shall provide to the Association a list of all previously stated information for all bargaining unit members at least once every 120 days, with the exception of the home address and home phone of those employees who have requested in writing that their home address and home phone remain private.

When a new employee orientation/on boarding is scheduled, the Association will receive an invitation to such at least ten (10) days in advance of the scheduled date of orientation/on boarding, unless there is an unforeseeable urgent need requiring a shorter notice period, pursuant to California Government Code section 3556. City will allow the Association to meet with new employees hired into the bargaining unit for a reasonable amount of time during the employee orientation. An Association representative may be provided paid release time to attend the orientation so long as the release time will not create an operational/staffing issue and the paid release time will not result in overtime. In lieu of this meeting, the new employee orientation may take place with an Association representative at the department during a reasonable time period, on or about the new employee's date of hire.

Payment of dues or fees shall be by payroll deduction, after the City receives written authorization from the Association to make these deductions. The City will deduct the appropriate dues or fees as established and as may be changed from time to time by the Association, from the employee's pay and will remit such dues or fees to the Association.

Payroll deductions for new members authorizing dues deduction will become effective the first day of the pay period following the City's receipt of notice from the Association, or as soon thereafter as is practical. Payroll deductions will cease or be modified upon receipt of written certification from the Association that the employee has revoked or modified the deduction authorization for dues or fees. Revocations or modifications of authorizations will become effective the first day of the pay period following the City's receipt of notice from the Association, or as soon thereafter as is practical.

The Association agrees to maintain files containing authorization for dues deduction on behalf of employees, and to promptly provide proof of same, upon request of the City should a dispute over employee dues deduction arise. In accordance with Government Code 1157.12, the Association agrees to hold the City harmless from all claims, demands, suits or other forms of liability that may arise against City for or on account of any deduction made from the wages of such employees pursuant to this MOU

Employees shall be free to participate in Association activities without interference, intimidation or discrimination in accordance with State law and City policies, rules and regulations.

ASSOCIATION MEETINGS: During the Meet & Confer Process, the City will allow two (2) one hour (1 hour) Association Meetings during working hours.

QUARTERLY MEETINGS: The City agrees to meet with representatives of the Dinuba City Employees' Association on a quarterly basis to facilitate and foster a better line of communication.

POLICIES AND PRACTICES: The Personnel Policies and Practices, as they exist now or as they may be amended through the meet and confer process, shall be applicable to employees unless superseded by any provisions of this Understanding

II. INSURANCE

HEALTH INSURANCE: The City shall provide each employee a description of the current health insurance plan.

The City reserves the right to supply similar insurance benefits at the least costly method. In the event that the City should seek to change either the medical or dental insurance carriers, a representative of the Association will be placed on the committee to survey and make recommendations to the City Manager.

Each employee shall contribute towards the premiums of the health insurance. For fiscal year 2020 to 2021 the employee monthly contribution is \$71.65. Employee contributions are provided to employees each year based on the plan. The contribution shall increase each year by the CPI (based on Consumer Price Index, All Urban Consumers, U.S. City Average, December to December). Employee contributions may be made on a pre-taxable basis.). Because the amounts of the contributions change from year to year, the City shall provide employees with an updated cost of the premiums during open enrollment.

In the event that the City makes available alternate medical insurance plans, employees may elect to enroll into one of those plans during open enrollment period. Employees will then be required to pay the employee portion of the premium, if any, that is specified at the time for that particular coverage.

DENTAL/VISION: Commencing July 1, 2006, the employee will bear the cost above \$100.00. The City shall provide each employee description of the current dental and vision insurance plans.

LIFE INSURANCE: The City shall provide term life insurance at least equal to the current policy in the amount equal to \$1,000 for every \$1,000 (or fraction) of annual salary; the City shall also provide coverage of accidental death or dismemberment benefits. \

SHORT-TERM DISABILITY: The City shall provide employees with short-term disability at least equivalent to the current policy of up to 60% of employee's weekly earnings with a 60 day waiting period.

LONG-TERM DISABILITY: The City shall provide employees with long-term disability at least equivalent to the current policy of up to 60% of employee's monthly earnings with a 180 day waiting period.

STATE DISABILITY INSURANCE: The Association elects to participate in the State Disability Insurance (SDI) Program for disability insurance with all costs associated with the program borne solely by the employee. SDI is administered by the State of California Employment Development.

ADDITIONAL LIFE INSURANCE: The City shall deduct premium costs from employees' paychecks for additional life insurance in amounts and for plans that have been approved by the City at the employee's request.

UNEMPLOYMENT INSURANCE: The City pays the cost of Unemployment Insurance to provide employees a weekly income when out of work through no fault of the employee (layoff).

INDUSTRIAL INJURY OR ILLNESS: Industrial injury or illness benefits shall be payable in situations where employee's absence is due to industrial injury or illness as provided in California Worker's Compensation Law and City policies.

RETIREE HEALTH INSURANCE/MEDICARE SUPPLEMENT: Employees retiring from the City with at least 15 years of continuous full-time service to the City of Dinuba shall have 75% of their City employee medical/prescription plan premium, including dependent coverage, paid by the City. See details under "Forfeiture of Sick Leave" section.

City pays 100% for retirees for the City of Dinuba's approved Medicare Supplement plan. Retiree must have at least 15 years of continuous full-time service to the City and have maintained continuous coverage under the City of Dinuba's health insurance plan.

The City to discontinue city-paid contributions toward Retiree Health Insurance and the Medicare Supplement for full-time employees hired on or after 7/1/13. Employees hired on or after 7/1/13, upon retirement, may continue insurance benefits subject to the provisions in the Employees' Association Memorandum of Understanding, Forfeiture of Sick Leave (a).

III. RETIREMENT

Employees shall be provided retirement benefits under the California Public Employees Retirement Systems (PERS). The retirement formula is 2% @ 55 for “Classic” employees for existing PERS members as of December 31, 2012.

Classic (not new to the CalPERS system on or after 1/1/13) employees shall contribute 6% towards PERS retirement contributions.

Under Public Employees’ Pension Reform Act (PEPRA), for “new members” on or after January 1, 2013, the retirement formula will be 2% @ 62. “New members” will pay the Employee Contribution as determined by CalPERS.

Specific details regarding these retirement plans are available to employees from either the Payroll or Human Resources Departments. The City shall provide each employee with a description of the retirement plan.

IV. SICK LEAVE

STATEMENT OF POLICY: Sick leave shall not be considered as a privilege which an employee may use at his/her own discretion, but shall be granted only for bona fide necessity as defined herein.

ELIGIBILITY OF SICK LEAVE:

- a) All regular and probationary full-time employees upon completion of 30 calendar days of continuous service shall be eligible for sick leave with pay.
- b) Employees accrue sick leave from the first day of employment and may use sick leave as it accrues in accordance with City policy.
- c) Temporary or part-time employees shall not be eligible for sick leave with pay, under this policy. Please see the Paid Family Leave.

ACCRUAL OF SICK LEAVE: Sick leave shall be accrued and credited biweekly from the first day of employment by all regular full-time employees who are on a pay status. Sick leave shall accrue at the rate of four (4) hours per pay period (based on 26 pay periods/year).

ACCUMULATION OF SICK LEAVE: Sick leave may be accumulated by all full-time employees for an unlimited number of days.

SICK LEAVE INCENTIVE: In addition to current accrual rates (13 days annually), June 30 of each year, if the sick leave balance is at a certain level, then additional hours of leave will be added on July 1. Eligibility is renewed each year; the additional days are not granted if the leave balance falls below the incentive level.

Sick leave accrual balances of 500 hours as of June 30 shall have 16 hours added to the balances on July 1.

Sick leave accrual balances of 1,000 hours as of June 30 shall have 32 hours added to the balances on July 1.

HOLIDAYS WITHIN SICK LEAVE: Observed holidays occurring during sick leave shall not be counted as a day of sick leave.

DEPLETION OF SICK LEAVE: If the employee is unable to return to work at the end of this period, he/she must request further medical leave which will be subject to approval by the City Manager. If further leave is granted, the employee must notify the City of his/her intent to return to work every 30 days. If further leave is not granted, the employee's service with the City shall be considered terminated. Refer to Leave of Absence without Pay.

Disability retirement from City service shall be subject to the terms and conditions of the City's retirement system.

FORFEITURE OF SICK LEAVE: Employees leaving City service shall forfeit all accumulated sick leave except:

- a) Upon retirement, an employee may choose to be paid for up to 60 days of accumulated sick leave at employee's rate of pay at retirement; or to cash in total sick leave accumulation at employee's rate of pay at retirement and put the money in trust with the City to be used to pay medical and dental insurance premiums (at City's rate) until retiree becomes entitled to Medicare.

If amount is exceeded before entitlement to Medicare, retiree has the option of paying the premiums to the City for insurance coverage or dropping coverage. If money in the employee's trust account is not depleted prior to entitlement to Medicare, the money shall be removed from the trust account and revert back to City use.

- b) An employee with a minimum of five years of continuous service shall be entitled to 50% of up to 60 days of accumulated sick leave with a maximum of 30 paid days at employee's current rate of pay.

ILLNESS WHILE ON VACATION: An employee who becomes ill while on vacation may have such period of illness charged to his/her accumulated sick leave instead of to vacation provided that:

- a) Immediately upon return to duty, the employee submits to the Department Director a written request for sick leave and a written statement signed by the employee's physician stating the nature and dates of the illness;
- b) The Department Director recommends and the Human Resources Manager/City Manager approves the granting of such leave.

DEDUCTION OF SICK LEAVE: Sick leave shall be deducted at the rate of one hour sick leave for each hour absent; less than one hour used will be charged as one full hour. After one full hour off, time in less than one-half hour increments will be charged to the next hour.

MEDICAL CERTIFICATION: An employee who is absent longer than five work-days may require a medical certification. A medical certification may be required regardless of length of absence at the request of Human Resources if sick use abuse is suspected.

USAGE OF SICK LEAVE: Sick leave may be used as needed and approved, to the point of depletion, at which time the employee will no longer receive pay for sick leave. Sick leave may be taken for:

- a) The employee's own diagnosis, care, or treatment of an existing health condition or preventive care
- b) The diagnoses, care or treatment of an existing health condition or preventive care for an employee's family member including:
 - Child (including a biological, adopted, or foster care child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)
 - Spouse or Registered Domestic Partner
 - Parent (including biological, adopted, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or register domestic partner, or a person who stood in loco parentis when the employee was a minor child.)
 - Grandparent
 - Grandchild
 - Sibling.
- c) To obtain relief or services related to being a victim of domestic violence, sexual assault, or stalking;
- d) Death of a member of employee's family listed above, or close relative (leaves should not exceed five working-days for any one death).

V. VACATION LEAVE

VACATION ACCRUAL: Each full-time regular and probationary employee shall accrue and have vested vacation leave with pay as follows:

1-5 years service	3.08 hours biweekly	10 days/year
6-10 years service	4.62 hours biweekly	15 days/year
11-15 years service	5.23 hours biweekly	17 days/year
16+ years service	6.15 hours biweekly	20 days/year

Vacation time accrues from the date of hire at biweekly rates consistent with the above schedule.

USE OF VACATION: Vacation time may be taken in increments of one-hour when approved by the Department Director.

SCHEDULING OF VACATION: Vacation scheduling shall be done departmental with regard to the employee's desires and needs, however, vacations shall be scheduled and approved by the Department Director so as to not interfere seriously with or impair departmental efficiency. Seniority will be considered should there be a conflict of dates within the department.

HOLIDAYS WITHIN VACATION LEAVE: If a holiday falls within a scheduled vacation period, vacation hours will not be charged against employee.

ILLNESS WITHIN VACATION LEAVE: Employees who become ill or injured during annual vacation leave may have such periods of illness charged to his/her accumulated sick leave instead of vacation provided the requirements are met as stated in the "Sick Leave" rule.

MAXIMUM ACCRUAL OF VACATION: Vacation time shall not exceed an accumulated amount of two hundred (200) hours.

VACATION BUY BACK: On a fiscal year, July through June, employees may cash out vacation leave time provided the following conditions are met:

- a) Accumulated vacation time shall be in excess of 120 hours;
- b) Cash-out shall be at a ratio of one week vacation (five consecutive working days) per one week vacation cash-out, up to two weeks per year;
- c) Requests for vacation cash-out shall be approved by the Department Director no later than two weeks before the start of the vacation leave;
- d) Requests for vacation cash-out checks shall be made in writing by the Department Director and forwarded to the Finance Director no later than two weeks before the start of the approved vacation leave.

VACATION & LEAVES OF ABSENCE: No personal leave of absence without pay for more than one day shall be granted as long as the employee has accumulated vacation.

PAYMENT FOR VACATION LEAVE UPON SEPARATION: Employees who terminate or retire shall be paid for any accrued vacation at the employee's current rate of pay.

VACATION DONATION POLICY: This policy provides a procedure for employees to donate vacation time to another employee within the Association in accordance with the Vacation Donation Policy. Refer to Vacation Donation Policy #2000-03. The City reserves the right to modify the policy as required and upon discussion with the Association.

VI. HOLIDAYS

The following holidays are to be recognized by the City:

- a) Independence Day (July 4)
- b) Labor Day (First Monday in September)
- c) Veteran's Day (November 11)
- d) Thanksgiving Day (Fourth Thursday in November)
- e) Day after Thanksgiving
- f) Christmas Eve
- g) Christmas Day
- h) New Year's Day
- i) Martin Luther King (Third Monday in January)
- j) President's Day (Third Monday in February)
- k) Memorial Day (Last Monday in May)
- l) Two floating holidays to be accrued on July 1 and used before June 30 of the following year.

If any of the foregoing holidays fall on a Saturday, the preceding Friday shall be observed as a holiday. If any of the foregoing holidays fall on a Sunday, the Monday following shall be observed as a holiday.

To earn holiday pay, an employee must be on paid status the work day before and after the holiday.

Employees may choose to take floating holidays at any time during the fiscal year subject to departmental approval. These holidays do not accumulate beyond a fiscal year and must be taken as actual time off.

Employees hired after July 1 shall receive credit for floating holidays on a pro-rated basis.

VII. LEAVES WITH PAY

All employees shall be granted leaves of absence with pay for the following:

JURY DUTY: Employees required to report for jury duty shall be granted a leave of absence with pay from their assigned duties until released by the court, provided the employee remits to the City all fees received for such duties other than employee's expenses and mileage within 30 calendar days from termination of the jury service.

SUBPOENAS: Employees who are subpoenaed to appear as witness in behalf of the City shall be granted leaves of absence with pay from their assigned duties until released. The employee shall remit all fees received for such appearances to the City within 30 calendar days from the termination of his/her service (employee's expenses and mileage are not considered fees).

COURT APPEARANCES: Employees who must appear in court resulting from their official duties shall be granted leaves of absence with pay from their assigned duties until released by the court.

MILITARY: Refer to the Military Leave Policy #96-05.

VIII. LEAVES OF ABSENCE WITHOUT PAY

Leaves of absence without pay may be granted in case of emergency or need, or where such absence would not be contrary to the best interests of the City. Such leaves should be regarded as a privilege and not a right. There should also be the expectation that the employee will return to City employment at the expiration of such leave. For leaves that qualify for protected leave status (Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), Pregnancy Disability Leave (PDL), etc.), employees must exhaust all available accrued leave before requesting leave without pay.

PROCEDURE TO REQUEST LEAVE OF ABSENCE:

- 1) Employee shall submit a written request for leave to his/her Department Director;
- 2) Department Director shall make a recommendation on granting the leave to the City Manager;
- 3) Requested leaves of less than 30 working-days may be approved in writing by the Department Director; requested leaves of 30 or more working-days must have City Manager's approval and in no case shall a unpaid leave of absence exceed six (6) months.

LEAVE OF ABSENCE LESS THAN 30 WORKING-DAYS: When a leave of absence is less than 30 working-days, there is no adjustment to employee's benefits, seniority or anniversary date.

LEAVE OF ABSENCE 30 WORKING-DAYS OR MORE: An employee on a leave of absence of 30 or more working-days:

- 1) Ceases to accrue sick leave and vacation time on the 30th day;
- 2) Loses all insurance benefits beginning on the first day of the next month after the month in which the 30th day falls. The employee may keep the policy in force by paying the City for the cost of the insurance premium;
- 3) Shall have his/her seniority status adjusted to allow for the time over 30 days spent on leave;
- 4) Shall have his/her anniversary date set back by the number of days spent on leave from the 30th day;
- 5) Shall not have such leave considered as a "break in service" in regard to continuous service for pay off of sick leave Upon separation from City service;
- 6) In no case shall a leave of absence exceed six (6) calendar months, unless otherwise required by law.

RETURNING TO WORK AFTER LEAVE OF ABSENCE: Upon expiration of a regularly approved leave of absence or within a reasonable period of time after notice to return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration or within five (5) working-days after notice to return to duty shall be cause for discharge. The depositing in the United States mail of a first class letter, postage paid, addressed to the employee's last known place of address shall be reasonable notice of termination.

IX. EDUCATIONAL ASSISTANCE

A voluntary vocational training program is available to all employees and is designed to give employees incentive to improve skills within the job classification held and to improve work performance. Regular full-time employees are eligible for class(es) or course(s) that are work related and/or working towards a degree from an accredited school.

TUITION REIMBURSEMENT: Prior to registration of course(s), the class(es) or course(s) must be approved in writing by the Department Director and City Manager or designee to qualify for this benefit.

The City will issue the allowance in two (2) payments; 1st payment at the time of registration and the 2nd payment after proof of satisfactory completion of course(s) from an accredited school. The 1st payment may be requested in the amount of \$60.00 or the estimated expenses of tuition and books, whichever is less, and must be approved by the Department Director and City Manager or Designee. The advancement will be paid back by employee or deducted through a payroll deduction set by the City if for some reason the employee is unable to attend the classes or if canceled. An expense report will be turned in along with receipts to justify actual expenses to a maximum amount of \$1,000/fiscal year.

Classes required by the City shall be paid for by the City.

X. OVERTIME

POLICY: It is the policy of the City that overtime work be kept to the minimum consistent with protection of life, property and the efficient operation of the departments and activities of the City. No employee will be scheduled for or paid overtime as a means of increasing his/her earnings above the limits imposed by the approved salary range of the employee's position, nor shall the employees of a department be scheduled for overtime on a continuing basis. The basis of overtime is to provide a means of meeting occasional emergencies on a temporary basis without hiring additional employees.

Overtime shall be approved in advance by the Department Director.

OVERTIME COMPENSATION: Compensation for overtime earned shall be paid at a rate of time and one-half for each period of overtime except where compensatory time off is granted in accordance with current laws. Overtime compensation shall be at time and one-half for paid status time over 40 hours each work week. (Paid status includes all paid leaves.)

Employees on a standard work week shall be compensated for overtime worked as stated above. All employees called back will receive a minimum of two-hours overtime.

COMPENSATORY TIME: Employees may accumulate compensatory time off (CTO) to a maximum of 160 hours.

Employees shall provide at least five (5) working days notice to the Department Director when requesting CTO. The Department Director has the discretion to waive the 5-day notice. The employee agrees to consult with the Department Director to make sure that staffing needs will be met.

STANDBY COMPENSATION:

Employees on standby including Wastewater Plant employees shall be compensated for standby duty at the following rates:

3:30 p.m. Friday to Midnight Saturday:	\$75.00
Midnight Saturday to 7:00 a.m. Monday:	\$75.00
Holidays:	\$75.00
No Stand-by Compensation for weekdays	

No payment shall be paid if the employee fails to respond when called in.

Standby duty requires that employees are to:

Be ready and take immediate steps to respond within a reasonable time to calls for their service;

Be readily available and reachable by telephone or paging device;

Refrain from activities which might impair their ability to perform their assigned duties.

An employee on standby duty that fails to respond to a call or calls for service may be subject to disciplinary procedures in accordance with the City of Dinuba Policies & Practices.

CALL-OUTS: Employees called out shall be paid for a minimum of two (2) hours at the rate of time and one-half. Should additional calls for service be made during a call-out period, that time shall be a continuation from the time first called out. Overtime compensation shall continue until the required work has been scheduled.

XI. SALARY

RATIFICATION INCENTIVE:

On or before the second pay period following ratification and City Council approval of this agreement, employees shall receive a one-time (off schedule) payment of one thousand dollars (\$1,000.00). This payment will be subject to all normal taxes and withholding. It is the intent of the parties that this one-time payment will not be reportable as special compensation to CalPERS under 2 CCR 571(a). In the event that CalPERS finds the payment as reportable compensation, the parties will reopen this provision of the agreement to ensure the City's payment is no more than the cost of the \$1,000.00 (per employee) non-personable amount.

Should the City be faced with a major crisis that would have a severe financial effect on budget projections, the City would retain the right to reopen salary negotiations with the Association.

BILINGUAL PAY: The City will compensate designated non-probationary positions (Attachment A) \$70.00 per month for employees successful through a Bilingual (English/Spanish) proficiency examination as administered by the City. The Bilingual examination shall be conducted in June of each year and the effective date of the pay shall be the subsequent July 1st. Candidates canceling or failing to appear to the testing appointment shall be allowed to test during the next annual testing period.

Bilingual pay shall only be paid to those positions that are required by the department to use English/Spanish in communicating with the general public while performing the duties of their position. The City will designate the positions that will be eligible for the bilingual pay. It is agreed that the City reserves the right to add eligible positions and delete positions that become ineligible for bilingual pay.

CLASSIFICATION PLAN: The Classification Plan shall be maintained and reviewed. All classes of positions shall be reviewed once during the next five years by Human Resource Services consistent with the Compensation Policy.

OUT OF CLASSIFICATION (Acting Pay): Employees shall receive five (5%) percent out-of-class for performing the majority of their assigned duties at levels significantly above their current job classification for a period exceeding thirty (30) calendar days.

Y-RATE: A designated rate higher than the established maximum for the position. Employee is held at the designated level until pay structure adjustment brings employee within the maximum rate for the job.

XII. MISCELLANEOUS

AMBULANCE SERVICE: City to accept insurance consignment as payment in full for ambulance services rendered for all full-time employees, their dependents (dependents as specified in insurance coverage), and retirees covered under the City's medical plan.

CLOTHING/UNIFORM PROVISION: The City shall furnish uniforms to those employees required to wear them (a daily change shall be provided with a cleaning service). Uniform shirt and pant sizes may be altered at City's expense twice per year. Any alternations over and above twice per year shall be at employee's expense. For employees that work primarily out-of-doors, the City shall provide a jacket bi-annually, and shall reimburse for one pair of shoes annually up to but not exceeding \$200.00. Subject to Director approval, in the event that an eligible employee requires an additional pair of work shoes during the same fiscal year the employee may be reimbursed up to \$150.00 for a second pair of work shoes.

Fire Inspector classification shall be provided three (3) sets of uniforms (pant and shirt) annually.

CONTROLLED SUBSTANCE & ALCOHOL TESTING PROGRAM: All Association personnel have agreed to submit to and abide by the City's random drug and alcohol testing requirements. However, City-wide random drug testing is not being implemented at this time. Reference to this testing shall be modified to conform with current court case and applicable law.

All Association personnel that are defined as safety sensitive (per Department of Transportation guidelines) are required to submit to and abide by the random drug and alcohol testing requirements as stated in the "FEDERAL HIGHWAY ADMINISTRATION DRUG AND ALCOHOL TESTING PROGRAM".

EMPLOYEE ASSISTANCE PROGRAM (EAP): The EAP is extended as a benefit to all employees and their immediate families. EAP assessment and referral sessions and counseling provided by the EAP office are limited to the current policy. Services not provided by the EAP office or EAP counseling provided beyond the current policy are at the expense of the employee.

LICENSES & CERTIFICATES: Licenses and certificates required by the City shall be paid for by the City.

NOTARY SERVICE: Employees are granted free notary service; this service is provided at City Hall.

PEACEFUL PERFORMANCE CLAUSE: The parties hereto recognize and acknowledge that the services performed by the City employees covered by this Agreement are essential to the public health, safety, and general welfare of the residents of the City of Dinuba.

In the event of any work stoppage, during the term of the agreement, whether by the Association or by any member of the bargaining unit, the Association by its officers, shall immediately declare in writing and publicize that such work stoppage is illegal and unauthorized, and further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be personally served upon the City. In the event of any work stoppage, the Association shall promptly and in good faith perform the obligations of this paragraph, and providing the Association had not otherwise authorized, permitted or encouraged such work stoppage, the Association shall not be liable for any damages caused by the violation of the provision. However, the City shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to, any work stoppage activity herein prohibited, and the City shall have the right to seek full legal redress, including damages, as against any such employee.

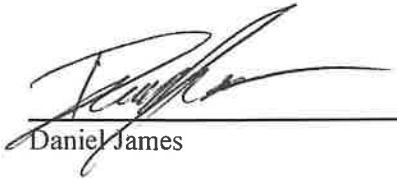
UNIFORM SERVICE CONTRACT: The Association shall be consulted relative to uniform service contracts prior to the City entering into a contract.

WELLFITNESS INCENTIVE: Employees who successfully complete the Safety Cash Value Reimbursement Program will receive a maximum of \$350 for full-time employees and \$200 for part-time employees to be payable in December. This program is designed to promote employees' overall health and well-being by completing an annual physical, dental exam, vision exam, certifying the non-use of a tobacco substance, attending designated city trainings and by receiving a city provided flu shot. Refer to the Safety Cash Value Reimbursement Policy.

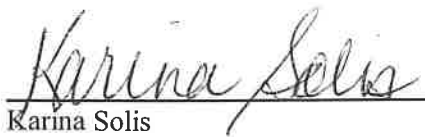
SIGNATURES

For the City

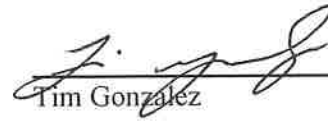
 7/8/2020
Margarita Moreno Date

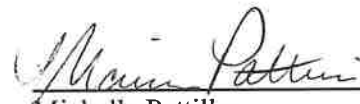
 7-9-2020
Daniel James Date

 7/9/2020
Maria Alaniz Date

 7/9/2020
Karina Solis Date

For the Association

 7-7-20
Tim Gonzalez Date

 7/7/2020
Michelle Pattillo Date



City Council Staff Report

Department: FINANCE SERVICES

July 14, 2020

To: Mayor and City Council
From: Margarita Moreno, Administrative Services Director
By: Maria Alaniz, Human Resources Manager
Subject: Resolution No. 2020-42 Approving the Memorandum of Understanding with the Dinuba Police Officers' Association (MM)

RECOMMENDATION

Council adopt Resolution No. 2020-42 approving the Memorandum of Understanding with the Dinuba Police Officers' Association.

EXECUTIVE SUMMARY

The City and Dinuba Police Officers' Association concluded negotiations on a new Memorandum of Understanding (MOU) for the term of July 1, 2020 through June 30, 2021. The Association signed the new agreement on July 10, 2020. The MOU is presented to the City Council for formal approval.

OUTSTANDING ISSUES

None.

DISCUSSION

The City's negotiating team held several meet and confer sessions with the Police Officers' Association regarding a new Memorandum of Understanding. The existing MOU expired on June 30, 2018. All terms and conditions of the MOU remain in effect until a new MOU is entered into.

The Police Officers' Association agreed to the terms of a new MOU. The Police Officers' Association signed the MOU on July 10, 2020. The MOU is for the term of one year effective July 1, 2020 through June 30, 2021. A full copy of the MOU is enclosed herein as Exhibit 'A', and the main provision are summarized as follows:

- One year term (July 1, 2020 through June 30, 2021)
- One-time retention stipend of \$1,000 per employee
- Increased maximum accrual from 160 hrs. to 200 hrs. with hard cap
- Increased to Uniform Allowance: Sworn employees from \$800/yr to \$1,000/yr, non-sworn employees from \$500/yr to \$700/yr
- Minor verbiage changes

The City Council is being asked to adopt Resolution No. 2020-42 enclosed herein as Attachment 'A' approving the MOU and authorizing the City Mayor to execute the agreement.

FISCAL IMPACT

The annual cost of the agreement is approximately \$44,420.

PUBLIC HEARING

None.

ATTACHMENTS:

[A: Resolution No. 2020-42](#)

[Exhibit 'A' Dinuba Police Officers' Association Memorandum of Understanding](#)

RESOLUTION No. 2020-42

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DINUBA,
APPROVING A MEET AND CONFER AGREEMENT TO THE MEMORANDUM OF UNDERSTANDING
WITH THE DINUBA POLICE OFFICERS' ASSOCIATION**

WHEREAS, negotiations have concluded between the City of Dinuba and the Dinuba Police Officers' Association;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Dinuba, California, as follows:

1. The proposed agreement to the Memorandum of Understanding between the City of Dinuba and the Dinuba Police Officers' Association is hereby approved.
2. The said memorandum is appended hereto as Exhibit "A", and is hereby incorporated herein by reference as set forth.
3. All provisions of prior Memorandum of Understanding, resolutions and ordinances not amended by said Meet and Confer Agreement (Exhibit "A") shall remain in full force and effect.
4. It is hereby directed that all changes provided by said Meet and Confer Agreement (Exhibit "A") shall be carried out and is effective herewith in the manner provided therein.

THEREFORE BE IT RESOLVED that this resolution is adopted and approved by the City Council of the City of Dinuba on this 14th day of July 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DINUBA
AND THE DINUBA CITY POLICE OFFICERS' ASSOCIATION**

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I. AGREEMENT

This Memorandum of Understanding, hereinafter referred to as the "Understanding" is made and entered into at Dinuba, California, this 14th day of July by and between the City of Dinuba, hereinafter referred to as the "City" and the Dinuba City Police Officers' Association, hereinafter referred to as "Association" for and on behalf of the employees in the Association.

The provisions of this understanding shall be subordinate to any present or subsequent Federal or State Law. The term of this Understanding is from July 1, 2020 or ratification, whichever is later, to June 30, 2021.

PURPOSE: The purpose of this Understanding is to promote and provide harmonious relations, cooperation and understanding between the City and its employees covered herein and to set forth the full understandings reached as a result of meeting and conferring on hours, wages and working conditions in accordance with State law and City ordinances, rules and regulations.

SCOPE: This Understanding sets forth the full and entire Understanding of the City and the Association.

SEVERABILITY: Should any part of this Understanding be rendered or declared illegal or invalid by legislation or decree of a court of competent jurisdiction, this invalidation shall not affect the remaining portions of the Understanding.

MODIFICATION: Any agreement, alteration, understanding, variation, waiver or modification affecting any of the terms or provisions contained in this Understanding shall not be binding upon the City or the Association unless made and executed in writing by the City and the Association and, if required, approved by the City Council.

MUTUAL RESPONSIBILITY: The City and the Association recognize their mutual responsibility to provide the citizens those municipal services deemed appropriate by the City.

CITY RIGHTS: The City reserves, retains and is vested with, solely and exclusively, all rights which have not been expressly provided to the Association by specific provisions of this Understanding including but not limited to:

- 1) The nature and extent of services performed;
- 2) The employee's work weeks, shift plans and work hours;
- 3) The methods, means and personnel by which the City's operations are to be conducted; and
- 4) Such other decisions as may be necessary to organize and operate the City in the most efficient manner as determined by the City.

EMPLOYEE RIGHTS AND ASSOCIATION RIGHTS: The City recognizes the Association as the exclusive representative of Police Department employees. The City shall meet and confer with the Association on matters of pay, hours, and working conditions in accordance with State law and City policies, rules and regulations.

The City will designate a space within an employee work or break area for the Association to place a bulletin board. The Association will be responsible for the cost and maintenance of the bulletin board. The Association will remove inflammatory, slanderous, or otherwise inappropriate materials from the bulletin board.

Employees shall be free to participate in Association activities without interference, intimidation or discrimination in accordance with State law and City policies, rules and regulations.

The City shall notify the Association, in writing, of all new hires within ten (10) days after the initial hire date. The information provided shall contain name, job title, department, work location, work, home, and personal cellular phone numbers, personal email on file with the City and home address. Notwithstanding the foregoing, City shall not disclose the home phone number and/or home address of any employee who submits a written request that such

information remain private.

The City shall provide to the Association a list of all previously stated information for all bargaining unit members at least once every 120 days, with the exception of the home address and home phone of those employees who have requested in writing that their home address and home phone remain private.

When a new employee orientation/on boarding is scheduled, the Association will receive an invitation to such at least ten (10) days in advance of the scheduled date of orientation/on boarding, unless there is an unforeseeable urgent need requiring a shorter notice period, pursuant to California Government Code section 3556. City will allow the Association to meet with new employees hired into the bargaining unit for a reasonable amount of time during the employee orientation. An Association representative may be provided paid release time to attend the orientation so long as the release time will not create an operational/staffing issue and the paid release time will not result in overtime. In lieu of this meeting, the new employee orientation may take place with an Association representative at the department during a reasonable time period, on or about the new employee's date of hire.

Payment of dues or fees shall be by payroll deduction, after the City receives written authorization from the Association to make these deductions. The City will deduct the appropriate dues or fees as established and as may be changed from time to time by the Association, from the employee's pay and will remit such dues or fees to the Association.

Payroll deductions for new members authorizing dues deduction will become effective the first day of the pay period following the City's receipt of notice from the Association, or as soon thereafter as is practical. Payroll deductions will cease or be modified upon receipt of written certification from the Association that the employee has revoked or modified the deduction authorization for dues or fees. Revocations or modifications of authorizations will become effective the first day of the pay period following the City's receipt of notice from the Association, or as soon thereafter as is practical.

The Association agrees to maintain files containing authorization for dues deduction on behalf of employees, and to promptly provide proof of same, upon request of the City should a dispute over employee dues deduction arise.

In accordance with Government Code 1157.12, the Association agrees to hold the City harmless from all claims, demands, suits or other forms of liability that may arise against City for or on account of any deduction made from the wages of such employees pursuant to this MOU.

POLICIES AND PRACTICES: The Personnel Policies and Practices, as they exist now or as they may be amended through the meet and confer process, shall be applicable to employees unless superseded by any provisions of this Understanding.

II. INSURANCE

HEALTH INSURANCE: The City shall provide each employee a description of the current health insurance plan.

The City reserves the right to supply similar insurance benefits at the least costly method. In the event that the City should seek to change either the medical or dental insurance carriers, a representative of the Association will be placed on the committee to survey and make recommendations to the City Manager.

Each employee shall contribute towards the premiums of the health insurance. For fiscal year 2020 to 2021 the employee monthly contribution is \$71.65. The contribution shall increase each year by the CPI (based on Consumer Price Index, All Urban Consumers, U.S. City Average, December to December). Because the amounts of the contributions change from year to year, the City shall provide employees with an updated cost of the premiums during open enrollment.

In the event that the City makes available alternate medical insurance plans, employees may elect to enroll into one of those plans during the open enrollment period. Employees will then be required to pay the employee portion of the premium, if any, that is specified at the time for that particular coverage.

DENTAL AND VISION INSURANCE: Commencing July 1, 2007, the employee will bear the costs above \$100.00. The City shall provide each employee description of the current dental and vision insurance plans.

LIFE INSURANCE: The City shall provide term life insurance at least equal to the current policy in the amount equal to \$1,000 for every \$1,000 (or fraction) of annual salary; the City shall also provide coverage of accidental death or dismemberment benefits.

SHORT-TERM DISABILITY: The City shall provide employees with short-term disability at least equivalent to the current policy of up to 60% of employee's monthly earnings with a 60 day waiting period.

LONG-TERM DISABILITY: The City shall provide employees with long-term disability insurance at least equivalent to coverage of the current policy of up to 60% of employee's monthly earnings with a 180 calendar-day waiting period.

ADDITIONAL LIFE INSURANCE: The City shall deduct premium costs from employees' paychecks for additional life insurance in amounts and for plans that have been approved by the City at the employee's request.

UNEMPLOYMENT INSURANCE: The City pays the cost of Unemployment Insurance to provide employees a weekly income when out of work through no fault of the employee (layoff).

INDUSTRIAL INJURY OR ILLNESS: Industrial injury or illness benefits shall be payable in situations where employee's absence is due to industrial injury or illness as provided in California Worker's Compensation Law and City policies.

HEALTH CARE MANAGEMENT COMMITTEE: The Health Care Management Committee will reconvene and meet on a quarterly basis. The committee will be provided financial reports regarding the health insurance fund.

RETIREE HEALTH INSURANCE/MEDICARE SUPPLEMENT: Health and Dental insurance is available to employees upon retirement. Effective January 1, 2005, employees retiring from the City of Dinuba with at least 15 years of continuous full-time service to the City of Dinuba shall have 75% of their City employee medical/prescription plan premium, including dependent coverage, paid by the City. Existing employees as of June 30, 2004, shall be grandfathered in with recognition of prior years of service employed as a sworn officer or government law enforcement agency dispatcher. See details under "Forfeiture of Sick Leave" section.

RETIREE HEALTH INSURANCE/MEDICARE SUPPLEMENT: (con't) City pays 100% for retirees for the City of Dinuba's approved Medical Supplement plan. Retiree must have at least 15 years of continuous full-time service to the City and maintained continuous coverage under the City of Dinuba's health insurance plan. Existing employees as of June 30, 2004, shall be grandfathered in with recognition of prior years of service employed as a sworn officer or government law enforcement agency dispatcher.

The City will discontinue the Retiree Health Insurance and the Medicare Supplement for full-time employees hired on or after 9/1/14.

III. RETIREMENT

Employees shall be provided retirement benefits under the California Public Employees Retirement System (PERS).

<u>Miscellaneous Classification</u>	<u>Retirement Program</u>
Miscellaneous (Classic)	2% @ 55
Miscellaneous (New Member)	2% @ 62

The retirement formula is 2% @ 55 for miscellaneous employees for existing PERS members as of December 31, 2012.

Non-safety: Classic (not new to the CalPERS system on or after 1/1/13) employees shall contribute 6% towards PERS retirement contributions

Under Public Employees' Pension Reform Act (PEPRA), for miscellaneous "new members" on or after January 1, 2013, the retirement formula will be 2% @ 62. Effective 7/1/14, new members will contribute 50% of the total normal cost of the retirement plan.

<u>Safety Classification</u>	<u>Retirement Program</u>
Safety (Classic)	2% @ 50
Safety (New Members)	2.7% @ 57

The retirement formula is 2% @ 50 for safety employees for existing PERS members as of December 16, 2012.

Safety: Classic (not new to the CalPERS system on or after 1/1/13) employees shall contribute 12% towards PERS retirement contributions. Employee who meet the definition of a CalPERS classic employee will pay the full employee PERS contribution of 9%. The employee shall pay an additional 3% toward the employer contribution, for a total of 12%.

Under Public Employees' Pension Reform Act (PEPRA), for safety "new members" on or after January 1, 2013, the retirement formula will be 2.7% @ 57. Effective 7/1/14, new members will contribute 50% of the total normal cost of the retirement plan.

Specific details regarding these retirement plans are available to employees from either the Payroll or Human Resource Services Departments. The City shall provide each employee with a description of the retirement plan covering their classification.

IV. SICK LEAVE

STATEMENT OF POLICY: Sick leave shall not be considered as a privilege which an employee may use at his/her own discretion, but shall be granted only for bona fide necessity as defined herein..

ELIGIBILITY OF SICK LEAVE:

- a) All regular and probationary full-time employees upon completion of 30 calendar days of continuous service shall be eligible for sick leave with pay.
- b.) Employees accrue sick leave from the first day of employment and may use sick leave as it accrues in accordance with City policy.
- c) Temporary or part-time employees shall not be eligible for sick leave with pay, under this policy. Refer to the Paid Family Leave

ACCRUAL OF SICK LEAVE: Sick leave shall be accrued and credited biweekly from the first day of employment by all regular full-time employees who are on a pay status. Sick leave shall accrue at the rate of four (4) hours per pay period (based on 26 pay periods/year).

ACCUMULATION OF SICK LEAVE: Sick leave may be accumulated by all full-time employees for an unlimited number of days.

SICK LEAVE INCENTIVE: In addition to current accrual rates (4 hours per pay period), on June 30 of each year if the sick leave balance is a certain level, then additional hours of leave will be added on July 1(see below). Eligibility is renewed each year; the additional days are not granted if the leave balance falls below the incentive level.

Sick leave accrual balances of 500 hours or more receive 16 hours

Sick leave accrual balances of 1000 hours or more receive 32 hours

HOLIDAYS WITHIN SICK LEAVE: Observed holidays occurring during sick leave shall not be counted as a day of sick leave.

DEPLETION OF SICK LEAVE: Certification of the need for medical leave must be obtained from a physician. Leave must be recommended by the Department Director and approved by the City Manager. Refer to Family Leave Police #95-05. If the employee is unable to return to work at the end of this period, he/she must request further medical leave which will be subject to approval by the City Council. If further leave is granted, the employee must notify the City of his/her intent to return to work every 30 days. If further leave is not granted, the employee's service with the City shall be considered terminated.

Disability retirement from City service shall be subject to the terms and conditions of the City's retirement system.

FORFEITURE OF SICK LEAVE: Employees leaving City service shall forfeit all accumulated sick leave except:

- a.) Upon retirement, an employee may choose to be paid for up to 66 days of accumulated sick leave at employee's rate of pay at retirement; or to cash in total sick leave accumulation at employee's rate of pay at retirement and put the money in trust with the City to be used to pay medical and dental insurance premiums (at City's rate) until retiree becomes entitled to Medicare.

FORFEITURE OF SICK LEAVE: (continued)

If amount is exceeded before entitlement to Medicare, retiree has the option of paying the premiums to the City for insurance coverage or dropping coverage. If money in the employee's trust account is not depleted prior to entitlement to Medicare, the money shall be removed from the trust account and revert back to City use.

- c) An employee with a minimum of five years of continuous service shall be entitled to 50% of up to 60 days of accumulated sick leave with a maximum of 30 paid days at employee's current rate of pay.

ILLNESS WHILE ON VACATION: An employee who becomes ill while on vacation may have such period of illness charged to his/her accumulated sick leave instead of vacation provided that:

- a) Immediately upon return to duty, the employee submits to the Department Director a written request for sick leave and a written statement signed by the employee's physician confirming the illness and providing dates of the illness;
- b) The Department Director recommends and the Human Resources Manager/City Manager approves the granting of such leave.

DEDUCTION OF SICK LEAVE: Sick leave shall be deducted at the rate of one hour sick leave for each hour absent; less than one hour used will be charged as one full hour. After one full hour off, time in less than one-half hour increments will be charged to the next hour.

MEDICAL CERTIFICATION: An employee who is absent longer than five work-days may require a medical certification. A medical certification may be required regardless of length of absence at the request of Human Resources if sick use abuse is suspected. .

USAGE OF SICK LEAVE: Sick leave may be used as needed and approved, to the point of depletion, at which time the employee will no longer receive pay for sick leave. Sick leave may be taken for:

- a) The employee's own diagnosis, care, or treatment of an existing health condition or preventive care;
- b) The diagnoses, care or treatment of an existing health condition or preventive care for an employee's family member including:
 - Child (including a biological, adopted, or foster care child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)
 - Spouse or Registered Domestic Partner
 - Parent (including biological, adopted, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or register domestic partner, or a person who stood in loco parentis when the employee was a minor child.)
 - Grandparent
 - Grandchild
 - Sibling.
- c) To obtain relief or services related to being a victim of domestic violence, sexual assault, or stalking;
- d) Death of a member of employee's family listed above, or close relative (leaves should not exceed five working-days for any one death).

V. VACATION LEAVE

VACATION ACCRUAL: Each full-time regular and probationary employee shall accrue and have vested vacation leave with pay as follows:

1-5 years service	3.08 hours biweekly	10 days/year
6-10 years service	4.62 hours biweekly	15 days/year
11-15 years service	5.23 hours biweekly	17 days/year
16+ years service	6.15 hours biweekly	20 days/year

Vacation time accrues from the date of hire at biweekly rates consistent with the above schedule.

USE OF VACATION: Vacation time may be taken in increments of one-hour when approved by the Department Manager.

SCHEDULING OF VACATION: Vacation scheduling shall be done departmental with regard to the employee's desires and needs, however, vacations shall be scheduled and approved by the Department Director so as to not interfere seriously with or impair departmental efficiency. Seniority will be considered should there be a conflict of dates within the department.

HOLIDAYS WITHIN VACATION LEAVE: If a holiday falls within a scheduled vacation period, vacation hours will not be charged against employee.

ILLNESS WITHIN VACATION LEAVE: Employees who become ill or injured during annual vacation leave may have such periods of illness charged to his/her accumulated sick leave instead of vacation provided the requirements are met as stated in the "Sick Leave" rule.

MAXIMUM ACCRUAL OF VACATION: Vacation time shall not exceed an accumulated amount of two hundred (200) hours.

In order to facilitate the transition to the enforcement of this maximum accrual of vacation hours, following ratification and City Council approval of this agreement, any bargaining unit member with 200 hours or more of accumulated vacation shall be allowed to accumulate additional vacation time consistent with past practice. However, effective June 15, 2021, the 200 hour maximum accrual will be effective for all bargaining unit employees, and any bargaining unit employee who has accumulated up to or beyond the maximum accrual amount shall not accumulate any more hours unless they fall below the maximum accrual limit. Also effective upon ratification and approval of this agreement, any bargaining unit members who has accumulated less than 200 hours shall be subject to the 200 hour maximum accrual limit.

VACATION BUY BACK: On a fiscal year basis, July through June, employees may cash out actual vacation leave time provided the following conditions are met:

- a) Accumulated vacation time shall be in excess of 120 hours;
- b) Cash-out shall be at a ratio of one week vacation per one week vacation cash-out, up to a maximum of two (2) weeks per year;
- c) Requests for vacation cash-out shall be approved by the City Manager no later than two weeks before the start of the vacation leave;
- d) Requests for vacation cash-out shall be made in writing by the Police Chief and forwarded to the Finance

Director no later than two weeks before the start of the approved vacation leave.

VACATION & LEAVES OF ABSENCE: No personal leave of absence without pay for more than one day shall be granted as long as the employee has accumulated vacation.

PAYMENT FOR VACATION LEAVE UPON SEPARATION: Employees who terminate or retire shall be paid for any accrued vacation at the employee's current rate of pay.

VACATION DONATION POLICY: This policy provides a procedure for employees to donate vacation time to another employee within the Association in accordance with the Vacation Donation Policy. The City reserves the right to modify the policy as required and upon discussion with the Association. Refer to Vacation Donation Policy for Dinuba Police Officers' Association.

VI. HOLIDAYS

The following holidays are to be recognized by the City:

- a) Independence Day (July 4)
- b) Labor Day (First Monday in September)
- c) Veteran's Day (November 11)
- d) Thanksgiving Day (Fourth Thursday in November)
- e) Day after Thanksgiving
- f) Christmas Eve
- g) Christmas Day
- h) New Year's Day
- i) Martin Luther King (Third Monday in January)
- j) President's day (Third Monday in February)
- k) Memorial Day (Last Monday in May)
- l) Two floating holidays to be accrued on July 1 and used before June 30 of the following year.

Police Department shift personnel will be granted the approved holidays; the only exception being that Christmas Eve and Martin Luther King holidays shall be treated as floating holidays for a total of four (4) floating holidays (32 hours).

The four floating holidays (32 hours) are to be accrued on July 1, and used before June 30 of the following year. The floating holiday hours may be requested by employees at any time during the fiscal year; requests shall be granted at the discretion of the Police Chief so as not to impair department efficiency.

If the City is unable to accommodate the employee by June 30 of the following year, and proper notice has been given by the employee, the City will reimburse at straight time for properly requested but unused floating holidays denied by the City.

Fixed holidays for non-shift personnel shall be observed on the holiday. If any of the foregoing holidays fall on a Saturday, the preceding Friday shall be observed as a holiday. If any of the foregoing holidays fall on a Sunday, the Monday following shall be observed as a holiday. To earn paid holiday, an employee must be on paid status on the work day before and after the holiday.

Employees eligible for holiday pay will be paid for eight (8) hours holiday pay and time and one-half for each fixed holiday, whether or not they work the holiday, providing that employee has been paid for 40 hours in the work week. Shift employees working on the holiday receive straight time for the hours worked in addition to the eight hours holiday pay. Shift employees taking a vacation or sick day on the holiday receive the holiday pay but also deduct the leave from the leave balance. Shift employees on light duty working an eight hour shift do not receive holiday pay but rather receive the holiday off as a regular 8:00-5:00 employee.

Administrative and Special Assignment personnel working a holiday do not receive holiday pay but are granted a day off in lieu of the holiday.

Employees hired after July 1 shall receive credit for floating holidays on a pro-rated basis.

VII. LEAVES WITH PAY

All employees shall be granted leaves of absence with pay for the following:

Jury Duty: Employees required to report for jury duty shall be granted a leave of absence with pay from their assigned duties until released by the court, provided the employee remits to the City all fees received for such duties other than employee's expenses and mileage within 30 calendar days from termination of the jury service.

Subpoenas: Employees who are subpoenaed to appear as witness in behalf of the City shall be granted leaves of absence with pay from their assigned duties until released. The employee shall remit all fees received for such appearances to the City within 30 calendar days from the termination of his/her service (employee's expenses and mileage are not considered fees).

Court Appearances: Employees who must appear in court resulting from their official duties shall be granted leaves of absence with pay from their assigned duties until released by the court.

Military: Refer to the Military Leave Policy #96-05.

VIII. LEAVES OF ABSENCE WITHOUT PAY

Leaves of absence without pay may be granted for pregnancy, in case of emergency or need, or where such absence would not be contrary to the best interests of the City. Such leaves should be regarded as a privilege and not a right. There should also be the expectation that the employee will return to City employment at the expiration of such leave. For leaves that qualify for protected leave status (Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), Pregnancy Disability Leave (PDL), etc.), employees must exhaust available accrued leave before requesting leave without pay.

PROCEDURE TO REQUEST LEAVE OF ABSENCE:

- 1) Employee shall submit a written request for leave to his/her Department Director;
- 2) Department Director shall make a recommendation on granting the leave to the City Manager;
- 3) Requested leaves of less than 30 working-days may be approved in writing by the Department Director; requested leaves of 30 or more working-days must have City Manager's approval

LEAVE OF ABSENCE LESS THAN 30 WORKING-DAYS: When a leave of absence is less than 30 working-days, there is no adjustment to employee's benefits, seniority or anniversary date.

LEAVE OF ABSENCE 30 WORKING-DAYS OR MORE: An employee on a leave of absence of 30 or more working-days:

- 1) Ceases to accrue sick leave and vacation time on the 30th day;
- 2) Loses all insurance benefits beginning on the first day of the next month after the month in which the 30th day falls. If permitted by the City's current insurance carrier, the employee may keep the policy in force by paying the City for the cost of the insurance premium;
- 3) Shall have his/her seniority status adjusted to allow for the time over 30 days spent on leave;
- 4) Shall have his/her anniversary date set back by the number of days spent on leave from the 30th day;
- 5) Shall not have such leave considered as a "break in service" in regard to continuous service for pay off of sick leave upon separation from City service;
- 6) In no case shall a leave of absence exceed six (6) calendar months, unless otherwise required by law..

RETURNING TO WORK AFTER LEAVE OF ABSENCE: Upon expiration of a regularly approved leave of absence or within a reasonable period of time after notice to return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration or within five (5) working-days after notice to return to duty shall be cause for discharge. The depositing in the United States mail of a first class letter, postage paid, addressed to the employee's last known place of address shall be reasonable notice of termination.

IX. EDUCATIONAL ASSISTANCE

A voluntary vocational training program is available to all employees and is designed to give employees incentive to improve skills within the job classification held and to improve work performance. Regular fulltime employees are eligible for class(es) or course(s) that are work related and/or working towards a degree from an accredited school.

TUITION REIMBURSEMENT: Prior to registration of course(s), the class(es) or course(s) must be approved in writing by the Department Director and City Manager or designee to qualify for this educational benefit.

The City agrees to pay for employees' tuition, books, and fees (up to \$400/fiscal year) relative to courses that are job-related or are of benefit to the City. Employee must show proof of completion of the course(s) with a satisfactory grade before reimbursement will be granted.

Employees may apply for job-related vocational training costs through their Department Director on forms provided by Human Resource; reimbursement for vocational training is to be handled through the normal budget process.

Classes required by the City shall be paid for by the City.

X. OVERTIME

POLICY: It is the policy of the City that overtime work be kept to the minimum consistent with protection of life, property and the efficient operation of the departments and activities of the City. No employee will be scheduled for or paid overtime as a means of increasing his/her earnings above the limits imposed by the approved salary range of the employee's position, nor shall the employees of a department be scheduled for overtime on a continuing basis. The basis of overtime is to provide a means of meeting occasional emergencies on a temporary basis without hiring additional employees.

Overtime shall be approved in advance by the Department Director.

OVERTIME COMPENSATION: Compensation for overtime earned shall be paid at a rate of time and one-half for each period of overtime except where compensatory time off is granted in accordance with current laws. Overtime compensation shall be at time and one-half for paid status time over 40 hours each work week. (Paid status includes all paid leaves.)

Employees called out shall be paid for a minimum of two hours overtime.

Employees may accumulate compensatory time off to a maximum of 80 hours. Compensatory time off will be earned at the rate of time and one-half for paid status time over 40 hours each week.

Annually, employees may cash-out compensation time up to a maximum of 80 hours under the following conditions:

1. The compensation time cash-out request is made prior to December 31st; and
2. The requested compensation time cash-out shall be for compensation time earned during the fiscal year it is being requested; or
3. In the event of no cost-of-living adjustment in the preceding fiscal year, the requested compensation time cash-out may be for compensation time earned during the preceding fiscal year as the intent of this benefit is not to cash-out compensatory time at a higher rate than it was earned.

DETECTIVE STANDBY: To be paid at the following rates:

5:00 p.m. Friday to Midnight Saturday:	\$50
Midnight Saturday to 7:00 a.m. Monday:	\$50

CALL-OUTS: All call-outs will be a two (2) hour minimum for all employees including employee on standby duty. Each call-out will be paid at one and one-half (1½) times the employee's current wage rate.

CONDITIONS OF LOCAL PERIOD OR DISASTER: In case of disasters, state of extreme emergency or local peril, the overtime procedures herein established shall not be in effect and compensation procedures will be determined at that time for such conditions.

COMP TIME CASH-OUT TIME PERIOD: Compensation time cash-out requests shall be submitted during the period of July 1 through December 31. Requests submitted outside this time period shall be disallowed.

REASONABLE NOTICE FOR COMP TIME USAGE: Employees shall provide at least five (5) working days notice to the supervisor when requesting CTO. The supervisor has the discretion to waive the 5-day notice. The employee agrees to consult with the supervisor to ensure staffing needs will be met.

XI. SALARY

RATIFICATION INCENTIVE:

On or before the second pay period following ratification and City Council approval of this agreement, employees shall receive a one-time (off schedule) payment of one thousand dollars (\$1,000.00). This payment will be subject to all normal taxes and withholding. It is the intent of the parties that this one-time payment will not be reportable as special compensation to CalPERS under 2 CCR 571(a). In the event that CalPERS finds the payment as reportable compensation, the parties will reopen this provision of the agreement to ensure the City's payment is no more than the cost of the \$1,000.00 (per employee) non-personable amount.

Should the City be faced with a major crisis that would have a severe financial effect on budget projections, the City would retain the right to reopen salary negotiations with the Association.

CLASSIFICATION PLAN: The Classification Plan shall be maintained and reviewed.

FIELD TRAINING OFFICER (FTO)/COMMUNICATIONS TRAINING OFFICER (CTO) PAY: Officers working in the capacity of a POST certified field training officer or dispatchers working in the capacity of a POST certified communications training officer shall receive additional compensation of 5% of their base hourly rate of pay while performing POST certified FTO/CTO duties. All duties shall be in compliance with POST and departmental guidelines, procedures, and policies.

INCENTIVES: The City shall pay incentives to non-probationary employees in the following amounts and subject to the provisions of the paragraph:

- Educational Degree Incentive Pay (2% for AA/AS, 4% for BA/BS, not to exceed 4%) The Police Department shall certify to Human Resource on the Personnel Action Notice form those employees that are eligible for educational degree pay. The effective date of the pay shall be the date the department receives and approves documentation of said degree.
- Certificate Incentive Pay (2% for Intermediate POST Certificate, 4% for Advanced Certificate, not to exceed 4%) **POST CERTIFICATION REQUIREMENTS WILL BE USED.** The Police Department shall certify to Human Resource on the Personnel Action Notice form those employees that are eligible for certification pay. The effective date of the pay shall be the date the department receives and approves documentation of said certification.
- Bi-lingual Pay (3%) Employees successful through a bi-lingual (English/Spanish) proficiency examination as administered by the City. Testing shall be conducted once per year as designated by the City. The effective date of the pay shall be the subsequent January 1st. Candidates canceling or failing to appear to the testing appointment shall be allowed to test during the next annual testing period.
- Assignment Pay (5% for Detective, K9, School Resource Officer, Gang, Motors)
- Retention Pay:
 - Upon successful completion of assignment, with satisfactory performance evaluations, the officer is eligible to retain 2.5% of their base salary while in the Police Officer classification.
 - Upon successful completion of the second assignment, with satisfactory performance evaluations, the officer is eligible to retain an additional 2.5% for a total of 5% of their base salary while in the Police Officer classification.

Refer to Assignment Pay Retention Compensation Pay Policy

In no event, shall any employee of the bargaining unit receive more than 5% of salary for total aggregate incentive pay.

3/12 WORK WEEK: Patrol Sergeants shall work a 3/12 work week schedule. Detective Sergeant and Administrative Sergeant shall work a 5/8 work week schedule. Management retains the right to set the schedule.

K9 MAINTENANCE: K9 Officer(s) will receive 10 hours of overtime for compensation for time spent performing K9 maintenance duties, includes but not limited to, feeding, grooming, off duty training, exercising, transporting, obtaining veterinary care, purchasing food and supplies.

K9 DOG: The K9 is the property of the City of Dinuba, however upon the retirement of the K9 from police work, the Officer shall have the first right to purchase from the City the K9 at the purchase price of \$1.

OUT OF CLASSIFICATION (Acting Pay): Employees shall receive 5(5%) percent out-of-class for performing the majority of their assigned duties at levels significantly above their current job classification for a period exceeding thirty (30) calendar days.

XII. MISCELLANEOUS

AMBULANCE SERVICE: City to accept insurance consignment as payment in full for ambulance services rendered for all full-time employees, their dependents (dependents as specified in insurance coverage), and retirees covered under the City's medical plan.

ASSOCIATION TRAINING: City will provide up to two (2) elected DPOA Officers (President, VP, Secretary, Sergeant at Arms) with three (3) days in a paid leave status to attend training related to elected offices in the Association, such as MMBA, etc.

COURT STANDBY: All employees that are subpoena to court and placed on call on the employee's day off, shall be compensated a minimum of 3 hours of overtime for Standby.

DAYLIGHT SAVING TIME FOR SWORN POSITION: In Spring, all officers working swing or graveyard will report to duty one hour before their normal shift start time to accommodate the one hour difference.

In Fall, all officers working swing shift will leave one hour early so not to accumulate overtime. Graveyard shift officer will come in one hour later than their normal start time to accommodate the loss of time.

EMPLOYEE ASSISTANCE PROGRAM (EAP): The EAP is extended as a benefit to all employees and their immediate families. EAP assessment and referral sessions and counseling provided by the EAP office are limited to the current policy. Services not provided by the EAP office or EAP counseling provided beyond the current policy are at the expense of the employee.

LICENSES & CERTIFICATES: Licenses and certificates required by the City shall be paid for by the City.

NON-SMOKING AGREEMENT: As a condition of employment, all employees represented by the Dinuba Police Officers' Association hired after July 1, 2004, shall be non-smokers. All job bulletins will specify that only non-smokers need apply. Employees hired under this provision must sign a statement affirming that, as a condition of employment, he/she will refrain from smoking on or off duty. Violation of the agreement may be considered good cause for dismissal.

NOTARY SERVICE: Employees are granted free notary service; this service is provided at City Hall.

QUARTERLY MEETINGS: City agrees to meet with representatives of the DPOA on a quarterly basis to facilitate and foster a better line of communication.

PEACEFUL PERFORMANCE CLAUSE: The parties hereto recognize and acknowledge that the services performed by the City employees covered by this Agreement are essential to the public health, safety, and general welfare of the residents of the City of Dinuba.

In the event of any work stoppage, during the term of the agreement, whether by the Association or by any member of the bargaining unit, the Association by its officers, shall immediately declare in writing and publicize that such work stoppage is illegal and unauthorized, and further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be personally served upon the City. In the event of any work stoppage, the Association shall promptly and in good faith perform the obligations of this paragraph, and providing the Association had not otherwise authorized, permitted or encouraged such work stoppage, the Association shall not be liable for any damages caused by the violation of the provision. However, the City shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to, any work stoppage activity herein prohibited, and the City shall have the right to seek full legal redress, including damages, as against any such employee.

PROTECTIVE EQUIPMENT (BULLETPROOF VEST): Starting July 1, 2007, the City will provide all Police

Officers, as defined in Penal Code Section 830.1, a level III protective vest at no cost to the employee. During the term of this agreement after the expiration date of the safety vest or if the protective vest is damaged, the City will replace the vest at no cost to the Officer. The Association and the City mutually agree to seek grant funds and donations for the replacement of the vests.

RESPONSE TIME: Effective July 1, 2004, employees working in sworn positions in the Police Department shall reside within a forty (40) mile radius of the city limits.

SCHEDULING: City will provide flexible schedules of the duty hours to accommodate those personnel wishing to take educational courses (subject to the needs of the department).

SHOOTING RANGE: City to pay for utility costs at the police shooting range effective January 1, 1989. Association to provide all normal maintenance of grounds.

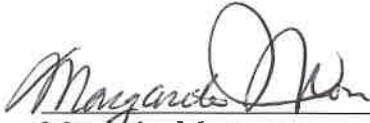
UNIFORM ALLOWANCE: Employee entering the City service in the Police Department shall be outfitted with appropriate uniforms at City expense. Annually thereafter Sworn employees shall be paid \$1,000/fiscal year Uniform Allowance and non-sworn shall be paid \$700/fiscal year Uniform Allowance. A utility type jacket shall be part of the Dispatcher uniform; City shall provide a utility type jacket for full-time Dispatcher employees hired at the time the new employee is outfitted with uniforms. Said Uniform Allowance is for the maintenance and replacement of their uniform. The Allowance shall be paid twice a year, in July and January based on a fiscal year. The uniform allowance shall be paid with a separate check for sworn and non-sworn employees.

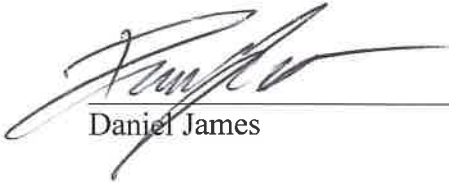
The Allowance is paid in advance; employees leaving employment before the end of the six-month advancement period shall reimburse the City on a pro-rated basis; the reimbursement may be deducted from employee's last paycheck or by other authorized payment plan.

WELLFITNESS INCENTIVE: Employees who successfully complete the Safety Cash Value Reimbursement Program will receive a maximum of \$350 for full-time employees and \$200 for part-time employees to be payable in December. This program is designed to promote employees' overall health and well-being by completing an annual physical, dental exam, vision exam, certifying the non-use of a tobacco substance, attending designated city trainings and by receiving a city provided flu shot. Refer to the Safety Cash Value Reimbursement Policy.

SIGNATURES

For the City

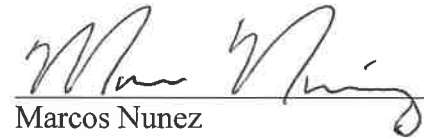

Margarita Moreno 7-10-2020
Date


Daniel James 7/10/2020
Date


Maria Alaniz 7/10/2020
Date


Karina Solis 7/10/2020
Date

For the Association


Marcos Nunez 7-10-20
Date



City Council Staff Report

Department: PUBLIC WORKS

July 14, 2020

To: Mayor and City Council

From: Ismael Hernandez, Public Works Director

By: George Avila, Business Manager

Subject: Resolution No. 2020-47 Approving an Increase to the 2018-CDBG-12906 State Contract for the Kern Street Storm Drain Improvement Project (IH)

RECOMMENDATION

Council adopt Resolution No. 2020-47 approving an increase in grant funds for the Kern Street Storm Drain Improvement Project by an additional \$600,000.

EXECUTIVE SUMMARY

The City was awarded \$3,000,000 in Community Development Block Grant (CDBG) Program funds for the Kern Street Storm Drain Improvements Project late last year. On July 1, 2020 the City held a bid opening for this Project and due to factors outside the City's control, the bids received exceeded the identified budget. Fortunately, the State's Housing and Community Development (HCD) Department has indicated that under certain circumstances grant funds can be increased. Staff would like to make a formal request for additional grant funds pursuant to HCD's established parameters. The request would solicit an additional \$600,000 in CDBG Program funds for the project.

OUTSTANDING ISSUES

None.

DISCUSSION

The City was awarded \$3,000,000 in Community Development Block Grant (CDBG) Program funding for the Kern Street Storm Drain Improvement project. Staff held a bid opening for the project on July 1, 2020 and a total of five bids were received. Unfortunately, all bids were higher than the identified budget so staff would like to request additional dollars from CDBG to allow for the completion of the referenced project.

Based on HCD's guidelines, a jurisdiction can request that their awarded contract be increased by a maximum of 20%. Staff would therefore like to submit a formal request to the Department for additional grant funds in the amount of \$600,000. Below is a breakdown of project costs and funds available.

PROJECT COSTS

Total Based Bid	\$3,492,785
Contingency – 11.5% of construction costs	\$401,670
Engineering / Design / Bidding	\$121,000
Construction Management	\$130,000
Inspections / Testing	\$94,545
TOTAL	\$4,240,000

FUNDING SOURCES

03K Storm Drainage Improvement Activity	\$2,850,000
Local Funds Committed in original grant application	\$650,000
ROW Encroachment Permit Fee (included in bid)	\$140,000
Additional Funds Being Requested	\$600,000
TOTAL	\$4,240,000

Should the Council authorize staff to proceed with requesting the additional grant funds, a formal letter will be sent to HCD along with the following required documents:

- Engineer Estimate
- Low Bid Received
- Signed Statement of Assurances
- Updated Project Schedule

Resolution No. 2020-47 enclosed herein as Attachment 'A' formally requests the additional grant funds for the project. Based on preliminary discussions with the CDBG Department, staff is hopeful these funds will be approved and awarded within 30 days.

FISCAL IMPACT

There is no fiscal impact associated with the recommended action. If the request is approved, the additional funds would all come in the form of a grant.

PUBLIC HEARING

None.

ATTACHMENTS:

[A. Resolution Number 2020-47](#)

RESOLUTION NUMBER 2020-47

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA APPROVING AN INCREASE IN FUNDING AND THE EXECUTION OF GRANT AMENDMENTS THERETO FOR THE 18-CDBG-12906 STATE CONTRACT FOR FUNDING YEAR 2018 OF THE STATE CDBG PROGRAM

WHEREAS, the City submitted an application for funding to the Department of Housing and Community Development CDBG program under the 2018 Notice of Funding Availability for the Kern Street Storm Drainage Improvement Project; and

WHEREAS, the City was awarded funding in the amount of \$3,000,000 and issued a grant contract, 18-CDBG-12906, by the Department of Housing and Community Development CDBG Program; and

WHEREAS, the bids received to complete the project exceeded the grant funds awarded for the project and additional CDBG funds are required; and

BE IT RESOLVED by the City Council of the City of Dinuba as follows:

SECTION 1:

The City Council has reviewed and hereby approves the increase of funding for the Kern Street Storm Drain Improvement Project from CDBG for a total of \$600,000. The amount will be added to the 18-CDBG-12906 contract as follows:

03K Flood Improvements	\$2,850,000 (Original Funded Amount) \$600,000 (Requested Addition)
Activity Total	\$3,450,000 (Revised Activity Total)
GA Total	\$150,000
Total Contract	\$3,600,000 (Revised Contract Total)

Section 2:

The City hereby authorizes and directs the City Manager or designee, to sign this request and act on the City's behalf in all matters pertaining to this funding request.

SECTION 3:

If the request is approved, the City Manager, or designee, is authorized to enter into and sign the grant agreement and any subsequent amendments with the State of California for the purposes of this grant.

SECTION 4:

If the application is approved, the City Manager, or designee, is authorized to sign Funds Requests and other required reporting forms.

PASSED AND ADOPTED at a regular meeting of the **City Council** of the **City of Dinuba** held on July 14, 2020 by the following vote:

AYES: _____

ABSENT: _____

NOES: _____

ABSTAIN: _____

Mayor
City of Dinuba

STATE OF CALIFORNIA

City _____

I, _____, City Clerk of the City of _____, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said City Council on this ____ day of _____, 20____.

Linda Barkley, City Clerk of the City of _____, State of California

By: _____
Name and Title



City Council Staff Report

Department: CITY MANAGER'S OFFICE

July 14, 2020

To: Mayor and City Council
From: Maggie Moreno, Administrative Services Director
By: Linda Barkley, City Clerk
Subject: Warrant Register June 26; July 2 & 10, 2020 (MM)

RECOMMENDATION

Council to review and approve the warrant register as presented.

EXECUTIVE SUMMARY

OUTSTANDING ISSUES

None.

DISCUSSION

None.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.

ATTACHMENTS:

[WR 06.26.2020](#)

[WR 07.02.2020](#)

[WR 07.10.2020](#)



Accounts Payable Invoice Report

Payment Date Range 06/22/20 - 06/26/20
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 1548 - Absolute Holdings Group									
AHG19497	SPANISH VERSION OF CCR REPORT	Paid by Check #26311		06/17/2020	06/26/2020	06/26/2020		06/26/2020	796.00
Vendor 1548 - Absolute Holdings Group Totals							Invoices	1	\$796.00
Vendor 263 - Advantek Benefit Administrators									
6/19/20	Funding Request	Paid by Check #26312		06/19/2020	06/26/2020	06/26/2020		06/26/2020	71,693.87
Vendor 263 - Advantek Benefit Administrators Totals							Invoices	1	\$71,693.87
Vendor 416 - Amber Chemical Inc.									
0363815-IN	WATER DEPT SUPPLIES	Paid by Check #26313		06/08/2020	06/26/2020	06/26/2020		06/26/2020	1,087.18
Vendor 416 - Amber Chemical Inc. Totals							Invoices	1	\$1,087.18
Vendor 351 - Anthem Blue Cross									
000512415E	6/1-7/1/20	Paid by Check #26314		05/14/2020	06/26/2020	06/26/2020		06/26/2020	571.43
00012030069I	Tyler 141A75193	Paid by Check #26323		06/07/2020	06/26/2020	06/26/2020		06/26/2020	207.81
000120381890	Ramirez 992W01856	Paid by Check #26324		06/07/2020	06/26/2020	06/26/2020		06/26/2020	136.74
099832300I	Medders 975A79192	Paid by Check #26319		06/07/2020	06/26/2020	06/26/2020		06/26/2020	74.20
099834384I	Canales 530M82834	Paid by Check #26322		06/07/2020	06/26/2020	06/26/2020		06/26/2020	74.20
099836382I	Hartley 919M97599	Paid by Check #26321		06/07/2020	06/26/2020	06/26/2020		06/26/2020	74.20
099837241I	Ramirez 010W01865	Paid by Check #26320		06/07/2020	06/26/2020	06/26/2020		06/26/2020	74.20
099838636I	Harman	Paid by Check #26315		06/07/2020	06/26/2020	06/26/2020		06/26/2020	74.20
099851377I	Tyler 299A24237	Paid by Check #26317		06/07/2020	06/26/2020	06/26/2020		06/26/2020	77.80
099851729I	Magyar 792A24403	Paid by Check #26316		06/07/2020	06/26/2020	06/26/2020		06/26/2020	77.80
099834995I	Sano 060M86753	Paid by Check #26318		06/07/2020	06/26/2020	06/26/2020		06/26/2020	80.70
Vendor 351 - Anthem Blue Cross Totals							Invoices	11	\$1,523.28
Vendor 17 - AT&T									
23845182146/20	Telephone	Paid by Check #26325		06/07/2020	06/26/2020	06/26/2020		06/26/2020	67.24
93910544766/20	CH	Paid by Check #26326		06/10/2020	06/26/2020	06/26/2020		06/26/2020	20.89
93910544616/20	CH	Paid by Check #26326		06/11/2020	06/26/2020	06/26/2020		06/26/2020	20.89
93910544666/20	Telephone	Paid by Check #26326		06/11/2020	06/26/2020	06/26/2020		06/26/2020	20.92
93910547566/20	CH	Paid by Check #26326		06/11/2020	06/26/2020	06/26/2020		06/26/2020	379.92
93910544756/20	Telephone	Paid by Check #26326		06/10/2020	06/26/2020	06/26/2020		06/26/2020	19.30
93910547446/20	Parks	Paid by Check #26326		06/11/2020	06/26/2020	06/26/2020		06/26/2020	228.87
93910544696/20	PD - 05/11/2020 - 06/10/2020 Billing Charges	Paid by Check #26326		06/11/2020	06/26/2020	06/26/2020		06/26/2020	19.23
93910547406/20	PD - 05/11/2020 - 06/10/2020 Billing Charges	Paid by Check #26326		06/11/2020	06/26/2020	06/26/2020		06/26/2020	252.39
Vendor 17 - AT&T Totals							Invoices	9	\$1,029.65
Vendor 116 - BSK Analytical Laboratories									
AD11510	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #26327		06/15/2020	06/26/2020	06/26/2020		06/26/2020	144.00



Accounts Payable Invoice Report

Payment Date Range 06/22/20 - 06/26/20
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Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
AD11581	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #26327		06/16/2020	06/26/2020	06/26/2020		06/26/2020	126.00
		Vendor 116 - BSK Analytical Laboratories Totals				Invoices	2		\$270.00
Vendor 725 - CDW Government									
ZBQ2332	Network Security	Paid by Check #26328		06/09/2020	06/26/2020	06/26/2020		06/26/2020	8,153.60
		Vendor 725 - CDW Government Totals				Invoices	1		\$8,153.60
Vendor 164 - City Clerks Association of California									
6888	Linda Barkley	Paid by Check #26329		06/16/2020	06/26/2020	06/26/2020		06/26/2020	65.00
		Vendor 164 - City Clerks Association of California Totals				Invoices	1		\$65.00
Vendor 8 - City of Dinuba									
PttyCsh 6.12.20	Finance	Paid by Check #26331		06/12/2020	06/26/2020	06/26/2020		06/26/2020	266.71
PttyCsh 6/12/20	Jho	Paid by Check #26332		06/12/2020	06/26/2020	06/26/2020		06/26/2020	453.62
Petty Cash 6/20	Petty Cash 6/20 FD	Paid by Check #26333		06/22/2020	06/26/2020	06/26/2020		06/26/2020	104.30
pettycash06/2020	Fy 19/20-Petty cash reimb to prepare for new fiscal year	Paid by Check #26330		06/12/2020	06/26/2020	06/26/2020	06/17/2020	06/26/2020	10.84
		Vendor 8 - City of Dinuba Totals				Invoices	4		\$835.47
Vendor 170 - Comcast									
0148160 6/12/20	Communications	Paid by Check #26335		06/12/2020	06/26/2020	06/26/2020		06/26/2020	149.92
0148178 6/12/20	Communications	Paid by Check #26334		06/12/2020	06/26/2020	06/26/2020		06/26/2020	291.12
		Vendor 170 - Comcast Totals				Invoices	2		\$441.04
Vendor 1473 - Country View Nursery									
3583	Fy 19/20-Prks-Plants for El Monte wall infront of Pamela basin	Paid by Check #26336		06/15/2020	06/26/2020	06/26/2020	06/19/2020	06/26/2020	947.19
		Vendor 1473 - Country View Nursery Totals				Invoices	1		\$947.19
Vendor 77 - Department of Justice									
454940	PD - Blood Alcohol Analysis / May 2020	Paid by Check #26337		06/04/2020	06/26/2020	06/26/2020		06/26/2020	35.00
454993	PD - Blood Alcohol Analysis / March 2020	Paid by Check #26337		06/04/2020	06/26/2020	06/26/2020		06/26/2020	35.00
		Vendor 77 - Department of Justice Totals				Invoices	2		\$70.00
Vendor 166 - Dinuba Glass LLC.									
24268	Plexi glass for chambers	Paid by Check #26338		06/16/2020	06/26/2020	06/26/2020		06/26/2020	573.00
		Vendor 166 - Dinuba Glass LLC. Totals				Invoices	1		\$573.00
Vendor 85 - Dinuba Lions Club									
June 2020	Dues & Subscriptions	Paid by Check #26339		06/24/2020	06/26/2020	06/26/2020		06/26/2020	46.00
		Vendor 85 - Dinuba Lions Club Totals				Invoices	1		\$46.00
Vendor 4 - Dinuba Lumber Company									



Accounts Payable Invoice Report

Payment Date Range 06/22/20 - 06/26/20

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
86892	Maintenance	Paid by Check #26340		05/01/2020	06/26/2020	06/26/2020		06/26/2020	55.25
86895	Maintenance	Paid by Check #26340		05/01/2020	06/26/2020	06/26/2020		06/26/2020	13.15
86921	Maintenance	Paid by Check #26340		05/01/2020	06/26/2020	06/26/2020		06/26/2020	36.69
86999	Maintenance	Paid by Check #26340		05/01/2020	06/26/2020	06/26/2020		06/26/2020	.51
87312	Maintenance	Paid by Check #26340		05/01/2020	06/26/2020	06/26/2020		06/26/2020	13.66
88972	Maintenance	Paid by Check #26340		05/04/2020	06/26/2020	06/26/2020		06/26/2020	3.90
88975	Maintenance	Paid by Check #26340		05/04/2020	06/26/2020	06/26/2020		06/26/2020	34.16
88988	Maintenance	Paid by Check #26340		05/04/2020	06/26/2020	06/26/2020		06/26/2020	7.33
89048	Maintenance	Paid by Check #26340		05/04/2020	06/26/2020	06/26/2020		06/26/2020	104.26
89063	Maintenance	Paid by Check #26340		05/04/2020	06/26/2020	06/26/2020		06/26/2020	9.40
89101	Maintenance	Paid by Check #26340		05/04/2020	06/26/2020	06/26/2020		06/26/2020	29.84
89322	Maintenance	Paid by Check #26340		05/04/2020	06/26/2020	06/26/2020		06/26/2020	50.37
89377	Maintenance	Paid by Check #26340		05/04/2020	06/26/2020	06/26/2020		06/26/2020	3.36
89431	Maintenance	Paid by Check #26340		05/04/2020	06/26/2020	06/26/2020		06/26/2020	13.56
89664	Maintenance	Paid by Check #26340		05/05/2020	06/26/2020	06/26/2020		06/26/2020	608.13
89768	Maintenance	Paid by Check #26340		05/05/2020	06/26/2020	06/26/2020		06/26/2020	9.73
89773	Maintenance	Paid by Check #26340		05/05/2020	06/26/2020	06/26/2020		06/26/2020	25.96
89774	Maintenance	Paid by Check #26340		05/05/2020	06/26/2020	06/26/2020		06/26/2020	3.90
89816	Maintenance	Paid by Check #26340		05/05/2020	06/26/2020	06/26/2020		06/26/2020	19.52
89863	Maintenance	Paid by Check #26340		05/05/2020	06/26/2020	06/26/2020		06/26/2020	15.61
89906	Maintenance	Paid by Check #26340		05/05/2020	06/26/2020	06/26/2020		06/26/2020	6.49
90150	Maintenance	Paid by Check #26340		05/05/2020	06/26/2020	06/26/2020		06/26/2020	19.51
90337	Maintenance	Paid by Check #26340		05/06/2020	06/26/2020	06/26/2020		06/26/2020	75.34
90502	Maintenance	Paid by Check #26340		05/06/2020	06/26/2020	06/26/2020		06/26/2020	19.29
90684	Maintenance	Paid by Check #26340		05/06/2020	06/26/2020	06/26/2020		06/26/2020	3.46
90776	Maintenance	Paid by Check #26340		05/06/2020	06/26/2020	06/26/2020		06/26/2020	19.95
90982	Maintenance	Paid by Check #26340		05/07/2020	06/26/2020	06/26/2020		06/26/2020	9.75
90993	Maintenance	Paid by Check #26340		05/07/2020	06/26/2020	06/26/2020		06/26/2020	27.32
90997	Maintenance	Paid by Check #26340		05/07/2020	06/26/2020	06/26/2020		06/26/2020	89.31
91074	Maintenance	Paid by Check #26340		05/07/2020	06/26/2020	06/26/2020		06/26/2020	34.04
91092	Maintenance	Paid by Check #26340		05/07/2020	06/26/2020	06/26/2020		06/26/2020	12.68
91131	Maintenance	Paid by Check #26340		05/07/2020	06/26/2020	06/26/2020		06/26/2020	241.49
91301	Maintenance	Paid by Check #26340		05/07/2020	06/26/2020	06/26/2020		06/26/2020	37.44
91302	Maintenance	Paid by Check #26340		05/07/2020	06/26/2020	06/26/2020		06/26/2020	13.66
91784	Maintenance	Paid by Check #26340		05/08/2020	06/26/2020	06/26/2020		06/26/2020	12.68
91829	Maintenance	Paid by Check #26340		05/08/2020	06/26/2020	06/26/2020		06/26/2020	120.98
91964	Maintenance	Paid by Check #26340		05/08/2020	06/26/2020	06/26/2020		06/26/2020	21.46
92067	Maintenance	Paid by Check #26340		05/08/2020	06/26/2020	06/26/2020		06/26/2020	9.73
92281	Maintenance	Paid by Check #26340		05/08/2020	06/26/2020	06/26/2020		06/26/2020	9.96
93626	Maintenance	Paid by Check #26340		05/11/2020	06/26/2020	06/26/2020		06/26/2020	1.17
93673	Maintenance	Paid by Check #26340		05/11/2020	06/26/2020	06/26/2020		06/26/2020	25.64
93676	Maintenance	Paid by Check #26340		05/11/2020	06/26/2020	06/26/2020		06/26/2020	27.32



Accounts Payable Invoice Report

Payment Date Range 06/22/20 - 06/26/20
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Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
93692	Maintenance	Paid by Check #26340		05/11/2020	06/26/2020	06/26/2020		06/26/2020	18.99
93719	Maintenance	Paid by Check #26340		05/11/2020	06/26/2020	06/26/2020		06/26/2020	1.17
93728	Maintenance	Paid by Check #26340		05/11/2020	06/26/2020	06/26/2020		06/26/2020	14.82
93791	Maintenance	Paid by Check #26340		05/11/2020	06/26/2020	06/26/2020		06/26/2020	14.88
93810	Maintenance	Paid by Check #26340		05/11/2020	06/26/2020	06/26/2020		06/26/2020	20.34
94095	Maintenance	Paid by Check #26340		05/11/2020	06/26/2020	06/26/2020		06/26/2020	19.99
94110	Maintenance	Paid by Check #26340		05/11/2020	06/26/2020	06/26/2020		06/26/2020	355.73
94113	Maintenance	Paid by Check #26340		05/11/2020	06/26/2020	06/26/2020		06/26/2020	16.28
94385	Maintenance	Paid by Check #26340		05/11/2020	06/26/2020	06/26/2020		06/26/2020	6.49
94396	Maintenance	Paid by Check #26340		05/12/2020	06/26/2020	06/26/2020		06/26/2020	226.74
94409	Maintenance	Paid by Check #26340		05/12/2020	06/26/2020	06/26/2020		06/26/2020	27.69
94470	Building Maintenance & Supplies	Paid by Check #26340		05/12/2020	06/26/2020	06/26/2020		06/26/2020	7.11
94475	Maintenance	Paid by Check #26340		05/12/2020	06/26/2020	06/26/2020		06/26/2020	6.82
94597	Maintenance	Paid by Check #26340		05/12/2020	06/26/2020	06/26/2020		06/26/2020	38.24
94630	Maintenance	Paid by Check #26340		05/12/2020	06/26/2020	06/26/2020		06/26/2020	6.43
94730	Maintenance	Paid by Check #26340		05/12/2020	06/26/2020	06/26/2020		06/26/2020	54.05
94738	Maintenance	Paid by Check #26340		05/12/2020	06/26/2020	06/26/2020		06/26/2020	8.08
94739	Maintenance	Paid by Check #26340		05/12/2020	06/26/2020	06/26/2020		06/26/2020	15.02
94740	Maintenance	Paid by Check #26340		05/12/2020	06/26/2020	06/26/2020		06/26/2020	6.25
94784	Maintenance	Paid by Check #26340		05/12/2020	06/26/2020	06/26/2020		06/26/2020	18.33
94822	Maintenance	Paid by Check #26340		05/12/2020	06/26/2020	06/26/2020		06/26/2020	128.82
95033	Maintenance	Paid by Check #26340		05/13/2020	06/26/2020	06/26/2020		06/26/2020	13.66
95070	Maintenance	Paid by Check #26340		05/13/2020	06/26/2020	06/26/2020		06/26/2020	36.94
95122	Maintenance	Paid by Check #26340		05/13/2020	06/26/2020	06/26/2020		06/26/2020	11.10
95124	Maintenance	Paid by Check #26340		05/13/2020	06/26/2020	06/26/2020		06/26/2020	12.68
95184	Maintenance	Paid by Check #26340		05/13/2020	06/26/2020	06/26/2020		06/26/2020	1.55
95211	Maintenance	Paid by Check #26340		05/13/2020	06/26/2020	06/26/2020		06/26/2020	19.12
95359	Maintenance	Paid by Check #26340		05/13/2020	06/26/2020	06/26/2020		06/26/2020	6.82
95374	Maintenance	Paid by Check #26340		05/13/2020	06/26/2020	06/26/2020		06/26/2020	.98
95665	Maintenance	Paid by Check #26340		05/14/2020	06/26/2020	06/26/2020		06/26/2020	17.47
95680	Maintenance	Paid by Check #26340		05/14/2020	06/26/2020	06/26/2020		06/26/2020	29.40
95717	Maintenance	Paid by Check #26340		05/14/2020	06/26/2020	06/26/2020		06/26/2020	23.24
95747	Maintenance	Paid by Check #26340		05/14/2020	06/26/2020	06/26/2020		06/26/2020	36.11
95752	Maintenance	Paid by Check #26340		05/14/2020	06/26/2020	06/26/2020		06/26/2020	4.87
95785	Maintenance	Paid by Check #26340		05/14/2020	06/26/2020	06/26/2020		06/26/2020	15.61
95811	Maintenance	Paid by Check #26340		05/14/2020	06/26/2020	06/26/2020		06/26/2020	11.09
95871	Maintenance	Paid by Check #26340		05/14/2020	06/26/2020	06/26/2020		06/26/2020	4.87
93618	Maintenance	Paid by Check #26340		05/15/2020	06/26/2020	06/26/2020		06/26/2020	21.69
96309	Maintenance	Paid by Check #26340		05/15/2020	06/26/2020	06/26/2020		06/26/2020	12.17
96454	Maintenance	Paid by Check #26340		05/15/2020	06/26/2020	06/26/2020		06/26/2020	30.05
96512	Maintenance	Paid by Check #26340		05/15/2020	06/26/2020	06/26/2020		06/26/2020	18.53
96628	Maintenance	Paid by Check #26340		05/15/2020	06/26/2020	06/26/2020		06/26/2020	3.24



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
98281	Maintenance	Paid by Check #26340		05/18/2020	06/26/2020	06/26/2020		06/26/2020	17.25
98318	Maintenance	Paid by Check #26340		05/18/2020	06/26/2020	06/26/2020		06/26/2020	40.54
98320	Maintenance	Paid by Check #26340		05/18/2020	06/26/2020	06/26/2020		06/26/2020	18.54
98351	Maintenance	Paid by Check #26340		05/18/2020	06/26/2020	06/26/2020		06/26/2020	16.28
98353	Maintenance	Paid by Check #26340		05/18/2020	06/26/2020	06/26/2020		06/26/2020	8.96
98387	Maintenance	Paid by Check #26340		05/18/2020	06/26/2020	06/26/2020		06/26/2020	3.48
98431	Maintenance	Paid by Check #26340		05/18/2020	06/26/2020	06/26/2020		06/26/2020	260.79
98678	Maintenance	Paid by Check #26340		05/18/2020	06/26/2020	06/26/2020		06/26/2020	48.79
98972	Maintenance	Paid by Check #26340		05/19/2020	06/26/2020	06/26/2020		06/26/2020	324.42
98988	Maintenance	Paid by Check #26340		05/19/2020	06/26/2020	06/26/2020		06/26/2020	9.43
99040	Maintenance	Paid by Check #26340		05/19/2020	06/26/2020	06/26/2020		06/26/2020	15.61
99061	Maintenance	Paid by Check #26340		05/19/2020	06/26/2020	06/26/2020		06/26/2020	42.93
99190	Building Maintenance & Supplies	Paid by Check #26340		05/19/2020	06/26/2020	06/26/2020		06/26/2020	72.24
99270	Maintenance	Paid by Check #26340		05/19/2020	06/26/2020	06/26/2020		06/26/2020	11.61
99321	Maintenance	Paid by Check #26340		05/19/2020	06/26/2020	06/26/2020		06/26/2020	33.71
100045	Maintenance	Paid by Check #26340		05/20/2020	06/26/2020	06/26/2020		06/26/2020	40.01
99647	Maintenance	Paid by Check #26340		05/20/2020	06/26/2020	06/26/2020		06/26/2020	32.21
99648	Maintenance	Paid by Check #26340		05/20/2020	06/26/2020	06/26/2020		06/26/2020	134.30
99732	Maintenance	Paid by Check #26340		05/20/2020	06/26/2020	06/26/2020		06/26/2020	33.19
99779	Maintenance	Paid by Check #26340		05/20/2020	06/26/2020	06/26/2020		06/26/2020	3.26
99965	Maintenance	Paid by Check #26340		05/20/2020	06/26/2020	06/26/2020		06/26/2020	5.26
100291	Maintenance	Paid by Check #26340		05/21/2020	06/26/2020	06/26/2020		06/26/2020	11.70
100293	Maintenance	Paid by Check #26340		05/21/2020	06/26/2020	06/26/2020		06/26/2020	19.79
100325	Maintenance	Paid by Check #26340		05/21/2020	06/26/2020	06/26/2020		06/26/2020	38.95
100341	Maintenance	Paid by Check #26340		05/21/2020	06/26/2020	06/26/2020		06/26/2020	5.96
100354	Maintenance	Paid by Check #26340		05/21/2020	06/26/2020	06/26/2020		06/26/2020	14.37
100424	Maintenance	Paid by Check #26340		05/21/2020	06/26/2020	06/26/2020		06/26/2020	16.76
100575	Maintenance	Paid by Check #26340		05/21/2020	06/26/2020	06/26/2020		06/26/2020	10.24
100862	Maintenance	Paid by Check #26340		05/22/2020	06/26/2020	06/26/2020		06/26/2020	324.42
100876	Maintenance	Paid by Check #26340		05/22/2020	06/26/2020	06/26/2020		06/26/2020	66.17
100931	Maintenance	Paid by Check #26340		05/22/2020	06/26/2020	06/26/2020		06/26/2020	9.17
101039	Maintenance	Paid by Check #26340		05/22/2020	06/26/2020	06/26/2020		06/26/2020	47.01
101733	Maintenance	Paid by Check #26340		05/23/2020	06/26/2020	06/26/2020		06/26/2020	16.59
103543	Maintenance	Paid by Check #26340		05/26/2020	06/26/2020	06/26/2020		06/26/2020	14.92
103548	Maintenance	Paid by Check #26340		05/26/2020	06/26/2020	06/26/2020		06/26/2020	114.02
103554	Maintenance	Paid by Check #26340		05/26/2020	06/26/2020	06/26/2020		06/26/2020	40.25
103657	Maintenance	Paid by Check #26340		05/26/2020	06/26/2020	06/26/2020		06/26/2020	3.90
103670	Maintenance	Paid by Check #26340		05/26/2020	06/26/2020	06/26/2020		06/26/2020	19.84
103820	Maintenance	Paid by Check #26340		05/26/2020	06/26/2020	06/26/2020		06/26/2020	77.56
103834	Maintenance	Paid by Check #26340		05/26/2020	06/26/2020	06/26/2020		06/26/2020	67.12
103842	Maintenance	Paid by Check #26340		05/26/2020	06/26/2020	06/26/2020		06/26/2020	15.78
103848	Maintenance	Paid by Check #26340		05/26/2020	06/26/2020	06/26/2020		06/26/2020	33.74



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104115	Maintenance	Paid by Check #26340		05/27/2020	06/26/2020	06/26/2020		06/26/2020	33.96
104147	Maintenance	Paid by Check #26340		05/27/2020	06/26/2020	06/26/2020		06/26/2020	62.47
104148	Maintenance	Paid by Check #26340		05/27/2020	06/26/2020	06/26/2020		06/26/2020	6.43
104165	Maintenance	Paid by Check #26340		05/27/2020	06/26/2020	06/26/2020		06/26/2020	6.43
104300	Maintenance	Paid by Check #26340		05/27/2020	06/26/2020	06/26/2020		06/26/2020	5.22
104706	Maintenance	Paid by Check #26340		05/28/2020	06/26/2020	06/26/2020		06/26/2020	84.63
104710	Maintenance	Paid by Check #26340		05/28/2020	06/26/2020	06/26/2020		06/26/2020	11.71
104732	Maintenance	Paid by Check #26340		05/28/2020	06/26/2020	06/26/2020		06/26/2020	62.46
104792	Maintenance	Paid by Check #26340		05/28/2020	06/26/2020	06/26/2020		06/26/2020	7.00
104854	Maintenance	Paid by Check #26340		05/28/2020	06/26/2020	06/26/2020		06/26/2020	6.43
104882	Maintenance	Paid by Check #26340		05/28/2020	06/26/2020	06/26/2020		06/26/2020	11.64
104911	Maintenance	Paid by Check #26340		05/28/2020	06/26/2020	06/26/2020		06/26/2020	29.39
104924	Maintenance	Paid by Check #26340		05/28/2020	06/26/2020	06/26/2020		06/26/2020	19.63
104942	Maintenance	Paid by Check #26340		05/28/2020	06/26/2020	06/26/2020		06/26/2020	9.75
104986	Maintenance	Paid by Check #26340		05/28/2020	06/26/2020	06/26/2020		06/26/2020	9.74
105016	Maintenance	Paid by Check #26340		05/28/2020	06/26/2020	06/26/2020		06/26/2020	279.02
105080	Maintenance	Paid by Check #26340		05/28/2020	06/26/2020	06/26/2020		06/26/2020	10.24
105093	Maintenance	Paid by Check #26340		05/28/2020	06/26/2020	06/26/2020		06/26/2020	19.11
105352	Maintenance	Paid by Check #26340		05/29/2020	06/26/2020	06/26/2020		06/26/2020	11.89
105399	Maintenance	Paid by Check #26340		05/29/2020	06/26/2020	06/26/2020		06/26/2020	6.77
105408	Maintenance	Paid by Check #26340		05/29/2020	06/26/2020	06/26/2020		06/26/2020	25.38
105447	Maintenance	Paid by Check #26340		05/29/2020	06/26/2020	06/26/2020		06/26/2020	6.24
105494	Maintenance	Paid by Check #26340		05/29/2020	06/26/2020	06/26/2020		06/26/2020	20.77
105590	Maintenance	Paid by Check #26340		05/29/2020	06/26/2020	06/26/2020		06/26/2020	1,376.00
Vendor 4 - Dinuba Lumber Company Totals				Invoices			150		\$7,503.80
Vendor 1506 - Enterprise FM Trust									
FBN3972261	FLEET LEASE PAYMENT	Paid by Check #26341		06/03/2020	06/26/2020	06/26/2020		06/26/2020	6,848.84
Vendor 1506 - Enterprise FM Trust Totals				Invoices			1		\$6,848.84
Vendor 1591 - Environment Control									
10764-299	JANITORIAL SERVICES - JUNE 2020	Paid by Check #26342		06/01/2020	06/26/2020	06/26/2020		06/26/2020	7,517.00
Vendor 1591 - Environment Control Totals				Invoices			1		\$7,517.00
Vendor 36 - Ewing Irrigation Products									
11916860	Fy 19/20-Prks-Supplies for El Monte wall infront of Pamela basin	Paid by Check #26343		06/19/2020	06/26/2020	06/26/2020	06/19/2020	06/26/2020	231.39
Vendor 36 - Ewing Irrigation Products Totals				Invoices			1		\$231.39
Vendor 235 - FERGUSON ENTERPRISES, LLC									
1543539	WATER DEPT SUPPLIES	Paid by Check #26344		05/14/2020	06/26/2020	06/26/2020		06/26/2020	10,086.77



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1553368	STREET SUPPLIES	Paid by Check #26344		06/15/2020	06/26/2020	06/26/2020			1,061.04
		Vendor 235 - FERGUSON ENTERPRISES, LLC Totals				Invoices	2		\$11,147.81
Vendor 1518 - Formation Environmental, LLC									
5747	DINUBA WELLFIELD REMEDIAL INVESTIGATION - MAY 2020	Paid by Check #26345		05/31/2020	06/26/2020	06/26/2020		06/26/2020	32,468.76
		Vendor 1518 - Formation Environmental, LLC Totals				Invoices	1		\$32,468.76
Vendor 1664 - Gee Manufacturing									
53296	Deposit for screening auger	Paid by Check #26346		06/10/2020	06/26/2020	06/26/2020		06/26/2020	4,000.00
		Vendor 1664 - Gee Manufacturing Totals				Invoices	1		\$4,000.00
Vendor 252 - Geil Enterprises, Inc.									
382664	TRANSIT ALARM JULY-SEPT 2020	Paid by Check #26347		07/01/2020	06/26/2020	06/26/2020		06/26/2020	291.00
382811	FY 2021 FIRE ALARM MONITORING JULY-SEPT 2020	Paid by Check #26347		07/01/2020	06/26/2020	06/26/2020		06/26/2020	270.00
		Vendor 252 - Geil Enterprises, Inc. Totals				Invoices	2		\$561.00
Vendor 68 - Grainger Inc.									
9514503425	VERTICAL FLOAT	Paid by Check #26348		04/24/2020	06/26/2020	06/26/2020		06/26/2020	300.25
9520180812	SUPPLIES FOR WATER DEPT	Paid by Check #26348		04/30/2020	06/26/2020	06/26/2020		06/26/2020	5.86
		Vendor 68 - Grainger Inc. Totals				Invoices	2		\$306.11
Vendor 242 - Green Box Rentals, Inc.									
73078	Fy 19/20-Sports-Mo rental storage cont @ rec center	Paid by Check #26349		04/30/2020	06/26/2020	06/26/2020	06/22/2020	06/26/2020	70.53
73082	Fy 19/20-Parks-Mo rental storage cont @ Vuich park	Paid by Check #26349		04/30/2020	06/26/2020	06/26/2020	06/22/2020	06/26/2020	81.38
		Vendor 242 - Green Box Rentals, Inc. Totals				Invoices	2		\$151.91
Vendor 1431 - Patricia Hartman									
6/19/20	Anthem	Paid by Check #26350		06/19/2020	06/26/2020	06/26/2020		06/26/2020	74.20
		Vendor 1431 - Patricia Hartman Totals				Invoices	1		\$74.20
Vendor 106 - J's Communciation Inc.									
57917	PD - Technical Service / Field Service Fees	Paid by Check #26351		06/12/2020	06/26/2020	06/26/2020		06/26/2020	210.00
		Vendor 106 - J's Communciation Inc. Totals				Invoices	1		\$210.00
Vendor 472 - Jacobson James & Associates									
2005.0253	SENTINEL WELL MONITORING - MAY 2020	Paid by Check #26352		06/09/2020	06/26/2020	06/26/2020		06/26/2020	787.81
		Vendor 472 - Jacobson James & Associates Totals				Invoices	1		\$787.81
Vendor 440 - Johnson Controls Security Solutions									
34437908	FY 20/21	Paid by Check #26353		06/06/2020	06/26/2020	06/26/2020		06/26/2020	425.10



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34437909	Fy 2021-Sportsplex Qtrly billing for fire servcs 7/20-9/20	Paid by Check #26353		06/06/2020	06/26/2020	06/26/2020	06/11/2020	06/26/2020	623.15
34437910	Fy 2021-Sportsplex-Qtrly billing for burglar servcs 7/20-9/20	Paid by Check #26353		06/06/2020	06/26/2020	06/26/2020	06/11/2020	06/26/2020	371.03
Vendor 440 - Johnson Controls Security Solutions Totals								Invoices 3	\$1,419.28
Vendor 5 - Jorgensen & Co.									
5883939	Fy 19/20-Parks-Fire ext. annual maint & service part	Paid by Check #26354		06/12/2020	06/26/2020	06/26/2020	06/19/2020	06/26/2020	182.04
Vendor 5 - Jorgensen & Co. Totals								Invoices 1	\$182.04
Vendor 216 - Key Design Locksmithing									
15804	REKEY FOR SPORTSPLEX	Paid by Check #26355		06/08/2020	06/26/2020	06/26/2020		06/26/2020	351.80
Vendor 216 - Key Design Locksmithing Totals								Invoices 1	\$351.80
Vendor 1652 - Michael Knopf, PE, PLS									
May 5, 2020	Dokken	Paid by Check #26356		05/05/2020	06/26/2020	06/26/2020		06/26/2020	11,761.54
Vendor 1652 - Michael Knopf, PE, PLS Totals								Invoices 1	\$11,761.54
Vendor 22 - Moore Twining Associates Inc.									
0129176	WATER SAMPLE TESTING WWTP - IN HOUSE	Paid by Check #26357		06/12/2020	06/26/2020	06/26/2020		06/26/2020	226.00
0129178	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #26357		06/12/2020	06/26/2020	06/26/2020		06/26/2020	88.00
0129348	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #26357		06/17/2020	06/26/2020	06/26/2020		06/26/2020	88.00
0129470	WATER SAMPLE TESTING WWTP - IN HOUSE	Paid by Check #26357		06/19/2020	06/26/2020	06/26/2020		06/26/2020	115.00
Vendor 22 - Moore Twining Associates Inc. Totals								Invoices 4	\$517.00
Vendor 749 - MuniServices									
INV06-00804	Clearview CA Q4 2019	Paid by Check #26358		04/30/2020	06/26/2020	06/26/2020		06/26/2020	450.00
Vendor 749 - MuniServices Totals								Invoices 1	\$450.00
Vendor 884 - Napa Auto Parts									
2317-581619	PARTS FOR PD 5	Paid by Check #26359		06/02/2020	06/26/2020	06/26/2020		06/26/2020	286.59
Vendor 884 - Napa Auto Parts Totals								Invoices 1	\$286.59
Vendor 514 - National Training Concepts Inc.									
20-039	PD - NTC Less Lethal Course 07/13/2020-07/14/2020	Paid by Check #26360		06/16/2020	06/26/2020	06/26/2020		06/26/2020	315.00
Vendor 514 - National Training Concepts Inc. Totals								Invoices 1	\$315.00
Vendor 142 - Office Depot BSD									
509583153001	OFFICE SUPPLIES	Paid by Check #26361		06/11/2020	06/26/2020	06/26/2020		06/26/2020	387.49
494025991001	PD - Supplies	Paid by Check #26361		06/08/2020	06/26/2020	06/26/2020		06/26/2020	30.36



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507447525001	PD - Supplies	Paid by Check #26361		06/09/2020	06/26/2020	06/26/2020		06/26/2020	55.31
507447950001	PD - Supplies	Paid by Check #26361		06/09/2020	06/26/2020	06/26/2020		06/26/2020	403.89
502532044001	Office Supplies - Office Depot	Paid by Check #26361		05/29/2020	06/26/2020	06/26/2020		06/26/2020	75.39
			Vendor 142 - Office Depot BSD Totals				Invoices	5	\$952.44
Vendor 76 - Pacific Gas & Electric									
250971736426/20	Utilities	Paid by Check #26362		06/09/2020	06/26/2020	06/26/2020		06/26/2020	41.06
962476921956/20	225 S L	Paid by Check #26362		06/09/2020	06/26/2020	06/26/2020		06/26/2020	115.11
354744710716/20	June 2020	Paid by Check #26362		06/11/2020	06/26/2020	06/26/2020		06/26/2020	668.64
284878382876/20	1455 Crawford	Paid by Check #26362		06/09/2020	06/26/2020	06/26/2020		06/26/2020	10.64
860727324976/20	1001 E El Paso	Paid by Check #26363		06/09/2020	06/26/2020	06/26/2020		06/26/2020	27.61
169314496946/20	Parks	Paid by Check #26362		06/10/2020	06/26/2020	06/26/2020		06/26/2020	235.58
339630846046/20	KAMM/O	Paid by Check #26363		06/10/2020	06/26/2020	06/26/2020		06/26/2020	10.01
774843071196/20	Parks	Paid by Check #26363		06/10/2020	06/26/2020	06/26/2020		06/26/2020	19.79
945914183256/20	Parks	Paid by Check #26363		06/10/2020	06/26/2020	06/26/2020		06/26/2020	9.87
294652070086/20	Parks	Paid by Check #26363		06/11/2020	06/26/2020	06/26/2020		06/26/2020	200.79
602118118766/20	201 Uruapan	Paid by Check #26363		06/11/2020	06/26/2020	06/26/2020		06/26/2020	1,619.96
731427487116/20	Parks	Paid by Check #26363		06/11/2020	06/26/2020	06/26/2020		06/26/2020	2,280.35
			Vendor 76 - Pacific Gas & Electric Totals				Invoices	12	\$5,239.41
Vendor 7 - Pena's Disposal Services									
514043	Mattress Charges	Paid by Check #26364		06/09/2020	06/26/2020	06/26/2020		06/26/2020	75.00
			Vendor 7 - Pena's Disposal Services Totals				Invoices	1	\$75.00
Vendor 1411 - Placer Title Company									
P-399681	Placer Title Garcia Kamm	Paid by Check #26366		06/19/2020	06/26/2020	06/26/2020		06/26/2020	25.00
P-399684	Placer Title Febres Kamm	Paid by Check #26365		06/19/2020	06/26/2020	06/26/2020		06/26/2020	25.00
			Vendor 1411 - Placer Title Company Totals				Invoices	2	\$50.00
Vendor 1565 - Quadient Finance USA, Inc.									
6.9.2020	postage	Paid by Check #26367		06/09/2020	06/26/2020	06/26/2020		06/26/2020	1,500.00
			Vendor 1565 - Quadient Finance USA, Inc. Totals				Invoices	1	\$1,500.00
Vendor 38 - Reedley Irrigation System									
RIS-POS03-10905	SUPPLIES FOR BUILDING MAINT	Paid by Check #26368		06/02/2020	06/26/2020	06/26/2020		06/26/2020	546.84
			Vendor 38 - Reedley Irrigation System Totals				Invoices	1	\$546.84
Vendor 349 - RES COM Pest Control									
1830032	PD - Dog Kennel Pest Control	Paid by Check #26369		06/17/2020	06/26/2020	06/26/2020		06/26/2020	44.00
			Vendor 349 - RES COM Pest Control Totals				Invoices	1	\$44.00
Vendor 1526 - Robert Soria Trucking									
14525	BASE ROCK	Paid by Check #26370		06/03/2020	06/26/2020	06/26/2020		06/26/2020	165.00
			Vendor 1526 - Robert Soria Trucking Totals				Invoices	1	\$165.00



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Vendor 1662 - Santander Leasing, LLC									
2475492	VacHunter Excavator 1st Lease payment	Paid by Check #26371		04/21/2020	06/26/2020	06/26/2020		06/26/2020	28,368.00
Vendor 1662 - Santander Leasing, LLC Totals							Invoices	1	\$28,368.00
Vendor 42 - Scout Specialties									
134968	STREET SUPPLIES	Paid by Check #26372		05/27/2020	06/26/2020	06/26/2020		06/26/2020	54.25
135056	SHOP SUPPLIES	Paid by Check #26372		05/29/2020	06/26/2020	06/26/2020		06/26/2020	268.08
Vendor 42 - Scout Specialties Totals							Invoices	2	\$322.33
Vendor 229 - Snap on Tools									
05292055544	SHOP TOOLS	Paid by Check #26373		05/29/2020	06/26/2020	06/26/2020		06/26/2020	53.38
06052055711	SHOP TOOLS	Paid by Check #26373		06/05/2020	06/26/2020	06/26/2020		06/26/2020	358.04
05292055546	SHOP TOOLS	Paid by Check #26373		06/12/2020	06/26/2020	06/26/2020		06/26/2020	67.54
Vendor 229 - Snap on Tools Totals							Invoices	3	\$478.96
Vendor 1447 - Monte Sylvester									
6/19/20	Anthem	Paid by Check #26374		06/19/2020	06/26/2020	06/26/2020		06/26/2020	264.66
Vendor 1447 - Monte Sylvester Totals							Invoices	1	\$264.66
Vendor 92 - Target Specialty Products									
INVP500142639	SQUIRREL & WEED CONTROL	Paid by Check #26375		06/03/2020	06/26/2020	06/26/2020		06/26/2020	878.95
INVP500145129	SQUIRREL CONTROL WWTP	Paid by Check #26375		06/05/2020	06/26/2020	06/26/2020		06/26/2020	275.53
Vendor 92 - Target Specialty Products Totals							Invoices	2	\$1,154.48
Vendor 866 - The Flower Box									
5/15/2020	PD - Sympathy Plant - Felipe Rodriguez Family	Paid by Check #26376		05/15/2020	06/26/2020	06/26/2020		06/26/2020	74.87
Vendor 866 - The Flower Box Totals							Invoices	1	\$74.87
Vendor 426 - Tioga Solar									
SLB-6244	SOLAR PRODUCTION FOR APRIL 2020	Paid by Check #26377		04/30/2020	06/26/2020	06/26/2020		06/26/2020	39,013.63
SLB-6383	SOLAR PRODUCTION FOR MAY 2020	Paid by Check #26377		05/31/2020	06/26/2020	06/26/2020		06/26/2020	45,471.93
Vendor 426 - Tioga Solar Totals							Invoices	2	\$84,485.56
Vendor 311 - Top Dog Training Center									
1250	PD - Lopez / K9 Walker Training	Paid by Check #26378		06/21/2020	06/26/2020	06/26/2020		06/26/2020	90.00
Vendor 311 - Top Dog Training Center Totals							Invoices	1	\$90.00
Vendor 902 - Tractor Supply Credit Plan									
0027 5/29/20	Supplies	Paid by Check #26379		05/29/2020	06/26/2020	06/26/2020		06/26/2020	81.33
Vendor 902 - Tractor Supply Credit Plan Totals							Invoices	1	\$81.33



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Vendor 49 - Tulare County									
17971	DECAL FOR ANIMAL CONTROL	Paid by Check #26380		06/02/2020	06/26/2020	06/26/2020		06/26/2020	80.81
Vendor 49 - Tulare County Totals							Invoices	1	\$80.81
Vendor 273 - US Bank									
416692085	June 2020	Paid by Check #26381		06/10/2020	06/26/2020	06/26/2020		06/26/2020	123.87
Vendor 273 - US Bank Totals							Invoices	1	\$123.87
Vendor 359 - Valero Marketing & Supply Company									
65894149	Fuels	Paid by Check #26310		06/06/2020	06/23/2020	06/23/2020		06/23/2020	3,683.76
Vendor 359 - Valero Marketing & Supply Company Totals							Invoices	1	\$3,683.76
Vendor 101 - Valley Soil & Forest Products									
37583	FILL SAND	Paid by Check #26382		06/02/2020	06/26/2020	06/26/2020		06/26/2020	434.00
Vendor 101 - Valley Soil & Forest Products Totals							Invoices	1	\$434.00
Vendor 354 - Verizon Wireless									
9856328361	PD - 05/11/2020 - 06/10/2020 Billing Charges	Paid by Check #26383		06/10/2020	06/26/2020	06/26/2020		06/26/2020	2,060.26
9856174506	Acct# 972514922-00001	Paid by Check #26384		06/07/2020	06/26/2020	06/26/2020		06/26/2020	419.71
Vendor 354 - Verizon Wireless Totals							Invoices	2	\$2,479.97
Vendor 297 - Vincent Communications, Inc.									
79580	Repairs	Paid by Check #26385		06/17/2020	06/26/2020	06/26/2020		06/26/2020	341.80
Vendor 297 - Vincent Communications, Inc. Totals							Invoices	1	\$341.80
Vendor 820 - Vulcan Materials Company									
72601409	AGGREGATE & ASPHALT	Paid by Check #26386		06/05/2020	06/26/2020	06/26/2020		06/26/2020	539.34
Vendor 820 - Vulcan Materials Company Totals							Invoices	1	\$539.34
Vendor 14 - W & E Electric									
2005006	CHECK BREAKERS AT WELL 14	Paid by Check #26387		05/01/2020	06/26/2020	06/26/2020		06/26/2020	90.00
Vendor 14 - W & E Electric Totals							Invoices	1	\$90.00
Vendor 549 - Wal-Mart									
2441 06/20	PD - Supplies	Paid by Check #26388		06/09/2020	06/26/2020	06/26/2020		06/26/2020	599.65
2482 5242020	WWTP SUPPLIES	Paid by Check #26389		05/24/2020	06/26/2020	06/26/2020		06/26/2020	108.46
Vendor 549 - Wal-Mart Totals							Invoices	2	\$708.11
Grand Totals							Invoices	266	\$306,997.70



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Vendor 72 - A-C Electric Company									
51059	TROUBLESHOOT RESERVOIR - 2007 N CRAWFORD	Paid by Check #26390		05/13/2020	07/02/2020	07/02/2020		07/02/2020	845.74
Vendor 72 - A-C Electric Company Totals							Invoices	1	\$845.74
Vendor 263 - Advantek Benefit Administrators									
2007 0011	Admin	Paid by Check #26392		06/25/2020	07/02/2020	07/02/2020		07/02/2020	62,176.99
6/26/20	Funding Request	Paid by Check #26391		06/26/2020	07/02/2020	07/02/2020		07/02/2020	6,603.35
Vendor 263 - Advantek Benefit Administrators Totals							Invoices	2	\$68,780.34
Vendor 522 - Allstar Towing									
37016	TOW FOR BUS 7	Paid by Check #26393		06/15/2020	07/02/2020	07/02/2020		07/02/2020	165.00
Vendor 522 - Allstar Towing Totals							Invoices	1	\$165.00
Vendor 66 - Alta Pump Company									
16028	SERVICE FOR RESERVOIR AT AVE 428 & CRAWFORD	Paid by Check #26394		05/19/2020	07/02/2020	07/02/2020		07/02/2020	950.00
Vendor 66 - Alta Pump Company Totals							Invoices	1	\$950.00
Vendor 17 - AT&T									
93910544676/20	Telephone	Paid by Check #26395		06/11/2020	07/02/2020	07/02/2020		07/02/2020	40.13
93910544626/20	DSC Phone 05/11 - 06/10/2020	Paid by Check #26395		06/11/2020	07/02/2020	07/02/2020		07/02/2020	80.80
93910547366/20	PD - 05/20/2020 - 06/19/2020 Billing Charges	Paid by Check #26395		06/20/2020	07/02/2020	07/02/2020		07/02/2020	81.53
Vendor 17 - AT&T Totals							Invoices	3	\$202.46
Vendor 289 - AT&T Mobility LLC									
2870151847346/20	June 2020	Paid by Check #26396		06/16/2020	07/02/2020	07/02/2020		07/02/2020	88.24
Vendor 289 - AT&T Mobility LLC Totals							Invoices	1	\$88.24
Vendor 65 - Banner Pest Control									
195679	PD - Removal of Pigeons Downtown	Paid by Check #26397		06/02/2020	07/02/2020	07/02/2020		07/02/2020	75.00
195874	PD - Removal of Pigeons Downtown	Paid by Check #26397		06/17/2020	07/02/2020	07/02/2020		07/02/2020	75.00
Vendor 65 - Banner Pest Control Totals							Invoices	2	\$150.00
Vendor 116 - BSK Analytical Laboratories									
AD05563	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #26398		03/23/2020	07/02/2020	07/02/2020		07/02/2020	144.00
AD12089	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #26398		06/22/2020	07/02/2020	07/02/2020		07/02/2020	144.00
AD12521	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #26398		06/29/2020	07/02/2020	07/02/2020		07/02/2020	144.00
Vendor 116 - BSK Analytical Laboratories Totals							Invoices	3	\$432.00



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Vendor 94 - California Public Employees Retirement									
06/11/20 adj,	mark wilder adjustment	Paid by EFT #1274		06/26/2020	06/29/2020	06/29/2020		06/29/2020	562.21
2020-00000562	31 - 457 - Employee CalPERS \$*	Paid by EFT #1273		06/26/2020	06/29/2020	06/29/2020		06/29/2020	10,591.69
6/7/20-6/20/20	Payroll 06/07/2020-06/20/2020	Paid by EFT #1275		06/26/2020	06/29/2020	06/29/2020		06/29/2020	77,323.45
Vendor 94 - California Public Employees Retirement Totals							Invoices	3	\$88,477.35
Vendor 333 - Cintas Corporation No. 2									
4054078607	PD - Janitorial Supplies	Paid by Check #26399		06/24/2020	07/02/2020	07/02/2020		07/02/2020	212.99
Vendor 333 - Cintas Corporation No. 2 Totals							Invoices	1	\$212.99
Vendor 1238 - Coleman & Horowitz, LLP									
413779	Gas Co.	Paid by Check #26400		05/31/2020	07/02/2020	07/02/2020		07/02/2020	262.40
Vendor 1238 - Coleman & Horowitz, LLP Totals							Invoices	1	\$262.40
Vendor 1473 - Country View Nursery									
3584	Fy 19/20-Parks-Trees for landscaping project	Paid by Check #26401		06/15/2020	07/02/2020	07/02/2020	06/23/2020	07/02/2020	259.80
Vendor 1473 - Country View Nursery Totals							Invoices	1	\$259.80
Vendor 719 - Department of Motor Vehicles									
3307350	PD - VC Books	Paid by Check #26402		06/18/2020	07/02/2020	07/02/2020		07/02/2020	186.08
Vendor 719 - Department of Motor Vehicles Totals							Invoices	1	\$186.08
Vendor 1663 - ESO Solutions, Inc.									
ESO-36492	ePCR	Paid by Check #26403		06/15/2020	07/02/2020	07/02/2020		07/02/2020	995.00
Vendor 1663 - ESO Solutions, Inc. Totals							Invoices	1	\$995.00
Vendor 36 - Ewing Irrigation Products									
11916909	Fy 19/20-Parks-Irrigation rotors w/risers	Paid by Check #26404		06/19/2020	07/02/2020	07/02/2020	06/23/2020	07/02/2020	915.10
Vendor 36 - Ewing Irrigation Products Totals							Invoices	1	\$915.10
Vendor 1453 - Excel Telecommunications									
1183576838	June 2020	Paid by Check #26405		06/11/2020	07/02/2020	07/02/2020		07/02/2020	22.81
Vendor 1453 - Excel Telecommunications Totals							Invoices	1	\$22.81
Vendor 35 - Federal Express Corporation									
7-042-75541	Communications	Paid by Check #26406		06/19/2020	07/02/2020	07/02/2020		07/02/2020	24.52
Vendor 35 - Federal Express Corporation Totals							Invoices	1	\$24.52
Vendor 235 - FERGUSON ENTERPRISES, LLC									
1555552	WATER DEPT SUPPLIES	Paid by Check #26407		06/23/2020	07/02/2020	07/02/2020		07/02/2020	102.06
Vendor 235 - FERGUSON ENTERPRISES, LLC Totals							Invoices	1	\$102.06
Vendor 765 - Future Ford of Clovis									



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782641	REPAIR PARTS FOR PD 06	Paid by Check #26408		06/15/2020	07/02/2020	07/02/2020		07/02/2020	155.75
Vendor 765 - Future Ford of Clovis Totals									155.75
Invoices									1
Vendor 83 - Galls LLC									
015891577	PD - Waypoint 300 Spotlights	Paid by Check #26409		06/18/2020	07/02/2020	07/02/2020		07/02/2020	662.57
Vendor 83 - Galls LLC Totals									662.57
Invoices									1
Vendor 252 - Geil Enterprises, Inc.									
382833	PD - Jul-Sep 2020 Quarterly Service / Entre Access Software	Paid by Check #26410		07/01/2020	07/02/2020	07/02/2020		07/02/2020	90.00
381739	SERVICES FIRE ALARMS AT PW	Paid by Check #26410		05/31/2020	07/02/2020	07/02/2020		07/02/2020	767.03
383190	FY 2021 - ALARM MONITORING JUL-SEP 2020	Paid by Check #26410		07/01/2020	07/02/2020	07/02/2020		07/02/2020	377.00
Vendor 252 - Geil Enterprises, Inc. Totals									1,234.03
Invoices									3
Vendor 604 - Ashley Greco									
Ed. Reimb. 6/20	Educ. Reimbursement	Paid by Check #26411		04/18/2020	07/02/2020	07/02/2020		07/02/2020	496.80
Vendor 604 - Ashley Greco Totals									496.80
Invoices									1
Vendor 1150 - Hoffman Security									
479071	DSC - Security Monitoring (July 2020)	Paid by Check #26412		06/20/2020	06/26/2020	06/26/2020		07/02/2020	105.00
Vendor 1150 - Hoffman Security Totals									105.00
Invoices									1
Vendor 5 - Jorgensen & Co.									
5883738	SEMI ANNUAL ANSUL SYSTEM SERVICE - SENIOR CENTER	Paid by Check #26413		06/11/2020	07/02/2020	07/02/2020		07/02/2020	956.32
Vendor 5 - Jorgensen & Co. Totals									956.32
Invoices									1
Vendor 216 - Key Design Locksmithing									
15816	KC PARK, DELGADO PARK KEYS	Paid by Check #26414		06/18/2020	07/02/2020	07/02/2020		07/02/2020	544.32
Vendor 216 - Key Design Locksmithing Totals									544.32
Invoices									1
Vendor 969 - Kings River Tractor, Inc.									
IR08553	KUBOTA TRACTOR DISC	Paid by Check #26415		06/16/2020	07/02/2020	07/02/2020		07/02/2020	15.72
Vendor 969 - Kings River Tractor, Inc. Totals									15.72
Invoices									1
Vendor 449 - Les Schwab Tire Centers of Central California									
55100222405	2 TIRES FOR WWRP 06	Paid by Check #26416		06/15/2020	07/02/2020	07/02/2020		07/02/2020	1,160.77
55100222477	4 TIRES FOR WWRP 12	Paid by Check #26416		06/16/2020	07/02/2020	07/02/2020		07/02/2020	1,560.29
Vendor 449 - Les Schwab Tire Centers of Central California Totals									2,721.06
Invoices									2
Vendor 89 - Liebert Cassidy Whitmore									
1499478	Legal Services (lawyers)	Paid by Check #26417		05/31/2020	07/02/2020	07/02/2020		07/02/2020	162.00
1499479	Legal Services (lawyers)	Paid by Check #26417		05/31/2020	07/02/2020	07/02/2020		07/02/2020	212.00



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1499480	Legal Services (lawyers)	Paid by Check #26417		05/31/2020	07/02/2020	07/02/2020		07/02/2020	1,221.00
1499481	Legal Services (lawyers)	Paid by Check #26417		05/31/2020	07/02/2020	07/02/2020		07/02/2020	2,650.00
Vendor 89 - Liebert Cassidy Whitmore Totals								Invoices 4	\$4,245.00
Vendor 1181 - McCormick, Kabot, Jenner & Lew									
12599	General	Paid by Check #26418		05/25/2020	07/02/2020	07/02/2020		07/02/2020	3,492.00
12600	Retainer	Paid by Check #26418		05/25/2020	07/02/2020	07/02/2020		07/02/2020	3,300.00
Vendor 1181 - McCormick, Kabot, Jenner & Lew Totals								Invoices 2	\$6,792.00
Vendor 22 - Moore Twining Associates Inc.									
0129541	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #26419		06/22/2020	07/02/2020	07/02/2020		07/02/2020	88.00
0129546	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #26419		06/22/2020	07/02/2020	07/02/2020		07/02/2020	88.00
0129651	BIOSOLIDS MONITORING	Paid by Check #26419		06/25/2020	07/02/2020	07/02/2020		07/02/2020	1,310.00
0129699	WATER SAMPLE TESTING WWTP - IN HOUSE	Paid by Check #26419		06/26/2020	07/02/2020	07/02/2020		07/02/2020	70.00
Vendor 22 - Moore Twining Associates Inc. Totals								Invoices 4	\$1,556.00
Vendor 142 - Office Depot BSD									
510179725001	Copy Paper	Paid by Check #26420		06/12/2020	07/02/2020	07/02/2020		07/02/2020	260.31
Vendor 142 - Office Depot BSD Totals								Invoices 1	\$260.31
Vendor 76 - Pacific Gas & Electric									
618305447406/20	496 E Tulare	Paid by Check #26421		06/11/2020	07/02/2020	07/02/2020		07/02/2020	3,993.13
316657841906/20	3007 Kamm	Paid by Check #26421		06/18/2020	07/02/2020	07/02/2020		07/02/2020	80.52
909971991136/20	477 S L	Paid by Check #26421		06/18/2020	07/02/2020	07/02/2020		07/02/2020	9.53
155771097456/20	1851 Kamm	Paid by Check #26422		06/15/2020	07/02/2020	07/02/2020		07/02/2020	1,728.64
831902407276/20	Parks	Paid by Check #26422		06/15/2020	07/02/2020	07/02/2020		07/02/2020	25.04
432339024696/20	Parks	Paid by Check #26422		06/16/2020	07/02/2020	07/02/2020		07/02/2020	62.10
854359817426/20	Parks	Paid by Check #26422		06/16/2020	07/02/2020	07/02/2020		07/02/2020	205.59
901837373536/20	Parks	Paid by Check #26422		06/16/2020	07/02/2020	07/02/2020		07/02/2020	905.00
919617675886/20	Parks	Paid by Check #26422		06/16/2020	07/02/2020	07/02/2020		07/02/2020	68.81
041816753175/20	PW	Paid by Check #26421		05/28/2020	07/02/2020	07/02/2020		07/02/2020	283.50
058483210135/20	Crawford/Gerald	Paid by Check #26421		05/28/2020	07/02/2020	07/02/2020		07/02/2020	86.71
312018483275/20	7387 W Sierra	Paid by Check #26424		05/28/2020	07/02/2020	07/02/2020		07/02/2020	8,960.15
323048378375/20	PW	Paid by Check #26424		05/28/2020	07/02/2020	07/02/2020		07/02/2020	9.86
459224718965/20	111 N Hayes	Paid by Check #26424		05/28/2020	07/02/2020	07/02/2020		07/02/2020	29.38
588309194015/20	188 N L St	Paid by Check #26426		05/28/2020	07/02/2020	07/02/2020		07/02/2020	22.87
821880068195/20	2099 W Sierra B	Paid by Check #26427		05/28/2020	07/02/2020	07/02/2020		07/02/2020	2,695.54
837649722675/20	PW	Paid by Check #26427		05/28/2020	07/02/2020	07/02/2020		07/02/2020	122.31
896878734585/20	651 W Saginaw	Paid by Check #26428		05/28/2020	07/02/2020	07/02/2020		07/02/2020	190.05
949217492255/20	1315 Euclid	Paid by Check #26428		05/28/2020	07/02/2020	07/02/2020		07/02/2020	9.86
475197165685/20	Hayes/Edwards	Paid by Check #26424		05/29/2020	07/02/2020	07/02/2020		07/02/2020	33.97



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477215765295/10	Alta/El Monte	Paid by Check #26425		05/29/2020	07/02/2020	07/02/2020		07/02/2020	117.97
489591720235/20	1286 Euclid	Paid by Check #26425		05/29/2020	07/02/2020	07/02/2020		07/02/2020	9.86
493969444875/20	110 S College	Paid by Check #26425		05/29/2020	07/02/2020	07/02/2020		07/02/2020	10.75
535548886275/20	912 Alta	Paid by Check #26426		05/29/2020	07/02/2020	07/02/2020		07/02/2020	55.91
565766708995/20	PW	Paid by Check #26426		05/29/2020	07/02/2020	07/02/2020		07/02/2020	73.50
665766702525/20	PW	Paid by Check #26426		05/29/2020	07/02/2020	07/02/2020		07/02/2020	56.10
864715010306/20	El Monte/Perry	Paid by Check #26428		05/29/2020	07/02/2020	07/02/2020		07/02/2020	53.13
168660015855/20	2255 W El Monte	Paid by Check #26423		05/31/2020	07/02/2020	07/02/2020		07/02/2020	55.33
506469548395/20	Crawford/El Monte	Paid by Check #26425		05/31/2020	07/02/2020	07/02/2020		07/02/2020	94.50
898192338785/20	150 W Saginaw	Paid by Check #26428		05/31/2020	07/02/2020	07/02/2020		07/02/2020	54.74
212523687136/20	1215 EL Monte	Paid by Check #26423		06/01/2020	07/02/2020	07/02/2020		07/02/2020	32.40
233750151146/20	250 Saginaw	Paid by Check #26423		06/01/2020	07/02/2020	07/02/2020		07/02/2020	29.88
245914958176/20	PW	Paid by Check #26424		06/01/2020	07/02/2020	07/02/2020		07/02/2020	851.27
839793222586/20	3481 El Monte	Paid by Check #26427		06/01/2020	07/02/2020	07/02/2020		07/02/2020	32.01
923705812636/20	2813 El Monte	Paid by Check #26428		06/01/2020	07/02/2020	07/02/2020		07/02/2020	31.31
057129638256/20	PW	Paid by Check #26421		06/02/2020	07/02/2020	07/02/2020		07/02/2020	109.54
141629409456/20	389 W El Monte	Paid by Check #26423		06/02/2020	07/02/2020	07/02/2020		07/02/2020	60.32
33564179666/20	KAMM/O	Paid by Check #26424		06/02/2020	07/02/2020	07/02/2020		07/02/2020	81.12
714934640946/20	PW	Paid by Check #26427		06/02/2020	07/02/2020	07/02/2020		07/02/2020	603.14
134445515956/20	PW	Paid by Check #26423		06/09/2020	07/02/2020	07/02/2020		07/02/2020	37.30
210475377886/20	155 W Merced	Paid by Check #26423		06/09/2020	07/02/2020	07/02/2020		07/02/2020	63.25
447571605186/20	180 W Merced A	Paid by Check #26424		06/09/2020	07/02/2020	07/02/2020		07/02/2020	625.02
605804926706/20	148 S M	Paid by Check #26426		06/09/2020	07/02/2020	07/02/2020		07/02/2020	35.35
630805446696/20	PW	Paid by Check #26426		06/09/2020	07/02/2020	07/02/2020		07/02/2020	10.51
768101241986/20	180 W Merced C	Paid by Check #26427		06/09/2020	07/02/2020	07/02/2020		07/02/2020	291.44
975086523736/20	180 Merced B	Paid by Check #26428		06/09/2020	07/02/2020	07/02/2020		07/02/2020	107.33
183409121306/20	100 Marshall	Paid by Check #26423		06/10/2020	07/02/2020	07/02/2020		07/02/2020	9.86
516730856046/20	Kamm/Alta	Paid by Check #26425		06/10/2020	07/02/2020	07/02/2020		07/02/2020	95.02
672472110626/20	Tulare/L	Paid by Check #26426		06/10/2020	07/02/2020	07/02/2020		07/02/2020	86.85
676638777016/20	Tulare/L	Paid by Check #26427		06/10/2020	07/02/2020	07/02/2020		07/02/2020	46.46
874409527916/20	301 E Kamm	Paid by Check #26428		06/10/2020	07/02/2020	07/02/2020		07/02/2020	9.86
496411368306/20	Milsap/Myrtle	Paid by Check #26425		06/11/2020	07/02/2020	07/02/2020		07/02/2020	83.23
502735657346/20	Randle Ave	Paid by Check #26425		06/11/2020	07/02/2020	07/02/2020		07/02/2020	41.93
847471995156/20	Alta/Kamm	Paid by Check #26427		06/11/2020	07/02/2020	07/02/2020		07/02/2020	68.43
			Vendor	76 - Pacific Gas & Electric Totals			Invoices	54	\$23,547.18
Vendor 7 - Pena's Disposal Services									
515171	Fy 19/20-Parks-Disposal service @ Vuich park	Paid by Check #26429		06/19/2020	07/02/2020	07/02/2020	06/24/2020	07/02/2020	325.52
515177	Cust No. 01-153360	Paid by Check #26429		06/19/2020	07/02/2020	07/02/2020		07/02/2020	2,428.64
			Vendor	7 - Pena's Disposal Services Totals			Invoices	2	\$2,754.16



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Vendor 1102 - RDO Equipment Co.									
W1107775	SERVICE FOR WOOD CHIPPER	Paid by Check #26430		04/30/2020	07/02/2020	07/02/2020		07/02/2020	143.41
Vendor 1102 - RDO Equipment Co. Totals							Invoices	1	\$143.41
Vendor 229 - Snap on Tools									
06192055990	SHOP TOOLS	Paid by Check #26431		06/19/2020	07/02/2020	07/02/2020		07/02/2020	87.02
Vendor 229 - Snap on Tools Totals							Invoices	1	\$87.02
Vendor 431 - Sparkletts									
5080520 062520	PD - Water Cooler Charges	Paid by Check #26432		06/25/2020	07/02/2020	07/02/2020		07/02/2020	153.55
Vendor 431 - Sparkletts Totals							Invoices	1	\$153.55
Vendor 163 - TAG/AMS Inc.									
2767568	PROFESSIONAL SERVICE	Paid by Check #26433		06/22/2020	07/02/2020	07/02/2020		07/02/2020	81.00
Vendor 163 - TAG/AMS Inc. Totals							Invoices	1	\$81.00
Vendor 92 - Target Specialty Products									
PSCM502277	CREDIT	Paid by Check #26434		03/24/2020	07/02/2020	07/02/2020		07/02/2020	(200.55)
INVP500064658	WEED CONTROL AT WWTP	Paid by Check #26434		03/25/2020	07/02/2020	07/02/2020		07/02/2020	1,286.70
INVP500065510	WWTP SUPPLIES	Paid by Check #26434		03/26/2020	07/02/2020	07/02/2020		07/02/2020	469.98
INVP500156672	WEED CONTROL WWTP	Paid by Check #26434		06/16/2020	07/02/2020	07/02/2020		07/02/2020	1,421.60
Vendor 92 - Target Specialty Products Totals							Invoices	4	\$2,977.73
Vendor 1633 - Toyota Industries Commercial Finance, Inc.									
4002792926	LITTER VACUUM LEASE PAYMENT	Paid by Check #26435		06/15/2020	07/02/2020	07/02/2020		07/02/2020	994.54
Vendor 1633 - Toyota Industries Commercial Finance, Inc. Totals							Invoices	1	\$994.54
Vendor 296 - Tulare Kings Veterinary Emergency									
122808	PD - Euthanasia Fee	Paid by Check #26436		06/05/2020	07/02/2020	07/02/2020		07/02/2020	50.00
124668	PD - Emergency & Euthanasia Fees	Paid by Check #26436		06/29/2020	07/02/2020	07/02/2020		07/02/2020	138.00
Vendor 296 - Tulare Kings Veterinary Emergency Totals							Invoices	2	\$188.00
Vendor 273 - US Bank									
7/1/20	Safe Drinking Water	Paid by EFT #1288		06/09/2020	07/01/2020	07/01/2020		07/01/2020	224,124.99
417068723	PD - Copiers Lease	Paid by Check #26437		06/17/2020	07/02/2020	07/02/2020		07/02/2020	907.06
Vendor 273 - US Bank Totals							Invoices	2	\$225,032.05
Vendor 154 - USA Bluebook									
268961	WATER DEPT SUPPLIES	Paid by Check #26438		06/16/2020	07/02/2020	07/02/2020		07/02/2020	1,453.61
272274	WATER DEPT SUPPLIES	Paid by Check #26438		06/19/2020	07/02/2020	07/02/2020		07/02/2020	1,635.64
Vendor 154 - USA Bluebook Totals							Invoices	2	\$3,089.25
Vendor 354 - Verizon Wireless									
9856678344	Admin	Paid by Check #26443		06/14/2020	07/02/2020	07/02/2020		07/02/2020	210.30



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
9856678345	CM	Paid by Check #26444		06/14/2020	07/02/2020	07/02/2020		07/02/2020	228.62
9856595252	FD	Paid by Check #26441		06/12/2020	07/02/2020	07/02/2020		07/02/2020	351.19
9856678343	FD	Paid by Check #26440		06/14/2020	07/02/2020	07/02/2020		07/02/2020	394.43
9856678342	Fy 19/20-Monthly dept cell phone bill	Paid by Check #26439		06/14/2020	07/02/2020	07/02/2020	06/24/2020	07/02/2020	1,020.96
9853378341	ADMIN PHONE CHARGES	Paid by Check #26442		06/14/2020	07/02/2020	07/02/2020		07/02/2020	283.60
Vendor 354 - Verizon Wireless Totals							Invoices	6	\$2,489.10
Vendor 934 - Visalia Police Association									
164	PD - Annual Range Fees	Paid by Check #26445		06/19/2020	07/02/2020	07/02/2020		07/02/2020	2,050.00
Vendor 934 - Visalia Police Association Totals							Invoices	1	\$2,050.00
Vendor 104 - Vision Service Plan									
809680813	July 2020 FY 20/21	Paid by Check #26446		06/19/2020	07/02/2020	07/02/2020		07/02/2020	3,033.40
Vendor 104 - Vision Service Plan Totals							Invoices	1	\$3,033.40
Vendor 820 - Vulcan Materials Company									
72617354	AGGREGATE & ASPHALT	Paid by Check #26447		06/19/2020	07/02/2020	07/02/2020		07/02/2020	381.32
Vendor 820 - Vulcan Materials Company Totals							Invoices	1	\$381.32
Vendor 549 - Wal-Mart									
2458 6/16/2020	Supplies	Paid by Check #26448		06/16/2020	07/02/2020	07/02/2020		07/02/2020	149.47
Vendor 549 - Wal-Mart Totals							Invoices	1	\$149.47
Vendor 1313 - Yezpe Plumbing									
06259	TOILET FILL VALVE - SENIOR CENTER	Paid by Check #26449		06/18/2020	07/02/2020	07/02/2020		07/02/2020	89.25
Vendor 1313 - Yezpe Plumbing Totals							Invoices	1	\$89.25
Grand Totals							Invoices	131	\$450,057.20



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 348 - Administrative Solutions, Inc.									
183757	Miscellaneous	Paid by Check #26450		07/01/2020	07/10/2020	07/10/2020		07/10/2020	192.00
		Vendor 348 - Administrative Solutions, Inc. Totals				Invoices	1		<u>\$192.00</u>
Vendor 351 - Anthem Blue Cross									
000120344837	Hartley 925M97595 FY 20/21	Paid by Check #26451		06/07/2020	07/10/2020	07/10/2020		07/10/2020	194.30
		Vendor 351 - Anthem Blue Cross Totals				Invoices	1		<u>\$194.30</u>
Vendor 17 - AT&T									
55959606495/20	PW	Paid by Check #26452		05/26/2020	07/10/2020	07/10/2020		07/10/2020	571.37
55959606495/20B	Telephone	Paid by Check #26504		05/26/2020	07/10/2020	07/10/2020		07/10/2020	571.37
93910372776/20	PW	Paid by Check #26452		06/10/2020	07/10/2020	07/10/2020		07/10/2020	23.20
93910372776/20B	Telephone	Paid by Check #26505		06/10/2020	07/10/2020	07/10/2020		07/10/2020	23.20
93910544726/20	PW	Paid by Check #26452		06/10/2020	07/10/2020	07/10/2020		07/10/2020	40.13
93910544726/20B	Telephone	Paid by Check #26505		06/10/2020	07/10/2020	07/10/2020		07/10/2020	40.13
93910544746/20	PW	Paid by Check #26452		06/10/2020	07/10/2020	07/10/2020		07/10/2020	40.35
93910544746/20B	Telephone	Paid by Check #26505		06/10/2020	07/10/2020	07/10/2020		07/10/2020	40.35
93910544776/20	PW	Paid by Check #26452		06/10/2020	07/10/2020	07/10/2020		07/10/2020	20.89
93910544776/20B	Telephone	Paid by Check #26505		06/10/2020	07/10/2020	07/10/2020		07/10/2020	20.89
93910544786/20	PW	Paid by Check #26452		06/10/2020	07/10/2020	07/10/2020		07/10/2020	20.89
93910544786/20B	Telephone	Paid by Check #26505		06/10/2020	07/10/2020	07/10/2020		07/10/2020	20.89
93910547416/20	PW	Paid by Check #26452		06/11/2020	07/10/2020	07/10/2020		07/10/2020	268.41
93910547416/20B	Telephone	Paid by Check #26505		06/11/2020	07/10/2020	07/10/2020		07/10/2020	268.41
		Vendor 17 - AT&T Totals				Invoices	14		<u>\$1,970.48</u>
Vendor 289 - AT&T Mobility LLC									
2872350721996/20	Telephone	Paid by Check #26453		06/16/2020	07/10/2020	07/10/2020		07/10/2020	84.72
2872932128686/20	PW	Paid by Check #26454		06/16/2020	07/10/2020	07/10/2020		07/10/2020	280.44
		Vendor 289 - AT&T Mobility LLC Totals				Invoices	2		<u>\$365.16</u>
Vendor 1665 - Behavioral Analysis Training, Inc.									
IV03437	PD Investigative Interview & Interrogation Training / 8/17-8/21	Paid by Check #26455		06/15/2020	07/10/2020	07/10/2020		07/10/2020	481.00
		Vendor 1665 - Behavioral Analysis Training, Inc. Totals				Invoices	1		<u>\$481.00</u>
Vendor 105 - Best Uniforms									
42400	PD - Uniform / Andrew Loera	Paid by Check #26456		06/17/2020	07/10/2020	07/10/2020		07/10/2020	328.74
		Vendor 105 - Best Uniforms Totals				Invoices	1		<u>\$328.74</u>
Vendor 335 - California Fire Chief's Association									
01001	7/1/20 - 6/30/21	Paid by Check #26457		07/01/2020	07/10/2020	07/10/2020		07/10/2020	960.00
		Vendor 335 - California Fire Chief's Association Totals				Invoices	1		<u>\$960.00</u>
Vendor 246 - Central San Joaquin Valley Risk Management Auth.									



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RMA 2021-0010	20/21 1st Quarter Deposits	Paid by Check #26458		07/02/2020	07/10/2020	07/10/2020		07/10/2020	436,216.00
Vendor 246 - Central San Joaquin Valley Risk Management Auth. Totals							Invoices	1	\$436,216.00
Vendor 127 - City of Visalia									
2226-48620 20-21	7/20 - 6/21 Hazmat	Paid by Check #26459		07/01/2020	07/10/2020	07/10/2020		07/10/2020	2,730.88
Vendor 127 - City of Visalia Totals							Invoices	1	\$2,730.88
Vendor 170 - Comcast									
0191269 6/20	201 Uruapan	Paid by Check #26461		06/22/2020	07/10/2020	07/10/2020		07/10/2020	217.97
0136611 062620	PD - 07/01/2020 - 07/31/2020 Billing Charges	Paid by Check #26460		06/26/2020	07/10/2020	07/10/2020		07/10/2020	54.55
Vendor 170 - Comcast Totals							Invoices	2	\$272.52
Vendor 1473 - Country View Nursery									
3600	Fy 2020-Viscaya Sub-Trees & plants for Viscaya landscaping	Paid by Check #26462		06/29/2020	07/10/2020	07/10/2020	07/01/2020	07/10/2020	4,019.87
3601	Fy 2020-Parkside Sub-Trees & plants for landscaping area	Paid by Check #26462		06/29/2020	07/10/2020	07/10/2020	06/29/2020	07/10/2020	2,916.26
Vendor 1473 - Country View Nursery Totals							Invoices	2	\$6,936.13
Vendor 1033 - Ubaldo De Haro									
Pleasanton 7/20	PD - NTC Less Lethal Instructor Training / 07/13-07/14/2020	Paid by Check #26463		07/02/2020	07/10/2020	07/10/2020		07/10/2020	167.00
Vendor 1033 - Ubaldo De Haro Totals							Invoices	1	\$167.00
Vendor 77 - Department of Justice									
455779	PD - June 2020 Blood Alcohol Analysis	Paid by Check #26464		06/30/2020	07/10/2020	07/10/2020		07/10/2020	35.00
457464	PD - June 2020 Fingerprints	Paid by Check #26464		06/30/2020	07/10/2020	07/10/2020		07/10/2020	166.00
Vendor 77 - Department of Justice Totals							Invoices	2	\$201.00
Vendor 200 - Dinuba Unified School District									
1637	FY 19/20 DSC - Senior Lunch Service, June 2020	Paid by Check #26465		07/01/2020	07/10/2020	07/10/2020		07/10/2020	3,960.00
Vendor 200 - Dinuba Unified School District Totals							Invoices	1	\$3,960.00
Vendor 836 - Engie Services U.S. Inc.									
90005104	O & M Fees, Dinuba Solar Ph II	Paid by Check #26466		02/25/2020	07/10/2020	07/10/2020		07/10/2020	35,156.15
Vendor 836 - Engie Services U.S. Inc. Totals							Invoices	1	\$35,156.15
Vendor 1506 - Enterprise FM Trust									
FBN3991616	PD - Vehicles Lease Charges	Paid by Check #26467		07/03/2020	07/10/2020	07/10/2020		07/10/2020	1,219.97
Vendor 1506 - Enterprise FM Trust Totals							Invoices	1	\$1,219.97
Vendor 280 - Entersect									
620EP31191	PD - June 2020 Agreement	Paid by Check #26468		06/30/2020	07/10/2020	07/10/2020		07/10/2020	100.00



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			Vendor 280 - Intersect Totals	Invoices			1		\$100.00
Vendor 935 - Evident, Inc.									
158951A	PD - Supplies	Paid by Check #26469		06/29/2020	07/10/2020	07/10/2020		07/10/2020	39.61
			Vendor 935 - Evident, Inc. Totals	Invoices			1		\$39.61
Vendor 36 - Ewing Irrigation Products									
11971517	Fy 2020-Parks-Supplies	Paid by Check #26470		06/25/2020	07/10/2020	07/10/2020	06/30/2020	07/10/2020	109.03
12007509	Fy 2020-Parks-Supplies	Paid by Check #26470		06/30/2020	07/10/2020	07/10/2020	06/30/2020	07/10/2020	70.12
12007908	Fy 2020-Parks-Supplies	Paid by Check #26470		06/30/2020	07/10/2020	07/10/2020	06/30/2020	07/10/2020	236.35
			Vendor 36 - Ewing Irrigation Products Totals	Invoices			3		\$415.50
Vendor 171 - Fruit Growers Supply Co.									
92158255	Fy 2020-Parks-4-Tee PVC's for irrigation	Paid by Check #26471		06/30/2020	07/10/2020	07/10/2020	06/30/2020	07/10/2020	69.78
			Vendor 171 - Fruit Growers Supply Co. Totals	Invoices			1		\$69.78
Vendor 18 - The Gas Company									
126315560037/20	FY 19-20 DSC Gas Co. 6/2 - 7/1/2020	Paid by Check #26472		07/03/2020	07/10/2020	07/10/2020		07/10/2020	21.40
18309854497/20	PD - 06/02/2020 -07/01/2020 Billing Charges	Paid by Check #26472		07/03/2020	07/10/2020	07/10/2020		07/10/2020	40.50
164115670076/20	110 S College	Paid by Check #26472		06/04/2020	07/10/2020	07/10/2020		07/10/2020	30.34
128552035976/20	1088 E Kamm	Paid by Check #26472		06/05/2020	07/10/2020	07/10/2020		07/10/2020	25.43
			Vendor 18 - The Gas Company Totals	Invoices			4		\$117.67
Vendor 1552 - Granicus									
128714	Novus Agenda Voting	Paid by Check #26473		07/01/2020	07/10/2020	07/10/2020		07/10/2020	8,550.00
			Vendor 1552 - Granicus Totals	Invoices			1		\$8,550.00
Vendor 242 - Green Box Rentals, Inc.									
74506	Fy 2020-Sports-Mo rental for storage cont @ rec center	Paid by Check #26474		06/30/2020	07/10/2020	07/10/2020	06/30/2020	07/10/2020	70.53
74511	Fy 2020-Parks-Mo rental storage @ Vuich prk	Paid by Check #26474		06/30/2020	07/10/2020	07/10/2020	06/30/2020	07/10/2020	81.38
			Vendor 242 - Green Box Rentals, Inc. Totals	Invoices			2		\$151.91
Vendor 139 - Henry Schein Inc.									
78313005	Supplies	Paid by Check #26475		06/12/2020	07/10/2020	07/10/2020		07/10/2020	936.19
79035808	Supplies	Paid by Check #26475		06/29/2020	07/10/2020	07/10/2020		07/10/2020	5.21
79089047	Supplies	Paid by Check #26475		06/29/2020	07/10/2020	07/10/2020		07/10/2020	285.33
			Vendor 139 - Henry Schein Inc. Totals	Invoices			3		\$1,226.73
Vendor 318 - Kingsburg Veterinary Clinic									
577210	PD - 06/22/2020 Euthanasia/Shelter Service	Paid by Check #26476		07/01/2020	07/10/2020	07/10/2020		07/10/2020	25.00



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
		Vendor	318 - Kingsburg Veterinary Clinic Totals			Invoices		1	\$25.00
Vendor 899 - NBS									
520000038	CFD Annexation	Paid by Check #26477		05/31/2020	07/10/2020	07/10/2020		07/10/2020	3,000.00
520000216	CFD Administration	Paid by Check #26477		06/20/2020	07/10/2020	07/10/2020		07/10/2020	1,152.76
520000217	1972 Act Landscaping FY 20/21	Paid by Check #26477		06/20/2020	07/10/2020	07/10/2020		07/10/2020	6,757.44
		Vendor	899 - NBS Totals			Invoices		3	\$10,910.20
Vendor 142 - Office Depot BSD									
100225754001	Office Supplies	Paid by Check #26478		06/23/2020	07/10/2020	07/10/2020		07/10/2020	31.93
100272684001	Office Supplies	Paid by Check #26478		06/23/2020	07/10/2020	07/10/2020		07/10/2020	57.70
100262993001	FY 19/20 DSC Office Supplies	Paid by Check #26478		06/25/2020	07/10/2020	07/10/2020		07/10/2020	110.62
100508495001	PD - Supplies	Paid by Check #26478		06/23/2020	07/10/2020	07/10/2020		07/10/2020	221.61
		Vendor	142 - Office Depot BSD Totals			Invoices		4	\$421.86
Vendor 954 - Office Overload Printing & Design									
16648	Sprinkler Insp Forms	Paid by Check #26479		06/30/2020	07/10/2020	07/10/2020		07/10/2020	85.12
		Vendor	954 - Office Overload Printing & Design Totals			Invoices		1	\$85.12
Vendor 76 - Pacific Gas & Electric									
502221469096/20	Parkside/Village	Paid by Check #26481		06/22/2020	07/10/2020	07/10/2020		07/10/2020	207.01
265692021586/20	El Monte/Lillie	Paid by Check #26481		06/24/2020	07/10/2020	07/10/2020		07/10/2020	10.47
519248951326/20	502 RD 72	Paid by Check #26481		06/24/2020	07/10/2020	07/10/2020		07/10/2020	10.27
777130818086/20	200 RD 72	Paid by Check #26481		06/24/2020	07/10/2020	07/10/2020		07/10/2020	9.53
245952415716/20	Northridge/Eaton	Paid by Check #26481		06/25/2020	07/10/2020	07/10/2020		07/10/2020	14.00
543881697546/20	Newton/Northridge	Paid by Check #26481		06/25/2020	07/10/2020	07/10/2020		07/10/2020	52.15
914674420586/20	Davis/Alta	Paid by Check #26481		06/25/2020	07/10/2020	07/10/2020		07/10/2020	18.22
159468019566/20	855 El Monte	Paid by Check #26480		06/26/2020	07/10/2020	07/10/2020		07/10/2020	251.47
497903928046/20	FY 19/20 DSC Electricity 5/28 - 6/25/2020	Paid by Check #26480		06/26/2020	07/10/2020	07/10/2020		07/10/2020	980.60
134971623576/20	Kamm/Green	Paid by Check #26480		06/12/2020	07/10/2020	07/10/2020		07/10/2020	6,730.38
156188827226/20	PW	Paid by Check #26480		06/14/2020	07/10/2020	07/10/2020		07/10/2020	125.16
954874984796/20	PW	Paid by Check #26483		06/14/2020	07/10/2020	07/10/2020		07/10/2020	70.80
0007927934-5	PW	Paid by Check #26480		06/15/2020	07/10/2020	07/10/2020		07/10/2020	84.57
207327719756/20	1088 E Kamm	Paid by Check #26482		06/15/2020	07/10/2020	07/10/2020		07/10/2020	3,743.39
338077954236/20	2007 Crawford	Paid by Check #26482		06/15/2020	07/10/2020	07/10/2020		07/10/2020	1,326.20
640799572506/20	PW	Paid by Check #26482		06/16/2020	07/10/2020	07/10/2020		07/10/2020	9,438.85
723267973796/20	PW	Paid by Check #26483		06/16/2020	07/10/2020	07/10/2020		07/10/2020	13,796.93
917922255336/20	PW	Paid by Check #26483		06/16/2020	07/10/2020	07/10/2020		07/10/2020	941.50
886695643256/20	PW	Paid by Check #26483		06/18/2020	07/10/2020	07/10/2020		07/10/2020	1,300.20
361657103896/20	PW	Paid by Check #26482		06/22/2020	07/10/2020	07/10/2020		07/10/2020	9,043.13
594966555036/20	PW	Paid by Check #26482		06/22/2020	07/10/2020	07/10/2020		07/10/2020	30.67
674421567816/20	PW	Paid by Check #26483		06/22/2020	07/10/2020	07/10/2020		07/10/2020	2,600.85



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037563698506/20	PW	Paid by Check #26480		06/25/2020	07/10/2020	07/10/2020		07/10/2020	77.45
312018483276/20	PW	Paid by Check #26482		06/25/2020	07/10/2020	07/10/2020		07/10/2020	9,720.77
821880068196/20	PW	Paid by Check #26483		06/25/2020	07/10/2020	07/10/2020		07/10/2020	2,346.24
			Vendor 76 - Pacific Gas & Electric Totals				Invoices	25	\$62,930.81
Vendor 61 - Silvas Oil Company Inc.									
164140CT	June 2020	Paid by Check #26484		06/30/2020	07/10/2020	07/10/2020		07/10/2020	1,957.92
			Vendor 61 - Silvas Oil Company Inc. Totals				Invoices	1	\$1,957.92
Vendor 431 - Sparkletts									
9406519 070120	Fy 20/21-Bottled wa & delivery service	Paid by Check #26485		07/01/2020	07/10/2020	07/10/2020	07/06/2020	07/10/2020	78.43
			Vendor 431 - Sparkletts Totals				Invoices	1	\$78.43
Vendor 214 - Stericycle, Inc.									
3005149980	July 2020	Paid by Check #26486		07/01/2020	07/10/2020	07/10/2020		07/10/2020	130.68
			Vendor 214 - Stericycle, Inc. Totals				Invoices	1	\$130.68
Vendor 434 - Target Solutions									
INV6465	7/1/20 - 6/30/21	Paid by Check #26487		06/11/2020	07/10/2020	07/10/2020		07/10/2020	3,649.32
			Vendor 434 - Target Solutions Totals				Invoices	1	\$3,649.32
Vendor 189 - Terminix International									
397771511	PD - Pest Control Service	Paid by Check #26488		06/18/2020	07/10/2020	07/10/2020		07/10/2020	23.00
			Vendor 189 - Terminix International Totals				Invoices	1	\$23.00
Vendor 1304 - TJKM									
0049428	Professional Traffic Engineering Services	Paid by Check #26489		02/29/2020	07/10/2020	07/10/2020		07/10/2020	4,957.21
0049539	Traffic Engineering Services	Paid by Check #26489		03/31/2020	07/10/2020	07/10/2020		07/10/2020	3,770.00
0049614	Professional Traffic Engineering Services	Paid by Check #26489		04/30/2020	07/10/2020	07/10/2020		07/10/2020	377.30
			Vendor 1304 - TJKM Totals				Invoices	3	\$9,104.51
Vendor 717 - TMI Research Services									
CITYOD 20-06-30	PD - PT ACO Backgrounds	Paid by Check #26490		06/30/2020	07/10/2020	07/10/2020		07/10/2020	160.00
			Vendor 717 - TMI Research Services Totals				Invoices	1	\$160.00
Vendor 1633 - Toyota Industries Commercial Finance, Inc.									
4002801254	Polaris XD Lease Payment 7-21-2020	Paid by Check #26491		06/26/2020	07/10/2020	07/10/2020		07/10/2020	296.74
			Vendor 1633 - Toyota Industries Commercial Finance, Inc. Totals				Invoices	1	\$296.74
Vendor 49 - Tulare County									
20/21 LAFCo	Shared Costs	Paid by Check #26492		06/24/2020	07/10/2020	07/10/2020		07/10/2020	9,769.05



Accounts Payable Invoice Report

Payment Date Range 07/06/20 - 07/10/20
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 49 - Tulare County Totals				Invoices	1	\$9,769.05
Vendor 1098 - Tyler Technologies									
045-305202	Project Accounting Training	Paid by Check #26493		05/30/2020	07/10/2020	07/10/2020		07/10/2020	320.00
			Vendor 1098 - Tyler Technologies Totals				Invoices	1	\$320.00
Vendor 1577 - Union Pacific Railroad Company									
03202-36	Union Pacific Railroad Company agreement fees	Paid by Check #26494		06/16/2020	07/10/2020	07/10/2020		07/10/2020	3,000.00
			Vendor 1577 - Union Pacific Railroad Company Totals				Invoices	1	\$3,000.00
Vendor 273 - US Bank									
417662780	Copy Machine	Paid by Check #26497		06/25/2020	07/10/2020	07/10/2020		07/10/2020	2,947.57
417662715	July 2020	Paid by Check #26495		06/25/2020	07/10/2020	07/10/2020		07/10/2020	423.94
417198405	DSC Copier Lease	Paid by Check #26496		06/19/2020	07/10/2020	07/10/2020		07/10/2020	294.89
			Vendor 273 - US Bank Totals				Invoices	3	\$3,666.40
Vendor 286 - Valley Uniform Center									
11284-1	Morales	Paid by Check #26498		06/27/2020	07/10/2020	07/10/2020		07/10/2020	196.36
			Vendor 286 - Valley Uniform Center Totals				Invoices	1	\$196.36
Vendor 1434 - Vast Networks									
22302	Internet	Paid by Check #26499		07/01/2020	07/10/2020	07/10/2020		07/10/2020	4,554.07
			Vendor 1434 - Vast Networks Totals				Invoices	1	\$4,554.07
Vendor 14 - W & E Electric									
2005005	Fy 2020-Parks-Srv call @ Centennial park re pressure switch	Paid by Check #26500		05/04/2020	07/10/2020	07/10/2020	06/10/2020	07/10/2020	90.00
			Vendor 14 - W & E Electric Totals				Invoices	1	\$90.00
Vendor 549 - Wal-Mart									
2474 6/24/20	Parks	Paid by Check #26501		06/24/2020	07/10/2020	07/10/2020		07/10/2020	94.77
			Vendor 549 - Wal-Mart Totals				Invoices	1	\$94.77
Vendor 209 - Zweigle Septic Service									
34595	PD - Handwash Station	Paid by Check #26502		07/06/2020	07/10/2020	07/10/2020		07/10/2020	65.00
			Vendor 209 - Zweigle Septic Service Totals				Invoices	1	\$65.00
Vendor Sophia Garcia									
Refund fees	Fy 2020-Sports-BB Season cancelled due to Covid-19	Paid by Check #26503		06/30/2020	07/10/2020	07/10/2020	06/30/2020	07/10/2020	46.00
			Vendor Sophia Garcia Totals				Invoices	1	\$46.00
			Grand Totals				Invoices	105	\$613,597.77



City Council Staff Report

Department: PUBLIC WORKS

July 14, 2020

To: Mayor and City Council
From: Ismael Hernandez, Public Works Director
By: George Avila, Business Manager
Subject: Resolution No. 2020-45 and Resolution No. 2020-46, Application for Permanent Local Housing Allocation Program Funding (IH)

RECOMMENDATION

Council hold a public hearing, accept public comment, close public hearing and by one motion take the following actions:

1. Adopt Resolution No. 2020-45 authorizing and adopting the Permanent Local Housing Allocation (PLHA) Program five year plan and certify that the public had adequate opportunity to review and comment on said plan; and,
2. Adopt Resolution No. 2020-46 authorizing the City Manager to execute a Permanent Local Housing Allocation (PLHA) application, the PLHA Standard Agreement, and any subsequent amendments or modifications thereto, and any necessary Program documents as required by the State's Department of Housing and Community Development.

EXECUTIVE SUMMARY

In 2017 Governor Brown signed a housing package aimed at addressing the State's housing shortage and high housing costs. Included in that package was the Building Homes and Jobs Act (SB2). The purpose of that legislation is to provide a permanent source of funding to all local governments in California to implement plans to increase the affordable housing stock. Through the Permanent Local Housing Allocation Program, the City is eligible to receive \$889,749 over a five year period for affordable housing projects. Staff proposes to use this allocation to provide financing for the development of Phase II of the Sierra Village housing project consisting of 64 unit affordable multi-family project on Davis and Crawford.

OUTSTANDING ISSUES

None.

DISCUSSION

The California Department of Housing and Community Development (Department) released a Notice of Funding Availability (NOFA) for approximately \$195 million in funding for the Permanent Local Housing Allocation (PLHA) program for Entitlement and Non-entitlement Local governments authorized by Senate Bill 2 (SB 2). SB 2 authorized HCD to allocate 70 percent of funds collected to local governments for eligible housing and homelessness activities.

The intent of the bill is to provide a permanent, on-going source of funding to local governments for housing-related projects and programs that assist in addressing the unmet housing needs of their communities. Allocations are distributed on an annual basis in response to an application defining the eligible planned use of funds for five years. The annual allocation for the City of Dinuba is \$148,291 for a five-year total of \$889,749.

Eligible activities include:

1. Predevelopment, development, acquisition, rehabilitation and preservation of multifamily, residential live work, rental housing that is affordable to extremely low-, very low-, or moderate-income households, including necessary operating subsidies.
2. Predevelopment, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing, including accessory dwelling units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of Area Median Income (AMI), or 150 percent of AMI in High-cost areas. ADU's shall be available for occupancy for a term of no less than 30 days.
3. Matching portions of funds into local or regional housing trust fund.
4. Matching portions of funds available through the Low- and Moderate Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.
5. Capitalize reserves for Services connected to the preservation and creation of new permanent supportive housing.
6. Assist persons experiencing or At risk of homelessness, including, but no limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.
7. Accessibility modifications in Lower-income Owner-occupied housing.
8. Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.
9. Homeownership opportunities, including, but not limited to, down payment assistance.
10. Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing projects or matching funds invested by the county in an Affordable housing development project in a city within the county, provided that the city has made an equal or greater investment in the project.

The City is required to develop an implementation plan for the subject allocation. The proposed plan must describe the manner in which the allocated funds will be used. The plan must also describe the way the local government will prioritize investments that increase the supply of housing for households with incomes at or below 60% of AMI and describe how the Plan is consistent with programs set forth in the City's Housing Element. The plan must also be authorized and approved by resolution, and the Council must ensure that the public had adequate opportunity to review and comment on the contents of the Plan.

Staff proposes the following five-year plan (See "Attachment A"):

1. Provide financing for the development Sierra Village II, a 64 unit affordable multifamily project serving households with income at or below 60% of AMI. The project will include 11 permanent supportive housing (PSH) units serving households with incomes at or below 30% of AMI.
2. Fund administrative costs associated with the administration of the proposed project. Five-percent of each annual allocation can be used to cover administrative cost. Staffing and overhead cost directly related to carrying out the eligible activities are "activity costs" not subject to the cap on "administrative cost."

Self Help Enterprises completed Phase I of the Sierra View Apartment in 2019. As part of Phase II, Self Help has committed to make available up to 5 units as supportive housing for the homeless. These units will be very helpful to provide much needed housing to the homeless population.

Upon conclusion of tonight's public hearing and upon considering public comment, it is recommended that the City Council adopt Resolution No. 2020-45, enclosed herein as "Attachment B", adopting the 5 year PLHA plan and certifying that the public had adequate opportunity to review and comment on the Plan. It is further recommended that the City Council adopt Resolution No. 2020-46, enclosed herein as "Attachment C", authorizing the City Manager to submit a PLHA Program Application, execute PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents related to the Program.

FISCAL IMPACT

Other than the cost associated with publishing the required public hearing announcement there are no costs related to applying for PLHA funding.

PUBLIC HEARING

A public hearing notice was published in the Visalia Times-Delta on July 3, 2020 and in the Mid-Valley Times on July 9, 2020.

ATTACHMENTS:

[A. 5 year PLHA Plan](#)

[B. Resolution Number 2020-45](#)

[C. Resolution Number 2020-46](#)

§302(c)(4) Plan

Rev. 5/20/20

§302(c)(4)(A) Describe the manner in which allocated funds will be used for eligible activities.

The City of Dinuba will utilize 100% of its five-year allocation to providing a gap loan for the development of Sierra Village II, a 64 unit affordable multifamily project restricted to serving households with incomes at or below 60% of AMI. The project will include 11 permeant supportive housing (PSH) units serving households with incomes at or below 30% of AMI.

§302(c)(4)(B) Provide a description of the way the Local government will prioritize investments that increase the supply of housing for households with incomes at or below 60 percent of Area Median Income (AMI).

The City of Dinuba will commit 100% of its five-year allocation to providing a gap loan for the construction of Sierra Village II, a 64 unit affordable multifamily project restricted to serving households with income at or below 60% of AMI.

§302(c)(4)(C) Provide a description of how the Plan is consistent with the programs set forth in the Local Government's Housing Element.

The development of a 64-unit affordable housing project directly supports the City's goal to assist in the development of adequate housing to meet the needs of extremely low-, very low-, low-, and moderate-income households and promotes equal housing opportunities for all persons, including those in special needs groups. Additionally, the PV component of the project supports the City's goal to promote energy conservation in all residential neighborhoods. The City will use 100% of its PLHA funds for this activity.

Activities Detail (Activities Detail (Must Make a Selection on Formula Allocation Application worksheet under Eligible Activities, §301))

§301(a)(1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-, very low-, low-, or moderate-income households, including necessary Operating subsidies.

§302(c)(4)(E)(i) Provide a description of how allocated funds will be used for each proposed Affordable Rental Housing Activity.

Funding will be used to provide a gap loan to cover construction expenses through the perm loan conversion and to fund reserves for supportive services for the new construction 64-unit affordable rental community.

Complete the table below for each proposed Affordable Rental Housing Activity to be funded with 2019-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting).

Funding Allocation Year	2019	2020	2021	2022	2022	2022	2022	2022	2023						
§302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Affordable Rental Housing Activity	100.00%	100.00%	100.00%	100.00%					100.00%						
§302(c)(4)(E)(ii) Area Median Income Level Served				20%	30%	45%	50%	60%							TOTAL
§302(c)(4)(E)(ii) Unmet share of the RHNA at the AMI Level															0
§302(c)(4)(E)(ii) Projected Number of Households Served	0	0	0	9	7	6	26	15							63

§302(c)(4)(E)(iv) Period of Affordability for the Proposed Affordable Rental Housing Activity (55 years required for rental housing projects)	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	
§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity.																
The project has all entitlements, and all other soft funding committed. Sponsor has submitted an application for 9% Tax Credits as of June 30, 2020 and anticipates 100% financing secured by September 2020. Lender/investor will be selected by October 30, 2020. Plan will be submitted for permits January 1, 2021, with construction financing closing and construction commencing by approximately March 1, 2021. Construction completion is anticipated April 2022, with 100% occupancy May 2022 and permanent loan closing December 2022.																
§301(a)(2) The predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.																
§301(a)(3) Matching portions of funds placed into Local or Regional Housing Trust Funds.																
§301(a)(4) Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.																
§301(a)(5) Capitalized Reserves for Services connected to the preservation and creation of new permanent supportive housing.																
§301(a)(6) Assisting persons who are experiencing or At risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.																
§301(a)(7) Accessibility modifications in Lower-income Owner-occupied housing.																
§301(a)(8) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.																
§301(a)(9) Homeownership opportunities, including, but not limited to, down payment assistance.																
§301(a)(10) Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing Projects, or matching funds invested by a county in an affordable housing development Project in a city within the county, provided that the city has made an equal or greater investment in the Project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an affordable housing Project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the affordable housing Project.																
File Name:	Plan Adoption	§302(c)(4)(D) Evidence that the Plan was authorized and adopted by resolution by the Local jurisdiction and that the public had an adequate opportunity to review and comment on its content.										Attached and on USB?	Yes			

RESOLUTION NUMBER 2020-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA AUTHORIZING AND ADOPTING THE PERMANENT LOCAL HOUSING ALLOCATION FIVE YEAR PLAN AND CERTIFYING THAT THE PUBLIC HAD ADEQUATE OPPORTUNITY TO REVIEW AND COMMENT ON THE PLAN

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

- A. WHEREAS, the Department is authorized to provide up to \$195 million under the SB 2 Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)).
- B. WHEREAS the State of California (the "State"), Department of Housing and Community Development ("Department") issued a Notice of Funding Availability ("NOFA") dated 02/26/2020 under the Permanent Local Housing Allocation (PLHA) Program;
- C. WHEREAS Applicant is an eligible Local government applying for the program to administer one or more eligible activities, or a Local or Regional Housing Trust Fund to whom an eligible Local government delegated its PLHA formula allocation.
- D. WHEREAS the Department may approve funding allocations for PLHA Program, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement and other contracts between the Department and PLHA grant recipients;

NOW THEREFORE BE IT RESOLVED THAT:

- 1. Applicant in pursuant with threshold requirements outlined in the PLHA NOFA, has provided adequate opportunity for the public to review and comment on the proposed PLHA five-year plan.
- 2. Applicant hereby agrees the PLHA plan contains eligible activities as approved by the Department and in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent with Local government's Housing Element.
- 3. Applicant is hereby authorized and adopts the PLHA five-year plan for the formula allocations, as stated in Appendix C of the current NOFA of **\$889,749** in accordance with all applicable rules and laws.

4. **Luis Patlan, City Manager** is authorized to submit the hereby adopted five-year PLHA plan and execute the PLHA Program Application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant awarded to Applicant, as the Department may deem appropriate.

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

AYES:

ABSTENTIONS:

NOES:

ABSENT:

BY:

MAYOR

Signature of Approving Officer
Linda Barkly, City of Dinuba City Clerk

INSTRUCTION: The attesting officer cannot be the person identified in the resolution as the authorized signor

CERTIFICATE OF THE ATTESTING OFFICER

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

ATTEST: _____
Signature of Attesting Officer
Linda Barkley, City of Dinuba City Clerk

RESOLUTION NUMBER 2020-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA AUTHORIZING THE CITY MANAGER TO EXECUTE A PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PROGRAM APPLICATION, THE PLHA STANDARD AGREEMENT, AND ANY SUBSEQUENT AMENDMENTS OR MODIFICATIONS THERETO, AND ANY NECESSARY PROGRAM DOCUMENTS AS REQUIRED BY THE DEPARTMENT

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

- A. WHEREAS, the Department is authorized to provide up to \$195 million under the SB 2 Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)).
- B. WHEREAS the State of California (the "State"), Department of Housing and Community Development ("Department") issued a Notice of Funding Availability ("NOFA") dated 02/26/2020 under the Permanent Local Housing Allocation (PLHA) Program;
- C. WHEREAS Applicant is an eligible Local government applying for the program to administer one or more eligible activities, or a Local or Regional Housing Trust Fund to whom an eligible Local government delegated its PLHA formula allocation.
- D. WHEREAS the Department may approve funding allocations for PLHA Program, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement and other contracts between the Department and PLHA grant recipients;

NOW THEREFORE BE IT RESOLVED THAT:

- 1. If Applicant receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.
- 2. Applicant is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix C of the current NOFA **\$889,749** in accordance with all applicable rules and laws.
- 3. Applicant hereby agrees to use the PLHA funds for eligible activities as approved by the Department and in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.

4. Applicant certifies that it was delegated by the *City of Dinuba Council* to submit an application on its behalf and administer the PLHA grant award for the formula allocation of PLHA funds, pursuant to Guidelines Section 300(c) and 300(d), and the legally binding agreement between the recipient of the PLHA funds and the Applicant is submitted with the PLHA application.
5. Applicant certifies that it has or will subgrant some or all of its PLHA funds to another entity or entities. Pursuant to Guidelines Section 302(c)(3), "entity" means a housing developer or program operator, but does not mean an administering Local government to whom a Local government may delegate its PLHA allocation
6. Applicant certifies that its selection process of these subgrantees was or will be accessible to the public and avoided or shall avoid any conflicts of interest.
7. Pursuant to Applicant's certification in this resolution, the PLHA funds will be expended only for eligible Activities and consistent with all program requirements.
8. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department.
9. **Luis Patlan, City Manager** is authorized to execute the PLHA Program Application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant awarded to Applicant, as the Department may deem appropriate.

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

AYES:

ABSTENTIONS:

NOES:

ABSENT:

BY:

MAYOR

Signature of Approving Officer
Linda Barkly, City of Dinuba City Clerk

INSTRUCTION: The attesting officer cannot be the person identified in the resolution as the authorized signor

CERTIFICATE OF THE ATTESTING OFFICER

The undersigned, Officer of the City of Dinuba does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of the Dinuba City Council which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or

rescinded since its date of adoption and is in full force and effect as of the date hereof.

ATTEST: _____

Signature of Attesting Officer

Linda Barkley, City of Dinuba City Clerk



City Council Staff Report

Department: PUBLIC WORKS

July 14, 2020

To: Mayor and City Council

From: Ismael Hernandez, Public Works Director

By: George Avila, Business Manager

Subject: Resolution No. 2020-48, Authorizing the Execution of a Contract between the City of Dinuba and Formation Environmental, LLC for the Dinuba Wellfield Remedial Investigation/Feasibility Study Project and Resolution Number 2020-49 Approving a FY 2020-21 Budget Amendment (IH)

RECOMMENDATION

Council by one motion take the following actions:

1. Adopt Resolution Number 2020-48 authorizing the Public Works Director or his designee to enter into a contract with Formation Environmental, LLC of Sacramento, California to provide the environmental, technical and scientific expertise and services necessary to implement the Dinuba Wellfield Remedial Investigation/Feasibility Study Project in the amount of \$1,868,874.
2. Adopt Resolution Number 2020-49 authorizing a FY 2020-21 Budget Amendment providing the necessary funding for the subject Project.

EXECUTIVE SUMMARY

The State Water Resources Control Board (SWRCB) will administer \$800 million of the Proposition 1 Groundwater Grant Program (GWGP) to prevent and cleanup the contamination of groundwater that serves as a source of drinking water. Under the GWGP, the City of Dinuba was awarded \$1,766,814 in grant funds to implement the Dinuba Wellfield Remedial Investigation/Feasibility Study Project. Formation Environmental, LLC has provided the City of Dinuba with an amendment to its existing Services Agreement for implementation of the Project in the amount of \$1,868,874. Staff recommends adoption of Resolution Number 2020-48 authorizing the Public Works Director to accept the amendment to the Services Agreement and enter into a contract with Formation Environmental, LLC for implementation of the Project. The adoption of Resolution Number 2020-49 will approve a budget amendment to provide the necessary funding for the Project.

OUTSTANDING ISSUES

None.

DISCUSSION

The Proposition 1 Groundwater Grant Program (GWGP) provides approximately \$900 million in grant funds for a Groundwater Sustainability Program put forth under Assembly Bill 1471, Chapter 10. The State Water Resources Control Board (SWRCB) will administer \$800 million of these funds to prevent and cleanup the contamination of groundwater that serves as a source of drinking water. Under the GWGP, the SWRCB has awarded the City of Dinuba over \$1.7M in grant funds to implement the Dinuba Wellfield Remedial Investigation/Feasibility Study Project.

The City of Dinuba relies on groundwater for its water supply. Over the years, groundwater in the vicinity of the City has been impacted by nitrates, DBCP, and 1,2,3-TCP related to agriculture use, and locally by nitrate from wastewater management practices. Due to these impacts, a number of wells have had to be taken out of service. The city's drinking water is safe by every established State and Federal metric; however, prevention of the further

spread of contamination and/or cleanup of the aquifers over time would result in a more resilient and secure water supply, save money on water treatment and well replacement, and help to meet regional water quality objectives.

The Dinuba Wellfield Remedial Investigation/Feasibility Study Project helps meet these objectives by evaluating and prioritizing implementation projects that will ensure our water remains safe for many generations to come. Once the study project is finalized, the city will be in a great position to submit one or more of the identified projects for funding under the next funding round of the GWGP. Some of examples of implementable projects would include:

1. Construction of additional groundwater recharge basins to replenish the City's groundwater aquifers.
2. Expand the "purple-pipe" system in the city's Reclamation, Conservation, Recreation (RCR) facility.
3. Installation of a Biolac Aeration System at the city's Wastewater Reclamation Facility. The Biolac Aeration System eliminates equalization, primary clarification, digestion, and other wastewater treatment steps by combining several other steps into a single cost-effective and easy-to-operate solution.

On March 26, 2019, the City Council adopted Resolution 2019-14, authorizing the city's Public Works Director or his Designee to carry out the Project, enter into a funding agreement with the SWRCB, designate a representative for the Project and accept and expend State funds for the Project. On July 1, 2020 the City's Public Works Director accepted and executed a Grant Agreement with the SWRCB. The Grant Agreement includes the terms, conditions, scope, schedule and budget for the work, and authorizes a grant of up to \$1,766,814 to execute the Project. The total anticipated cost of the Project is \$1,968,752, including a local match of \$201,938 which consists of a combination of in-kind services and local funding.

Formation Environmental, LLC has provided the City of Dinuba with an amendment to its existing Services Agreement for implementation of the Project. Formation's consulting team will provide technical and administrative support services to complete the Project, including:

- Project and grant management and coordination;
- Planning, Design, Engineering, Environmental Services including groundwater modeling, contaminant transport modelling & feasibility study;
- Monitoring/Performance including data collection, analysis and remedial investigation; and
- Community Outreach and Stakeholder Engagement.

The city is currently working with Formation Environmental, LLC under an existing consulting services agreement that specifies the terms and conditions for this work. Under this agreement the city has contracted with Formation Environmental to begin implementation of preliminary tasks in support of the project to expedite the schedule and be prepared to submit an implementation grant application when the next round of grant funding is solicited, which is expected to be late 2020 or early 2021. The Statement of Work attached hereto defines the complete scope, schedule and budget for the project, including the preliminary scope. A copy of the proposed amendment to the Statement of Work are included as "Attachment A".

Staff recommends sole source award of this contract given the specialized nature of the Project's scope of work. The proposed scope of work requires expertise in modeling, geochemistry, hydrogeology and water treatment engineering. The city's adopted Purchasing Policy states that "no competitive bidding is required for specialized services". Additionally, when the city applied for the Proposition 1 grant funds, the state required that the city provide information regarding the proposed project team's qualifications. The city's ability to leverage previous work and experience was a grant award evaluation criterion. Given Formation Environmental's familiarity with Dinuba and their technical expertise staff directed that Formation Environmental's assembled team be specified for implementation of the work.

Therefore, staff recommends City Council approve Resolution 2020-48 authorizing the execution of a contract between the City of Dinuba and Formation Environmental LLC in the amount of \$1,868,874. A copy of the Resolution is included as "Attachment B". Staff also recommends that City Council adopt Resolution Number 2020-49 approving a Budget Amendment for Fiscal Year 2020-21 Budget to provide the necessary funding to complete the subject Project. A copy of that Resolution is attached herein as "Attachment C".

FISCAL IMPACT

None.

PUBLIC HEARING

None.

ATTACHMENTS:

[A. Formation Environmental LLC Proposed Amendment](#)

[B. Resolution Number 2020-48](#)

[C. Resolution 2020-49](#)

FORMATION

ENVIRONMENTAL

FORMATION ENVIRONMENTAL, LLC CONSULTING SERVICES AGREEMENT

EXHIBIT A

Statement of Work No.: SAC-007

Statement of Work Date: 07/14/2020

STATEMENT OF WORK

To: City of Dinuba
Department of Public Works
1088 E. Kamm Ave.
Dinuba, CA 93618

Scope of Services: Subject and pursuant to the terms and conditions of that certain Client Services Agreement dated effective as of November 21, 2018 by and between Formation Environmental, LLC (“**Formation**”) and the City of Dinuba, CA (the “**CLIENT**”), Formation will perform the following Designated Services for CLIENT during the time period set forth below, and for the compensation described below.

Formation will provide the following Designated Services in response to the Dinuba Wellfield Remedial Investigation/Feasibility Study Project Grant Agreement (No. SWRCB D1912528) between the City of Dinuba and California State Water Resources Control Board (SWRCB) (Grant Agreement), dated 07/03/2020, with an eligible work start date of October 18, 2019. The Grant Agreement is included as Attachment A to this Statement of Work (SOW).

Exhibit A of the Grant Agreement (Attachment A hereto) details the Scope of Work and the Designated Services necessary to fulfill the terms and conditions of the Grant Agreement. Exhibit B of the Grant Agreement details the budget breakdown according to four categories applicable for Grant Agreement execution. Statements of Work Nos. 5 and 6 authorized the early implementation of selected tasks of the Grant Agreement Scope of Work to facilitate an implementation schedule that supports preparation of an grant application for one or more implementation projects in late 2020 or early 2021. Statement of Work 7 authorizes the implementation of the complete Grant Agreement Scope of Work included in Attachment A hereto. Following is a summary of Designated Services put forth in *Exhibit A* of the Grant Agreement, organized in accordance to the four main budget categories shown in *Exhibit B* of the Grant Agreement.

- **Direct Project Administration:**

- Provide all technical and administrative services as needed for Project completion; monitor, supervise, and review all work performed, coordinate budgeting and scheduling to ensure the Project is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations, provide proper notification to the Project Manager for upcoming field events, meetings, workshops and trainings; ;

**FORMATION ENVIRONMENTAL, LLC
CONSULTING SERVICES AGREEMENT**

- Coordinate and execute GPS data submittal to Project Manager and GeoTracker GAMA uploads;
- Establish a Technical Advisory Committee (TAC), conduct TAC meetings, and provide summary/record of meetings and TAC member responsibilities and schedule to the Project Manager;
- Complete quarterly project reporting to be submitted to the SWRCB's Project Manager and a draft and a final project report that to be submitted to the SWRCB's Project Manager and electronically via the Financial Assistance Application Submittal (FAAST) system.
- **Monitoring Performance:**
 - Prepare a Monitoring and Reporting Plan (MRP) and submit to the TAC for review;
 - Prepare and maintain a Quality Assurance Project Plan (QAPP);
 - Complete necessary environmental compliance and permitting;
 - Generate a Remedial Investigation/Feasibility Study (RI/FS) Study Workplan, submit plan to TAC and Project Manager for comment and approval, respectively;
 - Conduct a remedial investigation in accordance with the approved RI/FS Workplan;
 - Complete data compilation and Conceptual Site Model (CSM) development;
 - Acquire new data through groundwater sampling and supply well hydraulic and chemical profiling; and
 - Complete a RI/FS Report.
- **Planning/Design/Engineering/Environmental:**
 - Conduct a groundwater solute transport modeling effort in accordance with the approved RI/FS Workplan;
 - Prepare a Groundwater Solute Transport Model Technical Memorandum and submit to the TAC and Project Manager for comment and acceptance, respectively; and
 - Conduct a feasibility study in accordance with the approved RI/FS Workplan.
- **Education/Outreach:**
 - Establish a Stakeholder Advisory Committee (SAG), conduct SAG meetings, and provide summary/record of meetings and SAG member responsibilities and schedule to the Project Manager;

**FORMATION ENVIRONMENTAL, LLC
CONSULTING SERVICES AGREEMENT**

CLIENT shall provide Formation with sufficient working space and facilities, and any other services and materials that Formation may reasonably request, in order to perform the Designated Services. Upon request by CLIENT, and at CLIENT'S sole cost and expense, Formation shall provide to CLIENT detailed periodic reports, in a form reasonably prescribed by CLIENT from time to time, describing the Designated Services performed by Formation, including the status thereof.

Time Period: Formation shall perform the Designated Services described herein, and in accordance to, the Submittal Schedule detailed in Section A.4 of the attached Grant Agreement (Attachment A).

The period of service shall extend from the Grant Agreement's eligible work start date of October 18, 2019 through the Grant Agreement's work completion date of July 31, 2021.

Deliverables: Critical deliverables are put forth in the Submittal Schedule (Section A.4) in the Grant Agreement (Attachment A) as *Exhibit A.1 Scope of Work* and *Exhibit A.2.2 Reports*.

Compensation: The estimated total budget to implement to Designated Services described in Attachment A and assigned to Formation shall not exceed \$1,868,874 without prior approval on the following time and materials basis. This includes \$15,000 authorized for the implementation of Statement of Work 3, \$200,640 authorized for the implementation of Statement of Work 4, \$12,600 authorized for the implementation of Statement of Work 5, \$75,375 for the implementation of Statement of Work 6 and an additional \$1,565,259 for the implementation of the remaining services described in Attachment A that were not previously authorized.

In accordance to *Exhibit B, Section B.1*, of the Grant Agreement (Attachment A), the estimated reasonable total cost to execute the entire Grant Agreement is one million nine hundred sixty-eight thousand seven hundred fifty-three dollars (\$1,968,753). Of this total cost, one million seven hundred sixty-six thousand eight hundred fourteen dollars (\$1,766,814) is reimbursable by the SWRCB under the Proposition 1 Groundwater Planning Grant to the CLIENT. The remainder of the project cost estimate consists of a local match of \$201,939, which is anticipated to include \$99,879 of in-kind services and \$102,060 in cash payments of consultant invoices. Should the CLIENT request that Formation conduct some of the in-kind-services in lieu of CLIENT staff, a proposal would be submitted to the CLIENT for additional funds to support the Formation's increased effort. A budget breakdown is provided in Section B.1.5 of Attachment A.

With respect to the performance of the Designated Services described herein, CLIENT shall pay to Formation compensation in the form of professional service fees as follows:

Until changed by Formation upon at least thirty (30) days prior written notice to CLIENT, Formation shall charge the professional service fee rates under **Exhibit B** of the Client Services Agreement for personnel used by Formation to perform the Designated Services.



**FORMATION ENVIRONMENTAL, LLC
CONSULTING SERVICES AGREEMENT**

CLIENT shall also reimburse Formation for services, equipment and facilities not furnished directly by Formation in the performance of the Designated Services, and for the following out-of-pocket items of expense incurred in the performance of the Designated Services, in amounts computed as follows:

- (a) Formation's actual cost for expenses related to shipping, subsistence, transportation, travel, lodging, printing and reproduction, long distance communication, miscellaneous supplies and rentals; and
- (b) Formation's actual cost for expenses related to subcontracted services.

Formation is pleased to submit this Statement of Work to CLIENT for the performance of the Designated Services described herein. To accept this Statement of Work, please sign and date below, and email this Statement of Work to Formation Michael Tietze at mtietze@formationenv.com. Thank you.

FORMATION ENVIRONMENTAL, LLC

By: _____

Name: _____

Title: _____

CITY OF DINUBA

By: _____

Name: _____

Title: _____

RESOLUTION NUMBER 2020-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA AUTHORIZING THE PUBLIC WORKS DIRECTOR OR HIS DESIGNEE TO ENTER INTO A FUNDING AGREEMENT WITH FORMATION ENVIRONMENTAL, LLC, SACRAMENTO, CALIFORNIA TO PROVIDE SUPPORT AND EXECUTION SERVICES FOR THE DINUBA WELLFIELD REMEDIAL INVESTIGATION/ FEASIBILITY STUDY PROJECT

WHEREAS, the City of Dinuba (City) adopted Resolution 2019-14 authorizing the City's Public Works Director, or his Designee, to submit an application to the State Water Resources Control Board (SWRCB) for funding for the Dinuba Wellfield Remedial Investigation/Feasibility Study (Project) and, prior to the SWRCB executing a funding agreement, adopt a resolution authorizing an agent, or representative, to sign the funding agreement, amendments and requests for disbursement on behalf of the City, and to carry out other necessary Project-related activities; and

WHEREAS, the City's Public Works Director has accepted and signed a Grant Agreement with the SWRCB on behalf of the City of Dinuba (Agreement No. SWRCB D1912528 dated July 3, 2020 for implementation of the Project with a total estimated reasonable total cost of \$1,968,752, of which the SWRCB will reimburse up to \$1,766,814 and the City will fund the remaining \$201,938 through a local match consisting of a combination of in-kind services and cash payments of consultant invoices; and

WHEREAS, Formation Environmental, LLC (Formation) has assembled a consulting team to implement the Project and submitted an amendment to its existing Services Agreement with the City to perform the work for a fee not to exceed \$1,868,874.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the City of Dinuba Department of Public Works is hereby authorized to carry out the Project, enter into a contract for an amount not to exceed \$1,868,874 with Formation Environmental, LLC, of Sacramento, California to compensate and provide the necessary environmental, technical and scientific expertise and services to implement the Project; and

BE IT FURTHER RESOLVED AND ORDERED, that the Director of Public Works, or Designee, is hereby authorized and designated to sign, for and on behalf of the City, the contract with Formation for the Project and any amendments thereto; and

BE IT FURTHER RESOLVED AND ORDERED, that the Director of Public Works, or Designee, is hereby authorized and designated to represent the City in carrying out the City's responsibilities under the funding agreement, including providing in-kind services to support the Project, and certifying invoices and disbursement requests for Project costs on behalf of the City and compliance with applicable state and federal laws.

BE IT FURTHER RESOLVED AND ORDERED, that any and all actions, whether previously or subsequently taken by the City, which are consistent with the intent and purposes of the foregoing resolution, shall be, and hereby are, in all respects, ratified, approved and confirmed.

THEREFORE, BE IT RESOLVED that this resolution is adopted and approved by the City Council of the City of Dinuba on this 14th day of July 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

BY:

ATTEST:

MAYOR

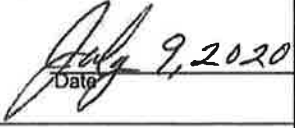
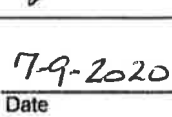
CITY CLERK



Exhibit "A"

REQUEST FOR BUDGET AMENDMENT
Budget Number 2021-1

Requested by: George Avila

Account Numbers	Fund Name Description	Budget Amounts	
		Increase	Decrease
REVENUES			
230 230-413-1111	Water Operating Fund Balance Intergovt, Prop 1B	1,766,814	201,938
APPROPRIATIONS			
230-70-703-680-1190	Feasibility Study	1,968,752	
Reason(s) for Budget Amendment: This budget amendment to the FY 2020/21 Adopted Budget is necessary to provide the required funding for the Dinuba Wellfield Remedial Investigation/Feasibility Study Project. This Project will identify, evaluate and prioritize implementation projects that reduce the undesired impacts of nitrate, DBCP, and TCP to Dinuba's drinking water aquifers through containment and cleanup.			
Department Director	 Signature	 Date	July 9, 2020
Approval Required Budget Amendment:			
Administrative Services Director	 Signature	 Date	7-9-2020
City Manager	 Signature	 Date	
City Council: ☐ Approved ☐ Resolution # _____ ☐ Denied		 Date	
BA # _____ JE # _____ Date Posted _____ By: _____			

RESOLUTION 2020-49

**A RESOLUTION OF THE COUNCIL OF THE CITY OF DINUBA
APPROVING A FY 2020/2021 BUDGET AMENDMENT TO FUND
THE DINUBA WELLFIELD REMEDIAL INVESTIGATION/FEASIBILITY STUDY**

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

WHEREAS, the FY 2020/21 Annual Budget; was approved by the City Council on June 23, 2020 by Resolution 2020-36 and any subsequent amendments must be approved by Resolution; and

WHEREAS, the City of Dinuba was awarded 1,766,814 in Proposition 1 Groundwater Grant Program (GWGP) grant funds to implement the Dinuba Wellfield Remedial Investigation/Feasibility Study Project to identify, evaluate, and prioritize implementation projects that reduce the undesired impacts of nitrate, DBCP and TCP contaminants to Dinuba's drinking water aquifers through containment and clean-up; and

WHEREAS, the total anticipated cost of the Project is \$1,968,752 including a local match of \$201,938 which consist of in-kind services and Project related expenses; and

WHEREAS, the City has an existing Consulting Services Agreement with Formation Environmental, LLC for professional services related to the City's water system and recommends the existing agreement be amended to include the scope of work funded through the Proposition 1 Groundwater Grant Program In the amount of \$1,868,874; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Dinuba approves a FY 2020/21 Budget Amendment in the amount of \$1,968,752 to fund the cost of the Dinuba Wellfield Remedial Investigation/Feasibility Study Project (See Exhibit "A").

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

AYES:

NOES:

ABSTAIN:

ABSENT:

BY:

ATTEST:

Mayor of the City of Dinuba

City Clerk



City Council Staff Report

Department: PUBLIC WORKS

July 14, 2020

To: Mayor and City Council
From: Ismael Hernandez, Public Works Director
By: George Avila, Business Manager
Subject: Resolution No.2020-39, Proposed Joint Powers Agreement creating a 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. Since the beginning, 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 apparent that transit operations in their current form are difficult to sustain. Transit ridership has been decreasing throughout the country and the cost to operate a traditional transit model is constantly increasing. 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 based on declining ridership and fare box revenues.

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 of 2018 TCAG hired a consulting team to evaluate and make recommendations for improved transit efficiency and regional coordination in our region.

After a comprehensive review the consulting team put together some options for transit improvements 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 the potential for exploring a Joint Powers Authority (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 Power Authority to form a Regional Transit Agency. The City of Visalia was the only city not participating at this time.

Staff has reviewed the information and believes that it would be in the City's best interest to execute the JPA and recommends approval. Below is a summary of the pros and cons of transitioning to a regional agency:

PROS:

- Regional coordination of public transit system across multiple jurisdictions to improve efficiency and long-term sustainability
- Create economy of scale by streamlining transit operations into one entity to provide services at the lowest cost possible
- Transit administration for all members would be transferred to the JPA for centralized management and reporting
- Transit riders would be able to move efficiently across all systems
- General Fund contributions for transit operations would be reduced or eliminated

CONS:

- Reduced flexibility to determine fares and service levels at the local level
- Potential cost savings may or may not materialize
- Positions allocated to transit would need to be transferred to other funds

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. As of the time this report is being written all Tulare County Transit Providers have approved the JPA with the exception of Visalia.

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](#)

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: ENGINEER/PLANNING

July 14, 2020

To: Mayor and City Council
From: Jason Watts, City Engineer
By: Elva Patino, Fiscal Analyst II
Subject: Award of Contract for the Kern Street Storm Drain Improvements Project; CDBG Project No. 18-CDBG-12906 and Resolution Number 2020-50 Approving a FY 2020-21 Budget Amendment (JW)

RECOMMENDATION

Council by one motion take the following actions:

1. Award the contract for the Kern Street Storm Drain Improvements Project to Bill Nelson General Engineering Construction, Inc. in the amount of \$3,492,785.00 and authorize the City Manager or designee to execute the contract documents.
2. Adopt Resolution Number 2020-50 authorizing a FY 20-21 Budget Amendment providing the necessary funding for the subject project.

EXECUTIVE SUMMARY

The City has been allocated Community Development Block Grant (CDBG) funding for the Kern Street Storm Drain Improvements Project. The project consists of installing storm drain infrastructure downtown along Kern Street in order to address the City's severely undersized storm drain system which currently cannot handle periods of heavy rainfall. The project was formally advertised and five bids were received on July 1, 2020. The lowest responsive bid was received from Bill Nelson General Engineering Construction, Inc. in the amount of \$3,492,785.00. In order to establish the budget for this project it is necessary to adopt Resolution No. 2020-50 a budget amendment to provide the necessary funding for the project.

OUTSTANDING ISSUES

None.

DISCUSSION

The City of Dinuba applied for and received an award of \$3.0 million in CDBG grant funds for the Kern Street Storm Drain Improvements Project. The existing storm drain facilities downtown are currently inadequate and cannot handle periods of heavy rainfall. During a heavy rainfall event, the downtown area will experience extreme flooding which severely impacts businesses and property owners in the downtown area. The project will address the continuous flooding that occurs in the downtown area, specifically along Kern Street.

The Kern Street Storm Drain Improvements Project will consist of installing approximately 7,600 lineal feet of storm drain pipe to replace the undersized storm drain facilities. The project will be located along Kern Street from Q Street to College Avenue and K, J, & I Street from Kern Street to Tulare Street and M Street from Kern Street to Merced Street and Tulare Street from M Street to L Street as shown on the Vicinity Map (Attachment 'C'). In addition to the storm drain improvements, the project will include the removal and replacement of concrete curb ramps due to the damage that will be caused by the construction of the new storm drain inlets.

Staff solicited bids and received a total of five proposals by the July 1, 2020 deadline. The bids are summarized, as follows:

CONTRACTOR	BASE BID	ADD. ALT. #1	ADD. ALT. #2	TOTAL
Bill Nelson General Engineering Construction, Inc.	\$3,492,785.00	\$82,137.00	\$536,425.00	\$4,111,347.00
Emmet's Excavation, Inc.	\$3,658,972.00	\$56,516.00	\$409,841.00	\$4,125,329.00
JT2, Inc. dba Todd Companies	\$3,755,000.00	\$63,243.00	\$435,232.00	\$4,253,475.00
Dawson Mauldin, LLC	\$4,064,850.04	\$49,326.00	\$398,527.00	\$4,512,703.04
A. Teichert & Son, Inc. dba Teichert Construction	\$4,535,000.00	\$124,660.00	\$623,700.00	\$5,283,360.00

The lowest base bid was submitted by Bill Nelson General Engineering Construction, Inc. in the amount of \$3,492,785.00. Staff is recommending that the base bid be awarded to Bill Nelson General Engineering Construction, Inc at this time. However, staff has submitted a request to the state (HCD) for an additional \$600,000 in CDBG funds to cover Additive Alternate #1 and Additive Alternate #2 in the amount of \$618,562. Staff is optimistic that the state will award these additional funds. If awarded, staff will prepare and present to the Council a change order at a later date to include Additive Alternate #1 and #2.

Additive Alternate #1 consists of the removal and replacement of various concrete curb ramps, along the storm drain alignment, that do not involve the construction of storm drain inlets. The base bid includes the removal and replacement of concrete curb ramps adjacent to the new storm drain inlets. Additive Alternate #2 consists grinding and overlaying the roadways that are affected by the storm drain improvements in order to rehabilitate the existing roadways, but also provide a more aesthetically pleasing finished product downtown.

Yamabe & Horn Engineering has worked with the contractor on various projects in other jurisdictions. The contractor has a proven track record and experience in completing these types of projects. Therefore, Staff recommends the award to Bill Nelson General Engineering Construction, Inc. in the amount of \$3,492,785.00. A copy of the bid from Bill Nelson General Engineering Construction, Inc. is enclosed herein as Attachment 'A'. In addition, Staff recommends that City Council consider adopting resolution number 2020-50 approving a Budget Amendment for the Fiscal Year 2020-21 Budget to provide the necessary funding to complete the subject project. A copy of the Resolution is attached herein as Attachment 'B'.

FISCAL IMPACT

The project totaling \$3,492,785.00 will be funded with \$3,000,000.00 by the Community Development Block Grant Program and the remainder by Local Funds.

PUBLIC HEARING

None.

ATTACHMENTS:

[A. Bill Nelson General Engineering Construction Inc. Bid Proposal](#)

[B. Budget Amendment and Resolution](#)

[C. Vicinity Map](#)



The Gray Insurance Company
The Gray Casualty & Surety Company

Bid Bond

Know all men by these presents:

THAT Bill Nelson GEC, Inc.

of Fresno, CA

hereinafter called the Principal, and The Gray Insurance Company of Metairie, Louisiana, a corporation duly organized under the laws of the State of Louisiana, as Surety, hereinafter called the Surety, are held firmly bound unto City of Dinuba as Obligee, hereinafter called the Obligee, in the sum of Ten Percent of Amount Bid (10%) for the payment of which sum and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid:

Job Number: N/A

Project Description: Kern Street Storm Drain Improvements Projects CDBG Project No. 18-CDBG-12892

Project Location: Dinuba, CA

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specialized in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed this 23rd day of June, 2020, by:

Principal: Bill Nelson GEC, Inc.

Signature and Title:

Bill Nelson
Bill Nelson, President

Witness:

Signature:

Laura Smith
James B. [unclear]

Surety: The Gray Insurance Company

Attorney-in-Fact: Chelsea Arnold

Witness:

Signature:

James Arnold
Chen Arnold

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

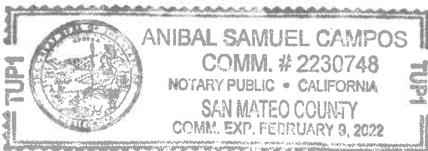
State of California)

County of Contra Costa)On JUN 23 2020 before me, Anibal Samuel Campos, Notary Public
Date Here Insert Name and Title of the Officerpersonally appeared Chelsea Arnold
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☒ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: Bid Bond

Principal: Bill Nelson GEC, Inc.

Project: Kern Street Storm Drain Improvements Projects CDBG Project No. 18-CDBG-12892

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint Steven N. Passerine, Kathleen Earle, Anibal Samuel Campos, Chelsea Arnold, and Benjamin Wolfe of San Mateo, California jointly and severally on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$10,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 12th day of September, 2011.



By:

Michael T. Gray
Michael T. Gray
President, The Gray Insurance Company
and
Vice President,
The Gray Casualty & Surety Company

Attest:

Mark S. Manguno
Mark S. Manguno
Secretary,
The Gray Insurance Company,
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 12th day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Lisa S. Millar

Lisa S. Millar, Notary Public, Parish of Orleans
State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies, this 23rd day of June, 2020.



Mark S. Manguno
Mark S. Manguno, Secretary
The Gray Insurance Company
The Gray Casualty & Surety Company

June 26, 2020

ADDENDUM NO. 1
CITY OF DINUBA

KERN STREET STORM DRAIN IMPROVEMENTS PROJECT
FEDERAL PROJECT NO. 18-CDBG-12892

NOTICE

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

1. SPECIFICATIONS, NOTICE INVITING BIDS

Due to precautions related to COVID-19, sealed proposals **will not** be delivered to the office of the City Clerk. Sealed proposals **shall be** delivered to the office of the City Engineer at Yamabe & Horn Engineering Inc., 2985 N. Burl Avenue, Suite 101, Fresno, CA 93727.

The first paragraph on page NIB-1 of the project specifications shall be revised as shown below:

"Sealed proposals will be received at the office of the City Engineer, 2985 N. Burl Avenue, Suite 101, Fresno, CA, 93727, until **Wednesday, July 1, 2020 at 2:30 p.m.**, at which time they will be publicly opened and read in said building for construction in accordance with the specifications therefore, to which special reference is made as follows:"

2. RESPONSE TO BIDDER INQUIRES

Question #1:

SP1.05 states contract completion is 45 working days. The contractor is limited to working on the storm drain to 1 block at a time. The working time is not adequate. Will City look at contract time? Will time be added for add Alternate 1&2?

Answer #1:

The base bid contract working days shall be revised to eighty (80) working days. If Additive Alternate #1 is awarded, then an additional five (5) working days shall be granted. If Additive Alternate #2 is awarded, then an additional ten (10) working days shall be granted.

Question #2:

Was a geotechnical report done for the project? Is report available?

Answer #2:

There is no geotechnical report available. Based upon past projects, the existing soil conditions are assumed to be dense soil mixed with clay.

Question #3:

Special notes #2 (sheet 4) says existing streets may have 8"-12" of cementitious material in the sub-grade. To bid project accordingly, should there not be a bid item for this unknown quantity?

Answer #3:

The removal of the cementitious material in the subgrade shall be included in Bid item #3 clearing and grubbing and no additional payment will be made therefor. The assumption is the 8"-12" of cementitious material is under the entire street section of the storm drain trench alignment. The City shall receive a credit for the areas where the cementitious material is not encountered.

Question #4:

54" pipe is not made in ADS product called out on plan. Can 60" be substituted?

Answer #4:

ADS does not manufacture a 54" pipe, therefore the plans will be revised to substitute the 54" pipe for 60" pipe. The Bid quantity for the 54" storm drain pipe will be eliminated from the bid schedule and the bid quantity for the 60" storm drain pipe will increase based on the additional 60" pipe substitution. Refer to the revised bid proposal attached.

Question #5:

Station 10+54.16(sheet 2) calls for a 48" manhole on a 60" run of pipe. Should this be changed to a 72" manhole? What type of pipe is contractor removing (60")?

Answer #5:

The existing manhole on sheet 2 is a 72" manhole. The existing 60" storm drain pipe to be removed is assumed to be RCP. Contractor shall bid accordingly.

Question #6:

What is the scheduled date to start the work on this project? Will it start right away or might there be some delays due to funding ect?

Answer #6:

The City of Dinuba has already received the authorization to use the funding. The City anticipates to start the project as soon as possible.

Question #7:

Has City applied for an OSHA Classification for the Bore Pit?

Answer #7:

The contractor is responsible for all permits required and all OSHA compliance classifications.

Question #8:

Section 12.07 Lime Treatment and 12.08 Measurement: talk about lime treatment, import borrow, and select fill. In section 12.09 it states all these items will be paid per unit price for either cubic yard or square yard. Does city plan to add bid items for these?

Answer #8:

Additional bid items for Lime treatment will not be added to the bid proposal. Lime treatment is an option for material stabilization where poor quality soils are encountered. The backfill material is depicted in the 'Pipe Trench Detail', as shown on Sheet 17 of the plans. Backfill material shall be included in the "Install Storm Drain Pipe" bid items.

Question #9:

Section SP2 Explanation of Bid Items, Bid Item 2 says contractor can only shut down 1 block at time for storm drain installation. Does this apply to just storm drain or is it demo, concrete work, paving, striping completed? Only 45 working days(9weeks)?

Answer #9:

The Construction activity related to the storm drain pipe trench excavation, pipe installation, and backfill shall be completed **two blocks** at a time to minimize traffic impacts. Demolition/installation of concrete curb, gutter, and sidewalk shall be completed via shoulder closure. Contractor shall work diligently to cause minimal impacts to businesses and residents affected by construction activities.

Question #10:

Special Provisions SP1.05 - Beginning of work and the time of completions; states "The Contractor ...shall diligently prosecute all contract work to completion before the expiration of 45 working days".

Is The City only allowing 45 working days for completion of the project? Will the City allow for work on weekends as this may be the only way to complete the project in time? Will any additional time be added if the bid alternates are awarded? If so, how much time will be added?

Answer #10:

Repeated RFI, refer to question 1

Question #11:

Has a soils report been completed for the project and can it be shared with the bidding contractors? If the contractor is unaware of how much cementitious material is under the existing asphalt or how sandy the soil is during excavation for storm drain pipe, the result will be a higher price that will be passed along to The City.

Answer #11:

There is no soils report available for this project. Contractor shall assume 8 to 12 inches of cementitious material throughout the project as delineated on the plans and no additional payment will be made therefore.

Question #12:

Special Provisions SP1.10 - Permit and Licenses; states the following "The Contractor shall obtain permits from the State Division of Industrial Safety, Encroachment Permit from the City of Dinuba in the amount of \$140 plus 4% of the Contract cost," Is the contractor to bid 4% of the total costs of the project at bid time? Is the percentage referenced based on the total costs for the base bid only or should this include the alternates?

Answer #12:

The 4% is based upon the base bid proposal submitted by the Contractor. If one or both additive alternates are selected, the cost increase shall be reflected in the miscellaneous bid item for each additive alternate as delineated in the explanation of bid items.

Question #13:

Due to the limited working days for the project and the safety concerns for working in the street in sandy soil conditions, will the City allow for Pre-Cast Manhole Bases?

Answer #13:

Yes

Question #14:

The Equal Employment Opportunity Certification on BP-17 is to be submitted by the Prime Contractor for the bid. Are the subcontractors required to complete this form and submit with the bid?

Answer #14:

The Equal Opportunity Certification on BP-17 is required by the Equal Employment Opportunity Regulations of the Secretary of Labor and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under exempt.)

Question #15:

The Pipe Trench Detail (M2) on plan sheet 17 calls out Class II Sand for the initial pipe backfill. However, General Provision 18.3 states "after the pipe has been laid to line and grade, the trench shall be backfilled to the spring line of the pipe with **selected native material** placed by hand and compacted. **Selected native material** shall then be placed by hand to a level one foot above the top of the pipe" Can selected native material be used for initial backfill or will The City require Class II Sand on the initial backfill?

Answer #15:

Contractor shall follow the Pipe Trench Detail shown on sheet 17 for acceptable backfill material. Any deviations from the detail shall be approved by the manufacturer.

Question #16:

The Page BP-18 of the bid documents asks the bidder to list the affirmative action steps taken to seek out Disadvantaged Business Enterprise (DBE). Can the DBE Good Faith Efforts be submitted to the City after the bid as specified in section 2.133B of the State Standard Specifications? The state allows for DBE Good Faith Effort Documentation to be submitted no later than 4 p.m. on the 5th day after the bid opening.

Answer #16:

Yes, the DBE Good Faith Effort Documentation shall be submitted before 4 p.m. on the 4th day after the bid opening.

Question #17:

Do the following Bid Forms need to be filled out in their entirety and submitted with the bid?

1. Statement of Work Force Needs - BP-20 & BP-21
2. Bidder's Proposed Section 3 Contracts/Subcontracts - BP-23
3. Bidder's Section 3 Proposed New Hires - BP-24

How does the contractor fill out the form if they do not have a need for additional work force? Can the City provided help in filling out these forms if they are required to be submitted with the bid?

Answer #17:

The Contractor is required to fill out every form located with the Bid Proposal (BP) pages appropriately. If the Contractor does not have any information to include on the form, the Contractor is still required to show that they have no information to fill in.

Questions #18:

Detail M8 sheet 17 calls for contractor to match color and pattern of decorative concrete at intersection. This is not possible as the existing is older and appears to be sealed. Will City provide color to use?

Answer #18:

The contractor will be required to submit color samples for the color of the decorative concrete as part of the submittal. The City will select the color based upon the options provided by the contractor. The color shall be matched as close as possible.

Question #19:

I do not see a Union Pacific permit for the bore under the railroad tracks. Has City applied for the railroad permit? Does city have a contact number for the railroad to check the railroad protective insurance and flagging cost?

Answer #19:

There is no permit required for the City of Dinuba. The City is only required to execute the Pipeline Crossing Agreement which is getting executed now.

The Contractor is required to execute a right of entry (ROE) agreement with San Joaquin Valley Railroad (SJVRR) prior to the jack and bore operations. The City will be responsible for the fees associated with that Agreement. The Contractor will also be required to acquire railroad protective insurance, please refer to the agreement attached for additional information. For flagging costs, please refer to the revised bid proposal attached.

Question #20:

Is there a DBE requirement for this project

Answer #20:

This project does not have a Disadvantage Business Enterprise (DBE) percentage requirement, but Contractors are required to seek out and consider DBE businesses when submitting their bid proposal. Please refer to page PB-18.

Question #21:

Will the boring operation be a 24-hour operation?

Answer #21:

As stated on page 4 of the project plans "Contractor shall continually bore, without stoppage, until the leading edge of the pipe has exited zone A per the project specifications".

3. SPECIFICATIONS, TABLE OF CONTENTS

The table of contents has been updated per the revisions in this addendum. Contractor shall replace the Table of Contents with the pages attached to this addendum.

4. SPECIFICATIONS, BID PROPOSAL

The bid proposal form has been revised as follows:

- a. Addition of Bid Item No. 25 "Railroad Flagging"
- b. Removal of Bid Item #18 "Install 54" Storm Drain Pipe"
- c. Revision of quantity for Bid Item #4 "Hot Mix Asphalt" from 2,035 TONS to 2,044 TONS.
- d. Revision of quantity for Bid Item #9 "Construct Concrete Patch" from 2,102 SF to 2,180 SF.
- e. Revision of quantity for Bid Item #12 "Connect to Existing Storm Drain System" from 8 EA to 12 EA.

- f. Revision of quantity for Bid Item #13 "Construct 48" Storm Drain Manhole" from 20 EA to 23 EA.
- g. Revision of quantity for Bid Item #15 " Install 18" Storm Drain Pipe" from 925 LF to 976 LF.
- h. Revision of quantity for Bid Item #18 "Install 60" Storm Drain Pipe" from 2,742 LF to 3,248 LF

Contractor shall replace all bid proposal forms (BP Pages) with the bid proposal forms attached.

5. SPECIFICATIONS, SECTION 20 – STORM DRAINAGE FACILITIES

Section 20 shall be revised to include the additional subsections as follows:

20.12 MANDREL DEFLECTION TEST

Deflection testing shall be provided by the Contractor for all PVC pipe installations. PVC storm drain pipe is designated as flexible in nature and shall be tested for excessive deflection. This test shall be performed after backfilling and compaction but prior to the placement of aggregate base or asphalt-concrete surfacing, and prior to television inspection as specified in Subsection 20.14 of these Specifications.

The Contractor shall demonstrate that the maximum pipe deflection does not exceed five percent (5%) of the diameter of the pipe installed by pulling a properly sized solid ball or mandrel through the pipe. A "rubber flush ball" does not meet this requirement for deflection testing.

Where deflection of the pipe exceeds the allowable pipe deflection, the Contractor shall, at his own expense, make suitable repairs to the line before it is offered for retesting and acceptance. All repairs shall be made to the satisfaction of the Engineer.

20.13 EXFILTRATION TEST

All storm drain pipe and precast or cast-in-place manholes shall be subject to Exfiltration Acceptance Testing in accordance with ASTM C969, latest edition, as implemented by the City of Dinuba Public Works Department. The Contractor may contact Yamabe & Horn Engineering, Inc. at (559) 244-3123 for further details concerning test procedures and requirements.

20.14 TELEVISION INSPECTION OF INTERIOR OF INSTALLED PIPE

The contractor shall furnish video inspection of all newly installed storm drain mains. The video inspection shall be made after the required leakage and deflection tests have been completed and before permanent trench resurfacing. Any broken pipe, separation of joints, or any pipe exceeding the permitted tolerances for line and grade shall be replaced or repaired. Prior to performance of the camera inspection, the Contractor shall flush the lines with water to provide indication of high or low spots in the flow line grade. The inspection shall be recorded in true color in MP4 format. The camera resolution shall be of a quality that will allow pipe joints to be inspected, imperfections in the pipe to be noted and any sag to be detected. The camera equipment shall also provide on screen footage, date, location, and time indication.

A written log shall accompany the recorded inspection. The following information shall be included:

1. Date
2. Tape Number
3. Location and Stationing references from the Plans
4. Pipe Material and Size
5. Name of Equipment Operator
6. Name of Firm Performing the Inspection
7. All deficiencies in the pipe and installation shall be noted and their location referenced to their on-screen footage readout.

The testing company shall provide a map of the tested pipe. Information provided shall clearly correlate between pipeline plans and the recorded video inspection. Lateral lines shall be documented by stationing from centerline of manholes. For Sewer pipes with an inner diameter of 36 inches and larger and for Storm Drain pipes with an inner diameter of 48 inches and larger all pipe joints shall be video recorded in detail to verify that no damage is present, that gaskets are not visibly compressed or jammed in the joint, and that any gaps that exist in the joints meet the pipe manufacturer's requirements.

Within 24 hours of the completion of the video test, **2 hard copies** of the test log and video documentation in MP4 format shall be delivered to the Engineer at no additional cost to the City. The video test and log shall become the property of the City of Dinuba.

The City shall be the sole judge as to the acceptability of construction revealed by the video inspection. Any broken, damaged, or deficient pipe, any separation or offset of joints, any pipe exceeding the tolerances for line, grade, or deflection, and any infiltration points shall be replaced or repaired at the Contractor's expense. The Contractor shall be responsible for all costs associated with furnishing the television inspection and making final repairs. Any pipe repaired or replaced as a result of television inspection shall be re-tested for leakage and deflection at the Contractor's expense until the repair is satisfactory.

6. SPECIFICATIONS, SECTION SP1 – SPECIAL PROVISIONS

SP1.05 BEGINNING OF WORK AND THE TIME OF COMPLETION

Section SP1.05 shall be replaced with the following:

“The Contractor shall begin work within fifteen (15) calendar days of the date of the “Notice to Proceed” and shall diligently prosecute all contract work to completion before the expiration of **Eighty (80) working days** for the Base Bid from the date of Notice to Proceed. Working days shall be based upon the Caltrans 5-day Construction Workday Calendar. If Bid Additive Alternate #1 is awarded, an additional **Five (5) working days** will be added to the **Eighty (80) working days**. If Bid Additive Alternate #2 is awarded, then an additional **Fifteen (10) working days** shall be granted.

The Contractor shall not proceed with any work until receiving a "Notice to Proceed", but may order the materials necessary for construction immediately after the contract documents have been signed by all parties.

Liquidated damages shall be **One Thousand Five Hundred Dollars (\$1,500.00)** per day for each and every calendar day of delay in completing the total work under this Contract. Time of Completion as specified will be enforced. Liquidated damages will be deducted from final payments based upon working days delay in completion of the project."

7. SPECIFICATIONS, SECTION SP1 – SPECIAL PROVISIONS

Section SP1 - Special Provisions shall be revised to include the section below:

SP1.36 WORK WITHIN RAILROAD RIGHT-OF-WAY

As part of the Contract, Contractor is required to perform work within the San Joaquin Valley Railroad/Union Pacific Railroad right-of-way. As such, Contractor is required to obtain a right of entry (ROE) permit from SJVRR and execute a flagging agreement with SJVRR's flagging consultant. Both the ROE permit and flagging agreement must be obtained prior to beginning any work within railroad right-of-way.

Right of Entry Permit

Upon award of the Contract by the City, Contractor shall immediately begin the process of obtaining the required ROE permit. Contractor shall provide, in addition to the insurance coverage required by the Contract, the minimum insurance coverage required by SJVRR. The SJVRR minimum insurance coverage requirements. The railroad indicated that the main reason right of entry permits are delayed is due to the certificate of insurance not meeting the minimum requirements. The payment of the ROE permit fee will be the responsibility of the City. Virtually all contractor insurance policies are null and void for all work within 50' of active railroad tracks. For this reason, the railroad requires *Railroad Protective Liability Insurance* (RPLI), which covers the contractor for work within the ROW. RPLI can typically be purchased through any insurance broker, but the railroad can provide the contractor coverage under its umbrella policy. Often the coverage from the railroad is significantly less than from a broker. The Contractor will be responsible for the cost of RPLI.

Additional information can found on the railroads website using the following link:

https://www.gwrr.com/real_estate/accessing_property

Flagging

Due to the safety issues involved in working on an active rail line, the Federal DOT through its Federal Railroad Administration (FRA) have developed requirements to provide a safe work site. For this project, this will be accomplished by having a FRA accredited flagger being in charge for all work on railroad property, or for work where a piece of equipment could impact the rail line (an example is a 50' crane 30' from the tracks falling over and hitting a train).

The flagger will have the final say for the performance of work; each day they will conduct a safety briefing with all workers before any work can begin. If a worker arrives at the work site after the

briefing has been completed, the flagger will provide them a separate briefing before they can begin work.

Upon award of the Contract by the City, Contractor shall immediately begin the process of executing a flagging agreement with SJVRR's flagging consultant. The flagging agreement will be between Contractor and the flagging consultant. During the performance of any work within the railroad right-of-way by Contractor, flagging shall be provided at all times. If flagging is not provided, the City will direct Contractor to immediately cease work within railroad right-of-way. Any delays caused by failure to provide flagging will be at Contractor's sole expense. If the contractor is found to be working on railroad property without a flagger, the typical penalty is to suspend the right of entry permit for one or two weeks, depending on the severity of the infraction. If there is a subsequent infraction, the right of entry may be cancelled, and another contractor would need to complete the project.

The City will pay for flagging costs for a maximum of 10 days at \$1,050 per day (as included in bid proposal). If flagging services cost more than \$1,050 per day, Contractor may request a unit price adjustment after submitting the flagging agreement to the City Engineer for review. If flagging is required for more than 10 days, the additional days cost will be at Contractor's sole expense. If flagging for fewer than 10 days is required, the City will pay for flagging costs for the actual number of days performed. Contractor shall submit invoices for all flagging services to the City Engineer in order to receive any payment for the flagging bid item.

The railroad's project manager, Kevin Boles of Xorail, will coordinate the flagging. He can be reached at (925) 285-8718, and is available to answer questions during the RFP process. Please note the following conditions:

1. The flagger typically works a 10-day for 8 hours of construction work (there is set-up and break-down work required of the flagger). All work over 8 hours is time-and-a-half. Weekend work may also be at time-and-a-half. (ask flagger)
2. Efficient planning is required to avoid wasting funds on flagging due to the following cancellation requirements:
 - All flagging must be cancelled 24 hours in advance to avoid penalty.
 - If the work is cancelled less than 24 hours in advance, a minimum of 8 hours will be charged.
 - A minimum of 8 hours will be charged for each day; the flagger does not work partial days.

Dig Alert

Please note that railroads are not part of the USA network, so several days prior to performing any excavating on railroad property, please call the Xorail project manager to arrange for markings.

8. SPECIFICATIONS, EXPLANATION OF BID ITEMS

The Explanation of Bid Items shall be revised to include one additional bid item as follows:

BID ITEM NO. 24 – RAILROAD FLAGGING

This item is compensation for railroad flagging services as required by the San Joaquin Valley Railroad for all work within railroad right-of-way. Refer to Section SP1.36 for further information.

The City will pay for flagging costs for a maximum of 10 days at \$1,050 per day (as included in bid proposal). The amount listed in the bid proposal shall not be modified. If flagging is required for more than 10 days, the additional days cost will be at Contractor's sole expense. If flagging for fewer than 10 days is required, the City will pay for flagging costs for the actual number of days performed.

9. SPECIFICATIONS, SECTION SP2 – EXPLANATION OF BID ITEMS:

The explanation of Bid Item No. 20 – “Jack and Bore 80” Steel Casing” shall include the following:

“Contractor shall be fiscally responsible for track and ground elevation monitoring continuously throughout the jack & bore within zone A, see Appendix C. The frequency of the monitoring shall be done once per hour during the jack and bore operations. Additionally, the track and ground monitoring shall include the tracks and surrounding elevation and no additional payment will be made therefore. Yamabe and Horn Engineering Inc. shall only be responsible for the initial surveying required to set the elevations in order for the Contractor to monitor the track and ground elevations.”

10. SPECIFICATIONS, SECTION SP2 – EXPLANATION OF BID ITEMS:

The explanation of Bid Item No. 2 – “Traffic and Dust Control” shall be replaced with the following:

“This item is bid on a lump sum basis and shall conform to the provisions of Sections 7.15 and 7.16 of these Specifications.

The Contractor's operations shall cause no unnecessary inconvenience. The access rights of the public shall be considered at all times. Unless otherwise authorized, traffic shall be permitted to pass through the work, or a detour prepared by the Contractor shall be approved by the City Engineer. Overnight access shall be provided to all driveways unless other arrangements satisfactory to the owners and the City have been made, unless otherwise included in a separate bid item.

Contractor will only be allowed to shut down **two blocks** at a time during the installation of storm drain facilities. Contractor shall notify affected businesses of road closure via message board and letter to each business/residence affected by each road closure. The notification shall be done two (2) weeks prior to each road closure.”

11. CONSTRUCTION PLANS - SHEET 2 OF 27

On Sheet 2 of the Construction Plans, the 48" Existing Storm Drain Manhole at STA: 10+54.16 was confirmed to be a 72" Existing Storm Drain Manhole. The Manhole call out was modified to reflect Existing 72" SDMH in the plan and profile sheet. Please see attached revised Sheet 2.

12. CONSTRUCTION PLANS - SHEET 6 OF 27

On Sheet 6, of the Construction Plans, Note SD80 previously noted to install 34 ± L.F. of 54" Triple Wall Sanitite HP Storm Drain Pipe has been revised to 60" Triple Wall Sanitite HP Storm Drain Pipe. This modification changed the flowline call outs for the storm drain manholes at STA:38+60.58 and at STA:38+93.82 on the plan and profile sheet. Please see the attached revised Sheet 6.

13. CONSTRUCTION PLANS - SHEET 7 OF 27

On Sheet 7, of the Construction Plans, the proposed 54" Storm Drain Pipe was modified and increased to a 60" Storm Drain Pipe. The following Storm Drain Keynotes were revised:SD94, SD96, SD98, SD100. The invert call outs at the following Storm Drain Manholes were revised to reflect the 60" Storm Drain Pipe: STA:42+61.18, STA:43+08.81, STA:43+28.54, STA:43+45.24. The four segments of Storm Drain Pipe in the profile were revised to reflect the 60" Triple Wall Sanitite HP Storm Drain Pipe or Approved Equal. Please see the attached revised Sheet 7.

14. CONSTRUCTION PLANS- SHEET 8 OF 27

On Sheet 8, of the Construction Plans, the North Arrow was oriented in the wrong direction. The North Arrow was modified to point in the correct direction.

A 48" SDMH at Station 10+72.69 was added to capture storm water from the existing storm drain system down Tulare Avenue. This modification required the installation of two (2) additional 18" storm drain pipes that connect into the existing system.

A 48" SDMH at Station 14+46.12 was added to capture storm water form the existing storm drain system coming down Tulare Avenue. This modification changed the length of the 18" storm drain pipe. Please see the attached revised Sheet 8.

15. CONSTRUCTION PLANS- SHEET 9 OF 27

On Sheet 9, of the Construction Plans, A 48" SDMH at Station 14+71.14 was added to capture storm water from the existing storm drain system down Tulare Avenue. This modification changed the length of the 36" storm drain pipe and required the existing manhole located at Station 14+74.96 to receive an 8" thick brick and mortar plug. Please see the attached revised Sheet 9.

16. CONSTRUCTION PLANS- SHEET 17 OF 27

On Sheet 17, of the Construction Plans, on Detail M2 "Pipe Trench Detail" the compaction percentage minimum for the top 24" of the trench was incorrect. The note reflected 90% and was revised to 95%. The compaction percentage minimum for the class II Sand around the Storm Drain Pipe in the trench was also incorrect. The note reflected 95% and was revised to 90%.

On Detail M4 "Storm Drain Manhole, Inlet, and Pipe Abandonment" the following note was added to the detail:

"Where conflict between the proposed and existing storm drain system exists, contractor shall remove any existing storm drain pipe within the proposed trench patch limits. contract shall plug and abandon the existing storm drain pipe per this detail"

Please see the attached revised Sheet 17.

17. CONSTRUCTION PLANS- SHEET 23 OF 27

On Sheet 23, of the Construction Plans, the design for Detail "AA7" has been revised. Please see the attached revised Sheet 23.

18. CONSTRUCTION PLANS- LEGEND

The quantities for the "Limit of Trench Patch", "Limit of Concrete Patch", and "HMA Plug" have been revised. Please see the revised "Improvements Legend" exhibit attached for quantity revisions. Contractor shall use the updated revised legend for each location the legend appears within the construction plans.

Bidders Acknowledgment

Jason Watts, P.E.



Bidder's Authorized Representative

Bill Nelson, President



City Engineer

June 29, 2020

ADDENDUM NO. 2
CITY OF DINUBA

KERN STREET STORM DRAIN IMPROVEMENTS PROJECT
FEDERAL PROJECT NO. 18-CDBG-12892

NOTICE

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

1. RESPONSE TO BIDDER INQUIRES

Question #1:

Per addendum #1, question 3, what credit would the City be expecting? Is this material concrete or slurry?

Answer #1:

The City will be expecting a credit for any area of excavation that does not include removing existing cementitious material within the trench patch limits delineated on the plans. A bid item will be added to include the removal of existing cementitious material (see **SPECIFICATIONS, BID PROPOSAL** and **SPECIFICATIONS, SECTION SP2 – EXPLANATION OF BID ITEMS**) The removal of the cementitious material shall no longer be included in Bid Item #3 – clearing and grubbing.

The cementitious material appears to be concrete or some form of sand slurry, however a lab analysis was not performed.

Question #2:

Has the City applied for an OSHA Classification for the Bore Pit?

Answer #2:

The City has applied for the classification as the owner of the project. Contractor shall be responsible for scheduling the pre-job safety conference with Mining and Tunneling (M&T) Unit and for reporting plans to M&T.

Question #3:

Per Addendum #1, Section 20.12 was added to the specifications, which references PVC pipe. Do you intend this specification section to apply to the specified pipe?

Answer #3:

Yes, the specification Section 20.12 shall be considered and implemented for all Sanitite HP Storm Drain Pipe or approved equal.

Question #4:

As specified, the bore has to be on a 24 hour basis which will run into overtime, double time, triple time, and so on. Is more than one flagger provided and will they all be on a straight time basis?

Answer #4:

The City will pay for 10 days' worth of flagging and all expenses after 10 days will be bored by the Contractor per the project Specifications. The unit cost provided in the bid proposal is an estimated cost received from San Joaquin Valley Railroad. The City will pay for the actual flagging cost, plus 10% for overhead and profit, for up to 10 days. Contractor shall provide proof of payment.

2. SPECIFICATIONS, BID PROPOSAL

The bid proposal form has been revised as follows:

- a. Addition of Bid Item No. 27 "Removal of Existing Cementitious Material."
- b. "Railroad Flagging is referenced as Bid Item No. 24.
- c. Bid Item No. 29 "Hot Mix Asphalt, Type 'A'" changed to bid per TON.
- d. Bid Item No. 30 "Construct Concrete Curb and Gutter" changed to bid per L.F.
- e. Bid Item No. 31 "Construct Concrete Sidewalk" changed to bid per S.F.
- f. Bid Item No. 32 "Construct Concrete Curb Ramp, Type II" changed to bid per EA.

Contractor shall replace all bid proposal forms (BP pages) with the bid proposal forms attached.

SPECIFICATIONS, SECTION SP2 – EXPLANATION OF BID ITEMS

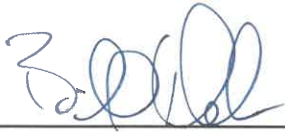
The Explanation of Bid Items shall be revised to include one additional item as follows:

BID ITEM NO.27 – REMOVAL OF EXISTING CEMENTITIOUS MATERIAL

This bid item is bid per square foot and shall conform to the provisions of Section 11 of these specifications and shall be removed per the concrete and trench patch limits delineated on the plans.

Any area within the concrete and trench patch limits delineated on the plans, that does not include any cementitious material, shall be credited back to the City in a square footage cost.

Bidders Acknowledgment



Bidder's Authorized Representative

Bill Nelson, President

Jason Watts, P.E.



City Engineer

**PROPOSAL TO THE CITY OF DINUBA
KERN STREET STORM DRAIN IMPROVEMENTS
CDBG PROJECT NO. 18-CDBG-12892
IN THE CITY OF DINUBA**

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

TO THE CITY COUNCIL:

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

BASE BID:

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
1.	LUMP SUM	L.S.	Mobilization and Demobilization (Not to Exceed \$160,000) at <u>ONE HUNDRED SIXTY THOUSAND</u> per L.S.	LUMP SUM	<u>160,000.00</u>
2.	LUMP SUM	L.S.	Traffic and Dust Control at <u>THIRTY THOUSAND TWO HUNDRED NINETY FOUR THOUSAND</u> per L.S.	LUMP SUM	<u>65,294.00</u>
3.	LUMP SUM	L.S.	Clearing and Grubbing at <u>SIXTY NINE THOUSAND FIVE HUNDRED FORTY</u> per L.S.	LUMP SUM	<u>69,540.00</u>
4.	2,044	TON	Hot Mix Asphalt, Type 'A' at <u>ONE HUNDRED FORTY THREE DOLLARS</u> per TON	<u>143.00</u>	<u>292,292.00</u>

City of Dinuba
KERN STREET STORM DRAIN IMPROVEMENTS PROJECTS
CDBG PROJECT NO. 18-CDBG-12892

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
5.	235	L.F.	Construct Concrete Curb and Gutter at <u>SEVENTY TWO</u> <u>Dollars</u> per L.F.	<u>72.00</u>	<u>16,920.00</u>
6.	2,113	S.F.	Construct Concrete Sidewalk at <u>EIGHT</u> <u>Dollars</u> per S.F.	<u>8.00</u>	<u>16,904.00</u>
7.	5	EA.	Construct Concrete Curb Ramp, Type I at <u>FOUR THOUSAND FOUR HUNDRED SIXTY FIVE</u> per EA.	<u>4465.00</u>	<u>22,325.00</u>
8.	5	EA.	Construct Concrete Curb Ramp, Type II at <u>FOUR THOUSAND FOUR HUNDRED SIXTY FIVE</u> per EA.	<u>4465.00</u>	<u>22,325.00</u>
9.	2,180	S.F.	Construct Concrete Patch at <u>SEVENTEEN</u> <u>Dollars</u> per S.F.	<u>17.00</u>	<u>37,060.00</u>
10.	29	EA.	Construct Type 'B' Storm Drain Inlet at <u>SEVEN THOUSAND TWO HUNDRED NINETY FIVE</u> per EA.	<u>7295.00</u>	<u>211,555.00</u>
11.	1	EA.	Construct Type 'E' Storm Drain Inlet at <u>TEN THOUSAND SEVEN HUNDRED THIRTY SIX</u> per EA.	<u>10,736.00</u>	<u>10,736.00</u>
12.	12	EA.	Connect to Existing Storm Drain System at <u>NINETEEN HUNDRED SIXTY TWO</u> per EA.	<u>1962.00</u>	<u>23,544.00</u>
13.	23	EA.	Construct 48" Storm Drain Manhole at <u>FIVE THOUSAND TWO HUNDRED THIRTY SIX</u> per EA.	<u>5236.00</u>	<u>120,428.00</u>

City of Dinuba
KERN STREET STORM DRAIN IMPROVEMENTS PROJECTS
CDBG PROJECT NO. 18-CDBG-12892

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
14.	20	EA.	Construct 72" Storm Drain Manhole at <u>SEVEN THIRTY</u> <u>NINE HUNDRED TWENTY TWO</u> per EA.	<u>7922.00</u>	<u>158,440.00</u>
15.	976	L.F.	Install 18" Storm Drain Pipe at <u>ONE HUNDRED</u> <u>SIXTEEN</u> per L.F.	<u>116.00</u>	<u>113,216.00</u>
16.	153	L.F.	Install 24" Storm Drain Pipe at <u>ONE HUNDRED</u> <u>FIFTY NINE</u> per L.F.	<u>159.00</u>	<u>24,327.00</u>
17.	3,178	L.F.	Install 36" Storm Drain Pipe at <u>ONE HUNDRED</u> <u>FOURTY THREE</u> per L.F.	<u>143.00</u>	<u>454,454.00</u>
18.	3,248	L.F.	Install 60" Storm Drain Pipe at <u>TWO HUNDRED</u> <u>SIXTY</u> per L.F.	<u>260.00</u>	<u>844,480.00</u>
19.	LUMP SUM	L.S.	Construct Jacking and Receiving Pit at <u>THIRTY</u> <u>THOUSAND ONE HUNDRED</u> <u>THIRTY FOUR</u> per L.S.	LUMP SUM	<u>30,134.00</u>
20.	183	L.F.	Jack and Bore 80" Steel Casing Pipe at <u>EIGHTEEN HUNDRED</u> <u>NINETY SIX</u> per L.F.	<u>1896.00</u>	<u>346,968.00</u>
21.	LUMP SUM	L.S.	Install Pavement Striping and Marking and Signage at <u>Twenty Thousand</u> <u>Two Hundred Sixty</u> <u>Five Dollars</u> per L.S.	LUMP SUM	<u>20,265.00</u>

City of Dinuba
KERN STREET STORM DRAIN IMPROVEMENTS PROJECTS
CDBG PROJECT NO. 18-CDBG-12892

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
22.	LUMP SUM	L.S.	Worker Cave-in Protection at <u>FOURTY THREE THOUSAND NINE HUNDRED TWENTY</u> per L.S.	LUMP SUM	<u>43,920.00</u>
23.	LUMP SUM	L.S.	Allowances at <u>One Hundred Thousand Dollars</u> per L.S.	LUMP SUM	<u>\$100,000</u>
24.	10	DAY	Railroad Flagging at <u>One Thousand and Fifty Dollars</u> per DAY	<u>\$1,050</u>	<u>\$10,500</u>
25.	LUMP SUM	L.S.	Acquire City of Dinuba Encroachment Permit at <u>ONE HUNDRED SIXTY ONE THOUSAND FORTY</u> per L.S.	LUMP SUM	<u>161,040.00</u>
26.	LUMP SUM	L.S.	Miscellaneous Street Facilities and Operations at <u>FIFTY FOUR THOUSAND NINE HUNDRED</u> per L.S.	LUMP SUM	<u>54,900.00</u>
27.	61,218	S.F.	Removal of Existing Cementitious Material at <u>0.102</u> per S.F.	<u>1.00</u>	<u>61,218.00</u>

TOTAL AMOUNT OF BASE BID, ITEMS 1 THRU 27 \$ 3,492,785.00

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

THREE MILLION FOUR HUNDRED NINETY TWO THOUSAND SEVEN HUNDRED EIGHTY FIVE Dollars and 00 cents.

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

City of Dinuba
KERN STREET STORM DRAIN IMPROVEMENTS PROJECTS
CDBG PROJECT NO. 18-CDBG-12892

ADDITIVE ALTERNATE #1:

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
28.	LUMP SUM	L.S.	Traffic and Dust Control at <u>SEVEN THOUSAND</u> <u>FOUR HUNDRED FORTY</u> <u>TWO</u> per L.S.	LUMP SUM	<u>7,442.00</u>
29.	LUMP SUM	L.S.	Clearing and Grubbing at <u>SEVEN THOUSAND</u> <u>SIX HUNDRED EIGHT</u> <u>SEVEN</u> per L.S.	LUMP SUM	<u>10,687.00</u>
30.	11	TON	Hot Mix Asphalt, Type 'A' at <u>FIVE HUNDRED</u> <u>FIVE</u> per TON	<u>505.00</u>	<u>5,555.00</u>
31.	142	L.F.	Construct Concrete Curb and Gutter at <u>SEVENTY TWO</u> per L.F.	<u>72.00</u>	<u>10,224.00</u>
32.	1,344	S.F.	Construct Concrete Sidewalk at <u>EIGHT</u> per S.F.	<u>8.00</u>	<u>10,752.00</u>
33.	4	EA.	Construct Concrete Curb Ramp, Type I at <u>FOURTY FOUR HUNDRED</u> <u>SIXTY FIVE</u> per EA.	<u>4465.00</u>	<u>17,860.00</u>
34.	3	EA.	Construct Concrete Curb Ramp, Type II at <u>FOURTY FOUR HUNDRED</u> <u>SIXTY FIVE</u> per EA.	<u>4465.00</u>	<u>13,395.00</u>
35.	1	L.S.	Miscellaneous Street Facilities and Operations at <u>SIX THOUSAND</u> <u>TWO HUNDRED TWENTY</u> <u>TWO</u> per L.S.	LUMP SUM	<u>6,222.00</u>

TOTAL AMOUNT OF ADDITIVE ALTERNATE # 1, ITEMS 28 THRU 35 \$ 82,137.00

Total amount of Additive Alternate # 1, Items 28 thru 35 is (in words)

Eighty two THOUSAND ONE HUNDRED THIRTY SEVEN
Dollars and 00 cents.

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

ADDITIVE ALTERNATE #2

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
36.	1	L.S.	Mobilization and Demobilization (Not to Exceed \$20,000) at <u>NINETEEN THOUSAND FIVE HUNDRED TWENTY</u> per L.S.	LUMP SUM	<u>19,520.00</u>
37.	1	L.S.	Traffic and Dust Control at <u>TWENTY FOUR THOUSAND FOUR HUNDRED</u> per L.S.	LUMP SUM	<u>24,400.00</u>
38.	2,558	TON	Hot Mix Asphalt, Type 'A' at <u>ONE HUNDRED FIVE</u> per TON	<u>105.00</u>	<u>268,590.00</u>
39.	1	L.S.	Install Pavement Striping and Marking and Signage at <u>FIFTY SEVEN THOUSAND FIVE HUNDRED FIFTY SIX</u> per L.S.	LUMP SUM	<u>57,556.00</u> BW
40.	21	EA.	Adjust Existing Manhole at <u>FIFTEEN HUNDRED SIXTY NINE</u> per EA.	<u>1569.00</u>	<u>32,949.00</u>

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
41.	15	EA.	Adjust Existing Water Valve at <u>ONE THOUSAND EIGHTEEN SIX</u> per EA.	<u>1086.00</u>	<u>16,290.00</u>
42.	1	L.S.	Miscellaneous Street Facilities and Operations at <u>ONE HUNDRED SEVENTY TWO THOUSAND ONE HUNDRED TWENTY</u> per L.S.	LUMP SUM	<u>117,120.00</u>

TOTAL AMOUNT OF ADDITIVE ALTERNATE #2, ITEMS 36 THRU 42 \$ 536,425.00

Total amount of Additive Alternate #2, Items 36 thru 42 is (in words)

Five Hundred Thirty Six Thousand Four Hundred Twenty Five Dollars and Zero cents.

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

BID SUMMARY:

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

BASE BID

ADDITIVE ALTERNATE #1

ADDITIVE ALTERNATE #2

\$ 3,492,785.00
\$ 82,137.00
\$ 536,425.00

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

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

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

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

10%

(\$_____)

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

The undersigned certified that he has a valid license as Contractor in the State of California, for

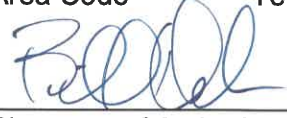
Class A, the number of which is 692068, and the expiration date of which

is 7/31/20. The undersigned also certifies that he is registered with the Department

of Industrial Relations with DIR Number 1000003438. The representations made

herein are made under penalty of perjury.

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

- (1) Bill Nelson General Engineering
Bidding Firm Construction, Inc.
- (2) Corporation
(Corp.) (Indiv.) (Partner)
- (3) 2741 E. Malaga Ave
Business Address
Fresno CA 93725
City State Zip
- 559 439-1756
Area Code Telephone
- (4) 
Signature of Authorized Person
- Bill Nelson, President
Type or Print Name of Authorized Person

(PLEASE SEE THE FOLLOWING INSTRUCTION REGARDING SIGNATURE)

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

Bill Nelson, President
Kristin Nelson, Corp. Sec.

2741 E. Malaga Avenue
Fresno CA 93725

NOTE:

All signatures must be printed under written signature.

NOTE:

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

NOTE:

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

NOTE:

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

DESIGNATION OF SUBCONTRACTORS

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

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

Bid Item No.	Subcontractor % of work ⁽¹⁾	Subcontractor	Address & Phone No.	State License No. & DIR No.
20	9%	Pacific Boring	P.O. Box 727 Caruthers CA 93609	553794 1000003953

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

July 1st, 2020
Date

2741 E. Malaga Ave
Address

Fresno, CA 93725
559-439-1756
Telephone Number

Bill Nelson Gen. Eng. Const., Inc.
Bidders Name

[Signature]
Authorized Signature

Bill Nelson, President
Corporation
Type of Organization
(Individual, Partnership or Corporation)

PROJECT: **KERN STREET STORM DRAIN IMPROVEMENTS PROJECTS**
CDBG PROJECT NO. 18-CDBG-12892

To the City Council, City of Dinuba

NONCOLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

I, Bill Nelson
(Name)

declare that I am

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

of Bill Nelson General Engineering Const., Inc.
(Bidding Entity)

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and this declaration is executed on July 1st (date), at Fresno (city) CA (state). 2020

(Title 23 United States Code Section 112)

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

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

City of Dinuba
KERN STREET STORM DRAIN IMPROVEMENTS PROJECTS
CDBG PROJECT NO. 18-CDBG-12892

STATEMENT OF EXPERIENCE OF BIDDER

The bidder has been engaged in the general contracting business, under the present business name, for 35 years. Experience in work of a nature similar to that bid in this Proposal extends over a period of 35 years.

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

Year	Owner	Location & Type of Work	Contact Name & Phone Number
	Please See Attached		
	Statement of Experience		

Recent Project History

Project Name: Installation of 8" Water Mains

Location: Van Ness & Fig Garden

Construction Manager: Brian Kujawski, 559.974.6799

Description of Project: Installation of New Water Main, Valves and Fire Hydrants

Total Value of Construction (Including Change Orders): \$2,496,664.00

Original Date of Completion: 07.10.12

Actual Date of Completion: 07.10.12

Owner: City of Fresno

Owner Contact: Ken Turner, 559.621.5610

Time Extensions Granted (#of days): N/A

Project Name: Cutler Sewer Replacement

Location: Cutler

Engineering Firm: Keller Wegley Engineering

Engineering Firm Contact: Dennis Keller, 559.732.7938

Description of Project: Sewer

Total Value of Construction (Including Change Orders): 2,351,069.00

Original Date of Completion: 12.1.13

Actual Date of Completion: 12.1.13

Owner: City of Cutler

Owner Contact: Eng. Firm Point of Contact

Time Extensions Granted (# of days): N/A

Project Name: 2104 – Visalia Middle School

Location: Akers St. & W. Riggin Ave, Visalia

GC: Micham Construction

GC Contact: Steve Tindle

Description of Project: Storm Drain/Water

Total Value of Construction (Including Change Orders): \$743,674

Original Date of Completion: 05.20.16

Actual Date of Completion: 05.20.16

Owner: Visalia Unified School District

Time Extension Granted (# of days): N/A

Project Name: Mineral King Sanitary Sewer Trunk Line

Location: Visalia

Owner Contact: Chris Crawford

Description of Project: Sanitary Sewer Main

Total Value of Construction (Including Change Orders): \$6,831,518.58

Original Date of Completion: 3.30.2017

Actual Date of Completion: 3.30.17

Owner: City of Visalia

Construction Manager: Chris Crawford, 559-713-4334 Or Chris.crawford@ci.visalia.ca.us

Time Extensions Granted (# of days): N/A

**BILL NELSON
GENERAL ENGINEERING CONSTRUCTION, INC.**

Project Name: Downtown Sewer Rehabilitation

Location: Fresno
Engineering Firm: City of Fresno
Description of Project: Sewer Rehabilitation
Total Value of Construction (Including Change Orders): \$1,403,099.20
Original Date of Completion: 8.7.17
Actual Date of Completion: 8.7.17

Owner: City of Fresno
Owner Contact: Brandon Chacon, 559.470.445
Time Extensions Granted (# of days): N/A

Recycled Water Main Project Southwest Quadrant

Location: Whitesbridge and Hughes, Fresno CA
Owner Contact: Bill Her, 559.621.5600 or Bill.Herr@fresno.gov
Engineering Firm: City of Fresno
Description of Project: Placement of Ductile Iron Water Main & Appurtenances
Total Value of Construction (Including Change Orders): \$7,501,099
Original Date of Completion: 2.27.19
Actual Date of Completion: 2.27.19

Owner: City of Fresno
Time Extensions Granted (# of days): N/A

Cherry/Bash/Lyndale Improvements

Location: Tulare, CA
GC: Don Berry Construction
Description of Project: Water, Sewer, Storm Drain
Total Value of Construction (Including Change Orders): \$3,508,745
Original Date of Completion: 06.2019
Actual Date of Completion: 06.2019

Owner: City of Tulare
GC Contact: Don Berry 559.896.5700 or
dan@donberryconstruction.com
Time Extension Granted (# of days): N/A

Valencia Blvd.

Location: Woodlake
Owner Contact: Moises Rodriguez
Description of Project: Water Distribution Improvements
Total Value of Construction (Including Change Orders): \$1,783,106
Original Date of Completion: 09.2019
Actual Date of Completion: 09.2019

Owner: City of Woodlake
Managed By: VSCE, Inc. 559.460.0308 or
Hmejia@vsceinc.com
Time Extension Granted (# of days): N/A

AFFIDAVIT

Bill Nelson
(Name of Individual)

doing business as Bill Nelson General Engineering Const., Inc.
(Name of firm, if any)

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

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

Subscribed at Fresno, State of
California


(Applicant must sign here)

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

ADDENDA CERTIFICATION STATEMENT

ADDENDA - This proposal is submitted with respect to the changes to the contract included in addendum number/s #1 June 26, 2020 & #2 June 29, 2020
(Fill in number/s if addenda have been received)

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

FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules, and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work.

The bidder certifies that it is aware of and will comply with all Federal requirements for projects financed in whole or in part with Federal funds. For specific requirements, see Appendix A of these specifications.

The above Certificate is part of the Proposal. Signing this Proposal on the signature page thereof shall also constitute signature of this Certificate.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PROJECT: **KERN STREET STORM DRAIN IMPROVEMENTS PROJECTS**
CDBG PROJECT NO. 18-CDBG-12892

CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS.

The bidder ✓, proposed subcontractor _____, hereby certifies that he has ✓, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he has ✓, has not _____. Filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Bill Nelson Eng. Cons. Inc.
(Company)

By: _____

Bill Nelson, President
(Title)

Date: July 1st, 2020

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

PROJECT: **KERN STREET STORM DRAIN IMPROVEMENTS PROJECTS**
CDBG PROJECT NO. 18-CDBG-12892

Note: The bidder shall check Box A or Box B. If the bidder does not check a box it will be deemed that he has checked Box A.

The bidder certifies that:

A. (☒) I do not intend to subcontract any work on this project.

B. (☐) I do intend to subcontract portions of the work on this project.

In accordance with the provisions of Section 2-1.12, "Disadvantaged Business Enterprise," in the State Standard Specifications, I have taken affirmative action to seek out and consider minority business enterprises for the portions of the work which are intended to be subcontracted. In addition, I will take such affirmative action on any future subcontracting for the life of this contract.

Category Of Work:	Contacted: Name/Address/Phone	Results of Contact:
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The above certification is required by Executive Order 11625.

Bidder: Bill Nelson G. E. C., Inc.
By: [Signature] Date: July 1, 2020
Title: President



Your Connection to the Heart of the
Construction Industry in Central California

June 30, 2020

Construction Connection



**Central California
Builders Exchange**

MBE/WBE/DBE/SBE/DVBE/UDBE ADVERTISING

Need to solicit bids?? Now running your ads is faster and easier than ever before! Send us your ad request by 3 pm and it will run in CCBE's Construction Connection the next morning.

All this convenience and only \$25 per run. Or you can run your ad in five (5) editions of our Construction Connection for \$75.

REQUESTING SUB-BIDS

QUOTES ARE REQUESTED FROM QUALIFIED **MBE**
SUBCONTRACTORS and SUPPLIERS FOR THE FOLLOWING PROJECT:

KERN STREET STORM DRAIN IMPROVEMENTS PROJECT

Dinuba, CA
CITY OF DINUBA

Bid Date: 07/1/20 @ 02:30 PM

Contact: Mike Emmerich
estimating@bngec.us

(Sub-Bonds will not be required)

Bill Nelson General Engineering Construction, Inc.
1099 E. Champlain Drive, Ste. A, #PMB #269
Fresno, California 93720

Phone: (559) 439-1756

Fax: (559) 439-1726

License #692068

EQUAL OPPORTUNITY EMPLOYER

**Certification of Payments
to Influence Federal Transactions**

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0157 (Exp. 01/31/2017)

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

Previous edition is obsolete **form HUD 50071** (01/14)

ref. Handbooks 7417.1, 7475.13, 7485.1, & 7485.3

City of Dinuba
KERN STREET STORM DRAIN IMPROVEMENTS PROJECTS
CDBG PROJECT NO. 18-CDBG-12892

JUNE 2020

BP-19

STATEMENT OF WORK FORCE NEEDS

(See following for instructions)

☒ Preliminary (Anticipated)

☐ Final (Completion)

PROJECT: Kern St. Storm Drain Impr.
CDBG No. 18-CDBG-12892

Contract No. _____

Part I: Employment and Training

A. Job Category	NEW HIRES FOR THIS PROJECT			AGGREGATE WORK FORCE	
	B. Total Number of New Hires	C. No. of Lower Income New Hires	D. % of Total Staff Hours of New Hires that are Lower Income	E. % of Total Staff Hours for Lower Income Employees & Trainees	F. Number of Lower Income Trainees
Professionals	0	0	0	0	0
Technicians					
Office/Clerical					
Construction by Trade (List Trade)					
Trade					
Trade					
Trade					
Trade					
Trade					
Other (List)					
Total	0				

BIDDER:

BY:

TITLE:

Bill Nelson Green Eng Const., Inc.

Bill Nelson

DATE:

July 1, 2020

Bill Nelson, President

Page 1 of 2

City of Dinuba
KERN STREET STORM DRAIN IMPROVEMENTS PROJECTS
CDBG PROJECT NO. 18-CDBG-12892

STATEMENT OF WORK FORCE NEEDS

(See following for instructions)

☒ Preliminary (Anticipated)

☐ Final (Completion)

PROJECT: Kern St. Storm Drain Impr.
CDBG No. 18-CDBG-12892

Contract No. _____

Part II: Contracts Awarded

1. Construction Contracts

A. Total dollar amount of all contracts awarded on the project	\$	<u>310917.00</u>
B. Total dollar amount of contracts awarded to Section 3 businesses	\$	<u>0</u>
C. Percentage of total dollar amount that was awarded to Section 3 businesses		<u>0</u> %
D. Total number of Section 3 businesses receiving contracts		<u>0</u>

2. Non-Construction Contracts

A. Total dollar amount of non-construction contracts awarded on the project	\$	<u>0</u>
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	\$	<u>0</u>
C. Percentage of total dollar amount that was awarded to Section 3 businesses		<u>0</u> %
D. Total number of Section 3 businesses receiving non-construction contracts		<u>0</u>

Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by this project, to the greatest extent feasible, toward low and very-low income persons, particularly those who are recipients of government assistance for housing. (Check all that apply)

- ☒ Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contracts with the community organizations and public or private agencies operating within the County, or similar methods.
- _____ Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
- _____ Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- _____ Coordinated with Youthbuild Programs administered in the metropolitan area in which the project is located.
- _____ Other; describe below.

BIDDER: Bill Nelson Gen Eng. Const., Inc.

BY: [Signature]

DATE: July 1 2020

TITLE: Bill Nelson President

Page 2 of 2

City of Dinuba
KERN STREET STORM DRAIN IMPROVEMENTS PROJECTS
CDBG PROJECT NO. 18-CDBG-12892

INSTRUCTIONS FOR STATEMENT OF WORK FORCE NEEDS

This form must be completed and submitted by the Bidder prior to award of the Contract. Award may be expedited if the form is submitted with the Bid. Failure to submit the form prior to award will result in rejection of the bid.

The form will also be submitted by the Prime Contractor upon completion of the project.

When submitting with bid or prior to award, enter anticipated work force needs. When submitting at project completion, enter actual work force used.

Contractors on this project are subject to Section 3 requirements and must maintain appropriate documentation to establish that HUD financial assistance for the project was directed toward low- and very-low income persons.*

Part I: Employment and Training

A. Job Category	For construction positions, list each trade and provide data in Columns B-F for each trade where persons were employed.
B. Number of New Hires	Enter the number of new hires for each category of workers identified in Column A. New hire refers to a person who is not on the contractor's payroll for employment at the time of Selection for the Section 3 covered award.
C. Number of Lower Income New Hires	Enter the number of lower income new hires for each category of workers identified in Column A.
D. Percentage of Lower Income New Hire Staff Hours	Enter the percentage of all the staff hours of new hires worked by lower income new hires. Include staff hours for part-time and full-time positions.
E. Percentage of Total Staff Hours for Lower Income Employees & Trainees	Enter the percentage of the total staff hours worked by lower income employees and trainees. Include staff hours for part-time and full-time positions.
F. Number of Lower Income Trainees	Enter the number of lower income persons that were trained in connection with this project.

Part II: Construction Contracts

Where referenced, Section 3 businesses are defined in HUD's regulations at 24 CFR 135 as businesses which meet at least one of the criteria listed below:

1. A business that is at least 51 percent owned by Section 3 residents.
2. A business whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents.
3. A business that provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in criteria 1 or 2.

Part III: Summary of Efforts - Self-explanatory

* For purposes of this Section 3 covered project, "lower income residents" means any individual who resides within the area of a Section 3 covered project, and whose family income does not exceed that shown in the table below.

PROJECT AREA FRESNO COUNTY	NUMBER OF PERSONS IN FAMILY							
	1	2	3	4	5	6	7	8
80% of Median Income=	32,450	37,050	41,700	46,300	50,050	53,750	57,450	61,150

eff 12/1/2011

BIDDER'S PROPOSED SECTION 3 CONTRACTS/SUBCONTRACTS

BP-23

STATE OF CALIFORNIA
 Department of Housing and Community Development
 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) Program

BIDDER'S SECTION 3 PROPOSED NEW HIRES

Job Category	Total Estimated Positions Needed for the Project	No. of Positions Occupied by Permanent Employees	Number of Positions Not Occupied	No. of Positions to be filled with Section 3 Residents
Officer/Supervisors	1	1	0	0
Professionals				
Technical				
Housing Sales/ Rental Management				
Office/Clerical	3	3	0	0
Service Workers				
Others	1	1	0	0
TRADE:				
Journeyman	7	7	0	0
Apprentices				
Trainees				
Others				
TRADE:				
Journeyman				
Apprentices				
Trainees				
Others				

Section 3 Resident:

Individual residing in a public housing project or within the non-metropolitan county in which the project is located and whose income does not exceed 80% of the higher of the median income, adjusted for family size, for the county of residence or the non-metropolitan area of the state.

Bill Nelson Gen-Eng. Const., Inc.
 Company
Kern St. Storm Drain Impr.
 Project Name
18-CDBG-12892
 Project Number
Laura Smith
 Person Completing Form
5/1/2020
 Date

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____, has not ☒ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation? Yes _____ No ☒

If the answer is yes, explain the circumstances in the following space.

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29 DEBARMENT AND SUSPENSION
CERTIFICATION**

The bidder ✓, proposed subcontractor , under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past 3 years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space:

☒ No Exceptions

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action:

Note: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing the Proposal on the signature portion thereof shall also constitute signature of this Certification.

By my signature on this proposal, I certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Title 23 United States Code, Section 112 Non-Collusion Affidavit and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Bidder/Subcontractor: Bill Nelson Gen. Eng. Cons., Inc.
By: [Signature]
Date: July 1st 2020
Title: Bill Nelson, President

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

**INSTRUCTIONS FOR COMPLETION OF SF-LLL,
DISCLOSURE OF LOBBYING ACTIVITIES**

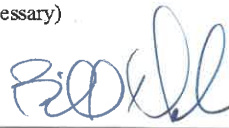
This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

City of Dinuba
KERN STREET STORM DRAIN IMPROVEMENTS PROJECTS
CDBG PROJECT NO. 18-CDBG-12892

DISCLOSURE OF LOBBYING ACTIVITIES
COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: ☒ A a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: ☒ A a. bid/offer/application b. initial award c. post-award	3. Report Type: ☒ A a. initial b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity ☒ Prime ☐ Subawardee Tier _____, if known Congressional District, if known _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____
6. Federal Department/Agency:		7. Federal Program Name/Description: CFDA Number, if applicable _____
8. Federal Action Number, if known:		9. Award Amount, if known:
10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI) N/A		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI) N/A
(attach Continuation Sheet(s) if necessary)		
11. Amount of Payment (check all that apply) \$ _____ ☐ actual ☐ planned		13. Type of Payment (check all that apply) ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify _____
12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary)		
15. Continuation Sheet(s) attached: Yes ☐ No ☐		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: 		Date: <u>7/1/20</u>
Print Name: <u>Bill Nelson</u>		
Title: <u>President</u>		
Telephone No.: <u>4391756</u>		
Authorized for Local Reproduction Standard Form - LLL		

Federal Use Only:

City of Dinuba
KERN STREET STORM DRAIN IMPROVEMENTS PROJECTS
CDBG PROJECT NO. 18-CDBG-12892



Attachment 'A'

REQUEST FOR BUDGET AMENDMENT

BA 2021-2

Requested by: Elva Patino

Account Numbers	Fund Name Description	Budget Amounts	
		Increase	Decrease
REVENUES			
418-413-1060	State Grants	318,835	
418-800-202	Gas Tax	250,000	
418-800-203	Transportation	200,000	
418-800-255	Storm Drain Impact Fees	200,000	
APPROPRIATIONS			
418-70-722-700-1080	Public Improvements	968,835	
202-70-709-900-418	Transfer Out - Gas Tax	250,000	
203-70-709-900-418	Transfer Out - Transportation	200,000	
255-20-000-900-418	Transfer Out - Storm Drain Impact Fee	200,000	
Reason(s) for Budget Amendment: The Budget Amendment is necessary to fund the construction of the Kern Street Storm Drain project. The existing storm drain facilities downtown are currently inadequate and cannot handle periods of heavy rainfall. During a heavy rainfall event, the downtown area will experience extreme flooding which severely impacts businesses and property owners in the downtown area. The project will address the continuous flooding that occurs in the downtown area, specifically along Kern Street.			
Department Director  Signature		 Date	
Approval Required Budget Amendment:			
Administrative Services Director  Signature		7-9-2020 Date	
City Manager _____ Signature		_____ Date	
City Council: ☐ Approved ☐ Resolution # _____ ☐ Denied		_____ Date	
BA # _____ JE # _____ Date Posted _____ By: _____			

RESOLUTION 2020-50

**A RESOLUTION OF THE COUNCIL OF THE CITY OF DINUBA
APPROVING AND ADOPTING A BUDGET AMENDMENT FOR THE
KERN STREET STORM DRAIN PROJECT FISCAL YEAR 2020/21**

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

WHEREAS, the FY 2020/21 Annual Budget; was approved by the City Council on June 23, 2020 by Resolution 2020-36 and any subsequent amendments must be approved by Resolution; and

WHEREAS, bid opening for the Kern Street Storm Drain project was July 1, 2020. The apparent low bid award is in the amount 3,492,785.

WHEREAS, a budget amendment is necessary to fund the entire construction expenses of the Kern Street Storm Drain project as the existing storm drain facilities downtown are currently inadequate and cannot handle periods of heavy rainfall.

NOW, THEREFORE, BE IT RESOLVED, the Dinuba City Council hereby amends the FY 2020/2021 budget to include \$968,835 for the construction contract for the Kern Street Storm Drain Project (See Attachment A).

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

AYES:

NOES:

ABSTAIN:

ABSENT:

BY:

ATTEST:

Mayor of the City of Dinuba

City Clerk

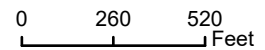
Path: F:\2018\18-322\GIS\18-322_VicinityMap.aprx



Legend

-  Project Area
-  SJVRR Railroad

**CDBG Kern Street
Storm Drain Improvements Project
Vicinity Map**





City Council Staff Report

Department: ENGINEER/PLANNING

July 14, 2020

To: Mayor and City Council
From: Jason Watts, City Engineer
Subject: Award Contract for FY 20/21 SB-1 Street Rehabilitation Project (JW)

RECOMMENDATION

Council award the contract for the FY 20/21 SB-1 Street Rehabilitation Project to VSS International, Inc. in the amount of \$746,000.00 and authorize the City Manager or designee to sign all contract documents.

EXECUTIVE SUMMARY

The City has been allocated State funding from the Road Repair & Accountability Act of 2017 (SB 1) for the repair and maintenance of the City's current road infrastructure. The City has elected to perform preventative maintenance in the form of a type II slurry seal and a rubberized asphalt chip seal at various locations. The project was formally advertised and one qualifying bid was received on July 1, 2020. The lowest responsive bid was received from VSS International, Inc. in the amount of \$746,000.00.

OUTSTANDING ISSUES

None.

DISCUSSION

The FY 20/21 SB-1 Street Rehabilitation Project will consist of asphalt dig outs, asphalt skin patches, crack filling, a type II slurry seal, a rubberized asphalt chip seal, and roadway diet striping. The streets located within the project scope of work are Ridge Creek Drive, Englehart Avenue from Saginaw Avenue to El Monte Way, Viscaya Parkway from Saginaw Avenue to Nebraska Avenue, Westgate Way, The shopping center access road from Westgate Way to Monte Vista Drive, Monte Vista Drive from El Monte Way to Sierra Avenue, Saginaw Avenue from Euclid Avenue to Alta Avenue, Euclid Avenue from Saginaw Avenue to North Way, Kamm Avenue from City Limits to College Avenue, and lastly Olive Avenue from Crawford Avenue to Randle Avenue as shown on Attachment 'A'.

As discussed in the November 26, 2019 Notice of Completion FY 18/19 SB-1 Dig Out Staff Report, staff identified failed sections of various roadways throughout town in preparation for a future sealing project. With the FY 18/19 SB-1 Dig Out Project complete, this project will consist of the application of a type II slurry seal and a rubberized asphalt chip seal on the roads that received the pavement rehabilitation and other various roadways in need of preventative maintenance.

The three preventative maintenance methods that will be used within the project limits will be crack filling, an application of a type II slurry seal, and an application of a rubberized asphalt chip seal. The intent of such pavement techniques is to apply the type II slurry seal and/or rubberized asphalt chip seal before the pavement degrades to a point where preventative maintenance is no longer an option. With the reduced costs of projects like a type II slurry seal or rubberized asphalt chip seal, much larger project areas can be treated at a time, prolonging the life of the pavement across the City's roadway network.

Once the pavement preventative measures are completed, the Contractor will be required to re-stripe the various streets affected. The existing striping configuration on the various streets will be done to reflect a "roadway diet" striping resulting in the reduction of travel lanes, narrowing of travel lanes, addition of parking lanes, and/or addition of bike lanes are implemented to achieve systematic improvements.

Staff solicited bids and received a total of one proposal on the July 1, 2020 deadline. The bid is summarized, as follows:

CONTRACTOR	BASE BID	ADD. ALT. #1	ADD. ALT. #2	TOTAL
VSS International, Inc.	\$529,000.00	\$217,000.00	\$114,000.00	\$860,000.00

VSS International, Inc. submitted a base bid plus a separate bid for two add alternate projects totaling \$860,000 (Attachment 'A'). Due to bids coming in higher than anticipated, staff is recommending that the base bid (\$529,000) and add alternate #1 (\$217,000) be awarded for a total bid of \$746,000. Add alternate #2 will not be awarded as part of this project.

Add alternate #1 consists of the application of a rubberized asphalt chip seal on Kamm Avenue from the western city limit to Alta Avenue. Add Alternate #2 consists of the removal and replacement of the roadway structural section located on the southbound lanes north of the intersection of El Monte Way and Crawford Avenue. Add Alternate #2 will be included in next year's allocation of SB 1 funding.

Staff has reviewed the bid and is recommending that City Council award the construction contract for the FY 20/21 Street Rehabilitation Project to VSS International Inc. in the amount of \$746,00.00. A copy of the bid from VSS International, Inc. is enclosed herein as Attachment 'B'.

FISCAL IMPACT

The project totaling \$746,000.00 will be funded by FY 20/21 SB-1 funds. Even though the striping bid item submitted by the Contractor came in higher than anticipated, Staff is confident that significant cost savings can be achieved through value engineering during construction. Staff will analyze any changes in materials, quantities, or construction methods that will reduce the construction cost without altering the overall scope and goal of the project.

PUBLIC HEARING

Not required.

ATTACHMENTS:

[A. Vicinity Map](#)

[B. VSS International Inc. Bid Proposal](#)

JUNE 26, 2020

ADDENDUM NO. 1
CITY OF DINUBA

FY 20/21 SB-1 STREET REHABILITATION PROJECT

NOTICE

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

1. SPECIFICATIONS, NOTICE INVITING BIDS

Due to precautions related to COVID-19, sealed proposals **will not** be delivered to the office of the City Clerk. Sealed proposals **shall be** delivered to the office of the City Engineer at Yamabe & Horn Engineering Inc., 2985 N. Burl Avenue, Suite 101, Fresno, CA 93727.

The first paragraph on page NIB-1 of the project specifications shall be revised as shown below:

"Sealed proposals will be received at the office of the City Engineer, 2985 N. Burl Avenue, Suite 101, Fresno, CA, 93727, until **Wednesday, July 1, 2020 at 2:00 p.m.**, at which time they will be publicly opened and read in said building for construction in accordance with the specifications therefore, to which special reference is made as follows:"

2. RESPONSE TO BIDDER INQUIRES

Question #1:

Will night work be enforced for pavement markings?

Answer #1:

This project will not require night work for pavement markings as long as the Contractor completes the project within the working days allotted in the project specifications.

Question #2:

Is grinding an acceptable method for striping removal?

Answer #2:

Grinding is an acceptable method for removing striping. Refer to note 7 on Exhibit 18.

Question #3:

Will this project require paint or thermoplastic markings?

Answer #3:

Per Exhibit 18 of the project specifications, all striping shall be thermoplastic.

Question #4:

Our company uses International Coatings Paint, is this an acceptable material.

Answer #4:

If the material conforms to the requirements delineated in Section 17 of the project specifications, the material will be acceptable. Submittals on material shall be submitted to the Construction Manager for review and acceptance prior to installation.

Question #5:

Specifications state to use wet sand blasting, however, can we use the method of grinding for removal of striping.

Answer #5:

Wet sand blasting and grinding are both acceptable methods for removing striping. Refer to note 7 on Exhibit 18.

Bidders Acknowledgment

Jason Watts, P.E.



Bidder's Authorized Representative

Jeff Roberts, Senior Vice President



City Engineer

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

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

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

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

(\$ 52,900.00)
, which amount is not less than 10 percent (10%) of the total amount of this proposal, is attached hereto and is given as a guarantee that the undersigned will execute a Contract and furnish the required bonds if awarded the contract and in case of failure to do so within ten days from notice of award the same will be forfeited to the City.

The undersigned certified that he has a valid license as Contractor in the State of California, for Class A,B,C12, the number of which is 293727, and the expiration date of which is 03/31/2021. The undersigned also certifies that he is registered with the Department of Industrial Relations with DIR Number 1000001231. The representations made herein are made under penalty of perjury.

PROPOSAL TO THE CITY OF DINUBA

FY 20/21 SB-1 STREET REHABILITATION PROJECT

IN THE CITY OF DINUBA

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

TO THE CITY COUNCIL:

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

BASE BID:

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
1.	LUMP SUM	L.S.	Mobilization & Demobilization (Not to Exceed \$25,000) at _____ <u>Fourteen Thousand Six Hundred Eighty Three Dollars and Eighteen Cents</u> per L.S.	LUMP SUM	<u>\$14,683.18</u>
2.	LUMP SUM	L.S.	Traffic Control at _____ <u>Thirty Five Thousand One Hundred Twenty Dollars and No Cents</u> per L.S.	LUMP SUM	<u>\$35,120.00</u>
3.	221	S.F.	Asphalt Dig Out at _____ <u>Thirty Nine Dollars and Ninety Six Cents</u> _____ per S.F.	<u>\$39.96</u>	<u>\$8,831.16</u>
4.	1,026	S.F.	Asphalt Skin Patch at _____ <u>Fourteen Dollars and Four Cents</u> _____ per S.F.	<u>\$14.04</u>	<u>\$14,405.04</u>

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
5.	LUMP SUM	L.S.	Crack Filling at _____ Forty Three Thousand Nine Hundred Fifty Six Dollars and No Cents _____ per L.S.	LUMP SUM	<u>\$43,956.00</u>
6.	98,099	S.Y.	Type II Slurry Seal at _____ <u>Two Dollars and Eighteen Cents</u> _____ _____ per S.Y.	<u>\$2.18</u>	<u>\$213,855.82</u>
7.	LUMP SUM	L.S.	Install Pavement Striping and Markings and Signage at _____ One Hundred Ninety Thousand Four Hundred Sixty Eight Dollars and Eighty Cents _____ per L.S.	LUMP SUM	<u>\$190,468.80</u>
8.	LUMP SUM	L.S.	Acquire City Encroachment Permit at _____ <u>One Thousand Eighty Dollars</u> <u>and No Cents</u> _____ per L.S.	LUMP SUM	<u>\$1,080.00</u>
9.	LUMP SUM	L.S.	Miscellaneous Street Facilities and Operations at _____ <u>Six Thousand Six Hundred</u> <u>Dollars and No Cents</u> _____ per L.S.	LUMP SUM	<u>\$6,600.00</u>

TOTAL AMOUNT OF BASE BID, ITEMS 1 THRU 9 \$ 529,000.00

Total amount of Base Bid, Items 1 thru 9 is (in words)

five hundred twenty nine thousand

_____ Dollars and zero cents.

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

ADDITIVE ALTERNATE #1:

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
10.	LUMP SUM	L.S.	Traffic Control at _____ Twenty Three Thousand Seventy Six Dollars and Seventy Three Cents _____ per L.S.	LUMP SUM	<u>\$23,076.73</u>
11.	32,085	S.Y.	Rubberized Asphalt Chip Seal at _____ Four Dollars and Seventy Five Cents _____ per S.Y.	<u>\$4.75</u>	<u>\$152,403.75</u>
12.	LUMP SUM	L.S.	Install Pavement Striping and Markings and Signage at _____ Thirty Six Thousand One Hundred Nineteen Dollars and Fifty Two Cents _____ per L.S.	LUMP SUM	<u>\$36,119.52</u>
13.	LUMP SUM	L.S.	Miscellaneous Street Facilities and Operations at _____ Five Thousand Four Hundred Dollars and No Cents _____ per L.S.	LUMP SUM	<u>\$5,400.00</u>

TOTAL AMOUNT OF ADDITIVE ALTERNATE #1, ITEMS 10 THRU 13 \$ 217,000.00

Total amount of Additive Alternate #1, Items 10 thru 13 is (in words)

two hundred seventeen

 Dollars and zero cents.

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

ADDITIVE ALTERNATE #2:

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
14.	LUMP SUM	L.S.	Traffic Control at _____ Thirty One Thousand Seven Hundred Eighty Nine Dollars and Thirty Two Cents _____ per L.S.	LUMP SUM	<u>\$31,789.32</u>
15.	3,120	S.F.	Asphalt Dig Out at _____ Twenty One Dollars and Sixty Cents _____ per S.F.	<u>\$21.60</u>	<u>\$67,392.00</u>
16.	LUMP SUM	L.S.	Install Pavement Striping and Markings and Signage at _____ Nine Thousand Four Hundred Eighteen Dollars and Sixty Eight Cents _____ per L.S.	LUMP SUM	<u>\$9,418.68</u>
17.	LUMP SUM	L.S.	Miscellaneous Street Facilities and Operations at Five Thousand Four Hundred Dollars and No Cents _____ per L.S.	LUMP SUM	<u>\$5,400.00</u>

TOTAL AMOUNT OF ADDITIVE ALTERNATE #2, ITEMS 14 THRU 17 \$ 114,000.00

Total amount of Additive Alternate #2, Items 14 thru 17 is (in words)

one hundred fourteen

_____ Dollars and zero cents.

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

BID SUMMARY:

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

BASE BID	<u>\$529,000.00</u>
ADDITIVE ALTERNATE #1	<u>\$217,000.00</u>
ADDITIVE ALTERNATE #2	<u>\$114,000.00</u>

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

- (1) VSS International, Inc.
Bidding Firm
- (2) Corporation
(Corp.) (Indiv.) (Partner)
- (3) 3785 Channel Drive
Business Address
- West Sacramento, CA 95691
City State Zip
- 916-373-1500
Area Code Telephone
- (4) 
Signature of Authorized Person
- Jeff Roberts, Senior Vice President
Type or Print Name of Authorized Person

(PLEASE SEE THE FOLLOWING INSTRUCTION REGARDING SIGNATURE)

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

Jeffrey Reed, President
- 3785 Channel Drive, West Sacramento, CA 95691

Jeff Roberts, Senior Vice President
- 3785 Channel Drive, West Sacramento, CA 95691

Jordan Reed, Secretary
3785 Channel Drive, West Sacramento, CA 95691

Jordan Reed, Treasurer
3785 Channel Drive, West Sacramento, CA 95691

VSS International, Inc. - Corporation

Authorized Signature

Jeff Roberts, Senior Vice President

Ph: 916-373-1500 - Fax: 916-373-0183

vssi_contracts@slurry.com

NOTE:

All signatures must be printed under written signature.

NOTE:

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

NOTE:

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

NOTE:

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

DESIGNATION OF SUBCONTRACTORS

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

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

Bid Item No.	Subcontractor % of work ⁽¹⁾	Subcontractor	Address & Phone No.	State License No. & DIR No.
3,4,15	14.30%	Pavement Rehab Company	1181 Princess Ct, Costa Mesa, CA 92626 714-238-1444	1051374 DIR-1000064823
5	4.73%	Global Road Sealing, Inc.	10832 Dorothy Ave, Garden Grove, CA 92843 714-8930845	757584 DIR-1000007714
7,12,16	25.18%	Chrisp Company	1001 Stokes Ave, Stockton, CA 95215 209-948-2175	374600 DIR_1000000306

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

06/09/2020

Date

3785 Channel Drive

Address

West Sacramento, CA 95691

916-373-1500

Telephone Number

VSS International, Inc.

Bidders Name


Authorized Signature

Jeff Roberts, Senior Vice President

Corporation

Type of Organization
(Individual, Partnership or Corporation)

City of Dinuba

FY 20/21 SB-1 STREET REHABILITATION PROJECT

MAY 2020

BP-9

PROJECT: **FY 20/21 SB-1 STREET REHABILITATION PROJECT**

To the City Council, City of Dinuba

NONCOLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

I, Jeff Roberts
(Name)

declare that I am

Senior Vice President
(Owner, Partner, Corporate Officer (list title), Co-Venturer

of VSS International, Inc.
(Bidding Entity)

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and this declaration is executed on 06/09/2020 (date), at West Sacramento (city) CA (state).

(Title 23 United States Code Section 112)

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

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

STATEMENT OF EXPERIENCE OF BIDDER

The bidder has been engaged in the general contracting business, under the present business name, for 7 years. Experience in work of a nature similar to that bid in this Proposal extends over a period of 46 years.

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

Year	Owner	Location & Type of Work	Contact Name & Phone Number
	See attached: CONTRACTOR EXPERIENCE AND QUALIFICATIONS		
	r		

AFFIDAVIT

Jeff Roberts

(Name of Individual)

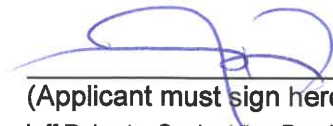
doing business as _____ VSS International, Inc.

(Name of firm, if any)

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

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

Subscribed at _____ West Sacramento _____, State of
_____ California _____



(Applicant must sign here)
Jeff Roberts, Senior Vice President
06/09/2020

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

ACKNOWLEDGMENT

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

State of California
County of Yolo

On 06/09/2020 before me, Kaety M. Aguirre, Notary Public
(insert name and title of the officer)

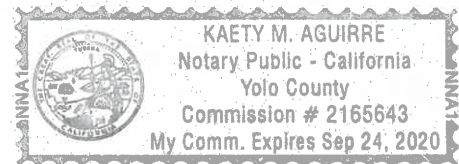
personally appeared Jeff Roberts
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Signature

(Seal)



ADDENDA CERTIFICATION STATEMENT

ADDENDA - This proposal is submitted with respect to the changes to the contract included in addendum number/s No. 1

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

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

Western Surety Company

BID BOND

Bond No. Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we, VSS International, Inc.,
as Principal (hereinafter called the "Principal"), and Western Surety Company,
8880 Cal Center Drive, Ste 410, Sacramento, CA 95826 (hereinafter called the "Surety"), are held
and firmly bound unto City of Dinuba,
as Obligee, (hereinafter called the "Obligee"), in the sum of 10 % of the amount of the bid
described below but not to exceed Ten Percent of The Amount Bid
Dollars (\$ 10%) for the payment of which sum well and truly to be made, the said
Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and
assigns firmly by these presents.

WHEREAS, the Principal has submitted a bid to Obligee for _____
FY 20/21 SB-1 Street Rehabilitation Project

NOW, THEREFORE, If the contract be timely awarded to the Principal and the Principal shall
enter into a contract with the Obligee in accordance with the terms of such bid or, in the event of the
failure of the Principal to enter into such a contract, if the Principal shall pay to the Obligee the
difference not to exceed the penalty hereof between the amount specified in said bid and the next low
bid received by the Obligee for the work covered by Principal's bid, then this obligation shall be null
and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee
prior to execution of the final contract shall furnish evidence in a manner and form acceptable to
Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 19th day of June, 2020.

VSS International, Inc.

Principal

By

Title

Jeff Roberts, Sr. Vice President

Western Surety Company

By

Local Agent of Surety:

Andreini & Co.

2010 Crow Canyon Place, #320

San Ramon, CA 94583

(925)884-2286

Anibal Samuel Campos,

Attorney-in-Fact

CALIFORNIA ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California

County of Contra CostaOn JUN 19 2020

Date

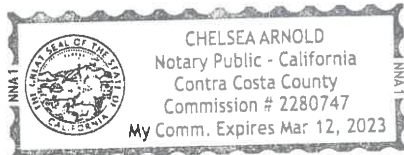
before me, Chelsea Arnold, Notary Public

Here Insert Name and Title of the Officer

personally appeared Anibal Samuel Campos

Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☒ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Steven N Passerine, Kathleen E Earle, Benjamin Wolfe, Anibal Samuel Campos, Chelsea Arnold, Individually

of San Ramon, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 7th day of May, 2020.



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 7th day of May, 2020, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 19th day of June, 2020.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

ACKNOWLEDGMENT

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

State of California
County of Yolo)

On 06/19/2020 before me, Kaety M. Aguirre, Notary Public
(insert name and title of the officer)

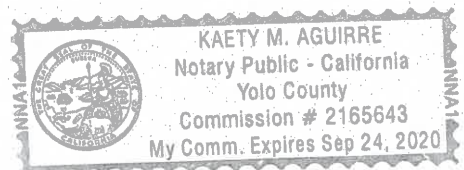
personally appeared Jeff Roberts
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Signature

(Seal)





www.slurry.com

01/17/2020

To Whom It May Concern:

I, Jordan Reed, duly-elected Secretary of VSS International, Inc.,
state that the following resolution is a true and exact copy of that
resolution adopted by the Board of Directors of VSS International, Inc.,
May 23, 2017.

.....
"NOW, THEREFORE, be it resolved that Jeff Roberts as duly elected
Senior Vice President, be authorized to sign any and all bids and/or contracts,
and/or legal documents for VSS International, Inc., a California Corporation, and
that his signature shall be binding on the corporation."
.....



Jordan Reed - Secretary
VSS International, Inc.
A California Corporation
3785 Channel Drive
West Sacramento, CA 95691

VSS INTERNATIONAL, INC.
3785 CHANNEL DRIVE • WEST SACRAMENTO, CA 95798, USA • PHONE (916) 373-1500
FAX NO. (916) 373-1438 • CONTRACTOR'S LICENSE NO. 293727A
PAVEMENT MAINTENANCE SPECIALISTS



PAVEMENT SPECIALISTS

CONTRACTOR EXPERIENCE AND QUALIFICATIONS



2014-2020



www.slurry.com

VSS International, Inc. | About Us

VSS International, Inc. is the premier pavement preservation and maintenance contractor in the western United States. Specializing in chip seals (asphalt rubber and conventional), cape seals, multi-layers, slurry seal and micro surfacing preservation technologies. VSSI is a merger of three Basic Resource's entities: International Surfacing Systems, Valley Slurry Seal, Inc., and VSS Emultech. Their first pavement preservation operation dates back to 1951 for slurry seal and in the 1980's for asphalt rubber chip seal.

VSSI currently operates in Arizona, California, Oregon, Washington, Nevada, Idaho, New Mexico, and Texas. Apart from operating within the western U.S., VSSI has performed pavement preservation related projects throughout the world.

The company owns and operates three asphalt emulsion plants in California. These plants produce a broad range of emulsions for the highway industry, including sophisticated polymer and rubber modified materials for specialty applications. VSSI also manufactures the very best in asphalt rubber blending technologies, slurry/micro surfacing machines and emulsion mills. Our MacroPaver, MiniMac machines and Emultech mills can be found in service worldwide.

VSS International, Inc. offers a range of non-construction services including technical advice on all aspects of asphalt technology, from refining and product design to manufacture and application. They also offer agreements utilizing VSS technology in polymer and rubber modified asphalts, multi-grades, slurry and micro surfacing systems and equipment, chip sealing emulsions, emulsion manufacturing, and production mill packages.

VSSI belongs to the Basic Resources family of companies, and thereby has access to additional capabilities such as asphalt plants, concrete plants, and aggregate quarries belonging to sister companies. In addition, these sister companies provide expertise, subcontracting resources, and other opportunities to VSSI.

VSSI's broad range of capabilities and products allows them to maintain pavement for their clients with the best, most cost-effective procedures. It is their firm belief that the best way to grow their business is to provide the best possible products and customer service, thereby encouraging their clients to not only continue maintaining their valuable pavement infrastructure but also recommend pavement maintenance to additional clients.

VSS INTERNATIONAL, INC.

3785 CHANNEL DRIVE • WEST SACRAMENTO, CA 95691, USA
PHONE (916) 373-1500 • FAX NO. (916) 373-1438
CONTRACTOR'S LICENSE NO. CA 293727A • AZ 285579A • ID 13304-AAA-4(47)
NV 0014802A • OR 65821 • WA VSSINII875JW
PAVEMENT MAINTENANCE SPECIALISTS

VSS International Contracting Awards and Accolades

To whom It May Concern,

VSS International is pleased to submit a list of Contracting Awards and Accolades received from industry over the past twenty years. VSS International is committed to providing safe, sustainable, integrated and efficient pavement maintenance products. VSS International is a leader in our industry and often known as the "Pavement Specialist." This partial sampling of awards demonstrates the professionalism and exceptional practice we are committed to providing our customers.

International Slurry Surface Association – ISSA Presidents Award for Excellence:

- 2018 City of Apple Valley, CA – Pavement Preservation Project
- 2014 County of San Diego, CA – Citywide Slurry Seal Project No. 1018359
- 2013 County of Mendocino, CA - Multi-Layer Rehabilitation Project
- 2012 County of Santa Barbara, CA - County Wide Preventative Maintenance
- 2012 ISSA - 50 Years of Membership

Western Regional Association for Pavement Preservation – WRAPP Award of Excellence in Contracting:

- 2018 Caltrans District 09 – Contract 09-371004
- 2016 City of Rancho Palos Verdes, CA – Residential Street Rehabilitation Project
- 2015 City of Fairfield, Ca – Fiber Cape Seal Project

California Chip Seal Association – CCSA

- 2014 County of San Diego, CA - Slurry Project of the Year
- 2013 County of Mendocino, CA - Multi-Layer Project of the Year
- 2012 County of Santa Barbara, CA - Innovative Microsurfacing Project of the Year
- 2011 City of Stockton, CA - Cape Seal Project of the Year
- 2011 Caltrans District 06 - Slurry Project of the Year
- 2010 Caltrans District 08 - Contracting Excellence
- 2009 City of El Paso Robles, CA - Innovative Slurry Project of the Year
- 2008 City of San Jose, CA - Innovative Chip Seal Project of the Year
- 2007 City of Antioch, CA - Award of Excellence in Contracting
- 2002 City of Oakland, CA - Award of Excellence in Contracting
- 2006 City of West Sacramento, CA - Cape Seal Project of the Year
- 2006 City of King City, CA - Innovative Project of the Year
- 2005 City of Watsonville, CA - Award of Excellence in Contracting

Other Notable Awards

- 2016 Town of Moraga, APWA Project of the Year
- 2011 City of Santa Monica Airport, AGC/CA - Contractor Award Finalist
- 2001 Caltrans District 06, RPA - Presidents Award

Sincerely,

VSS International Team

VSS INTERNATIONAL, INC.

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PAVEMENT MAINTENANCE SPECIALISTS

VSS International, Inc.

Resume of Personnel

Name	Title	Years of Construction Experience
Jeffrey Reed	President (OFFICER)	45 Years
Jeff Roberts	Vice President/General Mgr. (OFFICER)	30 Years
Jordan Reed	Treasurer, Secretary (OFFICER)	12 Years
Jon James	Operations Manager	39 Years
Richard Cross	Estimating and Development Manager	24 Years
Will Cross	Chief of Estimating	10 Years
Matt Ferguson	Construction Manager	13 Years
Greg Erks	Sr. Project Manager	39 Years
Michael Koenig	Sr. Project Manager	24 Years
Michael Harrison	Project Manager	18 Years
Parrish Bowes	Project Manager	25 Years
Roman Benedyuk	Safety & Compliance Manager	6 Years



VSS INTERNATIONAL, INC.
COMPLETED PROJECTS

OWNER / AGENCY/ CUSTOMER	PROJECT TITLE	DESCRIPTION OF BIDDER'S WORK	Date of Completion	Original Contract Amount	CONTACT
Stanislaus County Fairgrounds 900 North Broadway Turlock, CA 95380	Sealing Stanislaus County Fair Grounds	180,220 SF Microsurfacing Type II over Type III (Polymer Modified)	June 2014	\$96,768	Chris Borovansky (209) 688-1333 cpboro@stancofair.com
City of Aliso Viejo 12 Journey, Suite 100 Aliso Viejo, CA 92656	Fy 2012-13 Slurry Seal And Rehabilitation	2,076 ELT Type II Slurry Seal (Polymer Modified)	March 2014	\$575,949	Marc Fernandez (949) 425-2530 mfernandez@cityofaliso Viejo.com
City of Pleasanton 200 Old Bernal Avenue Pleasanton, CA 94566	Annual Slurry Sealing Of Various City Streets Project No. 125004	1,157,415 SF Type II Slurry Seal (Polymer Modified)	March 2014	\$203,560	Lorenzo King (925) 931-5650 lking@cityofpleasantonca.gov
City of Antioch 200 H Street Antioch, CA 94531	Pavement Maintenance Rubberized Cape	82,545 SY Rubberized Cape Seal (Polymer Modified Slurry Seal)	March 2014	\$469,495	Mike Bechtholdt (925) 779-6953 mbechtholdt@ci.antioch.ca.us
Town of Portola Valley 1780 Higgins Canyon Road Half Moon Bay, CA 94019	2012-2013 Street Surfacing Sub to Half Moon Bay Grading & Paving	30,691 SY Slurry Seal (Polymer Modified) 18,280 SY Cape Seal	May 2014	\$120,985	Howard Young (650) 851-1700 x 214 hyoung@portolavalley.net
City of Fremont 39550 Liberty Street Fremont, CA 94537	2013 Cape And Slurry Seal Project No. 8195-G (PWC)	338,366 SY Asphalt-Rubber Cape (Polymer Modified Micro)	May 2014	\$3,431,338	Craig Covert (510) 494-4785 ccovert@fremont.gov
Placer County 3091 County Center Drive # 220 Auburn, CA 95603	Roadway Surface Treatment, Summer 2013 Contract No. 1133	7,107 Tons Type II Microsurfacing 372,160 SY Asphalt Binder Chip Seal (Polymer Modified)	June 2014	\$2,014,877	Kevin Taber (530) 869-7555 KTaber@placer.ca.gov
County of Santa Barbara 123 East Anapamu Street Santa Barbara, CA 93101	Refugio Bike Lanes	30,000 SF Type I Slurry Seal (Polymer Modified)	June 2014	\$24,966	Cliff Replogle (805) 739-8776 Crepllog@cosbpw.net
City of Mesa Sub to Talis Corporation 2342 S. McClintock Drive Tempe, AZ 85282	F.A.S.T. (Project) E Pecos & S Mountain Rd Owner Job No. 13-041, Talis Project No 13041-01S	57,980 SY PMAR Chip Seal	June 2014	\$224,783	Chuck Watson (480) 557-6100 cwatson@talis.us
City of Arcata 736 F Street Arcata, CA 95521	2013 Streets Resurfacing Project	223,288 SY Microsurfacing (Polymer Modified)	July 2014	\$575,095	Terry Barney (707) 825-2174 tbarney@cityofarcata.org
City of Pico Rivera 6615 Passons Pico Rivera, CA 90660	Residential Resurfacing Program, Phase "E" - Cape Seal	356 ELT Type II Slurry Seal (Polymer Modified) 42,523 SY Asphalt Rubber Chip	September 2014	\$506,169	Enrique Chavez (562) 801-4415 EChavez@pico-rivera.org
City of Martinez 525 Henrietta Street Martinez, California 94553	Arnold Dr & Gilrix Dr Double Fiber Microsurfacing (Polymer Modified) Pavement Maintenance Project	190,220 SF Microsurfacing Type II over Type III (Polymer Modified)	October 2014	\$87,675	Joe Enke (925) 372-3524 jenke@cityofmartinez.org
Gary Merlino Construction 9125 10th Ave S Seattle, WA 98108	City of Seattle 2013 AAC-TIB No. 105Th Street & No. Northgate Way	191,296 SY Microsurfacing Type II (Polymer Modified)	July 2014	\$183,126	Brian Gabelein (206) 762-9125 BrianG@gmccinc.com
Maricopa County Department of Transportation 320 W. Lincoln Street Phoenix, AZ 85003	Rubberized Bituminous Surface Treatment Project Fy13, Contract No. 2013-003, C-64-13-105-5-00	785,742 SY Conventional Chip 1,762 Ton Rubber Asphalt Binder	May 2014	\$1,870,618	Leon Adeir (602) 506-4684 LeonAdeir@mail.maricopa.gov
City of Fremont 39550 Liberty Street Fremont, CA 94537	2014 Cape, Slurry and Crack Seal Project Project No. 8195H (PWC)	691,839 SY Slurry Seal (Polymer Modified) 133,000 LBS Crack Seal 652,141 SY Asphalt Rubber Chip Seal	May 2015	\$5,372,580	Ted Ginette (510) 494-4721 tginette@fremont.gov
Town of Queen Creek 22358 S. Ellsworth Rd Queen Creek, AZ 85242	Queen Creek Micro Surfacing	Type II Microsurfacing	July 2015	\$163,107	Jan Martin (480) 747-0583 jan.martin@queencreek.org
City of Vacaville 650 Merchant Street Vacaville, CA 95688	2014 Slurry Seal Project	734,214 SY Slurry Seal (Polymer Modified) 145,448 LF Crack Seal	July 2015	\$1,307,904	Dan Sutton (707) 449-5195 dan.sutton@cityofvacaville.com
City of Phoenix 200 W. Washington St. 5th Floor Phoenix, AZ 85003	Phoenix 2015 JOC Crack Seal Project	663,205 LF Crack Seal 49,995 SQFT Fog Seal 28,575 SQFT Seal Coat	36 Month Contract	\$9,000,000	Ruben Martinez 602-485-2048
City of Fremont 39550 Liberty Street Fremont, CA 94537	Fremont 2015 Cape & Slurry Seal	391,583 SY Asphalt Rubber Cape Seal 665,303 SY Slurry Seal (Polymer Modified)	August 2015	\$4,044,000	Edward Nakayama (510) 494-4700 Enakayama@fremont.gov
City of Roseburg 900 SE Douglas Ave Roseburg OR 97470	Slurry Seals 2015	57,218 SY Type II Slurry Seal	September 2015	\$108,500	Rick Castle (541) 492-6730 rcastle@cityofroseburg.org
City of Sutherlin 126 E Central Ave Sutherlin OR 97479	Slurry Seal FY 15-16	16,899 SY Type II Slurry Seal 3000 Ft Slurry Seal Crack Sealing	September 2015	\$36,575	Adam Heberly (541) 391-4813 heberlyengineering@gmail.com
City of Springfield 225 Fifth St Springfield OR 97477	FY 2016 Slurry Seal	68,310 SY Type II Slurry Seal	August 2015	\$134,231	Terri White (541) 726-3628 twhite@springfield-or.gov

OWNER / AGENCY/ CUSTOMER	PROJECT TITLE	DESCRIPTION OF BIDDER'S WORK	Date of Completion	Original Contract Amount	CONTACT
City of Fremont 39550 Liberty Street Fremont, CA 94537	2016 Annual Crack Seal Project	75,000 LBS CrackSeal	May 2016	\$212,777	Edward Nakayama (510) 494-4700 Enakayama@fremont.gov
Arizona Dept of Transportation 1651 West Jackson Street Phoenix AZ 85007	ADOT Carrizo-Whitewater-Indian Pines Hwy (SR73)	875 Tons Type III Slurry Seal	June 2016	\$297,000	Brandon Campbell (602) 712-8257
City of Phoenix 200 W. Washington St. 5th Floor Phoenix, AZ 85003	Phoenix FAST Chip Seal	49,995 SQFT Fog Seal 28,575 SQFT Seal Coat	June 2016	\$1,500,000	Ruben Martinez (602) 495-2048
Town of Queen Creek 22358 S. Ellsworth Queen Creek, AZ	Fiber Micro Project	2,750 Tons Type II Fiber Micro Surfacing	May 2016	\$752,000	Jan Martin (480) 358-3003
City of Phoenix 200 W. Washington St. 5th Floor Phoenix, AZ 85003	Phoenix FAST Crack Seal Project	663,205 LF Crack Seal	September 2016	\$750,000	Ruben Martinez (602) 495-2048
City of Hanford 315 North Douty Street Hanford, CA 93230	FY 15/16 Cape Seal Project	87,500 Type II Micro Surfacing 87,500 SY Scrub Seal 25,000 SY Type III Micro Surfacing 25,000 SY Scrub Seal	October 2016	\$424,000	Lisa Dock (559) 585-2550 ldock@cityofhanfordca.com
City of Pocatello Idaho P.O. Box 4169 Pocatello ID 83205	2016 Pocatello Idaho Slurry Seal	150,000 SY Type II Slurry Seal	July 2016	\$250,000	Tom Kirkman (208) 234-6582 tkirkman@pocatello.us
City of Chubbuck Idaho P.O. Box 5604 Chubbuck ID 83202	Microsurfacing Overlay	194,130 SY Type III Microsurfacing	July 2016	\$234,897	Bryan Hall (208) 237-2409 bhall@cityofchubbuck.us
City of Roseburg Oregon 900 SE Douglas Ave Roseburg OR	Pavement Management Program - 2016 Slurry Seal	48,548 SY Type II Slurry Seal	August 2016	\$90,908	Rick Castle (541) 492-6730 rcastle@cityofroseburg.org
County of Mendocino 340 Lake Mendocino Dr Ukiah, CA, 95482	2016 AC Maintenance Project	78,000 SY Type III Micro Surfacing 78,000 SY Asphalt Rubber Chip Seal 82,000 SY Type II Slurry Seal	November 2016	\$2,210,000	Howard DaShiell (707) 463-4363 dashiellh@co.mendocino.ca.us
City of Seattle Washington 700 5th Ave, Rm 5300 Seattle WA 98104	2016 Non Arterial Maintenance Program Microsurfacing Project	427,000 SY Type II Microsurfacing	October 2016	\$930,000	Mark Sliger (206) 733-9936 mark.sliger@seattle.gov
City of Burien Washington 400 SW 152nd St, Ste 300, Burien WA 98168	2016 Slurry Seal Program	70,800 SY Type II Slurry Seal	October 2016	\$258,824	Brian Victor (206) 248-5539 brianv@burienwa.gov
City of Hanford 315 North Douty Street Hanford, CA 93230	FY 15/16 Slurry Seal Project	301,500 SY Type II Slurry Seal	October 2016	\$402,101	Lisa Dock (559) 585-2550 ldock@cityofhanfordca.com
City of Visalia 707 W. Acequia Avenue Visalia, CA 93291	Asphalt Rubber Cape Seal 2016	90,000 SY Asphalt Rubber Chip Seal 90,000 Type I-III Micro Surfacing	September 2016	\$567,000	Purchasing Division (559) 713-4334 purchasing@visalia.city
City of Fairfield 1000 Webster Street Fairfield, CA 94533	2016 Seal Coat Project	160,000 SY Asphalt Rubber Chip Seal 185,000 SY Slurry Seal 380,000 SY Fiberized Slurry Seal	September 2016	\$1,627,000	Peter Wright (707) 428-7784 pwright@fairfield.ca.gov
City of Santa Clara 1500 Warburton Avenue Santa Clara, CA 95050	2016 Slurry Seal Project	366,100 SY Type II Slurry Seal	September 2016	\$1,346,345	Jing Deng (408) 615-3012 jdeng@santacalarasca.gov
Town of Victor Idaho 32 Elm Street Victor, ID 83455	Type III Micro Seal	14,080 SY Type III Micro Seal	July 2016	\$100,000	Robert Heuseveldt (208) 787-2357
City of Redding 777 Cypress Avenue Redding, CA 96001	Cape Seal 2016	308,000 SY Scrub Seal, 308,000 Type II Micro Surfacing	November 2016	\$1,117,794	Josh Watkins (530) 225-4181 jwatkins@ci.redding.ca.us
City of Rancho Palos Verdes 30940 Hawthorne Blvd. Rancho Palos Verdes, CA 90275	Residential Street Rehab Project Phase 2	1,119,684 SF ARAM 4,259,684 SF Slurry Seal Type II 293,200 SF Slurry Seal Type III	November 2016	\$1,885,000.00	Andy Winje (310) 544-5249
County of Pima 130 W. Congress St., 3rd Floor Tucson, AZ 85701	Pima County AZ Countywide Pavement Preservation	8,700 Tons Micro Surface Aggregate 1,350 Ton Micro Surface Emulsion 330,000 LBS Crackseal	August 2017	\$2,229,000.00	Anthony Schiavone (520) 724-3245 anthony.schiavone@pima.gov
City of Phoenix 1034 Madison Street Phoenix, AZ 85003	PMAR Chip and Scrub Seal	224,230 SY FAST 66,345 SY Scrub Seal	November 2017	\$1,180,175.00	Rick Evans (602) 495-6284
City of Yuba City 1201 Civic Center Blvd Yuba City, CA 95993	Yuba City Residential Resurfacing Project, Contract No. 16-08	383,437 SY Type II Slurry (Including Rubber Chip Seal Areas to form Cape Seal) 118,016 SY Asphalt Rubber Chip Seal	July 2017	\$1,339,120.00	Ben Moody (530) 822-4783 bmoody@yubacity.net
City of Phoenix 200 West Washington Street Phoenix, AZ 85003	Phoenix Crack Seal JOC	6,400 LF Crack Seal	October 2017	\$615,175.00	Ruben Martinez (602) 262-4659

OWNER / AGENCY/ CUSTOMER	PROJECT TITLE	DESCRIPTION OF BIDDER'S WORK	Date of Completion	Original Contract Amount	CONTACT
Town of Queen Creek 22358 S. Elsworth Queen Creek, AZ 85142-9311	Queen Creek Fiber Micro - PO #20170248	225 Tons Type II Fiber Micro Surfacing	May 2017	\$63,530.00	Jan Martin (480) 358-3748 jan.martin@queencreek.com
City of Clovis 1033 Fifth Street Clovis, CA 93612	Clovis CA Rubberized Cape Seal 2017	140,093 SY Rubberized Cape Seal 253,703 SY Slurry Seal Type II Crack Sealing	August 2017	\$1,121,375.00	Thomas Cheng (559) 324-2374 thomasc@cityofclovis.com
City of Phoenix 200 West Washington Street Phoenix, AZ 85003	Phoenix AZ 2016 CMAQ Alley Dust Proofing	Chip Seal - 5,643 Tons Precoated Chips 507 Tons Liquid Asphalt	December 2017	\$2,477,169.00	Emeka Ekpe (602) 256-4107 emeka.ekpe@phoenix.gov
City of Clovis 1033 Fifth Street Clovis, CA 93612	Clovis CA Trail Pavement Maintenance	12,116 SY Slurry Seal Type I Crack Sealing	August 2017	\$61,377.00	Thomas Cheng (559) 324-2374 thomasc@cityofclovis.com
City of Chubbuck 560 Yellowstone Avenue Chubbuck, ID 83202	2017 Micro Surfacing Project	194,130 SY Micro Surfacing	August 2017	\$234,897.00	Rodney Burch (208) 237-2430 rburch@cityofchubbuck.us
County of Stanislaus 1010 10th Street, Suite 8700 Modesto, CA 95354	2017 Salida Pavement Preservation	38,170 SY Microsurfacing Type II 48,250 SY Asphalt Rubberized Chip Seal 5,000 Ton Slurry Seal Type II	September 2017	\$1,479,000.00	Sholb Ahrary ahrarays@stancounty.com
City of Hanford 315 North Dooty Street Hanford, CA 93230	FY 16/17 Cape Seal Treatment Project	30,527 SY Type III Micro Surfacing 30,527 SY Scrub Seal	August 2017	\$210,000.00	Project Engineer (559) 585-2550
City of Hanford 315 North Dooty Street Hanford, CA 93230	FY 16/17 Slurry Seal	182,751 SY Type II Slurry Seal	August 2017	\$229,000.00	Project Engineer (559) 585-2550
City of Lake Oswego 380 A Avenue Lake Oswego, OR 97034	2017 Preventative Street Maintenance	172,000 SY Slurry Seal	June 2017	\$425,120.00	Crystal Shum (503) 697-7420 cshum@ci.oswego.or.us
City of Seattle 700 5th Avenue, Room 4112 Seattle, WA 98104	Seattle WA 2017 Non-Arterial Maint. Program (2017-021)	225,000 SY Type II Micro Surfacing	September 2017	\$847,848.00	Judy Keefe (206) 684-8032 judy.keefe@seattle.gov
Vintage Paving Co. Inc. 119 Main Street Winters, CA 95694	Solano County Widening Project Vacaville, CA	75,000 SY Slurry Seal Type II	August 2017	\$114,750.00	Robert Nickelson (530) 795-0132
County of San Mateo 400 County Center Redwood City, CA	2017 Bayside Cape and Slurry Seal Project	41,900 SY Cape Seal 23,950 SY Slurry Seal	August 2017	\$533,000.00	Zack Azzari (650) 599-1485 zazzari@smcogov.org
County of Sonoma 2300 County Center Drive Santa Rosa, CA 95403	2017 Pavement Preservation Project	5,544 Tons Slurry Seal Type III 2,759 Tons Screenings 280 Tons Asphaltic Emulsion 460 Tons Asphaltic Emulsion - Polymer Modified	September 2017	\$4,309,000.00	Liz Cureton (707) 565-2433 liz.cureton@sonoma-county.org
City of Wilsonville 29799 SW Town Ctr Loop East Wilsonville, OR 97070	2017 Street Maintenance	156,108 SY Slurry Seal Type I	September 2017	\$358,994.00	Mike Ward (503) 682-1011 ward@ci.wilsonville.or.us
Arizona Dept of Transportation 1651 West Jackson Street Phoenix, AZ 85004	H888001C SR66 Kingman Seligman Micro	7,261 Tons Aggregate Type III 944 Tons Emulsified Asphalt Polymer Modified	November 2017	\$1,582,000.00	Mahfuz Anwar (602) 712-7221 manwar@azdot.gov
City of San Mateo 330 West 20th Avenue San Mateo, CA 94403	2016 Citywide Slurry Seal Project	50,410 SY Type II Slurry Seal	10/14/17	\$764,120.00	Homayoun Ariasp P.E. (650) 522-7332 ariasp@cityofsanmateo.org
County of San Mateo 400 County Center Redwood City, CA	2017 Coastside Cape and Slurry Seal Project	24,400 SY Cape Seal 66,625 SY Slurry Seal	10/14/17	\$547,000.00	Eman Hosseini-Bidokhti (650) 363-4100 ehosseini-bidokhti@smcogov.org
Manteca Unified School District 2271 W. Louise Avenue Manteca, CA 95337	Brock Elliott Paving Project	Fiber Micro Seal Asphalt Repairs Crack Fill	September 2017	\$171,495.00	Dawn Everson (209) 858-0866
Town of Mammoth Lakes 437 Old Mammoth Road, Suite R Mammoth Lakes, CA 93546	2017 Road Maintenance Project	66,612 SY Microsurfacing 9,344 SY Slurry Seal 32,742 SY Fog Seal	August 2017	\$142,895.00	Ron Fansler (760) 965-3650 rfansler@townofmammothlakes.gov
City of Grass Valley 125 East Main Street Grass Valley, CA 95945	2017 Annual Street Rehabilitation Project	35,217 SY Cape Seal	August 2017	\$266,103.00	Catharine Dykes (530) 274-4373 catharined@cityofgrassvalley.com
Ames Construction 391 N. Main Street Corona, CA 92880	California Dept of Water Resources DWR Contract C51548 - Water Supply System Phase 2	114,290 SY Chip Seal	September 2017	\$197,721.70	Mike McGilton (951) 870-3979 mikemcgilton@amesco.com
George Reed, Inc. 140 Empire Avenue Modesto, CA 95354	Union Pacific Railroad Lathrop Facility	13,216 SY Rubberized Asphalt (SAMI)	November 2017	\$86,829.12	Mike Gourley, PM (209) 557-3108 mike.gourley@georgereed.com
Papich Construction Co. Inc. P.O. Box 2210 Pismo Beach, CA 93448	CalTrans Project 05-1G5804 Santa Barbara County Near Santa Maria	280 Tons Type III Slurry Seal	September 2017	\$79,300.00	Jeff McGuire (805) 473-3016 jmcguire@papichconstruction.com
Papich Construction Co. Inc. P.O. Box 2210 Pismo Beach, CA 93448	Paso Robles Airport Paso Robles, California	20,000 SY Slurry Seal	August 2017	\$94,630.00	Derek Todd (805) 473-3016 dtodd@papichconstruction.com
City of Visalia 707 W. Acequia Avenue Visalia, CA 93291	2017 Cape Seal Project Project No. 1410-7200/CP0247-999	117,066 SY Asphalt Rubber Chip Seal 29,870 SY Type I Micro-Surfacing 87,199 SY Type II Micro-Surfacing	3/20/18	\$816,000.00	Purchasing Division (559) 713-4334 purchasing@visalia.city

OWNER / AGENCY/ CUSTOMER	PROJECT TITLE	DESCRIPTION OF BIDDER'S WORK	Date of Completion	Original Contract Amount	CONTACT
Environmental Concepts Pavement Preservation Spec., Inc. 27801 Hale Court Tehachapi, CA 93561	City of Ridgecrest Fiberized Micro Surfacing	656,897 SF Type I Fiberized Microsurfacing 141,485 SF Type II Fiberized Microsurfacing	October 2017	\$485,355.94	Nancy Davis (861) 822-0472 envconcepts@bak.rr.com
City of Phoenix 1034 Madison Street Phoenix, AZ 85003	JOA #8 2018 Residential PMM Program	75,036 Gal. PMM Per Specification	June 2017	\$337,392.20	Rick Evans (602) 495-6284
City of Phoenix 1034 Madison Street Phoenix, AZ 85003	JOA #9 T2050 2018 Crack Seal Program	220,000 Lbs. Crack Seal 2,000 Lbs. Wide Crack Seal Mastic	May 2018	\$478,340.00	Rick Evans (602) 495-6284
City of Phoenix 1034 Madison Street Phoenix, AZ 85003	JOA #10 2018 Residential/Collector Crack Seal Program	320,000 Lbs. Crack Seal 2,000 Lbs. Wide Crack Seal Mastic	May 2018	\$604,840.00	Rick Evans (602) 495-6284
S. Chaves Construction Inc. 11545 Los Osos Valley Road, #C-3 San Luis Obispo, CA 93405	Repair Pavement at NASA Facilities Vandenberg AFB, California	220,230 SF Type II Slurry Seal	September 2017	\$83,687.40	James Meinert (805) 543-9340
City of South San Francisco 315 Maple Avenue South San Francisco, CA 94080	2017 Street Surface Seal Project Project No. 510-99999-ST1705	108,180 SY Slurry Seal 21,994 SY Scrub Seal	October 2017	\$754,120.00	Sam Baufista (650) 829-6668 sam.baufista@sfsf.net
Granite Construction P.O. Box 5127 Bakersfield, CA 93388	Bakersfield Municipal Airport N Taxiway Pavement Reconstruction COB Project #P7K200 FAA AIP #3-06-0320-020-2017	5,240 SY Asphalt Slurry Seal	May 2018	\$46,950.40	Darryl Ebel, CM (661) 399-3361 darryl.ebel@gcinc.com
Agee Construction Corp. P.O. Box 629 Clovis, CA 93613-0629	County of Tulare Terre Bella & Richgrove Road Improvement Project	354 Tons Slurry Seal Type II	April 2018	\$98,907.12	(559) 298-3290
Town of Queen Creek 22358 S. Elsworth Queen Creek, AZ 85142-9311	Queen Creek 2017 Micro-Surfacing	1,231 Tons Type III Fiber Micro Surfacing 1,538 Tons Type II Micro Surfacing	October 2017	\$851,172.03	Jan Martin (480) 358-3746 jan.martin@queencreek.com
Idaho Transportation Department 3311 West State Street Boise, ID 83703	Idaho Project No. A020(228) Placing Micro-Surface Seal on SH 75 In Custer County, Key No. 20228	5,788 Tons Micro-Surfacing Aggregate 695 Tons Polymer Modified Emulsified Asphalt	October 2018	\$1,352,120.00	Matt Davison (208) 745-5686
George Reed, Inc. 140 Empire Avenue Modesto, CA 95354	South Galt Safe Route to School & Rehabilitation and SACOG Bicycle and Pedestrian Projects	1,451,891 SF Microsurfacing	July 2018	\$275,859.00	Adam Hanson (209) 523-0734
City of Page 697 Vista Avenue/P.O. Box 1180 Page, AZ 86040	City of Page Crack Seals, Seal Coats and Slurry Seals for City Streets & Parking Lots	23,816 SY Slurry Seal Type II 10,566 SY Slurry Seal 33,894 SY Micro Seal Type III	June 2018	\$205,000.00	Kyle Christiansen (928) 645-4300 kchristiansen@pageaz.gov
Environmental Concepts Pavement Preservation Spec., Inc. 27801 Hale Court Tehachapi, CA 93561	City of Wasco - Roadway Fiber Seal of Various Streets Wasco, CA	197,740 SF Double Fiber Seal 188,566 SF Single Fiber Seal	April 2018	\$198,575.00	(661) 821-5402
Environmental Concepts Pavement Preservation Spec., Inc. 27801 Hale Court Tehachapi, CA 93561	CalTrans District 11 Fiber Microsurfacing - SR-98/SR-7 El Centro, CA	200,000 SF Fiber Microsurfacing Type III Rubber Tire Roller W/Operator	July 2018	\$142,750.00	Brennen R. Davis (661) 477-9878 BRENNEN.envconcepts@bak.rr.com
Sonoma County Airport 2290 Airport Blvd. Santa Rosa, CA 95404	Pavement Preservation - Apron D Rehabilitation	Micro-Surfacing, Pavement Repairs, Fog Seal and Pavement Markings	August 2018	\$184,889.50	Jon Stout (707) 565-7243 jon.stout@sonoma-county.org
California Dept of Transportation 1727 30th Street Sacramento, CA 95816	Caltrans 07-3W8604 Los Angeles County	13,300 Ton Slurry Seal	December 2018	\$5,617,120.00	Sam Gallardo, PE (310) 345-0266
City of Prescott 201 S. Cortez Street Prescott, AZ 86303	FY18 Pavement Preservation Project No. 18-2157810-8930-90036	2,100 Tons Microsurfacing Dry Aggregate 360 Ton Microsurfacing Asphalt Emulsion 55,000 SY Slurry Seal 115,000 SY Fog Seal 115,000 SY Rubber Chip Seal	September 2018	\$2,590,000.00	Steve Guizzo (928) 777-1130 steve.guizzo@prescott-az.gov
City of Fairfield 1000 Webster Street Fairfield, CA 94533	Pavement Maintenance Project 2018 - Waterman Highlands, Southbrook	Chip Seal, Slurry Seal and Crack Seal	August 2018	\$2,990,000.00	Caroline Vedder (707) 428-7484
Environmental Concepts Pavement Preservation Spec., Inc. 27801 Hale Court Tehachapi, CA 93561	CalTrans Stockton Ben Holt, March Lane	208,000 SF Fiberized Micro-Surfacing Type III	August 2018	\$120,840.00	Brennen R. Davis (661) 477-9878 BRENNEN.envconcepts@bak.rr.com
Town of Apple Valley 14955 Dale Evans Parkway Apple Valley, CA 92307	Paving 17-18 Project No. 2018-01	214,389 SY Cape Seal 315,179 SY Chip Seal with Flush Coat 883 Ton Micro-Surfacing Type II	August 2018	\$1,660,120.00	Rich Berger (760) 240-7000 rberger@applevalley.org
Port of Oakland 530 Water Street Oakland, CA 94607	Middle Harbor Road Pavement Improvements (Slurry Seal)	76,000 SY Slurry Seal III	August 2018	\$281,120.00	Chris Chan, Chief Engineer (510) 627-1100 cchan@portoakland.com
Maricopa County 2901 W. Durango Street Phoenix, AZ 85009	MH1802 Asphalt Chip Seal	503,428 SY Chip Seal	August 2018	\$2,005,000.00	Leon Adair (602) 506-4684 leonadair@mail.maricopa.gov
Port of Stockton P.O. Box 2089 Stockton, CA 95201	Port of Stockton Admin Building Front and Back Parking Lots Stockton, CA	58,931 SF Fiberized Slurry Seal Type II Crack Fill and Striping	September 2018	\$37,230.00	Richard Navarro (209) 946-0246 mnavarro@stocktonport.com
Amador County Dept. of Transportation & Public Works 810 Court Street Jackson, CA 95842	2018 CSA 5 ZOB 8 Surrey Junction Road Maintenance Project County Project 349118001	7,250 SY Asphaltic Emulsion Chip Seal	August 2018	\$120,120.00	Jared Rainking, PE (209) 223-6222 jreinking@amadorgov.org
City of San Luis Obispo 919 Palm Street San Luis Obispo, CA 93401-3218	Roadway Sealing 2018 and Laurel Lane Complete Streets 2018	600,000 SY Slurry Seal Type II	October 2018	\$2,493,000.00	Khay Nguyen, PM (805) 781-7108 hnguyen@slcity.org

OWNER / AGENCY/ CUSTOMER	PROJECT TITLE	DESCRIPTION OF BIDDER'S WORK	Date of Completion	Original Contract Amount	CONTACT
Environmental Concepts Pavement Preservation Spec., Inc. 27801 Hale Court Tehachapl, CA 93561	Tulare Fibre Wasco Piggyback	150,005 SF Fiber Slurry Single 563,872 SF Fiber Slurry Double	June 2018	\$442,834.66	Brennen R. Davis (661) 477-9878 BRENNEN.envconcepts@bak.rr.com
City of Vacaville 650 Merchant Street Vacaville, CA 95688	2018 Slurry Seal	761,530 SY Modified Type II Slurry Seal	September 2018	\$1,817,000.00	Amer Rihani, PM (707) 449-5340
City of Fairfield 1000 Webster Street Fairfield, CA 94533	PMP 2018-Phase 2 Cordella & Green Valley	Asphalt Rubber Chip Seal Type II Micro Surface Slurry Seal	October 2018	\$3,073,000.00	Doug Vong (707) 428-7784 dvong@fairfield.ca.gov
BC Traffic Specialist 1443 N. Miller Drive Colton, CA 92324	City of Carlsbad Shoulder Work	557,287 SF Micro Fiber Seal Type III 49,005 LF Cold Plane/Micro Grind	September 2018	\$456,387.62	Gary Rivers (714) 974-1100

VSS International, Inc.
Completed Projects List - 2019

OWNER / AGENCY / CUSTOMER	PROJECT TITLE	DESCRIPTION OF BIDDER'S WORK	DATE OF COMPLETION	ORIGINAL CONTRACT AMOUNT	CONTACT
West Coast Materials 2190 Guinevere Ct Merced, CA 95340	Caltrans Stockton Ramps	Fiber Seal	June 2019	\$75,312	Stephen Hamilton (209) 777-6269 s_hamilton@westcoastmaterials.com
City of Phoenix, AZ - Street Transportation Dept. 1034 E Madison St Phoenix, AZ 85034	Project No. ST87400336-1	Scrub Seal	April 2019	\$827,034	Jose M. Rodriguez (602) 262-4054 jose.m.rodriguez@phoenix.gov
County of Siskiyou Department of General Services 305 Butte St Yreka, CA 96097	Scott Valley Airport Slurry Seal Project	Slurry Seal	October 2019	\$277,120	Scott Waite (530) 925-2629 Swaite@co.Siskiyou.ca.us
City of Carpinteria 5775 Carpinteria Ave Carpinteria, CA 93013	2019 Pavement Maintenance Project	Slurry Seal	August 2019	\$557,120	Debbie Talarico (805) 684-5405 debbiet@ci.carpinteria.ca.us
Maricopa County Department of Transportation 320 Lincoln St Phoenix, AZ 85003	Slurry Seal Treatment for County Roads	Slurry Seal	June 2019	\$1,016,000	Leon Adair (602) 506-4684 leonadair@mail.maricopa.gov
ADOT - Arizona Department of Transportation 206 S 17th Ave, MD 102A Phoenix, AZ 85007	179 YV 304 M699001C 179-A-NFA - RIMROCK-Sedona Hwy (SR179), RANGER STATION - CHAPEL RD	Fog Seal	July 2019	\$718,000	Steve Monroe (602) 712-7346 smonroe@azdot.gov
Town of Apple Valley 14955 Dale Evans Pkwy Apple Valley, CA 92307	Resurfacing 2019-01	Slurry	July 2019	\$1,375,120	Rich Berger (760) 240-7000 rberger@applevalley.org
City of Albany 1000 San Pablo Ave Albany, CA 94706	2018 Pavement Maintenance and ATP Striping & Signage Project	Slurry & Chip	October 2019	\$965,364	Robert Gonzales (510) 559-4270 rgonzales@albanyca.org
City of Clearlake 14050 Olympic Dr Clearlake, CA 95422	Moss/Davis Ave. Pavement Rehabilitation Project	Micro	June 2019	\$210,120	Gene Harris (707) 272-0687 gharris@clearlake.ca.us
Town of Carefree, AZ 8 Sundial Circle Carefree, AZ 85337	Pavement Preventative Maintenance Project 2019-101	Micro	April 2019	\$677,000	Gary Nelss (480) 488-3686 gary@carefree.org
Knife River Corporation 4055 Professional Way Idaho Falls, ID 83402	Lincoln Road Improvements, Bonneville County, Idaho	Micro	June 2019	\$120,800	Chris Boniface (805) 714-1212 chris.boniface@kniferiver.com
The Fishel Company 1366 Dublin Road Columbus, OH 43215	41st & Peoria Microseal	Micro	April 2019	\$8,556	Adam Aiken (520) 777-4696 aiken@teamfishel.com
West Coast Materials 2190 Guinevere Ct Merced, CA 95340	Caltrans Sonora EB & WB SR-108 on & off ramps Mono Way EB & WB SR-108 on & off ramps at Phoenix Lake Road and Hess Ave.	Micro	June 2019	\$163,800	Stephen Hamilton (209) 777-6269 s_hamilton@westcoastmaterials.com
County of Bingham 501 N Maple #205 Blackfoot, ID 83221	Type 3 Micro-Surfacing Road Application Contract	Micro	July 2019	\$792,300	Troy Lenhart (208) 251-1043 tlenhart@co.bingham.id.us
City of Santa Cruz 809 Center Street, Rm 201 Santa Cruz, CA 95060	2019 Surface Seal Project (c400810)	Micro	July 2019	\$1,561,232	Ricardo Valdes (831) 420-5198 rvaldes@cityofsantacruz.com
County of Solano 675 Texas St, Ste 5500 Fairfield, CA 94533	Asphalt Rubber Cape Seal 2019	Asphalt Rubber Cape Seal	July 2019	\$2,138,120	Robert Liu (707) 784-6074 rliu@solanocounty.com
City of Pocatello 2405 Garrett Way Pocatello, ID 83201	Type III Nucri Surfacing Services	Micro	July 2019	\$498,500	Tom Kirkman (208) 234-6250 tkirkman@pocatello.us
County of Lake Public Services Department 16015 Davis Ave Clearlake, CA 95422	Landfill Road Repairs	Slurry	May 2019	\$42,900	Lars Ewing (707) 262-1618 lars.ewing@lakecounty.ca.gov
City of Foster City 610 Foster City Blvd Foster City, CA 94404	Fiber Seal Trial At Constitution Drive	Fiber Seal	July 2019	\$38,103	Francine Magno (650) 286-3388 Fmagno@fostercity.org
Anderson Striping PO Box 1014 Kingsburg, CA 93631	Modesto City Schools Seal Coat at various Sites/Beyer High School	Slurry	June 2019	\$56,387	Ed Woolley (559) 897-2760 ed@andersonstriping.com

VSS International, Inc.
Completed Projects List - 2019

OWNER / AGENCY / CUSTOMER	PROJECT TITLE	DESCRIPTION OF BIDDER'S WORK	DATE OF COMPLETION	ORIGINAL CONTRACT AMOUNT	CONTACT
City of Ripon 259 N Wilma Ave Ripon, CA 95366	Mulholland/California Resurface Projec DIR Project ID 286011	Slurry	February 2020	\$614,120	Elizabeth Quilici (209) 599-0236 equilici@cityofripon.org
Yucca Valley 58928 Busines Center Drive Yucca Valley, CA 92284	Town-Wide Slurry Seal Project #8340A	Slurry & Cape Seal	October 2019	\$922,000	Armando Baldizzzone (760) 369-6579 abaldizzzone@yucca-valley.org
G. Bortolotto & Company, Inc. 582 Bragato Rd San Carlos, CA 94070	2019 Rehabilitation Project CE - 17-18-19	Slurry & Chip	October 2019	\$915,120	Keving Forouhi (408) 615-3064 kforouhi@santaclaraca.gov
County of San Joaquin 1810 E Hazelton Ave Stockton, CA 95205-6232	Chip Seal 2018-2019	Chip Seal & Slurry	August 2019	\$2,279,000	Miguel Aguirre (209) 968-4876 miaguirre@sjgov.org
City of Healdsburg 401 Grove St Healdsburg, CA 95448	Healdsber 2018/2019 Measure V Pavement Rehibilatation Project No. 201-02	Micro & Chip	September 2019	\$940,120	Clay Thistle (707) 431-3346 cthistle@ci.healdsburg.ca.us
NDOT 310 Galletti Way Sparks, NV 89431	SR 208 and SR 824 in Lyon County	Slurry	August 2019	\$540,000	Gary Selmi (755) 829-8383 gselmi@dcsvn.com
Federal Highway Administration 610 E 5th St Vancouver, WA	WA NPS PP SAJH 2018(1) Pavement Preservation San Juan Island	Micro	September 2019	\$789,197	Michael Niemi (260) 619-7758 Michael.niemi@dot.gov
City of Yuba City 1201 Civic Center Blvd Yuba City, CA 95993	2019 Resurfacing Project Contract No. 18-09	Slurry	October 2019	\$534,424	Nicholas Menezes (530) 822-4640 nmenezes@yubacity.net
City of Sanger 2985 N Burl Ave Fresno, CA 93727	2019 Street Sealing Project	Slurry & Cape Seal	November 2019	\$689,029	Ryan Rabbon (559) 244-3123 RRabbon@yhm.com
NDOT 1250 Lamoille Hwy, Ste 1154 Elko, NV 89801	US 93 in Elko and White Pine Counties	Slurry	October 2019	\$3,996,120	Mirak Mahari (775) 291-0213 mmahari@dot.nv.gov
City of Seattle 700 Fifth Ave Seattle, WA 98104	2019 Non Arterial Pavement Project PW#2019-014	Slurry	September 2019	\$1,148,000	Joe Mathieu (206) 687-3781 joe.mathieu@seattle.gov
City of Victor 10 S Main St, Unit 101 Victor, ID 83455	2019 City of Victor Micro Seal	Micro	July 2019	\$50,298	Robert H (208) 787-2940 roberth@victorcityidaho.com
DSH-Atascadero 10333 El Camino Real Atascadero, CA 93422	Slurry Seal Services,	Slurry	November 2019	\$300,000	Tom Smet (805) 391-0948 thomas.smet@dsh.ca.gov
City of Vacaville 650 Merchant St Vacaville, CA 95688	2019 Slurry Seal Project	Slurry	September 2019	\$1,121,983	Amer Rihani (707) 449-5139 amer.rihani@cityofvacaville.com
Town of Apple Valley 14955 Dale Evans Pkwy Apple Valley, CA 92307	Resurfacing 2019-02	Mico	December 2019	\$1,840,120	Rich Berger (760) 240-7000 rberger@applevalley.org
NDOT 310 Galletti Way Sparks, NV 89431	SR 207/Kingbury Grade From US 50 to SR 206/Foothill Road	Micro & Chip	September 2019	\$1,392,909	Ashley Hurlbut (775) 881-8934 ahurlbut@dot.nv.gov
County of Calaveras 891 Mountain Ranch Rd San Andreas, CA 95249	West Point Bikeway Project	Micro Type III	September 2019	\$156,200	Joshua Ksenzulak (209) 754-6402 jksenzulak@co.calaveras.ca.us
City of Palo Alto 250 Hamilton Ave Palo Alto, CA 94303	FY 2019/2020 Streets Preventive Maintenance Project Re-Bid (175087 A)	Micro	November 2019	\$1,543,000	Brittany Leung (650) 329-2197 brittany.leung@cityofpaloalto.org
City of Anderson 1877 Howard St	2019 Cape Seal	Micro	October 2019	\$453,000	David Durette (530) 378-6641 ddurette@ci.anderson.ca.us
City of Merced 678 W 18th St Merced, CA 95340	Project No. 119065-Slurry Seal Various at Locations	Slurry Seal	November 2019	\$296,000	Paul Flores (209) 388-8708 floresp@cityofmerced.org
County of Santa Barbara Anderson, CA 96007	2018/2019 Pavement Pres. & Prevent. Maint.- County Project No. 820683	Chip & Slurry	December 2019	\$2,245,120	Eric Pearson (805) 681-5676 epearso@cosbw.net
City of Ceres 2220 Magnolia St	2019 Pavement Preservation Project	Chip & Slurry	November 2019	\$937,000	Sam Royal (209) 538-5617 Samir.royal@ci.ceres.ca.us

VSS International, Inc.
Completed Projects List - 2019

OWNER / AGENCY / CUSTOMER	PROJECT TITLE	DESCRIPTION OF BIDDER'S WORK	DATE OF COMPLETION	ORIGINAL CONTRACT AMOUNT	CONTACT
City of Lindsay 150 N Mirage Ave Lindsay, CA 93247	2019 Asphalt Rubber Cape Seal Project	Cape Seal	October 2019	\$817,000	Neyba Amezcua (559) 562-7102 namezcua@lindsay.ca.us
City of King 212 South Vanderhurst Ave King City, CA 93930	2019 King City Slurry Project	Slurry Seal	November 2019	\$160,800	Octavio Hurtado (831) 386-5927 ohurtado@kingcity.com
City of Oakdale 280 North Third Ave Oakdale, CA 95361	Greger & Willowood Slurry Seal	Slurry Seal	December 2019	\$261,000	Michael Renfrow (209) 845-3600 mrenfrow@ci.oakdale.ca.us
AC Lopez Construction 310 S Clementine St Oceanside, CA 92054	Fox Field Asphalt 4725 William J Barnes Ave., Lancaster CA	Slurry	November 2019	\$245,442	Amber Lopez (562) 335-1048 amber@aclopez.com



City Council Staff Report

Department: CITY MANAGER'S OFFICE

July 14, 2020

To: Mayor and City Council
From: Maggie Moreno, Administrative Services Director
By: Linda Barkley, City Clerk
Subject: Liability Claim (MM)

RECOMMENDATION

Pursuant to Government Code Section 54956.95; Claimant(s): Deanna Rowena Barnett.
Agency Claimed Against: City of Dinuba.

EXECUTIVE SUMMARY

OUTSTANDING ISSUES

DISCUSSION

FISCAL IMPACT

PUBLIC HEARING



City Council Staff Report

Department: CITY MANAGER'S OFFICE

July 14, 2020

To: Mayor and City Council
From: Nancy Jenner, City Attorney
By: Linda Barkley
Subject: Liability Claim (NJ)

RECOMMENDATION

Pursuant to Government Code Section 54956.95; Claimant(s): Akop Jack Elechyan, dba Eagle Fire and Water Restoration, Inc.
Agency Claimed Against: City of Dinuba.

EXECUTIVE SUMMARY

OUTSTANDING ISSUES

DISCUSSION

FISCAL IMPACT

PUBLIC HEARING