CITY OF DINUBA
Together, A Better Community
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CITY COUNCIL
REGULAR MEETING AGENDA

Tuesday, July 13, 2021 / 6:30 PM / City Hall / 405 East El Monte Way, Dinuba

District 1	District 2	District 3	District 4	District 5
Rachel Nerio-Guerrero Council Member	Maribel Reynosa Vice Mayor	Armando Longoria Council Member	Kuldip Thusu Council Member	Linda Launer Mayor

All attendees are advised that electronic devices should be placed on silent upon entering the Council Chambers.
The City Council will take action on all items listed on the agenda.

1. OPENING CEREMONIES

1.1. Welcome and Call to Order

1.2. Invocation

1.3. Pledge of Allegiance

2. AGENDA CHANGES OR DELETIONS

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

3. PRESENTATIONS/CEREMONIAL MATTERS

3.1. Recognition of Karla Radtke, Landscape Technician, Retiring (SH)

3.2. Introduction and Oath of Office Bryan Marsh, Firefighter-Paramedic (JorW)

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.

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 Construction Contract Management Procedures (IH)

RECOMMENDATION

Council review and approve Capital Improvement Project Procedures for all capital construction contracts.

5.2. **SUBJECT**

Resolution No. 2021-24 Acquisition of a Public Street, Utility, and Temporary Construction Easement for the Euclid Avenue Street Improvements Project (JW)

RECOMMENDATION

Council adopt Resolution No. 2021-24 accepting the right-of-way dedications for public street, utility, and temporary construction purposes for the Euclid Avenue Street Improvements Project.

5.3. **SUBJECT**

Addendum to the Lease Agreement between the City of Dinuba and Dinuba Unified School District for the use of the Dinuba Vocational Center (DJ)

RECOMMENDATION

Council approve modification to the terms of the lease agreement with the Dinuba Unified School District for use of the Dinuba Vocational Center and authorize the City Manager or designee to execute the addendum.

5.4. **SUBJECT**

Approving the Amendment and Novation Agreement between the City of Dinuba and MuniServices, LLC and adopting Resolution No. 2021-27 authorizing specified City employees to examine sales and use tax records (KS)

RECOMMENDATION

Council to take the following action by one motion:

1) Approve the Amendment and Novation Agreement substituting Municipal Resource Consultants with MuniServices, LLC, and;

2) Adopt Resolution No. 2021-27 designating and authorizing the City Manager, Assistant City Manager, Administrative Services Director and Fiscal Analyst to examine sales and use tax records from the California Department of Tax and Fee Administration (CDTFA).

5.5. **SUBJECT**

Resolution No. 2021-34 Approving Adjustments to the Fiscal Year 2020/21 Budget (KS)

RECOMMENDATION

Council adopt Resolution No. 2021-34 approving budget amendments for Fiscal Year-End 2020-2021.

5.6. <u>SUBJECT</u>

Request for Excused Absence Armando Longoria (LB)

<u>RECOMMENDATION</u>

Council to consider a request to excuse the absence of Council Member Armando Longoria at the June 8, 2021 City Council meeting.

5.7. <u>SUBJECT</u>

Resolution No. 2021-36 Approving the Memorandum of Understanding with the Dinuba Police Officers' Association (MA)

<u>RECOMMENDATION</u>

Council adopt Resolution No. 2021-36 approving the Memorandum of Understanding with the Dinuba Police Officers' Association.

5.8. <u>SUBJECT</u>

Resolution No. 2021-35 Approving the Memorandum of Understanding with the Dinuba Employees' Association (MA)

<u>RECOMMENDATION</u>

Council adopt Resolution No. 2021-35 approving the Memorandum of Understanding with the Dinuba Employees' Association.

5.9. <u>SUBJECT</u>

Resolution No. 2021-37 Approving the Benefit Guidelines for the Administrative, Professional, and Confidential Employees (MA)

<u>RECOMMENDATION</u>

Council to adopt Resolution No. 2021-37 approving the Benefit Guidelines for the Administrative, Professional and Confidential employee to comply with the CalPERS reporting requirements and to reflect current practices and regulatory federal and state laws.

5.10. <u>SUBJECT</u>

Resolution No. 2021-38 Approving the Side Letter of Agreement Amending the 2019-2024 Memorandum of Understanding Between the City of Dinuba and Dinuba Firefighters' Association (MA)

<u>RECOMMENDATION</u>

Council to adopt Resolution No. 2021-38 approving the Side Letter of Agreement amending the 2019 - 2024 Memorandum of Understanding between the City of Dinuba and Dinuba Firefighters' Association.

5.11. <u>SUBJECT</u>

City Council Meeting Minutes (LB)

RECOMMENDATION

Council to review and approve City Council meeting minutes of June 22, 2021 as presented.

5.12. **SUBJECT**

Resoluton No. 2021-39 Approving Fiscal Year 2021-22 Salary Schedule (MA)

RECOMMENDATION

Council to adopt Resolution No. 2021-39 Approving the Fiscal Year 2021-22 Salary Schedule for compliance with the Public Employees' Retirement Law.

6. WARRANT REGISTER

6.1. **SUBJECT**

Warrant Register June 25 & 30; July 9, 2021 (KS)

RECOMMENDATION

Council to review and approve the warrant register as presented.

7. DEPARTMENT REPORTS

7.1. **SUBJECT**

Cancellation of City Council Meetings Scheduled on July 27 and August 24, 2021 (LB)

RECOMMENDATION

Council to consider cancellation of the City Council meetings of July 27 and August 24, 2021.

7.2. **SUBJECT**

Delta Mosquito and Vector Control District Proposed Funding Measure (LB)

RECOMMENDATION

Council to approve a proposed assessment in favor of the Delta Mosquito and Vector Control District measure to fund mosquito, vector, and disease control services, and authorize the City Manager to cast the ballots in favor, on behalf of the City of Dinuba-owned properties.

7.3. **SUBJECT**

Designation of League of California Cities Voting Delegate and Alternate(s) (LB)

RECOMMENDATION

Council to appoint a delegate and alternate delegate(s) to vote on matters pertaining to League policy on behalf of the City of Dinuba at the League of California Cities Annual Business Meeting.

7.4. SUBJECT

2021 California Drought Conditions Update (IH)

RECOMMENDATION

Council receive information regarding the State's current drought conditions an direct staff accordingly.

8. MAYOR/COUNCIL REPORTS

9. CITY MANAGER COMMUNICATIONS

10. CITY STAFF COMMUNICATIONS

11. CLOSED SESSION

11.1. Conference with Real Property Negotiators

Pursuant to GC 54956.8, Sale of Real Property; Property: APN(s): 017-280-020
Agency Negotiator(s): Luis Patlan, City Manager and Daniel James, Assistant City Manager
Under Negotiation: Letter of Intent to Purchase

12. ADJOURNMENT

This agenda was posted at least 72 hours prior to the regular meeting per GC Section 54954.2(a). A Citizens' Packet regarding this meeting is available at the City Clerk's Office located at City Hall, 405 East El Monte Way, Dinuba CA 93618.

In compliance with the Americans with Disabilities Act, if special assistance is needed to participate in the meeting, please contact the City Clerk's Office at 559-591-5900. Please provide at least 48 hours notification prior to the meeting to allow staff to make reasonable arrangements. (28 CFR 35.102-35.104 ADA Title II)

City Council Staff Report

Department: PARKS AND COMMUNITY SERVICES

July 13, 2021

To: Mayor and City Council

From: Stephanie Hurtado, Parks and Community Services Director

Subject: Recognition of Karla Radtke, Landscape Technician, Retiring (SH)

RECOMMENDATION

Recognition and gratitude for 16 years of service as a Landscape Technician for the Parks and Community Services Department.

EXECUTIVE SUMMARY

None.

OUTSTANDING ISSUES

None.

DISCUSSION

None.

FISCAL IMPACT

None.

PUBLIC HEARING

None.

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City Council Staff Report

Department: FIRE SERVICES July 13, 2021

To: Mayor and City Council

From: Jordan Webster, Fire Chief

By: Jordan Webster, Fire Chief

Subject: Introduction and Oath of Office Bryan Marsh, Firefighter-Paramedic (JorW)

RECOMMENDATION

EXECUTIVE SUMMARY

OUTSTANDING ISSUES

DISCUSSION

FISCAL IMPACT

PUBLIC HEARING

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City Council Staff Report

Department: PUBLIC WORKS July 13, 2021

To: Mayor and City Council

From: Ismael Hernandez, Public Works Director

By: George Avila, Business Manager

Subject: Approval of Construction Contract Management Procedures (IH)

RECOMMENDATION

Council review and approve Capital Improvement Project Procedures for all capital construction contracts.

EXECUTIVE SUMMARY

The Public Works Director and City Engineer have put together a brief outline of contract management procedures that are applicable to all capital construction projects. These procedures will supplement state and federal funding guidelines for proper documentation and implementation of capital projects.

OUTSTANDING ISSUES

None.

DISCUSSION

The City of Dinuba adopts and implements a Five-Year Capital Improvement Program (CIP) that identifies and funds major capital projects throughout the year such as, but not limited, to streets, sewer, water, storm drain, and public facilities. Recent examples include the W. El Monte Way Street Widening Project, Kern Street Storm Drain Project, North Alta/Griggs Improvements, Police Parking Lot Expansion, and the College Avenue Rail Crossing Improvements.

The City's CIP involves millions of dollars in local, state and federal funding. For fiscal year 2021/22 a total of over $12M in capital projects will be funded. Given the scope and funding sources for these projects, staff prepared procedures to formalize internal controls and processes for documenting and closing-out capital projects that will supplement guidelines established by the California Transportation Department, the California Transportation Commission and the Federal Highway Administration. A copy of the procedures are enclosed as Attachment 'A'.

The procedures will take effect upon approval by the City Council.

FISCAL IMPACT

There is no fiscal impact associated with the recommended action.

PUBLIC HEARING

None.

ATTACHMENTS:

A. Contract Management Procedures

To: Public Works Department Staff

From: Ismael Hernandez, Public Works Director

Date: June 4, 2021

Re: City of Dinuba Capital Improvement Project Procedures and Tasks

The City of Dinuba Public Works and Engineering Department have the responsibility to understand the requirements and procedures of administering State and Federal grants passed through Caltrans. The City will coordinate any changes to project amendments, agreements, and program guidelines to understand deliverables and the timely submittal of the final delivery reports for future Federal and State funded projects.

These procedures are to supplement, and are in compliance with the appropriate guidelines for each of the grant programs and must be followed for all grants administered through Caltrans. These procedures are also intended to supplement the CTC's and Caltrans programmatic guidelines for all State and Federal grant funds. The procedures will be effective immediately and may be revised or changed at any time subject to revisions to any of the programs administered by Caltrans and the Federal Highway Administration (FHWA).

CONTRACT AWARD

1. Once project plans and specifications have been approved and finalized by Public Works Director and City Engineer, the construction project will be put out for competitive bidding. The solicitation of bids will be announced in the local newspaper and in construction exchange websites as appropriate.
2. Project specifications shall include a "bid opening" date that will be held at a public forum and every submitted bid will be read aloud so that all who are in attendance are made aware of preliminary results. Each submitted bid will be identified by name of construction company and amount of the bid. All bids will be recorded in a bid log sheet that shall be kept in the project file.
3. City Engineer will identify the lowest responsive and responsible bidder through a bid evaluation process. The process consists of confirming the apparent low bidder is registered with the Department of Industrial relations, the bonds submitted are adequate, that the contractor's license is active, that all bidding addendums have been signed, the insurance limits adhere to the contractual obligations, and the bid proposal complies with the requirements of the Standard Specifications. Once the bid evaluation has been completed, the City can award the Contract to the most responsive and lowest bidder.
4. The City Engineer will contact low bidder and will notify them of their status. City Engineer will prepare a staff report to the City Council and request authorization to award the construction contract to the low bidder. Upon Council approval the City Engineer will finalize contract award.

PRE-CONSTRUCTION PROCEDURES

1. Project Manager (PM) and Resident Engineer (RE) shall review and have a thorough knowledge of project plans, specifications, and Contract documents prior to the pre-construction meeting.

2. Ensure the material testing firm has been selected through a Request for Qualifications (RFQ) procedure and ensure the firms are aware of the QAP testing procedures adopted and approved by the City and reviewed by Caltrans.
3. Provide the Project Inspector (PI) all the project information and plans a minimum of 1 week prior to the pre-construction meeting.
4. Prior to issuing the Notice to Proceed (NTP), the Contractor shall provide an encroachment permit, emergency contact list, construction schedule, notice to residents, and a material submittal package.
5. After Contracts have been executed and the Contractor has provided all necessary insurance/bonding documentation, the RE shall set up a pre-construction meeting to discuss contractual obligations that are expected to be met by the Contractor and discuss any questions or concerns the Contractor might have prior to receiving the NTP.
6. Contractor shall submit and get all other approved permits through Caltrans, California Air Resources Control Board, Storm Water Pollution Prevention Procedures (SWPPP), etc. prior to commencing construction. Contractor shall have the site utilities marked a minimum of 5 working days prior to construction and do a site walk with the PI prior to the start of construction. Any issues discovered at that time shall be mitigated immediately and brought to the attention of the PM.

CONSTRUCTION TASKS/PROCEDURES

1. PM shall, at a minimum, visit the site on a bi-weekly basis to see how construction activities are progressing. PM will compare the site improvements to the plan and specifications. Throughout the duration of the project the PM and PI shall work cohesively to catch and mitigate construction errors before they occur.
2. PM and RE shall be in daily communication with the PI on the project progress.
    a. RE shall be responsible for managing the Contract during construction. Additionally, the RE shall have the responsibility to review and initial the daily reports prepared by the PI.
    b. PM shall be in charge of the project during all phases of work. The phases of work consist of Environmental, Right-of-Way, Design, Construction, and Project Closeout.
3. Electronic files must be kept up to date with all items in the appropriate folders.
    a. PM is required to keep an index with the description of categories and subcategories to ensure the project is organized.
4. PM shall keep an accurate cost spreadsheet of all construction related costs, change orders, Geotech invoices, and any other time related items that could potentially be billed to the project.
5. PM shall watch the Contractors schedule and if the Contractor starts to fall significantly behind the PM shall request a revised schedule from the Contractor and inform the Contractor of possible liquidated damages if the project is not completed within the allocated working days specified in the project specifications. The PM will keep an accurate weekly statement of working days and send the statement to the Contractor on a weekly basis.
6. Progress Payments
    a. The Contractor is required to submit progress payments once a month.
    b. The PI shall prepare a quantity calculation sheet for each item that the Contractor is requesting to be paid for. The RE will have the responsibility to check the quantity calculations independently and shall compare the bid items generated by the PI to the Contractor's invoice.
        i. The PI's daily inspection report shall include the necessary support to verify the quantity calculations.
    c. PM shall coordinate with the PI and RE to verify all quantities depicted on the invoice are accurate.
        i. Each progress payment shall include load tickets and any other necessary paperwork to prove the quantity depicted on the invoice is accurate.
    d. On Federal/State projects, after the quantities have been reviewed and are accurate, the PM shall sit down with the City Engineer or Public Works Director designee and review "participating" and "non-participating" costs to ensure the City receives reimbursement for "participating" construction items.

    e. Once the quantities have been verified and deemed accurate by all parties, the City Engineer or Public Works Director will sign the progress payment in preparation for payment.
7. Certified Payroll
    a. The PM or PM designee shall check 2-3 of the employees' wages for that week's payroll and circle the data checked. Once checked, the PM or PM designee will sign the certified payroll and put a date next to the signature verifying the document was reviewed.
    b. The PM or PM designee shall check one of the payrolls each month against the PI's daily log to make sure it says that employee was working on that day.
8. PM or PM designee will conduct employee interviews to make sure the correct wage rates are being recorded. Two (2) interviews will occur per trade per month.
9. PM or PM designee will review the PI's daily logs once a week and make sure the PI is keeping the appropriate records. Regularly remind the PI about items or make them aware of issues that need to be addressed or that they need to watch out for.
    a. The RE will have the responsibility to review and initial each daily log to ensure compliance.
10. Change Orders
    a. Contractor shall discuss all potential change orders and improvement deviates with the PI onsite prior to contacting the PM
        i. The PI shall inform the RE immediately via a phone call or email the merit of the potential change order.
        ii. If the approval process has the possibility of causing unnecessary delays or claims, the Public Works Director or RE can provide direction to the Contractor, in writing, to proceed with the extra work via Time and Materials (T&M) with overhead and profit per the project specifications.
    b. Once the RE and Contactor have discussed the potential change order, the Contractor shall submit the potential change order to the RE for review.
    c. The potential change order shall include all backup documentation necessary to justify the potential change order. Potential backup documentation could include pictures, a memorandum justifying the change order, letters from the manufacturer, and/or a signed Time & Material (T&M) sheet by the PI and Superintendent on site.
    d. Once all the documentation is provided, the PM shall write an email to the Public Works Director and City Engineer notifying them of the change order and justification for the additional cost. The Public Works Director and the City Engineer shall review the project budget, grant reimbursement information, and the overall change order package. Once reviewed and approved, the Contractor, City Engineer, and Public Works Director shall all execute a copy of the change order.
    e. Once the change order is officially executed, the Contractor can then proceed with the additional work.
11. Punchlist
    a. Once the Contractor makes the PM aware that the project is 90% complete and they are ready for the preliminary punchlist, the PM and PI will coordinate to prepare a preliminary punchlist. This list will be compiled by the PI and PM without the oversight of the Contractor. It shall be the PM's responsibility to ensure all other entities have walked the site and provided their punchlists.
        i. The Contractor can request for additional working days if there are punchlist items that were out of their control. The Contractor will be required to formally request additional days via email. The Contractor will be fully aware of their contractual working days due to the Weekly Statement of Working Days (WSOWD) being sent out to the Contractor weekly.
    b. Once the Contractor notifies the PM that the preliminary punchlist is complete, the PM and PI will walk the project site again to verify all items were completed per City of Dinuba Standards and Specifications and, if necessary, create a final punchlist.
    c. Punchlist items are required to be completed within the working days delineated in the project specifications. The WSOWD's will be continually sent weekly by the PM until the Contractor has completed the project and all punchlist items have been completed.

FINAL DELIVERY REPORTS (FDRs) TIMELY SUBMITTAL PROCEDURES

1. The Project Manager (PM) will inform the City Engineer and Public Works Director by copy of the memorandum/email sent to the Contractor indicating "completion" of the project.
    a. Completion: The Contractor shall submit a written assertion that the work has been completed which includes the project punchlist. If in the City Engineer's judgement, the work has been completed in accordance with the Contract Documents, the Project Manager or City Engineer shall set forth in writing the date the Work was completed. This will be the date when the Contractor is relieved from the responsibility to protect and maintain the work and to which liquidated damages will be computed.
2. After completion of construction, the City Engineer will prepare a Council report to formally accept the project.
3. The City of Dinuba City Council approves the projects construction completion by means of "Acceptance" at a scheduled Council meeting after all expenditures have been paid except for the project retention, all claims have been settled, and all final documentation have been provided by the Contractor.
    a. Acceptance: Acceptance will occur after all the requirements contained in the Contract Documents have been fulfilled. If in the City Engineer's judgements, the Contractor has fully performed the Contract, the City Engineer will recommend to the City Council that the Contractor's performance of the Contractor be accepted.
4. The City Engineer or Public Works Director designee shall, with assistance from the PM, prepare the Final Delivery Report or Completion Report within six (6) months after the construction completion date.
5. After final review and approval by the PM, the City Engineer or Public Works Director designee will submit the Final Delivery Report or Completion Report to the Caltrans, District 6 Local Assistance Engineer (DLAE) at the Office of Local Assistance.
6. Any subsequent revision or changes to the Final Delivery Report or Completion Report will be the responsibility of the City Engineer or Public Works Director designee with assistance from the PM.
7. The City Engineer or Public Works Director designee will prepare a Final Report of Expenditures (Final Close-out) after City Council Acceptance. The Final Close-out is to be submitted to Caltrans, District 6, Office of Local Assistance and within 180 days after City Council approval of the Final Contract Acceptance. In addition to the Final Close-out report, a Final Delivery Report must be submitted for Federal and State funded projects at the conclusion of all remaining project activities to reflect final project expenditures, and any changes after submittal of the Completion Report that will require an updated evaluation of the benefits.
8. Any final revision or changes at final close-out will be the responsibility of the City Engineer or Public Works Director designee and shall be coordinated with the PM.
9. If there are changes to the Final Delivery Report or the Completion Report, the City Engineer or Public Works Director designee shall submit a supplemental Final Delivery Report at close out for Stated funded projects and a Final Delivery Report for State and Federal funded projects.
10. The original Final Delivery Report or Completion Report shall be supplemented at the completion of the project with a supplemental Final Delivery Report for Stated funded projects and a Final Delivery Report for State and Federal funded projects to reflect final project expenditures, output and outcomes benefits at conclusion of the construction contract (Final Contract Acceptance by City Council).
11. The Supplemental Final Delivery Reports and Final Delivery Reports are intended to meet or achieve the intended outcomes, to demonstrate the grant expenditures achieved the intended outcomes as per the original Final Delivery Reports and Completion Reports.

The City Engineer or Public Works Director designee should refer to the Caltrans' Chapter 17 of the LAPM for final report of expenditure requirements on federally funded projects. For State-only funded projects, the City Engineer or Public Works Director designee shall refer to the LAPM's Exhibit 17-M for final close-out reporting. All forms and templates related to the closeout process and procedures can be found from the Caltrans website.

City Council Staff Report

Department: ENGINEER/PLANNING

July 13, 2021

To: Mayor and City Council

From: Jason Watts, City Engineer

Subject: Resolution No. 2021-24 Acquisition of a Public Street, Utility, and Temporary Construction Easement for the Euclid Avenue Street Improvements Project (JW)

RECOMMENDATION

Council adopt Resolution No. 2021-24 accepting the right-of-way dedications for public street, utility, and temporary construction purposes for the Euclid Avenue Street Improvements Project.

EXECUTIVE SUMMARY

Prior to constructing any roadway infrastructure, staff was required to acquire right-of-way to construct the street improvements. Staff has met with all effected property owners and they have agreed to grant a public street, utility, and temporary construction easements to construct the street improvements along Euclid Avenue from the newly constructed Paseo , just north of Saginaw Avenue, to Nebraska Avenue.

OUTSTANDING ISSUES

None.

DISCUSSION

On April 28, 2020 staff presented to City Council Resolution 2020-21 requesting authorization to approve the Final Map and subdivision agreement for the Autumn Gate Subdivision Phase II. As part of the development, the developer agreed to construct street improvements along Euclid Avenue. The cost of the improvements will be credited to the developer from the transportation development impact fees.

The Euclid Avenue Street Improvements Project will take place along Euclid Avenue from the newly constructed Paseo, just north of Saginaw Avenue, to Nebraska

Avenue. The Project will provide concrete curb & gutter, sidewalk, drive approaches, two bulbouts for safer pedestrian crossings, rectangular rapid flashing beacons (RRFB's), decorative streetlights, and other miscellaneous City road infrastructure.

In order to complete the needed street improvements on Euclid Avenue, the City needed additional right-of-way from property owners. Staff has met will all affected property owners and they have agreed to grant the necessary public street, utility, and temporary construction easement in exchange for street improvements along the frontage of their property.

Below is the summary of the subject properties:

Property Owner	**Assessor Parcel Number (APN)**
Vincent F. Perez and Blanca R. Perez	014-600-003
James L. Merlo and Rhonda P. Merlo, Harold D. Newton and Katherine M. Newton, Timothy S. Conklin	014-600-002
HSH Development, LLC	014-600-004

City Council must adopt Resolution 2021-24 enclosed as Attachment 'A' accepting the deed of easements for use as public street, utility, and temporary construction easement purposes. A copy of the individual deed of easements are enclosed herein as Attachments 'B' through Attachment 'D'.

FISCAL IMPACT

All the property owners affected by the project gifted the easements to the City in exchange for public street improvements along the frontage of their property. There is no fiscal impact to the acquisition of said easements.

PUBLIC HEARING

None.

ATTACHMENTS:

A. Resolution 2021-24
B. Grant Deed of Easement - Perez
C. Grant Deed of Easement - Newton/Merlo/Conklin
D. Grant Deed of Easement - Hogue

RESOLUTION 2021-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA ACCEPTING THE DEDICATION OF PUBLIC STREET, UTILITY, AND CONSTRUCTION EASEMENTS FOR THE EUCLID AVENUE STREET IMPROVEMENTS PROJECT FROM: VINCENT F. PEREZ AND BLANCA R. PEREZ, JAMES L. MERLO AND RHONDA P. MERLO, HAROLD D. NEWTON AND KATHERINE M. NEWTON, TIMOTHY CONKLIN, AND HSH DEVELOPMENT LLC.

WHEREAS, the Euclid Avenue Street Improvements Project requires the acquisition of three easements, as shown on the attached Deeds of Easements; and

WHEREAS, the City authorized the developer on April 28, 2020 by Resolution 2020-21 to construct street improvements along Euclid Avenue; and

WHEREAS, the necessary property owners to complete the Euclid Avenue Street Improvements Project consented to gift and grant their property to the City of Dinuba through a Deed of Easement for street improvements along the frontage of their property. The property owners are listed below:

Property Owner	Assessor Parcel Number (APN)
Vincent F. Perez and Blanca R. Perez	014-600-003
James L. Merlo and Rhonda P. Merlo, Harold D. Newton and Katherine M. Newton, Timothy S. Conklin	014-600-002
HSH Development, LLC	014-600-004

WHEREAS, the City Engineer recommends the approval of the dedication and acceptance of the three easements from the property owners listed above;

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

1. Accepts the dedication of Easements for Public Street, Utility, and Temporary Construction Purposes for the Euclid Avenue Street Improvements Project

2. The above recitals are true and correct and are adopted as the findings of the City Council.

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

4. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

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

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

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

____
Mayor

ATTEST:

____
Linda Barkley, City Clerk

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City Clerk
City of Dinuba
1088 E. Kamm Avenue
Dinuba, CA 93618

APN: 014-600-003(Portion)

No recording fee required: **Space above this line for Recorder's Use**
Exempt pursuant to Code 27383
No filing fee required:
Exempt pursuant to Government Code Section 6103
No payment of document transfer tax:
Exempt pursuant to Revenue and Taxation Code Section 11922

DEED OF EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Vincent F. Perez and Blanca R. Perez, husband and wife, as joint tenants, ("GRANTORS") hereby GRANTS to the City of Dinuba, a Municipal Corporation, ("GRANTEE"), an EASEMENT for public street and utility purposes, incidents thereto upon, over and across that certain portion of real property in the City of Dinuba, County of Tulare, State of California, described as:

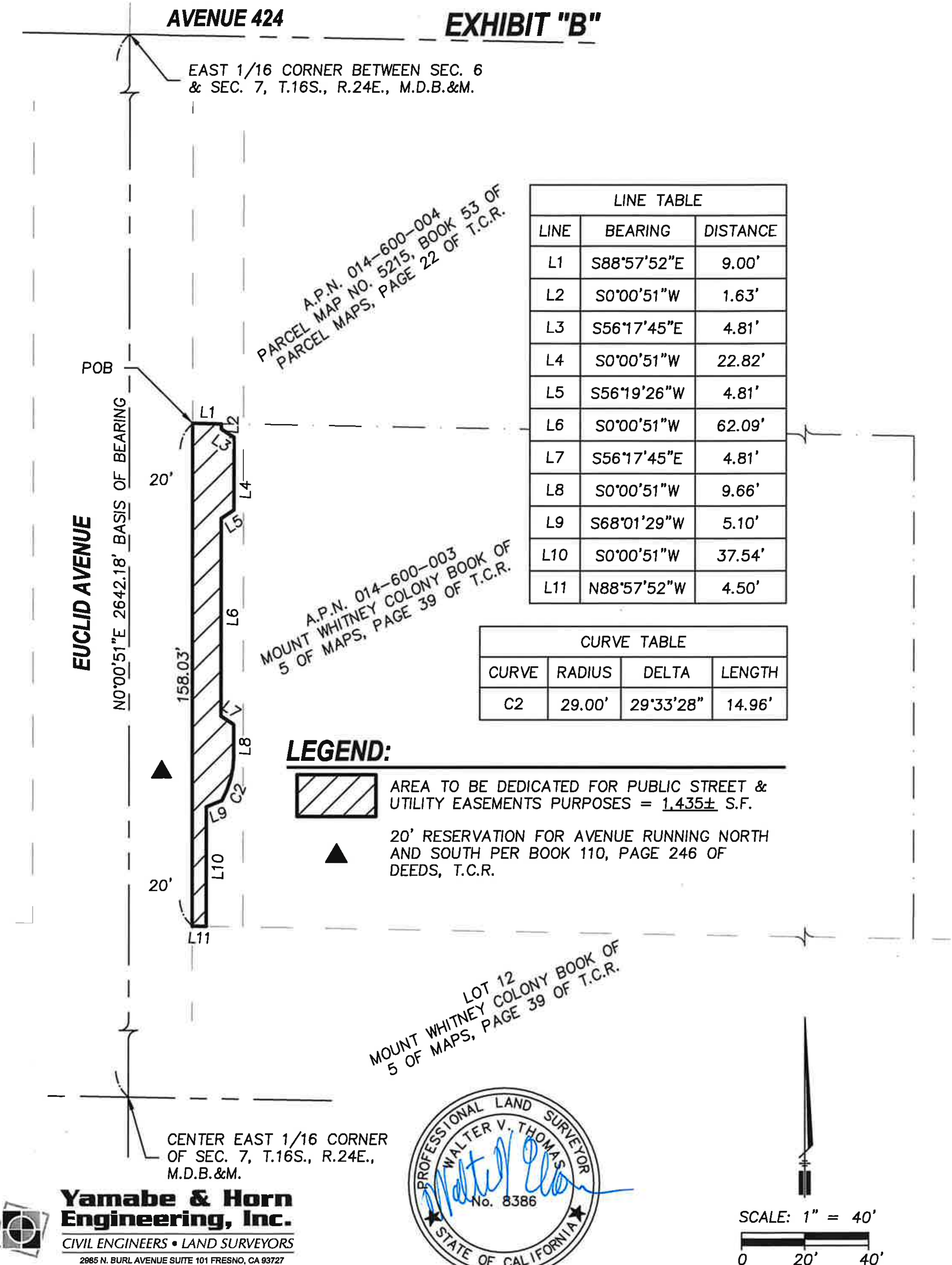
FOR LEGAL DESCRIPTION, SEE EXHIBITS "A" AND "B"
ATTACHED HERETO AND MADE A PART HEREOF.

GRANTOR(s)

Vincent F. Perez 6-21-2021
Vincent F. Perez Date

Blanca R Perez 6-21-2021
Blanca R. Perez Date

EXHIBIT "B"



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S88°57'52"E	9.00'
L2	S0°00'51"W	1.63'
L3	S56°17'45"E	4.81'
L4	S0°00'51"W	22.82'
L5	S56°19'26"W	4.81'
L6	S0°00'51"W	62.09'
L7	S56°17'45"E	4.81'
L8	S0°00'51"W	9.66'
L9	S68°01'29"W	5.10'
L10	S0°00'51"W	37.54'
L11	N88°57'52"W	4.50'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C2	29.00'	29°33'28"	14.96'

LEGEND:

AREA TO BE DEDICATED FOR PUBLIC STREET & UTILITY EASEMENTS PURPOSES = 1,435± S.F.

▲ 20' RESERVATION FOR AVENUE RUNNING NORTH AND SOUTH PER BOOK 110, PAGE 246 OF DEEDS, T.C.R.

Yamabe & Horn Engineering, Inc.
CIVIL ENGINEERS • LAND SURVEYORS
2985 N. BURL AVENUE SUITE 101 FRESNO, CA 93727
TEL: (559) 244-3123 WEBSITE: YANDHENGR.COM

EXHIBIT "A"
LEGAL DESCRIPTION

All that portion of the South 158.03 feet of the West 295.70 feet of Lot 11 of Mount Whitney Colony, recorded in Book 5 of Maps at Page 39, Tulare County Records, in the City of Dinuba, County of Tulare, State of California. More particularly described as follows:

BEGINNING at the Northwest corner of said South 158.03 feet of the West 295.70 feet of said Lot 11; thence
South 88°57'52" East, along the North line of said South 158.03 feet of the West 295.70 feet of said Lot 11, 9.00 feet; thence
South 0°00'51" West, 1.63 feet; thence
South 56°17'45" East, 4.81 feet; thence
South 0°00'51" West, 22.82 feet; thence
South 56°19'26" West, 4.81 feet; thence
South 0°00'51" West, 62.09 feet; thence
South 56°17'45" East, 4.81 feet; thence
South 0°00'51" West, 9.66 feet to the beginning of a tangent curve concave to the Northwest having a radius of 29.00 feet; thence
14.96 feet along said tangent curve through a central angle of 29°33'28"; thence
South 68°01'29" West, 5.10 feet; thence
South 0°00'51" West, 37.54 feet to a point on the South line of said Lot 11; thence
North 88°57'52" West, along said South line a distance of 4.50 feet to a point on the West line of said Lot 11; thence
North 0°00'51" East, 158.03 feet along said West line of Lot 11 to the **POINT of BEGINNING.**

Containing an area of 1,434.68 square feet, more or less.

PROFESSIONAL LAND SURVEYOR
WALTER V. THOMAS
No. 8386
STATE OF CALIFORNIA

F:\2019\19-297\Word Docs\19-297_ROW_ 014-600-003.doc

ACKNOWLEDGMENT

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

State of California
County of Tulare)

On June 21, 2021 before me, Elva Patino, Notary Public
(insert name and title of the officer)

personally appeared Vincent F Perez & Blanca R Perez,
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.

ELVA PATINO
Notary Public - California
Tulare County
Commission # 2236917
My Comm. Expires Apr 28, 2022

Signature Elva Patino **(Seal)**

CERTIFICATE OF ACCEPTANCE

This is to certify that the City of Dinuba, grantee herein, hereby accepts for public purposes the real property, or interest therein, described in the foregoing Grant Deed dated ________________________, 2021 from ___________________________ and consents to the recordation thereof.

In Witness Whereof, I have hereunto set my hand this ________ of _________________________, 2021.

CITY OF DINUBA

By: ___________________________________
City Clerk

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City Clerk
City of Dinuba
1088 E. Kamm Avenue
Dinuba, CA 93618

APN: 014-600-002 (Portion)

No recording fee required: **Space above this line for Recorder's Use**
Exempt pursuant to Code 27383
No filing fee required:
Exempt pursuant to Government Code Section 6103
No payment of document transfer tax:
Exempt pursuant to Revenue and Taxation Code Section 11922

DEED OF EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, James L. Merlo and Rhonda P. Merlo, Co-Trustees of the James L. Merlo and Rhonda P. Merlo Family Trust Under Declaration of Living Trust dated April 27, 2011 (a Revocable Living Trust), as to an undivided 37.5% interest and Harold D. Newton and Katherine M. Newton, Trustees of the Harold D. Newton and Katherine M. Newton Trust dated September 2011, as to an undivided 37.5% interest and Timothy S. Conklin, an unmarried man, as to an undivided 25% interest, ("GRANTORS") hereby GRANTS to the City of Dinuba, a Municipal Corporation, ("GRANTEE"), an EASEMENT for public street and utility purposes, incidents thereto upon, over and across that certain portion of real property in the City of Dinuba, County of Tulare, State of California, described as:

FOR LEGAL DESCRIPTION, SEE EXHIBITS "A" AND "B"
ATTACHED HERETO AND MADE A PART HEREOF.

GRANTOR(s)

5-13-21

James L. Merlo, Co-Trustee | Date

5-13-21

Rhonda P. Merlo, Co-Trustee | Date

5/12/21

Harold D. Newton, Trustee Date

5-12-2021

Katherine M Newton, Trustee Date

5-13-21

Timothy S Conklin, Date

ACKNOWLEDGMENT

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

State of California
County of Tulare

On May 12, 2021 before me, Elva Patino, Notary Public
(insert name and title of the officer)

personally appeared Harold D. Newton & Katherine M Newton 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 Elva Patino **(Seal)**

ELVA PATINO
Notary Public - California
Tulare County
Commission # 2236917
My Comm. Expires Apr 28, 2022

ACKNOWLEDGMENT

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

State of California
County of Tulare

On May 13, 2021 before me, Elva Patino, Notary Public
(insert name and title of the officer)

personally appeared James L. Merlo and Rhonda P Merlo
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 Elva Patino **(Seal)**

ELVA PATINO
Notary Public - California
Tulare County
Commission # 2236917
My Comm. Expires Apr 28, 2022

ACKNOWLEDGMENT

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

State of California
County of Tulare)

On May 13, 2021 before me, Elva Patino, Notary Public
(insert name and title of the officer)

personally appeared Timothy S. Conklin,
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.

ELVA PATINO
Notary Public - California
Tulare County
Commission # 2236917
My Comm. Expires Apr 28, 2022

WITNESS my hand and official seal.

Signature Elva Patino **(Seal)**

EXHIBIT “A”
LEGAL DESCRIPTION

All that portion of the South half of the Northeast quarter of the Northeast quarter of Section 7, Township 16 South, Range 24 East, Mount Diablo Base and Meridian, according to the Official United States Government Township Plat thereof, in the City of Dinuba, County of Tulare, State of California, described as follows:

The West 16.00 feet of Parcel 2 of Parcel Map No. 5215 recorded March 2, 2018 in Book 53 of Parcel Maps at Page 22, Tulare County Records.

Together with that portion of said Parcel 2 more particularly described as follows:

Beginning at a point on the East line of said West 16 feet lying South 00°00’51” West 82.28` feet from the North line of said Parcel 2; thence South 45°03’21” East 4.06 feet; thence North 89°59’09” East 7.13 feet; thence South 00°00’51” West 60.00 feet; thence North 89°59’09” West 7.09 feet; thence South 44°56’39” West 4.11 feet to a point on said East line; thence North 00°00’51” East a distance of 65.78` feet to the Point of Beginning.

Containing an area of 4,891.32 square feet, more or less.

LICENSED LAND SURVEYOR
WALTER V
THOMAS
LS 8386
STATE OF CALIFORNIA

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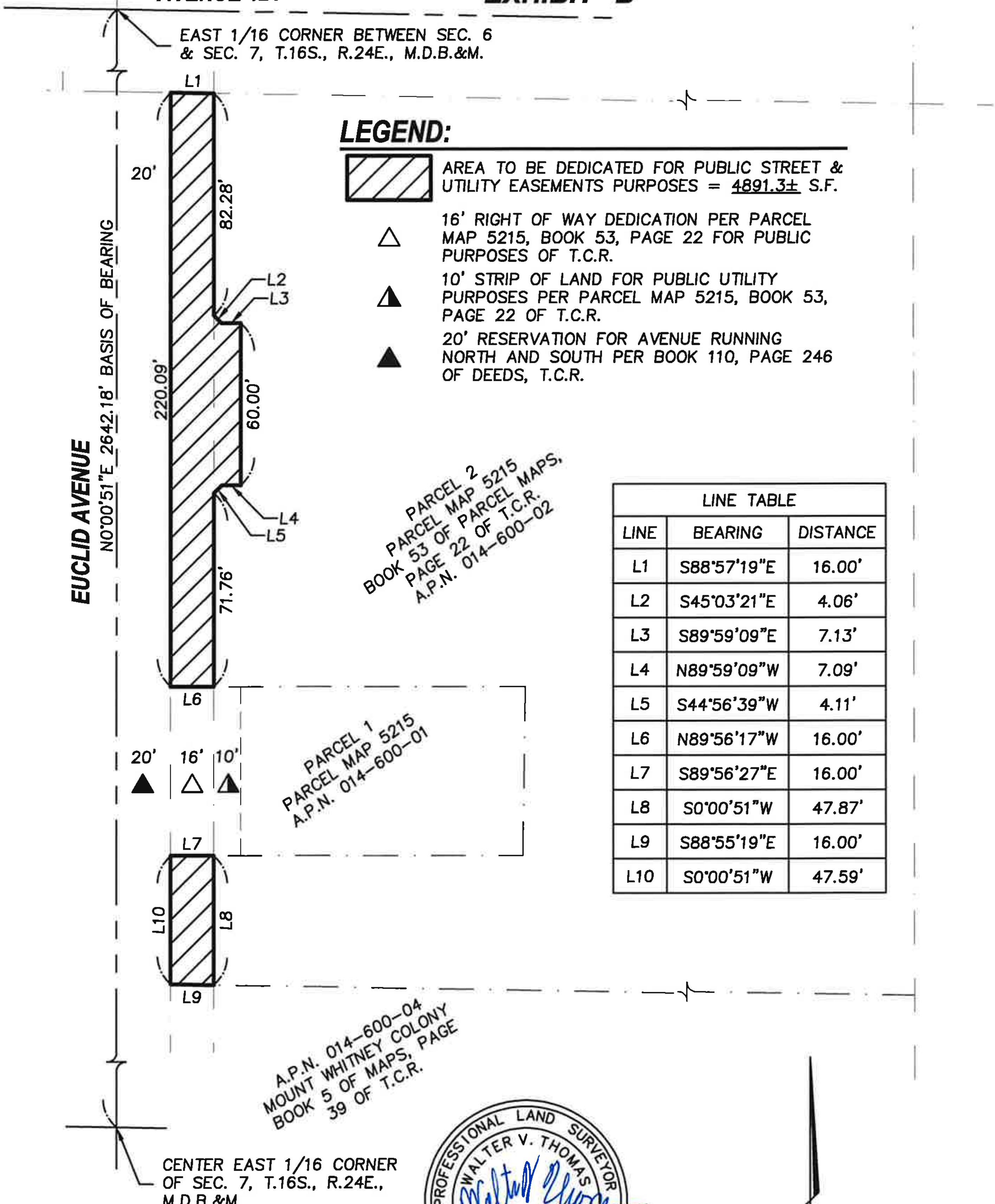
EXHIBIT "B"



LEGEND:

- AREA TO BE DEDICATED FOR PUBLIC STREET & UTILITY EASEMENTS PURPOSES = <u>4891.3±</u> S.F.
- △ 16' RIGHT OF WAY DEDICATION PER PARCEL MAP 5215, BOOK 53, PAGE 22 FOR PUBLIC PURPOSES OF T.C.R.
- ◭ 10' STRIP OF LAND FOR PUBLIC UTILITY PURPOSES PER PARCEL MAP 5215, BOOK 53, PAGE 22 OF T.C.R.
- ▲ 20' RESERVATION FOR AVENUE RUNNING NORTH AND SOUTH PER BOOK 110, PAGE 246 OF DEEDS, T.C.R.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S88°57'19"E	16.00'
L2	S45°03'21"E	4.06'
L3	S89°59'09"E	7.13'
L4	N89°59'09"W	7.09'
L5	S44°56'39"W	4.11'
L6	N89°56'17"W	16.00'
L7	S89°56'27"E	16.00'
L8	S0°00'51"W	47.87'
L9	S88°55'19"E	16.00'
L10	S0°00'51"W	47.59'

PROFESSIONAL LAND SURVEYOR
WALTER V. THOMAS
No. 8386
STATE OF CALIFORNIA

SCALE: 1" = 50'

0 25' 50'

Yamabe & Horn Engineering, Inc.
CIVIL ENGINEERS • LAND SURVEYORS
2985 N. BURL AVENUE SUITE 101 FRESNO, CA 93727
TEL: (559) 244-3123 WEBSITE: YANDHENGR.COM

CERTIFICATE OF ACCEPTANCE

This is to certify that the City of Dinuba, grantee herein, hereby accepts for public purposes the real property, or interest therein, described in the foregoing Grant Deed dated ________________________, 2021 from ____________________________ and consents to the recordation thereof.

In Witness Whereof, I have hereunto set my hand this ________ of _________________________, 2021.

CITY OF DINUBA

By: ____________________________________
City Clerk

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City Clerk
City of Dinuba
1088 E. Kamm Avenue
Dinuba, CA 93618

APN: 014-600-004 (Portion)

No recording fee required: **Space above this line for Recorder's Use**
Exempt pursuant to Code 27383
No filing fee required:
Exempt pursuant to Government Code Section 6103
No payment of document transfer tax:
Exempt pursuant to Revenue and Taxation Code Section 11922

DEED OF EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, HSH Development, LLC, ("GRANTORS") hereby GRANTS to the City of Dinuba, a Municipal Corporation, ("GRANTEE"), an EASEMENT for public street and utility purposes, incidents thereto upon, over and across that certain portion of real property in the City of Dinuba, County of Tulare, State of California, described as:

FOR LEGAL DESCRIPTION, SEE EXHIBITS "A" AND "B"
ATTACHED HERETO AND MADE A PART HEREOF.

GRANTOR(s)

David M. Hogue

David M. Hogue, Managing Member, HSH Development, LLC

6/25/2021
Date

ACKNOWLEDGMENT

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

State of California
County of Tulare

On 6-25-2021 before me, Manuela G. Abrego, Notary Public
(insert name and title of the officer)

personally appeared David M. Hogue
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 Manuela G Abrego **(Seal)**

MANUELA G. ABREGO
Notary Public - California
Tulare County
Commission # 2242083
My Comm. Expires May 11, 2022

EXHIBIT "A"
LEGAL DESCRIPTION

All that portion of the South half of the Northeast quarter of the Northeast quarter of Section 7, Township 16 South, Range 24 East, Mount Diablo Base and Meridian, according to the Official United States Government Township Plat thereof, in the City of Dinuba, County of Tulare, State of California, described as follows:

The West 16.00 feet of the South half of Lot 11 of Mount Whitney Colony, recorded in Book 5 of Maps at Page 39, Tulare County Records.

Together with that portion of said South half more particularly described as follows:

Beginning at a point on the East line of said West 16 feet lying South 00°00'51" West 44.99 feet from the North line of said South half; thence South 45°03'21" East 5.12 feet; thence South 89°59'09" East 6.38 feet; thence South 00°00'51" West 60.00 feet; thence North 89°59'09" West 6.35 feet; thence South 44°56'39" West 5.17 feet to a point on said East line; thence North 00°00'51" East a distance of 67.28 feet to the Point of Beginning.

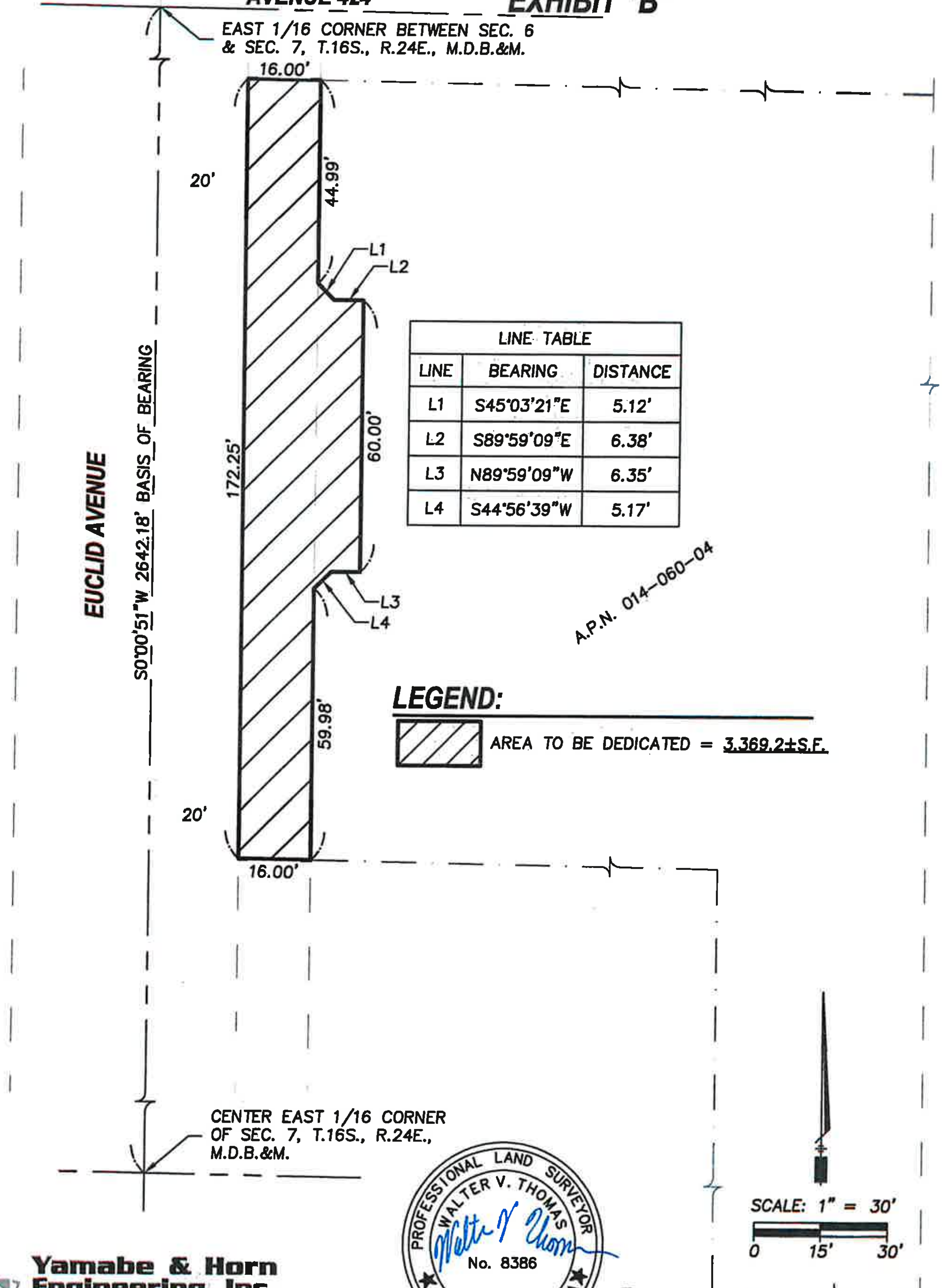
Excepting therefrom the South 158 feet of the west 295.70 feet of said Lot as conveyed to Department of Veterans Affairs of the State of California by Deed dated March 31, 1966 in Book 2647 at Page 63, File No. 11921, of Official Records.

Also excepting therefrom that portion conveyed to the 76 Land and Water Company, a corporation, by deed recorded April 10, 1889 in Book 35, Page 554 of Deeds.

Containing an area of 3,369.2 square feet, more or less.

LICENSED LAND SURVEYOR
WALTER V
THOMAS
LS 8366
STATE OF CALIFORNIA

EXHIBIT "B"



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S45°03'21"E	5.12'
L2	S89°59'09"E	6.38'
L3	N89°59'09"W	6.35'
L4	S44°56'39"W	5.17'

LEGEND:

AREA TO BE DEDICATED = 3,369.2±S.F.

PROFESSIONAL LAND SURVEYOR
WALTER V. THOMAS
No. 8386
STATE OF CALIFORNIA

Walter V. Thomas

Yamabe & Horn Engineering, Inc.
CIVIL ENGINEERS • LAND SURVEYORS
2985 N. BURL AVENUE SUITE 101 FRESNO, CA 93727
TEL: (559) 244-3123 WEBSITE: YANDHENGR.COM

Plot By: Walt Thomas   Plot Date: 5/6/2021   File Location: F:\2019\19-297\dwg\Exhibits\Easement Diagrams\19-297_Exhibit_APN 014-060-04.dwg

CERTIFICATE OF ACCEPTANCE

This is to certify that the City of Dinuba, grantee herein, hereby accepts for public purposes the real property, or interest therein, described in the foregoing Grant Deed dated ______________________, 2021 from _________________________ and consents to the recordation thereof.

In Witness Whereof, I have hereunto set my hand this ________ of _______________________, 2021.

CITY OF DINUBA

By: _________________________________

City Clerk

CITY OF DINUBA
Together, A Better Community
CALIFORNIA • 1906

City Council Staff Report

Department: CITY MANAGER'S OFFICE July 13, 2021

To: Mayor and City Council

From: Daniel James, Assistant City Manager

Subject: Addendum to the Lease Agreement between the City of Dinuba and Dinuba Unified School District for the use of the Dinuba Vocational Center (DJ)

RECOMMENDATION

Council approve modification to the terms of the lease agreement with the Dinuba Unified School District for use of the Dinuba Vocational Center and authorize the City Manager or designee to execute the addendum.

EXECUTIVE SUMMARY

On November 1, 2018 the City of Dinuba entered into a lease agreement with the Dinuba Unified School District for the Dinuba Vocational Center building located at 199 North L Street for the operation of their adult educational programs. This addendum modifies the date that the District can exercise the option to purchase the facility from October 1, 2021 to July 1, 2021. No other language in the agreement is amended at this time.

OUTSTANDING ISSUES

None.

DISCUSSION

The Dinuba Vocational Center was originally constructed as part of an Economic Development Administration (EDA) Grant. The intent of this facility was to offer a centralized location for educational institutions to provide adult vocational training to the residents of Dinuba, and the surrounding communities. The City operated the Vocational Center for several years.

In late 2018, the City entered into a lease agreement with the Dinuba Unified School District (DUSD) for its adult training programs. Since entering into the lease agreement, the DUSD has utilized the Vocational Center for their adult educational training programs. The lease agreement is attached herein as 'Attachment A.' These programs include Certified Nursing Assistant (CNA), Pharmacy Technician, Security Guard, ESL, Computer Life Skills, Auto and Welding theory classes, Administrative Assistant/Clerical Skills, and HVAC Technician. DUSD has also offered a variety of other services, such as career counseling, interview skills, job placement, parenting skills and other adult related courses.

Per the lease agreement, the DUSD currently rents the 40,000 square foot facility for the amount of $.74 per square foot, or $28,571.00 per month for 42 months. The first floor consists of completed tenant improvements, and the second floor consists of unfinished open space. DUSD has the option to purchase the Vocational Center prior to the expiration of the lease agreement subject to any release of liens or encumbrances. The current date of expiration of the subject lease agreement is May 1, 2022. However, both parties wish to amend the termination date to allow for the purchase and sale of the subject property on or after July 1, 2021. This amendment is reflected in the addendum which is attached herein as 'Exhibit A' of the lease agreement. This amendment permits the option for the sale of the property on or after July 1, 2021, but does not make a guarantee of deliver on or after this date.

Staff recommends Council approve the addendum as presented and allow the City Manager or designee to execute the addendum to the agreement.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.

ATTACHMENTS:

A: Addendum to DUSD Lease Agreement 2021

LEASE AGREEMENT

THIS LEASE ("Lease") dated November 1, 2018, is entered into between CITY OF DINUBA ("Landlord"), and DINUBA UNIFIED SCHOOL DISTRICT ("Tenant").

RECITALS

A. Landlord is the owner of real property ("Real Property") located at 199 North L Street, Dinuba, California, described in Exhibit A and depicted in Exhibit B, attached to this Lease and incorporated by reference, and the Building (as later defined) located on it. The Real Property and the Building are collectively the "Property."

B. Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord the Premises (as later defined) for the term and subject to the terms, covenants, agreements, and conditions in this Lease.

AGREEMENT

NOW THEREFORE, for good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

Section 1. Definitions

As used in this Lease, the following capitalized terms are defined as follows.

"Basic Lease Information" is attached to and incorporated in this Lease as Exhibit C hereto.

"Building" means the building constructed on the Real Property located at 199 North L Street, Dinuba, California, known as the Vocational Training Center, and any property interest in the area and all other improvements on or appurtenances to the Real Property or the streets abutting the Real Property. The Building includes, but is not limited to, an office building with the first floor consisting of completed tenant improvements and the second floor consisting of unfinished open space as more particularly depicted in Exhibit D.

"Commencement Date" means the Commencement Date as set forth in the Basic Lease Information.

"Deposit" is defined in Section 23 hereof.

"Event of Default" is defined in Section 16 hereof.

"Landlord" is defined in the preamble hereof.

“Legal Requirements” is defined in Section 13 hereof.

“Lease” is defined in the preamble hereof.

“Operating Expenses” means (a) all costs of management, operation, and maintenance of the Building, including without limitation: wages, salaries, and payroll burden of employees; property management fees and other related compensation; janitorial, maintenance, security, and other services; Building office rent or rental value; power, water, waste disposal, and other utilities; materials and supplies; maintenance and repairs; license costs; insurance premiums and the deductible portion of any insured loss under Landlord’s insurance; and depreciation on personal property.

“Property” is defined in Recital A hereof.

“Real Property” is defined in Recital A hereof.

“Tenant” is defined in the preamble hereof.

“Term” is defined in Section 3 hereof.

“Termination Date” means the Termination Date in the Basic Lease Information.

Section 2. Premises

Landlord leases to Tenant, and Tenant leases from Landlord the 40,000 square foot Building located at 199 North L Street, Dinuba, California and adjacent parcel, Assessor’s Parcel Numbers 017-124-001, 017-124-002, 017-124-003 and 017-124-014 for the term and subject to the terms, covenants, agreements, and conditions later set forth, to each of which Landlord and Tenant mutually agree. Landlord represents that the Property is appropriate for the uses contemplated by this Lease Agreement and Landlord agrees to maintain the Property as set forth in Section 6 so as to provide for said uses, including keeping the Property free from any liens or encumbrances against Landlord’s title to the Property or that would otherwise inhibit or affect the use of the Property described in this Agreement.

Tenant shall be permitted to use the public parking lot (APN: 017-113-006) across the street from the Premises for parking purposes during the term of the Lease so long as City retains ownership of the property. City reserves the right to use the public parking for community events or public parking at all times. Use of the public parking lot beyond the term of the lease shall require a separate use agreement between the Landlord and Tenant.

Section 3. Term

The term (“Term”) of this Lease shall be for 42 months commencing on the first day of November 2018 (“Commencement Date”) and, unless sooner terminated as later provided, shall end on May 1, 2022

("Termination Date"). Unless otherwise agreed by Landlord and Tenant in this Lease, Landlord shall deliver the Premises to Tenant on the Commencement Date in their then existing condition with no alterations being made by Landlord. If Landlord, for any reason, cannot deliver the Premises to Tenant on the Commencement Date, this Lease shall not be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting from nondelivery, but in that event rental shall be waived for the period between the Commencement Date and the time when Landlord delivers the Premises to Tenant. No delay in delivery of the Premises shall extend the Term of this Lease.

Section 4. Rental

(a) Rent in the amount of $.74 per square foot for the 40,000 square foot building shall be paid to Landlord, in advance, on or before the first day of the Term of this Lease and on or before the first day of each successive calendar month during the Term of this Lease. In the event the Term of this Lease commences on a day other than the first day of a calendar month or ends on a day other than the last day of a calendar month, the monthly rental for the first and last fractional months of the Term of this Lease shall be appropriately prorated.

(c) All sums of money due to Landlord under this Lease, not specifically characterized as rental, shall constitute additional rent and shall be due within thirty (30) days after receipt by Tenant of a billing. If any undisputed sum is not paid when due, it shall be collectible as additional rent with the next installment of rental falling due. Nothing contained in this Lease shall be deemed to suspend or delay the payment of any sum of money at the time it becomes due and payable under this Lease, or to limit any other remedy of Landlord.

(d) If any installment of rent or any other sums due from Tenant are not received when due, or if a cure period is applicable under Section 19(a), prior to the expiration of the cure period, Tenant shall pay to Landlord a late charge equal to five percent (5%) of the overdue amount. Acceptance of the late charge by Landlord shall not constitute a waiver of Tenant's default for the overdue amount, nor prevent Landlord from exercising the other rights and remedies granted under this Lease.

(e) Any undisputed amount due to Landlord, if not paid within five (5) days following the due date, will bear interest from the due date until paid at the rate of ten percent (10%) per year. However, interest shall not be payable on late charges incurred by Tenant nor on any amounts on which late charges are paid by Tenant to the extent this interest would cause the total interest to be in excess of that legally permitted. Payment of interest shall not excuse or cure any default by Tenant.

(f) All payments due shall be paid to Landlord, without deduction or offset, in lawful money of the United States of America at Landlord's address for notices under this Lease or to another person or at another place as Landlord may designate by notice to Tenant.

Section 5. Use

The Premises shall be used solely for adult educational purposes. The programs shall be limited to the adult programs offered or arranged by Tenant, including, but not limited to, programs such as Certified Nursing Assistant (CNA), Pharmacy Technician, Security Guard, ESL, Computer Life Skills, Auto and Welding theory classes, Administrative Assistant/Clerical Skills, and HVAC Technician. Adult programs may also include career counseling, interview skills, job placement, parenting skills and other adult related courses. Tenant shall not do or permit to be done on the Premises, nor bring or keep or permit to be brought or kept in the Premises, anything (a) which is prohibited by or in conflict with any law, ordinance, or governmental rule or, (b) which is prohibited by the standard form of fire insurance policy or, (c) which will increase the existing rate of or affect fire or other insurance on the Building or its contents or cause a cancellation of any insurance policy covering the Building or any part of it or its contents. Tenant shall not use or store in the Premises any hazardous or toxic substances, with the sole exception of reasonably necessary substances that are kept in reasonably necessary quantities for normal office operations, provided that their use and storage are in accordance with applicable laws.

Section 6. Utilities and Maintenance

In addition to the monthly rental paid by Tenant under this Lease, Tenant shall be responsible to pay for all utility costs for operation and use of the Building including janitorial, security and general maintenance. Landlord shall be responsible for maintaining roofing, HVAC, elevator, mechanical and electrical systems necessary for operation of the Building and for maintaining the surrounding areas, including the parking lot(s). Costs to repair damages caused by Tenant shall be borne by Tenant.

Section 7. Alterations.

(a) Tenant shall not make or allow any alterations, additions, or improvements to the Premises or any part of the Premises (collectively, "Alterations"), without Landlord's prior consent, which shall not be unreasonably withheld. The installation of furnishings, fixtures, equipment, or decorative improvements, none of which shall affect Building systems or the structure of the Building, and the repainting or recarpeting of the Premises, shall not constitute Alterations. The Parties shall agree whether the Alterations shall be made by Landlord or Tenant, in accordance with the procedures set forth in this Section. All Alterations shall immediately become Landlord's property and, at the end of the Term, shall remain on the Premises, unless the Parties agree to have Tenant remove any Alterations that are peculiar to Tenant's use of the Premises and are not normally required or used by other tenants. In this event, Tenant shall bear the cost of restoring the Premises to their condition prior to the installment of the Alterations. When plans and specifications for any Alterations are approved by Landlord pursuant to Section 9(b), Landlord shall advise Tenant whether proposed Alterations would entitle Landlord to require their removal and restoration of the Premises at the end of the Term.

(b) Plans and specifications for Alterations shall be prepared at Tenant's expense by Tenant's architect or by Landlord's architect if Tenant so elects, and by engineers approved by Landlord, where the nature of the Alterations requires mechanical or electrical engineering services. Any architect retained by Tenant shall be instructed to follow standard construction administration procedures and use standard specifications and details reasonably promulgated by Landlord for the Building. The plans and specifications shall be subject to approval by Landlord and Tenant, and shall not be unreasonably withheld or delayed by either party. Plans and specifications that have neither been approved nor disapproved by Landlord within thirty (30) days after submittal by Tenant shall be deemed to have been approved. The Parties shall discuss and agree on whether Landlord or Tenant shall obtain cost proposals or bids for the Alterations from one or more general contractors approved by Landlord, including any general contractors requested by Tenant that Landlord has approved all according to applicable competitive procurement requirements. Tenant may specify subcontractors in the finish trades to be included in the general contractors' bids. The Parties shall communicate and cooperate in the process, including receipt and evaluation of bids/proposals, and awarding the contract for the construction or installation of the Alterations with the contractor approved by Tenant. Construction agreements with the contractor will address containing the cost of the Alterations, the timeliness of performance, and the quality of the contractor's work. The Parties shall use reasonable best efforts to secure performance of the construction contract for the Parties' benefit.

(c) In the event Tenant instructs Landlord or the contractor to proceed with any changes to the Alterations without a prior determination of increased costs resulting from those changes and without approval of the increases by Tenant, or in the event Tenant is responsible for increased costs attributable to a delay or acceleration in the time for construction, the amount of any increased costs from contractor shall be reasonably determined on completion of the Alterations, subject only to reasonable efforts in causing the contractor to furnish appropriate back-up information concerning increased costs, if any.

In the event Landlord instructs Tenant or the contractor to proceed with any changes to the Alterations without a prior determination of increased costs resulting from those changes and without approval of the increases by Landlord, or in the event Landlord is responsible for increased costs attributable to a delay or acceleration in the time for construction, the amount of any increased costs from contractor shall be reasonably determined on completion of the Alterations, subject only to reasonable efforts in causing the contractor to furnish appropriate back-up information concerning increased costs, if any.

(d) Where Tenant has requested Alterations and Landlord has contracted with the construction contractor, Tenant shall pay to Landlord all amounts payable by Tenant pursuant to this Section after receipt of contractor's invoice. Payments will be structured to enable Landlord to pay the contractor, architect, or engineer without advancing Landlord's own funds. Landlord shall furnish a copy of each invoice to Tenant for Tenant's approval at least ten (10) days prior to the due date of the invoice. Tenant may contest any payment to a contractor for Alterations and withhold this payment, provided that the provisions of Section 10 are satisfied and Tenant indemnifies and defends Landlord against all claims and liability arising out of the contested payment. Landlord will deliver Tenant's payments to contractor in a timely and expeditious manner. Where Landlord has requested Alterations and Landlord has contracted with the construction contractor, Landlord shall pay contractor directly.

(e) Landlord may delegate some or all authority and responsibilities under this Section to a manager.

Section 8. Liens

Tenant shall keep the Premises and the Building free from any liens arising out of any work performed, materials furnished, or obligations incurred by Tenant. Landlord may have posted on the Premises any notices that may be provided by law or that Landlord may deem proper for the protection of Landlord, the Premises, and the Building from those liens. Tenant may contest any lien for which Tenant is responsible under this Section, provided that Tenant shall have caused the lien to be bonded against. Landlord shall keep the Premises and the Building free from any liens arising out of any work performed, materials furnished, or obligations incurred by Landlord.

Section 9. Repairs

Tenant accepts the Premises as being in the condition in which Landlord is obligated to deliver the Premises. At all times during the term of this Lease and at Tenant's sole cost, Tenant shall keep the Premises in good condition and repair and damage to the Premises by fire, earthquake, or act of God or the elements are excepted. At the end of the term of this Lease, Tenant shall surrender to Landlord the Premises and all Alterations that are to remain in the Premises in the same condition as when received, normal wear and tear excepted. Landlord has no obligation and has made no promise to alter, remodel, improve, repair, decorate, or paint the Premises or any part of them, except as specifically set forth in this Lease. Landlord has made no representations respecting the condition of the Premises or the Building, except as specifically set forth in this Lease.

Section 10. Damage or Destruction

(a) In the event the Premises or any portion of the Building necessary for Tenant's occupancy are damaged by fire, earthquake, act of God, the elements, or other casualty, within thirty (30) days after that event, Landlord shall notify Tenant of the estimated time, in Landlord's reasonable judgment, required for repair or restoration. If the estimated time is one hundred and eighty (180) days or less after the commencement of the physical work and one (1) year or less after the casualty event, Landlord shall proceed promptly and diligently to adjust the loss with applicable insurers, to secure all required governmental permits and approvals, and to repair or restore the Premises or the portion of the Building necessary for Tenant's occupancy. This Lease shall remain in full force, except that for the time unusable, Tenant shall receive a rental abatement for that part of the Premises rendered unusable in the conduct of Tenant's business.

(b) If the estimated time for repair or restoration is in excess of one hundred and eighty (180) days after the commencement of the physical work or one (1) year after the casualty event, Tenant may elect to terminate this Lease as of the date of the casualty event by giving notice to Landlord within fifteen (15) days following receipt of Landlord's notice of the estimated time for repair. If the estimated time is more than one hundred and eighty (180) days after commencement of the physical work or one (1) year after the casualty event, but Tenant has not elected to terminate this Lease, Landlord may elect, on notice to Tenant within twenty (20) days after the period for Tenant's election to terminate has expired, to repair or restore the Premises or the portion of the Building necessary for Tenant's occupancy. In that event, this Lease shall continue in full force, but the rent shall be abated. If Landlord does not elect to repair or restore, this Lease shall terminate as of the date of the casualty event. However, if Landlord has not commenced the physical repair or restoration of the Premises or the portion of the Building necessary for Tenant's occupancy within one (1) year from the casualty event, Tenant may elect to terminate this Lease by notice to Landlord given at any time following the expiration of one (1) year from the casualty event, but prior to the commencement of the physical repair or restoration work.

(c) If the Premises or the Building are to be repaired or restored under this Section, Landlord shall repair or restore at Landlord's cost the Building itself and all improvements in the Premises, including but not limited to, any tenant improvements constructed pursuant to this Lease, but excluding Alterations made by or for Tenant subsequent to completion of those tenant improvements. Tenant may elect, in its sole discretion, to repair or restore the Alterations; if Tenant chooses to do so, Tenant shall pay the cost of repairing or restoring any Alterations made by or for Tenant subsequent to completion of the tenant improvements made pursuant to this Lease and shall be responsible for carrying casualty insurance as Tenant deems appropriate for those Alterations.

(d) In the event of any damage to or destruction of the Premises or the Building, Landlord and Tenant acknowledge that their respective rights and obligations are to be governed exclusively by this Lease.

(e) In the event the Premises are to be repaired or restored and Tenant requires temporary offices as a result of a casualty event affecting the Premises, Landlord shall use best efforts to locate offices for Tenant within the Building. Tenant acknowledges that Landlord makes no commitment as to the availability of any offices or as to their cost.

Section 11. Subrogation

[RESERVED]

Section 12. Indemnification

Tenant waives all claims against Landlord for damage to any property or injury or death of any person on the Premises arising at any time and from any cause other than the gross negligence or willful misconduct of Landlord or Landlord's employees, agents, or contractors. Tenant shall hold Landlord harmless from and defend Landlord against all claims, liability, damage, or loss arising out of any injury or death of any person or damage to or destruction of property attributable to the use of the Premises by Tenant, except that caused by the gross negligence or willful misconduct of Landlord or Landlord's agents, contractors, or employees. Tenant shall also hold Landlord harmless from any liability, cost, or expense arising from Tenant's use or storage in the Premises of any hazardous or toxic substance. These indemnity obligations shall include reasonable attorney's fees, investigation costs, and all other reasonable costs incurred by Landlord from the first notice that any claim or demand is to be made or may be made. Landlord shall promptly give notice to Tenant of any claim or demand. The provisions of this Section shall survive the termination of this Lease for any event occurring prior to the termination. The provisions of this Section to indemnify and hold Landlord harmless are limited to the amount of loss that is not paid to Landlord out of insurance proceeds, if any.

Landlord waives all claims against Tenant for damage to any property or injury or death of any person on the Premises arising at any time and from any cause other than the gross negligence or willful misconduct of Tenant or Tenant's employees, agents, or contractors. Landlord shall hold Tenant harmless from and defend Tenant against all claims, liability, damage, or loss arising out of any injury or death of any person or damage to or destruction of property attributable to the use of the Premises by Landlord, except that caused by the gross negligence or willful misconduct of Tenant or Tenant's agents, contractors, or employees. Landlord shall also hold Tenant harmless from any liability, cost, or expense arising from Landlord's use or storage in the Premises of any hazardous or toxic substance. These indemnity obligations shall include reasonable attorney's fees, investigation costs, and all other reasonable costs incurred by Tenant from the first notice that any claim or demand is to be made or may be made. Tenant shall promptly give notice to Landlord of any claim or demand. The provisions of this Section shall survive the termination of this Lease for any Tenant harmless are limited to the amount of loss that is not paid to Tenant out of insurance proceeds, if any.

Section 13. Compliance with Legal Requirements

At Tenant's sole cost, Tenant shall promptly comply with all applicable laws and governmental rules now or later in force; with the requirements of any board of fire underwriters or other similar body now or in the future constituted; with any direction or occupancy certificate issued by public officers ("Legal Requirements"), insofar as they relate to the condition, use, or occupancy of the Premises. Excluded are: (a) structural changes or changes to the electrical, mechanical, or plumbing systems of the Building, all to the extent not necessitated by Tenant's acts or by improvements made for Tenant, other than the tenant improvements to be made pursuant to this Lease by Landlord, if any; (b) alterations or improvements to the Building as a whole or the Premises of tenants generally that are not by law the tenants' responsibility with which to comply; and (c) work necessitated by defects in the construction of the Building. Landlord shall comply in a timely manner with all Legal Requirements that are not Tenant's responsibility under this Section to the extent noncompliance would adversely affect Tenant's use or occupancy of the Premises.

Section 14. Assignment and Subletting

(a) Tenant shall not assign or hypothecate this Lease or any interest in this Lease, sublet the Premises or any part of them, or license the use of the Premises in a manner that is contrary to its educational uses. Neither this Lease nor any interest in this Lease shall be assignable without the consent of Landlord. Any of the previous acts without consent shall be void and shall, at the option of Landlord, constitute a noncurable default under this Lease. In connection with each consent requested by Tenant, Tenant shall submit to Landlord the terms of the proposed transaction, the identity of the parties to the transaction, the proposed documentation for the transaction, and all other information reasonably requested by Landlord concerning the proposed transaction and the parties involved.

Section 15. Entry by Landlord

Landlord may enter the Premises at reasonable hours and, except in the event of an emergency, on reasonable prior notice, to: (a) inspect the Premises; (c) determine whether Tenant is complying with all obligations under this Lease; (d); (e) post notices of nonresponsibility; and (f) make repairs or perform maintenance required of Landlord by this Lease, make repairs to any adjoining space or utility services, or make repairs, alterations, or improvements to any other portion of the Building. However, all this work shall be done as promptly as reasonably possible and cause as little interference to Tenant as reasonably possible. Subject to Landlord's undertakings in the previous sentence, Tenant waives any damage claims for inconvenience to or interference with Tenant's business or loss of occupancy or quiet enjoyment of the Premises caused by Landlord's entry. At all times Landlord shall have a key with which to unlock the doors on the Premises, excluding Tenant's vaults, safes, and similar areas designated as secure areas in writing by Tenant in advance. In an emergency, Landlord shall have the right to use any means that Landlord deems proper to open Tenant's doors and enter the Premises. Entry to the Premises by Landlord in an emergency shall not be construed as a forcible or unlawful entry, a detainer, or an actual or constructive eviction of Tenant.

Section 16. Events of Default

The following events shall constitute events of default under this Lease (each an Event of Default):

(a) a default by Tenant in the payment when due of any rent or other sum payable under this Lease and the continuation of this default for ten (10) or more days after notice of the default from Landlord, provided that if Tenant has failed two (2) or more times in any twelve (12) months to pay any rent or other sum when due and notice of this default has been given by Landlord in each instance, no notice shall be required after this until the expiration of twelve (12) months in which all rental and other sums payable under this Lease have been paid on or before the date due;

(b) a default by Tenant in the performance of any of the terms, covenants, agreements, or conditions in this Lease, other than a default by Tenant in the payment when due of any rent or other sum payable under this Lease, and the continuation of the default beyond thirty (30) days after notice by Landlord or, if the default is curable and would require more than thirty (30) days to remedy, beyond the time reasonably necessary for cure; provided, however, that if Tenant has defaulted in the performance of the same obligation two (2) or more times in twelve (12) months and notice of the default has been given by Landlord in each instance, no notice shall be required after this until the expiration of twelve (12) months without any default by Tenant;

(c) the abandonment of the Premises.

Section 17. Termination upon Default

On occurrence of any Event of Default by Tenant, Landlord may, in addition to any other rights and remedies given here or by law, terminate this Lease and exercise remedies relating to it without further notice or demand in accordance with the following provisions:

(a) So long as the Event of Default remains uncured, Landlord shall have the right to give notice of termination to Tenant, and on the date specified in this notice, this Lease shall terminate.

(b) If this Lease is terminated, Landlord may, by judicial process, reenter the Premises, remove all persons and property, and repossess and enjoy the Premises, all without prejudice to other remedies that Landlord may have because of Tenant's default or the termination.

(c) If this Lease is terminated, Landlord shall have all of the rights and remedies of a landlord provided by Civ. Code § 1951.2, in addition to any other rights and remedies Landlord may have. The damages which Landlord may recover shall include, without limitation: (i) the worth at the time of award of the unpaid rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of the award exceeds the amount of the rental loss that Tenant proves could have been reasonably avoided; (iii) the worth at the time of award computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%) of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of rental loss that Tenant proves could be reasonably avoided; (iv) all reasonable legal expenses and other related costs incurred by Landlord following Tenant's default; (v) all reasonable costs incurred by Landlord in restoring the Premises to good order and condition to relet the Premises; and (vi) all reasonable costs, including without limitation, any brokerage commissions incurred by Landlord in reletting the Premises.

Section 18. Continuation after Default

Even though Tenant has breached this Lease and abandoned the Premises, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession, and Landlord may enforce all rights and remedies under this Lease, including the right to recover the rental as it becomes due under this Lease. Acts of maintenance or preservation, efforts to relet the Premises, or the appointment of a receiver upon initiative of Landlord to protect Landlord's interest under this Lease shall not constitute a termination of Tenant's right to possession.

Section 19. Other Relief

The remedies provided in this Lease are in addition to any other remedies available to Landlord or Tenant at law, in equity, by statute, or otherwise.

Section 20. Right of Landlord to Cure Defaults

Agreements and provisions to be performed by Tenant under this Lease shall be at Tenant's sole cost and without abatement of rental, except as specifically provided in this Lease. If Tenant (a) fails to pay any sum of money, other than rental, required under this Lease, or (b) fails to perform any other act under this Lease, and this failure continues for thirty (30) days after notice of the failure by Landlord, or a longer period as may be allowed under this Lease, Landlord may, without waiving or releasing Tenant from any obligations of Tenant, make payment or perform other acts required by this Lease on Tenant's behalf. All sums paid by Landlord and all necessary incidental costs shall be payable to Landlord on demand and shall constitute additional rental under this Lease.

Section 21. Attorney Fees

If, as a result of a breach or default under this Lease, Landlord uses an attorney to secure compliance with Lease provisions, to recover damages, to terminate this Lease, or to evict Tenant, Tenant shall reimburse Landlord, on demand, for all reasonable attorney's fees and expenses incurred by Landlord; provided that, if Tenant becomes the prevailing party in any legal action brought by Landlord, Tenant shall be entitled to recover reasonable attorney's fees and expenses incurred by Tenant and need not reimburse Landlord for any attorney's fees and expenses incurred by Landlord.

Section 22. Holding Over

(a) If, without objection by Landlord, Tenant holds possession of the Premises after expiration of the term of this Lease, Tenant shall become a tenant from month-to-month on the terms specified in this Lease, except those pertaining to term, option to extend, and option to acquire the Building, but at a monthly rental equivalent to *[percent]* of the then prevailing monthly rental paid by Tenant at the expiration of the term of this Lease, payable in advance on or before the first day of each month. Each party shall give the other notice of intention to terminate the tenancy at least one (1) month prior to the date of termination of a monthly tenancy.

(b) If, over Landlord's objection, Tenant holds possession of the Premises after expiration of the term of this Lease or expiration of the holdover tenancy, Tenant shall be deemed to be a tenant-at-sufferance and, without limiting the liability of Tenant for unauthorized occupancy of the Premises, Tenant shall indemnify Landlord and any replacement tenant for the Premises for any damages or loss suffered by either Landlord or the replacement tenant resulting from Tenant's failure to vacate the Premises in a timely manner.

Section 23. Security Deposit

Tenant to deposit with Landlord the sum of $600,000 (Six hundred thousand dollars) as specified in the Basic Lease Information ("Deposit"). The Deposit shall be held by Landlord as security for the faithful performance by Tenant of all provisions of this Lease. If Tenant fails to pay rent or other sums due under this Lease or defaults with respect to any provision of this Lease, Landlord may use, apply, or retain all or any portion of the Deposit for the payment of rent or other sums in default, for the payment of any other sums to which Landlord may become obligated because of Tenant's default, or to compensate Landlord for any loss or damage that Landlord may suffer because of the Tenant's actions. If Landlord intends to use or apply the Deposit, Landlord must provide Tenant with advanced written notice which shall include an itemization of the expenses or costs at issue. Landlord must provide sufficient written notice (no less than 10 business days) in order to allow Tenant to review and for the parties to reach an agreement as to use of any Deposit funds. If Tenant performs all of Tenant's obligations under this Lease, the Deposit or the amount not applied by Landlord shall be returned, without interest, to Tenant at the expiration of the Term and after Tenant has vacated the Premises.

Section 24. Waiver

The waiver by Landlord of any agreement, condition, or provision contained in this Lease shall not be deemed to be a waiver of any subsequent breach of the agreement, condition, or provision or any other agreement, condition, or provision contained in the Lease, nor shall any custom or practice that may arise between the parties in the administration of the terms of this Lease be construed to waive or to lessen the right of Landlord to the performance by Tenant in strict accordance with these terms. The subsequent acceptance of rental under this Lease by Landlord shall not be deemed to be a waiver of any preceding breach by the other party of any agreement, condition, or provision of this Lease, other than the failure of Tenant to pay the particular accepted rental, regardless of knowledge of the preceding breach at the time of the rental acceptance.

Section 25. Notices and Consents

All notices, consents, demands, and other communications from one party to the other that are given pursuant to the terms of this Lease shall be in writing and shall be deemed to have been fully given when delivered, including delivery by commercial delivery services or facsimile transmission, or if deposited in the United States mail, certified or registered, postage prepaid, when received or refused. All notices, consents, demands, and other communications shall be addressed as follows: to Tenant at the address specified in the Basic Lease Information, or to another place or person as Tenant may designate in a notice to Landlord, or delivered to Tenant at the Premises; to Landlord at the address specified in the Basic Lease Information, or to another place as Landlord may designate in a notice to Tenant.

Section 26. Entire Agreement

There are no oral agreements between Landlord and Tenant affecting this Lease, and this Lease supersedes and cancels all previous negotiations, arrangements, brochures, agreements, and understandings between Landlord and Tenant or displayed by Landlord to Tenant with respect to the subject matter of this Lease. There are no representations between Landlord and Tenant other than those contained in this Lease. All implied warranties, including implied warranties of merchantability and fitness, are excluded.

Section 27. Authority

Each of the parties signing this Lease warrants that the party has the authority to enter into this Lease, and that each person signing is authorized to do so. Either Party may record a memorandum of Lease Agreement.

Section 28. Plural and Singular

The words "Landlord" and "Tenant" as used in this Lease shall include the plural as well as the singular.

Section 29. Time of the Essence

Time is of the essence in this Lease and all of its provisions.

Section 30. Examination of Lease

Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for lease, and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

Section 31. Heirs, Successors, and Assigns

The agreements, conditions, and provisions contained in this Lease shall, subject to the provisions for assignment, apply to and bind the heirs, executors, administrators, successors, and assigns of the parties to it.

Section 32. Name of Building

Tenant shall not, without the consent of Landlord, use the name of the Building for any purpose other than as the address of the use and purpose to be conducted by Tenant in the Premises.

Section 33. Illegality or Unenforceability of Portion of Lease

If any provision of this Lease is determined to be illegal or unenforceable, this determination shall not affect any other provision of this Lease, and all other provisions shall remain in full force and effect.

Section 34. Governing Law

This Lease shall be governed by and construed pursuant to law of the State of California.

PURCHASE OPTION

Tenant has the option to purchase the Real Property (40,000 square foot Building located at 199 North L Street, Dinuba, California and the lot located behind the Vocational Center, Assessor's Parcel Numbers 017-124-001, 017-124-002, 017-003 and 017-124-014) for a total purchase price of $2,700,000.00 (Two million seven hundred thousand dollars) prior to termination of the lease but no sooner than January 1, 2022. Property to be sold in an "as is" condition.

Tenant is to provide written notice to Landlord of its intent to exercise this purchase option, on or before 30 days prior to the end of the Lease term.

Should Tenant exercise purchase option, all lease payments made and security deposit payments shall be applied to the purchase price.

Any balance remaining will be due and payable at the close of escrow. Escrow to be opened with Chicago Title Company with escrow fees and costs shared equally between the parties.

Should Tenant not exercise purchase option, Landlord shall retain any and all lease payments made and the security deposit shall be released to Tenant except for any amounts the parties agreed to be withheld for repairs to Building caused by Tenant during the lease period.

The sale of the Real Property is contingent upon satisfactory release of any obligation, liens or encumbrances set forth the U.S. Economic Development Administration (EDA) grant, U.S. Housing and Urban Development (HUD) grant.

Section 35. Exhibits

The exhibits and addendum, if any, specified in the Basic Lease Information are attached to this Lease and by this reference made a part of it.

Section 36. Accessibility Requirements

The following requirements are included herein by Landlord to comply with Cal. Civ. Code § 1938:

☐ The Premises have not undergone inspection by a Certified Access Specialist (CASp).
☐ The Premises have undergone inspection by a Certified Access Specialist (CASp).
☐ Attached hereto is a copy of the current disability access inspection certificate.
☐ Tenant acknowledges that it has received at least 48 hours prior to the execution of this Lease a copy of the report prepared by the Certified Access Specialist (CASp) dated *[date of report]*, a copy of which is attached hereto as Exhibit *[designation of exhibit]* (the "CASp Report"). Tenants' initials _______________.
☐ *[Landlord/Tenant]* shall bear the cost of any work called for under the CASp Report.
☐ Tenant hereby agrees to keep and maintain the confidentiality of the CASp Report and will not disclose the contents thereof to any third party without first obtaining the written consent of Landlord, which consent Landlord may grant or withhold in its sole and absolute discretion, except as necessary for Tenant to complete repairs and corrections of violations of construction-related accessibility standards that Tenant agrees to make.
☐ Tenant acknowledges and agrees that a Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

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

LANDLORD:

By: ....

Name Scott Harness
Mayor, City of Dinuba

By: ....

Name ....

Its: ....

TENANT:

By: ....

Name Beverly Keel-Worrell
:

Its: Dinuba USD Board President

By: ....

Name Miriam Cendejas

Its: Dinuba USD Board Clerk

EXHIBIT A
Property Description

199 North L Street, Dinuba, California, known as the Vocation Training Center, along with adjacent parcel, comprising Assessor's Parcel Numbers 017-124-001, 017-124-002, 017-124-003 and 017-124-014

EXHIBIT B
Plat Map

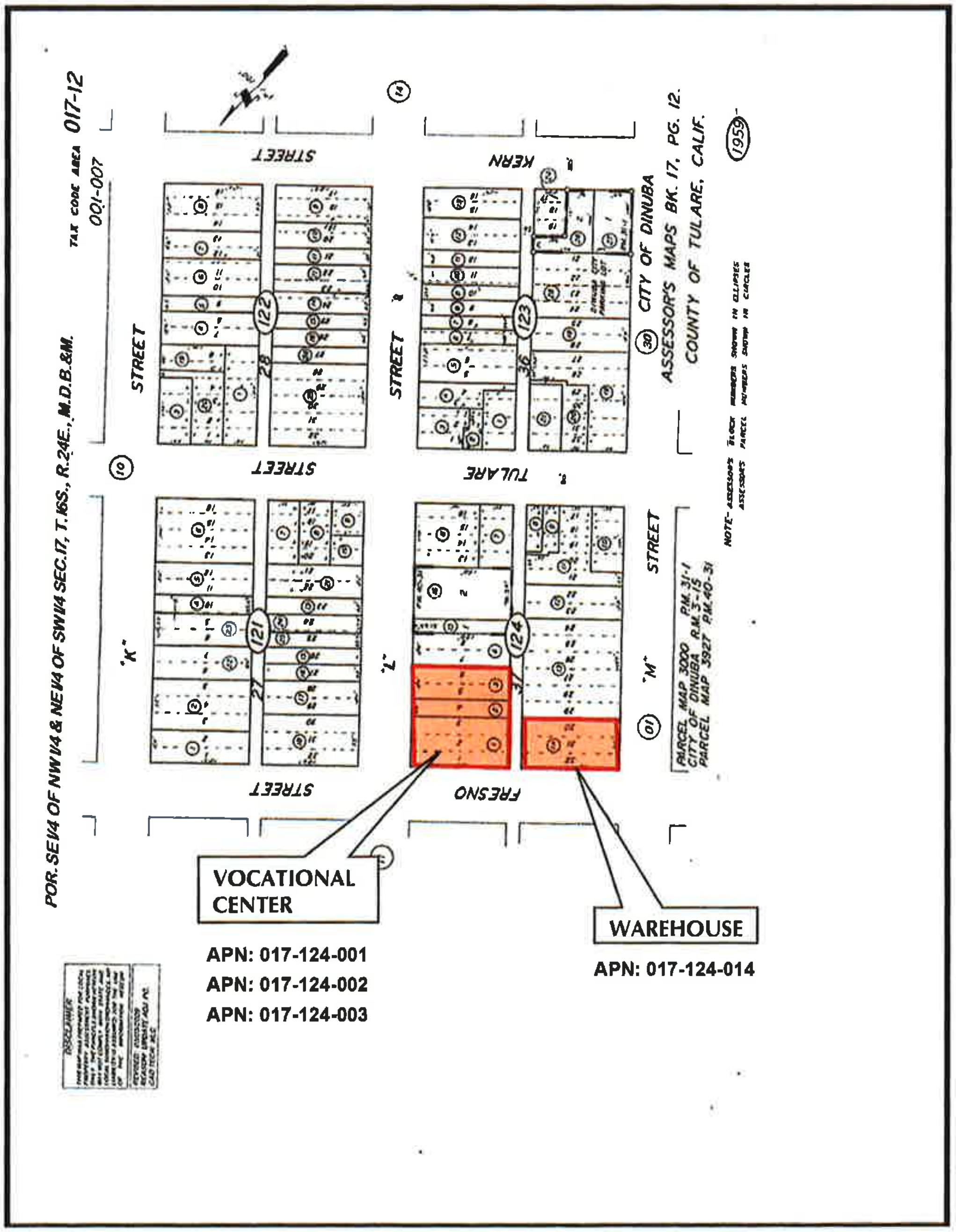


EXHIBIT C
Basic Lease Information

Date: August 1, 2018
Landlord: CITY OF DINUBA
Tenant: DINUBA UNIFIED SCHOOL DISTRICT
Premises: Vocational Training Center, 199 North L Street, Dinuba, California
Term Commencement: November 1, 2018
Term Expiration: 42 months (May 1, 2022)
Rent: $.74 per square foot ($28,571.00) per month
Security Deposit: $600,000.00
Tenant's Address for Notice: 1327 East El Monte Way, Dinuba, California
Landlord's Address for Notice: 405 East El Monte Way, Dinuba, California

EXHIBIT D
Building Description (First Floor)

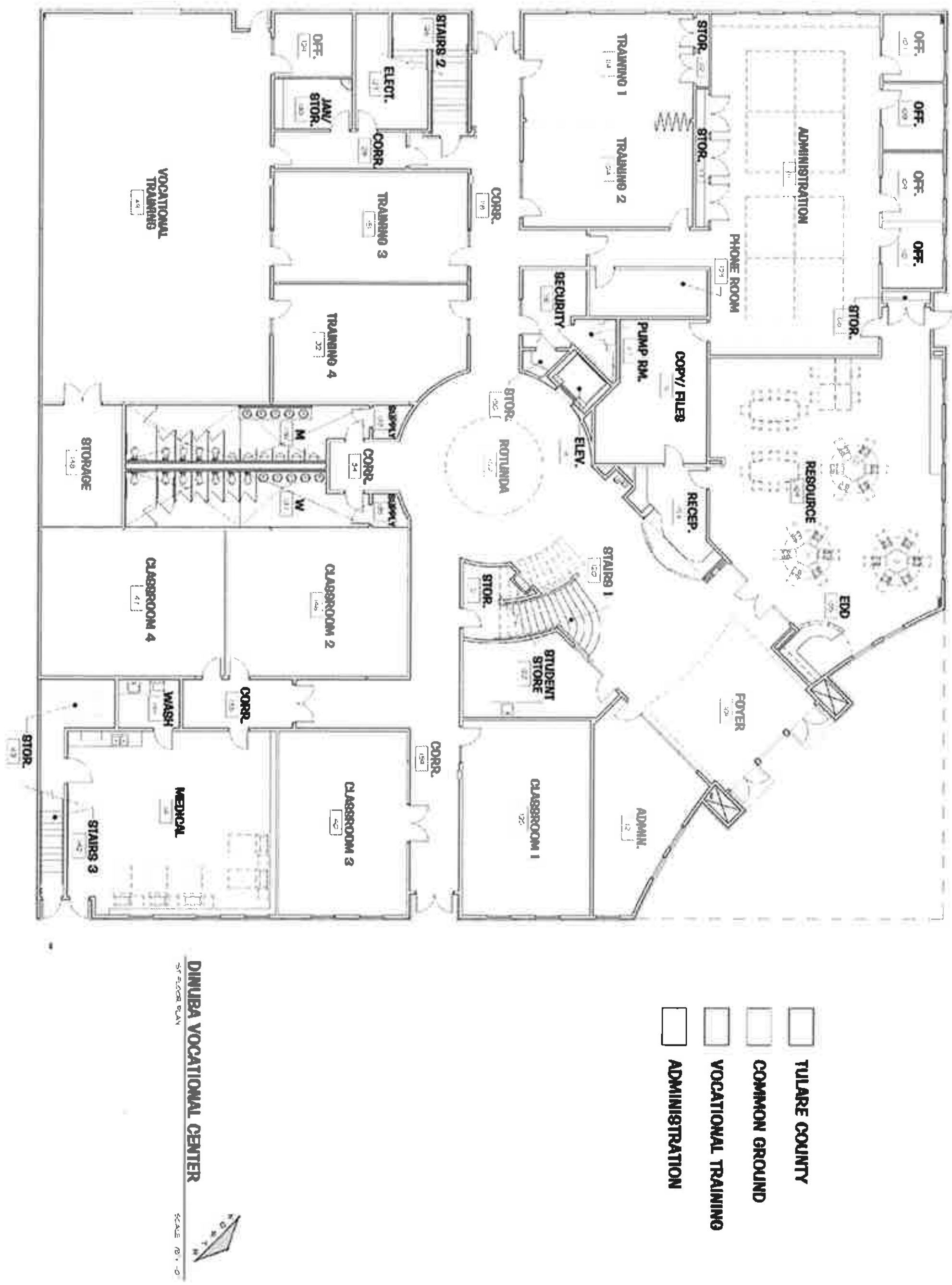
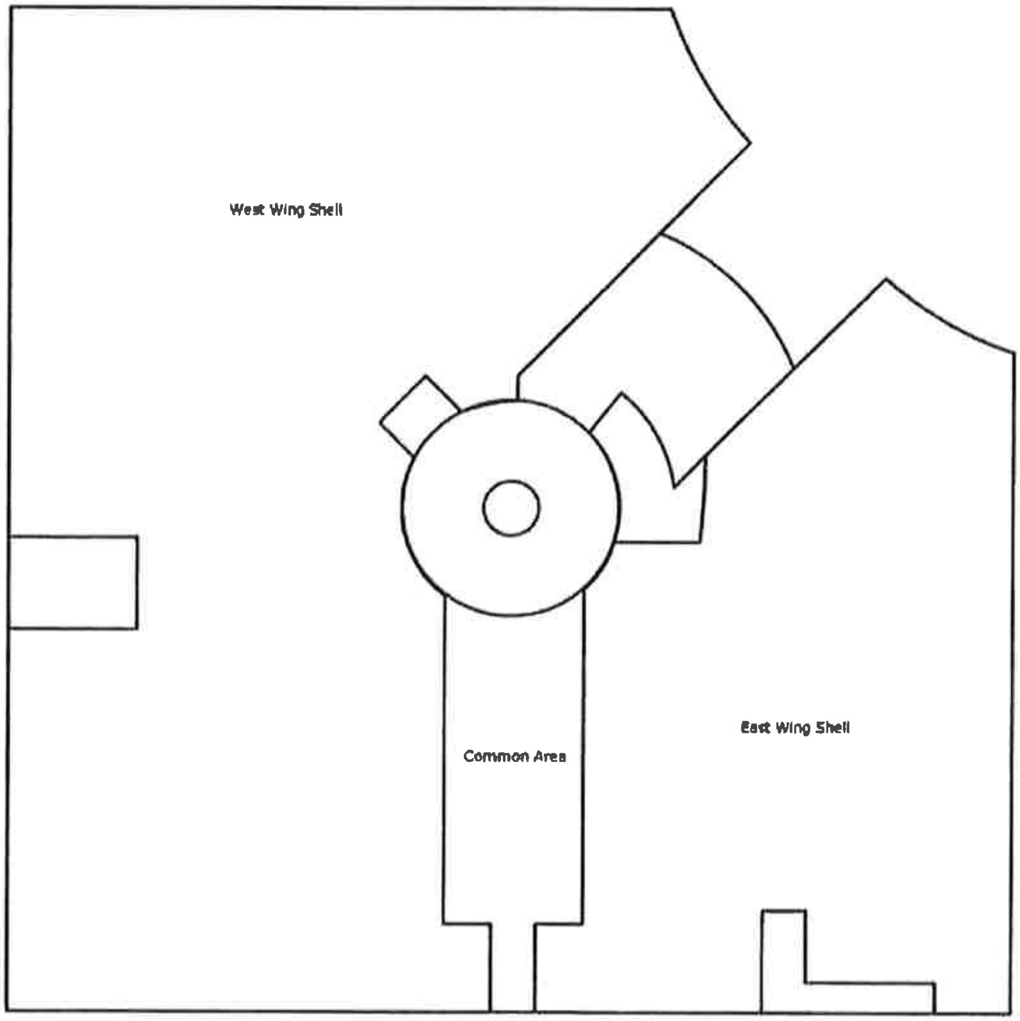


EXHIBIT D (Continued)
Building Description (Second Floor)



SECOND FLOOR

EXHIBIT D
Building Description (Second Floor)

ADDENDUM TO LEASE AGREEMENT

THIS ADDENDUM (“Addendum”) dated June _____, 2021, is entered into between CITY OF DINUBA (“Landlord”), and DINUBA UNIFIED SCHOOL DISTRICT (“Tenant”).

RECITALS

A. Landlord is the owner of real property (“Real Property”) located at 199 North L Street, Dinuba, California, described in in the Lease and incorporated by reference, and the Building (as later defined) located on it. The Real Property and the Building are collectively the “Property.”

B. Landlord has entered into a lease agreement with the Tenant, and Landlord and Tenant desire to amend the term and subject to the terms, covenants, agreements, and conditions in this Lease.

AGREEMENT

Landlord and Tenant entered into the subject lease agreement for the “Property” on November 1, 2018. The term (“Term”) of this 42-month Lease set the (“Termination Date”) of May 1, 2022. The following amendment modifies ‘PURCHASE OPTION’ under “Section 34. Governing Law” of the subject agreement as follows:

AMENDED PURCHASE OPTION

Tenant has the option to purchase the Real Property (40,000 square foot Building located at 199 North L Street, Dinuba, California and the lot located behind the Vocational Center, Assessor’s Parcel Numbers 017-124-001, 017-124-002, 017-003 and 017-124-014) for a total purchase price of $2,700,000.00 (Two million seven hundred thousand dollars) prior to termination of the lease on May 1, 2022 (“Termination Date”), but no sooner than July 1, 2021. Sale of the ‘Property’ will be at the sole discretion of the Landlord and, and Landlord shall not be liable to Tenant for any loss or damage resulting from the rejection of an offer to purchase the Property at any time. The Property is to be sold in an “as is” condition.

Tenant is to provide written notice to Landlord of its intent to exercise this purchase option, on or after July 1, 2021.

Should Tenant exercise purchase option, all lease payments made and security deposit payments shall be applied to the purchase price.

Any balance remaining will be due and payable at the close of escrow. Escrow to be opened with Chicago Title Company with escrow fees and costs shared equally between the parties.

Should Tenant not exercise purchase option, Landlord shall retain any and all lease payments made and the security deposit shall be released to Tenant except for any amounts the parties agreed to be withheld for repairs to Building caused by Tenant during the lease period.

The sale of the Real Property is contingent upon satisfactory release of any obligation, liens or encumbrances set forth the U.S. Economic Development Administration (EDA) grant, U.S. Housing and Urban Development (HUD) grant.

LANDLORD:

By: ....

Name ....

By: ....

Name ....

Its: ....

TENANT:

By: ....

Name ....
:

Its: ....

By: ....

Name ....

Its: ....

CITY OF DINUBA
Together, A Better Community
CALIFORNIA • 1906

City Council Staff Report

Department: FINANCE SERVICES July 13, 2021

To: Mayor and City Council

From: Karina Solis, Interim Administrative Services Director

Subject: Approving the Amendment and Novation Agreement between the City of Dinuba and MuniServices, LLC and adopting Resolution No. 2021-27 authorizing specified City employees to examine sales and use tax records (KS)

RECOMMENDATION

Council to take the following action by one motion:

1) Approve the Amendment and Novation Agreement substituting Municipal Resource Consultants with MuniServices, LLC, and;

2) Adopt Resolution No. 2021-27 designating and authorizing the City Manager, Assistant City Manager, Administrative Services Director and Fiscal Analyst to examine sales and use tax records from the California Department of Tax and Fee Administration (CDTFA).

EXECUTIVE SUMMARY

The City has contracted with Municipal Resource Consultants since 1992 to examine sales and use tax records from the California Department of Tax and Fee Administration to ensure that the City is receiving its fair share of sales tax revenues from businesses operating in Dinuba. Municipal Resource Consultants has recently changed their name to MuniServices, LLC and is requesting that the City Council approve an amendment to the agreement reflecting this name change. In addition, staff is requesting that the Council update the authorized and designated list of City employees by title that will be allowed to examine sales and use tax records by adopting Resolution No. 2021-27.

OUTSTANDING ISSUES

None.

DISCUSSION

On November 5, 1992, the City Council contracted with Municipal Resource Consultants to examine confidential sales and use tax records. Municipal Resource Consultants (MRC) ensures that the City receives its fair share of sales taxes paid by businesses operating in the City of Dinuba. Through the company's efforts, the City has received thousands of dollars in sales tax revenues that were either misallocated or not collected. Furthermore, the sales data collected by MRC assists staff with forecasting and projecting sales tax revenues for budgeting purposes.

Municipal Resources Consultants is now operating under the name MuniServices, LLC and is requesting that the City of Dinuba amend the existing agreement to allow for MuniServices, LLC to assume the existing agreement. All terms and conditions of the agreement remain unchanged. A copy of the amendment and the existing agreement are enclosed as Attachment 'A'.

In addition, state law allows jurisdictions to designate by resolution those city employees authorized to examine confidential sales tax data collected or reported by the state. Staff is requesting that the City Council update the list of designated employees to include the City Manager, Assistant City Manager, Administrative Services Director, and Fiscal Analyst by adopting Resolution No. 2021-27 enclosed herein as Attachment 'B'.

It is important to note that review of confidential sales and use tax information is governed by state law and sets certain requirements and conditions for the disclosure of sales and use tax records. State law also establishes criminal penalties for the unlawful disclosure of sales and use tax information.

FISCAL IMPACT

None.

PUBLIC HEARING

None.

ATTACHMENTS:

A. Amendment and Novation Agreement with MuniServices, LLC
B. Resolution 2021-27 designating and authorizing City employees to examine sales and use tax records

AMENDMENT AND NOVATION AGREEMENT BETWEEN

MUNICIPAL RESOURCE CONSULTANTS

AND

MUNISERVICES, LLC

THIS AMENDMENT AND NOVATION AGREEMENT (the "Novation") is between Municipal Resource Consultants (the “Assigning Party”), and MuniServices LLC, (the “Assuming Party”) both Delaware limited liability companies, with offices located at 5680 Trinity Parkway, Suite 120, Centreville VA 20120, and the City of Dinuba, an instrumentality of the State of California, 405 E. El Monte Way, Dinuba, CA 93618 (“Remaining Party”), (together, the "Parties") is entered into this 13th day of July 2021 (the "Novation Effective Date").

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

The parties intend that this Amendment to that certain Agreement between Municipal Resource Consultants and The City of Dinuba, of the state of California, entered into on October 27, 1992 (the “Agreement") (attached hereto as Exhibit A) for Sales and Use Tax Services to be a novation and that the Assuming Party be substituted for the Assigning Party. The Remaining Party recognizes Assuming Party as Assigning Party’s successor-in-interest in and to the Agreement. By this Agreement, the Assuming Party becomes entitled to all rights, title, and interest of the Assigning Party, in and to the Assigned Agreement in as much as Assuming Party is the substituted party to the Assigned Agreement as of and after the Effective Date. Remaining Party and Assuming Party shall be bound by the terms of the Assigned Agreement in every way as if Assuming Party is named in the novated Assigned Agreement in place of Assigning Party as a party thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ASSUMING PARTY

MUNISERVICES, LLC

By:____________________

Name:_________________

Title:___________________

ASSIGNING PARTY

MUNICIPAL RESOURCE CONSULTANTS

By______________________

Name:______________________

Title:________________________

REMAINING PARTY

CITY OF DINUBA

By:______________________

Name:___________________

Title:_____________________

Attest:

By:__________________

EXHIBIT A

PROPOSAL FOR

SALES TAX INFORMATION
AND AUDIT SERVICES

FOR

THE CITY OF DINUBA

by

MUNICIPAL RESOURCE CONSULTANTS

TABLE OF CONTENTS

MUNICIPAL RESOURCE CONSULTANTS
A partnership of John T. Austin, Inc. & Allen W. Charkow, Inc.

Southern California
32107 W. Lindero Canyon Road
Suite 233
Westlake Village, CA 91361
(818) 991-5220

Central California
(209) 432-6039

Northern California
(415) 838-1115

August 18, 1992

Ms. Antonia Marshall
Assistant City Manager
City of Dinuba
405 East El Monte
Dinuba, CA 93618

Re: Sales Tax Information and Audit Service

Dear Ms. Marshall:

Municipal Resource Consultants (MRC) hereby proposes to provide to the City of Dinuba a sales tax information and corollary consulting service, further described as follows:

1. STARS REPORTS (Sample Enclosed)

MRC's Sales Tax Analysis & Reporting System (STARS) reports provide the essential information to monitor and analyze revenue from the sales tax resource and develop a program for maintaining and enhancing the City's revenue base. The scope of this service includes, but is not limited to, MRC performing the following tasks:

- Procure a computer tape of sales tax permit records from the State Board of Equalization
- Establish master file in STARS from tape data provided in previous task
- Input data from sales tax distribution reports provided by State Board of Equalization for most recent nine (9) consecutive quarters
- Receive and process sales tax distribution reports quarterly
- Reorganize and refine computerized sales tax data for the City utilizing MRC's Sales Tax Analysis and Reporting System (STARS)

- o Prepare and submit STARS report* on a quarterly basis principally focusing on the major sales tax producers. Major sales tax producers are defined as those businesses meeting or exceeding a specified quarterly revenue threshold and comprising in aggregate ninety percent (90%) or more of the sales tax revenue generated from businesses located in the City.

  All major sales tax producers and business categories are monitored and analyzed quarterly based on reports to include the following:

  - Management Summary & Charts Based on MRC's analysis and evaluation of the STARS reports and other data, each quarterly report includes a comprehensive Management Summary. The Summary features a general analysis regarding statewide trends that may affect the City's sales tax plus a specific analysis of the City's sales tax composition, changes and performance. Twelve color charts are included in each report to graphically illustrate the data and analysis presented in the Summary.

  - Analysis Section The Analysis Section of MRC's STARS report provides a detailed computer generated analysis of significant changes that are impacting sales tax revenue. The Analysis Section identifies significant changes according to the individual businesses responsible without having to perform manual analysis. The analysis compares the quarter and benchmark year performance in the current year to the same performance period in the current year to the same performance period in the previous year/quarter. The reports in the Analysis Section include an analysis of change by economic category/business segment/business and identify amount and percent of change within each area. The individual firms responsible for any growth or decline are also analyzed by rate of growth or decline with businesses segmented by different growth/decline rates for review.

    Historical performance of the top 100 accounts is also included comparing current benchmark year ranking and sales tax produced with that of prior years.

*In addition to bound, hard copy quarterly STARS reports, MRC will provide the City with comprehensive (100%) sales tax data on computer disc for in-house inquiry and analysis by City staff on the City's IBM compatible PC.

- Major (and Top 100) Sales Tax Producers Ranks in descending order according to level of sales tax produced

- Business Classification Groups and ranks major producers by business classification according to level of sales tax produced

- Sales Tax Trend Reports Indicates growth and decline comparisons by various categories for forecasting and analysis

- Geo-Coding Tracks sales tax performance within specific areas of the City (e.g., key shopping centers, redevelopment project areas, downtown business districts, etc.). Charts and printed reports are included for geo-area. (Note: Each client is entitled to at least one geo-area at no charge. If numerous geo-areas are desired, there may be a nominal charge. MRC will advise the City in advance of any such charge, which would be at MRC's cost).

- Status Report MRC cleans up addresses on all permits and provides a status report on all changes to the sales tax files, which is equally useful for business tax enforcement. The report shows all new permits, address changes, owner changes and closed permits and effectively replaces the yellow registration cards that are cumbersome to use. By comparing the data which is in a clean address order with the business tax files, unlicensed business can be identified and billed, or business tax records can be updated for new addresses or owners, or purged if closed.

The "cleaned up" data from the State Board of Equalization can be transferred to the City's computer via floppy diskette or 9-track tape if the City desires to have the information for other purposes.

Computer Disc

In addition to bound, hard copy quarterly STARS reports, MRC will provide the City with a set of password protected user programs (developed by MRC) that allow access to sales tax information at the City's location on an IBM compatible PC. These programs are proprietary to MRC and are to be used only by MRC clients.

Individual sales tax account history can be accessed by sales tax permit or business tax ID number(s). Payment history includes all data processed by MRC from eight quarters prior to inception of the client's start date. Accounts can also be accessed by business name and street address. The client can extract all firms included within a particular business code or within a street number range including odd, even, or both sides of a street.

Clients wishing to identify sales tax amounts for particular geographical areas, whether on a one-time or ongoing basis, can readily geo-code those areas for review and analysis.

2. COROLLARY CONSULTING

- o Make specific recommendations (for City staff and/or MRC) to enhance the City's sales tax base
- o Analyze list of City's major sales tax producers in order to assist the City in developing a public relations program to prevent the loss of these important businesses
- o Profiling for Economic Development/Community Redevelopment and Chamber of Commerce personnel the most economically desirable/undesirable types of developments/business uses and the reasons why
- o Providing a list of businesses located in the City that are not presently producing sales tax to the City of Dinuba (City), but could be through constructive changes in marketing and/or purchasing procedures
- o Assisting in defining specific geographic areas for which the City would have an interest in knowing the sales tax produced (e.g., within Community Redevelopment Agency boundaries)

3. TIMING

STARS reports are provided on a quarterly basis within 30 working days following MRC's receipt of the quarterly distribution data that the City receives from the State Board of Equalization.

4. <u>CHARGES</u>

MRC proposes to provide STARS reports to the City for $450 per quarter, or $1,800 for the full year, including expenses. Each quarterly charge is due and payable after the City has received the report and MRC's invoice for the service.

The City shall be entitled to recoup said $1,800 from the first funds prior to calculating MRC's contingent compensation.

5. <u>MISALLOCATION AUDITS</u>

- o Conduct an initial and ongoing sales tax audit service in order to detect and correct point-of-sale distribution errors and thereby generate new sales tax income which would not otherwise have been realized by the City

- o Provide to the City and State Board of Equalization reports addressing each point of sale reporting error individually, including the business name, address, telephone number, California sales tax permit number, individuals contacted, date(s) of contact, nature of business, reason(s) for error, recommended corrective procedure and, if available, estimated sales tax income which should be forthcoming to the City.

- o Coordinate with the taxpayer and State Board of Equalization to make the necessary corrections plus retroactive adjustments for eligible amounts improperly distributed in prior quarters.

- o On a <u>quarterly basis</u>, monitor and analyze STARS reports with audit focus on the following:

  - Those accounts with previously reported point of sale distribution errors to ensure that the corrections are made for current quarters plus retroactive adjustments for eligible amounts improperly distributed in prior quarters

  - Those major accounts comprising approximately ninety percent (90%) of the City's total sales tax revenue to identify significant aberrations (e.g., negative fund transfers, significant decreases, etc.) and ensure that the City is not getting less than it is entitled to

Audit Service Compensation

MRC's compensation for providing sales/use tax audit services is 25% of new sales/use tax revenue realized by the City as a result of MRC detecting and correcting the related point-of-sale distribution error. Said 25% applies to each correction for fund transfers (i.e. retroactive adjustments for eligible amounts improperly distributed in prior quarters) and the first six consecutive reporting quarters following completion of the audit by MRC and confirmation of corrections by the State Board of Equalization.

The City shall be entitled to recoup said $1,800 from the first funds produced by MRC's sales/use tax audit service prior to calculating MRC's contingent compensation for providing the audit service.

Sales tax audit invoices are submitted quarterly after the City has received the revenue from the correction and quarterly distribution report verifying it. Each invoice is to include the business name, permit number, local allocation amount received by the City and amount due MRC. Invoices are due and payable upon receipt.

6. CERTIFICATION OF CONFIDENTIALITY

Section 7056 of the State of California Revenue and Taxation code specifically limits the disclosure of confidential taxpayer information contained in the records of the State Board of Equalization. This section specifies the conditions under which a city may authorize persons other than city officials and employees to examine State Sales and Use Tax records (see sample resolution attached under Exhibit A).

The following conditions specified in Section 7056(b), (1) of the State of California Revenue and Taxation Code are hereby made part of this contractual agreement entered into between the City of Dinuba (City) and Municipal Resource Consultants (Consultant).

A. Consultant is authorized by this agreement to examine sales and use tax records of the Board of Equalization provided to City pursuant to contract under the Bradley-Burns Uniform Sales and Use Tax Law

B. Consultant is required to disclose information contained in, or derived from, those sales and use tax records only to an officer or employee of the City who is authorized by resolution to examine the information

C. Consultant is prohibited from performing consulting services for a retailer during the term of this agreement

D. Consultant is prohibited from retaining the information contained in, or derived from, those sales and use tax records, after this agreement has expired

Information obtained by examination of Board records shall be used only for purposes related to collection of local sales and use tax or for other governmental functions of the City as set forth by resolution adopted pursuant to Section 7056(b) of the Revenue and Taxation Code.

The resolution shall designate the Consultant as a person authorized to examine sales and use tax records and certify that this agreement meets the requirements set forth above and in Section 7056(b) (1) of the Revenue and Taxation Code.

Consultant hereby certifies that any and all information utilized in the conduct of work performed is to be utilized only for those purposes authorized by the City and by the Bradley-Burns Uniform Local Sales and Use Tax Law.

7. TERM

The term of the Agreement shall run for a minimum period of one (1) year and shall continue in force thereafter, subject to Paragraph 12, of Exhibit "B" of the Agreement.

8. AUTHORIZATION

Should you have any questions regarding the proposed services, we are prepared to respond promptly.

In order to authorize the proposed services, please return an executed copy of this letter and the enclosed confidentiality resolution (see Exhibit A) to my attention. The original is for your records. Thank you.

Sincerely,

Marina Sloan

Marina Sloan

MS:kg

ACCEPTED FOR:

CITY OF DINUBA	MUNICIPAL RESOURCE CONSULTANTS PARTNER: JOHN T. AUSTIN, INC.
By: Ed Todd	By: John T. Austin
Title: City Manager	Title: President
Date: ~~August~~ November 5, 1992	Date August 18, 1992

EXHIBIT B

GENERAL PROVISIONS

1. Independent Contractor. At all times during the term of this Contract, Municipal Resource Consultants (Consultant) shall be an Independent Contractor and shall not be an employee of the City of Dinuba (City). City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement.

2. Liability. City shall not be called upon to assume any liability for direct payment of any salaries, wages, or other compensation to any Consultant personnel or subcontractor performing services hereunder for City, or any liability other than provided for in this Agreement.

City shall not be liable for compensation or indemnity to any Consultant employee or subcontractor for injury or sickness arising out of his/her employment, or for any negligent actions of the Consultant or its employees.

All persons employed in the performance of such services and functions shall be employees of Consultant, and as such shall not, for any purposes, be considered employees of City and therefore shall have no right to any City service, civil service, or other City status.

3. Subcontracts. Any subcontracts entered into by Consultant for services to be rendered towards the completion of Consultant's portion of this Agreement shall be for Consultant's benefit alone, and as such shall be its responsibility with no liability resting on the City. Consultant agrees to provide a list of all subcontractors to be used in connection with services to be rendered toward the completion of its portion of this Agreement to the City within ten (10) working days of execution of this Agreement.

4. Licenses, Permits, Etc. Consultant represents and warrants to City that he/she has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice his profession. Consultant represents and warrants to City that Consultant shall, at his/her sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice his/her profession.

DINUBA

5. Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

6. Insurance.

(a) Public Liability. During the term of this Agreement, Consultant shall maintain in full force and effect a policy of public liability insurance with minimum coverages as follows: $1,000,000 for injury to one person in any one occurrence; $1,000,000 aggregate; and, $50,000 for property damage. Consultant shall cause the City, its officials and employees to be named on all liability policies described above as insured as respects: (1) activities performed for the City by or on behalf of the named insured, (2) products and completed operations of the Named Insured, and (3) premises owned, leased or used by the Named Insured.

(b) Worker's Compensation. During the term of this Agreement, Consultant shall fully comply with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Consultant may have for worker's compensation.

7. Consultant Not Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied to act on behalf of City of any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

8. Assignment Prohibited. No party to this Agreement may assign any right or obligation pursuant to this agreement. Any attempt of purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

9. Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement, Consultant shall remove any such person immediately upon receiving notice from City of the desire of City for the removal of such person or persons.

10. Standard of Performance. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices his profession. All products of whatsoever nature which Consultant delivers to City pursuant to this Agreement shall be prepared in a substantial, first class and workmanlike manner and conform to the standards of quality normally observed by a person practicing in Consultant's profession.

11. City Representative. The City Manager or his designee is the representative of the City and will administer this Agreement for the City.

12. Termination. This Agreement may terminate on ten (10) days written notice by either party, or within such time as both parties may find necessary to conclude the work currently under way and to summarize Consultant's findings for City.

13. Indemnity and Hold Harmless. Consultant shall assume the defense of, and indemnify and save harmless, the City, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from, the performance of the work, provided that such action, damage, claims, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of property, whether upon or off the work, including the loss of use thereof, and is caused in whole or in part by any negligent act or omission of the Consultant, and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not it is caused in part by a party indemnified hereunder.

14. Equal Employment Opportunity: During the performance of this Agreement, Consultant, for itself, its assignees and successors in interest, agrees as follows:

a. Compliance With Regulations: Consultant shall comply with the Executive Order 11246 entitled "Equal Employment Opportunity,: as labor regulations (41 C.F.R. Part 60), hereinafter referred to as the "Regulations."

b. Nondiscrimination: Consultant, with regard to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

c. Solicitation for Subcontractor, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by Consultant for work to be performed under any subcontract, including procurements of materials or equipment, such potential subcontractor or supplier shall be notified by Consultant of Consultant's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origins.

d. Information and Reports: Consultant shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the City and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of noncompliance by Consultant with the nondiscrimination provisions of this Agreement, the City shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

(1) Withholding of payments to Consultant under the contract until Consultant complies;

(2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: Consultant shall include the provisions of paragraphs a through e in every subcontract, including Regulations, order, or instructions issued pursuant thereto. Consultant shall take such action with respect to any Regulations, order or instructions issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Consultant may request City to enter such litigation to protect the interests of the City.

15. Notices. Any notice to be given from one party to the other pursuant to this Agreement shall be deposited with the United States Postal Service postage prepaid and addressed as follows:

To City:	City Administrator CITY OF DINUBA 405 East El Monte Dinuba, CA 93618
To Consultant:	John Austin MUNICIPAL RESOURCE CONSULTANTS 32107 W. Lindero Canyon Road Suite 233 Westlake Village, CA 91361

Nothing in this paragraph shall be construed to prevent the giving of notice by personal service.

Attachment A

RESOLUTION NO. 2021-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA AUTHORIZING EXAMINATION OF SALES AND USE TAX RECORDS

WHEREAS, pursuant to Ordinance Number 666 the City of Dinuba entered into a contract with the California Department of Tax and Fee Administration (Department) to perform all functions incident to the administration and collection of sales and use taxes; and

WHEREAS, pursuant to Revenue and Taxation Code section 7270, the City entered into a contract with the California Department of Tax and Fee Administration (Department) to perform all functions incident to the administration and collection of transactions and use taxes; and

WHEREAS, the City Council of the City of Dinuba deems it desirable and necessary for authorized officers, employees and representatives of the City to examine confidential sales or transactions and use tax records of the Department pertaining to sales and use taxes collected by the Department for the City pursuant to that contract; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Department records, and Section 7056.5 of the California Revenue and Taxation Code establishes criminal penalties for the unlawful disclosure of information contained in, or derived from, the sales or transactions and use tax records of the Department;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DINUBA HEREBY RESOLVES AS FOLLOWS:

That the City Manager, Assistant City Manager, Administrative Servcies Director and Finance Manager, or other officer or employee of the City designated in writing by the City Manager to the California Department of Tax and Fee Administration is hereby appointed to represent the City with authority to examine sales or transactions and use tax records of the Department pertaining to sales and use taxes collected for the City by the Department pursuant to the contract between the City and the Department.

The information obtained by examination of Department records shall be used only for purposes related to the collection of City sales and use taxes by the Department pursuant to that contract.

BE IT FURTHER RESOLVED that the information obtained by examination of Department records shall be used only for purposes related to the collection of City sales and use taxes by the Department pursuant to the contract between the City and the Department.

That this resolution supercedes all prior resolutions of the City Council of the City of Dinuba adopted pursuant to subdivision (b) of Revenue and Taxation Code section 7056.

PASSED, APPROVED AND ADOPTED this 13th day of July 2021, 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

I, _____________________, City Clerk of the City of ______________, California, DO HEREBY CERTIFY that the foregoing resolution was duly introduced, approved and adopted by the City Council of the City of ________________________, at a regular meeting of said Council held on the ________ day of _________________, 20___, by the following roll call vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

(s) ________________________________
City Clerk

City Council Staff Report

Department: FINANCE SERVICES July 13, 2021

To: Mayor and City Council

From: Karina Solis, Interim Administrative Services Director

Subject: Resolution No. 2021-34 Approving Adjustments to the Fiscal Year 2020/21 Budget (KS)

RECOMMENDATION

Council adopt Resolution No. 2021-34 approving budget amendments for Fiscal Year-End 2020-2021.

EXECUTIVE SUMMARY

The Fiscal Year 2020-21 budget ended on June 30, 2021. Staff presented the fiscal year-end projections as part of the budge workshop for the Fiscal Year 2021-2022 budget adoption process. At the conclusion of each fiscal year, there are some budget adjustments that need to be made to reflect changes in actual revenues and/or expenditures versus what was projected at the start of the year. Resolution No. 2021-34 identifies several budget amendments necessary to close-out the 2021-2020 budget year.

OUTSTANDING ISSUES

None.

DISCUSSION

Fiscal Year 2020-2021 ended on June 30, 2021. In order to accurately reflect changes in revenues and/or expenditures throughout the year, staff identifies needed budget amendments to close-out the fiscal year. As detailed in Attachment 'A' and summarized below, staff is proposing the following budget amendments for fiscal year-end June 30, 2021:

General Fund Revenues - several adjustments are proposed to reflect increases or decreases in actual revenues received versus projected:

- Increased revenues in Property Taxes, Utility User's Tax, Sales tax, Franchise Tax, Residential Sprinkler Test, General Based Fines and Business Licenses.
- Decreases in revenues for several accounts including Investment Earnings, Youth Sports, Afterschool care, Park Rental, Sportsplex, School Resource Officer & Major Events due to COVID.
- Increase in encroachment permits of $154,000.
- Increase in Building Permits of $235,000 due more development activity.
- Decreases in Outsourcing Expense and Transfer in CDBG are no longer needed. An increase in Sale of City Land for $49,128 is for the sale of 338 El Monte way.

General Fund Expenses - several adjustments are needed to reflect actual expenses versus projected:

- Increase expenses in General Services for Contractual Legal Services due to ongoing litigation, capital facilities expenses for the Police Department Parking Lot Expansion Project, and concrete improvements on the corner of Tulare and H streets.
- Increase expenses in Parks for Capital Outlay for costs related to installation of Pickle Ball Courts at KC Vista Park.
- Increase and decreases to Employee Services in Parks, Police and Fire are related to the effects of COVID.
- Increase expenses in Police for building maintenance related to roof repairs and replacement of 911 system as well as increased expenses to Operations and Supplies for COVID related costs, purchase of guns and holsters.
- Increased expenses in Fire for Equipment Maintenance and Vehicle Maintenance due to needed and unexpected repairs to fire ladder truck.
- Increase expenses in Community Development for Contractual Services in the Engineering and Building divisions due to development activity.

Internal Service Funds

- Reduced expenses in the Health Insurance fund to reflect reductions in claims.
- Increase expenses in Technology Replacement for Supplies is partially offset by a decrease in Capital Outlay and the remainder will be offset by fund balance.

Debt Service

- An adjustment in General Debt Service of $10,058 is needed to adjust to actuals and a decrease in Sewer Debt of $76,469 in both the revenue and expense are needed to clean up the fund.

Special Revenue

- Increase revenues from Development Impact Fee to reflect housing activity in the following accounts: Water $125,000; Sewer $108,000; Transportation $78,000; Police $28,000; Parks $97,000; Fire $67,000.

- On the expense side, a decrease in water for well 21 is offset by an increase in preliminary design.

- In Measure F, a decrease in capital outlay, buildings of $150,000 will partially offset the increase in the transfer out in capital facilities for the expenses related to the Police Parking lot.

- In the State Fire Suppression Reimbursement Fund, receipts of Intergovernmental funds and mutual aid have been received and are requiring adjustments of $190,196; on the expense side, increases to Safety Equipment and Supplies and grant receipts for ADHD grants are needed in the amount of $22,377.

- In the HOME, CALHOME, and CDBG funds, several adjustments totaling $1,976,712 are needed for program income received and grant funding for the N. Alta Improvement Projects. Adjustments of expenses totaling $1,681,620 are needed for the expenses incurred for the projects for which the grant funding was designated.

Enterprise Funds

- In Golf, increase across several revenue sources are needed to adjust to actual.

- Sewer fund increases in expenses of $215,000 are needed in maintenance and operations for additional utilities and unexpected maintenance of the lift station at Gerald and Hayes. An increase of $17,000 is also needed for Overtime.

- In the Transit fund, decreases of fare box revenues have been adjusted, and the transfer in from the general fund is no longer needed.

- In the Ambulance fund, additional revenues in service and fees and in investment earnings are requiring amendments. On the expense side, increases to operating supplies, and maintenance contracts are needed in the amounts of $67,000 and $6,000 respectively for additional expenses including the repairs to Engine 32. An additional $25,000 is needed for the GEMT QAF reporting.

Capital Funds

- In the Transportation Construction Fund, adjustments are needed in revenues in the amount of $243,650 for additional grants.

- In Capital Facilities, adjustments are needed in expenses for ADA Ramps and additional costs for the Police Department Parking lot and concrete repairs at the corner of Tulare and H streets.

FISCAL IMPACT

After the budget amendments, revenues and expenditures for all fund types are expected to be on target for the year end.

PUBLIC HEARING

None.

ATTACHMENTS:

A. Resolution No. 2021-34 Approving Budget Amendments for FY 2020-21

ATTACHMENT A

RESOLUTION 2021-34

A RESOLUTION OF THE COUNCIL OF THE CITY OF DINUBA APPROVING AND ADOPTING THE BUDGET AMENDMENT FOR VARIOUS FUNDS FOR FISCAL YEAR 2020/2021

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, a budget amendment is necessary to align the expected revenues and expected expense.

WHEREAS, the budget amendment as Exhibit A specifies detail of various funds**.**

NOW, THEREFORE, BE IT RESOLVED, the Dinuba City Council hereby resolves that the FY 2020/2021 budget be amended to provide the necessary funding to various funds.

PASSED, APPROVED AND ADOPTED this 13th day of July 2021, 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

Exhibit A

CITY OF DINUBA

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REQUEST FOR BUDGET AMENDMENT

Requested by: Karina Solis

Account Numbers	Fund Name Description	Budget Amounts Increase	Decrease
REVENUES			
101.400.1070	PROP TAXES Passthrough - Redevelopment	186,846	
101.402.1010	UTILITY USER TAX - Electric	35,000	
101.403.1010	SALES TAX - Sales & Use Tax	2,100,000	
101.404.1000	REAL PROP TRANSFER Real Prop Trans Tax	12,659	
101.406.1000	BUS LIC TAX Business License	41,712	
101.407.1000	FRANCHISE TAX Electric	14,816	
101.409.2010	SRVC & FEE Youth Sports Fees		35,000
101.409.2110	SRVC & FEE After School Care		52,000
101.409.2140	SRVC & FEE Park Rental (BBQ/Shelter)		13,000
101.409.2150	SRVC & FEE Sportsplex Fees		40,000
101.409.3020	SRVC & FEE School Resource Officer		52,974
101.409.3200	SRVC & FEE Major Event		30,000
101.409.4040	SRVC & FEE Residential Sprinkler Test	15,000	
101.409.5201	SRVC & FEE Public Improvements Plan Check	41,111	
101.409.5220	SRVC & FEE Row Encroachment permit	154,000	
101.409.5480	SRVC & FEE Outsourcing Exp		10,000
101.410.1000	PERMITS Building	235,000	
101.411.1070	FINES Courts - General Based	11,700	
101.412.1000	Use of Money & Property Investment Earnings		20,000
101.414.1010	MISC Other Micellaneous Revenue	21,000	
101.415.1050	OTHER FIN SOURCES Sale of City Land	49,128	
101.800.403	TRSF IN CDBG		31,620
115.451.1010	ROUNDS & PLAY Green Fees	88,000	
115.451.1020	ROUNDS & PLAY Cart	85,000	
115.451.1030	ROUNDS & PLAY Range	21,000	
115.452.1015	FOOD & BEVERAGES Beverages	48,000	
115.453.1010	PRO-SHOP Merchandise	30,000	
181.800.101	TRSF IN General Fund	10,058	
183.412.1412	USE OF MONEY & PROP 2012 WasteWater		76,469
233.409.5004	SRVC & FEE D/R Fare Box		24,392
233.409.5005	SRVC & FEE Fare Box Revenues		43,957
233.800.101	TRSF IN General Fund		15,567
250.409.5080	SRVC & FEE Developer Fees	125,000	
251.409.5080	SRVC & FEE Developer Fees	108,000	
252.409.5080	SRVC & FEE Developer Fees	78,000	
253.409.5080	SRVC & FEE Developer Fees	28,000	
254.411.1180	FINES Park In Lieu Fees	97,000	
256.409.4080	SRVC & FEE Impact Fees - Single Family	67,000	
260.413.1450	INTERGOVT Section 130 Rail and Mass Transp	199,650	
260.413.1480	INTERGOVT TCAG Overall Work Plan OWP	44,000	
320.409-4001	SRVC & FEE Ambulance Service Fees	797,000	
320.412.1000	USE OF MONEY & PROP Investment Earnings	27,000	
322.413.1190	INTERGOV Other Grants	35,963	
322.414.1190	MISC State Mutual Aid Reimbursement	154,233	
401.426.2000	PRINCIPAL DINUBA PI - HOME	35,824	

401.426.2005	PRINCIPAL 02-HOME 0579	80,500	
401.426.2010	PRINCIPAL 09-HOME 6200	50,500	
401.427.2011	INTEREST 11-HOME 6989	42,470	
402.426.4003	PRINCIPAL 08-CAL HOME 4899	21,918	
403.426.3003	PRINCIPAL 85-STBG-142	22,625	
403.426.3018	PRINCIPAL 08-STBG-4842	73,000	
403.426.3021	PRINCIPAL 12-CDBG-8382		26,339
418.413.1060	INTERGOV State Grants	365,000	
419-700.1030	STATE GRANTS Loans	43,083	
420.413.1060	INTERGOV State Grants	1,070,000	
420-800.101	TRSF IN General Fund	145,453	
APPROPRIATIONS			
101.10.102.640.1020	SERVICES Contractual	61,000	
101.20.201-900.181	TRSF OUT General Debt Service	10,058	
101.20.201-900.233	TRSF OUT Transit		15,567
101.20.201-900.265	TRSF OUT Capital Facilities	215,000	
101.20.201-900.420	TRSF OUT 2020-CDBG	145,453	
101.40.402.730.1070	CAPITAL OUTLAY Machinery & Equipment	40,000	
101.40.404-600.1020	EMP SRV Part Time Salaries		95,000
101.40.406-600.1010	EMP SRV Regular Salaries		40,000
101.40.406-600.1020	EMP SRV Part Time Salaries		25,000
101.40.406-600.1120	EMP SRV Health/Dental/Vision		24,400
101.40.407-600.1020	EMP SRV Part Time Salaries		65,000
101.50.001-670.1020	MAINTENANCE Building Maintenance	87,000	
101.50.001-730.1070	CAPITAL OUTLAY Machinery & Equipment	18,401	
101.50.502-600.1020	EMP SRV Part Time Salaries		60,000
101.50.502-600.1030	EMP SRV Overtime	70,000	
101.50.502-600.1170	EMP SRV Uniform Allowance	15,000	
101.50.502-610.1020	SUPPLIES Operating Supplies	11,000	
101.50.502-690.1200	SPC DEPT EXP Armory/Range Expenses	12,000	
101.50.502-730.1070	CAPITAL OUTLAY Machinery & Equipment		100,000
101.60.001-680.1030	EMP SRV Overtime	30,000	
101.60.001-670.1030	MAINTENANCE Equipment Maintenance	6,900	
101.60.001-670.1040	MAINTENANCE Vehicle Maintenance	50,000	
101.80.801-640.1020	SERVICES Contractual		60,000
101.80.802-640.1020	SERVICES Contractual	75,000	
101.80.803-640.1020	SERVICES Contractual		50,000
101.80.805-640.1020	SERVICES Contractual	15,000	
112.20.000-660.1110	INSURANCE Medical Ins Claim		400,000
122.20.000-610.1020	SUPPLIES Operating Supplies	40,000	
122.20.000-610.1020	CAPITAL OUTLAY Computers		25,300
181.20.000-720.1055	INREREST 2012 Land	10,058	
183.70.705-720.1043	INTEREST 2010 BONDS		76,469
231.70.704-600.1030	EMP SRV Overtime	17,000	
231.70.704-620.1010	UTILITIES Electric	85,000	
231.70.704-670.1010	MAINTENANCE Repair & Maintenance	130,000	
250.70.703-680.1157	CAPITAL PROJECTS - Test Well for Well 21		15,000
250.70.703-680.1015	CAPITAL PROJECTS - Preliminary Design	15,000	
265.70.706-680.1105	CAPITAL PROJECTS - ADA Ramp	6,000	
265.70.706-680.1240	CAPITAL PROJECTS - Police Station	110,000	
301.50.502-730.1020	CAPITAL OUTLAY Buildings		150,000
301.50.502-900.265	TRSF OUT Capital Facilities	205,000	
320.60.601-610.1020	SUPPLIES Operating Supplies	67,000	
320.60.601-670.1050	MAINTENANCE Maintenance Contracts	6,000	
320.60.601-690.1157	SPC DEPT EXP GEMT QAF	25,000	
322.60.601.610.1060	SUPPLIES Safety Equipment & Supplies	11,945	
322.60.601-690.1155	SPC DEPT EXP Grant	10,432	
403.70.722-900.101	TRSF OUT General Fund		31,620

418.70.722-640.1020	SERVICES Contractual	36,000	
418.70.722-700.1080	STATE GRANT Public Improvements	429,000	
420.70.722-700.1020	STATE GRANT Activity Delivery	25,000	
420.70.722-700.1080	STATE GRANT Public Improvements	1,160,000	
Reason(s) for Budget Amendment:			

To align the expenses and revenues to year end FY 2020/2021 budget, staff is requesting budget amendments to the following funds:

*In General fund revenues and adjustment to Property Taxes, Utility User's Tax, Sales tax, Franchise Tax, Residential Sprinkler Test, General Based Fines and Business Licenses to accommodate the increased revenues; decreases in revenues for several accounts including Investment Earnings, Youth Sports, Afterschool care, Park Rental, Sportsplex, School Resource Officer & Major Events have all decreased due to the effects of COVID. In public improvements plan check, an increase of $41,111 is needed to account for additional revenue received. In encroachment permit, an increase of $154,000 is needed and will be partially offset by a transfer out of General fund into CDBG in the amount of $145,453. In Building Permits a $235,000 adjustment is needed due to increased development activity. In the misc other reimbursement revenues an increase of $21,000 is needed for reimbursements from the insurance company and the surplus auction. Decreases in Outsourcing Expense and Transfer in CDBG are no longer needed. An increase in Sale of City Land for $49,128 is for the sale of 338 El Monte way.

In General fund expenses, increases are needed in Contractual Services for increases in litigation, Capital Facilities for additional expenses for the Police Department Parking lot and concrete improvements to Tulare & H st, Capital Outlay Machinery and Equipment for expenses related to the Pickle ball court. Increases and decreases to Employee Services are related to the effects of COVID. In Police, an increase In building maintenance is for repairs to the roof at the Police Department, increases to Capital outlay in Police are for expenses related to the replace the 911 system. Increases to Operating Supplies are for COVID related expenses, Special Department Expenses are for guns, holsters and LED Lights. In Fire, increases to Equipment Maintenance and Vehicle Maintenance are needed for unexpected repairs. In Community Development increases in Contractual Services in Engineering and Building are being offset by decreases in Planning and Code Enforcement for a net savings of $20,000.

*In Health Insurance fund- a decrease in expenses is due to reduced medical expenses.

*In Golf, an increase across several revenues is needed to adjust to actual, in the expense side, an increase is needed in Golf Carts to record the expense for the newly leased carts.

*In Technology Replacement, an increase to supplies is partially offset by a decrease in Capital Outlay and the remainder will be offset by fund balance.

*In Debt Service an increase of $10,058 is needed to adjust to actuals and a decrease of $76,469 in both the revenue and expense are needed to clean up the fund.

*Sewer fund increases in expenses of $215,000 are needed in maintenance and operations for additional utilities and unexpected maintenance of the lift station at Gerald and Hayes. An increase of $17,000 is also needed for Overtime.

*In the Transit fund, decreases of farebox revenues have been adjusted, and the transfer in from the general fund is no longer needed.

*Impact Fees increases across all funds are for increased revenue for housing activity as follows: In Water $1255,000; Sewer $108,000; Transportation $78,000; Police $28,000; Parks $97,000; Fire $67,000. On the expenses side, a decrease in water for well 21 is offset by an increase in preliminary design.

* Capital Facilities Fund- adjustments are needed in revenues in the amount of $243,650
for additional grant and in expenses for ADA Ramps and additional costs for the Police Department Parking lot.

*In Measure F, a decrease in capital outlay buildings of $150,000 will partially offset the increase in the transfer out in capital facilities for the expenses related to the Police Parking lot.

*In the Ambulance fund, additional revenues in service and fees and in investment earnings are requiring amendments. On the expense side, increases to operating supplies, and maintenance

contracts are needed in the amounts of $67,000 and $6,000 respectively. An additional $25,000 is needed for the GEMT QAF reporting.
*In the State Fire Suppression Reimbursement Fund, receipts of Intergovernmental funds and mutual aid have been received and are requiring adjustments of $190,196; on the expense side, increases to Safety Equipment and Supplies and grant receipts for ADHD grants are needed in the amount of $22,377.
*In the HOME, CALHOME, and CDBG funds, several adjustments totaling $1,976,712 are needed for program income received; and grant funding for the N. Alta Improvement Projects; Adjustments of expenses totaling $1,681,620 are needed for the expenses incurred for the projects for which the grant funding was designated.

Department Director ______________________ ____________
Signature Date

Approval Required Budget Amendment:

Administrative Services Director ______________________ ____________
Signature Date

City Manager ______________________ ____________
Signature Date

City Council: ☐ Approved ☐ Resolution #__________ ☐ Denied ____________
Date

Journal Entry No. _______________ Date Posted ___________ By: ____________________________

CITY OF DINUBA
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City Council Staff Report

Department: CITY MANAGER'S OFFICE July 13, 2021

To: Mayor and City Council

From: Linda Barkley, City Clerk

Subject: Request for Excused Absence Armando Longoria (LB)

RECOMMENDATION

Council to consider a request to excuse the absence of Council Member Armando Longoria at the June 8, 2021 City Council meeting.

EXECUTIVE SUMMARY

Council Member Longoria was absent from the Council meeting dated June 8, 2021. Council Member Longoria was absent due to illness and could not attend the meeting. He requests that the Council excuse his absence.

OUTSTANDING ISSUES

None.

DISCUSSION

Council Member Longoria was absent from the City Council meeting dated June 8, 2021 due to illness. He hereby requests that the Council excuse his absence from the meeting due to the aforementioned.

FISCAL IMPACT

None.

PUBLIC HEARING

None.

City Council Staff Report

Department: FINANCE SERVICES | July 13, 2021

To: Mayor and City Council

From: Maria Alaniz, Human Resources Manager

Subject: Resolution No. 2021-36 Approving the Memorandum of Understanding with the Dinuba Police Officers' Association (MA)

RECOMMENDATION

Council adopt Resolution No. 2021-36 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, 2021 through June 30, 2024. The Association signed the new agreement on July 9, 2021. 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, 2021. All terms and conditions of the MOU remains 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 9, 2021. The MOU is for the term of three years effective July 1, 2021 through June 30, 2024. A full copy of the MOU is enclosed herein as Exhibit 'A', and the main provision are summarized as follows:

- Three year term (July 1, 2021 through June 30, 2024)
- COLA - 3% and a lump sum $2,500.00 effective July 1, 2021

- COLA - 2% effective the full first pay period after July 1, 2022
- COLA - 2% effective the first full pay period after July 1, 2023
- Uniform Allowance Increase: sworn increased by $70 and non-sworn by $50
- Vacation Donation Policy: Employees can donate a minimum of four hours instead of eight hours
- Educational Assistance Increase: from $400 per year to $750 per year for a two year degree or $1,000 per year for a four year degree
- Court Standby/Call Outs: Revised wording to include in the event that an employee is "called out" to court, the minimum of 3 hours of overtime shall apply rather than the 2 hour minimum for "call out" pay
- POA Board Meeting: Allowing three elected DPOA officers to attend training subject to Department approval/staffing concerns
- K9 Take Home Car: Allowing the K9 officers to take home a vehicle if they live up to 50 miles from the City
- Residency Requirement: Removed

The City Council is being asked to adopt Resolution No. 2021-36 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 $410,464.

PUBLIC HEARING

None.

ATTACHMENTS:

A. Resolution No. 2021-36
Exhibit 'A' Dinuba Police Officers' Association Memorandum of Understanding

RESOLUTION No. 2021-36

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 herewithin 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 13th day of July 2021 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 POLICE OFFICERS' ASSOCIATION

INDEX

I. AGREEMENT

This Memorandum of Understanding, hereinafter referred to as the "Understanding" is made and entered into at Dinuba, California, this 1st 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, 2021 to June 30, 2024.

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.

<u>POLICIES AND PRACTICES</u>: 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 2021/2022 the employee monthly contribution is $72.65. 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).

Miscellaneous Classification	Retirement Program
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.

Safety Classification	Retirement Program
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 hours 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 hours 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 $750/fiscal year for a two year degree and $1,000/fiscal year for a four year degree, maximum reimbursement $1,000/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 1through 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

SALARY:

COLA – 3% and a lump sum $2,500.00 effective July 1, 2021
COLA – 2% effective the first full pay period after July 1, 2022.
COLA – 2% effective the first full pay period after July 1, 2023.

These wages are dependent on the continuation of the City receiving sales tax revenue for on-line sales. In the event that there is a change in legislation regarding the City's ability to collect its current rates of on-line sales tax revenue, these COLA amounts shall be discontinued and the parties will meet and confer regarding wages. This provision will sunset following expiration of the MOU in 2024.

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.

K9 OFFICER TAKE HOME VEHICLE: The K9 Officers will be allowed to take home a vehicle if they live up to 50 miles from the City of Dinuba.

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 three (3) elected DPOA Officers (President, VP, Secretary, Sergeant at Arms) subject to Department approval/staffing concerns 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 subpoenaed to court and placed on call on the employee's day off, shall be compensated a minimum of 3 hours of overtime for Standby. In the event that an employee is "called out" to court, the minimum of 3 hours of overtime shall apply rather than minimum for "call out" pay.

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 damage, 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.

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 $1,070/fiscal year Uniform Allowance and non-sworn shall be paid $750/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	For the Association
Karina Solis 7/9/2021	Marcos Nunez 7.9.21
Karina Solis Date	Marcos Nunez Date
7/9/2021	
Daniel James Date	
Maria Alaniz 7/9/2021	
Maria Alaniz Date	

City Council Staff Report

Department: FINANCE SERVICES | July 13, 2021

To: Mayor and City Council

From: Maria Alaniz, Human Resources Manager

Subject: Resolution No. 2021-35 Approving the Memorandum of Understanding with the Dinuba Employees' Association (MA)

RECOMMENDATION

Council adopt Resolution No. 2021-35 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, 2021 through June 30, 2024. The Association signed the new agreement on July 9, 2021. 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, 2021. 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 9, 2021. The MOU is for the term of three years effective July 1, 2021 to June 30, 2024. A full copy of the MOU is enclosed herein as Exhibit 'A', and the main provisions are summarized as follows:

- Three year term (July 1, 2021 through June 30, 2024)
- COLA - 3% and a lump sum $2,500.00 effective July 1, 2021

- COLA - 2% effective the first full pay period after July 1, 2022
- COLA - 2% effective the first full pay period after July 1, 2023

The City Council is being asked to adopt Resolution No. 2021-35 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 $259,494.

PUBLIC HEARING

None.

ATTACHMENTS:

A. Resolution No. 2021-35
Exhibit 'A' Dinuba Employees' Association Memorandum of Understanding

RESOLUTION No. 2021-35

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 13th day of July 2021 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

INDEX

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 1th 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, 2021 to June 30, 2024.

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 Union 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 Union 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.

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

<u>QUARTERLY MEETINGS</u>: 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.

<u>POLICIES AND PRACTICES</u>: 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 2021 to 2022 the employee monthly contribution is $72.65. 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 DISABITITY 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

FORFEITURE OF SICK LEAVE: (con't)

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 the 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 a 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

SALARY:

COLA – 3% and a lump sum $2,500.00 effective July 1, 2021
COLA – 2% effective the first full pay period after July 1, 2022.
COLA – 2% effective the first full pay period after July 1, 2023.

These wages are dependent on the continuation of the City receiving sales tax revenue for on-line sales. In the event that there is a change in legislation regarding the City's ability to collect its current rates of on-line sales tax revenue, these COLA amounts shall be discontinued and the parties will meet and confer regarding wages. This provision will sunset following expiration of the MOU in 2024.

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

Karina Solis 7/9/2021

Karina Solis Date

7/9/2021

Daniel James Date

Maria Alaniz 7/9/2021

Maria Alaniz Date

For the Association

7.9.21

Tim Gonzalez Date

7/09/2021

Silvia Münoz Date

City Council Staff Report

Department: FINANCE SERVICES July 13, 2021

To: Mayor and City Council

From: Maria Alaniz, Human Resources Manager

Subject: Resolution No. 2021-37 Approving the Benefit Guidelines for the Administrative, Professional, and Confidential Employees (MA)

RECOMMENDATION

Council to adopt Resolution No. 2021-37 approving the Benefit Guidelines for the Administrative, Professional and Confidential employee to comply with the CalPERS reporting requirements and to reflect current practices and regulatory federal and state laws.

EXECUTIVE SUMMARY

The City's Administrative, Professional, and Confidential Benefit Guidelines have been updated to meet the CalPERS reporting requirements and regulatory federal and state laws.

OUTSTANDING ISSUES

None.

DISCUSSION

On August 11, 2020, the Administrative, Professional, and Confidential Benefit Guidelines were last approved by the City Council. The Benefit Guidelines summarize the benefits offered to the employees of each group. It is necessary for the Benefit Guidelines to accurately reflect the employees benefits to meet the CalPERS reporting requirement.

The summary of changes are listed below by employee group:

Administrative Benefit Guidelines:

- COLA - 3% and a lump sum $2,500.00 effective July 1, 2021
- COLA - 2% effective the first full pay period after July 1, 2022

- COLA - 2% effective the first full pay period after July 1, 2023
- Tuition Reimbursement: Increased from $500 per year to $1,000 per year.

Professional Benefit Guidelines:
- COLA - 3% and lump sum $2,500.00 effective July 1, 2021
- COLA - 2% effective the first full pay period after July 1, 2022
- COLA - 2% effective the first full pay period after July 1, 2023
- Bilingual Pay: $70 per month for designated positions
- Tuition Reimbursement: Increased from $500 per year to $1,000 per year.

Confidential Benefit Guidelines:
- COLA - 3% and a lump sum $2,500.00 effective July 1, 2021
- COLA - 2% effective the first full pay period after July 1, 2022
- COLA - 2% effective the first full pay period after July 1, 2023

The City Council is being asked to adopt Resolution No. 2021-37 enclosed herein as Attachment 'A' approving Benefit Guidelines and authorize the City Mayor to execute the agreements.

FISCAL IMPACT

The annual cost of the agreements are approximately $184,198.

PUBLIC HEARING

None.

ATTACHMENTS:

A. Resolution No. 2021-37
Exhibit 'A' Administrative Benefit Guidelines
Exhibit 'B' Professional Benefit Guidelines
Exhibit 'C' Confidential Benefit Guidelines

RESOLUTION No. 2021-37

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA, APPROVING THE AMENDMENT OF THE BENEFIT GUIDELINES FOR ADMINISTRATIVE, PROFESSIONAL AND CONFIDENTIAL EMPLOYEES TO COMPLY WITH CALPERS REGULATIONS AND AUDIT FINDINGS

WHEREAS, the amending of the City's Benefit Guidelines for Administrative, Professional and Confidential employees, is necessary to comply with CalPERS reporting requirements and;

WHEREAS, it is intent of this Resolution to ratify these amendments to meet the qualifications of the City's public agency review and to meet all requirements of the Government Code and California Code of Regulations;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Dinuba, California, that the Benefit Guidelines for Administrative, Professional and Confidential employees as follows:

A. Exhibit "A" Administrative Benefit Guidelines
B. Exhibit "B" Professional Benefit Guidelines
C. Exhibit "C" Confidential Benefit Guidelines

THE FOREGOING RESOLUTION is approved and adopted by the City Council of the City of Dinuba this 13th day of July, 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Mayor

ATTEST:

____
City Clerk

Exhibit ‘A’

BENEFIT GUIDELINES

DINUBA CITY ADMINISTRATIVE EMPLOYEES

INDEX

INSURANCE

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

During the period 7/1/21 to 6/30/24 the City agrees to make sufficient contribution on a monthly basis towards health insurance costs to maintain the current benefit levels of the existing medical insurance coverage. Employees shall contribute $72.65 per month for medical/prescription insurance coverage. The contribution shall increase by the CPI (Consumer Price Index, All Urban Consumers, U.S. City Average, December to December). Employee contributions may be made on a pre-taxable basis.

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 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 a description of the current dental and vision insurance plan.

TERM 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 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.

STATE DISABILITY INSURANCE: This group 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.

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: Effective January 1, 2005, 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 and RX 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 discontinued city-paid contributions towards Retiree Health Insurance and the Medicare Supplement/RX 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 provisions under Forfeiture of Sick Leave (a).

RETIREMENT

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

Employee Classification	**Retirement Program**
Classic Miscellaneous	2% at 55 Plan
Classic Public Safety	2% at 50 Plan
New Miscellaneous	2% @ 62 Plan
New Public Safety	2% @ 57 Plan

Employee Contributions towards retirement:

Classic Miscellaneous:	
Employee Paid Member Contribution	6%
Classic Public Safety:	
Employee Paid Member Contribution	9%
Employee Cost Share of City's PERS Cost	.5%
New Miscellaneous:	
Employee Paid Member Contribution	6.25%
New Public Safety:	
Employee Paid Member Contribution	11.5%

Under Public Employees' Pension Act (PEPRA), for "new members" on or after January 1, 2013, will pay the full employee contribution, which will be one-half the normal rate 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 covering their classification.

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).

SICK LEAVE INCENTIVE: In addition to current accrual rates for Sick Leave, employees reaching the following anniversaries will also receive incentive hours credited to the sick leave accrual balance on July 1st of each year as follows:

Years of Service	Incentive Hours
5-9 years	16 hours
10-14 years	32 hours
15+ years	48 hours

The anniversary date must be reached in the fiscal year prior to July 1st.

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

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 and Administrative Employees' life insurance premiums (at City's rate) until retiree becomes entitled to Medicare or to be paid for up to 30 days of accumulated sick leave at employee's rate of pay at retirement and place the remainder in trust. 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) When separating because of disability, the termination date shall be the date of exhaustion of sick leave.

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 to vacation provided that:

a) Immediately upon return to duty, the employee submits to the City Manager 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 Personnel Officer/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 last full hour; time in more than one-half hour increments will be charged to the next hour.

MEDICAL CERTIFICATION: A physician's certificate will be required after being absent five work-days. A physician's certificate may be required regardless of length of absence at the request of the City Manager.

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

USAGE OF SICK LEAVE: (con't)

- 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).

VACATION LEAVE

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

1-2 years of service	3.08 hours biweekly	10 days/year
3-6 years of service	4.62 hours biweekly	15 days/year
7+ years of 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 City 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 City Manager so as to not interfere seriously with or impair departmental efficiency. Seniority will be considered should there be a conflict of dates within the City.

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 may not exceed an accumulated amount of 240 hours.

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 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 160 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 a maximum of two 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; forwarded to the payroll no later than two weeks before the start of the approved vacation leave.

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 City Manager approval. These holidays do not accumulate beyond a fiscal year and must be taken as actual time off.

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

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.

Administrative Leave: At the beginning of each fiscal year, administrative employees shall be granted eleven (11) days of administrative leave to be used when the employee's work schedule permits. Administrative employees must have prior approval of the City Manager. There will be no accumulation of administrative leave beyond the fiscal year in which it was granted and there shall be no pay off for administrative leave not taken should employee separate from City service. Employees entering City service after July 1st shall be granted administrative leave on a pro-rated basis.

Administrative Leave Cash-Out Provision: Exempt employees may cash-out up to three days (24 hours) of administrative leave in a fiscal year provided the following conditions are met:

a) At least 40 hours (5 days) of administrative leave shall be taken prior to or concurrent with requesting cash-out.

b) No more than 24 hours of administrative leave cash-out shall be taken per fiscal year.

c) Only one cash-out request shall be made per fiscal year.

d) Requests shall be submitted to the City Manager no later than March 15th.

e) Approved requests shall be forwarded to payroll no later than two weeks prior to the effective date of the cash-out.

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 the City Manager;
2) Requested leaves of less than 30 working-days may be approved in writing by the City Manager; requested leaves of 30 or more working-days must have City Manager's approval and in no case shall an 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.

RETURNING TO WORK AFTER LEAVE OF ABSENCE: Upon expiration of a regularly approved leave 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.

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) must be approved in writing by the City Manager or designee (City Manager requires approval of the City Council) 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 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.

SALARY

SALARY ADJUSTMENT:

COLA – 3% & and a lump sum $2,500.00 effective July 1, 2021

COLA – 2% effective the first full pay period after July 1, 2022.

COLA – 2% effective the first full pay period after July 1, 2023.

These wages are dependent on the continuation of the City receiving sales tax revenue for on-line sales. In the event that there is a change in legislation regarding the City's ability to collect its current rates of on-line sales tax revenue, these COLA amounts shall be discontinued.

(Cost of Living Adjustment based on Consumer Price Index, All Urban Consumers, U.S. City Average, December to December)

DEFERRED COMPENSATION: The City shall contribute the following amounts per pay period pay toward deferred compensation.

1-4 years of service	$108.15 per pay period
5-10 years of service	3.5% of base salary
11+ years of service	4.5% of base salary

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.

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.

COMMUNITY INVOLVEMENT: The City encourages administrative employees to become involved in local community affairs. The City will make a reasonable amount of time available for this type of involvement if in the opinion of the City Manager this involvement is beneficial to the City and the employee.

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 and at varies City departments.

SEVERANCE PAY: As stated in the individual employee's agreement.

UNIFORMS: Administrative employees who are public safety employees shall be reimbursed for uniform purchases in amounts not exceeding $700/year for Fire Chief and $1,000/year for Police Chief. To be eligible for this benefit employee must wear uniform 50% of the time.

VEHICLE ALLOWANCE/CITY VEHICLES: Unless stated otherwise in the individual employee's agreement, Administrative employees receive $121.46 per pay period for 26 pay periods. Administrative employees that are assigned a city-provided vehicle are not eligible for vehicle allowances.

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 designed city trainings and by receiving a city provided flu shot. Refer to the Safety Cash Value Reimbursement Policy.

Exhibit ‘B’

BENEFIT GUIDELINES

DINUBA CITY PROFESSIONAL EMPLOYEES

INDEX

INSURANCE

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

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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 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 a description of the current dental and vision insurance plan.

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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 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.

STATE DISABILITY INSURANCE: This group 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.

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).

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RETIREMENT

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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).

SICK LEAVE INCENTIVE: In addition to current accrual rates for Sick Leave, employees reaching the following anniversaries will also receive incentive hours credited to the sick leave accrual balance on July 1st of each year as follows:

Years of Service	Incentive Hours
5-9 years	16 hours
10-14 years	32 hours
15+ years	48 hours

The anniversary date must be reached in the fiscal year prior to July 1st.

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

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.

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

FORFEITURE OF SICK LEAVE: (con't)

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 or to be paid for up to 30 days of accumulated sick leave at employee's rate of pay at retirement and place the remainder in trust. 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) When separating because of disability, the termination date shall be the date of exhaustion of sick leave.

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 to vacation provided that:

a) Immediately upon return to duty, the employee submits to the City Manager 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 Personnel Officer/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 last full hour; time in more than one-half hour increments will be charged to the next hour.

MEDICAL CERTIFICATION: A physician's certificate will be required after being absent five work-days. A physician's certificate may be required regardless of length of absence at the request of the City Manager.

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).

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 of service	3.08 hours biweekly	10 days/year
6-10 years of service	4.62 hours biweekly	15 days/year
11-15 years of service	5.23 hours biweekly	17 days/year
16+ years of 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 City 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 City Manager so as to not interfere seriously with or impair departmental efficiency. Seniority will be considered should there be a conflict of dates within the City.

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 may not exceed an accumulated amount of 240 hours.

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 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 160 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 a maximum of two 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; forwarded to the payroll no later than two weeks before the start of the approved vacation leave.

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 Ma
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 City Manager approval. These holidays do not accumulate beyond a fiscal year and must be taken as actual time off.

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

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.

Administrative Leave: At the beginning of each fiscal year, administrative employees shall be granted nine (9) days of administrative leave to be used when the employee's work schedule permits and with prior approval of the City Manager. There will be no accumulation of administrative leave beyond the fiscal year in which it was granted and there shall be no pay off for administrative leave not taken should employee separate from City service. Employees entering City service after July 1st shall be granted administrative leave on a pro-rated basis.

Administrative Leave Cash-Out Provision: Exempt employees may cash-out up to three days (24 hours) of administrative leave in a fiscal year provided the following conditions are met:

a) At least 40 hours (5 days) of administrative leave shall be taken prior to or concurrent with requesting cash-out.

b) No more than 24 hours of administrative leave cash-out shall be taken per fiscal year.

c) Only one cash-out request shall be made per fiscal year.

d) Requests shall be submitted to the City Manager no later than March 15th.

e) Approved requests shall be forwarded to payroll no later than two weeks prior to the effective date of the cash-out.

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 the City Manager;
2) Requested leaves of less than 30 working-days may be approved in writing by the City Manager; requested leaves of 30 or more working-days must have City Manager's approval and in no case shall an 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.

RETURNING TO WORK AFTER LEAVE OF ABSENCE: Upon expiration of a regularly approved leave 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.

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) must be approved in writing by the City Manager or designee (City Manager requires approval of the City Council) 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 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.

SALARY

SALARY ADJUSTMENT:

COLA – 3% & and a lump sum $2,500.00 effective July 1, 2021

COLA – 2% effective the first full pay period after July 1, 2022.

COLA – 2% effective the first full pay period after July 1, 2023.

These wages are dependent on the continuation of the City receiving sales tax revenue for on-line sales. In the event that there is a change in legislation regarding the City's ability to collect its current rates of on-line sales tax revenue, these COLA amounts shall be discontinued.

(Cost of Living Adjustment based on Consumer Price Index, All Urban Consumers, U.S. City Average, December to December)

BILINGUAL PAY: The City will compensate designated non-probationary non-safety positions $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 December of each year and 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.

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. Human Resources will designate the positions that will be eligible for the bilingual pay with the approval of the Department Director.

DEFERRED COMPENSATION: The City shall contribute the following amounts per pay period pay toward deferred compensation.

1-4 years of service	$53.80 per pay period
5-10 years of service	3.5% of base salary
11+ years of service	4.5% of base salary

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.

INCENTIVES: The City shall pay incentives to non-probationary safety professional 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 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.

- 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.

- Police 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 the 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.

- Fire Certificate Incentive Pay (2% for Fire Instructor or Firefighter Investigator, 4% for State Fire Marshal Fire Control 3A Senior Instructor, not to exceed 4%) **CERTIFICATION REQUIREMENTS WILL BE USED.** The Fore Department shall certify to the 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.

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

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.

COMMUNITY INVOLVEMENT: The City encourages administrative employees to become involved in local community affairs. The City will make a reasonable amount of time available for this type of involvement if in the opinion of the City Manager this involvement is beneficial to the City and the employee.

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 and at varies City departments.

SEVERANCE PAY: As stated in the individual employee's agreement.

UNIFORMS: Professional employees who are public safety employees shall be reimbursed for uniform purchases in amounts not exceeding \$700/year for Battalion Fire Chief and \$1,000/year for Police Lieutenant. Said Uniform Allowance is for the maintenance and replacement of the uniform. The Allowance shall be paid twice a year, in July and January based on a fiscal year. 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 shall be deducted from employee's last paycheck.

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 designed city trainings and by receiving a city provided flu shot. Refer to the Safety Cash Value Reimbursement Policy.

Exhibit 'C'

BENEFIT GUIDELINES

DINUBA CITY CONFIDENTIAL EMPLOYEES

INDEX

INSURANCE

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

During the period 7/1/21 to 6/30/24 the City agrees to make sufficient contribution on a monthly basis towards health insurance costs to maintain the current benefit levels of the existing medical insurance coverage. Employees shall contribute $72.65 per month for medical/prescription insurance coverage. The contribution shall increase by the CPI (Consumer Price Index, All Urban Consumers, U.S. City Average, December to December). Employee contributions may be made on a pre-taxable basis.

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 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 a description of the current dental and vision insurance plans.

TERM 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 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.

STATE DISABILITY INSURANCE: This group 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 an administered by the State of California Employment Development.

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 SUPLLEMENT: Effective January 1, 2005, 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 and RX 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 discontinued city-paid contributions towards Retiree Health Insurance and the Medicare Supplement/RX 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 under Forfeiture of Sick Leave (a

RETIREMENT

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

Employee Classification	Retirement Program
Classic Miscellaneous	2% at 55 Plan
New Miscellaneous	2% @ 62 Plan

Employee Contributions towards retirement:

Classic Miscellaneous:

Employee Paid Member Contribution	6%

New Miscellaneous:

Employee Paid Member Contribution	6.25%

Under Public Employees' Pension Act (PEPRA), for "new members" on or after January 1, 2013, will pay the full employee contribution, which will be one-half the normal rate 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 covering their classification.

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 full-time and probationary 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.

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 1st. 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 1st.

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

Effective July 1, 2006, employees with more than 10 years of service with City of Dinuba will receive 16 additional hours to be added to their sick leave balances.

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 Personnel Officer/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: A physician's certificate will be required after being absent five work-days. A physician's certificate may be required regardless of length of absence at the request of the Department Director or City Manager.

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.

USAGE OF SICK LEAVE: (con't)

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).

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 of service	3.08 hours biweekly	10 days/year
6-10 years of service	4.62 hours biweekly	15 days/year
11-15 years of service	5.23 hours biweekly	17 days/year
16+ years of 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.

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 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 (five consecutive working days) per one week vacation cash-out, up to a maximum of two weeks per year;

c) Requests for vacation cash-out shall be approved by the employee's Department Director no later than two weeks before the start of the vacation leave; forwarded to the Financial Services Manager no later than two weeks before the start of the approved vacation leave.

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 1st and used before June 30th 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 1st shall receive credit for floating holidays on a pro-rated basis.

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.

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 an 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, except when taken under the Family Leave Policy.

RETURNING TO WORK AFTER LEAVE OF ABSENCE: Upon expiration of a regularly approved leave 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.

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) employee 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.

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-hour increment 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.

SALARY

SALARY ADJUSTMENT:

COLA – 3% & and a lump sum $2,500.00 effective July 1, 2021

COLA – 2% effective the first full pay period after July 1, 2022.

COLA – 2% effective the first full pay period after July 1, 2023.

These wages are dependent on the continuation of the City receiving sales tax revenue for on-line sales. In the event that there is a change in legislation regarding the City's ability to collect its current rates of on-line sales tax revenue, these COLA amounts shall be discontinued.

(Cost of Living Adjustment based on Consumer Price Index, All Urban Consumers, U.S. City Average, December to December.)

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

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

RETENTION INCENTIVE: With the 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 City's payment will be no more than the cost of the $1,000.00 (per employee) non-personable amount.

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.

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 and at varies City departments.

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 designed city trainings and by receiving a city provided flu shot. Refer to the Safety Cash Value Reimbursement Policy.

City Council Staff Report

Department: FINANCE SERVICES July 13, 2021

To: Mayor and City Council

From: Maria Alaniz, Human Resources Manager

Subject: Resolution No. 2021-38 Approving the Side Letter of Agreement Amending the 2019-2024 Memorandum of Understanding Between the City of Dinuba and Dinuba Firefighters' Association (MA)

RECOMMENDATION

Council to adopt Resolution No. 2021-38 approving the Side Letter of Agreement amending the 2019 - 2024 Memorandum of Understanding between the City of Dinuba and Dinuba Firefighters' Association.

EXECUTIVE SUMMARY

The Side Letter of Agreement between the City of Dinuba Firefighters' Association meets the requirement to identify the changes to the current Memorandum of Understanding. The Side Letter of Agreement is presented to the City Council for formal approval.

OUTSTANDING ISSUES

None.

DISCUSSION

The Firefighters' Association signed the Memorandum of Understanding on December 12, 2019. On January 14, 2020, the Dinuba Firefighters' Association Memorandum of Understanding was approved by the City Council for the term of July 1, 2021 - June 30, 2024.

On July 7, 2021, the Dinuba Firefighters' Association approved the Side Letter of Agreement which adds the following:

- COLA - 3% and a lump sum $2,500.00 effective July 1, 2021
- COLA - 2% effective the first full pay period after July 1, 2022
- COLA - 2% effective the first full pay period after July 1, 2023

The City Council is being asked to adopt Resolution No. 2021-38 enclosed hereon as Attachment 'A' approving the Side Letter of Agreement and authorizing the City Mayor to execute the agreement.

FISCAL IMPACT

The cost of the Side Letter of Agreement is approximately $219,542.

PUBLIC HEARING

None.

ATTACHMENTS:

A. Resolution No. 2021-38

RESOLUTION No. 2021-38

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA, APPROVING A SIDE LETTER OF AGREEMENT AMENDING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DINUBA AND DINUBA CITY FIREFIGHTERS' ASSOCIATION

WHEREAS, the amending of the Dinuba Firefighters' Association Memorandum of Understanding between the City of Dinuba and Dinuba Firefighters' Association and;

WHEREAS, it is intent of this Resolution to ratify this amendment to meet the requirement of the City to recognize the amendment to the Memorandum of Understanding for the term of July 1, 2019 – June 30, 2024;

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

A. Exhibit 'A' Side Letter of Agreement between the City of Dinuba and the Dinuba City Firefighters' Association

THE FOREGOING RESOLUTION is approved and adopted by the City Council of the City of Dinuba this 13th day of July 2021 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Mayor

ATTEST:

____
City Clerk

Exhibit 'A'

SIDE LETTER OF AGREEMENT AMENDING
THE 2019-2024 MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF DINUBA AND THE
DINUBA FIREFIGHTERS' ASSOCIATION

On December 12, 2019, the City of Dinuba and the Dinuba Firefighters' Association executed a Memorandum of Understanding (MOU) for the period of July 1, 2019 through June 30, 2024; and

As part of this Side Letter, the Parties have agreed that the remaining terms of the agreement shall remain in full force and effect except as set forth in this Side Letter.

The City of Dinuba and the Dinuba Firefighters' Association agree as follows:

Section: SALARY, should be modified to include language as follows:

1. SALARY:

COLA – 3% & and a lump sum $2,500.00 effective July 1, 2021
COLA – 2% effective the first full pay period after July 1, 2022
COLA – 2% effective the first full pay period after July 1, 2023

These wages are dependent on the continuation of the City receiving sales tax revenue for on-line sales. In the event that there is a change in legislation regarding the City's ability to collect its current rates of on-line sales tax revenue, these COLA amounts shall be discontinued and the parties will meet and confer regarding wages. This provision will sunset following expiration of the MOU in 2024.

This Side Letter of Agreement is enacted on this 7 day of July 2021.

Dinuba Firefighters' Association

City of Dinuba

City Council Staff Report

Department: CITY MANAGER'S OFFICE July 13, 2021

To: Mayor and City Council

From: Linda Barkley, City Clerk

Subject: City Council Meeting Minutes (LB)

RECOMMENDATION

Council to review and approve City Council meeting minutes of June 22, 2021 as presented.

EXECUTIVE SUMMARY

None.

OUTSTANDING ISSUES

None.

DISCUSSION

None.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.

ATTACHMENTS:

City Council Meeting Minutes June 22, 2021

CITY COUNCIL
REGULAR MEETING AGENDA

June 22, 2021
MINUTES

COUNCIL MEMBERS PRESENT:

Nerio-Guerrero, Reynosa, Thusu, Launer

COUNCIL MEMBERS ABSENT:

Longoria

STAFF MEMBERS PRESENT:

Alaniz, Hernandez, Hurtado, James, Patlan, Popovich, Solis, Watts, Webster, Yanez

1. OPENING CEREMONIES - 6:30 pm

1.1. Welcome and Call to Order

Mayor Launer called the meeting to order at 6:32 p.m.

1.2. Invocation

The invocation was led by Chaplain Garcia.

1.3. Pledge of Allegiance

The pledge of allegiance was led by Fire Chief Webster.

2. AGENDA CHANGES OR DELETIONS

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

None.

3. REQUEST TO ADDRESS COUNCIL

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

None.

4. NEW EMPLOYEES AND PROMOTIONS

4.1. Ruben Hernandez, Reserve Police Officer (DP)

4.2. Mariano Sanchez Ramirez, Reserve Police Officer (DP)

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

Proclamation No. 2021-03 National Parks and Recreation Month, July 2021 (LB)

RECOMMENDATION

Council to approve a proclamation recognizing July as National Parks & Recreation Month.

5.2. SUBJECT

Appointment of the 2020 Census Advisory Committee (LB)

RECOMMENDATION

Council to appoint a Citizens Advisory Committee for the 2020 Census redistricting process.

5.3. SUBJECT

City Council Meeting Minutes (LB)

RECOMMENDATION

Council to review and approve City Council meeting minutes of June 8, 2021 as presented.

5.4. SUBJECT

Resolution No. 2021-33 Authorization to Execute a Memorandum of Understanding between the City of Dinuba and the Tulare County Regional Transit Agency (IH)

RECOMMENDATION

Council adopt Resolution No. 2021-33 approving a Memorandum of Understanding (MOU) between the City of Dinuba and the Tulare County Transit Agency (TCRTA) and authorizing the Mayor to execute the document on the City's behalf.

A motion was made by Council Member Thusu, second by Vice Mayor Reynosa, to approve the Consent Calendar as presented.

Ayes: Launer, Nerio-Guerrero, Reynosa, Thusu
Absent: Longoria

6. WARRANT REGISTER

6.1. SUBJECT

Warrant Register June 11 & 18, 2021 (LB)

RECOMMENDATION

Council to review and approve the warrant register as presented.

A motion was made by Vice Mayor Reynosa, second by Council Member Thusu, to approve the Warrant Register as presented.

Ayes: Launer, Nerio-Guerrero, Reynosa, Thusu
Absent: Longoria

7. DEPARTMENT REPORTS

7.1. SUBJECT

Award Professional Services Agreement to RRM Design Group for Focused General Plan Update (IH)

RECOMMENDATION

Council award a professional services agreement with RRM Design Group for a Focused General Plan Update in the amount of $310,000 and authorize the City Manager or designee to execute the agreement.

A motion was made by Council Member Thusu, second by Vice Mayor Reynosa, to award a Professional Services contract to RRM Design Group for a focused General Plan Update in the amount of $310,000 and authorize the City Manager or designee to execute the agreement.

Ayes: Launer, Nerio-Guerrero, Reynosa, Thusu
Absent: Longoria

8. MAYOR/COUNCIL REPORTS

Council Member Thusu reported he will attend Transit and Tulare County EDC meetings.

Council Member Reynosa attended the opening day at the Senior Center where attendance was light but there were more people on Friday. Still not many seniors eating in-house but many are picking up their meals. She said she's not sure if there are still Covid concerns. She commended parks and public works for work done after the recent storm. She noted that fire and police always work hard.

Council Member Nerio-Guerrero said she attended the torch run recently hosted by the police association.

Mayor Launer said Cece Bobst did a wonderful job for the returning seniors at the senior center. She commended staff on cleaning up citywide landscape.

9. CITY MANAGER COMMUNICATIONS

None.

10. CITY STAFF COMMUNICATIONS

Chief Popovich acknowledged the two officers sworn in this evening as part of the budget renewing canine program.

Chief Webster going through the recruitment process with two conditional internal promotions. Next Tuesday 5 interviews are scheduled for paramedic positions. We are focused on getting staffing back up.

Director Hurtado reported that baseball season wraps up tonight and staff is gearing up for the soccer season. The fireworks show will feature 13 food vendors and Three Finger Jack's restaurant will be open during the event.

Director Hernandez reported the north Alta project is going well. The pocket park is deep to provide for the storm chambers underneath. The Griggs Avenue residents have been excited about the project.

Attorney Yanez reported he has been busy reviewing contracts and tying up loose ends for various city projects.

11. CLOSED SESSION

11.1. Conference with Labor Negotiators (KS)

Pursuant to GC Subdivision 54957.6; Agency designated representatives: Maria Alaniz; Karina Solis; Luis Patlan; Daniel James
Employee Organizations: City Employees Association; Police Association; Fire Association; and Unrepresented Employees

No action was reported.

12. ADJOURNMENT

Mayor Launer adjourned the meeting at 7:40 p.m.

CITY OF DINUBA
Together, A Better Community
CALIFORNIA • 1906

City Council Staff Report

Department: FINANCE SERVICES | July 13, 2021

To: Mayor and City Council

From: Maria Alaniz, Human Resources Manager

Subject: Resoluton No. 2021-39 Approving Fiscal Year 2021-22 Salary Schedule (MA)

RECOMMENDATION

Council to adopt Resolution No. 2021-39 Approving the Fiscal Year 2021-22 Salary Schedule for compliance with the Public Employees' Retirement Law.

EXECUTIVE SUMMARY

The Public Employees' Retirement Law (PERL) requires that the City Council approve and adopt the salary schedule for all employees on an annual basis.

OUTSTANDING ISSUES

None.

DISCUSSION

The City Council is required to annually adopt the salary schedule for all employees in order for the Public Employees' Retirement System (CalPERS) to approve the pay rate as reportable compensation. The salary schedule for FY 2021-22 is enclosed as Attachment 'A'.

FISCAL IMPACT

None.

PUBLIC HEARING

None.

ATTACHMENTS:

RESOLUTION NO. 2021 - 39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA, CALIFORNIA, APPROVING FISCAL YEAR 2021-22 SALARY SCHEDULE

WHEREAS, Public Employees' Retirement Law (PERL) Government Code Section 20636 requires all California Public Employees' Retirement System (CalPERS) employers list their pay rates pursuant to publicly available salary schedules;

WHEREAS, California Code of Regulations (CCR) Section 570.5 outlines the required elements necessary to meet the definition for a publicly available pay schedule as follows:

1) Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meeting laws;

2) Identifies the position title for every employee position;

3) Shows the pay rate for each identified position, which may be stated as a single amount or as multiple amounts within a range;

4) Indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;

5) Is posted at the office of the employer or immediately accessible and available for public review form the employer during normal business hours or posted on the employer's internet website;

6) Indicates an effective date and date of any revisions;

7) Is retained by the employer and available for public inspection for not less than five years; and

8) Does not reference another document in lieu of disclosing the pay rate.

NOW, THEREFORE, be it resolved by the City Council of the City of Dinuba, State of California, does hereby adopt Resolution No. 2021-39 approving Fiscal Year 2021-22 Salary Schedule, as follows:

A. Exhibit "A" FY 2021-22 Position and Salary Ranges

THE FOREGOING RESOLUTION is approved and adopted by the City Council of the City of Dinuba this 13th day of July, 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Mayor

ATTEST:

City Clerk

Attachment 'A'

City of Dinuba

FY 2021/2022 Positions & Salary Ranges
*Effective 7/1/21 - 6/30/22

		Monthly Range Steps					
Title	Salary Range	A	B	C	D	E	Group
Accountant I	135	4,803	5,042	5,295	5,561	5,838	Professional
Accountant II	140	5,047	5,299	5,566	5,843	6,136	Professional
Accounting Technician I	97	3,435	3,611	3,789	3,980	4,177	Classified
Accounting Technician I *(Y-Rated Range)*	97Y	3,467	3,649	3,843	4,044	4,257	Classified
Accounting Technician II	102	3,612	3,793	3,983	4,181	4,389	Confidential
Administrative Assistant I	110	3,912	4,105	4,311	4,526	4,753	Classified
Administrative Assistant II	115	4,108	4,316	4,531	4,760	4,997	Classified
Adminsitrative Services Director	196	8,812	9,253	9,717	10,201	10,712	Administrative
Administrative Technician	100	3,538	3,716	3,905	4,098	4,302	Classified
Assistant City Manager	185	7,901	8,292	8,708	9,145	9,601	Administrative
Associate Engineer	160	6,162	6,469	6,791	7,131	7,486	Professional
Billing Clerk	90	3,205	3,366	3,531	3,709	3,897	Classified
Billing/Collections Supervisor	140	5,047	5,299	5,566	5,843	6,136	Professional
Building Inspector/Code Enforcement Officer	115	4,108	4,316	4,531	4,760	4,997	Classified
Building Official	164	6,412	6,731	7,067	7,420	7,791	Professional
Building Official/Senior Building Inspector	156	5,919	6,214	6,526	6,852	7,195	Professional
Business Manager	160	6,162	6,469	6,791	7,131	7,486	Professional
Cashier/Customer Service Rep.	83	2,990	3,139	3,297	3,461	3,633	Classified
City Clerk	181	7,592	7,970	8,370	8,788	9,228	Administrative
City Engineer	223	11,528	12,104	12,711	13,347	14,016	Administrative
City Manager	228	12,581	13,187	13,823	14,492	15,184	Administrative
Code Enforcement Officer	115	4,108	4,316	4,531	4,760	4,997	Classified
Community Service Officer	86	3,080	3,233	3,394	3,565	3,746	Classified
Deputy City Clerk	120	4,139	4,344	4,560	4,787	5,030	Professional
Dispatcher	92	3,468	3,642	3,824	4,018	4,217	Police
Engineer/Paramedic	159	6,416	6,737	7,073	7,427	7,798	Fire
Events Coordinator	107	3,796	3,987	4,186	4,394	4,616	Classified
Evidence Technician	85	3,049	3,201	3,361	3,529	3,706	Classified
Finance/Budget Services Manager	175	7,152	7,507	7,883	8,278	8,693	Professional
Fire Battalion Chief	185	7,901	8,292	8,708	9,145	9,601	Professional
Fire Captain	172	7,302	7,667	8,050	8,453	8,875	Fire
Fire Chief	196	8,812	9,253	9,717	10,201	10,712	Administrative
Fire Inspector	115	4,108	4,316	4,531	4,760	4,997	Classified
Firefighter I/EMT-B	138	5,206	5,466	5,740	6,027	6,328	Fire
Firefighter I/Paramedic	153	6,044	6,346	6,664	6,997	7,347	Fire
Fiscal Analyst I	130	4,571	4,798	5,039	5,290	5,555	Professional
Fiscal Analyst II	140	5,047	5,299	5,566	5,843	6,136	Professional
Grounds Maintenance Worker I	88	3,143	3,299	3,465	3,637	3,817	Classified
Grounds Maintenance Worker II	100	3,538	3,716	3,905	4,098	4,302	Classified
Grounds Maintenance Worker III	113	4,032	4,231	4,443	4,664	4,897	Classified
Human Resources Analyst I	130	4,571	4,798	5,039	5,290	5,555	Professional
Human Resources Manager	174	7,081	7,434	7,805	8,197	8,606	Professional
Human Resources Technician I	104	3,683	3,867	4,061	4,267	4,479	Confidential
Human Resources Technician II	114	4,070	4,274	4,486	4,711	4,947	Confidential
Information Technology/Records Manager	160	6,162	6,469	6,791	7,131	7,486	Professional
Lieutenant	185	7,901	8,292	8,708	9,145	9,601	Professional
Maintenance Worker I	98	3,470	3,645	3,824	4,018	4,219	Classified
Management Analyst	150	5,576	5,855	6,146	6,453	6,779	Professional
Mechanic I	110	3,912	4,105	4,311	4,526	4,753	Classified
Mechanic II	120	4,323	4,534	4,763	5,001	5,250	Classified
Mechanic Helper	100	3,538	3,716	3,905	4,098	4,302	Classified
Meter Reader	88	3,143	3,299	3,465	3,637	3,817	Classified
Paramedic	90	3,205	3,366	3,531	3,709	3,897	Classified
Parks & Community Services Director	190	8,303	8,715	9,152	9,610	10,093	Administrative
Parks Supervisor	125	4,538	4,768	5,006	5,254	5,519	Classified
Payroll Technician II	102	3,612	3,793	3,983	4,181	4,389	Confidential
Permit Technician	100	3,538	3,716	3,905	4,098	4,302	Classified
Planner I	125	4,347	4,566	4,794	5,034	5,285	Professional
Planner II	135	4,803	5,042	5,295	5,561	5,838	Professional
Planning Technician	100	3,538	3,716	3,905	4,098	4,302	Classified
Police Chief	196	8,812	9,253	9,717	10,201	10,712	Administrative
Police Officer	148	5,944	6,238	6,552	6,878	7,221	Police
Public Improvements Officer	126	4,585	4,815	5,056	5,309	5,574	Classified
Public Works Director	190	8,303	8,715	9,152	9,610	10,093	Administrative
Public Works Superintendent	160	6,162	6,469	6,791	7,131	7,486	Professional
Public Works Supervisor	145	5,306	5,571	5,848	6,141	6,448	Professional
Records Technician	100	3,538	3,716	3,905	4,098	4,302	Classified
Recreation Coordinator	107	3,796	3,987	4,186	4,394	4,616	Classified
Recreation Supervisor	125	4,347	4,566	4,794	5,034	5,285	Professional

Senior Accountant	145	5,306	5,571	5,848	6,141	6,448	Professional
Senior Accounting Technican	107	3,796	3,987	4,186	4,394	4,616	Classified
Senior Center Coordinator	107	3,796	3,987	4,186	4,394	4,616	Classified
Senior Center Supervisor	115	4,108	4,316	4,531	4,760	4,997	Classified
Senior Fiscal Analyst	150	5,576	5,855	6,146	6,453	6,779	Professional
Senior Planner	150	5,576	5,855	6,146	6,453	6,779	Professional
Senior Wastewater Treatment Plant Operator	108	3,834	4,028	4,228	4,439	4,659	Classified
Sergeant	168	7,249	7,611	7,989	8,391	8,811	Police
Sports Coordinator	107	3,796	3,987	4,186	4,394	4,616	Classified
Sportsplex Coordinator	107	3,796	3,987	4,186	4,394	4,616	Classified
Streets & Traffic Safety Supervisor	125	4,538	4,768	5,006	5,254	5,519	Classified
Utility Worker I	88	3,143	3,299	3,465	3,637	3,817	Classified
Utility Worker II	103	3,647	3,827	4,023	4,222	4,432	Classified
Utility Worker III	113	4,032	4,231	4,443	4,664	4,897	Classified
Wastewater Treatment Plant Operator I	98	3,470	3,645	3,824	4,018	4,219	Classified
Wastewater Treatment Plant Operator II	103	3,647	3,827	4,023	4,222	4,432	Classified
Wastewater Treatment Plant Operator Trainee	88	3,143	3,299	3,465	3,637	3,817	Classified
Wastewater Treatment Plant Superintendent	159	6,096	6,403	6,724	7,060	7,413	Professional
Wastewater Treatment Plant Supervisor	150	5,576	5,855	6,146	6,453	6,779	Professional
Water Quality Technician	105	3,721	3,909	4,101	4,307	4,522	Classified
Water System Specialist III	113	4,032	4,231	4,443	4,664	4,897	Classified
Water Systems Supervisor	125	4,538	4,768	5,006	5,254	5,519	Classified

**Revised 7/13/21*

City of Dinuba

FY 2021/2022 Regular Part-time Positions & Salary Ranges
*Effective 7/1/21 - 6/30/22

		Hourly Range Steps					
Title	Salary Range	A	B	C	D	E	F
Accounting Technician I	97A-10%	17.84	19.82	20.83	21.86	22.96	24.10
Animal Control Officer	112A-20%	18.42	20.72	21.84	22.84	23.98	25.19
Assistant Recreation Leader	External survey	14.42	15.66	16.34	17.05	17.80	18.58
Billing Clerk	90A-10%	16.66	18.49	19.42	20.37	21.40	22.48
Clerical Assistant I	90A-30%	14.42	16.27	17.01	17.78	18.59	19.47
Code Enforcement Officer	115A-10%	21.33	23.70	24.90	26.14	27.46	28.83
Custodian I	88A-10%	16.32	18.13	19.03	19.99	20.98	22.02
Custodian II	93A-10%	17.15	19.06	20.01	21.01	22.04	23.15
Grounds Maintenance Worker I	88A-10%	16.32	18.13	19.03	19.99	20.98	22.02
Landscape Technician	121A-20%	20.14	22.66	23.79	24.98	26.23	27.54
Maintenance Worker Assistant	88A-10%	16.32	18.13	19.03	19.99	20.98	22.02
Maintenance Worker I	98A-10%	18.03	20.02	21.03	22.06	23.18	24.34
Meter Reader	88A-10%	16.32	18.13	19.03	19.99	20.98	22.02
Recreation Coordinator	127A-30%	18.69	21.37	22.45	23.57	24.75	25.99
Recreation Leader	External survey	16.84	18.31	19.12	19.90	20.85	21.78
Utility Worker I	88A-10%	16.32	18.13	19.03	19.99	20.98	22.02

Revised 7/13/21

City of Dinuba

FY 2021/2022 Temporary Positions & Salary Ranges
*Effective 7/1/21- 6/30/22

Title	Salary Range	Hourly Range Steps A	B	C	D	E	F
Clerical Assistant I		14.00	14.50	15.00	15.50	16.00	
Code Enforcement Officer		21.33	23.70	24.90	26.14	27.46	
Grounds Maintenance Worker I		15.84	17.60	18.48	19.41	20.37	
Lifeguard/Swim Instructor		14.00	14.50	15.00	15.50	16.00	
Maintenance Worker Asst.		15.84	17.60	18.48	19.41	20.37	
Paid Call Firefighter		14.00	14.50	15.00	15.50	16.00	
Pool Supervisor		15.50	16.00	16.50	17.00	17.50	
Site Supervisor		15.00	15.50	16.00	16.50	17.00	
Sports Official		14.00	14.50	15.00	15.50	16.00	
Reserves - Dispatchers		15.72	16.44	17.19	17.98	18.82	
Reserves - Police Officers		14.00	24.38	25.67	27.03	28.46	29.96
Sports Official/Scorekeeper		14.00	14.50	15.00	15.50	16.00	

Revised 7/13/21

City Council Staff Report

Department: CITY MANAGER'S OFFICE | July 13, 2021

To: Mayor and City Council

From: Karina Solis, Administrative Services Director

By: Linda Barkley, City Clerk

Subject: Warrant Register June 25 & 30; July 9, 2021 (KS)

RECOMMENDATION

Council to review and approve the warrant register as presented.

EXECUTIVE SUMMARY

None.

OUTSTANDING ISSUES

None.

DISCUSSION

None.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.

ATTACHMENTS:

WR 06.25.2021
WR 06.30.2021
WR 07.09.2021

Accounts Payable Invoice Report

Payment Date Range 06/21/21 - 06/25/21
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor **385 - 4 Creeks, Inc.**									
22273	4Creeks 2021 RAISE Grant	Paid by Check #31448		06/11/2021	06/25/2021	06/25/2021		06/25/2021	1,481.50
22316	4CReeks Kamm and Alta Design	Paid by Check #31448		06/14/2021	06/25/2021	06/25/2021		06/25/2021	20,505.21
		Vendor **385 - 4 Creeks, Inc.** Totals				Invoices	2		$21,986.71
Vendor **367 - A-1 Auto Electric**									
128921	REPAIR PART FOR U 14	Paid by Check #31449		06/21/2021	06/25/2021	06/25/2021		06/25/2021	250.50
		Vendor **367 - A-1 Auto Electric** Totals				Invoices	1		$250.50
Vendor **548 - Adamson Police Products**									
INV354370	PD - Range/Armory Supplies	Paid by Check #31450		05/26/2021	06/25/2021	06/25/2021		06/25/2021	1,062.22
INV355265	PD - (9) P365XL Romeos / (2) Holsters	Paid by Check #31450		06/09/2021	06/25/2021	06/25/2021		06/25/2021	5,366.07
		Vendor **548 - Adamson Police Products** Totals				Invoices	2		$6,428.29
Vendor **263 - Advantek Benefit Administrators**									
6/14/21	Miscellaneous	Paid by Check #31451		06/14/2021	06/25/2021	06/25/2021		06/25/2021	7,589.91
6/18/21	Miscellaneous	Paid by Check #31451		06/18/2021	06/25/2021	06/25/2021		06/25/2021	17,925.49
		Vendor **263 - Advantek Benefit Administrators** Totals				Invoices	2		$25,515.40
Vendor **372 - Aecom USA, Inc.**									
2000486303	AECOM Euclid Saginaw Basin	Paid by Check #31452		04/21/2021	06/25/2021	06/25/2021		06/25/2021	3,235.00
		Vendor **372 - Aecom USA, Inc.** Totals				Invoices	1		$3,235.00
Vendor **119 - American Backflow Specialties**									
INV56316	BACKFLOW SUPPLIES	Paid by Check #31453		06/03/2021	06/25/2021	06/25/2021		06/25/2021	422.16
		Vendor **119 - American Backflow Specialties** Totals				Invoices	1		$422.16
Vendor **351 - Anthem Blue Cross**									
102306944I	Roberts 102A78783 FY 21/22	Paid by Check #31454		06/06/2021	06/25/2021	06/25/2021		06/25/2021	79.90
102311674I	Ramirez 010W01865 FY 21/22	Paid by Check #31455		06/06/2021	06/25/2021	06/25/2021		06/25/2021	79.90
000195303234	Tyler 141A75193 FY 21/22	Paid by Check #31456		06/07/2021	06/25/2021	06/25/2021		06/25/2021	228.38
000195384359	Hartley 925M97595 FY 21/22	Paid by Check #31457		06/07/2021	06/25/2021	06/25/2021		06/25/2021	222.72
000195403740	Ramirez 992W01856 FY 21/22	Paid by Check #31458		06/07/2021	06/25/2021	06/25/2021		06/25/2021	179.95
		Vendor **351 - Anthem Blue Cross** Totals				Invoices	5		$790.85
Vendor **21 - Aramark Uniform Services Inc.**									
503000313408	Fy 20/21-Parks-Uniform services for week of 6/16/21	Paid by Check #31459		06/16/2021	06/25/2021	06/25/2021	06/21/2021	06/25/2021	29.36
		Vendor **21 - Aramark Uniform Services Inc.** Totals				Invoices	1		$29.36
Vendor **17 - AT&T**									
23845182146/21	Telephone	Paid by Check #31474		06/07/2021	06/25/2021	06/25/2021		06/25/2021	67.70
93910544766/21	Telephone	Paid by Check #31469		06/10/2021	06/25/2021	06/25/2021		06/25/2021	23.67
93910544616/21	Telephone	Paid by Check #31472		06/11/2021	06/25/2021	06/25/2021		06/25/2021	23.67

Accounts Payable Invoice Report

Payment Date Range 06/21/21 - 06/25/21
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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
93910544666/21	Telephone	Paid by Check #31473		06/11/2021	06/25/2021	06/25/2021		06/25/2021	23.73
93910544676/21	Telephone	Paid by Check #31470		06/11/2021	06/25/2021	06/25/2021		06/25/2021	45.65
93910547566/21	Telephone	Paid by Check #31471		06/11/2021	06/25/2021	06/25/2021		06/25/2021	383.36
93910547446/21	Parks	Paid by Check #31460		06/11/2021	06/25/2021	06/25/2021		06/25/2021	295.04
93910544696/21	PD - 05/11/2021 - 06/10/2021 Billing Charges	Paid by Check #31468		06/11/2021	06/25/2021	06/25/2021		06/25/2021	22.01
93910547406/21	PD - 05/11/2021 - 06/10/2021 Billing Charges	Paid by Check #31467		06/11/2021	06/25/2021	06/25/2021		06/25/2021	269.27
93910372776/21	PW	Paid by Check #31461		06/10/2021	06/25/2021	06/25/2021		06/25/2021	26.20
93910544726/21	PW	Paid by Check #31462		06/10/2021	06/25/2021	06/25/2021		06/25/2021	45.65
93910544746/21	PW	Paid by Check #31463		06/10/2021	06/25/2021	06/25/2021		06/25/2021	45.65
93910544776/21	PW	Paid by Check #31464		06/10/2021	06/25/2021	06/25/2021		06/25/2021	23.67
93910544786/21	PW	Paid by Check #31465		06/10/2021	06/25/2021	06/25/2021		06/25/2021	23.67
93910547416/21	PW	Paid by Check #31466		06/11/2021	06/25/2021	06/25/2021		06/25/2021	272.11
		Vendor **17 - AT&T** Totals				Invoices	15		$1,591.05
Vendor **1044 - AutoZone, Inc.**									
2833348282	REPAIR PART FOR PD 04	Paid by Check #31475		06/04/2021	06/25/2021	06/25/2021		06/25/2021	555.51
		Vendor **1044 - AutoZone, Inc.** Totals				Invoices	1		$555.51
Vendor **65 - Banner Pest Control**									
200895	PD - Removal of Pigeons Downtown	Paid by Check #31476		06/03/2021	06/25/2021	06/25/2021		06/25/2021	75.00
200896	PD - Removal of Pigeons Downtown	Paid by Check #31476		06/15/2021	06/25/2021	06/25/2021		06/25/2021	75.00
		Vendor **65 - Banner Pest Control** Totals				Invoices	2		$150.00
Vendor **40 - Richard Leroy Barkley**									
10878	PD - C-Train Electrical Service	Paid by Check #31477		06/09/2021	06/25/2021	06/25/2021		06/25/2021	3,100.00
		Vendor **40 - Richard Leroy Barkley** Totals				Invoices	1		$3,100.00
Vendor **822 - Boundtree Medical LLC**									
84097389	Supplies	Paid by Check #31478		06/16/2021	06/25/2021	06/25/2021		06/25/2021	329.50
		Vendor **822 - Boundtree Medical LLC** Totals				Invoices	1		$329.50
Vendor **116 - BSK Analytical Laboratories**									
AE12928	PROFESSIONAL SERVICE	Paid by Check #31479		06/16/2021	06/25/2021	06/25/2021		06/25/2021	13.50
AE12938	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #31479		06/16/2021	06/25/2021	06/25/2021		06/25/2021	152.00
AE13170	WA	Paid by Check #31479		06/18/2021	06/25/2021	06/25/2021		06/25/2021	152.00
		Vendor **116 - BSK Analytical Laboratories** Totals				Invoices	3		$317.50
Vendor **305 - Cartozian Air Conditioning and Heating Inc.**									
17428	AC REPAIR AT PW	Paid by Check #31480		06/02/2021	06/25/2021	06/25/2021		06/25/2021	209.78

Accounts Payable Invoice Report

Payment Date Range 06/21/21 - 06/25/21
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 **305 - Cartozian Air Conditioning and Heating Inc.** Totals				Invoices	1		$209.78
Vendor **333 - Cintas Corporation No. 2**									
4086757736	PD - Janitorial Service	Paid by Check #31481		06/09/2021	06/25/2021	06/25/2021		06/25/2021	46.58
		Vendor **333 - Cintas Corporation No. 2** Totals				Invoices	1		$46.58
Vendor **8 - City of Dinuba**									
PttyCsh 6/14/21	Petty Cash- Jho	Paid by Check #31482		06/14/2021	06/25/2021	06/25/2021		06/25/2021	417.84
Petty Cash 6/21	Petty Cash 6/21 FD	Paid by Check #31483		06/18/2021	06/25/2021	06/25/2021		06/25/2021	116.85
PD06212021	PD - Petty Cash Reimbursement	Paid by Check #31484		06/21/2021	06/25/2021	06/25/2021		06/25/2021	295.64
61821 PETTY CASH	PETTY CASH FOR PW	Paid by Check #31485		06/18/2021	06/25/2021	06/25/2021		06/25/2021	261.50
		Vendor **8 - City of Dinuba** Totals				Invoices	4		$1,091.83
Vendor **239 - City of Fresno**									
6664	PD - PSP Training - 07/13/2021 - 07/15/2021 - Elio Saldivar	Paid by Check #31486		04/22/2021	06/25/2021	06/25/2021		06/25/2021	406.00
6665	PD - PSP Training - 07/27/2021 - 07/29/2021 - Marcos Nunez	Paid by Check #31486		04/22/2021	06/25/2021	06/25/2021		06/25/2021	406.00
		Vendor **239 - City of Fresno** Totals				Invoices	2		$812.00
Vendor **1238 - Coleman & Horowitt, LLP**									
440049	sg	Paid by Check #31487		05/31/2021	06/25/2021	06/25/2021		06/25/2021	2,050.40
440050	Eagle Fire	Paid by Check #31487		05/31/2021	06/25/2021	06/25/2021		06/25/2021	2,313.00
		Vendor **1238 - Coleman & Horowitt, LLP** Totals				Invoices	2		$4,363.40
Vendor **170 - Comcast**									
0160181 6/7/21	1088 E Kamm	Paid by Check #31488		06/07/2021	06/25/2021	06/25/2021		06/25/2021	32.12
0148160 6/11/21	1390 Elizabeth	Paid by Check #31490		06/11/2021	06/25/2021	06/25/2021		06/25/2021	231.15
0148178 6/12/21	680 Alta	Paid by Check #31489		06/12/2021	06/25/2021	06/25/2021		06/25/2021	321.07
		Vendor **170 - Comcast** Totals				Invoices	3		$584.34
Vendor **720 - Dell Marketing L.P.**									
10494520351	PD DVD USB Drives	Paid by Check #31491		06/09/2021	06/25/2021	06/25/2021		06/25/2021	345.48
		Vendor **720 - Dell Marketing L.P.** Totals				Invoices	1		$345.48
Vendor **30 - Dinuba Chamber of Commerce**									
06011250	Freedom Fest 2021	Paid by Check #31492		06/21/2021	06/25/2021	06/25/2021		06/25/2021	2,000.00
		Vendor **30 - Dinuba Chamber of Commerce** Totals				Invoices	1		$2,000.00
Vendor **341 - Dinuba Tires LLC**									
72484	Repairs	Paid by Check #31493		06/17/2021	06/25/2021	06/25/2021		06/25/2021	20.00
		Vendor **341 - Dinuba Tires LLC** Totals				Invoices	1		$20.00
Vendor **62 - Ed Dena's Auto Center**									
305335	PD - Unit #27 Spare Key / 6ESN594	Paid by Check #31494		05/13/2021	06/25/2021	06/25/2021		06/25/2021	187.41

Accounts Payable Invoice Report

Payment Date Range 06/21/21 - 06/25/21
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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
RO59104	PD - Unit #27 / 6ESN594 - Key Programming	Paid by Check #31494		05/17/2021	06/25/2021	06/25/2021		06/25/2021	77.50
305822	REPAIR PART FOR M 735	Paid by Check #31494		06/14/2021	06/25/2021	06/25/2021		06/25/2021	305.89
		Vendor **62 - Ed Dena's Auto Center** Totals				Invoices		3	$570.80
Vendor **309 - Elbert Distributing**									
PI0039130	FLEET SUPPLIES	Paid by Check #31495		06/10/2021	06/25/2021	06/25/2021		06/25/2021	88.94
		Vendor **309 - Elbert Distributing** Totals				Invoices		1	$88.94
Vendor **1506 - Enterprise FM Trust**									
2676	Fy 20/21-Parks/L&L-Late fees for March 2021 pymnt	Paid by Check #31496		06/03/2021	06/25/2021	06/25/2021	06/16/2021	06/25/2021	27.04
FBN4225243	Fy 20/21-Parks/L&L-Mo truck lease pymnt June , 2021	Paid by Check #31496		06/03/2021	06/25/2021	06/25/2021	06/16/2021	06/25/2021	1,802.72
		Vendor **1506 - Enterprise FM Trust** Totals				Invoices		2	$1,829.76
Vendor **1591 - Environment Control**									
5364-299	STRIP//WAX VCT FLOORS	Paid by Check #31497		05/28/2021	06/25/2021	06/25/2021		06/25/2021	450.00
5365-299	DAY PORTER COVERAGE PD	Paid by Check #31497		05/28/2021	06/25/2021	06/25/2021		06/25/2021	2,975.00
5371-299INV	CARPET CLEANING AT PW	Paid by Check #31497		05/28/2021	06/25/2021	06/25/2021		06/25/2021	325.00
13414-299	JANITORIAL SERVICES - JUNE 2021	Paid by Check #31497		06/01/2021	06/25/2021	06/25/2021		06/25/2021	6,198.00
		Vendor **1591 - Environment Control** Totals				Invoices		4	$9,948.00
Vendor **442 - Fastenal Company**									
CAREE46831	WWTP SUPPLIES	Paid by Check #31498		05/28/2021	06/25/2021	06/25/2021		06/25/2021	342.86
		Vendor **442 - Fastenal Company** Totals				Invoices		1	$342.86
Vendor **1404 - Fireworks America**									
20136	Fy 20/21-Fireworks display on 7/3 -pay remaining balance	Paid by Check #31499		06/21/2021	06/25/2021	06/25/2021	06/21/2021	06/25/2021	10,000.00
		Vendor **1404 - Fireworks America** Totals				Invoices		1	$10,000.00
Vendor **1518 - Formation Environmental, LLC**									
6383	Formation Environmental Wellfield Project	Paid by Check #31500		05/30/2021	06/25/2021	06/25/2021		06/25/2021	82,845.00
		Vendor **1518 - Formation Environmental, LLC** Totals				Invoices		1	$82,845.00
Vendor **252 - Geil Enterprises, Inc.**									
399504	Transit Fire/Burg Alarm Monitor; July -Sept 2021	Paid by Check #31501		07/01/2021	06/25/2021	06/25/2021		06/25/2021	291.00
		Vendor **252 - Geil Enterprises, Inc.** Totals				Invoices		1	$291.00
Vendor **1423 - Gina Marie Taylor**									
07092021	Fy 20/21-SE-Entertainment band deposit for SNL on 7/9/21	Paid by Check #31502		06/11/2021	06/25/2021	06/25/2021	06/18/2021	06/25/2021	350.00

Accounts Payable Invoice Report

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			Vendor **1423 - Gina Marie Taylor** Totals			Invoices	1		$350.00
Vendor **712 - GLS US**									
4469557	POSTAGE FEES	Paid by Check #31503		05/31/2021	06/25/2021	06/25/2021		06/25/2021	18.48
			Vendor **712 - GLS US** Totals			Invoices	1		$18.48
Vendor **68 - Grainger Inc.**									
993334782	SHOP COOLER	Paid by Check #31504		06/15/2021	06/25/2021	06/25/2021		06/25/2021	68.68
			Vendor **68 - Grainger Inc.** Totals			Invoices	1		$68.68
Vendor **1031 - Joe Grijalva**									
Reimb Boots 2021	Fy 20/21-Parks-Reimb of work boots for J.Grijalva	Paid by Check #31505		06/21/2021	06/25/2021	06/25/2021	06/21/2021	06/25/2021	189.86
			Vendor **1031 - Joe Grijalva** Totals			Invoices	1		$189.86
Vendor **1431 - Patricia Hartman**									
6/18/21	Anthem FY 21/22	Paid by Check #31506		06/18/2021	06/25/2021	06/25/2021		06/25/2021	79.90
			Vendor **1431 - Patricia Hartman** Totals			Invoices	1		$79.90
Vendor **472 - Jacobson James & Associates**									
2105.0265	JACOBSON JAMES - SENTINEL WELL MONITORING - MAY 2021	Paid by Check #31507		06/09/2021	06/25/2021	06/25/2021		06/25/2021	23,746.88
			Vendor **472 - Jacobson James & Associates** Totals			Invoices	1		$23,746.88
Vendor **1740 - JAMS, Inc**									
5753856	Professional Services	Paid by Check #31508		06/22/2021	06/25/2021	06/25/2021		06/25/2021	3,008.34
			Vendor **1740 - JAMS, Inc** Totals			Invoices	1		$3,008.34
Vendor **6 - Jim Manning Dodge Inc.**									
150702DOR	REPAIR PART FOR T 40	Paid by Check #31509		06/07/2021	06/25/2021	06/25/2021		06/25/2021	460.21
150770DOR	REPAIR PART FOR T 40	Paid by Check #31509		06/11/2021	06/25/2021	06/25/2021		06/25/2021	76.10
			Vendor **6 - Jim Manning Dodge Inc.** Totals			Invoices	2		$536.31
Vendor **440 - Johnson Controls Security Solutions**									
36018636	405 E El Monte	Paid by Check #31510		06/05/2021	06/25/2021	06/25/2021		06/25/2021	456.98
36018635	FY 2022 - SECURITY SERVICES FOR SIERRA WATER TOWER	Paid by Check #31510		06/05/2021	06/25/2021	06/25/2021		06/25/2021	71.41
			Vendor **440 - Johnson Controls Security Solutions** Totals			Invoices	2		$528.39
Vendor **5 - Jorgensen & Co.**									
5948332	Fy 20/21-Parks-Training for masks in confine spacing	Paid by Check #31511		06/10/2021	06/25/2021	06/25/2021	06/21/2021	06/25/2021	1,951.92
5948762	Fy 20/21-Parks-Resp face masks & cartridges	Paid by Check #31511		06/14/2021	06/25/2021	06/25/2021	06/18/2021	06/25/2021	467.67
			Vendor **5 - Jorgensen & Co.** Totals			Invoices	2		$2,419.59

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Vendor **681 - Eric Jump**									
JUMP REIMB 61721	DMV LICENSE FEES REIMBURSEMENT	Paid by Check #31512		05/21/2021	06/25/2021	06/25/2021		06/25/2021	49.00
		Vendor **681 - Eric Jump** Totals				Invoices		1	$49.00
Vendor **89 - Liebert Cassidy Whitmore**									
1521309	Legal Services (lawyers)	Paid by Check #31513		05/31/2021	06/25/2021	06/25/2021		06/25/2021	1,739.00
1521312	Legal Services (lawyers)	Paid by Check #31513		05/31/2021	06/25/2021	06/25/2021		06/25/2021	264.50
1521313	Legal Services (lawyers)	Paid by Check #31513		05/31/2021	06/25/2021	06/25/2021		06/25/2021	2,442.00
1521314	Legal Services (lawyers)	Paid by Check #31513		05/31/2021	06/25/2021	06/25/2021		06/25/2021	1,406.00
1521315	Legal Services (lawyers)	Paid by Check #31513		05/31/2021	06/25/2021	06/25/2021		06/25/2021	407.00
		Vendor **89 - Liebert Cassidy Whitmore** Totals				Invoices		5	$6,258.50
Vendor **160 - Mid Valley Publishing Inc.**									
03231767-IN	Mid Valley Publishing CIP	Paid by Check #31514		05/20/2021	06/25/2021	06/25/2021		06/25/2021	105.00
		Vendor **160 - Mid Valley Publishing Inc.** Totals				Invoices		1	$105.00
Vendor **1638 - Northland Process Piping, Inc.**									
BILL028420	BIOSOLIDS CONVEYOR REPAIR	Paid by Check #31515		04/27/2021	06/25/2021	06/25/2021		06/25/2021	995.45
		Vendor **1638 - Northland Process Piping, Inc.** Totals				Invoices		1	$995.45
Vendor **392 - O'Reilly Auto Parts**									
3641-391841	Supplies	Paid by Check #31516		06/16/2021	06/25/2021	06/25/2021		06/25/2021	45.50
		Vendor **392 - O'Reilly Auto Parts** Totals				Invoices		1	$45.50
Vendor **142 - Office Depot BSD**									
174080383001	Office Supplies	Paid by Check #31517		06/04/2021	06/25/2021	06/25/2021		06/25/2021	116.82
174993341001	Fy 20/21-Office Supplies	Paid by Check #31517		06/04/2021	06/25/2021	06/25/2021	06/15/2021	06/25/2021	73.58
171342771003	Office Depot Supplies	Paid by Check #31517		05/27/2021	06/25/2021	06/25/2021		06/25/2021	106.79
172616121001	Office Supplies - Office Depot	Paid by Check #31517		06/02/2021	06/25/2021	06/25/2021		06/25/2021	67.69
172616121002	PARCHMENT PAPER FOR BUSINESS LICENSES	Paid by Check #31517		06/03/2021	06/25/2021	06/25/2021		06/25/2021	100.99
177249513001	TONER AND DRUM FOR FLEET PRINTER	Paid by Check #31517		06/03/2021	06/25/2021	06/25/2021		06/25/2021	257.75
177285662001	Office Supplies - Office Depot	Paid by Check #31517		06/03/2021	06/25/2021	06/25/2021		06/25/2021	476.13
		Vendor **142 - Office Depot BSD** Totals				Invoices		7	$1,199.75
Vendor **76 - Pacific Gas & Electric**									
250971736426/21	L & M Alley	Paid by Check #31543		06/09/2021	06/25/2021	06/25/2021		06/25/2021	39.42
962476921956/21	225	Paid by Check #31544		06/09/2021	06/25/2021	06/25/2021		06/25/2021	146.89
354744710716/21	June 2021	Paid by Check #31541		06/11/2021	06/25/2021	06/25/2021		06/25/2021	547.54
284878382876/21	1455 Crawford	Paid by Check #31519		06/09/2021	06/25/2021	06/25/2021		06/25/2021	10.05
860727324976/21	1001 El Paso	Paid by Check #31523		06/09/2021	06/25/2021	06/25/2021		06/25/2021	25.82
169314496946/21	Kamm/Green	Paid by Check #31518		06/10/2021	06/25/2021	06/25/2021		06/25/2021	370.57

Accounts Payable Invoice Report

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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
339630846046/21	KAMM/O	Paid by Check #31520		06/10/2021	06/25/2021	06/25/2021		06/25/2021	10.28
774843071196/21	1133	Paid by Check #31522		06/10/2021	06/25/2021	06/25/2021		06/25/2021	22.97
945914183256/21	COLLEGE/MARSHALL	Paid by Check #31524		06/10/2021	06/25/2021	06/25/2021		06/25/2021	9.87
731427487116/21	Parks	Paid by Check #31521		06/11/2021	06/25/2021	06/25/2021		06/25/2021	3,032.62
568305450696/21	PD - 05/10/2021 - 06/08/2021 Billing Charges	Paid by Check #31542		06/11/2021	06/25/2021	06/25/2021		06/25/2021	5,729.81
0008018145-6	PG&E Kamm Ave	Paid by Check #31545		06/09/2021	06/25/2021	06/25/2021		06/25/2021	2,500.00
134445515956/21	M & Ventura	Paid by Check #31525		06/09/2021	06/25/2021	06/25/2021		06/25/2021	34.86
210475377886/21	155	Paid by Check #31528		06/09/2021	06/25/2021	06/25/2021		06/25/2021	136.06
447571605186/21	180	Paid by Check #31529		06/09/2021	06/25/2021	06/25/2021		06/25/2021	529.20
605804926706/21	148 M St	Paid by Check #31533		06/09/2021	06/25/2021	06/25/2021		06/25/2021	34.46
630805446696/21	L & K Alley	Paid by Check #31534		06/09/2021	06/25/2021	06/25/2021		06/25/2021	9.86
768101241986/21	180 W Merced	Paid by Check #31537		06/09/2021	06/25/2021	06/25/2021		06/25/2021	264.32
975086523736/21	180 W Merced	Paid by Check #31540		06/09/2021	06/25/2021	06/25/2021		06/25/2021	151.32
183409121306/21	Marshall/Wright	Paid by Check #31526		06/10/2021	06/25/2021	06/25/2021		06/25/2021	9.86
516730856046/21	Kamm/Alta	Paid by Check #31532		06/10/2021	06/25/2021	06/25/2021		06/25/2021	91.36
672472110626/21	Tulare/L	Paid by Check #31535		06/10/2021	06/25/2021	06/25/2021		06/25/2021	77.34
676638777016/21	tul	Paid by Check #31536		06/10/2021	06/25/2021	06/25/2021		06/25/2021	43.00
874409527916/21	301 Kamm	Paid by Check #31539		06/10/2021	06/25/2021	06/25/2021		06/25/2021	20.02
502735657346/21	Randle/El Monte	Paid by Check #31531		06/11/2021	06/25/2021	06/25/2021		06/25/2021	43.96
847471995156/21	Alta/Kamm	Paid by Check #31538		06/11/2021	06/25/2021	06/25/2021		06/25/2021	72.24
207327719756/21	1088 E Kamm	Paid by Check #31527		06/14/2021	06/25/2021	06/25/2021		06/25/2021	874.26
496411368306/21	Milsap/Myrtle	Paid by Check #31530		06/14/2021	06/25/2021	06/25/2021		06/25/2021	82.37
		Vendor **76 - Pacific Gas & Electric** Totals				Invoices	28		$14,920.33
Vendor **7 - Pena's Disposal Services**									
537490	YARD WASTE	Paid by Check #31546		10/01/2020	06/25/2021	06/25/2021		06/25/2021	144.16
552000	YARD WASTE, ASPHALT, SOLID MIXED WASTE	Paid by Check #31546		12/01/2020	06/25/2021	06/25/2021		06/25/2021	322.54
557010	YARD WASTE	Paid by Check #31546		01/04/2021	06/25/2021	06/25/2021		06/25/2021	345.64
563315	YARD WASTE	Paid by Check #31546		02/01/2021	06/25/2021	06/25/2021		06/25/2021	105.56
591206	YARD, SOLID MIXED, CEMENT	Paid by Check #31546		06/02/2021	06/25/2021	06/25/2021		06/25/2021	471.10
		Vendor **7 - Pena's Disposal Services** Totals				Invoices	5		$1,389.00
Vendor **968 - Quic Shop Markets, Inc.**									
10550	CAR WASHES	Paid by Check #31547		05/31/2021	06/25/2021	06/25/2021		06/25/2021	8.00
		Vendor **968 - Quic Shop Markets, Inc.** Totals				Invoices	1		$8.00
Vendor **157 - Quill Corp.**									
17404813	Paper	Paid by Check #31548		06/14/2021	06/25/2021	06/25/2021		06/25/2021	189.38
		Vendor **157 - Quill Corp.** Totals				Invoices	1		$189.38
Vendor **349 - RES COM Pest Control**									

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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
1930250	PD - Dog Kennel Pest Control Service	Paid by Check #31549		06/16/2021	06/25/2021	06/25/2021		06/25/2021	44.00
		Vendor **349 - RES COM Pest Control** Totals				Invoices	1		$44.00
Vendor **1700 - Noah Sanchez**									
EMT Reimb 2021	Reimbursement	Paid by Check #31550		06/15/2021	06/25/2021	06/25/2021		06/25/2021	82.00
		Vendor **1700 - Noah Sanchez** Totals				Invoices	1		$82.00
Vendor **156 - Shape Inc.**									
127676	TRANSDUCER	Paid by Check #31551		11/06/2020	06/25/2021	06/25/2021		06/25/2021	1,494.05
		Vendor **156 - Shape Inc.** Totals				Invoices	1		$1,494.05
Vendor **957 - Shred-It USA LLC**									
8182223464	PD - Shredding Service 05/25/2021	Paid by Check #31552		06/15/2021	06/25/2021	06/25/2021		06/25/2021	138.44
		Vendor **957 - Shred-It USA LLC** Totals				Invoices	1		$138.44
Vendor **361 - SJVAPCD**									
S157475	ANNUAL PERMIT - FACILITY ID S3483, WELL 17	Paid by Check #31553		04/02/2021	06/25/2021	06/25/2021		06/25/2021	435.00
S157798	ANNUAL AIR TOXIC ASSESSMENT 20/21 - EUCLID AVE, S3953	Paid by Check #31553		04/02/2021	06/25/2021	06/25/2021		06/25/2021	751.50
		Vendor **361 - SJVAPCD** Totals				Invoices	2		$1,186.50
Vendor **140 - State Board of Equilization**									
elmonte annex	SBOE El Monet Annexation	Paid by Check #31447		06/18/2021	06/21/2021	06/21/2021		06/21/2021	500.00
		Vendor **140 - State Board of Equilization** Totals				Invoices	1		$500.00
Vendor **1442 - Superior Pool Products, LLC**									
Q2013724	CHLORINE FOR WWTP	Paid by Check #31554		04/06/2021	06/25/2021	06/25/2021		06/25/2021	165.47
Q2014468	DRUM DEPOSIT REFUND	Paid by Check #31554		06/03/2021	06/25/2021	06/25/2021		06/25/2021	(50.00)
		Vendor **1442 - Superior Pool Products, LLC** Totals				Invoices	2		$115.47
Vendor **1082 - 3R Construction or The Island Convention Center**									
005017	3R Construction	Paid by Check #31555		06/20/2021	06/25/2021	06/25/2021		06/25/2021	5,700.00
		Vendor **1082 - 3R Construction or The Island Convention Center** Totals				Invoices	1		$5,700.00
Vendor **1737 - The Marie Wilson Band**									
07032021	Fy 20/21-S/E-Opening band for 7/3/21 fireworks show	Paid by Check #31556		05/27/2021	06/25/2021	06/25/2021	06/15/2021	06/25/2021	1,500.00
		Vendor **1737 - The Marie Wilson Band** Totals				Invoices	1		$1,500.00
Vendor **426 - Tioga Solar**									
SLB-7881	SOLAR PRODUCTION - MAY 2021	Paid by Check #31557		05/31/2021	06/25/2021	06/25/2021		06/25/2021	48,571.02
		Vendor **426 - Tioga Solar** Totals				Invoices	1		$48,571.02

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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 **1304 - TJKM**									
0051116	TJKM LRSP Project	Paid by Check #31558		05/31/2021	06/25/2021	06/25/2021		06/25/2021	6,177.68
0051128	TJKM Roadway Segment Safety Impr. Design	Paid by Check #31558		05/31/2021	06/25/2021	06/25/2021		06/25/2021	2,145.46
			Vendor **1304 - TJKM** Totals			Invoices	2		$8,323.14
Vendor **1736 - Andrew Trevino**									
07032021 #3	Fy 20/21-SE-Entertainment band pay bal for 7/3/21 fireworks show	Paid by Check #31559		05/27/2021	06/25/2021	06/25/2021	06/15/2021	06/25/2021	900.00
07032021 #4	Fy 20/21-SE-Sound & Lighting bal for 7/3/21 fireworks show	Paid by Check #31559		06/15/2021	06/25/2021	06/25/2021	06/15/2021	06/25/2021	2,050.00
			Vendor **1736 - Andrew Trevino** Totals			Invoices	2		$2,950.00
Vendor **49 - Tulare County**									
IN0193632	Fy 20/21-SE-Food permit for multiple events	Paid by Check #31560		06/16/2021	06/25/2021	06/25/2021	06/18/2021	06/25/2021	410.00
			Vendor **49 - Tulare County** Totals			Invoices	1		$410.00
Vendor **273 - US Bank**									
6136457	Safe Drinking Water	Paid by Check #31564		05/25/2021	06/25/2021	06/25/2021		06/25/2021	1,200.00
445577760	June 2021	Paid by Check #31561		06/10/2021	06/25/2021	06/25/2021		06/25/2021	126.18
444444384	ACCT# 530029 - PW COPIER	Paid by Check #31563		05/28/2021	06/25/2021	06/25/2021		06/25/2021	967.05
445480155	COPIER FOR WWTP	Paid by Check #31562		06/08/2021	06/25/2021	06/25/2021		06/25/2021	643.94
			Vendor **273 - US Bank** Totals			Invoices	4		$2,937.17
Vendor **1725 - Verbal Judo Institute, Inc.**									
7456	PD - De-Escalation Training - 08/02/2021 - Lizet Aldaz	Paid by Check #31565		04/28/2021	06/25/2021	06/25/2021		06/25/2021	175.00
7457	PD - De-Escalation Training - 08/24/2021 - Linda Ramos	Paid by Check #31565		04/28/2021	06/25/2021	06/25/2021		06/25/2021	175.00
7459	PD - De-Escalation Training - 09/27/2021 - Teresa Ramirez	Paid by Check #31565		04/28/2021	06/25/2021	06/25/2021		06/25/2021	175.00
7460	PD - De-Escalation Training - 10/08/2021 - Eloisa Huerta	Paid by Check #31565		04/28/2021	06/25/2021	06/25/2021		06/25/2021	175.00
7462	PD - De-Escalation Training - 10/21/2021 - Rosalva Flores	Paid by Check #31565		04/28/2021	06/25/2021	06/25/2021		06/25/2021	175.00
7463	PD - De-Escalation Training - 11/06/2021 - Ricky Mares	Paid by Check #31565		04/28/2021	06/25/2021	06/25/2021		06/25/2021	175.00
			Vendor **1725 - Verbal Judo Institute, Inc.** Totals			Invoices	6		$1,050.00
Vendor **354 - Verizon Wireless**									
9881598278	PD - 05/11/2021 - 06/10/2021	Paid by Check #31566		06/10/2021	06/25/2021	06/25/2021		06/25/2021	1,955.95
9881438616	Acct# 972514922-00001	Paid by Check #31566		06/07/2021	06/25/2021	06/25/2021		06/25/2021	851.73
			Vendor **354 - Verizon Wireless** Totals			Invoices	2		$2,807.68
Vendor **14 - W & E Electric**									

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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
2105019	Fy 20/21-Parks-Accident on Alta Ave power pedestal repair	Paid by Check #31567		05/11/2021	06/25/2021	06/25/2021	06/15/2021	06/25/2021	8,400.00
			Vendor **14 - W & E Electric** Totals			Invoices	1		$8,400.00
Vendor **1382 - XiO, Inc.**									
201211765	QUARTERLY SCADA PAYMENT	Paid by Check #31568		06/15/2021	06/25/2021	06/25/2021		06/25/2021	2,337.00
			Vendor **1382 - XiO, Inc.** Totals			Invoices	1		$2,337.00
Vendor **1067 - Yamabe & Horn Engineering Inc.**									
46911	Y&H Alta Nebraska Roundabout Design	Paid by Check #31569		06/11/2021	06/25/2021	06/25/2021		06/25/2021	120.00
46912	Y&H Alta Nebraska Roundabout ROW	Paid by Check #31569		06/11/2021	06/25/2021	06/25/2021		06/25/2021	958.50
46913	Y&H Roadway Segment	Paid by Check #31569		06/11/2021	06/25/2021	06/25/2021		06/25/2021	73.50
46914	Y&H FY 2021 Eng Services	Paid by Check #31569		06/11/2021	06/25/2021	06/25/2021		06/25/2021	12,145.00
46915	Y&H Building Official	Paid by Check #31569		06/11/2021	06/25/2021	06/25/2021		06/25/2021	3,871.00
46916	Y&H Road 74	Paid by Check #31569		06/11/2021	06/25/2021	06/25/2021		06/25/2021	3,384.75
46917	Y&H Kamm Alta Roundabout	Paid by Check #31569		06/11/2021	06/25/2021	06/25/2021		06/25/2021	1,580.25
46918	Y&H City Projects Eng Support	Paid by Check #31569		06/11/2021	06/25/2021	06/25/2021		06/25/2021	40,072.00
46951	Y&H Commercial Projects	Paid by Check #31569		06/11/2021	06/25/2021	06/25/2021		06/25/2021	2,357.25
46953	Y&H Subdivisions Eng Support	Paid by Check #31569		06/11/2021	06/25/2021	06/25/2021		06/25/2021	7,441.50
		Vendor **1067 - Yamabe & Horn Engineering Inc.** Totals				Invoices	10		$72,003.75
Vendor **KUUBIX ENERGY, INC.**									
REF2020-345	PERMIT FEES REFUND	Paid by Check #31570		06/18/2021	06/25/2021	06/25/2021		06/25/2021	136.90
			Vendor **KUUBIX ENERGY, INC.** Totals			Invoices	1		$136.90
Vendor **KUUBIX ENERGY, INC.**									
REF2020-405	PERMIT FEES REFUND	Paid by Check #31571		06/17/2021	06/25/2021	06/25/2021		06/25/2021	246.90
			Vendor **KUUBIX ENERGY, INC.** Totals			Invoices	1		$246.90
Vendor **SYNERGY COMPANIES**									
REF2020-625	PERMIT FEES REFUND	Paid by Check #31572		11/13/2020	06/25/2021	06/25/2021		06/25/2021	109.00
			Vendor **SYNERGY COMPANIES** Totals			Invoices	1		$109.00
				Grand Totals		Invoices	176		$397,240.96

CITY OF DINUBA
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Accounts Payable Invoice Report

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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 **1284 - Adams Ashby Group, Inc.**									
3657	Adams Ashby North Dinuba Griggs	Paid by Check #31573		06/03/2021	06/30/2021	06/30/2021		06/30/2021	3,000.00
3658	Adams Ashby North Dinuba Griggs	Paid by Check #31573		06/03/2021	06/30/2021	06/30/2021		06/30/2021	1,500.00
		Vendor **1284 - Adams Ashby Group, Inc.** Totals				Invoices		2	$4,500.00
Vendor **263 - Advantek Benefit Administrators**									
2107 0011	Insurance	Paid by Check #31575		06/24/2021	06/30/2021	06/30/2021		06/30/2021	71,195.62
6/25/21	Miscellaneous	Paid by Check #31574		06/25/2021	06/30/2021	06/30/2021		06/30/2021	30,572.81
		Vendor **263 - Advantek Benefit Administrators** Totals				Invoices		2	$101,768.43
Vendor **372 - Aecom USA, Inc.**									
2000494527	AECOM Analysis St Sewer trunk main	Paid by Check #31576		05/13/2021	06/30/2021	06/30/2021		06/30/2021	840.00
2000510149	AECOM Analysis of P Street Trunk Main	Paid by Check #31576		06/24/2021	06/30/2021	06/30/2021		06/30/2021	840.00
		Vendor **372 - Aecom USA, Inc.** Totals				Invoices		2	$1,680.00
Vendor **1720 - Agee Construction Corporation**									
3	Agee Construction North Dinuba Project	Paid by Check #31577		06/24/2021	06/30/2021	06/30/2021		06/30/2021	1,181,038.50
		Vendor **1720 - Agee Construction Corporation** Totals				Invoices		1	$1,181,038.50
Vendor **1264 - American Ambulance of Visalia**									
Tck #A238760	K. George	Paid by Check #31578		06/28/2021	06/30/2021	06/30/2021		06/30/2021	200.00
		Vendor **1264 - American Ambulance of Visalia** Totals				Invoices		1	$200.00
Vendor **119 - American Backflow Specialties**									
INV56335	WATER DEPT REPAIR PARTS	Paid by Check #31579		06/04/2021	06/30/2021	06/30/2021		06/30/2021	21.26
		Vendor **119 - American Backflow Specialties** Totals				Invoices		1	$21.26
Vendor **351 - Anthem Blue Cross**									
000192600433	Canales 920M82828	Paid by Check #31581		05/08/2021	06/30/2021	06/30/2021		06/30/2021	713.04
000588339E	FY 21/22	Paid by Check #31580		06/14/2021	06/30/2021	06/30/2021		06/30/2021	580.93
		Vendor **351 - Anthem Blue Cross** Totals				Invoices		2	$1,293.97
Vendor **21 - Aramark Uniform Services Inc.**									
503000318266	Fy 20/21-Parks-Uniform services for week of 6/23/21	Paid by Check #31582		06/23/2021	06/30/2021	06/30/2021	06/25/2021	06/30/2021	29.36
		Vendor **21 - Aramark Uniform Services Inc.** Totals				Invoices		1	$29.36
Vendor **17 - AT&T**									
93910547366/21	PD - 05/20/2021 - 06/19/2021 Billing Charges	Paid by Check #31583		06/20/2021	06/30/2021	06/30/2021		06/30/2021	140.33

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
			Vendor **17 - AT&T** Totals			Invoices		1	$140.33
Vendor **289 - AT&T Mobility LLC**									
2870151847346/21	June 2021	Paid by Check #31584		06/16/2021	06/30/2021	06/30/2021		06/30/2021	88.24
			Vendor **289 - AT&T Mobility LLC** Totals			Invoices		1	$88.24
Vendor **1044 - AutoZone, Inc.**									
2833366877	REPAIR PARTS FOR BUS 10	Paid by Check #31585		06/23/2021	06/30/2021	06/30/2021		06/30/2021	51.53
			Vendor **1044 - AutoZone, Inc.** Totals			Invoices		1	$51.53
Vendor **376 - BCS Consulting, LLC**									
2021114	Microsoft Software Update	Paid by Check #31586		06/25/2021	06/30/2021	06/30/2021		06/30/2021	499.00
			Vendor **376 - BCS Consulting, LLC** Totals			Invoices		1	$499.00
Vendor **300 - Beatwear Inc.**									
6897	PD - Explorers Uniforms Gift Certificates	Paid by Check #31587		06/22/2021	06/30/2021	06/30/2021		06/30/2021	1,050.00
6898	PD - CSO Diaz - Uniform	Paid by Check #31587		06/22/2021	06/30/2021	06/30/2021		06/30/2021	294.40
6899	PD - CSO Rivas - Uniform	Paid by Check #31587		06/22/2021	06/30/2021	06/30/2021		06/30/2021	270.58
			Vendor **300 - Beatwear Inc.** Totals			Invoices		3	$1,614.98
Vendor **328 - Bernard Professional Transcription Services**									
DF1901947	PD - Transcription Services - DF1901947	Paid by Check #31588		06/11/2021	06/30/2021	06/30/2021		06/30/2021	250.00
DF1902099	PD - Transcription Services	Paid by Check #31588		06/17/2021	06/30/2021	06/30/2021		06/30/2021	252.50
DF1901947 B	PD - Transcription Service	Paid by Check #31588		06/22/2021	06/30/2021	06/30/2021		06/30/2021	785.00
			Vendor **328 - Bernard Professional Transcription Services** Totals			Invoices		3	$1,287.50
Vendor **1679 - Bill Nelson General Engineering Construction, Inc.**									
2223-10	Bill Nelson Gen Eng - Kern Street Project	Paid by Check #31590		06/21/2021	06/30/2021	06/30/2021		06/30/2021	279,485.99
2223-MISC	Bill Nelson Tulare and H Street Concrete work	Paid by Check #31589		06/25/2021	06/30/2021	06/30/2021		06/30/2021	59,995.00
			Vendor **1679 - Bill Nelson General Engineering Construction, Inc.** Totals			Invoices		2	$339,480.99
Vendor **116 - BSK Analytical Laboratories**									
AE13479	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #31591		06/22/2021	06/30/2021	06/30/2021		06/30/2021	133.00
AE13562	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #31591		06/23/2021	06/30/2021	06/30/2021		06/30/2021	330.00
AE13618	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #31591		06/23/2021	06/30/2021	06/30/2021		06/30/2021	998.50
			Vendor **116 - BSK Analytical Laboratories** Totals			Invoices		3	$1,461.50
Vendor **94 - California Public Employees Retirement**									
06/06-06/19/2021	Payroll 06/06/21-06/19/21	Paid by EFT #1625		06/25/2021	06/29/2021	06/29/2021		06/29/2021	77,325.22

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2021-00000478	31 - 457 - Employee CalPERS $*	Paid by EFT #1623		06/25/2021	06/29/2021	06/29/2021		06/29/2021	10,026.26
6/18/21 adj	Payroll	Paid by EFT #1624		06/25/2021	06/29/2021	06/29/2021		06/29/2021	9.17
	Vendor **94 - California Public Employees Retirement** Totals					Invoices		3	$87,360.65
Vendor **305 - Cartozian Air Conditioning and Heating Inc.**									
17519	Cartozians A/C Repairs PW East side Building	Paid by Check #31592		06/16/2021	06/30/2021	06/30/2021		06/30/2021	197.13
	Vendor **305 - Cartozian Air Conditioning and Heating Inc.** Totals					Invoices		1	$197.13
Vendor **44 - Central Valley Lock & Safe**									
58471	INSTALLED IC CORE AND HOUSING AT TRANSIT	Paid by Check #31593		05/14/2021	06/30/2021	06/30/2021		06/30/2021	126.40
	Vendor **44 - Central Valley Lock & Safe** Totals					Invoices		1	$126.40
Vendor **333 - Cintas Corporation No. 2**									
4088008271	PD - Janitorial Supplies	Paid by Check #31594		06/23/2021	06/30/2021	06/30/2021		06/30/2021	46.58
	Vendor **333 - Cintas Corporation No. 2** Totals					Invoices		1	$46.58
Vendor **8 - City of Dinuba**									
PttyCsh 6/18/21	Jho	Paid by Check #31595		06/18/2021	06/30/2021	06/30/2021		06/30/2021	88.73
pettycash/2021	Fy 20/21-Petty cash reimbursement	Paid by Check #31596		06/22/2021	06/30/2021	06/30/2021	06/22/2021	06/30/2021	3.00
	Vendor **8 - City of Dinuba** Totals					Invoices		2	$91.73
Vendor **1728 - Clearworld LLC**									
1104-#2	Fy 20/21-Parks-Solar Lights for KC park pickel ball courts	Paid by Check #31597		06/30/2021	06/30/2021	06/30/2021	06/24/2021	06/30/2021	18,406.00
	Vendor **1728 - Clearworld LLC** Totals					Invoices		1	$18,406.00
Vendor **1629 - Cole Information Services**									
INV40069763	PD - Central San Joaquin Valley Directory	Paid by Check #31598		12/01/2020	06/30/2021	06/30/2021		06/30/2021	464.95
	Vendor **1629 - Cole Information Services** Totals					Invoices		1	$464.95
Vendor **731 - Community Services & Employment Training, Inc.**									
SEFFS-DIRSR-10	CSET SRTS ATP Project	Paid by Check #31599		06/18/2021	06/30/2021	06/30/2021		06/30/2021	162.51
	Vendor **731 - Community Services & Employment Training, Inc.** Totals					Invoices		1	$162.51
Vendor **1576 - Creative Asphalt, Inc.**									
7647	SAWCUT AND REMOVE 150 SQ FT OF FAILED ASPHALT, CRAWFORD, WHITNEY	Paid by Check #31600		06/18/2021	06/30/2021	06/30/2021		06/30/2021	3,225.00
7648	SAWCUT REMOVE 150 SQ FT OF FAILED ASPHALT, WRIGHT, WHITNEY, WHIT	Paid by Check #31600		06/18/2021	06/30/2021	06/30/2021		06/30/2021	3,225.00
	Vendor **1576 - Creative Asphalt, Inc.** Totals					Invoices		2	$6,450.00

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Vendor **1035 - De Lage Landen Public Finance**									
72902400	Jun/Jul 2021	Paid by Check #31601		06/20/2021	06/30/2021	06/30/2021		06/30/2021	292.96
		Vendor **1035 - De Lage Landen Public Finance** Totals				Invoices	1		$292.96
Vendor **1741 - EFS West**									
190148	EFS West Dispenser CNG Installation	Paid by Check #31602		06/24/2021	06/30/2021	06/30/2021		06/30/2021	17,187.00
		Vendor **1741 - EFS West** Totals				Invoices	1		$17,187.00
Vendor **309 - Elbert Distributing**									
PI0039484	OIL FOR SHOP	Paid by Check #31603		06/23/2021	06/30/2021	06/30/2021		06/30/2021	149.39
		Vendor **309 - Elbert Distributing** Totals				Invoices	1		$149.39
Vendor **36 - Ewing Irrigation Products**									
14475642	Fy 20/21-Parks-Rotator	Paid by Check #31604		06/14/2021	06/30/2021	06/30/2021	06/28/2021	06/30/2021	56.14
14555376	Fy 20/21-Parks-Repair supplies	Paid by Check #31604		06/22/2021	06/30/2021	06/30/2021	06/28/2021	06/30/2021	119.91
		Vendor **36 - Ewing Irrigation Products** Totals				Invoices	2		$176.05
Vendor **442 - Fastenal Company**									
CAREE46866	SAFETY SUPPLIES - WWTP	Paid by Check #31605		06/04/2021	06/30/2021	06/30/2021		06/30/2021	108.60
		Vendor **442 - Fastenal Company** Totals				Invoices	1		$108.60
Vendor **235 - FERGUSON ENTERPRISES, LLC**									
1633249-1	WATER DEPT SUPPLIES	Paid by Check #31606		06/08/2021	06/30/2021	06/30/2021		06/30/2021	2,650.61
1633249-2	WATER DEPT SUPPLIES	Paid by Check #31606		06/09/2021	06/30/2021	06/30/2021		06/30/2021	40.15
		Vendor **235 - FERGUSON ENTERPRISES, LLC** Totals				Invoices	2		$2,690.76
Vendor **1734 - Fluoresco Services LLC**									
1445428	Fy 20/21-Repairs for BB & SB scoreboards @ Roosevelt park	Paid by Check #31607		06/25/2021	06/30/2021	06/30/2021	06/25/2021	06/30/2021	7,518.98
		Vendor **1734 - Fluoresco Services LLC** Totals				Invoices	1		$7,518.98
Vendor **18 - The Gas Company**									
128552035976/21	1088 E Kamm	Paid by Check #31608		06/08/2021	06/30/2021	06/30/2021		06/30/2021	26.81
		Vendor **18 - The Gas Company** Totals				Invoices	1		$26.81
Vendor **1068 - GHD Services Inc.**									
164240	GHD Sanitary Sewer Mang Plan	Paid by Check #31609		06/22/2021	06/30/2021	06/30/2021		06/30/2021	719.63
		Vendor **1068 - GHD Services Inc.** Totals				Invoices	1		$719.63
Vendor **712 - GLS US**									
4479694	POSTAGE FEES	Paid by Check #31610		06/15/2021	06/30/2021	06/30/2021		06/30/2021	6.77
		Vendor **712 - GLS US** Totals				Invoices	1		$6.77
Vendor **379 - Guardian EMS Products**									

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9145	Supplies	Paid by Check #31611		06/28/2021	06/30/2021	06/30/2021		06/30/2021	124.29
9147	Supplies	Paid by Check #31611		06/28/2021	06/30/2021	06/30/2021		06/30/2021	186.04
		Vendor **379 - Guardian EMS Products** Totals				Invoices	2		$310.33
Vendor **139 - Henry Schein Inc.**									
94680413	Supplies	Paid by Check #31612		06/09/2021	06/30/2021	06/30/2021		06/30/2021	13.00
95018838	Supplies	Paid by Check #31612		06/16/2021	06/30/2021	06/30/2021		06/30/2021	72.22
		Vendor **139 - Henry Schein Inc.** Totals				Invoices	2		$85.22
Vendor **106 - J's Communciation Inc.**									
60947	PD - Radio Technical Service / Dispatch	Paid by Check #31613		06/25/2021	06/30/2021	06/30/2021		06/30/2021	320.00
		Vendor **106 - J's Communciation Inc.** Totals				Invoices	1		$320.00
Vendor **472 - Jacobson James & Associates**									
2105.0264	SENTINEL WELL MONITORING - MAY 2021	Paid by Check #31614		06/09/2021	06/30/2021	06/30/2021		06/30/2021	959.16
		Vendor **472 - Jacobson James & Associates** Totals				Invoices	1		$959.16
Vendor **253 - Jam Services Inc.**									
145678	JAM - SOLAR RRFB W/DUAL LIGHTBAR	Paid by Check #31615		06/03/2021	06/30/2021	06/30/2021		06/30/2021	21,287.70
		Vendor **253 - Jam Services Inc.** Totals				Invoices	1		$21,287.70
Vendor **5 - Jorgensen & Co.**									
5948741	Fy 20/21-Parks-Safety training for confined space	Paid by Check #31616		06/14/2021	06/30/2021	06/30/2021	06/28/2021	06/30/2021	720.00
5947200	SPRINKLER SERVICE	Paid by Check #31616		06/03/2021	06/30/2021	06/30/2021		06/30/2021	3,629.12
		Vendor **5 - Jorgensen & Co.** Totals				Invoices	2		$4,349.12
Vendor **796 - L.N. Curtis & Sons**									
INV499448	Safety Equipment	Paid by Check #31617		06/17/2021	06/30/2021	06/30/2021		06/30/2021	7,647.55
		Vendor **796 - L.N. Curtis & Sons** Totals				Invoices	1		$7,647.55
Vendor **1324 - Lawrence Tractor Co., Inc.**									
487847	HARNESS KIT FOR PARKS	Paid by Check #31618		06/24/2021	06/30/2021	06/30/2021		06/30/2021	535.06
487851	WIRING HARNESS FOR PARKS	Paid by Check #31618		06/24/2021	06/30/2021	06/30/2021		06/30/2021	301.80
		Vendor **1324 - Lawrence Tractor Co., Inc.** Totals				Invoices	2		$836.86
Vendor **449 - Les Schwab Tire Centers of Central California**									
55100252794	2 TIRES FOR BUS 14	Paid by Check #31619		06/07/2021	06/30/2021	06/30/2021		06/30/2021	444.77
55100253009	ALIGNMENT FOR PD 18	Paid by Check #31619		06/09/2021	06/30/2021	06/30/2021		06/30/2021	109.99
55100253407	TIRES FOR WWRP DUMP TRAILER	Paid by Check #31619		06/14/2021	06/30/2021	06/30/2021		06/30/2021	711.56
55100253529	TIRES FOR PD 41	Paid by Check #31619		06/15/2021	06/30/2021	06/30/2021		06/30/2021	759.45

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55100253534	TIRES FOR WWRP DUMP TRAILER	Paid by Check #31619		06/15/2021	06/30/2021	06/30/2021		06/30/2021	711.56
55100254173	TIRES FOR PD 11	Paid by Check #31619		06/22/2021	06/30/2021	06/30/2021		06/30/2021	362.07
	Vendor **449 - Les Schwab Tire Centers of Central California** Totals					Invoices	6		$3,099.40
Vendor **1745 - LR Concrete Construction**									
003	Well 18	Paid by Check #31620		06/24/2021	06/30/2021	06/30/2021		06/30/2021	13,000.00
	Vendor **1745 - LR Concrete Construction** Totals					Invoices	1		$13,000.00
Vendor **1743 - Paul Magyar**									
6/28/21	Anthem	Paid by Check #31621		06/28/2021	06/30/2021	06/30/2021		06/30/2021	865.95
	Vendor **1743 - Paul Magyar** Totals					Invoices	1		$865.95
Vendor **1723 - Matson Alarm Co, Inc.**									
2221863	Fy 21/22-Sportsplex-Fire & burglar monit srvcs @ sportsplex	Paid by Check #31622		07/01/2021	06/30/2021	06/30/2021	06/28/2021	06/30/2021	90.00
	Vendor **1723 - Matson Alarm Co, Inc.** Totals					Invoices	1		$90.00
Vendor **160 - Mid Valley Publishing Inc.**									
0323155-IN	MASSAGE BUSINESS MORATORIAM	Paid by Check #31623		05/13/2021	06/30/2021	06/30/2021		06/30/2021	157.50
	Vendor **160 - Mid Valley Publishing Inc.** Totals					Invoices	1		$157.50
Vendor **1320 - MMJ Solutions, Inc.**									
21-12	Professional Services	Paid by Check #31624		06/24/2021	06/30/2021	06/30/2021		06/30/2021	2,429.53
	Vendor **1320 - MMJ Solutions, Inc.** Totals					Invoices	1		$2,429.53
Vendor **22 - Moore Twining Associates Inc.**									
1369696	WATER SAMPLE TESTING WWTP - IN HOUSE	Paid by Check #31625		06/09/2021	06/30/2021	06/30/2021		06/30/2021	108.00
1369697	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #31625		06/09/2021	06/30/2021	06/30/2021		06/30/2021	88.00
1369750	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #31625		06/10/2021	06/30/2021	06/30/2021		06/30/2021	88.00
1369889	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #31625		06/15/2021	06/30/2021	06/30/2021		06/30/2021	88.00
1369890	WATER SAMPLE TESTING WWTP - IN HOUSE	Paid by Check #31625		06/15/2021	06/30/2021	06/30/2021		06/30/2021	246.00
1369966	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #31625		06/16/2021	06/30/2021	06/30/2021		06/30/2021	88.00
1370198	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #31625		06/22/2021	06/30/2021	06/30/2021		06/30/2021	88.00
1370199	WATER SAMPLE TESTING WWTP - IN HOUSE	Paid by Check #31625		06/22/2021	06/30/2021	06/30/2021		06/30/2021	115.00
1370243	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #31625		06/23/2021	06/30/2021	06/30/2021		06/30/2021	88.00

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1370298	BIOSOLIDS MONITORING	Paid by Check #31625		06/24/2021	06/30/2021	06/30/2021		06/30/2021	1,265.00
		Vendor **22 - Moore Twining Associates Inc.** Totals				Invoices	10		$2,262.00
Vendor **899 - NBS**									
621000224	CFD Administration FY 21/22	Paid by Check #31626		06/20/2021	06/30/2021	06/30/2021		06/30/2021	1,168.93
621000225	Special District Admin. Services FY 21/22	Paid by Check #31626		06/20/2021	06/30/2021	06/30/2021		06/30/2021	6,852.67
		Vendor **899 - NBS** Totals				Invoices	2		$8,021.60
Vendor **142 - Office Depot BSD**									
177893061001	Office Supplies	Paid by Check #31627		06/15/2021	06/30/2021	06/30/2021		06/30/2021	56.95
177893061002	Office Supplies	Paid by Check #31627		06/24/2021	06/30/2021	06/30/2021		06/30/2021	16.17
		Vendor **142 - Office Depot BSD** Totals				Invoices	2		$73.12
Vendor **954 - Office Overload Printing & Design**									
17076	Inspection Notices	Paid by Check #31628		06/24/2021	06/30/2021	06/30/2021		06/30/2021	136.61
		Vendor **954 - Office Overload Printing & Design** Totals				Invoices	1		$136.61
Vendor **1708 - James Olvera**									
6/28/21	Anthem FY 21/22	Paid by Check #31629		06/28/2021	06/30/2021	06/30/2021		06/30/2021	130.51
		Vendor **1708 - James Olvera** Totals				Invoices	1		$130.51
Vendor **76 - Pacific Gas & Electric**									
618305447406/21	496 E Tulare	Paid by Check #31647		06/11/2021	06/30/2021	06/30/2021		06/30/2021	4,097.62
575149843766/21	139 K St	Paid by Check #31641		06/02/2021	06/30/2021	06/30/2021		06/30/2021	34.13
294652070086/21	Parks	Paid by Check #31639		06/11/2021	06/30/2021	06/30/2021		06/30/2021	122.67
602118118766/21	201 Uruapan	Paid by Check #31642		06/11/2021	06/30/2021	06/30/2021		06/30/2021	916.35
155771097456/21	1851 Kamm	Paid by Check #31638		06/14/2021	06/30/2021	06/30/2021		06/30/2021	1,838.97
831902407276/21	Parks	Paid by Check #31643		06/15/2021	06/30/2021	06/30/2021		06/30/2021	25.36
432339024696/21	Citrus Heights	Paid by Check #31640		06/16/2021	06/30/2021	06/30/2021		06/30/2021	62.18
854359817426/21	Parks	Paid by Check #31644		06/16/2021	06/30/2021	06/30/2021		06/30/2021	202.95
901837373536/21	Dunmore Homes	Paid by Check #31645		06/16/2021	06/30/2021	06/30/2021		06/30/2021	906.05
919617675886/21	Sierra/Buena Vista	Paid by Check #31646		06/16/2021	06/30/2021	06/30/2021		06/30/2021	69.01
134971623576/21	Kamm/Green	Paid by Check #31631		06/14/2021	06/30/2021	06/30/2021		06/30/2021	17,557.55
0008019450-9	2099 Sierra	Paid by Check #31630		06/15/2021	06/30/2021	06/30/2021		06/30/2021	129.17
156188827226/21	pw	Paid by Check #31632		06/15/2021	06/30/2021	06/30/2021		06/30/2021	114.38
338077954236/21	2007 Crawford`	Paid by Check #31633		06/15/2021	06/30/2021	06/30/2021		06/30/2021	1,073.38
917922255336/21	PW	Paid by Check #31636		06/16/2021	06/30/2021	06/30/2021		06/30/2021	895.33
954874984796/21	Alta/Nebraska	Paid by Check #31637		06/16/2021	06/30/2021	06/30/2021		06/30/2021	84.30
594966555036/21	6675 Ave 412	Paid by Check #31634		06/21/2021	06/30/2021	06/30/2021		06/30/2021	30.67
674421567816/21	6675 Ave 412	Paid by Check #31635		06/21/2021	06/30/2021	06/30/2021		06/30/2021	2,284.36
		Vendor **76 - Pacific Gas & Electric** Totals				Invoices	18		$30,444.43
Vendor **7 - Pena's Disposal Services**									

Accounts Payable Invoice Report

Payment Date Range 06/28/21 - 06/30/21
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
593229	Fy 20/21-Parks-Disposal service for Vuich park	Paid by Check #31648		06/18/2021	06/30/2021	06/30/2021	06/22/2021	06/30/2021	305.02
593235	Cust No. 01-153360	Paid by Check #31648		06/18/2021	06/30/2021	06/30/2021		06/30/2021	1,452.84
		Vendor **7 - Pena's Disposal Services** Totals				Invoices	2		$1,757.86
Vendor **1411 - Placer Title Company**									
P-399684 Febres	Placer Title APN 012-400-002 Febres	Paid by Check #31649		06/24/2021	06/30/2021	06/30/2021		06/30/2021	8,270.80
		Vendor **1411 - Placer Title Company** Totals				Invoices	1		$8,270.80
Vendor **1677 - Rodeo Wild West**									
06212021	BOOT ALLOWANCE - RICARDO DIAZ	Paid by Check #31650		06/21/2021	06/30/2021	06/30/2021		06/30/2021	150.00
		Vendor **1677 - Rodeo Wild West** Totals				Invoices	1		$150.00
Vendor **797 - Safety Network Traffic Control Services, Inc.**									
4751-55	FLASHING LIGHTS FOR BARRICADES, DELINEATORS	Paid by Check #31651		06/16/2021	06/30/2021	06/30/2021		06/30/2021	1,539.98
4751-59	DELINEATORS	Paid by Check #31651		06/23/2021	06/30/2021	06/30/2021		06/30/2021	2,375.45
		Vendor **797 - Safety Network Traffic Control Services, Inc.** Totals				Invoices	2		$3,915.43
Vendor **264 - Salinas Towing**									
4202021	TOW FOR UNIT 10	Paid by Check #31652		04/20/2021	06/30/2021	06/30/2021		06/30/2021	200.00
		Vendor **264 - Salinas Towing** Totals				Invoices	1		$200.00
Vendor **409 - The Shirt Shak**									
2085	Fy 20/21-Sports Prog-Staff t-shirts for Aquatics program	Paid by Check #31653		06/11/2021	06/30/2021	06/30/2021	06/25/2021	06/30/2021	195.21
		Vendor **409 - The Shirt Shak** Totals				Invoices	1		$195.21
Vendor **141 - Sirchie Finger Print Labs**									
0500616-IN	PD - Supplies - Gloves	Paid by Check #31654		06/16/2021	06/30/2021	06/30/2021		06/30/2021	750.11
		Vendor **141 - Sirchie Finger Print Labs** Totals				Invoices	1		$750.11
Vendor **431 - Sparkletts**									
5080520 062421	PD - Water Cooler Dispenser	Paid by Check #31655		06/24/2021	06/30/2021	06/30/2021		06/30/2021	121.75
		Vendor **431 - Sparkletts** Totals				Invoices	1		$121.75
Vendor **835 - Spence Fence Company Enterprise**									
17966	TEMP FENCE AT 1366 E PARK WAY	Paid by Check #31656		06/07/2021	06/30/2021	06/30/2021		06/30/2021	2,884.00
		Vendor **835 - Spence Fence Company Enterprise** Totals				Invoices	1		$2,884.00
Vendor **1447 - Monte Sylvester**									
6/28/21	FY 21/22	Paid by Check #31657		06/28/2021	06/30/2021	06/30/2021		06/30/2021	291.13
		Vendor **1447 - Monte Sylvester** Totals				Invoices	1		$291.13

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Payment Date Range 06/28/21 - 06/30/21
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 **301 - T&T Pavement Markings and Products, Inc.**									
2021221	T&T - REPAINT ALL EXISTING MARKINGS ON PALM DRIVE LOOP	Paid by Check #31658		06/08/2021	06/30/2021	06/30/2021		06/30/2021	14,780.00
	Vendor **301 - T&T Pavement Markings and Products, Inc.** Totals					Invoices		1	$14,780.00
Vendor **92 - Target Specialty Products**									
INVP500487876	WEED CONTROL AT WWTP	Paid by Check #31659		06/10/2021	06/30/2021	06/30/2021		06/30/2021	874.30
INVP500487881	WEED CONTROL AT WWTP	Paid by Check #31659		06/10/2021	06/30/2021	06/30/2021		06/30/2021	2,151.01
	Vendor **92 - Target Specialty Products** Totals					Invoices		2	$3,025.31
Vendor **1742 - Thom Black**									
2038.2-101	Thom Black Architect	Paid by Check #31660		03/01/2021	06/30/2021	06/30/2021		06/30/2021	1,150.00
2038.2-102	Thom Black Architect	Paid by Check #31660		06/20/2021	06/30/2021	06/30/2021		06/30/2021	3,850.00
	Vendor **1742 - Thom Black** Totals					Invoices		2	$5,000.00
Vendor **529 - Todd Companies**									
3 Retention	Todd Co Police Dept Parking Lot Expansion Retention	Paid by Check #31661		06/28/2021	06/30/2021	06/30/2021		06/30/2021	25,465.55
	Vendor **529 - Todd Companies** Totals					Invoices		1	$25,465.55
Vendor **311 - Top Dog Training Center**									
1406	PD - K9 Maintenance Training / Walker	Paid by Check #31662		06/27/2021	06/30/2021	06/30/2021		06/30/2021	90.00
	Vendor **311 - Top Dog Training Center** Totals					Invoices		1	$90.00
Vendor **1633 - Toyota Industries Commercial Finance, Inc.**									
4003174932	LITTER VACUUM LEASE PAYMENT	Paid by Check #31663		06/15/2021	06/30/2021	06/30/2021		06/30/2021	950.73
	Vendor **1633 - Toyota Industries Commercial Finance, Inc.** Totals					Invoices		1	$950.73
Vendor **49 - Tulare County**									
18506	Fy 20/21-CS-Plaque for Karla presented by council	Paid by Check #31664		06/15/2021	06/30/2021	06/30/2021	06/22/2021	06/30/2021	59.26
	Vendor **49 - Tulare County** Totals					Invoices		1	$59.26
Vendor **1577 - Union Pacific Railroad Company**									
90108529	Union Pacific Railroad South College Project	Paid by Check #31665		06/15/2021	06/30/2021	06/30/2021		06/30/2021	356.00
	Vendor **1577 - Union Pacific Railroad Company** Totals					Invoices		1	$356.00
Vendor **273 - US Bank**									
446056566	PD - Copiers Lease	Paid by Check #31666		06/17/2021	06/30/2021	06/30/2021		06/30/2021	907.08
	Vendor **273 - US Bank** Totals					Invoices		1	$907.08
Vendor **129 - Valley Industrial & Family Medical Group**									

Accounts Payable Invoice Report

Payment Date Range 06/28/21 - 06/30/21
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
430600	Fy 20/21-Parks-DOT Physical Exam-C.Widman	Paid by Check #31667		06/02/2021	06/30/2021	06/30/2021	06/28/2021	06/30/2021	100.00
		Vendor **129 - Valley Industrial & Family Medical Group** Totals				Invoices	1		$100.00
Vendor **354 - Verizon Wireless**									
9881952468	Finance	Paid by Check #31668		06/14/2021	06/30/2021	06/30/2021		06/30/2021	201.10
9879714797	June 2021	Paid by Check #31668		05/12/2021	06/30/2021	06/30/2021		06/30/2021	(187.09)
9879714798	June 2021	Paid by Check #31668		05/12/2021	06/30/2021	06/30/2021		06/30/2021	183.96
9881862853	July 2021	Paid by Check #31668		06/12/2021	06/30/2021	06/30/2021		06/30/2021	344.35
9881952467	July 2021	Paid by Check #31668		06/14/2021	06/30/2021	06/30/2021		06/30/2021	329.35
9881952466	Fy 20/21-Dept. monthly cell phone bill	Paid by Check #31668		06/14/2021	06/30/2021	06/30/2021	06/24/2021	06/30/2021	1,033.64
9881952465	ADMIN PHONE CHARGES	Paid by Check #31668		06/14/2021	06/30/2021	06/30/2021		06/30/2021	263.30
		Vendor **354 - Verizon Wireless** Totals				Invoices	7		$2,168.61
Vendor **104 - Vision Service Plan**									
812619162	FY 21/22	Paid by Check #31669		06/19/2021	06/30/2021	06/30/2021		06/30/2021	3,033.40
		Vendor **104 - Vision Service Plan** Totals				Invoices	1		$3,033.40
Vendor **807 - Western Alliance Bank**									
42041/C	Loan Repayment	Paid by Check #31670		05/12/2021	06/30/2021	06/30/2021		06/30/2021	273,207.11
		Vendor **807 - Western Alliance Bank** Totals				Invoices	1		$273,207.11
Vendor **967 - Western Building Materials, Co.**									
107791	PD REPAIR PARTS	Paid by Check #31671		06/24/2021	06/30/2021	06/30/2021		06/30/2021	357.94
		Vendor **967 - Western Building Materials, Co.** Totals				Invoices	1		$357.94
Vendor **962 - Willdan Financial Services**									
010-47947	Professional Services	Paid by Check #31672		05/19/2021	06/30/2021	06/30/2021		06/30/2021	600.00
		Vendor **962 - Willdan Financial Services** Totals				Invoices	1		$600.00
Vendor **1313 - Yepez Plumbing**									
6887	Admin Office Plumbing	Paid by Check #31673		06/28/2021	06/30/2021	06/30/2021		06/30/2021	190.00
		Vendor **1313 - Yepez Plumbing** Totals				Invoices	1		$190.00
Vendor **LIFT ENERGY CONSTRUCTION, INC.**									
REF2021-157	REFUND FOR CANCELLED PERMIT FY20/21	Paid by Check #31674		06/22/2021	06/30/2021	06/30/2021		06/30/2021	136.90
		Vendor **LIFT ENERGY CONSTRUCTION, INC.** Totals				Invoices	1		$136.90
				Grand Totals		Invoices	146		$2,222,809.26

Accounts Payable Invoice Report

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Report By Vendor - Invoice
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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor **72 - A-C Electric Company**									
54242	FY 2021 - TROUBLESHOOT COMMUNICATIONS AT WWTP	Paid by Check #31684		06/24/2021	07/09/2021	07/09/2021		07/09/2021	250.00
		Vendor **72 - A-C Electric Company** Totals				Invoices	1		$250.00
Vendor **263 - Advantek Benefit Administrators**									
7/2/21	FY 20/21	Paid by Check #31685		07/02/2021	07/09/2021	07/09/2021		07/09/2021	36,164.28
		Vendor **263 - Advantek Benefit Administrators** Totals				Invoices	1		$36,164.28
Vendor **344 - Alameda Electrical Distributors**									
S5056671.002	FY 2021 - TRAFFIC SIGNAL MODULE	Paid by Check #31686		06/15/2021	07/09/2021	07/09/2021		07/09/2021	121.52
		Vendor **344 - Alameda Electrical Distributors** Totals				Invoices	1		$121.52
Vendor **757 - Alexanders Electric Motor Shop**									
92050	FY 2021 - REPAIR 75 HP PUMP	Paid by Check #31687		03/31/2021	07/09/2021	07/09/2021		07/09/2021	1,920.00
		Vendor **757 - Alexanders Electric Motor Shop** Totals				Invoices	1		$1,920.00
Vendor **522 - Allstar Towing**									
37998	TOW FOR M 736	Paid by Check #31688		07/01/2021	07/09/2021	07/09/2021		07/09/2021	200.00
		Vendor **522 - Allstar Towing** Totals				Invoices	1		$200.00
Vendor **416 - Amber Chemical Inc.**									
0369313-IN	FY 2021 - CHLORINE FOR WELLS	Paid by Check #31689		06/23/2021	07/09/2021	07/09/2021		07/09/2021	597.94
		Vendor **416 - Amber Chemical Inc.** Totals				Invoices	1		$597.94
Vendor **289 - AT&T Mobility LLC**									
2872350721996/21	Telephone	Paid by Check #31691		06/16/2021	07/09/2021	07/09/2021		07/09/2021	71.48
2872932128686/21	PW	Paid by Check #31690		06/16/2021	07/09/2021	07/09/2021		07/09/2021	285.06
		Vendor **289 - AT&T Mobility LLC** Totals				Invoices	2		$356.54
Vendor **1044 - AutoZone, Inc.**									
2833367827	FY 2021 - REPAIR PARTS FOR M 735	Paid by Check #31692		06/24/2021	07/09/2021	07/09/2021		07/09/2021	43.38
2833375014	REPAIR PARTS FOR PD 14	Paid by Check #31692		07/02/2021	07/09/2021	07/09/2021		07/09/2021	169.43
		Vendor **1044 - AutoZone, Inc.** Totals				Invoices	2		$212.81
Vendor **1055 - BBVA Compass**									
5/31/21	Loan 0000000018 FY 2022	No Need		05/31/2021	07/09/2021	07/09/2021			62,858.07
		Vendor **1055 - BBVA Compass** Totals				Invoices	1		$62,858.07
Vendor **1739 - BLD Consulting**									
211454	7/1/21 - 6/30/22 FY 2022	Paid by Check #31693		06/15/2021	07/09/2021	07/09/2021		07/09/2021	2,400.00
		Vendor **1739 - BLD Consulting** Totals				Invoices	1		$2,400.00
Vendor **116 - BSK Analytical Laboratories**									

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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
AE13991	FY 2021 - WATER SAMPLE TESTING - WATER DEPT	Paid by Check #31694		06/28/2021	07/09/2021	07/09/2021		07/09/2021	152.00
AE13992	FY 2021 - WATER SAMPLE TESTING - WATER DEPT	Paid by Check #31694		06/28/2021	07/09/2021	07/09/2021		07/09/2021	13.50
		Vendor **116 - BSK Analytical Laboratories** Totals				Invoices		2	$165.50
Vendor **131 - CalTronics**									
3280086	PD - Records Fax Machine Supplies	Paid by Check #31695		06/25/2021	07/09/2021	07/09/2021		07/09/2021	117.67
		Vendor **131 - CalTronics** Totals				Invoices		1	$117.67
Vendor **305 - Cartozian Air Conditioning and Heating Inc.**									
17500	Fy 20/21-CS-HVAC unit serv call & repairs @ CPR building on 6/21	Paid by Check #31696		06/21/2021	07/09/2021	07/09/2021	07/06/2021	07/09/2021	197.13
17450	Fy 20/21-CS-HVAC unit serv call & repairs @ CPR building on 6/28	Paid by Check #31696		06/28/2021	07/09/2021	07/09/2021	07/06/2021	07/09/2021	1,118.48
17449	PD - Daikin Unit Diagnostic/Labor	Paid by Check #31696		06/24/2021	07/09/2021	07/09/2021		07/09/2021	170.00
17510	FY 20/21 Cartozians A/C Repairs WWTP	Paid by Check #31696		06/21/2021	07/09/2021	07/09/2021		07/09/2021	166.38
		Vendor **305 - Cartozian Air Conditioning and Heating Inc.** Totals				Invoices		4	$1,651.99
Vendor **246 - Central San Joaquin Valley Risk Management Auth.**									
RMA 2022-0010	21/22 1st Quarter Deposits	Paid by Check #31697		07/02/2021	07/09/2021	07/09/2021		07/09/2021	481,785.00
		Vendor **246 - Central San Joaquin Valley Risk Management Auth.** Totals				Invoices		1	$481,785.00
Vendor **8 - City of Dinuba**									
2021 Soccer	Sponsorship	Paid by Check #31698		07/06/2021	07/09/2021	07/09/2021		07/09/2021	250.00
		Vendor **8 - City of Dinuba** Totals				Invoices		1	$250.00
Vendor **369 - City of Kingsburg**									
22	Firemed Memberships 4/28/2021 - 6/30/2021	Paid by Check #31699		06/30/2021	07/09/2021	07/09/2021		07/09/2021	55.00
		Vendor **369 - City of Kingsburg** Totals				Invoices		1	$55.00
Vendor **824 - City of Selma**									
21	Firemed Memberships 4/28/2021 - 6/30/2021	Paid by Check #31700		06/30/2021	07/09/2021	07/09/2021		07/09/2021	55.00
		Vendor **824 - City of Selma** Totals				Invoices		1	$55.00
Vendor **274 - Code Publishing Company**									
69020	Municipal Code Web Update	Paid by Check #31701		02/24/2021	07/09/2021	07/09/2021		07/09/2021	42.75
70257	Web Update	Paid by Check #31701		06/30/2021	07/09/2021	07/09/2021		07/09/2021	205.50
		Vendor **274 - Code Publishing Company** Totals				Invoices		2	$248.25
Vendor **1419 - Collins & Schoettler Planning Consultant, Inc.**									

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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
1192	Collins Schoettler Planning Support	Paid by Check #31702		07/06/2021	07/09/2021	07/09/2021		07/09/2021	4,702.50
	Vendor **1419 - Collins & Schoettler Planning Consultant, Inc.** Totals					Invoices	1		$4,702.50
Vendor **170 - Comcast**									
0191269 6/22/21	201 Uruapan	Paid by Check #31704		06/22/2021	07/09/2021	07/09/2021		07/09/2021	269.83
0002177 6/27/21	1390 Elizabeth	Paid by Check #31705		06/27/2021	07/09/2021	07/09/2021		07/09/2021	88.60
0181138 6/27/21	180 W Merced	Paid by Check #31706		06/27/2021	07/09/2021	07/09/2021		07/09/2021	479.10
0136611 06/21	PD - 07/01/2021 - 07/31/2021 Billing Charges	Paid by Check #31703		06/26/2021	07/09/2021	07/09/2021		07/09/2021	54.25
	Vendor **170 - Comcast** Totals					Invoices	4		$891.78
Vendor **3 - Culligan Water**									
173755	PORTABLE EXCHANGE TANK - PW	Paid by Check #31707		06/30/2021	07/09/2021	07/09/2021		07/09/2021	77.00
174109	PORTABLE EXCHANGE TANK, 1 HIC SERVICE, DI RENTAL - WWTP	Paid by Check #31707		06/30/2021	07/09/2021	07/09/2021		07/09/2021	74.00
	Vendor **3 - Culligan Water** Totals					Invoices	2		$151.00
Vendor **77 - Department of Justice**									
519741	PD - June 2021 - Fingerprints Service	Paid by Check #31708		06/30/2021	07/09/2021	07/09/2021		07/09/2021	430.00
	Vendor **77 - Department of Justice** Totals					Invoices	1		$430.00
Vendor **30 - Dinuba Chamber of Commerce**									
1115	Membership	Paid by Check #31709		07/01/2021	07/09/2021	07/09/2021		07/09/2021	450.00
	Vendor **30 - Dinuba Chamber of Commerce** Totals					Invoices	1		$450.00
Vendor **200 - Dinuba Unified School District**									
1685	DSC Senior Lunches - June 2021	Paid by Check #31710		07/06/2021	07/09/2021	07/09/2021		07/09/2021	4,950.00
	Vendor **200 - Dinuba Unified School District** Totals					Invoices	1		$4,950.00
Vendor **69 - Don's Shoes**									
11371	FY 2021 - BOOT ALLOWANCE - JOEL RAMIREZ	Paid by Check #31711		06/10/2021	07/09/2021	07/09/2021		07/09/2021	161.67
	Vendor **69 - Don's Shoes** Totals					Invoices	1		$161.67
Vendor **62 - Ed Dena's Auto Center**									
306052	FY 2021 - REPAIR PARTS FOR M 735	Paid by Check #31712		06/28/2021	07/09/2021	07/09/2021		07/09/2021	56.89
306066	FY 2021 - REPAIR PARTS FOR M 735	Paid by Check #31712		06/30/2021	07/09/2021	07/09/2021		07/09/2021	97.25
	Vendor **62 - Ed Dena's Auto Center** Totals					Invoices	2		$154.14
Vendor **23 - Entenmann-Rovin Co.**									
0159442-IN	Badges	Paid by Check #31713		06/28/2021	07/09/2021	07/09/2021		07/09/2021	247.97

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
		Vendor **23 - Entenmann-Rovin Co.** Totals				Invoices	1		$247.97
Vendor **1506 - Enterprise FM Trust**									
FBN4247111	PD - (3) Malibus & (2) Durangos Lease	Paid by Check #31714		07/03/2021	07/09/2021	07/09/2021		07/09/2021	2,836.04
FBN4247038	Enterprise Fleet July	Paid by Check #31714		07/03/2021	07/09/2021	07/09/2021		07/09/2021	6,848.84
		Vendor **1506 - Enterprise FM Trust** Totals				Invoices	2		$9,684.88
Vendor **280 - Entersect**									
621EP31191	PD - June 2021 Service	Paid by Check #31715		06/30/2021	07/09/2021	07/09/2021		07/09/2021	100.00
		Vendor **280 - Entersect** Totals				Invoices	1		$100.00
Vendor **442 - Fastenal Company**									
CAREE46916	FY 2021 - GLOVES FOR WWTP	Paid by Check #31716		06/14/2021	07/09/2021	07/09/2021		07/09/2021	379.53
		Vendor **442 - Fastenal Company** Totals				Invoices	1		$379.53
Vendor **35 - Federal Express Corporation**									
7517048361	PD - Delivery Service	Paid by Check #31717		06/17/2021	07/09/2021	07/09/2021		07/09/2021	260.40
		Vendor **35 - Federal Express Corporation** Totals				Invoices	1		$260.40
Vendor **252 - Geil Enterprises, Inc.**									
399667	PD - July - 2021 Entre Access Software Support - Services	Paid by Check #31718		07/01/2021	07/09/2021	07/09/2021		07/09/2021	90.00
399647	FIRE ALARM MONITORING JULY - SEPT 2021, CNG FACILITY	Paid by Check #31718		07/01/2021	07/09/2021	07/09/2021		07/09/2021	270.00
400051	FIRE ALARM MONITORING JUL - SEPT 2021, PW FACILITY	Paid by Check #31718		07/01/2021	07/09/2021	07/09/2021		07/09/2021	377.00
		Vendor **252 - Geil Enterprises, Inc.** Totals				Invoices	3		$737.00
Vendor **379 - Guardian EMS Products**									
9159	Supplies	Paid by Check #31719		06/30/2021	07/09/2021	07/09/2021		07/09/2021	56.42
		Vendor **379 - Guardian EMS Products** Totals				Invoices	1		$56.42
Vendor **605 - Frank Guerra**									
7/2/21	Miscellaneous	Paid by Check #31720		07/02/2021	07/09/2021	07/09/2021		07/09/2021	185.41
		Vendor **605 - Frank Guerra** Totals				Invoices	1		$185.41
Vendor **139 - Henry Schein Inc.**									
95332608	Supplies	Paid by Check #31721		06/23/2021	07/09/2021	07/09/2021		07/09/2021	96.02
95332846	Supplies	Paid by Check #31721		06/23/2021	07/09/2021	07/09/2021		07/09/2021	288.07
95332921	Supplies	Paid by Check #31721		06/23/2021	07/09/2021	07/09/2021		07/09/2021	384.09
95480466	Supplies	Paid by Check #31721		06/28/2021	07/09/2021	07/09/2021		07/09/2021	182.04
		Vendor **139 - Henry Schein Inc.** Totals				Invoices	4		$950.22
Vendor **1150 - Hoffman Security**									
528618	DSC - Security Monitoring	Paid by Check #31722		06/20/2021	07/09/2021	07/09/2021		07/09/2021	105.00

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		Vendor **1150 - Hoffman Security** Totals				Invoices		1	$105.00
Vendor **174 - Howard's Pest Control**									
97552	July 2021	Paid by Check #31723		07/02/2021	07/09/2021	07/09/2021		07/09/2021	83.00
		Vendor **174 - Howard's Pest Control** Totals				Invoices		1	$83.00
Vendor **974 - InfoSend, Inc.**									
193799	FY 21 UTILITY PRINT AND MAIL-JUNE 2021	Paid by Check #31724		06/30/2021	07/09/2021	07/09/2021		07/09/2021	3,535.02
		Vendor **974 - InfoSend, Inc.** Totals				Invoices		1	$3,535.02
Vendor **1414 - Jameson Hydro Crane Service LLC**									
2499	FY 2021 - 40 TON CRANE, A-DIGESTER AERATORS - WWTP	Paid by Check #31725		04/01/2021	07/09/2021	07/09/2021		07/09/2021	840.00
		Vendor **1414 - Jameson Hydro Crane Service LLC** Totals				Invoices		1	$840.00
Vendor **1740 - JAMS, Inc**									
5766906	Dokken	Paid by Check #31726		06/30/2021	07/09/2021	07/09/2021		07/09/2021	3,325.67
		Vendor **1740 - JAMS, Inc** Totals				Invoices		1	$3,325.67
Vendor **279 - JMP Office Technologies**									
INST269538	FY 22 Contract Postage Meter	Paid by Check #31727		06/14/2021	07/09/2021	07/09/2021		07/09/2021	542.08
		Vendor **279 - JMP Office Technologies** Totals				Invoices		1	$542.08
Vendor **5 - Jorgensen & Co.**									
5951507	Service	Paid by Check #31728		06/29/2021	07/09/2021	07/09/2021		07/09/2021	62.14
5950695	FY 2021 - SEMI ANNUAL ANSUL SYSTEM SERVICE - SENIOR CENTER	Paid by Check #31728		06/23/2021	07/09/2021	07/09/2021		07/09/2021	185.34
		Vendor **5 - Jorgensen & Co.** Totals				Invoices		2	$247.48
Vendor **1403 - Kings Industrial Occupational Medical Center, Inc.**									
113701	Professional Services	Paid by Check #31729		06/04/2021	07/09/2021	07/09/2021		07/09/2021	2,224.33
		Vendor **1403 - Kings Industrial Occupational Medical Center, Inc.** Totals				Invoices		1	$2,224.33
Vendor **512 - Koff & Associates Inc.**									
013400	FY 21/22	Paid by Check #31730		07/01/2021	07/09/2021	07/09/2021		07/09/2021	5,308.75
		Vendor **512 - Koff & Associates Inc.** Totals				Invoices		1	$5,308.75
Vendor **449 - Les Schwab Tire Centers of Central California**									
55100254824	FY 2021 - TIRES FOR TRAILER T 10	Paid by Check #31731		06/29/2021	07/09/2021	07/09/2021		07/09/2021	153.11
55100254923	FY 2021 - TIRES FOR TRAILER T 10	Paid by Check #31731		06/30/2021	07/09/2021	07/09/2021		07/09/2021	459.32
		Vendor **449 - Les Schwab Tire Centers of Central California** Totals				Invoices		2	$612.43

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Vendor **1181 - McCormick, Kabot, Jenner & Lew**									
13335	Legal Services (lawyers)	Paid by Check #31732		05/25/2021	07/09/2021	07/09/2021		07/09/2021	2,052.00
13336	Retainer	Paid by Check #31732		05/25/2021	07/09/2021	07/09/2021		07/09/2021	3,300.00
		Vendor **1181 - McCormick, Kabot, Jenner & Lew** Totals				Invoices		2	$5,352.00
Vendor **22 - Moore Twining Associates Inc.**									
1370484	FY 2021 - WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #31733		06/29/2021	07/09/2021	07/09/2021		07/09/2021	88.00
1370485	FY 2021 - WATER SAMPLE TESTING WWTP - IN HOUSE	Paid by Check #31733		06/29/2021	07/09/2021	07/09/2021		07/09/2021	70.00
1370554	FY 2021 - WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #31733		06/30/2021	07/09/2021	07/09/2021		07/09/2021	88.00
		Vendor **22 - Moore Twining Associates Inc.** Totals				Invoices		3	$246.00
Vendor **142 - Office Depot BSD**									
177929673001	FY 21- OFFICE SUPPLIES	Paid by Check #31734		06/17/2021	07/09/2021	07/09/2021		07/09/2021	197.39
		Vendor **142 - Office Depot BSD** Totals				Invoices		1	$197.39
Vendor **76 - Pacific Gas & Electric**									
316657841906/21	3007 Kamm	Paid by Check #31741		06/18/2021	07/09/2021	07/09/2021		07/09/2021	24.64
502221469096/21	Parkside Village	Paid by Check #31738		06/22/2021	07/09/2021	07/09/2021		07/09/2021	207.26
519248951326/21	502 RD 72	Paid by Check #31739		06/24/2021	07/09/2021	07/09/2021		07/09/2021	10.67
777130818086/21	200 RD 72	Paid by Check #31740		06/24/2021	07/09/2021	07/09/2021		07/09/2021	9.86
723267973796/21	Utilities	Paid by Check #31737		06/16/2021	07/09/2021	07/09/2021		07/09/2021	13,726.96
361657103896/21	2099 Sierra	Paid by Check #31735		06/22/2021	07/09/2021	07/09/2021		07/09/2021	8,535.51
640799572506/21	Utilities	Paid by Check #31736		06/24/2021	07/09/2021	07/09/2021		07/09/2021	3,125.33
		Vendor **76 - Pacific Gas & Electric** Totals				Invoices		7	$25,640.23
Vendor **254 - Patton Air Conditioning**									
148728	Maintenance	Paid by Check #31742		06/16/2021	07/09/2021	07/09/2021		07/09/2021	845.00
148807	Maintenance	Paid by Check #31742		06/23/2021	07/09/2021	07/09/2021		07/09/2021	4,108.00
		Vendor **254 - Patton Air Conditioning** Totals				Invoices		2	$4,953.00
Vendor **1565 - Quadient Finance USA, Inc.**									
58354838	Meter Rental Maintenance	Paid by Check #31743		04/02/2021	07/09/2021	07/09/2021		07/09/2021	630.60
		Vendor **1565 - Quadient Finance USA, Inc.** Totals				Invoices		1	$630.60
Vendor **1746 - Recreational Surface Repair**									
21009	Fy 20/21-Parks/CS-Surfacing job for pickel ball courts	Paid by Check #31744		06/24/2021	07/09/2021	07/09/2021	06/30/2021	07/09/2021	8,600.00
		Vendor **1746 - Recreational Surface Repair** Totals				Invoices		1	$8,600.00
Vendor **38 - Reedley Irrigation System**									
RIS-POS02-33503	FY 2021 - WWTP SUPPLIES	Paid by Check #31745		06/30/2021	07/09/2021	07/09/2021		07/09/2021	43.22

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			Vendor **38 - Reedley Irrigation System** Totals			Invoices	1		$43.22
Vendor **42 - Scout Specialties**									
146289	FY 2021 - GLOVES FOR SHOP	Paid by Check #31746		06/16/2021	07/09/2021	07/09/2021		07/09/2021	621.71
			Vendor **42 - Scout Specialties** Totals			Invoices	1		$621.71
Vendor **61 - Silvas Oil Company Inc.**									
171104CT	June 2021	Paid by Check #31747		06/30/2021	07/09/2021	07/09/2021		07/09/2021	955.75
			Vendor **61 - Silvas Oil Company Inc.** Totals			Invoices	1		$955.75
Vendor **189 - Terminix International**									
409088602	PD - Pest Control Service	Paid by Check #31748		06/17/2021	07/09/2021	07/09/2021		07/09/2021	60.00
			Vendor **189 - Terminix International** Totals			Invoices	1		$60.00
Vendor **1744 - TNT Towing LLC**									
21-26669	FY 2021 - TOW FOR BUS 7	Paid by Check #31749		06/02/2021	07/09/2021	07/09/2021		07/09/2021	300.00
			Vendor **1744 - TNT Towing LLC** Totals			Invoices	1		$300.00
Vendor **1633 - Toyota Industries Commercial Finance, Inc.**									
4003186515	FY 2021 ; Polaris Lease Payment	Paid by Check #31750		06/26/2021	07/09/2021	07/09/2021		07/09/2021	296.74
			Vendor **1633 - Toyota Industries Commercial Finance, Inc.** Totals			Invoices	1		$296.74
Vendor **54 - Tulare County Economic Development**									
792	FY 21/22	Paid by Check #31751		07/01/2021	07/09/2021	07/09/2021		07/09/2021	15,000.00
			Vendor **54 - Tulare County Economic Development** Totals			Invoices	1		$15,000.00
Vendor **1041 - UPS**									
0000Y64A59261	Shipping	Paid by Check #31752		06/26/2021	07/09/2021	07/09/2021		07/09/2021	26.67
			Vendor **1041 - UPS** Totals			Invoices	1		$26.67
Vendor **273 - US Bank**									
446661928	FY 2021 - ACCT# 530029 - PW COPIER	Paid by Check #31753		06/25/2021	07/09/2021	07/09/2021		07/09/2021	838.46
			Vendor **273 - US Bank** Totals			Invoices	1		$838.46
Vendor **1434 - Vast Networks**									
29008	Internet	Paid by Check #31754		07/01/2021	07/09/2021	07/09/2021		07/09/2021	4,554.07
			Vendor **1434 - Vast Networks** Totals			Invoices	1		$4,554.07
Vendor **354 - Verizon Wireless**									
9881952469	FY 21/22	Paid by Check #31755		06/14/2021	07/09/2021	07/09/2021		07/09/2021	181.97
			Vendor **354 - Verizon Wireless** Totals			Invoices	1		$181.97
Vendor **27 - The Visalia Times Delta**									
0003846684	FF/Medic Recruitment	Paid by Check #31756		04/01/2021	07/09/2021	07/09/2021		07/09/2021	599.00
0003889540	FF/Medic Recruitment	Paid by Check #31756		05/01/2021	07/09/2021	07/09/2021		07/09/2021	104.16

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		Vendor **27 - The Visalia Times Delta** Totals				Invoices	2		$703.16
Vendor **1382 - XiO, Inc.**									
201211869	MONTHLY PAYMENT FOR PHASE II	Paid by Check #31757		07/01/2021	07/09/2021	07/09/2021		07/09/2021	1,967.79
		Vendor **1382 - XiO, Inc.** Totals				Invoices	1		$1,967.79
Vendor **209 - Zweigle Septic Service**									
35747	PD - Hand-wash Station	Paid by Check #31758		07/05/2021	07/09/2021	07/09/2021		07/09/2021	65.00
		Vendor **209 - Zweigle Septic Service** Totals				Invoices	1		$65.00
Vendor **Cindy Juarez**									
Refund fees	Fy 20/21-Refund on Food Vendor @ 7/3/21 celebration	Paid by Check #31759		06/30/2021	07/09/2021	07/09/2021	06/30/2021	07/09/2021	142.00
		Vendor **Cindy Juarez** Totals				Invoices	1		$142.00
Vendor **PERFECT CARE LANDSCAPE AND MAINTENANCE**									
CWM2021-05	FY 2021	Paid by Check #31760		06/23/2021	07/09/2021	07/09/2021		07/09/2021	739.44
		Vendor **PERFECT CARE LANDSCAPE AND MAINTENANCE** Totals				Invoices	1		$739.44
				Grand Totals		Invoices	99		$702,841.45

CITY OF DINUBA
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City Council Staff Report

Department: CITY MANAGER'S OFFICE July 13, 2021

To: Mayor and City Council

From: Linda Barkley, City Clerk

Subject: Cancellation of City Council Meetings Scheduled on July 27 and August 24, 2021 (LB)

RECOMMENDATION

Council to consider cancellation of the City Council meetings of July 27 and August 24, 2021.

EXECUTIVE SUMMARY

The City Council has routinely cancelled Council meetings in July or August due to summer vacations and other conflicts. Staff is requesting that the Council consider cancellation of the July 27 and August 24, 2021 meetings.

OUTSTANDING ISSUES

None.

DISCUSSION

Each year the City Council traditionally cancels a meeting in July or August due to summer vacations and Council Members planned absences. Last year the City Council cancelled the meeting of July 28, 2020, due to the planned extended absence of Council Members. The request before the Council is to cancel the meetings of July 27 and August 24, 2021 for similar reasons.

Staff does not anticipate extraordinary agenda items for the meetings. If an item or items require action, staff will notify the Council and plan for the regularly scheduled meeting or schedule a special meeting as warranted.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.

CITY OF DINUBA
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City Council Staff Report

Department: CITY MANAGER'S OFFICE July 13, 2021

To: Mayor and City Council

From: Linda Barkley, City Clerk

Subject: Delta Mosquito and Vector Control District Proposed Funding Measure (LB)

RECOMMENDATION

Council to approve a proposed assessment in favor of the Delta Mosquito and Vector Control District measure to fund mosquito, vector, and disease control services, and authorize the City Manager to cast the ballots in favor, on behalf of the City of Dinuba-owned properties.

EXECUTIVE SUMMARY

The City of Dinuba owns several properties within the sphere of the Delta Mosquito and Vector Control District and therefore considered a "voter" for purposes of the proposed funding measure. The voters within the District are being asked to cast their ballots for or against a funding measure to ensure continued and improved mosquito, vector, and disease control services.

OUTSTANDING ISSUES

None.

DISCUSSION

The City of Dinuba received several ballots from the Delta Mosquito and Vector Control District (District) concerning a proposed funding measure to continue and improve mosquito, vector, and disease control services within the community. The District is in place to protect the public from mosquito-borne diseases, mosquito nuisances in northern Tulare County which includes Visalia, Dinuba, Exeter, Farmersville, Woodlake, Cutler, Orosi, and Ivanhoe and has been doing so since 1922. The District is the sole provider of year-round mosquito and vector control services. It is an independent special district governed by a local seven-member Board of Trustees.

In years 2010 to 2019 the District received funding assessments of approximately $1 million per year which had been approved by property owners. The assessment expired in 2019 and therefore a budget shortfall occurred in funding for the portion dedicated to comprehensive mosquito and vector control services.

In recent years a significant increase has occurred in the local population of invasive Yellow fever mosquito, Aedes aegypti, which can spread dengue fever, chikungunya, Zika fever, Mayaro, yellow fever viruses, and other disease agents. Controlling the Aedes aegypti requires monitoring, testing and treatment to keep the community healthy and safe. The District is proposing the assessment to address increased costs associated with invasive species. The District proposes to use the funding to continue and improve year-round control of invasive mosquitoes and the diseases they carry and be better prepared to deal with other invasive mosquito species thought to be a threat to District residents.

The District is proposing to spread the assessment to each property based on the estimated special benefit received. This method is based on the relative special benefit to a property in relation to a single family home, the type of property, and its size. Attached is an Engineer's Report (Attachment 'A') describing the proposed improvements, method and basis upon which the assessments were calculated. The report may also be found at www.deltavcd.com.

The assessment proposes to provide the following services:

- Control mosquito-breeding sources with environmentally sound products wherever mosquito larvae or pupae are found.
- Testing for diseases that can be carried by invasive Aedes aegypti mosquito.
- Respond rapidly to service requests concerning mosquitos, insects, and other vectors.
- Conduct environmentally safe adult mosquito control when necessary to protect public health.
- Continue to provide free mosquito-eating fish to property owners for backyard ponds and other water features.

The base annual assessment is proposed to be $12.50 but the proposed base assessment for other property is calculated based on factors such as the number of dwelling units, parcel size, etc. Again, the Engineer's Report lists the calculations for each property type. The total estimated amount assessed to the entire area subject to the assessment is $1,023,546 for fiscal year 2021/2022. Should the City Council choose to vote in favor the proposed assessment and should the measure be approved by the constituency within the voting District, the City of Dinuba's assessment costs in fiscal year 2021/2022 would be $1,477.23 based upon the 157 City-owned properties within the voting District.

The assessment, if approved, will be continued in future years as long as the Board of Trustees approves an annual resolution for continuation of the assessment. The assessment may only be increased for inflation in future years by an amount equal to the change in the Western Region's Pacific Division Consumer Price Index for all Urban Consumers (CPI), not to exceed 3% per year. The annual adjustment must be reviewed and approved at an annual public meeting to help keep the assessment revenues in line with the cost of providing the services in future years.

A public hearing will be held on the matter on Wednesday, July 21, 2021 at 4:30 pm at the Delta MVCD District Office at 1737 West Houston Avenue, Visalia, CA 93291. The public is encouraged to attend the meeting where tabulation of the returned ballots will occur. A special meeting will be held Wednesday, July 28, 2021 to announce the results of the tabulation. Funds from the assessment can only be used to provide mosquito and vector control services within the Delta Mosquito and Vector Control District.

FISCAL IMPACT

The total proposed levy for fiscal year 2021/2022 is $1,477.23 for the City of Dinuba. The levy may increase due to the CPI in subsequent years but not by more than 3% per fiscal year.

PUBLIC HEARING

None required.

ATTACHMENTS:

A. Delta MVCD Engineer's Report

ATTACHMENT "A"

DELTA MOSQUITO AND VECTOR CONTROL DISTRICT

IMPROVED MOSQUITO, VECTOR AND DISEASE TESTING AND CONTROL ASSESSMENT

ENGINEER'S REPORT

FISCAL YEAR 2021-22

MAY 2021

PURSUANT TO THE HEALTH AND SAFETY CODE, GOVERNMENT CODE AND ARTICLE XIIID OF THE CALIFORNIA CONSTITUTION

ENGINEER OF WORK:

SCIConsultingGroup

4745 MANGELS BOULEVARD

FAIRFIELD, CALIFORNIA 94534

PHONE 707.430.4300

FAX 707.430.4319

WWW.SCI-CG.COM

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DELTA VECTOR CONTROL DISTRICT

BOARD OF TRUSTEES

Greg Gomez	City of Farmersville	Board President
Belen Gomez	City of Woodlake	Board Secretary
Kevin Caskey	County of Tulare	Board Member
Rosemary Hellwig	City of Exeter	Board Member
Michael Cavanagh	City of Visalia	Board Member
Larry Roberts	City of Dinuba	Board Member
Linda Guttierrez	County of Tulare	Board Member

DISTRICT MANAGER

Dr. Mustapha Debboun

ENGINEER OF WORK

SCI Consulting Group
Lead Assessment Engineer, John Bliss, M. Eng., P.E.

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INTRODUCTION

OVERVIEW AND HISTORY OF THE DELTA MOSQUITO AND VECTOR CONTROL DISTRICT

The Delta Mosquito and Vector Control District was established in 1922 to address chronic Malaria, as well as elevated pest mosquito populations, in northwest Tulare County. The District's responsibilities were expanded in the mid 1960's to include control of other disease-carrying insects and rodents (called "vectors"). In 1972, the District's name was changed from the "Delta Mosquito Abatement District" to the "Delta Vector Control District." In April 2021, the District changed its name to include Mosquito in the title. The official name is "Delta Mosquito and Vector Control District," (referred to as the "District" or "Delta MVCD" throughout this report) in order to reflect all the services provided by the District.

The District serves northwestern Tulare County, covering an area of 712 square miles. The District provides its services to properties accommodating approximately 240,000 residents and is the only public agency providing year-round mosquito and vector control and vector-borne disease protection and prevention services in this area of Tulare County.

The Delta Mosquito and Vector Control District is governed by a Board of Trustees (the "Board") with one trustee appointed by each of the five incorporated cities located within the District (Dinuba, Exeter, Farmersville, Visalia and Woodlake); and two trustees appointed by the County Board of Supervisors. The Board meetings are held at 4:30 pm on the second Wednesday of every month, and the public is invited to attend.

The District provides mosquito control; surveillance of flies, ticks, and other vectors; and disease control services within its boundaries. The District's services are available to all properties within its jurisdiction. The purpose of the Delta Mosquito and Vector Control District is to reduce the risk of vector-borne disease and mosquito nuisance to property and the inhabitants of property within the District. The District's core services are summarized as follows:

- Early detection of public health threats through comprehensive vector surveillance
- Reducing vectors or exposure to vectors that transmit diseases
- Appropriate, timely response to requests to prevent/control vector-borne diseases on property
- Public education about mosquitoes and other vectors, the diseases they carry, and how residents can help control them on their property

The Delta Mosquito and Vector Control District employs an integrated mosquito and vector control strategy which particularly emphasizes surveillance and testing to determine thresholds for treatment, and prioritizes and narrowly focuses response approaches in support of a strategic, comprehensive mosquito and vector control program. The District has had considerable success with this strategy to reduce mosquito and vector populations, especially in its response to the threat of West Nile virus and other public health issues.

CURRENT FUNDING FOR VECTOR CONTROL PROGRAM IS INADEQUATE

The District is currently funded primarily by ad valorem property taxes in the amount of approximately $3 million per year. From 2010 to 2019 the District received funding from a property-owner approved assessment of approximately $1 million per year which supported comprehensive mosquito and vector control services as well as the development of the District's laboratory. This assessment expired in 2019 after the development costs of the laboratory had been paid off, leaving a structural budget shortfall in funding for the portion dedicated to comprehensive mosquito and vector control services.

Moreover, in recent years there has been a significant increase in local population of the invasive yellow fever mosquito, *Aedes aegypti*, in Tulare County. This mosquito can spread dengue fever, chikungunya, Zika fever, Mayaro, yellow fever viruses, and other disease agents, and is particularly expensive to control. To control the *Aedes aegypti* population, focused monitoring, testing, and treatment are required.

Hence, the District is proposing this assessment to replace the funding from the assessment that expired in 2019 and to address increased costs associated with addressing the invasive *Aedes aegypti*. With an additional funding source, the District would be able to continue providing and improving year-round control of invasive mosquitoes, such as the *Aedes aegypti,* and the diseases they carry. As well as be better prepared for the potential introduction of any other invasive mosquito species or emerging disease which may threaten the District residents.

<u>Summary of the Proposed Benefit Assessment Rates and Revenue</u>

As well-described and well-supported later in this Engineer's Report, the proposed rates for the proposed new benefit assessment are:

FIGURE 1 – SINGLE FAMILY HOME RATE SUMMARY

Zone	Schedule	Proposed Rate
A	per year	**$12.50**
B	per year	**$6.25**

Note: These are the rates for single family homes. Other property uses (vacant, commercial, office, multi-family, etc.) would be assessed differently as described in the Assessment Apportionment section.

The proposed Benefit Assessment would generate **$1,023,546** per year.

THE PROPOSED BENEFIT ASSESSMENT MUST BE COMPLIANT WITH PROPOSITION 218

This proposed assessment is formed consistent with Proposition 218, The Right to Vote on Taxes Act, which was approved by the voters of California on November 6, 1996, and is now Article XIIIC and XIIID of the California Constitution. Proposition 218 provides for benefit assessments to be levied to fund the cost of providing services, improvements, as well as maintenance and operation expenses to a public improvement which benefits the assessed property.

Proposition 218 describes a number of important requirements, including a property-owner balloting, for the formation and continuation of assessments, and these requirements are satisfied by the process used to establish this assessment. When Proposition 218 was initially approved in 1996, it allowed for certain types of assessments to be "grandfathered" in, and these were exempted from the property–owner balloting requirement.

> *Beginning July 1, 1997, all existing, new, or increased assessments shall comply with this article. Notwithstanding the foregoing, the following assessments existing on the effective date of this article shall be exempt from the procedures and approval process set forth in Section 4:*
> *(a) Any assessment imposed exclusively to finance the capital costs or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage systems or vector control.*

Vector control was specifically "grandfathered in," underscoring the fact that the drafters of Proposition 218 and the voters who approved it were satisfied that funding for vector control is an appropriate use of benefit assessments, and therefore confers special benefit to property.

COMPLIANCE WITH PROPOSITION 218'S SUBSTANTIVE REQUIREMENTS

Proposition 218 authorizes and describes the process for the imposition of benefit assessments for certain governmental services and improvements, including vector control, for services over and above baseline services.

The Services proposed to be provided by the District are over and above the (currently diminishing and inconsistent) baseline level of service that would be provided if the measure is not approved. The formula below describes the relationship between the final level of service, the existing baseline level of service, and the enhanced level of service to be funded by the proposed assessment.

Final Level of Service	=	**Baseline Level of Service**	+	**Enhanced Level of Service**

The Baseline Level of Services currently fluctuates significantly each year, depending on available funding, and is expected to diminish each year. The proposed Enhanced Level of Services is based upon **$1,023,564** generated from the proposed Benefit Assessment. The Final Level of Services is the sum of the Baseline and Enhanced Level of Services and would be funded at **$3,851,632** for fiscal year 2021-22.

Further, Proposition 218 imposes four basic substantive requirements on Benefit Assessments[1]:

- *Identify all benefitted parcels. All parcels that will have a special benefit conferred upon them and upon which an assessment will be imposed must be identified in the engineer's report and included in the assessment district. Parcels owned by the government cannot be excluded unless clear and convincing evidence demonstrates such a parcel receives no special benefit.*
    - The Services will be directly provided to property in the Assessment Area. More specifically, the Services confer special benefits specifically and only to property owners within the District Service Area with a corresponding effect that is not shared by other parcels outside of the District or real property in general including the public at large. This is further described in this report under the "Benefit Factors" section.
    - All properties that are specially benefited are assessed. As described in the section "Method of Apportionment," publicly owned property that is used for purposes similar to private residential, commercial, industrial, agricultural or institutional uses is benefited and assessed at the same rate as such privately owned property.

- *Distinguish general from special benefit. The general benefits must be distinguished from the special benefits conferred on the parcels.*
    - This Engineer's Report establishes a conservative separation and quantification of general benefits. This is described in detail in the section "Calculating General Benefit."

- *Proportionality. The proportionate special benefit derived by each parcel must be determined in relationship to the entirety of the capital cost of public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property related service being provided.*
    - The method used for apportioning the assessment is based upon the proportional special benefits to be derived by the properties in the Assessment Area over and above general benefits conferred on real property in the assessment area or to the public at large. The special benefit is further described in the section "Method of Assessment."

- *Reasonable cost. The assessment must be apportioned so that the amount assessed to a parcel does not exceed the reasonable cost of the proportional special benefit conferred on that parcel and does not include any costs attributable to general benefits. Thus, the portion of a project cost associated with general benefit must be funded from non-assessment revenues, and an agency which lacks other funds will not be able to use assessment financing, as few cases sustain a conclusion a project has no general benefit.*

[1] Cal. Const., art. XIII D, § 4, subd. (a). and League of California Cities Proposition 26 and 218 Implementation Guide

- This report estimates that the general benefits to be received by the public at large and land outside the Assessment Area, is estimated to be approximately 5% of the benefits conferred by the Mosquito, Vector and Disease Control Assessment. Since these benefits may be general in nature they will be funded by sources other than the assessment. As shown in the "Estimate of Cost and Budget," the District will contribute $192,582 from non-assessment revenue, which more than covers any general benefits from the Services. Please refer to the section "Summary of General Benefits" for more detail on the General Benefit factors and calculations.

In summary, this Engineer's Report is consistent with the requirements of Article XIIIC and XIIID of the California Constitution because the Services to be funded are clearly defined; the Services are available to and will be directly provided to all benefited property in the Assessment Area; the Services provide a direct advantage to property in the Assessment Area that would not be received in absence of the Assessment, and are benefits that are over and above general benefits conferred on real property located in the Service Area or to the public at large.

OVERVIEW OF MOSQUITO & VECTOR CONTROL PROGRAM'S BENEFIT TO PROPERTY

The District currently provides a "baseline" level of mosquito, vector and disease control services in the Service Area that will not be sufficient under the current budget structure if the proposed assessment is not approved. The current funding source is diminishing over time and has been significantly reduced as a result of the expiration of the previous assessment in 2019, while the demand to address vectors, including emerging vectors such as *Aedes aegypti*, is increasing. Absent additional funding from a benefit assessment, a reduced, diminishing level of service would be the new "baseline" level of service and may include a very low level of surveillance, testing, monitoring and control of mosquitoes, resulting in higher mosquito populations and the potential for outbreak of vector-borne diseases.

The future services to be provided to the proposed Assessment Area would include intensive surveillance, disease prevention, and control of mosquitoes for properties within the Assessment Area such as mosquito, vector and disease prevention services, projects and programs include, but are not limited to, source reduction, biological control, larvicide treatments, adulticide treatments, disease monitoring, public education, reporting, accountability, research and interagency cooperative activities, as well as capital costs, maintenance, and operation expenses as further described later, which are above the baseline level of services, and that otherwise would not be provided if the measure is not approved.

The proposed Assessment Area is narrowly drawn to include only properties that, if the Assessment is approved, could request and/or receive direct and more frequent service, that are located within the scope of the mosquito and vector surveillance area, that are located within flying or traveling distance of potential mosquito-breeding sources monitored by the District, and that would benefit from a reduction in the amount of mosquitoes reaching and impacting the property as a result of the enhanced mosquito surveillance and control. The

Assessment Diagram included at the end of this report shows the boundaries of the Assessment Area.

This Engineer's Report ("Report") defines the proposed Benefit Assessment, which would enhance the existing services provided in the Service Area, and provides funding for these improved mosquito, vector and disease control services for property throughout the Service Area, as well as related costs for equipment, capital improvements and services, and facilities necessary and incidental to mosquito, vector and disease control programs.

As used within this Report and the Benefit Assessment ballot proceeding, the following terms are defined:

> *"Vector" means any animal capable of transmitting the causative agent of human disease or capable of producing human discomfort or injury, including, but not limited to, mosquitoes, flies, mites, ticks, other arthropods, and rodents and other vertebrates (Health and Safety Code Section 2002(k)).*
>
> *"Vector Control" means any system of public improvements or services that is intended to provide for the surveillance, prevention, abatement, and control of vectors as defined in subdivision (k) of Section 2002 of the Health and Safety Code and a pest as defined in Section 5006 of the Food and Agricultural Code (Government Code Section 53750(m)).*

The District operates under the authority of the Mosquito Abatement and Vector Control District Law of the State of California. Following are excerpts from the Mosquito Abatement and Vector Control District Law of 2002, codified in the Health and Safety Code, Section 2000, et seq. which serve to summarize the State Legislature's findings and intent with regard to mosquito abatement and other vector control services:

2001. (a) The Legislature finds and declares all of the following:
(1) California's climate and topography support a wide diversity of biological organisms.
(2) Most of these organisms are beneficial, but some are vectors of human disease pathogens or directly cause other human diseases such as hypersensitivity, envenomization, and secondary infections.
(3) Some of these diseases, such as mosquitoborne viral encephalitis, can be fatal, especially in children and older individuals.
(4) California's connections to the wider national and international economies increase the transport of vectors and pathogens.
(5) Invasions of the United States by vectors such as the Asian tiger mosquito and by pathogens such as the West Nile virus underscore the vulnerability of humans to uncontrolled vectors and pathogens.
(b) The Legislature further finds and declares:
(1) Individual protection against the vectorborne diseases is only partially effective.
(2) Adequate protection of human health against vectorborne diseases is best achieved by organized public programs.
(3) The protection of Californians and their communities against the discomforts and economic effects of vectorborne diseases is an essential public service that is vital to public health, safety, and welfare.
(4) Since 1915, mosquito abatement and vector control districts have protected Californians and their communities against the threats of vectorborne diseases.
(c) In enacting this chapter, it is the intent of the Legislature to create and continue a broad statutory authority for a class of special districts with the power to conduct effective programs for the surveillance, prevention, abatement, and control of mosquitoes and other vectors.
d) It is also the intent of the Legislature that mosquito abatement and vector control districts cooperate with other public agencies to protect the public health, safety, and welfare. Further, the Legislature encourages local communities and local officials to adapt the powers and procedures provided by this chapter to meet the diversity of their own local circumstances and responsibilities.

Further the Health and Safety Code, Section 2082 specifically authorizes the creation of benefit assessments for vector control, as follows:

(a) A district may levy special benefit assessments consistent with the requirements of Article XIIID of the California Constitution to finance vector control projects and programs.

This Engineer's Report was prepared by SCI Consulting Group ("SCI") to describe the mosquito, vector and disease control services to be funded by the proposed assessment, to establish the estimated costs for those services, to determine the special benefits received by property from the services, and to apportion the proposed assessments to lots and parcels within the District's Service Area based on the estimated special benefit each parcel receives from the services funded by the benefit assessment.

ASSESSMENT PROCESS

In order to allow property owners to ultimately decide whether funding should be provided for the Services summarized earlier, on May 12, 2021 the Delta Mosquito and Vector Control District Board of Trustees ("Board") directed the Assessment Engineer to initiate the proceedings for a benefit assessment. A preliminary Engineer's Report was prepared to establish the estimated costs for the mosquito, vector, disease surveillance and control services and related costs that would be funded by the assessment, to determine the special benefits and general benefits received from the Services, and to apportion the assessments to lots and parcels within the District based on the estimated special benefit each parcel receives from the Services funded by the benefit assessment.

Following submittal of this Report to the Board for preliminary approval, the Board may, by Resolution, call for an assessment ballot proceeding and Public Hearing on the establishment of the Mosquito, Vector and Disease Control Assessment ("Assessment").

If the Board approves such Resolution and calls for the mailing of notices and ballots, a notice of assessment and assessment ballot will be mailed to property owners at least 45 days prior to the date of the Public Hearing set by the Board. Such notice would include a description of the assessments as well as an explanation of the method of voting on the assessment. Each notice would include a ballot, on which the property owner could mark his or her approval or disapproval of the assessment, and a postage-prepaid ballot return envelope.

After the ballots are mailed to property owners, a minimum 45-day time period must be provided for the return of the assessment ballots. Following this 45-day time period, a public hearing must be held for the purpose of allowing public testimony regarding the proposed assessment and services. At this hearing, the public would have the opportunity to provide input on this issue and would have a final opportunity to submit ballots. After the conclusion of the public input portion of the hearing, the hearing may be continued to a future date to allow time for the tabulation of ballots.

With the passage of Proposition 218 on November 6, 1996, The Right to Vote on Taxes Act, now Article XIIIC and XIIID of the California Constitution, the proposed assessments can be levied for fiscal year 2021-22, and future years, only if the ballots submitted in favor of the assessment are greater than the ballots submitted in opposition to the assessments. (Each ballot is weighted by the amount of proposed assessment for the property that it represents).

If it is determined, when the tabulation results are announced, that the assessment ballots submitted in opposition to the proposed assessment do not exceed the assessment ballots submitted in favor of the assessment (weighted by the proportional financial obligation of the property for which ballots are submitted) the Board may take action, by resolution, to approve the levy of the assessment for fiscal year 2021-22 and future fiscal years. If the assessment is so confirmed and approved, the levies would be submitted to the Tulare County Auditor for inclusion on the property tax rolls for fiscal year 2021-22.

It should be noted that the Tulare County Auditor posts assessments to the property tax bills each year for any single parcel, only if the assessment total is greater than $10.00. Given that the rate varies per property type, the District will only be able to submit assessments to the County Auditor each year for those parcels that have an assessment greater than $10.00 for the current year, or a combined assessment (for two or more years) greater than $10.00. As a result, some parcels will receive an assessment on their property tax bills only once for every two, three, or more years, such that the total accumulated assessment is greater $10.00.

If the assessment is so confirmed and approved, the District would commence in fiscal year 2021-22 to establish and provide the services described in this report. The fiscal year 2021-22 assessment budget includes outlays for invasive *Aedes aegypti*, West Nile virus surveillance and mosquito control, vector control, capital equipment, supplies and disease testing programs.

If the assessment is so confirmed and approved, it may be continued in future years and may be increased in future years by an annual adjustment tied to the Western Region's Pacific Division Consumer Price Index for All Urban Consumers (CPI-U), with a maximum annual adjustment not to exceed 3%. Any change in the CPI in excess of 3% shall be cumulatively reserved as the "Unused CPI" and shall be used to increase the maximum authorized assessment rate in years in which the CPI is less than 3%. The maximum authorized assessment rate is equal to the maximum assessment rate in the first fiscal year the assessment was levied adjusted annually by the minimum of 1) 3% or 2) the change in the CPI plus any Unused CPI as described above.

The procedures for the levy of the assessments in future years commence with the creation of a budget for the upcoming fiscal year's costs and services, an updated assessment roll listing all parcels and their proposed assessments for the upcoming fiscal year, and the preparation of an updated Engineer's Report. After these documents are prepared and submitted, they could be reviewed and preliminarily approved by the Board at a public meeting. At this meeting, the Board could also call for the publication in a local newspaper of the intent to continue the assessment and set the date for a noticed public hearing. At the annual public hearing, members of the public could provide input to the Board prior to the Board's decision on continuing the services and assessments for the next fiscal year.

GENERAL DESCRIPTION OF THE MOSQUITO & VECTOR CONTROL PROGRAM AND SERVICES

ABOUT THE VECTOR CONTROL PROGRAM

The Delta Mosquito and Vector Control District is an independent special district (not part of any county or city) that controls and monitors mosquitoes and other vectors. The District protects the usefulness, desirability and livability of property, as well as the inhabitants within its jurisdiction, through the abatement of such vectors. In addition, the District regularly tests for diseases carried by mosquitoes and educates property owners and the occupants of property in the District about how to protect themselves from vector-borne diseases.

Over the course of time, a simple common-sense approach to mosquito control has evolved into a science-based program charged with protecting the public health from vector-borne disease via a comprehensive, integrated, highly technical program that gives consideration to the principles of ecology without damage to the environment. The use of methods, which minimally impact wildlife, non-targets, and beneficial plant and animal species are involved to provide a program that is effective and lasting.

OVERVIEW OF VECTOR CONTROL

A vector is defined by the State of California as "any animal capable of transmitting the causative agent of human disease or capable of producing human discomfort or injury, including, but not limited to, mosquitoes, flies, other insects, ticks, mites, and rats, but not including any domesticated animal…" [California Health and Safety Code Section 2002(k)].

DESCRIPTION OF VECTOR CONTROL PROGRAM

- Response to mosquito problems as well as other pestiferous or disease-carrying organisms on property in the District.
- Control of mosquito larvae on residential property, agricultural sources, ditches, dairy pits, drain lines, vaults, seasonally flooded ponds, horse troughs, wastewater treatment plants, under buildings, freshwater marshes, creeks, catch basins, and other sources on property in the District.
- Survey and data analysis of mosquito larvae populations to assess public health risks and allocate control efforts on property in the District.
- Monitoring of mosquito and other hematophagous dipteran populations using carbon dioxide-baited traps, resting boxes, New Jersey light traps, gravid traps, Biogents Sentinel (BG) traps, ovitraps, and other surveillance methods on property in the District.
- Monitoring for diseases carried and transmitted by mosquitoes on property in the District, such as Encephalitis, Malaria, Dog Heartworm, and West Nile virus.
- Testing of dead birds and mosquitoes for arboviruses and other diseases, and other disease surveillance methods to detect vector-borne diseases on property in the District.

- Testing of new adulticide and insecticide materials and investigation of their efficacy.
- Cooperation with the local health department, the State Department of Public Health, State Universities, and other agencies to survey and identify arthropod-borne diseases such as Lyme disease found in National and State Parks, trails and other recreational areas frequented by the public.
- Monitoring and/or advice for controlling other nuisance and potentially hazardous organisms and vectors such as ticks, mites, and fleas on property in the District.
- Educate residents about the risks of diseases carried by mosquitoes, ticks, and other disease vectors, and how to better protect themselves and their pets.
- Education programs on vectors and disease abatement at school, community, and civic group meetings in the District.
- Distribution of printed material and brochures that describe what residents, employees and property owners can do to keep their homes and property free of mosquitoes and other vectors.

The District protects the public from vector-borne disease and mosquito nuisance while protecting the environment, through a coordinated set of activities collectively known as the Integrated Vector Management Program (IVMP). For all vector species, public education is a primary control strategy. In addition, the District determines the abundance of vectors and the risk of vector-borne disease or discomfort through evaluation of public service requests and field and laboratory surveillance activities. If the populations exceed or are anticipated to exceed predetermined criteria, District staff employs the most efficient, effective, and environmentally sensitive means of control for the situation. Where feasible, water management or other physical control activities are instituted to reduce vector production. In some circumstances, the District also uses biological control such as the placing of mosquitofish. When these approaches are not effective or are otherwise inappropriate, pesticides are used to treat specific pest-producing or pest-harboring areas.

VECTORS AND VECTOR-BORNE DISEASES IN THE DISTRICT SERVICE AREA

The District undertakes activities through its Integrated Vector Management Program to control the following vectors of disease and / or discomfort within the District:

MOSQUITOES

Certain species of mosquitoes found in Tulare County can transmit West Nile virus, Western Equine Encephalomyelitis, St. Louis Encephalitis, Malaria, and potentially other emerging diseases. A few species of mosquitoes are also capable of transmitting Dog Heartworm. Although some species of mosquitoes have not been shown to transmit disease, all mosquito species can cause human discomfort when the female mosquito bites to obtain blood. Reactions range from irritation in the area of the bite to severe allergic reactions or secondary infections resulting from scratching the irritated area. Additionally, an abundance of mosquitoes can cause economic losses, and loss of use or enjoyment of recreational, agricultural, or industrial areas.

Of the world's 3,000 mosquito species, more than 50 are found in California, and 24 have been identified in Tulare County. Continuous surveillance and special control efforts are aimed at the most troublesome species: *Aedes sierrensis, Aedes nigromaculis, Aedes vexans, Aedes aegypti, Anopheles freeborni, Anopheles punctipennis, Culex quinquefasciatus, Culex tarsalis,* and *Culex stigmatosoma.*

OTHER ANIMALS OF IMPORTANCE

Although certain animal species such as bats, ground squirrels, chipmunks, ticks, opossums, wood rats, roof rats, house mice and their associated vectors will not be regularly controlled, these animals play important roles in the transmission of Plague, Rickettsiosis, Anaplasmosis, Ehrlichiosis, Murine Typhus, Hantavirus, and Lyme Disease, and may be surveyed for other diseases. The District routinely provides education and consulting services to the public about disease risk associated with these host species and vectors, along with appropriate measures to protect human health. In extreme cases where the transmission of disease is likely, as with other District activities, control efforts may be employed. Control of these animals will be done in consultation with the California Department of Health Services, Tulare County Department of Environmental Health, local animal control, Tulare County Agricultural Commissioner's Offices, and other State and local agencies.

Most of the animals mentioned above are extremely mobile and cause the greatest hazard or discomfort away from their sources. Each of their potential vectors, primarily fleas and ticks have a unique life cycle and most occupy a variety of habitats. In order to effectively control these vectors, an integrated vector management program must be employed. District policy is to identify those species that are currently vectors, to recommend techniques for their prevention and control, and to anticipate and minimize any new interactions between vectors and humans.

INTEGRATED VECTOR MANAGEMENT

The Integrated Vector Management Program of the Delta Mosquito and Vector Control District is a long-standing, ongoing program of surveillance and control of mosquitoes and other vectors of human disease and discomfort. The program consists of six types of activities:

1. **SURVEILLANCE** for vector populations, vector habitats, disease pathogens, and public distress associated with vectors; this includes trapping and laboratory analysis of vectors to evaluate populations and disease threats, direct visual inspection of known or suspected vector habitats, the use of all-terrain vehicles, maintenance of paths, and public surveys;
2. **PUBLIC EDUCATION** to encourage and assist reduction or prevention of vector habitats on private and public property;
3. **PHYSICAL CONTROL.** Management of vector habitat, especially through elimination of water-breeding sources, water control and maintenance or improvement of channels, tide gates, levees, and other water control facilities, etc;
4. **VEGETATION MANAGEMENT** to improve surveillance or reduce vector populations, usually through education and cooperation of property owners;

5. **BIOLOGICAL CONTROL.** Rearing, stocking, and provision to the public of the "mosquitofish" *Gambusia affinis*; application of the bacterium *Bacillus thuringiensis, Bacillus sphaericus*, and possibly use of other predators or pathogens of vectors;
6. **CHEMICAL CONTROL.** Application of non-persistent selective insecticides to reduce populations of larval or adult mosquitoes and other invertebrate threats to public health.

The District's activities address mosquitoes and other arthropods – but both share general principles and policies including identification of vector problems; responsive actions to control existing populations of vectors, prevent new sources of vectors from developing, and manage habitat to minimize vector production; education of land-owners and others on measures to minimize vector production or interaction with vectors; and provision and administration of funding and institutional support necessary to accomplish these goals.

In order to accomplish effective and environmentally sound vector management, the manipulation and control of vectors must be based on careful surveillance of their abundance, habitat (potential abundance), pathogen load, and/or potential contact with people; the establishment of treatment criteria (thresholds); and appropriate selection from a wide range of control methods. This dynamic combination of surveillance, treatment criteria, and use of multiple control activities in a coordinated program is generally known as Integrated Pest Management (IPM) (Glass 1975, Davis et al 1979, Borror et al 1981, Durso 1996, Robinson 1996).

The District's Vector Management Program, like any other IPM program, by definition involves procedures for minimizing potential environmental impacts. The District's Project employs IPM principles by first determining the species and abundance of vectors through evaluation of public service requests and field surveys of immature and adult mosquito populations; and then, if the populations exceed predetermined criteria, using the most efficient, effective, and environmentally sensitive means of control. For all vector species, and their host, public education is an important control strategy, and for some vectors (flies, rodents, ticks) it is the District's primary control method. In some situations, water management or other physical control activities (historically known as "source reduction" or "permanent control") can be instituted to reduce vector sources. The District also uses biological control such as the placing of mosquitofish in some settings. When these approaches are not effective or are otherwise inappropriate, pesticides are used to treat specific pest-producing or pest-harboring areas.

In order to maximize familiarity by the operational staff with specific vector sources in the Assessment Area, the District is divided into zones (currently six). Each zone is assigned a trained Vector Control Technician, whose responsibilities include inspection and treatment of known vector sources, finding and controlling new sources, minor physical control, and responding to service requests from the public. Each zone is further divided in the suburban or urban areas to help with service requests and control.

Vector control activities are conducted at a wide variety of sites throughout the District's Assessment Area. These sites can be roughly divided into those where activities may have an effect on the natural environment either directly or indirectly (through drainage), and sites where the potential environmental impacts are negligible "Non-Environmental Sites." Examples of "Environmental Sites" in the Project area include Lakes and Ponds, Rivers and Streams, Vernal Pools and other Seasonal Wetlands, Storm Water Detention Basins, Flood Control Channels, Street Drains and Gutters, Wash Drains, Irrigated Pastures, or Agricultural Ditches. Examples of "Non-Environmental Sites" include Animal Troughs, Artificial Containers, Tire Piles, Fountains, Ornamental Fish Ponds, Swimming Pools, Animal Waste Detention Ponds, and Non-Natural Harborage (such as wood piles, residential and commercial landscape, trash receptacles, etc.).

SURVEILLANCE AND SITE ACCESS

In addition to nuisance, disruption of human activities, and rendering our environment uninhabitable, certain insects and animals may transmit a number of diseases. The mosquito-borne diseases of most concern in Tulare County are West Nile virus (WNV), Western Equine Encephalomyelitis (WEE) virus, and St. Louis Encephalitis (SLE) virus, Dengue, Chikungunya, and Zika viruses.

The District has identified mosquito and other potential vector sources scattered throughout the District. All properties within the District are within mosquito-flying range of one or more mosquito sources, and/or the normal travel range of one or more other vectors. Furthermore, the District's geographic area has long suffered from mosquitoes and other vectors and includes a large number of sources.

Mosquito populations are surveyed using a variety of field methods and traps. Surveillance is conducted in a manner based upon an equal spread of resources throughout the District boundaries, focusing on areas of likely sources. Treatment strategies are based upon the results of the surveillance program, and are specifically designed for an individual area. Small volume mosquito "dippers" and direct observation are used to evaluate larval populations, and service requests from the public, BG traps, resting boxes, gravid traps, ovitraps, and carbon dioxide-baited traps are used to evaluate adult populations. The surveillance traps are located and spread throughout the District in a balanced approach such that the traps measure mosquito levels throughout the District.

Mosquito-borne diseases are surveyed using adult mosquitoes, and dead birds. Coops with sentinel chickens are maintained on the property of willing landowners.

Adult mosquitoes are collected and tested for infection of WNV, SLE, WEE, Dengue, Chikungunya, and Zika viruses. Specimens are collected utilizing a variety of surveillance traps or mechanisms, with small battery-powered traps baited with carbon dioxide in the form of dry ice, or a sugar-yeast -water which specifically targets host seeking females or an organically infused liquid designed to replicate the preferred breeding habitat of certain species. Intermittently, mosquitoes are aspirated directly from resting boxes and natural resting sites. Although most traps must be placed in vegetated areas with little light competition, care is taken to ensure that placement of traps does not significantly damage any vegetation.

Surveillance is also conducted to determine vector habitat (e.g., standing water) and the effectiveness of control operations. Inspections will be conducted using techniques with insignificant impacts on the environment. Staff routinely uses pre-existing accesses such as roadways, open areas, walkways, and trails. Vegetation management (i.e., pruning trees, clearing brush, and herbicide application) is conducted where overgrowth impedes safe access. All of these actions only result in a temporary/localized physical change to the environment with regeneration/regrowth occurring within a span of six to nine months.

In order to access various sites throughout the District for both surveillance and control, District staff utilizes specialized equipment such as light trucks, all-terrain vehicles, and boats. District policies on use of this equipment are designed to avoid environmental impact.

In addition, the District's jurisdictional powers allow for testing for the presence of Plague and Murine Typhus by collecting ground squirrels, wild rodents, opossums, and fleas. (Currently the District does not anticipate it will provide this service due to a lack of manpower and certified specialists to perform the work.) Testing for the presence of Hantavirus Pulmonary Syndrome could be conducted by collecting wild rodents. Small animals could be trapped using live traps baited with food. The traps would be set in late afternoon and would be collected within 24 hours. The animals would be anesthetized and blood, tissue, and flea samples would be obtained. Threatened and endangered species and other legally protected animals that might become trapped would be released immediately and would not be used in these tests.

Disposable supplies contaminated while collecting bird blood and tissue would be stored in appropriate biohazard containers in the District's laboratory and disposed of in accordance with all applicable laws. Reusable items would be cleaned and sterilized before being used again. The disposal of animal carcasses would be in compliance with all Federal, State, and local laws and regulations.

EDUCATION

The primary goal of the District's activities is to prevent vectors from reaching public nuisance or disease thresholds by managing their habitat while protecting habitat values for their predators and other beneficial organisms. Vector prevention is accomplished through public education, including site-specific recommendations on water and land use, and by physical control (discussed in a later section).

The District's education program teaches the people within the District how to recognize, prevent, and suppress vector breeding and harborage on their property. This part of the District's Services is accomplished through the distribution of brochures, fact sheets, and newsletters, participation in local fairs and events, presentations to community organizations, contact with Technicians during response to service requests, and public service announcements and news releases. Education also includes a school program to teach future adults in the District to be responsible by eliminating vector sources, and to educate their parents or guardians about District services and how they can reduce vector-human interaction on property within the District.

CONTROL OF MOSQUITOES

When a mosquito source produces mosquitoes above District treatment thresholds, the Technician will generally work with the landowner or responsible agency to reduce the habitat value of the site for mosquitoes ("physical control"). If this is ineffective, the Technician will determine the best method of further treatment, including biological control and/or chemical control. The District's objective is to provide each property a District-wide level of consistent mosquito and vector control such that all properties will benefit from equivalent reduced levels of mosquitoes and other vectors. Surveillance and monitoring are provided on a District-wide basis. Although the District cannot predict or anticipate where and when control measures will be applied, because the type and location of control is dependent on the surveillance and monitoring results, control thresholds and objectives are comparable throughout the District.

PHYSICAL CONTROL

The District physically manipulates and manages mosquito habitat areas ("sources") within the District to reduce mosquito production. This may include removal of containers and debris, removing standing water from unmaintained swimming pools and spas, removal of vegetation or sediment, interrupting water flow, rotating stored water, pumping and/or filling sources, improving drainage and water circulation systems, breaching or repairing levees, and installing, improving, or removing culverts, and other water control structures in wetlands.

BIOLOGICAL CONTROL

The mosquitofish, *Gambusia affinis*, is the District's primary biocontrol agent used against mosquitoes. Mosquitofish are not native to California, but have been widely established in the state since the early 1920's, and now inhabit most natural and constructed water bodies. The District rears mosquitofish on its fish hatchery facility. District technicians place mosquitofish in natural and man-made settings within the District where either previous surveillance has demonstrated a consistently high production of mosquitoes, or where current surveillance indicates that mosquito populations will likely exceed chemical control thresholds without prompt action. Mosquitofish are also used to control mosquito production in artificial containers such as ornamental fishponds, aquatic plant barrels, horse troughs, and abandoned swimming pools within the District. Only residents living within the District can request mosquitofish for this purpose.

CHEMICAL CONTROL

Since many mosquito sources cannot be adequately controlled with physical control measures or mosquitofish, the District also uses biological materials and/or chemical insecticides approved by the U.S. Environmental Protection Agency, the California Department of Pesticide Regulation, and other environmental agencies to control mosquito production where observed mosquito production exceeds District thresholds. When field inspections indicate the presence of vector populations which meet District criteria for chemical control (including abundance, density, species composition, proximity to human settlements, water temperature, presence of predators, levels of disease activity, and others), the District's California-certified Vector Control Technicians apply these materials to the site in strict accordance with the label instructions. When possible, the District uses selective larvicides; if large numbers of adult mosquitoes are present and public health is threatened, the District may apply selective, low persistence aerosol adulticides to reduce the number of adult mosquitoes.

Mosquito Larvicides: Depending on time of year, water temperature, organic content, mosquito species present, larval density, and other variables, pesticide applications may be repeated at any site at recurrence intervals ranging from annually to weekly. Larvicides routinely used by the District include BVA-2 Oil, Methoprene (Altosid), Bti (*Bacillus thuringiensis israelensis*), Bs (*Bacillus sphaericus*) and Agnique (used sparingly).

a. BVA-2 Oil is a petroleum distillate with low phytotoxicity and fast environmental breakdown that forms a thin film on water and kills larvae and pupae through suffocation. It is typically applied by hand, ATV, or truck at application rates of 1-5 gallons per acre.
b. Methoprene, or Altosid, is a synthetic juvenile hormone designed to disrupt the transformation of a juvenile mosquito into an adult. It is applied either in response to observed high populations of mosquito larvae at a site, or as a sustained-release product that can persist for up to four months or less depending on formulation. Application can be by hand, ATV, or aircraft.
c. Bti (*Bacillus thuringiensis israelensis*) is a bacterium that is ingested by larval mosquitoes and disrupts their gut lining, leading to death before pupation. Bti is applied by the District as a liquid or bonded to inert substrate (typically corncob granules) to assist penetration of vegetation. Persistence is low in the environment, and efficacy depends on careful timing of application relative to the larval instar. Therefore, use of Bti requires frequent inspections of larval sources during periods of larval production, and may require frequent applications of material. Application can be by hand, ATV, or aircraft.
d. Agnique is the trade name for a surface film larvicide, comprised of ethoxylated alcohol. It is used as an alternative to Golden Bear 1111. Application is made by hand.
e. Finally, *Bacillus sphaericus* is a biological larvicide that the District uses. The mode of action is similar to that of Bti, but B. *sphaericus* may be used more than *Bti* in some sites because of its greater effectiveness in water with high organic content. Application can be by hand, ATV, or aircraft.

Mosquito Adulticides: In addition to chemical control of mosquito larvae, the District also makes aerosol applications of pesticides for control of adult mosquitoes within the District if specific criteria are met, including species composition, population density (as measured by landing count or other quantitative method), proximity to human populations, and/or human disease risk. As with larvicides, adulticides are applied in strict compliance with label requirements.

SERVICE REQUESTS

The District responds to all service requests initiated from persons residing or employed within its boundaries. Any property owner, business or resident may contact the District to request a vector control related service or inspection, and a District field technician will respond promptly to evaluate the property, assess the situation, and perform appropriate surveillance and/or control services. The District responds to all service requests in a timely manner, regardless of location, within its boundaries.

SUMMARY OF EXPANDED SERVICES FUNDED BY THIS PROPOSED ASSESSMENT

If this assessment is approved, the District will provide enhanced, expanded and improved Services and Improvements, to be funded by the Assessment, which is or will be above the current baseline level of service.

These enhanced Services and Improvements above the baseline services include a significant increase from the baseline services described above, as well as:

- Increased monitoring of mosquito and other hematophagous arthropod populations using carbon dioxide-baited traps, resting boxes, New Jersey light traps, gravid traps, ovitraps, and other surveillance methods, by increasing the number and locations of these traps and methods on property throughout the District.
- Continue providing free mosquito-eating fish to property owners for backyard ponds and other water features.
- Controlling mosquito-breeding sources with environmentally sound products wherever mosquito larvae or pupae are found, with special focus on invasive mosquito vectors such as *Aedes aegypti*.
- Testing for diseases that can be carried by invasive *Aedes aegypti* mosquito.
- Responding rapidly to service requests concerning mosquitoes, insects, and other vectors.
- Conducting environmentally safe adult mosquito control when necessary to protect public health.
- Providing community education and outreach on how to prevent and protect residents from mosquito bites, mosquito-borne diseases, and other vector-borne diseases.

ESTIMATE OF COSTS AND BUDGET

FIGURE 2 – COST ESTIMATE – FY 2021-22

Delta MVCD
Mosquito, Vector and Disease Control Assessment
Estimate of Cost - Fiscal Year 2021-22

	Preliminary Budget
Mosquito & Vector Control Services and Related Expenditures	
Mosquito, Vector Control and Disease Prevention Operations	$2,900,000
Materials, Utilities and Supplies	$880,000
Capital Equipment and Fixed Assets	$71,632
Total Mosquito Control Services and Related Expenditures	**$3,851,632**
Incidental Costs[1]	
Allowance for Uncollectable Assessments	$32,000
Levy Administration, County Collection Fee, and Other	$113,819
Total Incidental Costs	**$145,819**
Less Contributions from other Sources (i.e. current budget)[2]	
Existing Revenue	($2,973,905)
Total Contributions from other Sources	**($2,973,905)**
Total Mosquito, Vector and Disease Control Services and Incidentals	**$1,023,546**
(Net Amount to be Assessed)	

Budget Allocation to Property

Zones of Benefit	Total SFE Units3	Assessment per SFE[4]	Total Assessment[5]
Zone A	81821.767	$12.50	$1,022,772
Zone B	123.809	$6.25	$774
			$1,023,546

Notes:
1. Incidental Costs include allowance for uncollectable assessments from assessments on public agency parcels, and county collection charges.
2. As determined in the following section, at least 5% of the cost of the Services must be funded from other sources, other than the Assessments, to cover any general benefits from the proposed Services. Therefore, out of the total cost of the Services of $3,851,632, the District must contribute at least $192,582 from sources other than the Assessments. The District will contribute $2,973,605 from non-assessment revenue, which more than covers any general benefits from the Services. The District contribution also offsets the minimal amount of baseline services that are currently provided in the proposed Assessment Area. The total costs of the new services and improvements is the sum of the total assessment amount plus the general benefit contribution.

3. SFE Units means Single Family Equivalent benefit units. See method of assessment in the following Section for further definition.
4. The assessment rate per SFE is the total amount of assessment per Single Family Equivalent benefit unit.
5. Funds raised by the assessment shall be used only for the purposes stated within this Report. Any balance remaining at the end of the fiscal year, June 30, must be carried over to the next fiscal year.
Note: For the sake of brevity within this report, the budget above represents only a top-line summary of the District's forecasted budget for fiscal year 2021-22. The detailed and comprehensive District budget is available upon request, and provides actual costs for prior years, and both forecasted and actual costs for the current fiscal year.

METHOD OF ASSESSMENT

This section of the Report explains the benefits to be derived from the Services to be provided for property in the Assessment Area, and the methodology used to apportion the total assessment to properties within the Improved Mosquito, Vector and Disease Testing and Control Assessment Area.

The proposed Mosquito, Vector and Disease Control Service Area consists of the assessor parcels in the Delta Mosquito and Vector Control District, as defined within the area of the boundary diagram included within this Engineer's Report and coincident with the Service Area. (See the Assessment Roll for a list of all the parcels included in the proposed Improved Mosquito, Vector and Disease Testing and Control Assessment.)

The method used for apportioning the assessment is based upon the proportional special benefits to be derived by the properties in the Assessment Area over and above general benefits conferred on real property in the assessment area or to the public at large. Special benefit is calculated for each parcel in the Assessment Area.

1. Identification of total benefit to the properties derived from the Services
2. Calculation of the proportion of these benefits that are special vs. general
3. Determination of the relative special benefit within different areas within the Assessment Area
4. Determination of the relative special benefit per property type and property characteristic
5. Calculation of the specific assessment for each individual parcel based upon special vs. general benefit; location, property type and property characteristics

DISCUSSION OF BENEFIT

In summary, the assessments can only be levied based on the special benefit to property. This special benefit is received by property over and above any general benefits from the Services. With reference to the engineering requirements for property related assessments, under Proposition 218, an Engineer must determine and prepare a report evaluating the amount of special and general benefit received by property within the Assessment Area as a result of the improvements or services provided by a local agency. The special benefit is to be determined in relation to the total cost to that local entity of providing the service and/or improvements.

Proposition 218 as described in Article XIIID of the California Constitution has confirmed that assessments must be based on the special benefit to property:

> *"No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."*

The below benefit factors, when applied to property in the Assessment Area, confer special benefits to property and ultimately improve the safety, utility, functionality and usability of property in the Assessment Area. These are special benefits to property in the Assessment Area in much the same way that storm drainage, sewer service, water service, sidewalks and paved streets enhance the utility and functionality of each parcel of property served by these improvements, providing them with more utility of use and making them safer and more usable for occupants.

It should also be noted that Proposition 218 includes a requirement that existing assessments in effect upon its effective date were required to be confirmed by either a majority vote of registered voters in the assessment area, or by weighted majority property owner approval using the new ballot proceeding requirements. However, certain assessments were excluded from these voter approval requirements.

The Legislature also made a specific determination after Proposition 218 was enacted that vector control services constitute a proper subject for special assessment. Health and Safety Code section 2082, which was signed into law in 2002, provides that a district may levy special assessments consistent with the requirements of Article XIIID of the California Constitution to finance vector control projects and programs.

MOSQUITO AND VECTOR CONTROL IS A SPECIAL BENEFIT TO PROPERTIES

As described below, this Engineer's Report concludes that mosquito and vector control is a special benefit that provides direct advantages to property in the Assessment Area. For example, if approved, the assessment would provide for 1) surveillance throughout the Assessment Area to measure and track the levels and sources of mosquitoes impacting property in the area and the people who live and work on the property; 2) mosquito and mosquito source control, treatment and abatement throughout the Assessment Area such that all property in the area benefits from a comparable reduction of mosquito levels; 3) monitoring throughout the Assessment Area to evaluate the effectiveness of no worries treatment and control and to ensure that all properties are receiving the equivalent level of mosquito reduction benefits; and 4) service requests which result in District staff directly visiting, inspecting and treating property.

The proposed services to be provided by the District would be provided throughout the Assessment Area, that is, the benefit received in the Assessment Area would be in the entire District Service Area. All property would receive benefits from the proposed comprehensive mosquito, vector and disease monitoring, control and prevention services.

Moreover, the Services funded by the Assessment would reduce the level of mosquitoes and vectors arriving at and negatively impacting properties within the proposed Assessment Area.

The following section, Benefit Factors, describes how the Services would specially benefit properties in the Assessment Area. These benefits are particular and distinct from their effect on property in general or the public at large.

BENEFIT FACTORS

In order to allocate the assessments, the Engineer identified the types of special benefit arising from the Services and that would be provided to property within the Assessment Area. These types of special benefit are as follows:

REDUCED MOSQUITO AND VECTOR POPULATIONS ON PROPERTY AND AS A RESULT, ENHANCED DESIRABILITY, UTILITY, USABILITY AND FUNCTIONALITY OF PROPERTY IN THE ASSESSMENT AREA

The assessment will provide new and enhanced services for the control and abatement of nuisance and disease-carrying mosquitoes, particularly the invasive yellow fever mosquito, *Aedes aegypti,* and other vectors. These Services will materially reduce the number of vectors on properties throughout the Assessment Area. The lower mosquito and vector populations on property in the Assessment Area are a direct advantage to property that will serve to increase the desirability and "usability" of property. Clearly, properties are more desirable and usable in areas with lower mosquito populations and with a reduced risk of vector-borne disease. This is a special benefit to residential, commercial, agricultural, industrial and other types of properties because all such properties will directly benefit from reduced mosquito and vector populations and properties with lower vector populations are more usable, functional and desirable.

Excessive mosquitoes and other vectors in the area can materially diminish the utility and usability of property. For example, prior to the commencement of mosquito control and abatement services, properties in many areas in the State were considered to be nearly uninhabitable during the times of year when the mosquito populations were high.[3] The prevention or reduction of such diminished utility and usability of property caused by mosquitoes is a clear and direct advantage and special benefit to property in the Assessment Area.

The State Legislature made the following finding on this issue:

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[3] Prior to the commencement of modern mosquito control services, areas in the State of California such as the San Mateo Peninsula, Napa County and areas in Marin and Sonoma Counties had such high mosquito populations that they were considered to be nearly unlivable during certain times of the year and were largely used for part-time vacation cottages that were occupied primarily during the months when the natural mosquito populations were lower.

"Excess numbers of mosquitoes and other vectors spread diseases of humans, livestock, and wildlife, reduce enjoyment of outdoor living spaces, both public and private, reduce property values, hinder outdoor work, reduce livestock productivity; and mosquitoes and other vectors can disperse or be transported long distances from their sources and are, therefore, a health risk and a public nuisance; and professional mosquito and vector control based on scientific research has made great advances in reducing mosquito and vector populations and the diseases they transmit." [4]

Mosquitoes and other vectors emerge from sources throughout the Assessment Area, and with an average flight range of two miles, mosquitoes from known sources can reach all properties in the Assessment Area. These sources include standing water in rural areas, such as marshes, pools, wetlands, ponds, drainage ditches, drainage systems, tree holes, dairy pits, irrigation ditches, and other removable sources such as old tires and containers. The sources of mosquitoes also include numerous locations throughout the urban areas in the Assessment Area. These sources include underground drainage systems, containers, unattended swimming pools, plant trays, bird baths, pet dishes, leaks in water pipes, tree holes, flower cups in cemeteries, over-watered landscaping and lawns and many other sources. By controlling mosquitoes at known and new sources, the Services will materially reduce mosquito populations on property throughout the Assessment Area.

A known increasing source of mosquitoes is unattended swimming pools.

INCREASED SAFETY OF PROPERTY IN THE ASSESSMENT AREA

The Assessment will result in new year-round proactive Services to control and abate mosquitoes and other vectors that otherwise would occupy properties throughout the Assessment Area. Mosquitoes and other vectors are transmitters of diseases, so the reduction of mosquito and other vector populations makes property in the Assessment Area safer for use and enjoyment. In absence of the proposed assessment, these Services would not be provided, or provided on a very limited basis, so the Services funded by the assessment make properties in the Assessment Area safer, which is a distinct special benefit to property in the Assessment Area.[5] This is not a general benefit to property in the Assessment Area or the public at large because the Services are tangible mosquito, vector and disease control services that will be provided directly to the properties in the Assessment Area, and the Services are over and above the baseline services that could be provided by the Delta Mosquito and Vector Control District without the assessment.

This finding was confirmed in 2003 by the State Legislature:

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[4] Assembly Concurrent Resolution 52, chaptered April 1, 2003.

[5] By reducing the risk of disease and increasing the safety of property, the proposed Services will materially increase the usefulness and desirability of certain properties in the Assessment Area.

"Mosquitoes and other vectors, including but not limited to, ticks, Africanized honey bees, rats, fleas, and flies, continue to be a source of human suffering, illness, death, and a public nuisance in California and around the world. Adequately funded mosquito and vector control, monitoring and public awareness programs are the best way to prevent outbreaks of West Nile Virus and other diseases borne by mosquitoes and other vectors."[6]

Also, the Legislature, in Health and Safety Code Section 2001, finds that:

"The protection of Californians and their communities against the discomforts and economic effects of vector borne diseases is an essential public service that is vital to public health, safety, and welfare."

REDUCTIONS IN THE RISK OF NEW DISEASES AND INFECTIONS ON PROPERTY IN THE ASSESSMENT AREA

Mosquitoes have proven to be the major contributor to the spread of new diseases such as West Nile virus, among others. A highly mobile population combined with migratory bird patterns can introduce new mosquito-borne diseases into previously unexposed areas. With the presence of *Aedes aegypti* in the District, the spread of Dengue, Chikungunya, Zika, or Yellow fever is a major concern.

"Vector-borne diseases (including a number that are mosquito-borne) are a major public health problem internationally. In the United States, dengue and malaria are frequently brought back from tropical and subtropical countries by travelers or migrant laborers, and autochthonous transmission of malaria and dengue occasionally occurs. In 1998, 90 confirmed cases of dengue and 1,611 cases of malaria were reported in the USA and dengue transmission has occurred in Texas."[7]

"During 2004, 40 states and the District of Columbia (DC) have reported 2,313 cases of human WNV illness to CDC through ArboNET. Of these, 737 (32%) cases were reported in California, 390 (17%) in Arizona, and 276 (12%) in Colorado. A total of 1,339 (59%) of the 2,282 cases for which such data were available occurred in males; the median age of patients was 52 years (range: 1 month--99 years). Date of illness onset ranged from April 23 to November 4; a total of 79 cases were fatal." [8] *(According to the Centers for Disease Control and Prevention on January 19, 2004, a total of 2,470 human cases and 88 human fatalities from WNV have been confirmed).*

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[6] Assembly Concurrent Resolution 52, chaptered April 1, 2003.

[7] Rose, Robert. (2001). Pesticides and Public Health: Integrated Methods of Mosquito Management. Emerging Infectious Diseases. Vol. 7(1); 17-23.

[8] Center for Disease Control (2004). West Nile Virus Activity --- United States, November 9--16, 2004.Morbidity and Mortality Weekly Report. 53(45); 1071-1072.

More recently, Florida and Texas experienced an outbreak of the mosquito-borne Zika virus (ZIKV) in 2016 that was attributed to incoming passenger traffic from regions with ZIKV transmission:

> *The high volume of traffic entering Florida from ZIKV-affected regions, especially the Caribbean, is likely to have provided a substantial supply of ZIKV-infected individuals. Because Florida is unlikely to sustain long-term ZIKV transmission, the potential for future ZIKV outbreaks in this region is dependent upon activity elsewhere. Therefore, we expect that outbreaks in Florida will cycle with ZIKV transmission dynamics in the Americas."*[9]

Some vector populations are highly mobile and may introduce new vector-borne diseases into previously unexposed areas:

> *"Distribution of vector-borne diseases is determined by complex demographic, environmental and social factors. Global travel and trade, unplanned urbanization and environmental challenges such as climate change can impact on pathogen transmission, making transmission season longer or more intense or causing diseases to emerge in countries where they were previously unknown."*[10]

Vectors, including ticks, have proven to be a major contributor to the spread of new diseases such as Lyme disease, among others.

> *"In 2017, state and local health departments reported a record number of cases of tickborne disease to CDC. Cases of Lyme disease, anaplasmosis/ehrlichiosis, spotted fever rickettsiosis (including Rocky Mountain spotted fever), babesiosis, tularemia, and Powassan virus disease all increased—from 48,610 cases in 2016 to 59,349 cases in 2017. These 2017 data capture only a fraction of the number of people with tickborne illnesses. Under-reporting of all tickborne diseases is common, so the number of people actually infected is much higher.*
>
> *This increase follows an accelerating trend of tickborne diseases reported in the United States. Between 2004 and 2016, the number of reported cases of tickborne disease doubled, and researchers discovered seven new tickborne pathogens that infect people.* [11]

[9] Grubaugh, Nathan D. et al. (2017), Genomic epidemiology reveals multiple introductions of Zika virus into the United States. Nature. Vol 546(7658); 401-405.

[10] Vector-borne Diseases. World Health Organization. October 2017. https://www.who.int/news-room/fact-sheets/detail/vector-borne-diseases

[11] Record Number Of Tickborne Diseases Reported in U.s. in 2017 | Cdc Online Newsroom | Cdc
https://www.cdc.gov/media/releases/2018/s1114-record-number-tickborne-diseases.html

A study of the effect of aerial spraying conducted by the Sacramento-Yolo Mosquito and Vector Control District (SYMVCD) to control a West Nile virus disease outbreak found that the SYMVCD's mosquito control efforts materially decreased the risk of new diseases in the treated areas:

> *After spraying, infection rates decreased from 8.2 (95% CI 3.1–18.0) to 4.3 (95% CI 0.3–20.3) per 1,000 females in the spray area and increased from 2.0 (95% CI 0.1–9.7) to 8.7 (95% CI 3.3–18.9) per 1,000 females in the untreated area. Furthermore, no additional positive pools were detected in the northern treatment area during the remainder of the year, whereas positive pools were detected in the untreated area until the end of September (D.-E.A Elnaiem, unpub. data). These independent lines of evidence corroborate our conclusion that actions taken by SYMVCD were effective in disrupting the WNV transmission cycle and reducing human illness and potential deaths associated with WNV.*[12]

The Services funded by the proposed assessments will help prevent, on a year-round basis, the presence of vector-borne diseases on property in the Assessment Area. This is another tangible and direct special benefit to property in the Assessment Area that would not be received, or received only minimally, in the absence of the assessments.

PROTECTION OF ECONOMIC ACTIVITY ON PROPERTY IN THE ASSESSMENT AREA

As demonstrated by the SARS outbreak in China and outbreaks of Avian Flu, outbreaks of pathogens can materially and negatively impact economic activity in the affected area. Such outbreaks and other public health threats can have a drastic negative effect on tourism, business and residential activities in the affected area. The proposed assessments will help prevent the likelihood of such outbreaks in the Assessment Area.

Mosquitoes hinder, annoy and harm residents, guests, visitors, farm workers, and employees. A vector-borne disease outbreak and other related public health threats would have a drastic negative effect on agricultural, business, and residential activities in the Assessment Area.

The economic impact of diseases is well documented. According to a study prepared for the Centers for Disease Control and Prevention, economic losses due to the transmission of West Nile Virus in Louisiana was estimated to cost over $20 million over approximately one year:

[12] Carney, Ryan. (2008), Efficiency of Aerial Spraying of Mosquito Adulticide in Reducing the Incidence of West Nile Virus, California, 2005. Emerging Infectious Diseases, Vol 14(5).

> *The estimated cost of the Louisiana epidemic was $20.1 million from June 2002 to February 2003, including a $10.9 million cost of illness ($4.4 million medical and $6.5 million nonmedical costs) and a $9.2 million cost of public health response. These data indicate a substantial short-term cost of the WNV disease epidemic in Louisiana.* [13]

The economic impact of diseases is well documented. There are several published studies which have looked at the economic impact of the West Nile Virus in the United States as well as California. From 1999 to 2012 the West Nile Virus has cost the United States an estimated $800 million in hospitalizations and lost productivity.[14] According to a study prepared for the Centers for Disease Control and Prevention, economic losses due to the outbreak of West Nile Virus in Sacramento County, California was estimated to cost $2.98 million in 2005:

> *In 2005, an outbreak of West Nile virus (WNV) disease occurred in Sacramento County, California; 163 human cases were reported. In response to WNV surveillance indicating increased WNV activity, the Sacramento-Yolo Mosquito and Vector Control District conducted an emergency aerial spray. We determined the economic impact of the outbreak, including the vector control event and the medical cost to treat WNV disease. WNV disease in Sacramento County cost ≈$2.28 million for medical treatment and patients' productivity loss for both West Nile fever and West Nile neuroinvasive disease. Vector control cost ≈$701,790, including spray procedures and overtime hours. The total economic impact of WNV was $2.98 million. A cost-benefit analysis indicated that only 15 cases of West Nile neuroinvasive disease would need to be prevented to make the emergency spray cost-effective.* [15]

A study prepared for the Centers for Disease Control and Prevention, quotes that economic losses due to the transmission of West Nile Virus in the US was estimated to cost over $778 million from 1999 to 2012:

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[13] Zohrabian A, Meltzer MI, Ratard R, Billah K, Molinari NA, Roy K, et al. West Nile Virus economic impact, Louisiana, 2002. Emerging Infectious Disease, 2004 Oct. Available from http://www.cdc.gov/ncidod/EID/vol10no10/03-0925.htm.

[14] Frellick, Marcia. West Nile Cost United States Nearly $800 Million in 14 years. Medscape. 2014.

[15] Barber LM, Schleier JJ III, Peterson RKD. Economic cost analysis of West Nile Virus outbreak, Sacramento County, California, USA, 2005. Emerg Infect Dis 2010 16(3).

There are no published data on the economic burden for specific West Nile virus (WNV) clinical syndromes (i.e., fever, meningitis, encephalitis, and acute flaccid paralysis [AFP]). We estimated initial hospital and lost-productivity costs from 80 patients hospitalized with WNV disease in Colorado during 2003; 38 of these patients were followed for 5 years to determine long-term medical and lost-productivity costs. Initial costs were highest for patients with AFP (median $25,117; range $5,385–$283,381) and encephalitis (median $20,105; range $3,965–$324,167). Long-term costs were highest for patients with AFP (median $22,628; range $624–$439,945) and meningitis (median $10,556; range $0–$260,748). Extrapolating from this small cohort to national surveillance data, we estimated the total cumulative costs of reported WNV hospitalized cases from 1999 to 2012 to be $778 million (95% confidence interval $673 million–$1.01 billion). These estimates can be used in assessing the cost-effectiveness of interventions to prevent WNV disease. [16]

Moreover, a study conducted in 1996-97 of La Crosse Encephalitis (LACE), a human illness caused by a mosquito-transmitted virus, found a lifetime cost per human case at $48,000 to $3,000,000 and found that the disease significantly impacted lifespans of those who were infected. Following is a quote from the study which references the importance and value of active vector control services of the type that would be funded by the proposed assessments:

The socioeconomic burden resulting from LACE is substantial, which highlights the importance of the illness in western North Carolina, as well as the need for active surveillance, reporting, and prevention programs for the infection. [17]

The Services to be funded by the proposed assessments will help prevent the likelihood of such outbreaks on property in the Assessment Area, and will reduce the harm to economic activity on property caused by existing mosquito populations and other vectors. This is another direct advantage in the Assessment Area that would not be received, or received minimally, in absence of the proposed assessments.

PROTECTION OF THE ASSESSMENT AREA'S TOURISM AND BUSINESS INDUSTRIES

The tourism and business industries in the Assessment Area will benefit from reduced levels of harmful or nuisance mosquitoes and other vectors. Conversely, any outbreaks of endemic

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[16] Initial and Long-Term Costs of Patients Hospitalized with West Nile Virus Disease. Arboviral Diseases Branch, Centers for Disease Control and Prevention, Fort Collins, Colorado; Prion and Health Office, Centers for Disease Control and Prevention, Atlanta, Georgia; Division of Preparedness and Emerging Infections, Centers for Disease Control and Prevention, Atlanta, Georgia. J. Erin Staples, Manjunath Shankar, James J. Sejvar, Martin I. Meltzer, and Marc Fischer. J. Erin Staples, Arboviral Diseases Branch, Centers for Disease Control and Prevention, 3150 Rampart Road, Fort Collins, CO 80521. E-mail: AUV1@cdc.gov.

[17] Utz, J. Todd, Apperson, Charles S., Maccormack, J. Newton, Salyers, Martha, Dietz, E. Jacquelin, Mcpherson, J. Todd, Economic And Social Impacts Of La Crosse Encephalitis In Western North Carolina, Am J Trop Med Hyg 2003 69: 509-518.

vector-borne pathogens such as West Nile virus, Dengue, Chikungunya, and Zika viruses could also materially negatively affect these industries. Diseases transmitted by mosquitoes and other vectors can adversely impact business and recreational functions.

> *A study prepared for the United States Department of Agriculture in 2003 found that over 1,400 horses died from West Nile Virus in Colorado and Nebraska and that these fatal disease cases created over $1.2 million in costs and lost revenues. In addition, horse owners in these two states spent over $2.75 million to vaccinate their horses for this disease. The study states that "Clearly, WNV has had a marked impact on the Colorado and Nebraska equine industry."* [18]
>
> *Pesticides for mosquito control impart economic benefits to agriculture in general. Anecdotal reports from farmers and ranchers indicate that cattle, if left unprotected, can be exsanguinated by mosquitoes, especially in Florida and other southeast coastal areas. Dairy cattle produce less milk when bitten frequently by mosquitoes* [19]

The proposed assessments will serve to protect the businesses and industries in the Assessment Area. This is a direct advantage and special benefit to property in the Assessment Area.

REDUCED RISK OF NUISANCE AND LIABILITY ON PROPERTY IN THE ASSESSMENT AREA

In addition to health related factors, uncontrolled mosquito and vector populations create a nuisance for residents, employees, customers, tourists, farm workers and guests in the Assessment Area. Properties in the Assessment Area benefit from the reduced nuisance factor that will be created by the Services. Agricultural and rangeland properties also benefit from the reduced nuisance factor and harm to livestock and employees from lower mosquito and vector populations.

Agricultural, range, golf course, cemetery, open space and other such lands in the Assessment Area contain large areas of mosquito and vector habitat and are therefore a significant source of mosquito and vector populations. In addition, residential and business properties in the Assessment Area can also contain significant sources.[20] It is conceivable that sources of mosquitoes could be held liable for the transmission of diseases or other harm. For example, in August 2004, the City of Los Angeles approved new fines of up to $1,000 per day for property owners who do not remove standing water sources of mosquitoes on their property.

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[18] S. Geiser, A. Seitzinger, P. Salazar, J. Traub-Dargatz, P. Morley, M. Salman, D. Wilmot, D. Steffen, W. Cunningham, Economic Impact of West Nile Virus on the Colorado and Nebraska Equine Industries: 2002, April 2003, Available from http://www.aphis.usda.gov/vs/ceah/cnahs/nahms/equine/wnv2002_CO_NB.pdf.

[19] Jennings, Allen. (2001). USDA Letter to EPA on Fenthion IRED.United States Department of Agriculture, Office of Pest Management Policy. March 8, 2001.

[20] Sources of mosquitoes on residential, business, agricultural, range and other types of properties include removable sources such as containers that hold standing water.

The proposed Services to be provided by the District will reduce the mosquito and vector related nuisance and health liability to properties in the Assessment Area. The reduction of that risk of liability constitutes a special benefit to property in the Assessment Area and this special benefit would not be received, or only received minimally, in absence of the proposed Services funded by the proposed assessments.

IMPROVED MARKETABILITY OF PROPERTY

As described previously, the proposed Services will specially benefit properties in the Assessment Area by making them more useable, livable and functional. The Services also make properties in the Assessment Area more desirable, and more desirable properties also benefit from improved marketability. This is another tangible special benefit to certain property in the Assessment Area which will not be enjoyed in absence of the proposed Services.[21]

BENEFIT FINDING

In summary, the special benefits described in this Report and provision of Services to the Assessment Area ("enhanced level of service") would directly benefit and protect the real properties in the Assessment Area in excess of the assessments for these properties. Therefore, the Assessment Engineer finds that the cumulative special benefits to property from the Services are reasonably equal to or greater than the assessment of $12.50 per benefit unit or Single Family Equivalent ("SFE") for Zone A, and $6.25 per SFE for Zone B. (Figure 3 – Cost Estimate). These rates per SFE generate revenues of $1,023,569 which is the amount needed to fund the District's budget total of $3,719,403 less the District contribution of $2,973,905. Further, the Engineer has judged that the special benefit to each parcel reasonably exceeds the sum of all dedicated taxes and assessments imposed on each parcel.

GENERAL VS. SPECIAL BENEFIT

Article XIIIC of the California Constitution requires any local agency proposing to increase or impose a benefit assessment to "separate the general benefits from the special benefits conferred on a parcel." The rationale for separating special and general benefits is to ensure that property owners subject to the benefit assessment are not paying for general benefits. The assessment can fund the special benefits to property in the assessment area but cannot fund any general benefits. Accordingly, a separate estimate of the special and general benefit is given in this section.

In other words:

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[21] If one were to compare two hypothetical properties with similar characteristics, the property with lower mosquito infestation and reduced risk of vector-borne disease will clearly be more desirable, marketable and usable.

Total Benefit	**=**	**General Benefit**	**+**	**Special Benefit**

There is no widely accepted or statutory formula for general benefit from vector control services. General benefits are benefits from improvements or services that are not special in nature, are not "particular and distinct" and are not "over and above" benefits received by other properties. General benefits are conferred to properties located "in the district," but outside the narrowly-drawn Assessment Area and to "the public at large." General benefits provide "an indirect, derivative advantage" and are not necessarily proximate to the improvements and services funded by the assessments.

A formula to estimate the general benefit is listed below:

General Benefit	=	**Benefit to Real Property Outside the Assessment Area**	+	**Benefit to Real Property Inside the Assessment Area that is Indirect and Derivative**	+	**Benefit to the Public at Large**

Special benefit, on the other hand, is defined in the state constitution as "a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large." A special benefit is conferred to a property if it "receives a direct advantage from the improvement (e.g., proximity to a park)." In this assessment, the overwhelming proportion of the benefits conferred to property is special, since the advantages from the mosquito, vector and disease protection funded by the Assessments are directly received by the properties in the Assessment Area and are only minimally received by property outside the Assessment Area or the public at large.

Proposition 218 twice uses the phrase "over and above" general benefits in describing special benefit. (Art. XIIID, sections 2(i) & 4(f).) Significantly, without this proposed assessment, only the existing, minimal, diminishing and inconsistent baseline services would be provided. The majority of the Services to be funded by the proposed assessment therefore would be a special benefit because the Services would particularly and distinctly benefit and protect the Assessment Area over and above the minimal baseline benefits and service. However, some of the Services could benefit the public at large and properties outside the Assessment Area. In this report, the general benefit is conservatively estimated and described, and then budgeted so that it is funded by sources other than the assessment.

The Assessments described in this Engineer's Report fund mosquito, vector and disease control services directly provided to property in the Assessment Area. Moreover, as noted in this Report, the Services directly reduce mosquito and vector populations on all property in the Assessment Area. Therefore, in this report, the general benefit is conservatively estimated and described, and then budgeted so that it is funded by sources other than the assessment.

CALCULATING GENERAL BENEFIT

Without the proposed new assessment the District would be unable to continue to provide same level of Services. The District has determined that all parcels in the Assessment Area would receive a shared direct advantage and special benefit from the Services. The Services would directly and particularly serve and benefit each parcel, and would not be a mere indirect, derivative advantage. As explained above, Proposition 218 relies on the concept of "over and above" in distinguishing special benefits from general benefits. As applied to an assessment proceeding the baseline general benefits are minimal and that the majority of the vector control services, which provide direct advantage to property in the Assessment Area, are over and above the baseline and therefore are special.

Nevertheless, the Services may provide a degree of general benefit, in addition to the predominant special benefit. This section provides a conservative measure of the general benefits from the Assessments.

BENEFIT TO PROPERTY OUTSIDE THE DISTRICT SERVICE AREA

Properties within the Assessment Area receive almost all of the special benefits from the Services because the Services funded by the Assessments will be provided directly to protect property within the Assessment Area from mosquitoes, vectors and vector-borne disease. However, properties adjacent to, but just outside of, the boundaries may receive some benefit from the Services in the form of reduced mosquito populations on property outside the Assessment Area. Since this benefit is conferred to properties outside the District boundaries, it contributes to the overall general benefit calculation and will not be funded by the assessment.

A measure of this general benefit is the proportion of Services that would affect properties outside of the Assessment Area. Each year, the District will provide some of its Services in areas near the boundaries of the Assessment Area. By abating mosquito populations near the borders of the Assessment Area, the Services could provide benefits in the form of reduced mosquito populations and reduced risk of disease transmission to properties outside the Assessment Area. If mosquitoes were not controlled inside the Assessment Area, more of them would fly from the Assessment Area. Therefore, control of mosquitoes within the Assessment Area provides some benefit to properties outside the Assessment Area but within the normal travel range of vectors, in the form of reduced mosquito populations and reduced vector-borne disease transmission. This is a measure of the general benefits to property outside the Assessment Area because this is a benefit from the Services that is not specially conferred upon property in the assessment area.

The mosquito potential outside the Assessment Area is based on studies of mosquito dispersion concentrations. Based upon a 2003 study in Santa Cruz County average concentration of mosquitoes from the Assessment Area on properties within two miles of the

Assessment Area is calculated to be 6%.[22] This relative vector population reduction factor within the destination range is combined with the number of parcels outside the Assessment Area and within the destination range to measure this general benefit. This is calculated as follows:

CRITERIA:

THERE ARE 18,695 PARCELS WITHIN TWO MILES OF, BUT OUTSIDE OF THE ASSESSMENT AREA, THAT MAY RECEIVE SOME MOSQUITO, VECTOR AND DISEASE PROTECTION BENEFIT

6 % PORTION OF RELATIVE BENEFIT THAT IS RECEIVED (FROM STUDY)

THERE ARE 80,943 PARCELS IN THE ASSESSMENT AREA

CALCULATIONS:

TOTAL BENEFIT = 18,695 PARCELS X 6% = 1,122 PARCEL EQUIVALENTS

PERCENTAGE OF OVERALL PARCEL EQUIVALENTS = 1,122 / 80,943 = 1.39%

Therefore, for the overall benefit provided by the Services and Improvements to the Assessment District, it is determined that 1.39% of the benefits would be recognized by the parcels within two miles of the Assessment District boundaries. Recognizing that this calculation is an approximation, this benefit will be rounded up to 1.5%.

BENEFIT TO PROPERTY *INSIDE* THE ASSESSMENT AREA THAT IS *INDIRECT AND DERIVATIVE*

The “indirect and derivative” benefit to property within the Assessment Area is particularly difficult to calculate. As explained above, all benefit within the Assessment Area is special because the mosquito, vector and disease control services in the Assessment Area would provide direct service and protection that is clearly “over and above” and “particular and distinct” when compared with the minimal level of services under current conditions. Further, the properties are within the Assessment Area boundaries and this Engineer’s Report demonstrates the direct benefits received by individual properties from mosquito, vector and disease testing and control services.

The Engineer has drawn the Assessment Area to include parcels that will directly receive the Services. (There are a small number of parcels within the District Boundary that do not receive special benefit such as certain right of way parcels, etc.) All parcels within the District boundaries will directly benefit from the surveillance, monitoring and treatment that will be provided on an equivalent basis throughout the Assessment Area in order to maintain the same improved level of protection against mosquitoes and reduced mosquito populations throughout the area. The surveillance and monitoring sites would be spread on a balanced basis throughout the area. Mosquito and vector control and treatment would be provided as needed throughout the area based on the surveillance and monitoring results. The shared

[22] Tietze, Noor S., Stephenson, Mike F., Sidhom, Nader T. and Binding, Paul L., “Mark-Recapture of *Culex Erythrothorax* in Santa Cruz County, California”, Journal of the American Mosquito Control Association, 19(2):134-138, 2003.

special benefit - reduced mosquito and vector levels and reduced presence of vector-borne diseases - would be received on an equivalent basis by all parcels in the Assessment Area.

Furthermore, all parcels in the Assessment Area would directly benefit from the ability to request service from the District and to have a District field technician promptly respond directly to the parcel and address the owner's or resident's service need. The fact that a benefit is conferred throughout the assessment area does not make the benefit general rather than special, so long as the assessment area is narrowly drawn and limited to the parcels directly receiving shared special benefits from the service. This concept is particularly applicable in situations involving a landowner-approved assessment-funded extension of a local government service to benefit lands previously not receiving that particular service or receiving only minimal services.

Hence, other than the small general benefit to properties outside the Assessment Area (discussed above) and to the public at large (discussed below), all of the benefits of the Services to the parcels within the Assessment Area are special benefits, and it is not possible or appropriate to separate any indirect or derivative general benefits from the total benefits conferred on parcels in the Assessment Area.

BENEFIT TO THE PUBLIC AT LARGE

With the type and scope of Services to be provided to the Assessment Area, it is very difficult to calculate and quantify the scope of the general benefit conferred on the public at large. Because the Services directly serve and benefit all of the property in the Assessment Area, any general benefit conferred on the public at large would be small. Nevertheless, there would be some indirect general benefit to the public at large.

The public at large uses the public highways, streets and sidewalks, and when traveling in and through the Assessment Area they will benefit from the Services. A fair and appropriate measure of the general benefit to the public at large therefore is the amount of highway, street and sidewalk area within the Assessment Area relative to the overall land area. An analysis of maps of the Assessment Area shows that approximately 3.5% of the land area in the Assessment Area is covered by highways, streets and sidewalks. This 3.5% therefore is a fair and appropriate measure of the general benefit to the public at large within the Assessment Area.

SUMMARY OF GENERAL BENEFITS

Using a sum of the measures of general benefit for the public at large and land outside the Assessment Area, we find that approximately 5.00% of the benefits conferred by the Improved Mosquito, Vector and Disease Testing and Control Assessment may be general in nature and should be funded by sources other than the assessment.

General Benefit Calculation

1.50%	(Outside the Assessment Area)
+ 0.00%	(Inside the Assessment Area – Indirect and Derivative)
+ 3.50%	(Public at Large)
= 5.00%	(Total General Benefit)

The estimated cost of the Services is $3,851,632. Of this total budget amount, the District must contribute at least $192,582 (5%) from sources other than the Mosquito, Vector and Disease Control Assessment. The District will contribute $2,973,905 from sources other than the Improved Mosquito and Disease Testing and Control Assessment. which totals over 77% of the total budget. This contribution more than offsets any general benefits from the Improved Mosquito, Vector and Disease Testing and Control Assessment Services.

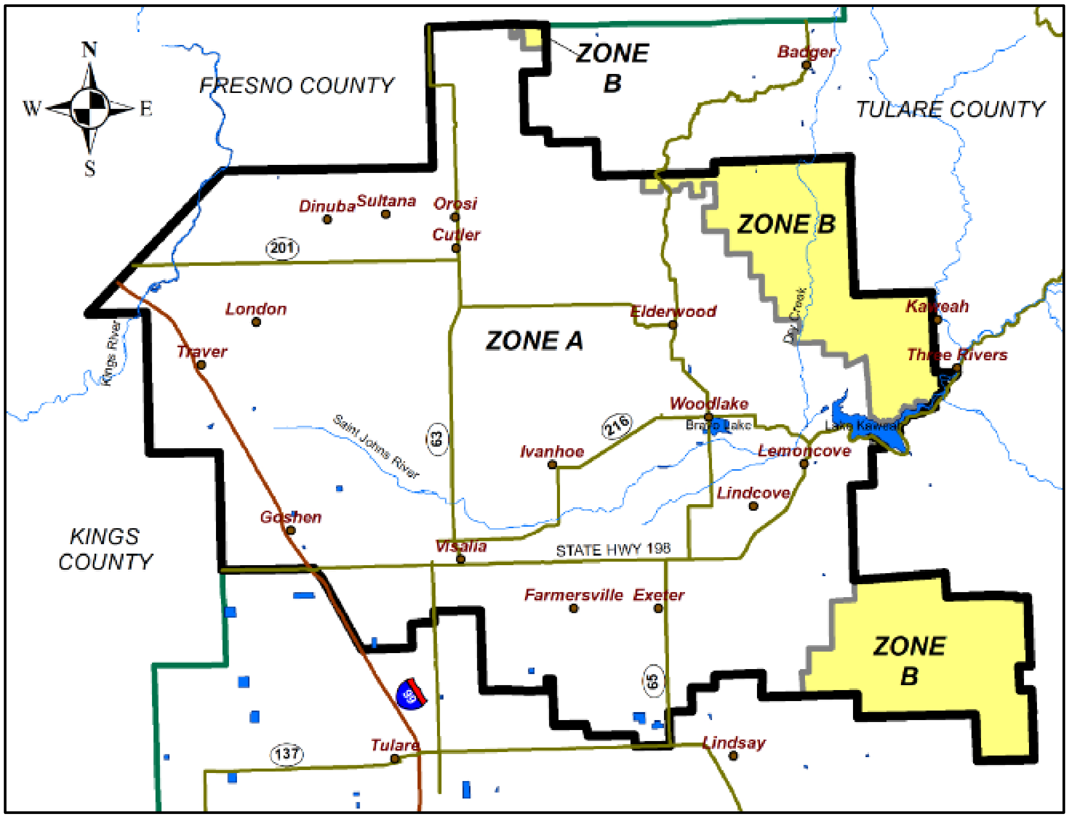
ZONES OF BENEFIT

The District's mosquito, vector, and disease control programs, projects, services and improvements that will be funded by the Improved Mosquito and Disease Testing and Control Assessment will be provided in all areas within the District boundaries.

Since the Services and Improvements will be provided throughout the District and will result in reduced vector populations and the other special benefits for property in the District, the boundaries of the Assessment Area have been drawn to match the boundaries of the District. Moreover, within the Assessment Area, certain areas will receive different levels of special benefits. These areas, which are named “Zones of Benefit,” are described as follows.

The majority of the properties in the Assessment District will receive equal levels of Services and Improvements and therefore equal levels of benefits. The areas that will receive the full level of Services and Improvements were carefully drawn to be within Zone A. Relative to Zone A, there are some areas in the eastern part of the District that are remotely located and sparsely populated, and have been identified to receive reduced level of Services and Improvements and corresponding benefits relative to other parcels in the District. These areas are hereinafter referred to as Zone of Benefit B or Zone B and are depicted on the Assessment Diagram included with this Report. All other parcels within the District boundaries are within Zone of Benefit A or Zone A.

The Zones of Benefit are shown in the following graphic:



The boundaries of the two Zones of Benefit have been carefully drawn. Zone of Benefit A includes the properties in the District that would receive the full level of Services and Improvements and the full level of benefits. Such parcels are in areas with a material population of people, pets and livestock on the property.

Zone of Benefit B contains the properties in the far eastern portions of the District that receive a reduced level of Services and Improvements and corresponding benefits relative to other parcels in the District because these properties are generally in more remote, mountainous or inaccessible areas, and they support less population. In other words, the boundaries of the two Zones of Benefit within the Assessment Area have been narrowly and specifically drawn to include properties that will specially benefit from the mosquito and vector control services at two different levels.

Using District estimates for the amount of Services and Improvements provided to these parcels located in Zone of Benefit B (Zone B) relative to the level of Services and Improvements in Zone of Benefit A (Zone A), we find that parcels in Zone B receive approximately one-half of the average level of Services and Improvements and benefits provided to other parcels in the District (Zone A). Therefore, parcels in Zone B receive 50% of the assessment rate per benefit unit.

In summary, parcels in each zone would receive the following assessment rates:

- Zone A – 100% of the assessment rate ($12.50)
- Zone B – 50% of the assessment rate ($6.25)

Zone B will be subject to reduced assessments, commensurate with the different benefit level.

METHOD OF ASSESSMENT

As previously discussed, the assessment will fund comprehensive, year-round mosquito and vector control and disease surveillance and control Services that will clearly confer special benefits to properties in the Assessment Area. These benefits can partially be measured by the property owners, guests, employees, tenants, pets and animals who will enjoy a more habitable, safer and more desirable place to live, work or visit. As noted, these benefits ultimately flow to the underlying property.

Therefore, the apportionment of benefit is partially based on people who potentially live on, work at, or otherwise use the property. This methodology of determining benefit to property through the extent of use by people is a commonly used method of apportionment of benefits from assessments.

Moreover, assessments have a long history of use in California and are in large part based on the principle that any benefits from a service or improvement funded by assessments that is enjoyed by tenants and other non-property owners ultimately is conferred to the underlying property.

With regard to benefits and source locations, the Assessment Engineer determined that since mosquitoes readily fly from their breeding locations to all properties in their flight range and since mosquitoes are actually attracted to properties occupied by people or animals, the benefits from mosquito and vector control extend beyond the source locations to all properties that would be a "destination" for mosquitoes and other vectors. In other words, the control and abatement of mosquito and vector populations ultimately confers benefits to all properties that are a destination of mosquitoes and vectors, rather than just those that are sources of mosquitoes.

Although some primary mosquito sources may be located outside of residential areas, residential properties can and do generate their own, often significant, populations of mosquitoes and vector organisms. For example, storm water catch basins in residential areas in the Assessment Area are a common source of mosquitoes. Moreover, there are many other common residential sources of mosquitoes, such as plant trays, bird baths, pet dishes and other miscellaneous backyard containers, neglected swimming pools, leaking water pipes and tree holes. Clearly, there is a potential for mosquito sources on virtually all property. More importantly, all properties in the Assessment Area are within the destination range of mosquitoes and most properties are actually within the destination range of multiple mosquito source locations.

Because the Services will be provided throughout the Assessment Area with the same level of control objective, mosquitoes can rapidly and readily fly from their breeding locations to other properties over a large area, and there are current or potential breeding sources throughout the Assessment Area, the Assessment Engineer determined that all similar properties in the Assessment Area have generally equivalent mosquito "destination" potential and, therefore, receive equivalent levels of benefit (except as noted above for Zone B).

In the process of determining the appropriate method of assessment, the Engineer considered various alternatives. For example, a fixed assessment amount per parcel for all residential improved property was considered but was determined to be inappropriate because agricultural lands, commercial property and other property also receive benefits from the assessments. Likewise, an assessment exclusively for agricultural land was considered but deemed inappropriate because other types of property, such as residential and commercial, also receive the special benefit factors described previously.

A fixed or flat assessment was deemed to be inappropriate because larger residential, commercial and industrial properties receive a higher degree of benefit than other similarly used properties that are significantly smaller. (For properties used for commercial purposes, there is clearly a higher benefit provided to a property that covers several acres in comparison to a smaller commercial property that is on a 0.20 acre site. The larger property generally has a larger coverage area and higher usage by employees, customers, tourists and guests that would benefit from reduced mosquito and vector populations, as well as the reduced threat from diseases carried by mosquitoes and other vectors. This benefit ultimately flows to the property.) Larger commercial, industrial and apartment parcels, therefore, receive an increased benefit from the assessments.

In conclusion, the Assessment Engineer determined that the appropriate method of assessment apportionment should be based on the type and use of property, the relative size of the property, its relative population, and usage potential and its destination potential for mosquitoes. This method is further described below.

ASSESSMENT APPORTIONMENT

The special benefits derived from the Improved Mosquito, Vector and Disease Testing and Control Assessment are conferred on property and are not based on a specific property owner's occupancy of property or the property owner's demographic status, such as age or number of dependents. However, it is ultimately people who do or could use the property and who enjoy the special benefits described above. The opportunity to use and enjoy property within the Assessment Area without the excessive nuisance, diminished "livability" or the potential health hazards brought by mosquitoes and the diseases they carry is a special benefit to properties in the Assessment Area. This benefit can be in part measured by the number of people who potentially live on, work at, visit or otherwise use the property, because people ultimately determine the value of the benefits by choosing to live, work and/or recreate in the area, and by choosing to purchase property in the area.[23]

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[23] Benefits conferred upon property are related to the average number of people who could potentially live on, work at or otherwise could use a property, not how the property is currently used by the present owner.

In order to apportion the cost of the Services to property, each property in the Assessment Area is assigned a relative special benefit factor. This process involves determining the relative benefit received by each property in relation to a single-family home, or, in other words, on the basis of Single Family Equivalents (SFE). This SFE methodology is commonly used to distribute assessments in proportion to estimated special benefit. For the purposes of this Engineer's Report, all properties are designated an SFE value, which is each property's relative benefit in relation to a “benchmark” parcel in the Assessment Area. The "benchmark" property is the single family detached dwelling on a parcel of less than one acre. This benchmark parcel is assigned one Single Family Equivalent benefit unit or one SFE.

The special benefit conferred upon a specific parcel is derived as a sum function of the applicable special benefit type, such as improved safety on a parcel (i.e., disease risk reduction) and a parcel-specific attributes (such as the number of residents living on the parcel) which supports that special benefit. Calculated special benefit increases accordingly with an increase in the product of special benefit type and supportive parcel-specific attribute.

The calculation of the special benefit for parcels in the Assessment Area from the Services is summarized in the following equation:

$$\textbf{Special Benefit}_{\textbf{(per parcel)}} = \sum f\,\textbf{(Special Benefits, Property Specific Attributes}^{1}\textbf{)}_{\textbf{(per parcel)}}$$

1. Such as use, property type, and size.

RESIDENTIAL PROPERTIES

Certain residential properties in the Assessment Area that contain a single residential dwelling unit and are on a lot of less than or equal to one acre are assigned one Single Family Equivalent or 1.0 SFE. Traditional houses, zero-lot line houses, town homes, and secured mobile homes on a separate parcel (not in a mobile home park) are included in this category of single-family residential property.

Single family residential properties in excess of one acre receive additional benefit relative to a single-family home on up to one acre, because the larger parcels provide more area for mosquito sources and the mosquito, vector and disease control Services. Therefore, such larger parcels receive additional benefits relative to a single family home on less than one acre and are assigned 1.0 SFE for the residential unit and an additional rate equal to the agricultural rate described below of 0.0021 SFE per quarter acre of land area in excess of one acre. Mobile home parcels on a separate parcel and in excess of one acre also receive this additional acreage rate.

Other types of properties with residential units, such as agricultural properties, are assigned the residential SFE rates for the dwelling units on the property and are assigned additional SFE benefit units for the agricultural-use land area on the property.

Properties with more than one residential unit are designated as multi-family residential properties. These properties, along with condominiums, benefit from the Services in proportion to the number of dwelling units that occupy each property, the average number of people who reside in each property, and the average size of each property in relation to a single-family home in the Assessment Area. This Report analyzed the District's population density factors from the US Census updated through 2019 (which is the most recent data available at the present time) as well as average dwelling unit size for each property type. After determining the Population Density Factor and Square Footage Factor for each property type, an SFE rate is generated for each residential property structure, as indicated in Figure 4 below.

An SFE factor of 0.82 is applied to condominium parcels. The 0.44 per dwelling unit for multi-family residential properties applies to such properties with two to four units (duplex, triplex, fourplex). Properties in excess of five (5) units typically offer on-site management, monitoring and other control services that tend to offset some of the benefits provided by the District's Improved Mosquito, Vector and Disease Testing and Control Assessment. Therefore, the benefit for properties in excess of five (5) units is determined to be 0.38 SFE per unit for the first 20 units and 0.10 SFE per each additional unit in excess of 20 dwelling units.

FIGURE 3 – RESIDENTIAL ASSESSMENT FACTORS

Type of Residential Property	Pop. Density Equivalent	SqFt Factor	SFE Factor
Single Family Residential	1.00	1.00	**1.00**
Condominium	1.07	0.76	**0.82**
Duplex, Triplex, Fourplex	0.84	0.52	**0.44**
Multi-Family Residential (5+ Units)	0.77	0.49	**0.38**
Mobile Home on Separate Lot	0.86	0.75	**0.65**

Source: 2019 Census, Tulare County, and property dwelling size information from the Tulare County Assessor's Office.

COMMERCIAL AND INDUSTRIAL PROPERTIES

Commercial and industrial properties are generally open and operated for more limited times, relative to residential properties. Therefore, the relative hours of operation can be used as a measure of benefits, since employee density also provides a measure of the relative benefit to property. Since commercial and industrial properties are typically open and occupied by employees approximately one-half the time of residential properties, it is reasonable to assume that commercial land uses receive one-half of the special benefit on a land area basis relative to single family residential property.

The average size of a single-family home with 1.0 SFE factor in the Assessment Area is 0.25 acres. Therefore, a commercial property with 0.25 acres receives one-half the relative benefit, or a 0.50 SFE factor.

The SFE values for various commercial and industrial land uses are further defined by using average employee densities because the special benefit factors described previously are also related to the average number of people who work at commercial/industrial properties.

To determine employee density factors, this Report utilizes the findings from the San Diego County Association of Governments Traffic Generators Study (the "SANDAG Study") because these findings were approved by the State Legislature which determined the SANDAG Study to be a good representation of the average number of employees per acre of land area for commercial and industrial properties. As determined by the SANDAG Study, the average number of employees per acre for commercial and industrial property is 24. As presented in the following Figure, the SFE factors for other types of businesses are determined relative to their typical employee density in relation to the average of 24 employees per acre of commercial property.

Commercial and industrial properties in excess of 5 acres generally involve uses that are more land intensive relative to building areas and number of employees (lower coverage ratios). As a result, the benefit factors for commercial and industrial property land area in excess of 5 acres is determined to be the SFE rate per fifth acre for the first 5 acres and the relevant SFE rate per each additional acre over 5 acres. Institutional properties that are used for residential, commercial or industrial purposes are also assessed at the appropriate residential, commercial or industrial rate. Properties with commercial/office and residential mixed uses (i.e., commercial uses on the bottom floor and apartments on the upper floors) may be assessed for both uses for the parcel.

Self-storage and golf course property benefit factors are similarly based on average usage densities. The following Figure lists the benefit assessment factors for such business properties.

AGRICULTURAL, VINEYARDS, DRY RANGELAND, CEMETERY AND GOLF COURSE PROPERTIES

Utilizing research and agricultural employment reports from UC Davis, the California Employment Development Department and other sources, this Report calculated an average usage density of 0.05 people per acre for agriculture property, 0.01 for rangelands and timber, 1.2 for cemeteries, and 3.0 for golf courses. Since these properties typically are a source of mosquitoes and vectors and/or are typically closest to other sources of mosquitoes and other vectors, it is reasonable to determine that the benefit to these properties is twice the usage density ratio of commercial and industrial properties. The SFE factors per 0.25 acres of land area, after adjustment for the usage density, are shown in the following Figure 5.

FIGURE 4 – COMMERCIAL/INDUSTRIAL BENEFIT ASSESSMENT FACTORS

Type of Commercial/Industrial Land Use	Average Employees Per Acre [1]	SFE Units per Fraction Acre [2]	SFE Units per Acre After 5
Commercial	24	**0.500**	0.500
Office	68	**1.420**	1.420
Shopping Center	24	**0.500**	0.500
Industrial	24	**0.500**	0.500
Self Storage or Parking Lot	1	**0.021**	
Wineries [3]	12	**0.250**	
Golf Course	3	**0.033**	
Cemeteries	1.20	**0.050**	
Agriculture / Vineyards	0.05	**0.00210**	
Timberland / Dry Rangeland	0.01	**0.00042**	

1. Source: San Diego Association of Governments Traffic Generators Study, University of California, Davis and other studies and sources.
2. The SFE factors for commercial and industrial parcels indicated above are applied to each quarter acre of land area or portion thereof. Additional acres over five for commercial, office, shopping center and industrial parcels are calculated per acre or portion thereof. (Therefore, the minimum assessment for any assessable parcel in these categories is the SFE Units listed herein.)

VACANT PROPERTIES

The benefit to vacant properties is determined to be proportional to the corresponding benefits for similar type developed properties. However, vacant properties are assessed at a lower rate due to the lack of active benefits, as measured by use by residents, employees, customers, and guests. A measure of the benefits accruing to the underlying land is the average value of land in relation to improvements for developed property. An analysis of the assessed valuation data from the Tulare County found that 34% of the assessed value of improved property is classified as land value. Since vacant properties have very low to zero population/use densities until they are developed, a 50% benefit discount is applied to the valuation factor of 0.34 to account for the current low use density and potential for harm or nuisance to the property owner or his or her residents, employees, customers and guests. The combination of these measures results in a 0.20 factor. It is reasonable to assume, therefore, that approximately 20% of the benefits are related to the underlying land and 80% are related to the day-to-day use of the property. Using this ratio, the SFE factor for vacant parcels is 0.20 per parcel.

It must be noted that in future years, the SFE factors for properties in the proposed Service Area will be reviewed and updated to reflect changes in land use – i.e., vacant land that has been developed, residential land that has been rezoned to commercial – for assessment calculation purposes.

OTHER PROPERTIES

Article XIIID stipulates that publicly owned properties must be assessed unless those properties are reasonably determined to receive no special benefit from the assessment.

All properties that are specially benefited are assessed. Publicly owned property that is used for purposes similar to private residential, commercial, industrial, agricultural or institutional uses is benefited and assessed at the same rate as such privately owned property.

Miscellaneous, small and other parcels such as roads, right-of-way parcels, and common areas typically do not generate significant numbers of employees, residents, customers or guests and have limited economic value. These miscellaneous parcels receive minimal benefit from the Services and are assessed an SFE benefit factor of 0.

DURATION OF ASSESSMENT

The assessment ballot proceeding authorized the Assessment to be levied for fiscal year 2021-22 and every year thereafter, so long as mosquitoes and other vectors remain in existence and the Delta Mosquito and Vector Control District requires funding from the Assessment for its Services in the Assessment Area. As noted previously, if the Assessment and the duration of the Assessment are approved by property owners in an assessment ballot proceeding, the Assessment can be levied annually after the Delta Mosquito and Vector Control District Board of Trustees approves an annually updated Engineer's Report, budget for the Assessment, Services to be provided, and other specifics of the Assessment. In addition, Board of Trustees must hold an annual public hearing to continue the Assessment.

APPEALS AND INTERPRETATION

Any property owner who feels that the Assessment levied on the subject property is in error as a result of incorrect information being used to apply the foregoing method of assessment, may file a written appeal with the Manager of the Delta Mosquito and Vector Control District or his or her designee. Any such appeal is limited to correction of an assessment during the then current fiscal year or, if before July 1, the upcoming fiscal year. Upon the filing of any such appeal, the District Manager or his or her designee will promptly review the appeal and any information provided by the property owner. If the District Manager or his or her designee finds that the assessment should be modified, the appropriate changes shall be made to the Assessment Roll. If any such changes are approved after the Assessment Roll has been filed with Tulare County for collection, the District Manager or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the District Manager, or his or her designee, shall be referred to the District Board of Trustees. The decision of the District Board of Trustees shall be final.

ASSESSMENT

The Delta Mosquito and Vector Control District Board of Trustees contracted with the undersigned Engineer of Work to prepare and file a report presenting an estimate of costs of Services, a diagram for the benefit assessment for the Assessment Area, an assessment of the estimated costs of Services, and the special and general benefits conferred thereby upon all assessable parcels within the Assessment Area,

The undersigned, by virtue of the power vested in me under Article XIIID of the California Constitution, the Government Code, the Health and Safety Code, and the order of Delta Mosquito, Vector, and Disease Control District Board of Trustees, I hereby make the following determination of an assessment to cover the portion of the estimated cost of the Services, and the costs and expenses incidental thereto to be paid by the Mosquito, Vector and Disease Control Assessment.

The District's Mosquito, Vector, and Disease Control Program has evaluated and estimated the costs of extending and providing the Services to the Assessment Area. The estimated costs are summarized in Figure 3 and detailed in Figure 6 below.

The amount to be paid for the Services and the expenses incidental thereto, to be paid by the Delta Mosquito, Vector, and Disease Control Program for fiscal year 2021-22 is generally as follows:

FIGURE 5 – SUMMARY COST ESTIMATE – FY 2021-22 BUDGET

Total Mosquito Control Services and Related Expenditures	$3,851,632
Total Incidental Costs	$145,819
Total Contributions from other Sources	($2,973,905)
Total Mosquito, Vector and Disease Control Services and Incidentals	$1,023,546
Budget Allocation to Property	$1,023,546

An Assessment Diagram is hereto attached and made a part hereof showing the exterior boundaries of the Assessment Area. The distinctive number of each parcel or lot of land in the Assessment Area is its Assessor Parcel Number appearing on the Assessment Roll.

I do hereby determine and apportion the net amount of the cost and expenses of the Services, including the costs and expenses incidental thereto, upon the parcels and lots of land within the Improved Mosquito, Vector and Disease Testing and Control Assessment, in accordance with the special benefits to be received by each parcel or lot, from the Services, and more particularly set forth in this Engineer's Report.

The assessment determination is made upon the parcels or lots of land within the Assessment Area in proportion to the special benefits to be received by the parcels or lots of land, from the Services.

The assessment is subject to an annual adjustment tied to the Western Region's Pacific Division Consumer Price Index for All Urban Consumers (CPI-U), as of December of each succeeding year ("CPI"), with a maximum annual adjustment not to exceed 3%. Any change in the CPI in excess of 3% shall be cumulatively reserved as the "Unused CPI" and shall be used to increase the maximum authorized assessment rate in years in which the CPI is less than 3%. The maximum authorized assessment rate is equal to the maximum assessment rate in the first fiscal year the assessment was levied adjusted annually by the minimum of 1) 3% or 2) the change in the CPI plus any Unused CPI as described above.

If property owners in the Assessment Area, in an assessment ballot proceeding, approve the initial fiscal year benefit assessment for special benefits to their property including the CPI adjustment schedule, the assessment may be levied annually and may be adjusted by up to the maximum annual CPI adjustment without any additional assessment ballot proceeding. In the event that in future years the assessments are levied at a rate less than the maximum authorized assessment rate, the assessment rate in a subsequent year may be increased up to the maximum authorized assessment rate without any additional assessment ballot proceeding.

Each parcel or lot of land is described in the Assessment Roll by reference to its parcel number as shown on the Assessor's Maps of the Tulare County for the fiscal year 2021-22. For a more particular description of the property, reference is hereby made to the deeds and maps on file and of record in the office of the County Assessor of Tulare County.

I hereby place opposite the Assessor Parcel Number for each parcel or lot within the Assessment Roll, the proposed amount of the assessment for fiscal year 2021-22 for each parcel or lot of land within the Mosquito, Vector and Disease Control Assessment Area.[24]

Dated: May 26, 2021

Engineer of Work

By: ______________________________

John W. Bliss, License No. C052091

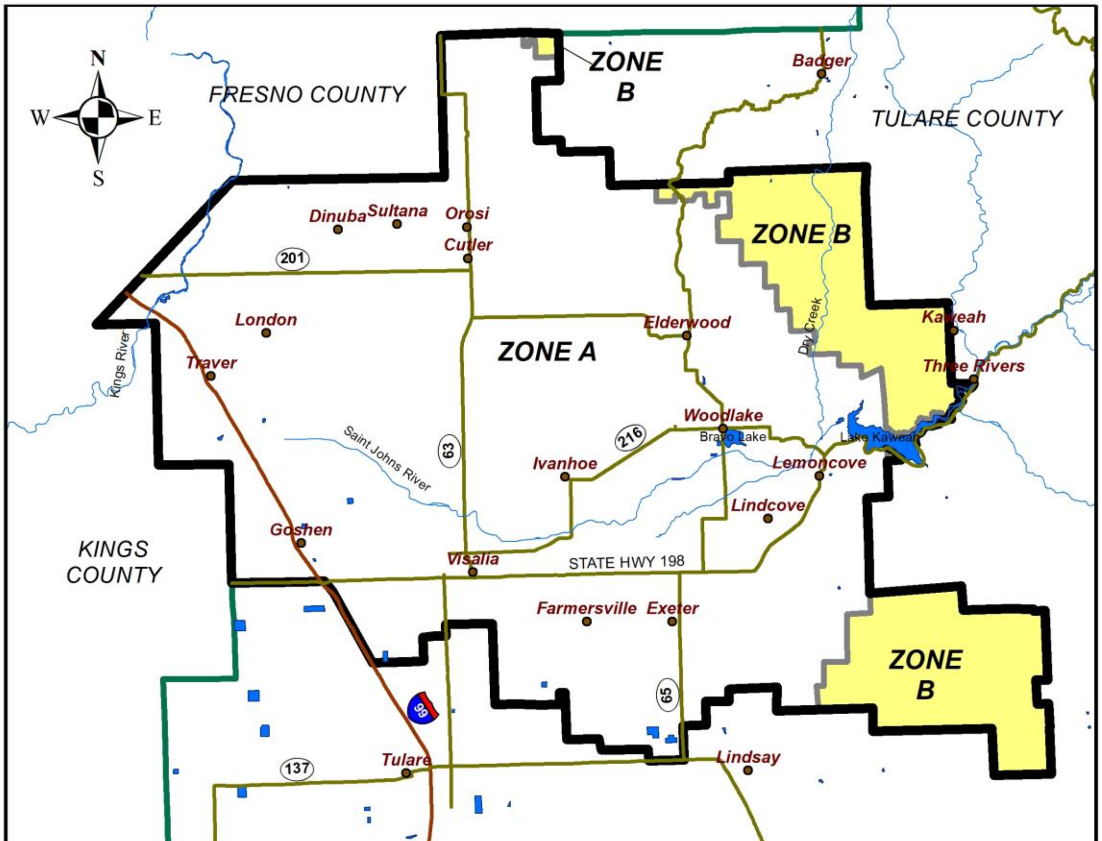
[24] Each parcel has a uniquely calculated assessment based on the estimated level of special benefit to the property as determined in accordance with this Engineer's Report.

ASSESSMENT ROLL

Reference is hereby made to the Assessment Roll in and for the assessment proceedings on file in the office of Delta Mosquito and Vector Control District, as the Assessment Roll is too voluminous to be bound with this Report.

ASSESSMENT DIAGRAM

The boundaries of the proposed Mosquito, Vector and Disease Control Assessment are displayed on the following Assessment Diagram.



Assessment District Boundary
Zone B Boundary
County Boundary

FILED IN THE OFFICE OF THE GENERAL MANAGER OF THE DELTA VECTOR CONTROL DISTRICT, COUNTY OF TULARE, CALIFORNIA, THIS ____ DAY OF______, 2021.

____

DISTRICT MANAGER

RECORDED IN THE OFFICE OF THE GENERAL MANAGER OF THE DELTA VECTOR CONTROL DISTRICT, COUNTY OF TULARE, CALIFORNIA, THIS ___ DAY OF_____, 2021.

____

DISTRICT MANAGER

AN ASSESSMENT WAS CONFIRMED AND LEVIED BY THE BOARD OF TRUSTEES OF THE DELTA VECTOR CONTROL DISTRICT, COUNTY OF TULARE, ON THE LOTS, PIECES AND PARCELS OF LAND ON THIS ASSESSMENT DIAGRAM ON THE _____ DAY OF ________, 2021 FOR THE FISCAL YEAR 2021-22 AND SAID ASSESSMENT DIAGRAM AND THE ASSESSMENT ROLL FOR SAID FISCAL YEAR WERE FILED IN THE OFFICE OF THE GENERAL MANAGER OF THE DELTA VECTOR CONTROL DISTRICT, COUNTY OF TULARE, CALIFORNIA ON THE ______ DAY OF ____________, 2021. REFERENCE IS HEREBY MADE TO SAID RECORDED ASSESSMENT ROLL FOR THE EXACT AMOUNT OF EACH ASSESSMENT LEVIED AGAINST EACH PARCEL OF LAND.

____

DISTRICT MANAGER

Note:
REFERENCE IS HEREBY MADE TO THE MAPS AND DEEDS OF RECORD IN THE OFFICE OF THE ASSESSOR OF THE COUNTY OF TULARE FOR A DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF ANY PARCEL SHOWN HEREIN. THOSE MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH PARCELS. EACH PARCEL IS IDENTIFIED IN SAID MAPS BY ITS DISTINCTIVE ASSESSOR'S PARCEL NUMBER

PREPARED BY:
SCI CONSULTING GROUP
4745 MANGELS BOULEVARD
FAIRFIELD, CA 94534
707-430-4300

Assessment Diagram
Delta Vector Control District
Improved Mosquito, Vector and Disease Testing and Control Assessment District

CITY OF DINUBA
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CALIFORNIA • 1906

City Council Staff Report

Department: CITY MANAGER'S OFFICE July 13, 2021

To: Mayor and City Council

From: Linda Barkley, City Clerk

Subject: Designation of League of California Cities Voting Delegate and Alternate(s) (LB)

RECOMMENDATION

Council to appoint a delegate and alternate delegate(s) to vote on matters pertaining to League policy on behalf of the City of Dinuba at the League of California Cities Annual Business Meeting.

EXECUTIVE SUMMARY

The annual League of California Cities' Business Meeting will be held on September 22 - 24, 2021, in Sacramento, CA. The City Council must designate a voting delegate, and may also appoint up to two (2) alternate voting delegates, to vote on the City's behalf concerning League policy. Only the delegate and alternates appointed by the City Council and, who are registered to attend the annual League Conference, may vote at the annual business meeting.

OUTSTANDING ISSUES

None.

DISCUSSION

The annual League of California Cities conference is scheduled to be held September 22 - 24, 2021, in Sacramento, CA. The League's annual business meeting will take place on Friday, September 24, 2021, where member cities will cast their votes for resolutions concerning League policy. Each member city has the right to cast one vote (Attachment 'A').

Consistent with the League's bylaws, the City Council may designate a voting delegate and up to two (2) alternates. Alternates are designated in the event that the voting delegate is unable to serve in that capacity. Only those individuals who are voting delegates (or alternates) may sign petitions to initiate a League resolution. In addition, all voting delegates and alternates must be registered participants at the annual conference.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.

ATTACHMENTS:

A. League Delegate Voting Procedures

LEAGUE OF CALIFORNIA CITIES

Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.

2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.

4. **Signing Initiated Resolution Petitions**. Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.

6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.

7. **Resolving Disputes**. In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.

City Council Staff Report

Department: PUBLIC WORKS July 13, 2021

To: Mayor and City Council

From: Ismael Hernandez, Public Works Director

By: George Avila, Business Manager

Subject: 2021 California Drought Conditions Update (IH)

RECOMMENDATION

Council receive information regarding the State's current drought conditions an direct staff accordingly.

EXECUTIVE SUMMARY

The State of California is once again experiencing significant drought conditions. On May 10, 2021 the Governor's emergency drought declaration was expanded to include Tulare County. To date, the Governor's proclamation does not mandate water conservation or stipulate any mandatory restrictions. However, staff will continue to monitor this situation closely and will keep the Council informed of any new developments. At this time the City remains in stage two of the water conservation stages described in the Dinuba Municipal Code.

OUTSTANDING ISSUES

None.

DISCUSSION

On April 21, 2021 Governor Newsom signed a drought emergency proclamation directing state agencies to "take immediate action to bolster drought resilience across the state and declaring a State of Emergency in Mendocino and Sonoma counties due to severe drought conditions in the Russian River Watershed". On May 10th that proclamation was amended to add an additional 39 counties to the State of Emergency designation. This addition included Tulare County and several other valley counties.

On July 8th the proclamation was expanded further and now includes 50 counties in the State making up 42% of the State's total population. As of the date this report was written, the Governor's proclamation does not constitute an order. The Governor is urging California residents and businesses to voluntarily curb water use by 15% as the state's drought conditions worsen. It is expected that the extremely dry soil, low precipitation, reduced snowpack and the record breaking heatwave will further exacerbate current conditions.

Staff will monitor this situation closely and will provide the City Council with regular updates. As it stands the City continues to enforce stage two of the water conservation measures described in the Dinuba Municipal Code. Below are the stage two guidelines:

<u>Stage 2. Mandatory Compliance-Water Alert</u>

1. Irrigation utilizing individual sprinklers or sprinkler systems of lawns, gardens, landscaped areas, trees, shrubs or other plants is permitted only on designated days between the hours of seven p.m. and ten a.m. Irrigation of lawns, gardens, landscaped areas, trees, shrubs or other plants is permitted at any time if:

a. A handheld hose with a positive shut off nozzle is used or,
b. A handheld bucket is used or,
c. A drip irrigation system is used.

Exception: Commercial nurseries, commercial sod farmers, and similar establishments are exempt from Stage 2 irrigation restrictions, but will be requested to curtail all nonessential water use.

2. The washing of automobiles, trucks, trailers, boats, airplanes and other types of mobile equipment is permitted only between the hours of seven p.m. and ten a.m. Such washing, when allowed, shall be done with a handheld bucket, or a handheld hose equipped with a positive shutoff nozzle for quick rinses.

Exception: Washing may be done at any time on the immediate premises of a commercial carwash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety and welfare of the public is contingent upon frequent vehicle cleanings, such as emergency vehicles, garbage trucks and vehicles to transport food and perishables.

3. The refilling or adding of water to swimming pools, wading pools and/or spas is permitted only between the hours of seven p.m. and ten a.m.

4. The operation of any ornamental fountain or other structure making similar use of water is prohibited unless the fountain uses a recycling system, such as an electric pump.

5. The washing of sidewalks, driveways, parking areas, courts, patios or other paved areas is absolutely prohibited.

6. All restaurants are requested to serve water to customers only when specifically requested by the customers.

City Staff will continue to encourage water conservation through social media and the City's website. As mentioned above water conservations measures at the State level are currently voluntary. However, if drought conditions continue to deteriorate more restrictive and perhaps mandatory measures will be required.

FISCAL IMPACT

PUBLIC HEARING

City Council Staff Report

Department: CITY MANAGER'S OFFICE July 13, 2021

To: Mayor and City Council

From: Daniel James, Assistant City Manager

Subject: Conference with Real Property Negotiators

RECOMMENDATION

Pursuant to GC 54956.8, Sale of Real Property; Property: APN(s): 017-280-020
Agency Negotiator(s): Luis Patlan, City Manager and Daniel James, Assistant City Manager
Under Negotiation: Letter of Intent to Purchase

EXECUTIVE SUMMARY

OUTSTANDING ISSUES

DISCUSSION

FISCAL IMPACT

PUBLIC HEARING