



Tuesday, July 11, 2023 / 6:30 PM / City Hall / 405 East El Monte Way, Dinuba

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

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 54954.2(b).

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.

4. CONSENT CALENDAR

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

4.1. SUBJECT

Resolution No. 2023-37 Authorizing the submittal of a Financial Assistance Application for the Planning and Design of Sewer Collection and Wastewater Treatment Plant Improvements to the State Water Resources Control Board (GA)

RECOMMENDATION

Council adopt Resolution No. 2023-37 authorizing the City Manager or Public Works Director to submit a financial assistance application to the State Water Resources Control Board (SWRCB) for the planning and design of sanitary sewer collection system and wastewater treatment plant improvements.

4.2. SUBJECT

Approval of City Council Meeting Minutes (MA)

RECOMMENDATION

Council to review and approve the City Council meeting of June 27, 2023 as presented.

4.3. SUBJECT

Resolution No. 2023-38 Industrial Disability Retirement of Jason Kent (MA)

RECOMMENDATION

Council to adopt Resolution No. 2023-38 allowing Jason Kent to be placed on industrial disability retirement.

4.4. SUBJECT

Request for Excused Absence Vice Mayor Rachel Nerio-Guerrero (MA)

RECOMMENDATION

Council to excuse the absence of Vice Mayor Rachel Nerio-Guerrero from the City Council meeting of June 27, 2023.

5. WARRANT REGISTER

5.1. SUBJECT

Warrant Register June 30 & July 7, 2023 (KS)

RECOMMENDATION

Council to review and approve the Warrant Register as presented.

6. DEPARTMENT REPORTS

6.1. SUBJECT

Approval of Real Property Purchase and Sale Agreement between the City of Dinuba and MB Developers, LLC (DJ)

RECOMMENDATION

Council to approve a Real Property Purchase and Sale Agreement for one (1) acre of commercial property (APN: 017-280-020) between the City of Dinuba and MB Developers, LLC for the development of a Chipotle Mexican Grill.

7. MAYOR/COUNCIL REPORTS

8. CITY MANAGER COMMUNICATIONS

9. CITY STAFF COMMUNICATIONS

10. 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)

559.591.5900 / FAX 559.591.5902 . e-mail address: info@dinuba.ca.gov. www.dinuba.org



City Council Staff Report

Department: PUBLIC WORKS

July 11, 2023

To: Mayor and City Council

From: George Avila, Interim Public Works Director

Subject: Resolution No. 2023-37 Authorizing the submittal of a Financial Assistance Application for the Planning and Design of Sewer Collection and Wastewater Treatment Plant Improvements to the State Water Resources Control Board (GA)

RECOMMENDATION

Council adopt Resolution No. 2023-37 authorizing the City Manager or Public Works Director to submit a financial assistance application to the State Water Resources Control Board (SWRCB) for the planning and design of sanitary sewer collection system and wastewater treatment plant improvements.

EXECUTIVE SUMMARY

The State Water Resources Control Board offers financial assistance for the planning and design of new sewer and wastewater system improvements. The City wishes to submit an application for up to \$500,000 to conduct a condition assessment of the sewer collection system, explore the feasibility of connecting all septic tank customers to City sewer and make necessary improvements at the wastewater treatment plant.

OUTSTANDING ISSUES

None.

DISCUSSION

The City of Dinuba owns and operates a sewer collection system and wastewater treatment plant. The collection system contains more than 70 miles of gravity sewer aided by 11 sanitary sewer lift stations. The wastewater treatment plant is designed and permitted for a capacity of approximately 3.14 million gallons per day. Maintaining this system and the facility in good working order is critical for the City to continue to provide essential services to Dinuba residents. All improvements to the City's sewer system are funded by sewer charges collected from utility customers.

The State Water Resources Control Board offers financial assistance through the Clean Water State Revolving Fund (CWSRF) Program for wastewater planning. This funding is intended to provide cities with the resources to prepare preliminary engineering, environmental assessment and other related documentation to understand the current and future needs and upgrades to the sewer collection and wastewater treatment system. The study will include evaluating the feasibility of connecting all remaining septic services to the city's sewer collection and treatment system. Upon completion of these initial planning efforts the city will be in a good position to apply for future construction funding to implement identified upgrades.

The city intends to apply for a grant up to \$500,000. The State requires that a resolution authorizing the submittal of an application be adopted by the City Council. A copy of Resolution No. 2023-37 is enclosed herein as Attachment 'A'.

FISCAL IMPACT

The City wishes to engage AM Consulting Engineers for the preparation of the planning application for a cost of \$2,500 that will be paid for out of the sewer operating fund.

PUBLIC HEARING

None.

ATTACHMENTS:

A. Resolution Number 2023-37

RESOLUTION NO. 2023-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA APPROVING THE SUBMITTAL OF A FINANCIAL ASSISTANCE APPLICATION TO THE STATE WATER RESOURCES CONTROL BOARD FOR THE PLANNING AND DESIGN OF SANITARY SEWER COLLECTION SYSTEM AND WASTEWATER TREATMENT PLANT IMPROVEMENTS, AND AUTHORIZING THE CITY MANAGER OR PUBLIC WORKS DIRECTOR TO EXECUTE ALL REQUIRED FUNDING DOCUMENTS

WHEREAS, the City of Dinuba (City) has the authority to construct, operate and maintain its sanitary sewer collection system, including its wastewater treatment plant (WWTP) and;

WHEREAS, some Dinuba residents still rely on individual septic tanks and;

WHEREAS, individual septic tanks can cause groundwater contamination and;

WHEREAS, the City needs to complete improvements to its sanitary sewer collection system and WWTP and;

WHEREAS, the State Water Resources Control Board offers planning and design grants to disadvantaged communities to prepare preliminary engineering, environmental and other miscellaneous documentation required to submit a Clean Water State Revolving Fund (CWSRF) Construction Application.

NOW, THEREFORE, BE IT RESOLVED as follows:

Section 1. The City Manager (the “Authorized Representative”) or the Public Works Director is hereby authorized and directed to sign and file, for and on behalf of the City of Dinuba, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of Sanitary Sewer Collection and Wastewater Treatment Plant Improvements (the “Project”).

Section 2. This Authorized Representative, or the Public Works Director, is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.

Section 3. The Authorized Representative, or the Public Works Director, is designated to represent the City of Dinuba in carrying out the City of Dinuba’s responsibilities under the financing agreement, including certifying disbursement requests on behalf of the City of Dinuba and compliance with applicable state and federal laws.

PASSED AND ADOPTED by the City Council of the City of Dinuba at a regular meeting held on the 11th day of July 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Maribel Reynosa, Honorable Mayor

ATTEST:

Maria Alaniz, City Clerk



City Council Staff Report

Department: CITY CLERK

July 11, 2023

To: Mayor and City Council

From: Maria Alaniz, City Clerk/Human Resources Director

Subject: Approval of City Council Meeting Minutes (MA)

RECOMMENDATION

Council to review and approve the City Council meeting of June 27, 2023 as presented.

EXECUTIVE SUMMARY

None.

OUTSTANDING ISSUES

None.

DISCUSSION

None.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.

ATTACHMENTS:

City Council Meeting Minutes, June 27, 2023



**June 27, 2023
MINUTES**

COUNCIL MEMBERS PRESENT:

Prado, Reynosa, Launer, Thusu via-Zoom

COUNCIL MEMBERS ABSENT:

Nerio-Guerrero

STAFF MEMBERS PRESENT:

Alaniz, Avila, Hurtado, Iriarte, James, Montejano, Patlan, Solis, Watts, Webster, Yanez

1. Remote Attendance

Thusu

- 1.1. Click for remote access options via zoom per AB 2449

2. OPENING CEREMONIES

- 2.1. Welcome and Call to Order

Mayor Reynosa called the meeting to order at 6:30 p.m.

- 2.2. Invocation

The invocation was led by Chaplain Susee.

- 2.3. Pledge of Allegiance

The pledge of allegiance was led by Council Member Prado.

3. AGENDA CHANGES OR DELETIONS

To better accommodate members of the public or convenience in the order of presentation, items on the agenda may not be presented or acted upon in the order listed. Additions to Agenda may be added only pursuant to California Government Code section 54954.2(b).

- 3.1. Leadership Class of Northern Tulare County Report of 2023 Cinco de Mayo Event (MA)

The Leadership Northern Tulare County participants Joanne Bear and Anna Santillan presented the 2023 Cinco de Mayo event report. They reported that the event was a success.

The Council gave words of appreciation.

4. REQUEST TO ADDRESS COUNCIL

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None.

5. CONSENT CALENDAR

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5.1. SUBJECT

Second Reading of Ordinance 2023-05 Related to Prohibited Activities in Parks and Recreational Facilities (DY)

RECOMMENDATION

City Council to take the following action by one motion:

Conduct second reading of Ordinance No. 2023-05 by title "Adding Chapter 49 'Unauthorized Encampments and Prohibited Activities on Public Property' to Title 9 of the Dinuba Municipal Code"; Waive further reading of Ordinance 2023-05 and adopt Ordinance 2023-05 either as drafted or subject to any revisions agreed to by the Dinuba City Council; and authorize the repeal of Ordinance 2023-04 on the effective date of Ordinance No. 2023-05.

5.2. SUBJECT

Approval of Agreement Between the City of Dinuba and the Dinuba Unified School District for the School Resource Officer for FY 2023-24 (AI)

RECOMMENDATION

Council to approve the School Resource Officer (SRO) Agreement with the Dinuba Unified School District for the 2023-24 school year and authorize the City Manager or designee to execute the agreement.

5.3. SUBJECT

Approval of City Council Meeting Minutes (MA)

RECOMMENDATION

Council to review and approve the City Council meeting of June 13, 2023 as presented.

5.4. SUBJECT

Cancellation of City Council Meeting Scheduled on August 8, 2023 & September 12, 2023 (MA)

RECOMMENDATION

Council to approve cancellation of the City Council meetings of August 8, 2023 and September 12, 2023.

A motion was made by Council Member Prado , second by Council Member Launer, to review and approve Consent Calendar as presented.

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

6. WARRANT REGISTER

6.1. SUBJECT

Warrant Register June 16 & 23, 2023 (KS)

RECOMMENDATION

Council to review and approve the Warrant Register as presented.

A motion was made by Council Member Launer, second by Council Member Prado , to review and approve Warrant Register as presented.

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

7. PUBLIC HEARING

7.1. SUBJECT

Extension of Urgency Ordinance No. 2032-04 Regarding “Prohibited Activities in Public Parks and Recreation Facilities” (DY)

RECOMMENDATION

City Council to receive staff report, open and close a public hearing, and vote, by a 4/5 majority to extend Urgency Ordinance No. 2023-04 related to “Prohibited Activities in Public Parks and Recreation Facilities”.

City Attorney Yanez presented an extension of the current Urgency Ordinance NO. 2023-04 related to “Prohibited Activities in Public Parks and Recreation Facilities”.

Mayor Reynosa opened the public hearing.

There was no public comment.

Mayor Reynosa closed the public hearing.

A motion was made by Council Member Launer, second by Council Member Prado , to receive staff report, open, and close a public hearing, and vote, by a 4/5 majority to extend Urgency Ordinance No. 2023-04 related to “Prohibited Activities in Public Parks and Recreation Facilities”.

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

7.2. SUBJECT

Resolution No. 2023-35 Adopting FY 2023/24 Operating Budget and Capital Improvement Program and Adjustments to the FY 2022/23 Budget; and Resolution 2023-36 Adopting the FY 2023/24 GANN Appropriations Limit (KS)

RECOMMENDATION

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

1. Adopt Resolution No. 2023-35 approving the Fiscal Year 2023/24 Operating Budget and Capital Improvement Program and adjustments to the Fiscal Year 2022/23 budget;
2. Adopt Resolution No. 2023-36 establishing the Appropriations (GANN) Limit for Fiscal Year 2023/24.

Administrative Services Director Solis presented the Fiscal Year 2023/24 Operating Budget and Capital Improvement Program and adjustments to the Fiscal Year 2022/23 budget. Solis reported that the CDTFA will complete their audit by the end of 2023, until then a conservative approach has been taken. Solis advised that some of the vacancies that will be filled this year include three Firefighter Paramedics, Code Enforcement Officer, Part time Ambulance Billing Clerk, Building Official, and Permit Technician. Solis advised that if funding from Alta District is unavailable the Firefighter Paramedic positions would be covered by general fund and Ambulance.

Patlan advised that he has spoken with Alta District attorney and funding still looks promising.

Council expressed their satisfaction with the budget and staff's attention.

Mayor Reynosa opened the public hearing.

No comment were made.

Mayor Reynosa closed the public hearing.

A motion was made by Council Member Launer, second by Council Member Thusu, to adopt Resolution No. 2023-35 approving the Fiscal Year 2023/24 Operating Budget and Capital Improvement Program and adjustments to the Fiscal Year 2022/23 budget, and adopt Resolution No. 2023-36 establishing the Appropriations (GANN) Limit for Fiscal Year 2023/24.

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

8. DEPARTMENT REPORTS

8.1. SUBJECT

Award of Contract to Avison Construction, Inc. for the Safety Improvements at Various Locations; Federal Project No. HSIPL 5143(034) (JW)

RECOMMENDATION

Council to award the contract for the Safety Improvements at Various Locations to Avison Construction, Inc. in the amount of \$2,057,721.00 and authorize the City Manager or designee to execute the contract documents.

City Engineer Watts presented the Safety Improvements Contract for various locations. Watts requested that the Council award the contract to Avison Construction, Inc. in the amount of \$2,057,721.00.

A motion was made by Council Member Launer, second by Council Member Prado , to award the contract for the Safety Improvements at Various Locations to Avison Construction, Inc. in the amount of \$2,057,721.00 and authorize the City Manager or designee to execute the contract documents.

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

8.2. SUBJECT

Award of Contract to Avison Construction, Inc. for the FY 22/23 Street Reconstruction Projects (JW)

RECOMMENDATION

Council to award the contract for the FY 22/23 Street Reconstruction Projects to Avison Construction, Inc. in the amount of \$2,088,095.00 and authorize the City Manager or designee to execute the contract documents.

City Engineer Watts presented the FY 22/23 Street Reconstruction Project. Watts requested that the Council award the contract to Avison Construction, Inc. in the amount of \$2,088,095.00.

A motion was made by Council Member Prado , second by Council Member Launer, to award the contract for the FY 22/23 Street Reconstruction Projects to Avison Construction, Inc. in the amount of \$2,088,095.00 and authorize the City Manager or designee to execute the contract documents.

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

8.3. SUBJECT

Award of Contract to Pavement Coatings Company for the FY 22/23 Street Rehabilitation Project (JW)

RECOMMENDATION

Council to award the contract for the FY 22/23 Street Rehabilitation Project to Pavement Coatings Company in the amount of \$536,342.85 and authorize the City Manager or designee to execute the contract documents.

City Engineer Watts presented the FY 22/23 Street Rehabilitation Project. Watts requested that the Council award the contract to Pavement Coating Company in the amount of \$536,342.85. Watts advised that the rehabilitation areas were identified during the pavement management program.

Patlan recommended the approval of Add Alt. #5 for the bid submitted by Pavement Coatings Company.

A motion was made by Council Member Thusu, second by Council Member Prado , to award the contract for the FY 22/23 Street Rehabilitation Project to Pavement Coatings Company in the amount of \$536,342.85 and authorize the City Manager or designee to execute the contract documents.

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

8.4. SUBJECT

Award of Contract to JT2, Inc. DBA Todd Companies for the Nebraska Park Improvements Project (JW)

RECOMMENDATION

Council to award the contract for the Nebraska Park Improvements Project to JT2, Inc. DBA Todd Companies in the amount of \$225,000.00 and authorize the City Manager or designee to execute the contract documents.

City Engineer Watts presented the contract for the Nebraska Park Improvements. Watts requested that the Council award the contract to JT2, Inc. DBA Todd Companies in the amount of \$225,000.00. Watts advised that the Nebraska Park improvement will double the ponding basin capacity.

A motion was made by Council Member Thusu, second by Council Member Launer, to award the contract for the Nebraska Park Improvements Project to JT2, Inc. DBA Todd Companies in the amount of \$225,000.00 and authorize the City Manager or designee to execute the contract documents.

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

8.5. SUBJECT

2023 Water and Sewer Utility Rate Study - Rate Option Selection (GA)

RECOMMENDATION

Council to receive information regarding the 2023 Water and Sewer Utility Rate Study, selected a preferred option, and direct staff to prepare the required Proposition 218 notice to utility customers.

Interim Public Works Director Avila presented information on the 2023 Water and Sewer Utility Rate Study for the Council to select the preferred option.

Avila advised that staff has worked with Willdan Financial Services on the 2023 water and sewer rate study. The research confirmed rate adjustments are

necessary to maintain service levels.

Avila reviewed the three rate study tiers and advised that all three tiers would include a 90-day operating cash reserve. Avila advised that once the council made a recommendation there would be a public hearing with an estimated implementation date of October 1st.

The council selected tier option 3A.

9. MAYOR/COUNCIL REPORTS

Council Member Thusu reported attending a policy meeting in Pomona. Thusu advised that the TCRTA executive committee passed the budget for the year. TCAG has not made a decision on Porterville's withdrawal from the organization and has placed it back for Porterville to decide.

Council Member Launer attended the Fire department luncheon for the three probationary Firefighters. Launer asked for the city attorney to look into 9A72 and how it will impact the community. Launer reported attending various meetings.

Council member Prado reported attending the Ridge Creek Friday evening event and the EDC meeting.

Mayor Reynosa reported attending the Kiwanis Award dinner and the Fire department luncheon. Reynosa shared that it was a pleasure working with youth from city summer fun program who visited the Alta Historical Society event. Reynosa attended the Friday Concert at the park and the Ridge Creek Friday evening event both were well attended.

10. CITY MANAGER COMMUNICATIONS

City Manager Patlan reported that the former Rite Aide building is in the process of being split for a Ross and a second tenant. Patlan reported that Superior Grocers is making renovations and will soon be moving in. Patlan advised that a second Starbucks will be moving into the Mercantile Row area by fall.

11. CITY STAFF COMMUNICATIONS

Assistant City Manager James reported meeting with Interim Public Works Director Avila and Chief Iriarte regarding the industries for service program and will soon be coming up with a draft program.

Director Solis reported the current recruitment for a Part-Time and Full Time Billing clerk. Solis advised there will be interviews on Thursday for the Full Time Accounting Technician II vacancy. Solis advised that the interim audit was conducted last week with the new Auditor, and the fiscal year end is June 30th. Staff is currently working on closing year-end.

City Attorney Yanez is presenting the permanent camping ordinance on consent for approval. Yanez has made the revisions requested by the council. Yanez reported that city staff has been working on implementation. Yanez is working on a shopping cart ordinance that will be presented to the council in July.

Police Chief Iriarte reported his department has been busy with interviews for Reserve Officers and the Police Department participated in the torch run on Thursday for Special Olympics.

Fire Chief Webster reported that four Firefighter Paramedics just completed the academy and two more firefighter EMT are attending the academy at the end of July. Webster reported that his department along with Police will have an illegal fireworks enforcement detail Friday, Saturday Sunday, and Tuesday.

Interim Public Works Director Avila reported conducting final interviews for Utility Workers. Avila reminded staff and the council that the Summer Clean up is July 8th from 7 a.m. to 3 p.m.

City Engineer Watts reported that he has several projects going to bid and that Caltrans gave the green light for the Kamm roundabout. Watts will continue to provide updates to the council on all projects.

Parks and Community Service Director Hurtado reported that the department is busy getting ready for events on Friday and Monday. Hurtado reported that the upcoming BBQ event has 12 competitors signed up so far.

12. CLOSED SESSION

12.1. Liability Claim (MA)

Pursuant to GC 54956.95; Claimant(s): Alejandro Jacobo.
Agency claimed against: City of Dinuba.

Claim was rejected.

12.2. Liability Claim (MA)

Pursuant to GC 54956.95; Claimant(s): Bertha Yepez.
Agency Claimed Against: City of Dinuba.

Claim was rejected.

13. ADJOURNMENT

Mayor Reynosa adjourned the meeting at 8:43 p.m.



City Council Staff Report

Department: CITY MANAGER'S OFFICE

July 11, 2023

To: Mayor and City Council

From: Maria Alaniz, City Clerk/Human Resources Director

Subject: Resolution No. 2023-38 Industrial Disability Retirement of Jason Kent (MA)

RECOMMENDATION

Council to adopt Resolution No. 2023-38 allowing Jason Kent to be placed on industrial disability retirement.

EXECUTIVE SUMMARY

Resolution No. 2023-38 is being submitted to the City Council declaring Jason Kent, a City of Dinuba Police Sergeant, to be disabled as required by the California Public Employees' Retirement System (CalPERS) in order for him to qualify for industrial disability retirement by the California Public Employees' Retirement Law.

OUTSTANDING ISSUES

None.

DISCUSSION

Jason Kent will retire from his position as a Police Sergeant with the City of Dinuba effective July 31, 2023. Mr. Kent has filed an application with CalPERS for the industrial disability retirement. Medical information received and reviewed by the city indicates that Mr. Kent is disabled to the capacity that he is unable to perform the duties of a Police Sergeant. The City Council must adopt a resolution finding and determining that Mr. Kent is eligible for industrial disability retirement.

Staff recommends Council adopt Resolution No. 2023-38 allowing Jason Kent to be placed on industrial disability retirement.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.

ATTACHMENTS:

A. Resolution No. 2023-38

RESOLUTION NO. 2023-38

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA

(Section 21156, Government Code)

WHEREAS, the City of Dinuba (hereinafter referred to as Agency) is a contracting agency of the California Public Employees' Retirement System (CalPERS);

WHEREAS, the Public Employees' Retirement Law requires that a contracting agency determine whether an employee of such agency in employment in which she is classified as a local safety member is disabled for purposes of the California Public Employees' Retirement Law and whether such disability is "industrial" within the meaning of such law;

WHEREAS, an application for industrial disability retirement of an illness from Jason Kent, employed by the Agency in the position of Police Sergeant, has been filed with CalPERS; and

WHEREAS, the City Council has reviewed the medical and other evidence relevant to such alleged disability;

NOW, THEREFORE, BE IT RESOLVED that the City Council find and determine and it does hereby find and determine that Jason Kent is incapacitated within the meaning of the California Public Employees' Retirement Law for performance of his duties in the position of Police Sergeant and does hereby certify under penalty of perjury that this determination was made on the basis of competent medical opinion and was not used as a substitute for the disciplinary process in accordance with Government Code section 211569(a)(2). If the disciplinary process occurred before the member's separation from employment, all relevant personnel documents were forwarded to CalPERS for determination of the member's eligibility for disability retirement and CalPERS' determination that the member is eligible to apply for disability retirement was obtained prior to starting the process of determination.

Jason Kent had filed a Worker's Compensation claim for her disabling condition. The Worker's Compensation claim was accepted.

BE IT FURTHER RESOLVED THAT the City Council find and determine and it does hereby find and determine that such disability is a result of injury or disease arising out of and in the course of employment.

Neither said Jason Kent nor the agency, City of Dinuba applied to the Worker's Compensation Appeals Board for a determination pursuant to Government Code section 21166 whether such disability is industrial.

BE IT FURTHER RESOLVED that the member will be separated from his employment in the position of Sergeant after expiration of her rights under Government Code Section 21164, effective August 1, 2023 and that no dispute as to the expiration of such leave rights is pending. His last day on pay status is July 31, 2023.

There is not a possibility of third party liability.

Advanced Disability Pension payments will not be made.

The primary disabling condition is internal.

The duration of the disabling condition is expected to be permanent, which is certified by the competent medical opinion, as determined on the basis of competent medical opinion.

PASSED AND ADOPTED this 11 day of July 2023 by the following vote:

AYES:

NOES:

ABSENT

ABSTAIN:

Mayor

ATTEST:

City Clerk



City Council Staff Report

Department: CITY CLERK

July 11, 2023

To: Mayor and City Council

From: Maria Alaniz, City Clerk/Human Resources Director

Subject: Request for Excused Absence Vice Mayor Rachel Nerio-Guerrero (MA)

RECOMMENDATION

Council to excuse the absence of Vice Mayor Rachel Nerio-Guerrero from the City Council meeting of June 27, 2023.

EXECUTIVE SUMMARY

None.

OUTSTANDING ISSUES

None.

DISCUSSION

Vice Mayor Rachel Nerio-Guerrero was unable to attend the City Council meeting on June 27, 2023. Vice Mayor Nerio-Guerrero has requested that the City Council excuse her absence from the June 27, 2023 meeting.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.



City Council Staff Report

Department: FINANCE SERVICES

July 11, 2023

To: Mayor and City Council
From: Karina Solis, Administrative Services Director
By: Maria Alaniz, City Clerk/Human Resources Director
Subject: Warrant Register June 30 & July 7, 2023 (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 request.

ATTACHMENTS:

WR 06.30.2023

WR 07.07.2023



Accounts Payable Invoice Report

Payment Date Range 06/24/23 - 06/30/23
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.									
22368-28076	4 Creeks Road 74 Street Improvements	Paid by Check #42354		04/20/2023	06/30/2023	06/30/2023		06/30/2023	5,033.95
		Vendor 385 - 4 Creeks, Inc. Totals				Invoices	1		\$5,033.95
Vendor 72 - A-C Electric Company									
59389	CNG STATION	Paid by Check #42355		05/09/2023	06/30/2023	06/30/2023		06/30/2023	2,352.00
		Vendor 72 - A-C Electric Company Totals				Invoices	1		\$2,352.00
Vendor 263 - Advantek Benefit Administrators									
06/09/2023	06/09/2023 Funding Request	Paid by Check #42356		06/09/2023	06/30/2023	06/30/2023		06/30/2023	34,088.37
06/23/2023	06/23/2023 Funding Request	Paid by Check #42356		06/23/2023	06/30/2023	06/30/2023		06/30/2023	60,771.54
		Vendor 263 - Advantek Benefit Administrators Totals				Invoices	2		\$94,859.91
Vendor 393 - Airgas NCN									
9138785247	Supplies	Paid by Check #42357		06/07/2023	06/30/2023	06/30/2023		06/30/2023	904.08
		Vendor 393 - Airgas NCN Totals				Invoices	1		\$904.08
Vendor 416 - Amber Chemical Inc.									
0378199-IN	supplies	Paid by Check #42358		06/13/2023	06/30/2023	06/30/2023		06/30/2023	1,546.78
		Vendor 416 - Amber Chemical Inc. Totals				Invoices	1		\$1,546.78
Vendor 351 - Anthem Blue Cross									
000286532256	FY 2024 HARMAN 532W04713 07/01/23-07/31/23	Paid by Check #42360		06/04/2023	06/30/2023	06/30/2023		06/30/2023	94.50
000287982493	FY 2024 TYLER 141A75193 07/01/23-07/31/23	Paid by Check #42359		06/07/2023	06/30/2023	06/30/2023		06/30/2023	256.76
		Vendor 351 - Anthem Blue Cross Totals				Invoices	2		\$351.26
Vendor 21 - Aramark Uniform Services Inc.									
5031220316	Fy 22/23-Parks-Uniforms for the week of 6/21/23	Paid by Check #42361		06/21/2023	06/30/2023	06/30/2023	06/23/2023	06/30/2023	65.45
		Vendor 21 - Aramark Uniform Services Inc. Totals				Invoices	1		\$65.45
Vendor 17 - AT&T									
939105447506/23	CS Telephone 05/10/23-06/09/23	Paid by Check #42362		06/10/2023	06/30/2023	06/30/2023		06/30/2023	24.30
939106901206/23	Sportsplex - Telephone 05/10/23-06/09/23	Paid by Check #42364		06/10/2023	06/30/2023	06/30/2023		06/30/2023	66.55
939105474406/23	CS Telephone 05/11/23-06/10/23	Paid by Check #42363		06/11/2023	06/30/2023	06/30/2023		06/30/2023	248.41
9391054736 06/23	PD - 05/20/2023 - 06/19/2023 Billing Charges	Paid by Check #42371		06/20/2023	06/30/2023	06/30/2023		06/30/2023	130.80
939103727706/23	PW - Telephone 05/10/23-06/09/23	Paid by Check #42365		06/10/2023	06/23/2023	06/23/2023		06/30/2023	26.85
939105447206/23	PW - telephone 05/10/23-06/09/23	Paid by Check #42366		06/10/2023	06/23/2023	06/23/2023		06/30/2023	47.04



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939105447406/23	PW - Telephone 05/10/23-06/09/23	Paid by Check #42367		06/10/2023	06/23/2023	06/23/2023		06/30/2023	47.55
939105447706/23	PW - Telephone 05/10/23-06/09/23	Paid by Check #42368		06/10/2023	06/23/2023	06/23/2023		06/30/2023	24.29
939105447806/23	PW - telephone 05/10/23-06/09/23	Paid by Check #42369		06/10/2023	06/23/2023	06/23/2023		06/30/2023	24.29
939105474106/23	PW - Telephone 05/11/23-06/10/23	Paid by Check #42370		06/11/2023	06/23/2023	06/23/2023		06/30/2023	299.63
Vendor 17 - AT&T Totals				Invoices			10		\$939.71
Vendor 289 - AT&T Mobility LLC									
2872932128686/23	1088 E KAMM AVE 05/17/23-06/19/23	Paid by Check #42372		06/16/2023	06/23/2023	06/23/2023		06/30/2023	255.58
Vendor 289 - AT&T Mobility LLC Totals				Invoices			1		\$255.58
Vendor 420 - Atlas Copco Compressors LLC									
1123061999	supplies	Paid by Check #42373		06/20/2023	06/30/2023	06/30/2023		06/30/2023	101.00
1123063324	supplies	Paid by Check #42373		06/20/2023	06/30/2023	06/30/2023		06/30/2023	101.00
1123065262	supplies	Paid by Check #42373		06/27/2023	06/30/2023	06/30/2023		06/30/2023	101.00
Vendor 420 - Atlas Copco Compressors LLC Totals				Invoices			3		\$303.00
Vendor 1869 - Bass Mechanics Car Audio									
Eli0001	Fy 22/23-Rec Staff Shirts	Paid by Check #42374		06/22/2023	06/30/2023	06/30/2023	06/23/2023	06/30/2023	84.00
Rec0005	Fy 22/23-Sports Prog-Majors Softball & Baseball shirts	Paid by Check #42374		06/22/2023	06/30/2023	06/30/2023	06/23/2023	06/30/2023	265.00
Vendor 1869 - Bass Mechanics Car Audio Totals				Invoices			2		\$349.00
Vendor 376 - BCS Consulting, LLC									
2023112	Transit Center Conduit Probing for Buses	Paid by Check #42375		06/14/2023	06/30/2023	06/30/2023		06/30/2023	4,621.35
Vendor 376 - BCS Consulting, LLC Totals				Invoices			1		\$4,621.35
Vendor 116 - BSK Analytical Laboratories									
AG14448	water treatment	Paid by Check #42376		06/26/2023	06/30/2023	06/30/2023		06/30/2023	152.00
AG14449	water treatment	Paid by Check #42376		06/26/2023	06/30/2023	06/30/2023		06/30/2023	19.00
Vendor 116 - BSK Analytical Laboratories Totals				Invoices			2		\$171.00
Vendor 94 - California Public Employees Retirement									
06/04-06/17/23	06/04/23-06/17/23	Paid by EFT #2492		06/23/2023	06/27/2023	06/27/2023		06/27/2023	83,225.75
2023-00000458	31 - 457 - Employee CalPERS \$*	Paid by EFT #2491		06/23/2023	06/27/2023	06/27/2023		06/27/2023	8,528.98
Vendor 94 - California Public Employees Retirement Totals				Invoices			2		\$91,754.73
Vendor 305 - Cartozian Air Conditioning and Heating Inc.									
18988	Fy 22/23-CS-No cooling at the CPR building	Paid by Check #42377		05/10/2023	06/30/2023	06/30/2023	06/23/2023	06/30/2023	720.40



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18989	Fy 22/23-CS-Seasonal service @ CPR building	Paid by Check #42377		05/10/2023	06/30/2023	06/30/2023	06/23/2023	06/30/2023	625.00
18991	Fy 22/23-CS-A/C unit icing up @ CPR building	Paid by Check #42377		05/11/2023	06/30/2023	06/30/2023	06/23/2023	06/30/2023	440.50
19075	Fy 22/23-CS-Replaced compressor at CPR Building	Paid by Check #42377		05/23/2023	06/30/2023	06/30/2023	06/23/2023	06/30/2023	2,432.45
19016	SEASONAL MAINTENANCE PW	Paid by Check #42377		05/16/2023	06/30/2023	06/30/2023		06/30/2023	625.00
Vendor 305 - Cartozian Air Conditioning and Heating Inc. Totals						Invoices	5		\$4,843.35
Vendor 896 - Central Valley Refrigeration, Inc.									
50807	DSC FRIDGE REPAIR 6/20/23	Paid by Check #42378		06/20/2023	06/30/2023	06/30/2023		06/30/2023	398.03
Vendor 896 - Central Valley Refrigeration, Inc. Totals						Invoices	1		\$398.03
Vendor 333 - Cintas Corporation No. 2									
1904038077	PD - Volunteers Presidential Awards Jackets	Paid by Check #42379		06/08/2023	06/30/2023	06/30/2023		06/30/2023	410.51
Vendor 333 - Cintas Corporation No. 2 Totals						Invoices	1		\$410.51
Vendor 8 - City of Dinuba									
PettyCash 6/2023	FD-Petty Cash Reimbursement	Paid by Check #42380		06/26/2023	06/30/2023	06/30/2023		06/30/2023	351.11
061623	Fy 22/23-CS-Reimburse office petty cash box	Paid by Check #42381		06/16/2023	06/30/2023	06/30/2023	06/16/2023	06/30/2023	34.70
2022-2023	PW-Petty Cash Reibursement	Paid by Check #42382		06/30/2023	06/30/2023	06/30/2023		06/30/2023	206.30
Vendor 8 - City of Dinuba Totals						Invoices	3		\$592.11
Vendor 1838 - Coalinga-Huron Recreation & Park District									
327	Fy 22/23-Fund 191/Sports-5 lifeguard certifications	Paid by Check #42383		06/14/2023	06/30/2023	06/30/2023	06/26/2023	06/30/2023	875.00
Vendor 1838 - Coalinga-Huron Recreation & Park District Totals						Invoices	1		\$875.00
Vendor 731 - Community Services & Employment Training, Inc.									
1 KC Vista	KC Vista-Concrete Pour	Paid by Check #42384		05/26/2023	06/30/2023	06/30/2023		06/30/2023	1,218.22
SEFFS-DIKCV-09	KC Vista Park Pedistrian	Paid by Check #42384		06/21/2023	06/30/2023	06/30/2023		06/30/2023	4,484.39
Vendor 731 - Community Services & Employment Training, Inc. Totals						Invoices	2		\$5,702.61
Vendor 1576 - Creative Asphalt, Inc.									
8258	ASPHALT REPAIRS	Paid by Check #42385		06/21/2023	06/30/2023	06/30/2023		06/30/2023	3,550.00
Vendor 1576 - Creative Asphalt, Inc. Totals						Invoices	1		\$3,550.00
Vendor 30 - Dinuba Chamber of Commerce									
12/2022-06/2023	DINUBA MAIN STREET FUND	Paid by Check #42386		06/30/2023	06/30/2023	06/30/2023		06/30/2023	4,228.35
Vendor 30 - Dinuba Chamber of Commerce Totals						Invoices	1		\$4,228.35
Vendor 23 - Entenmann-Rovin Co.									
0174281-IN	Badges	Paid by Check #42387		06/19/2023	06/30/2023	06/30/2023		06/30/2023	408.28



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		Vendor	23 - Entenmann-Rovin Co. Totals			Invoices		1	\$408.28
Vendor 16 - Ernest Packaging Solutions									
90770581	Fy 22/23-Parks-Janitorial supplies	Paid by Check #42388		06/14/2023	06/30/2023	06/30/2023	06/20/2023	06/30/2023	65.27
		Vendor	16 - Ernest Packaging Solutions Totals			Invoices		1	\$65.27
Vendor 1954 - Fahrney Buick GMC									
40821	UNIT PD-6	Paid by Check #42389		06/23/2023	06/30/2023	06/30/2023		06/30/2023	502.80
		Vendor	1954 - Fahrney Buick GMC Totals			Invoices		1	\$502.80
Vendor 35 - Federal Express Corporation									
8-171-00459	PD - Delivery Fees	Paid by Check #42390		06/23/2023	06/30/2023	06/30/2023		06/30/2023	174.80
		Vendor	35 - Federal Express Corporation Totals			Invoices		1	\$174.80
Vendor 1244 - Fire Apparatus Solutions									
26564	Supplies	Paid by Check #42391		06/19/2023	06/30/2023	06/30/2023		06/30/2023	142.00
26615	Supplies	Paid by Check #42391		06/20/2023	06/30/2023	06/30/2023		06/30/2023	331.67
26608	UNIT E-31	Paid by Check #42391		06/20/2023	06/30/2023	06/30/2023		06/30/2023	273.72
		Vendor	1244 - Fire Apparatus Solutions Totals			Invoices		3	\$747.39
Vendor 1404 - Fireworks America									
070323#2	Fy 23/24-SE-Indp Day-Fireworks show bal for 7/3/23 event	Paid by Check #42392		06/09/2023	06/30/2023	06/30/2023	06/09/2023	06/30/2023	10,000.00
		Vendor	1404 - Fireworks America Totals			Invoices		1	\$10,000.00
Vendor 18 - The Gas Company									
1641156700706/23	110 S COLLEGE AVE 05/03/23-06/02/23	Paid by Check #42395		06/06/2023	06/23/2023	06/23/2023		06/30/2023	33.86
0865742471206/23	NATURAL GAS VEHICLE FUEL 05/01/23-06/01/23	Paid by Check #42393		06/07/2023	06/23/2023	06/23/2023		06/30/2023	13.00
1285520359706/23	1088 E KAMM AVE 05/04/23-06/05/23	Paid by Check #42394		06/07/2023	06/23/2023	06/23/2023		06/30/2023	25.40
		Vendor	18 - The Gas Company Totals			Invoices		3	\$72.26
Vendor 1423 - Gina Marie Taylor									
062623	Fy 23/24-SE-SNL entertinment band for 7/7/23	Paid by Check #42396		06/26/2023	06/30/2023	06/30/2023	06/26/2023	06/30/2023	600.00
		Vendor	1423 - Gina Marie Taylor Totals			Invoices		1	\$600.00
Vendor 712 - GLS US									
5046963	POSTAGE	Paid by Check #42397		06/04/2023	06/30/2023	06/30/2023		06/30/2023	7.04
5052297	POSTAGE	Paid by Check #42397		06/11/2023	06/30/2023	06/30/2023		06/30/2023	7.04
5057836	POSTAGE	Paid by Check #42397		06/18/2023	06/30/2023	06/30/2023		06/30/2023	20.08
		Vendor	712 - GLS US Totals			Invoices		3	\$34.16
Vendor 1031 - Joe Grijalva									



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062523	FY 22/23-Parks-Reimb of work boots for J.Grijalva	Paid by Check #42398		06/25/2023	06/30/2023	06/30/2023	06/26/2023	06/30/2023	200.00
Vendor 1031 - Joe Grijalva Totals									\$200.00
Vendor 605 - Frank Guerra									
JUNE 2023	Anthem Reimb 06/01/23-06/30/23	Paid by Check #42399		06/23/2023	06/30/2023	06/30/2023		06/30/2023	245.64
Vendor 605 - Frank Guerra Totals									\$245.64
Vendor 139 - Henry Schein Inc.									
41195244	Supplies	Paid by Check #42400		06/05/2023	06/30/2023	06/30/2023		06/30/2023	432.11
41221238	Supplies	Paid by Check #42400		06/05/2023	06/30/2023	06/30/2023		06/30/2023	22.61
41597924	Supplies	Paid by Check #42400		06/07/2023	06/30/2023	06/30/2023		06/30/2023	1,499.15
42075375	Supplies	Paid by Check #42400		06/09/2023	06/30/2023	06/30/2023		06/30/2023	304.25
42832428	Supplies	Paid by Check #42400		06/16/2023	06/30/2023	06/30/2023		06/30/2023	2,137.96
42847513	Supplies	Paid by Check #42400		06/16/2023	06/30/2023	06/30/2023		06/30/2023	590.82
Vendor 139 - Henry Schein Inc. Totals									\$4,986.90
Vendor 1150 - Hoffman Security									
627892	FY 23/24 DSC SECURITY 07/01/2023-07/31/2023	Paid by Check #42401		06/20/2023	06/30/2023	06/30/2023		06/30/2023	111.00
Vendor 1150 - Hoffman Security Totals									\$111.00
Vendor 133 - J & D Lighting & Alarm									
157794	Fy 23/24-Parks-Quartlery mont for 7/1/23-9/30/23	Paid by Check #42402		06/15/2023	06/30/2023	06/30/2023	06/20/2023	06/30/2023	104.85
Vendor 133 - J & D Lighting & Alarm Totals									\$104.85
Vendor 560 - Daniel James									
2023 Employee	Reimburse 2023 Employee luncheon drinks	Paid by Check #42403		06/28/2023	06/30/2023	06/30/2023		06/30/2023	86.52
Vendor 560 - Daniel James Totals									\$86.52
Vendor 1718 - JCL Company, LLC									
0620234952	SHOP EQUIPMENT	Paid by Check #42404		06/20/2023	06/30/2023	06/30/2023		06/30/2023	379.75
0621235004	SHOP EQUIPMENT	Paid by Check #42404		06/21/2023	06/30/2023	06/30/2023		06/30/2023	3,694.43
Vendor 1718 - JCL Company, LLC Totals									\$4,074.18
Vendor 440 - Johnson Controls Security Solutions									
38963806	SECURITY WATER TOWER	Paid by Check #42405		06/10/2023	06/30/2023	06/30/2023		06/30/2023	82.52
Vendor 440 - Johnson Controls Security Solutions Totals									\$82.52
Vendor 5 - Jorgensen & Co.									
6073579	Fy 22/23-CS-Annual fire ext service	Paid by Check #42406		06/16/2023	06/30/2023	06/30/2023	06/23/2023	06/30/2023	95.70



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			Vendor 5 - Jorgensen & Co. Totals				Invoices	1	\$95.70
Vendor 256 - Kamps Propane Inc.									
33500	PROPANE	Paid by Check #42407		06/20/2023	06/30/2023	06/30/2023		06/30/2023	2,644.09
			Vendor 256 - Kamps Propane Inc. Totals				Invoices	1	\$2,644.09
Vendor 796 - L.N. Curtis & Sons									
INV715384	Safety Equipment	Paid by Check #42408		06/15/2023	06/30/2023	06/30/2023		06/30/2023	268.18
			Vendor 796 - L.N. Curtis & Sons Totals				Invoices	1	\$268.18
Vendor 281 - Law and Associates Investigations									
23-140	Schlegel	Paid by Check #42409		06/17/2023	06/30/2023	06/30/2023		06/30/2023	700.00
			Vendor 281 - Law and Associates Investigations Totals				Invoices	1	\$700.00
Vendor 89 - Liebert Cassidy Whitmore									
242838	DI030-00022 Client/Matter May 2023	Paid by Check #42410		05/31/2023	06/30/2023	06/30/2023		06/30/2023	1,347.50
			Vendor 89 - Liebert Cassidy Whitmore Totals				Invoices	1	\$1,347.50
Vendor 1913 - Metro Uniform & Accessories									
265122	PD - Explorers Uniforms	Paid by Check #42411		06/26/2023	06/30/2023	06/30/2023		06/30/2023	811.29
			Vendor 1913 - Metro Uniform & Accessories Totals				Invoices	1	\$811.29
Vendor 1943 - Mineral King Publishing, Inc									
711554	Fy 22/23-CS-Public Notice for Maint Contractor	Paid by Check #42412		06/07/2023	06/30/2023	06/30/2023	06/19/2023	06/30/2023	430.13
			Vendor 1943 - Mineral King Publishing, Inc Totals				Invoices	1	\$430.13
Vendor 22 - Moore Twining Associates Inc.									
3372461	Moore WWTP Industrial	Paid by Check #42413		06/21/2023	06/30/2023	06/30/2023		06/30/2023	88.00
3372462	Moore WWTP In House	Paid by Check #42413		06/21/2023	06/30/2023	06/30/2023		06/30/2023	226.00
3372468	Moore WWTP Industrial	Paid by Check #42413		06/21/2023	06/30/2023	06/30/2023		06/30/2023	88.00
			Vendor 22 - Moore Twining Associates Inc. Totals				Invoices	3	\$402.00
Vendor 749 - MuniServices									
INV06-016230	STARS CA -Q4, 2022	Paid by Check #42414		04/06/2023	06/30/2023	06/30/2023		06/30/2023	450.00
			Vendor 749 - MuniServices Totals				Invoices	1	\$450.00
Vendor 899 - NBS									
202306-2146	FY 23/24 Professional Services 07/01/2023-09/30/2023	Paid by Check #42415		06/20/2023	06/30/2023	06/30/2023		06/30/2023	1,255.37
202306-2152	FY 23/24 Professional Services 07/01/2023-09/30/2023	Paid by Check #42415		06/20/2023	06/30/2023	06/30/2023		06/30/2023	7,469.60
202306-2365	CFD 2018-1 Reminder letters	Paid by Check #42415		06/22/2023	06/30/2023	06/30/2023		06/30/2023	31.20
			Vendor 899 - NBS Totals				Invoices	3	\$8,756.17



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Vendor 392 - O'Reilly Auto Parts									
3641-133279	Supplies	Paid by Check #42416		06/19/2023	06/30/2023	06/30/2023		06/30/2023	39.03
Vendor 392 - O'Reilly Auto Parts Totals								Invoices 1	<u>\$39.03</u>
Vendor 142 - Office Depot BSD									
317235092001	Office Supplies	Paid by Check #42417		06/15/2023	06/30/2023	06/30/2023		06/30/2023	297.31
317617721001	Fy 2/23-CS-office supplies	Paid by Check #42417		06/12/2023	06/30/2023	06/30/2023	06/23/2023	06/30/2023	531.78
317871294001	Fy 22/23-CS-Office supplies	Paid by Check #42417		06/14/2023	06/30/2023	06/30/2023	06/23/2023	06/30/2023	96.42
317169760001	PD - Supplies	Paid by Check #42417		06/09/2023	06/30/2023	06/30/2023		06/30/2023	295.59
Vendor 142 - Office Depot BSD Totals								Invoices 4	<u>\$1,221.10</u>
Vendor 1708 - James Olvera									
July 2023	FY 2024 Anthem Reimb 07/01/2023-07/31/2023	Paid by Check #42418		06/23/2023	06/30/2023	06/30/2023		06/30/2023	251.75
Vendor 1708 - James Olvera Totals								Invoices 1	<u>\$251.75</u>
Vendor 76 - Pacific Gas & Electric									
3166578419006/23	3007 W KAMM AVE 05/18/23-06/15/23	Paid by Check #42445		06/16/2023	06/30/2023	06/30/2023		06/30/2023	464.50
1693144969406/23	Parks - N/KAMM E/GREEN 05/10/23-06/08/23	Paid by Check #42420		06/09/2023	06/30/2023	06/30/2023		06/30/2023	492.08
6021181187606/23	Sportsplex - 201 N URUAPAN WAY 05/09/23-06/07/23	Paid by Check #42423		06/09/2023	06/30/2023	06/30/2023		06/30/2023	2,359.36
7748430711906/23	Parks 1133 S COLLEGE AVE 05/10/23-06/08/23	Paid by Check #42424		06/09/2023	06/30/2023	06/30/2023		06/30/2023	21.14
2946520700806/23	L & L 05/11/23-06/09/23	Paid by Check #42421		06/10/2023	06/30/2023	06/30/2023		06/30/2023	134.08
1557710974506/23	Parks - 1851 E KAMM AVE 05/11/23-06/09/23	Paid by Check #42419		06/12/2023	06/30/2023	06/30/2023		06/30/2023	1,884.22
8319024072706/23	Parks SW SW 16-16-24 05/11/23-06/09/23	Paid by Check #42425		06/12/2023	06/30/2023	06/30/2023		06/30/2023	25.74
4323390246906/23	L & L CITRUS HEIGHTS VENTURA AND O 05/17/23-06/14/23	Paid by Check #42422		06/14/2023	06/30/2023	06/30/2023		06/30/2023	70.46
8543598174206/23	L & L 05/17/23-06/14/23	Paid by Check #42426		06/14/2023	06/30/2023	06/30/2023		06/30/2023	227.93
9018373735306/23	L & L DUNMORE HOMES VISCAYA 1 AT SAGINA 05/17/23-06/14/23	Paid by Check #42427		06/14/2023	06/30/2023	06/30/2023		06/30/2023	1,033.06
9196176758806/23	L & L SIERRA WAY AND BUENA VISTA AVE 05/17/23-06/14/23	Paid by Check #42428		06/14/2023	06/30/2023	06/30/2023		06/30/2023	93.75
5022214690906/23	L & L PARKSIDE VILLAGE PHASE I 05/23/23-06/21/23	Paid by Check #42456		06/21/2023	06/30/2023	06/30/2023		06/30/2023	234.18
6402990649 06/23	PD - 05/18/2023 - 06/15/2023 Billing Charges	Paid by Check #42446		06/16/2023	06/30/2023	06/30/2023		06/30/2023	16.56
1344455159506/23	NW COR M & VENTURA AVE 05/09/23-06/07/23	Paid by Check #42429		06/08/2023	06/23/2023	06/23/2023		06/30/2023	86.20
2104753778806/23	155 W MERCED AVE 05/09/23-06/07/23	Paid by Check #42434		06/08/2023	06/23/2023	06/23/2023		06/30/2023	72.37
6058049267006/23	148 S M ST 05/09/23-06/07/23	Paid by Check #42439		06/08/2023	06/23/2023	06/23/2023		06/30/2023	47.57



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6308054466906/23	ALLEY BTWN L & K ST 05/09/23-06/07/23	Paid by Check #42440		06/08/2023	06/23/2023	06/23/2023		06/30/2023	9.86
1834091213006/23	100 N/MARSHALL AVE 05/10/23-06/08/23	Paid by Check #42432		06/09/2023	06/23/2023	06/23/2023		06/30/2023	9.86
4964113683006/23	MILSAP & MYRTLE ALLEY 05/09/23-06/07/23	Paid by Check #42436		06/09/2023	06/23/2023	06/23/2023		06/30/2023	132.97
5167308560406/23	S/E KAMM & ALTA 05/10/23-06/08/23	Paid by Check #42438		06/09/2023	06/23/2023	06/23/2023		06/30/2023	109.97
6724721106206/23	TULARE & L ST 05/10/23-06/08/23	Paid by Check #42441		06/09/2023	06/23/2023	06/23/2023		06/30/2023	99.20
6766387770106/23	TULARE & L ST 05/10/23-06/08/23	Paid by Check #42442		06/09/2023	06/23/2023	06/23/2023		06/30/2023	53.68
8744095279106/23	301 E KAMM AVE 05/10/23-06/08/23	Paid by Check #42444		06/09/2023	06/23/2023	06/23/2023		06/30/2023	23.45
5027356573406/23	RANDLE AVE S/EL MONTE 05/11/23-06/09/23	Paid by Check #42437		06/10/2023	06/23/2023	06/23/2023		06/30/2023	50.26
8474719951506/23	ALTA & KAMM AVE 05/11/23-06/09/23	Paid by Check #42443		06/10/2023	06/23/2023	06/23/2023		06/30/2023	91.70
1349716235706/23	KAMM & GREEN 05/10/23-06/08/23	Paid by Check #42430		06/12/2023	06/23/2023	06/23/2023		06/30/2023	10,598.44
2073277197506/23	1088 E KAMM AVE 05/11/23-06/09/23	Paid by Check #42433		06/12/2023	06/23/2023	06/23/2023		06/30/2023	874.26
1561888272206/23	PW 05/13/23-06/12/23	Paid by Check #42431		06/13/2023	06/23/2023	06/23/2023		06/30/2023	130.37
3380779542306/23	2007 N CRAWFORD AVE 05/12/23-06/11/23	Paid by Check #42435		06/13/2023	06/23/2023	06/23/2023		06/30/2023	260.31
0915078178006/23	PW 05/17/23-06/14/23	Paid by Check #42447		06/14/2023	06/23/2023	06/23/2023		06/30/2023	1,766.15
6407995725006/23	PW 05/15/23-06/12/23	Paid by Check #42450		06/14/2023	06/23/2023	06/23/2023		06/30/2023	1,161.76
7232679737906/23	PW 05/17/23-06/14/23	Paid by Check #42452		06/14/2023	06/23/2023	06/23/2023		06/30/2023	15,678.67
9179222553306/23	PW 05/17/23-06/14/23	Paid by Check #42454		06/14/2023	06/23/2023	06/23/2023		06/30/2023	936.26
9548749847906/23	ALTA & NEBRASKA AVE 05/13/23-06/12/23	Paid by Check #42455		06/15/2023	06/23/2023	06/23/2023		06/30/2023	95.03
8866956432506/23	NW SE SW 18 16 24 05/18/23-06/15/23	Paid by Check #42453		06/16/2023	06/23/2023	06/23/2023		06/30/2023	30.05
5949665550306/23	6675 AVE 412 05/18/23-06/15/23	Paid by Check #42449		06/20/2023	06/23/2023	06/23/2023		06/30/2023	23.82
6744215678106/23	6675 AVE 412 05/18/23-06/15/23	Paid by Check #42451		06/20/2023	06/23/2023	06/23/2023		06/30/2023	4,327.76
3616571038906/23	2099 W SIERRA WAY A 05/19/23-06/19/23	Paid by Check #42448		06/21/2023	06/23/2023	06/23/2023		06/30/2023	6,878.39
			Vendor	76 - Pacific Gas & Electric Totals			Invoices	38	\$50,605.42
Vendor 265 - Pape Machinery Inc.									
NM 316525 S	JOHN DEERE 310L Backhoe Loader	Paid by Check #42457		06/13/2023	06/30/2023	06/30/2023		06/30/2023	135,604.37
			Vendor	265 - Pape Machinery Inc. Totals			Invoices	1	\$135,604.37
Vendor 7 - Pena's Disposal Services									



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746374	Fy 22/23-Parks-Disposal service for vuich park	Paid by Check #42458		06/20/2023	06/30/2023	06/30/2023	06/23/2023	06/30/2023	332.32
746380	SWEeper DIRT	Paid by Check #42458		06/20/2023	06/30/2023	06/30/2023		06/30/2023	414.22
Vendor 7 - Pena's Disposal Services Totals							Invoices	2	\$746.54
Vendor 38 - Reedley Irrigation System									
RIS-POS02-47956	SUPPLIES	Paid by Check #42459		06/07/2023	06/30/2023	06/30/2023		06/30/2023	763.36
RIS-POS02-47957	SUPPLIES	Paid by Check #42459		06/07/2023	06/30/2023	06/30/2023		06/30/2023	261.14
RIS-POS02-47958	SUPPLIES	Paid by Check #42459		06/07/2023	06/30/2023	06/30/2023		06/30/2023	43.64
Vendor 38 - Reedley Irrigation System Totals							Invoices	3	\$1,068.14
Vendor 1526 - Robert Soria Trucking									
15167	FILL SAND	Paid by Check #42460		06/12/2023	06/30/2023	06/30/2023		06/30/2023	288.00
Vendor 1526 - Robert Soria Trucking Totals							Invoices	1	\$288.00
Vendor 1707 - RRM Design Group									
2249-01-0523	RRM Civic Square Conceptual Plan	Paid by Check #42461		06/21/2023	06/30/2023	06/30/2023		06/30/2023	16,415.70
Vendor 1707 - RRM Design Group Totals							Invoices	1	\$16,415.70
Vendor 46 - Self Help Enterprises									
DIN19HM 01-23	General Admin January 2023	Paid by Check #42462		06/05/2023	06/30/2023	06/30/2023		06/30/2023	972.00
DIN21HB 6/5/2023	General Admin-December 2022	Paid by Check #42462		06/05/2023	06/30/2023	06/30/2023		06/30/2023	10.08
	Operating Cost								
DIN21RE 6/5/2023	GENERAL ADMIN-Operating Cost	Paid by Check #42462		06/05/2023	06/30/2023	06/30/2023		06/30/2023	6.67
	DECEMBER 2022								
DIN19HM 02-23	General Admin February 2023	Paid by Check #42462		06/14/2023	06/30/2023	06/30/2023		06/30/2023	972.00
Vendor 46 - Self Help Enterprises Totals							Invoices	4	\$1,960.75
Vendor 409 - The Shirt Shak									
1192	Fy 22/23-YS-Staff shirts	Paid by Check #42463		06/30/2023	06/30/2023	06/30/2023	06/26/2023	06/30/2023	1,841.18
Vendor 409 - The Shirt Shak Totals							Invoices	1	\$1,841.18
Vendor 1859 - Simplot Grower Solutions, Simplot Partners, Simplot									
223015378	POND TREATMENT FOR GOLF COURSE	Paid by Check #42464		06/06/2023	06/30/2023	06/30/2023		06/30/2023	39.01
223015466	SUPPLIES	Paid by Check #42464		06/15/2023	06/30/2023	06/30/2023		06/30/2023	458.42
205088786	SUPPLIES	Paid by Check #42464		06/22/2023	06/30/2023	06/30/2023		06/30/2023	857.59
Vendor 1859 - Simplot Grower Solutions, Simplot Partners, Simplot Totals							Invoices	3	\$1,355.02
Vendor 431 - Sparkletts									
5080520 062223	PD - Water Coolers Service	Paid by Check #42465		06/22/2023	06/30/2023	06/30/2023		06/30/2023	198.75
Vendor 431 - Sparkletts Totals							Invoices	1	\$198.75
Vendor 1447 - Monte Sylvester									



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July 2023	FY 2024 Anthem Reimb 07/01/2023-07/31/2023	Paid by Check #42466		06/26/2023	06/30/2023	06/30/2023		06/30/2023	331.93
Vendor 1447 - Monte Sylvester Totals									\$331.93
Vendor 92 - Target Specialty Products									
INVP501178025	SUPPLIES	Paid by Check #42467		06/14/2023	06/30/2023	06/30/2023		06/30/2023	1,062.43
Vendor 92 - Target Specialty Products Totals									\$1,062.43
Vendor 189 - Terminix International									
434397865	PD - Pest Control Service	Paid by Check #42468		06/09/2023	06/30/2023	06/30/2023		06/30/2023	69.00
Vendor 189 - Terminix International Totals									\$69.00
Vendor 1304 - TJKM									
0054238	Safety Improvements at various locations	Paid by Check #42469		05/31/2023	06/30/2023	06/30/2023		06/30/2023	1,796.15
Vendor 1304 - TJKM Totals									\$1,796.15
Vendor 1633 - Toyota Industries Commercial Finance, Inc.									
4003846925	LITTER VACUUM LEASE PAYMENT	Paid by Check #42470		06/13/2023	06/30/2023	06/30/2023		06/30/2023	950.73
Vendor 1633 - Toyota Industries Commercial Finance, Inc. Totals									\$950.73
Vendor 1736 - Andrew Trevino									
INV0097	Fy 23/24-Sound & Lighting for July 3rd, 2023 event	Paid by Check #42471		06/11/2023	06/30/2023	06/30/2023	06/26/2023	06/30/2023	5,700.00
Vendor 1736 - Andrew Trevino Totals									\$5,700.00
Vendor 49 - Tulare County									
IN208470	Fy 22/23-SE-Temp Food Organizer	Paid by Check #42472		06/05/2023	06/30/2023	06/30/2023	06/23/2023	06/30/2023	410.00
IN208827	Fy 22/23-SE-Food vendor fees for 7/3/23	Paid by Check #42472		06/26/2023	06/30/2023	06/30/2023	06/26/2023	06/30/2023	606.00
Vendor 49 - Tulare County Totals									\$1,016.00
Vendor 296 - Tulare Kings Veterinary Emergency									
199765	PD - Vet Fees	Paid by Check #42473		06/24/2023	06/30/2023	06/30/2023		06/30/2023	142.18
Vendor 296 - Tulare Kings Veterinary Emergency Totals									\$142.18
Vendor 827 - Uline, Inc									
164823824	Fy 22/23-Sportsplex-Power breeze misting fan for the plex	Paid by Check #42474		06/14/2023	06/30/2023	06/30/2023	06/22/2023	06/30/2023	6,486.95
164721097	PD - Supplies	Paid by Check #42474		06/12/2023	06/30/2023	06/30/2023		06/30/2023	37.69
Vendor 827 - Uline, Inc Totals									\$6,524.64
Vendor 192 - UNUM Life Insurance Company of America									
07/1/23-07/31/23	FY 23/24 0537123-001	Paid by Check #42475		06/09/2023	06/30/2023	06/30/2023		06/30/2023	10,511.29
Vendor 192 - UNUM Life Insurance Company of America Totals									\$10,511.29



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Vendor 51 - Urban Futures Inc.									
2023-001	Successor Agency Service 12/2021	Paid by Check #42476		06/27/2023	06/30/2023	06/30/2023		06/30/2023	450.00
Vendor 51 - Urban Futures Inc. Totals							Invoices	1	\$450.00
Vendor 273 - US Bank									
504198763	PD - Copiers Lease	Paid by Check #42477		06/18/2023	06/30/2023	06/30/2023		06/30/2023	907.08
Vendor 273 - US Bank Totals							Invoices	1	\$907.08
Vendor 354 - Verizon Wireless									
9937276908	CM & Council 05/15/23-06/14/23	Paid by Check #42479		06/14/2023	06/30/2023	06/30/2023		06/30/2023	286.00
9937276907	Administration 05/15/23-06/14/23	Paid by Check #42478		06/14/2023	06/30/2023	06/30/2023		06/30/2023	128.86
9937177495	June 2023	Paid by Check #42481		06/12/2023	06/30/2023	06/30/2023		06/30/2023	394.22
9937276905	FY22/23- Cell phone services - Multiple divisions	Paid by Check #42482		06/14/2023	06/30/2023	06/30/2023	06/26/2023	06/30/2023	1,069.46
9936897400	PD - 05/11/2023 - 06/10/2023 Billing Charges	Paid by Check #42483		06/10/2023	06/30/2023	06/30/2023		06/30/2023	1,979.45
9937276904	ADMIN PHONE CHARGES	Paid by Check #42480		06/14/2023	06/30/2023	06/30/2023		06/30/2023	267.35
Vendor 354 - Verizon Wireless Totals							Invoices	6	\$4,125.34
Vendor 820 - Vulcan Materials Company									
73674830	SUPPLIES	Paid by Check #42484		06/14/2023	06/30/2023	06/30/2023		06/30/2023	393.36
Vendor 820 - Vulcan Materials Company Totals							Invoices	1	\$393.36
Vendor 962 - Willdan Financial Services									
010-54878	Utility Rate Study- Project 111216 May 2023	Paid by Check #42485		06/23/2023	06/30/2023	06/30/2023		06/30/2023	2,932.00
Vendor 962 - Willdan Financial Services Totals							Invoices	1	\$2,932.00
Vendor 1313 - Yepez Plumbing									
08504	CAMERA INSPECTON	Paid by Check #42486		06/15/2023	06/30/2023	06/30/2023		06/30/2023	500.00
08602	RUN MAIN LATERAL FROM STREET TO PROPERTY	Paid by Check #42486		06/19/2023	06/30/2023	06/30/2023		06/30/2023	4,800.00
Vendor 1313 - Yepez Plumbing Totals							Invoices	2	\$5,300.00
Vendor Calviva									
22-1678	Overpayment Run #22-1678	Paid by Check #42487		06/23/2023	06/30/2023	06/30/2023		06/30/2023	406.45
Vendor Calviva Totals							Invoices	1	\$406.45
Vendor Maria Chavez									
Refund on fees	Fy 22/23-Aquatics/Sports-Refund on session1 level 2 for G.Tejada	Paid by Check #42488		06/19/2023	06/30/2023	06/30/2023	06/19/2023	06/30/2023	34.00
Vendor Maria Chavez Totals							Invoices	1	\$34.00
Grand Totals							Invoices	175	\$516,757.72



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Vendor 1143 - AAA Quality Services, Inc.									
00338126	Fy 23/24-Parks-Rental of portable potty/cleanings @ Centennial	Paid by Check #42496		07/01/2023	07/07/2023	07/07/2023	07/03/2023	07/07/2023	258.13
00338127	Fy 23/24-Parks-Rental of portable potty/cleanings @ Nebraska	Paid by Check #42496		07/01/2023	07/07/2023	07/07/2023	07/03/2023	07/07/2023	280.13
Vendor 1143 - AAA Quality Services, Inc. Totals							Invoices	2	\$538.26
Vendor 326 - Advanced Flow Measurement									
4747	FY 2023: ADD FLOW MONITORING STATION TO GOLF COURSE MAG WELL	Paid by Check #42497		04/01/2023	07/07/2023	07/07/2023		07/07/2023	7,915.57
Vendor 326 - Advanced Flow Measurement Totals							Invoices	1	\$7,915.57
Vendor 1180 - Altec Industries, Inc									
51240480	FY 2023: ALTEC SUPPLIES AND REPAIRS	Paid by Check #42498		06/21/2023	07/07/2023	07/07/2023		07/07/2023	1,154.00
Vendor 1180 - Altec Industries, Inc Totals							Invoices	1	\$1,154.00
Vendor 351 - Anthem Blue Cross									
000756875E	BILLING 07/01/2023-08/01/2023	Paid by Check #42499		06/22/2023	07/07/2023	07/07/2023		07/07/2023	722.75
Vendor 351 - Anthem Blue Cross Totals							Invoices	1	\$722.75
Vendor 65 - Banner Pest Control									
211136	PD - Removal of Pigeons Downtown	Paid by Check #42500		06/05/2023	07/07/2023	07/07/2023		07/07/2023	75.00
211341	PD - Removal of Pigeons Downtown	Paid by Check #42500		06/13/2023	07/07/2023	07/07/2023		07/07/2023	75.00
Vendor 65 - Banner Pest Control Totals							Invoices	2	\$150.00
Vendor 1961 - Bar-B-Cuda BBQ									
2	Fy 22/23-SE/SNL-Trophies labor/material for BBQ & Brew Fest	Paid by Check #42501		06/29/2023	07/07/2023	07/07/2023	06/29/2023	07/07/2023	2,700.00
Vendor 1961 - Bar-B-Cuda BBQ Totals							Invoices	1	\$2,700.00
Vendor 1513 - Barnes Welding									
91620683	FY 2023: BARNES	Paid by Check #42502		06/30/2023	07/07/2023	07/07/2023		07/07/2023	24.10
Vendor 1513 - Barnes Welding Totals							Invoices	1	\$24.10
Vendor 822 - Boundtree Medical LLC									
85000074	Supplies	Paid by Check #42503		06/23/2023	07/07/2023	07/07/2023		07/07/2023	1,598.80
Vendor 822 - Boundtree Medical LLC Totals							Invoices	1	\$1,598.80
Vendor 116 - BSK Analytical Laboratories									
AG14735	FY 2023: WATER TREATMENT	Paid by Check #42504		06/28/2023	07/07/2023	07/07/2023		07/07/2023	66.00
AG14607	FY 2023: WATER TREATMENT	Paid by Check #42504		06/30/2023	07/07/2023	07/07/2023		07/07/2023	176.00



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Vendor 116 - BSK Analytical Laboratories			Totals	Invoices			2		\$242.00
Vendor 1620 - Central Valley Forensic Nursing Specialists									
1551	PD - Lab Exam Service / DF2301842, DF2302143, DF2302155	Paid by Check #42505		06/30/2023	07/07/2023	07/07/2023		07/07/2023	3,600.00
Vendor 1620 - Central Valley Forensic Nursing Specialists			Totals	Invoices			1		\$3,600.00
Vendor 333 - Cintas Corporation No. 2									
4157928645	Contractual	Paid by Check #42506		06/07/2023	07/07/2023	07/07/2023		07/07/2023	133.60
4157928794	Contractual	Paid by Check #42506		06/07/2023	07/07/2023	07/07/2023		07/07/2023	47.88
4157928795	Contractual	Paid by Check #42506		06/07/2023	07/07/2023	07/07/2023		07/07/2023	266.45
1904021679	Contractual	Paid by Check #42506		06/08/2023	07/07/2023	07/07/2023		07/07/2023	180.03
4158587626	Contractual	Paid by Check #42506		06/14/2023	07/07/2023	07/07/2023		07/07/2023	24.33
4158587639	Contractual	Paid by Check #42506		06/14/2023	07/07/2023	07/07/2023		07/07/2023	288.06
4158587686	Contractual	Paid by Check #42506		06/14/2023	07/07/2023	07/07/2023		07/07/2023	184.55
4158587734	Contractual	Paid by Check #42506		06/14/2023	07/07/2023	07/07/2023		07/07/2023	105.88
4158587737	Contractual	Paid by Check #42506		06/14/2023	07/07/2023	07/07/2023		07/07/2023	109.57
4159297589	Contractual	Paid by Check #42506		06/21/2023	07/07/2023	07/07/2023		07/07/2023	47.88
4159297620	Contractual	Paid by Check #42506		06/21/2023	07/07/2023	07/07/2023		07/07/2023	105.88
4159297652	Contractual	Paid by Check #42506		06/21/2023	07/07/2023	07/07/2023		07/07/2023	266.45
4159989203	Contractual	Paid by Check #42506		06/28/2023	07/07/2023	07/07/2023		07/07/2023	24.33
4159989223	Contractual	Paid by Check #42506		06/28/2023	07/07/2023	07/07/2023		07/07/2023	311.39
4159989251	Contractual	Paid by Check #42506		06/28/2023	07/07/2023	07/07/2023		07/07/2023	103.68
4159989278	Contractual	Paid by Check #42506		06/28/2023	07/07/2023	07/07/2023		07/07/2023	220.83
4159989305	Contractual	Paid by Check #42506		06/28/2023	07/07/2023	07/07/2023		07/07/2023	185.41
4157341645	Contractual	Paid by Check #42506		06/01/2023	07/07/2023	07/07/2023		07/07/2023	118.62
4158073412	Contractual	Paid by Check #42506		06/08/2023	07/07/2023	07/07/2023		07/07/2023	118.62
4158756018	Contractual	Paid by Check #42506		06/15/2023	07/07/2023	07/07/2023		07/07/2023	118.62
4159446700	Contractual	Paid by Check #42506		06/22/2023	07/07/2023	07/07/2023		07/07/2023	118.62
4160169188	Contractual	Paid by Check #42506		06/29/2023	07/07/2023	07/07/2023		07/07/2023	118.62
1904083672	PD - Volunteer Coordinator Jacket	Paid by Check #42506		06/28/2023	07/07/2023	07/07/2023		07/07/2023	69.93
4157341571	Contractual	Paid by Check #42506		06/01/2023	07/07/2023	07/07/2023		07/07/2023	161.64
4157341638	Contractual	Paid by Check #42506		06/01/2023	07/07/2023	07/07/2023		07/07/2023	1,159.58
4157928648	Contractual	Paid by Check #42506		06/07/2023	07/07/2023	07/07/2023		07/07/2023	236.91
4158073413	Contractual	Paid by Check #42506		06/08/2023	07/07/2023	07/07/2023		07/07/2023	161.23
4158073562	Contractual	Paid by Check #42506		06/08/2023	07/07/2023	07/07/2023		07/07/2023	1,009.17
4158587841	Contractual	Paid by Check #42506		06/14/2023	07/07/2023	07/07/2023		07/07/2023	214.67
4158755989	Contractual	Paid by Check #42506		06/15/2023	07/07/2023	07/07/2023		07/07/2023	161.23
4158756198	Contractual	Paid by Check #42506		06/15/2023	07/07/2023	07/07/2023		07/07/2023	1,228.46
4159297749	Contractual	Paid by Check #42506		06/21/2023	07/07/2023	07/07/2023		07/07/2023	214.67
4159446845	Contractual	Paid by Check #42506		06/22/2023	07/07/2023	07/07/2023		07/07/2023	161.23
4159447029	Contractual	Paid by Check #42506		06/22/2023	07/07/2023	07/07/2023		07/07/2023	806.66



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4159989461	Contractual	Paid by Check #42506		06/28/2023	07/07/2023	07/07/2023		07/07/2023	214.88
4160169249	Contractual	Paid by Check #42506		06/29/2023	07/07/2023	07/07/2023		07/07/2023	161.64
4160169392	Contractual	Paid by Check #42506		06/29/2023	07/07/2023	07/07/2023		07/07/2023	724.47
Vendor 333 - Cintas Corporation No. 2 Totals									\$9,885.67
Vendor 8 - City of Dinuba									
2023 Soccer	Sponsorship	Paid by Check #42507		07/03/2023	07/07/2023	07/07/2023		07/07/2023	250.00
Vendor 8 - City of Dinuba Totals									\$250.00
Vendor 170 - Comcast									
0002177 06/27/23	1390 E ELIZABETH WAY 07/01/23	Paid by Check #42511		06/27/2023	07/07/2023	07/07/2023		07/07/2023	95.72
	-07/31/23								
0136611 06/26/23	PD - 07/01/2023 - 07/31/2023	Paid by Check #42509		06/26/2023	07/07/2023	07/07/2023		07/07/2023	51.79
	Billing Charges								
0191269 06/22/23	FY 2023 & FY 2024 201 N	Paid by Check #42508		06/22/2023	07/07/2023	07/07/2023		07/07/2023	301.44
	URUAPAN WAY 06/27/23-								
	07/26/23								
0181138 06/27/23	180 W MERCED ST 07/02/23-	Paid by Check #42510		06/27/2023	07/07/2023	07/07/2023		07/07/2023	500.08
	08/01/23								
Vendor 170 - Comcast Totals									\$949.03
Vendor 1316 - Patrick Aage Contreras									
070323	Fy 23/24-SE/Indp Day-Ent for 7/3/23 event	Paid by Check #42493		07/03/2023	07/03/2023	07/03/2023	06/30/2023	07/03/2023	1,500.00
Vendor 1316 - Patrick Aage Contreras Totals									\$1,500.00
Vendor 1035 - De Lage Landen Public Finance									
80199193	June/July 2023	Paid by EFT #2493		06/24/2023	07/07/2023	07/07/2023		07/07/2023	354.46
Vendor 1035 - De Lage Landen Public Finance Totals									\$354.46
Vendor 1582 - Dell Financial Services LLC									
2713541	SERVER 08/01/23-08/31/23	Paid by Check #42512		07/01/2023	07/07/2023	07/07/2023		07/07/2023	2,947.71
Vendor 1582 - Dell Financial Services LLC Totals									\$2,947.71
Vendor 36 - Ewing Irrigation Products									
19728758	Fy 22/23-Parks-Repair supplies	Paid by Check #42513		06/14/2023	07/07/2023	07/07/2023	06/23/2023	07/07/2023	373.52
19739911	FY 22/23-Parks-Repair supplies	Paid by Check #42513		06/15/2023	07/07/2023	07/07/2023	06/30/2023	07/07/2023	452.24
Vendor 36 - Ewing Irrigation Products Totals									\$825.76
Vendor 1818 - First String Sports Inc.									
0000080216	Fy 22/23-Sportsplex-infield screen, bucket balls, bownet	Paid by Check #42514		06/23/2023	07/07/2023	07/07/2023	06/27/2023	07/07/2023	896.61
Vendor 1818 - First String Sports Inc. Totals									\$896.61
Vendor 252 - Geil Enterprises, Inc.									



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431968	FY 2023: ALARM REPAIRS PW FACILITY	Paid by Check #42515		05/31/2023	07/07/2023	07/07/2023		07/07/2023	250.00
Vendor 252 - Geil Enterprises, Inc. Totals									\$250.00
Vendor 139 - Henry Schein Inc.									
43375234	Supplies	Paid by Check #42516		06/20/2023	07/07/2023	07/07/2023		07/07/2023	179.16
42832437	Supplies	Paid by Check #42516		06/22/2023	07/07/2023	07/07/2023		07/07/2023	20.31
Vendor 139 - Henry Schein Inc. Totals									\$199.47
Vendor 1718 - JCL Company, LLC									
0627235193	FY 2023: FLEET SUPPLIES	Paid by Check #42517		06/27/2023	07/07/2023	07/07/2023		07/07/2023	250.09
Vendor 1718 - JCL Company, LLC Totals									\$250.09
Vendor 1403 - Kings Industrial Occupational Medical Center, Inc.									
192407	FY 2023 Services for May 2023	Paid by Check #42518		06/06/2023	07/07/2023	07/07/2023		07/07/2023	2,701.79
Vendor 1403 - Kings Industrial Occupational Medical Center, Inc. Totals									\$2,701.79
Vendor 1747 - KRC Safety Co Inc									
59717	Fy 22/23-SE/Indp-Light towers	Paid by Check #42519		06/28/2023	07/07/2023	07/07/2023	06/30/2023	07/07/2023	525.00
59700	FY 2023: TRAFFIC SIGNS	Paid by Check #42519		06/26/2023	07/07/2023	07/07/2023		07/07/2023	15,669.31
59723	FY 2023: BARRICADE	Paid by Check #42519		06/28/2023	07/07/2023	07/07/2023		07/07/2023	2,278.50
Vendor 1747 - KRC Safety Co Inc Totals									\$18,472.81
Vendor 449 - Les Schwab Tire Centers of Central California									
55100305649	FY 2023: unit M-733	Paid by Check #42520		03/07/2023	07/07/2023	07/07/2023		07/07/2023	804.30
55100306559	FY 2023: UNIT E-231	Paid by Check #42520		03/18/2023	07/07/2023	07/07/2023		07/07/2023	2,504.07
55100314930	FY 2023: UNIT PD-29	Paid by Check #42520		06/27/2023	07/07/2023	07/07/2023		07/07/2023	864.53
Vendor 449 - Les Schwab Tire Centers of Central California Totals									\$4,172.90
Vendor 1931 - MissionSquare Plan Services									
2024-00000008	30 - 457 - Employee MissionSquare \$*	Paid by EFT #2494		07/06/2023	07/06/2023	07/06/2023		07/06/2023	2,467.51
Vendor 1931 - MissionSquare Plan Services Totals									\$2,467.51
Vendor 589 - Rosa Montanez									
JULY 2023	Anthem Reimb 07/01/2023-07/31/2023	Paid by Check #42521		06/30/2023	07/07/2023	07/07/2023		07/07/2023	258.06
Vendor 589 - Rosa Montanez Totals									\$258.06
Vendor 22 - Moore Twining Associates Inc.									
3372774	FY 2023: Moore WWTP In House	Paid by Check #42522		06/28/2023	07/07/2023	07/07/2023		07/07/2023	115.00
Vendor 22 - Moore Twining Associates Inc. Totals									\$115.00
Vendor 1853 - Kevin Moya									



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307	FY 2023 Pamela Ponding Basin weed abatement - Morningside	Paid by Check #42494		04/27/2023	07/03/2023	07/03/2023		07/03/2023	6,000.00
308	FY 2023 Davis Basin Weed abatement - Nebraska	Paid by Check #42494		04/28/2023	07/03/2023	07/03/2023		07/03/2023	2,000.00
309	FY 2023 Hayes Basin weed abatement	Paid by Check #42494		04/28/2023	07/03/2023	07/03/2023		07/03/2023	2,000.00
			Vendor 1853 - Kevin Moya Totals				Invoices	3	\$10,000.00
Vendor 884 - Napa Auto Parts									
078246	Supplies	Paid by Check #42523		06/28/2023	07/07/2023	07/07/2023		07/07/2023	25.74
			Vendor 884 - Napa Auto Parts Totals				Invoices	1	\$25.74
Vendor 392 - O'Reilly Auto Parts									
3641-129491	Vehicles	Paid by Check #42524		05/30/2023	07/07/2023	07/07/2023		07/07/2023	4.10
3641-129615	Vehicles	Paid by Check #42524		05/31/2023	07/07/2023	07/07/2023		07/07/2023	38.75
3641-129636	Vehicles	Paid by Check #42524		05/31/2023	07/07/2023	07/07/2023		07/07/2023	59.37
3641-129688	Vehicles	Paid by Check #42524		05/31/2023	07/07/2023	07/07/2023		07/07/2023	3.42
3641-129732	Vehicles	Paid by Check #42524		05/31/2023	07/07/2023	07/07/2023		07/07/2023	(176.90)
3641-129797	Vehicles	Paid by Check #42524		06/01/2023	07/07/2023	07/07/2023		07/07/2023	61.60
3641-130055	Vehicles	Paid by Check #42524		06/02/2023	07/07/2023	07/07/2023		07/07/2023	240.89
3641-130593	Vehicles	Paid by Check #42524		06/05/2023	07/07/2023	07/07/2023		07/07/2023	17.34
3641-130801	Vehicles	Paid by Check #42524		06/06/2023	07/07/2023	07/07/2023		07/07/2023	25.97
3641-130855	Vehicles	Paid by Check #42524		06/06/2023	07/07/2023	07/07/2023		07/07/2023	130.55
3641-131169	Vehicles	Paid by Check #42524		06/08/2023	07/07/2023	07/07/2023		07/07/2023	218.15
3641-131181	Vehicles	Paid by Check #42524		06/08/2023	07/07/2023	07/07/2023		07/07/2023	(218.15)
3641-131941	Vehicles	Paid by Check #42524		06/12/2023	07/07/2023	07/07/2023		07/07/2023	35.91
3641-131990	Vehicles	Paid by Check #42524		06/12/2023	07/07/2023	07/07/2023		07/07/2023	(82.42)
3641-132108	Vehicles	Paid by Check #42524		06/13/2023	07/07/2023	07/07/2023		07/07/2023	38.75
3641-132124	Vehicles	Paid by Check #42524		06/13/2023	07/07/2023	07/07/2023		07/07/2023	5.74
3641-132129	Vehicles	Paid by Check #42524		06/13/2023	07/07/2023	07/07/2023		07/07/2023	48.77
3641-132542	Vehicles	Paid by Check #42524		06/15/2023	07/07/2023	07/07/2023		07/07/2023	10.13
3641-132695	Vehicles	Paid by Check #42524		06/16/2023	07/07/2023	07/07/2023		07/07/2023	33.37
3641-132699	Vehicles	Paid by Check #42524		06/16/2023	07/07/2023	07/07/2023		07/07/2023	45.44
3641-133259	Vehicles	Paid by Check #42524		06/19/2023	07/07/2023	07/07/2023		07/07/2023	64.20
3641-133459	Vehicles	Paid by Check #42524		06/20/2023	07/07/2023	07/07/2023		07/07/2023	15.60
3641-133516	Vehicles	Paid by Check #42524		06/20/2023	07/07/2023	07/07/2023		07/07/2023	25.97
3641-133530	Vehicles	Paid by Check #42524		06/20/2023	07/07/2023	07/07/2023		07/07/2023	140.68
3641-133610	Vehicles	Paid by Check #42524		06/20/2023	07/07/2023	07/07/2023		07/07/2023	(22.00)
3641-133750	Vehicles	Paid by Check #42524		06/21/2023	07/07/2023	07/07/2023		07/07/2023	46.39
EB34105961	Vehicles	Paid by Check #42524		06/21/2023	07/07/2023	07/07/2023		07/07/2023	(34.20)
3641-134943	Vehicles	Paid by Check #42524		06/27/2023	07/07/2023	07/07/2023		07/07/2023	218.15
3641-135118	Vehicles	Paid by Check #42524		06/28/2023	07/07/2023	07/07/2023		07/07/2023	64.20
			Vendor 392 - O'Reilly Auto Parts Totals				Invoices	29	\$1,059.77



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Vendor 142 - Office Depot BSD									
319064031001	Supplies	Paid by Check #42525		06/16/2023	07/07/2023	07/07/2023		07/07/2023	135.30
		Vendor 142 - Office Depot BSD Totals				Invoices	1		\$135.30
Vendor 1957 - On Top Roofing									
23-158 #2	Fy 22/23-Roof repair at the Sportsplex pay remaining bal	Paid by Check #42526		06/04/2023	07/07/2023	07/07/2023	06/13/2023	07/07/2023	2,500.00
		Vendor 1957 - On Top Roofing Totals				Invoices	1		\$2,500.00
Vendor 76 - Pacific Gas & Electric									
9001498229306/23	FY 22/23 405 E El Monte Way 05/30/23-06/27/23	Paid by Check #42528		06/29/2023	07/07/2023	07/07/2023		07/07/2023	1,008.35
9825087728306/23	FY 22/23 595 W NEBRASKA AVE 05/31/23-06/28/23	Paid by Check #42527		06/29/2023	07/07/2023	07/07/2023		07/07/2023	37.66
		Vendor 76 - Pacific Gas & Electric Totals				Invoices	2		\$1,046.01
Vendor 688 - Rogelio Ramirez									
JUNE 2023	FY 2023 Anthem Reimb 06/01/2023-06/30/2023	Paid by Check #42529		06/30/2023	07/07/2023	07/07/2023		07/07/2023	292.35
		Vendor 688 - Rogelio Ramirez Totals				Invoices	1		\$292.35
Vendor 349 - RES COM Pest Control									
2131068	PD - Kennels Pest Control Service	Paid by Check #42530		06/27/2023	07/07/2023	07/07/2023		07/07/2023	48.00
		Vendor 349 - RES COM Pest Control Totals				Invoices	1		\$48.00
Vendor 1677 - Rodeo Wild West									
053771	FY 2023: BOOT ALLOWANCE-CHRISTOPHER VASQUEZ	Paid by Check #42531		06/16/2023	07/07/2023	07/07/2023		07/07/2023	183.36
053776	FY 2023: BOOT ALLOWANCE-COSME PIZANO	Paid by Check #42531		06/28/2023	07/07/2023	07/07/2023		07/07/2023	150.00
		Vendor 1677 - Rodeo Wild West Totals				Invoices	2		\$333.36
Vendor 61 - Silvas Oil Company Inc.									
185473CT	June 2023	Paid by Check #42532		06/30/2023	07/07/2023	07/07/2023		07/07/2023	139.19
		Vendor 61 - Silvas Oil Company Inc. Totals				Invoices	1		\$139.19
Vendor 431 - Sparkletts									
9406519 070123	Fy 23/24-Dept bottled wa & delivery service	Paid by Check #42533		07/01/2023	07/07/2023	07/07/2023	07/03/2023	07/07/2023	145.84
		Vendor 431 - Sparkletts Totals				Invoices	1		\$145.84
Vendor 214 - Stericycle, Inc.									
3006519150	July 2023	Paid by Check #42534		07/01/2023	07/07/2023	07/07/2023		07/07/2023	148.90
		Vendor 214 - Stericycle, Inc. Totals				Invoices	1		\$148.90
Vendor 163 - TAG/AMS Inc.									



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2824616	FY 2023: DRUG SCREENS	Paid by Check #42535		06/26/2023	07/07/2023	07/07/2023		07/07/2023	300.00
			Vendor 163 - TAG/AMS Inc. Totals			Invoices	1		\$300.00
Vendor 434 - Target Solutions									
INV72978	7/1/2023 - 6/30/2024 TS Premier	Paid by Check #42536		07/01/2023	07/07/2023	07/07/2023		07/07/2023	3,915.05
INV72979	7/1/2023 - 6/30/2024 TSCHECKIT	Paid by Check #42536		07/01/2023	07/07/2023	07/07/2023		07/07/2023	3,794.19
			Vendor 434 - Target Solutions Totals			Invoices	2		\$7,709.24
Vendor 1953 - Ed Todd									
JUNE 2023	FY 2023 Anthem Reimb 06/01/2023-06/30/2023	Paid by Check #42537		06/30/2023	07/07/2023	07/07/2023		07/07/2023	886.52
			Vendor 1953 - Ed Todd Totals			Invoices	1		\$886.52
Vendor 311 - Top Dog Training Center									
1717	PD - K9 Maintenance Training Enzo & Zeus	Paid by Check #42538		06/28/2023	07/07/2023	07/07/2023		07/07/2023	180.00
			Vendor 311 - Top Dog Training Center Totals			Invoices	1		\$180.00
Vendor 329 - Townsend Public Affairs									
20124	CONSULTING JULY 2023	Paid by Check #42539		07/01/2023	07/07/2023	07/07/2023		07/07/2023	5,500.00
			Vendor 329 - Townsend Public Affairs Totals			Invoices	1		\$5,500.00
Vendor 49 - Tulare County									
22-3850 22-4299	FY 22/23 Overpayment Run #22- 3850 & 22-4299	Paid by Check #42540		06/29/2023	07/07/2023	07/07/2023		07/07/2023	191.78
			Vendor 49 - Tulare County Totals			Invoices	1		\$191.78
Vendor 273 - US Bank									
504699661	FY 22/23 & FY 23/24 Copier Lease 06/20/2023 - 07/20/2023	Paid by Check #42541		06/26/2023	07/07/2023	07/07/2023		07/07/2023	3,219.01
			Vendor 273 - US Bank Totals			Invoices	1		\$3,219.01
Vendor 1434 - Vast Networks									
45423	07/01/2023-07/31/2023 Internet	Paid by Check #42542		07/01/2023	07/07/2023	07/07/2023		07/07/2023	4,632.29
			Vendor 1434 - Vast Networks Totals			Invoices	1		\$4,632.29
Vendor 354 - Verizon Wireless									
9937276906	June/July 2023	Paid by Check #42543		06/14/2023	07/07/2023	07/07/2023		07/07/2023	411.47
			Vendor 354 - Verizon Wireless Totals			Invoices	1		\$411.47
Vendor 1916 - Woodie and the Longboards									
070323	Fy 23/24-SE/Indp Day-Ent. band for 7/3/23 event	Paid by Check #42495		07/03/2023	07/03/2023	07/03/2023	06/30/2023	07/03/2023	3,000.00
			Vendor 1916 - Woodie and the Longboards Totals			Invoices	1		\$3,000.00
Vendor 1313 - Yepez Plumbing									



Accounts Payable Invoice Report

Payment Date Range 07/01/23 - 07/07/23
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
08607	FY 2023: UNCLOG TOILET ROOSEVELT PARK	Paid by Check #42544		06/26/2023	07/07/2023	07/07/2023		07/07/2023	250.00
			Vendor	1313 - Yepez Plumbing Totals		Invoices	1		\$250.00
				Grand Totals		Invoices	131		\$107,297.12



City Council Staff Report

Department: CITY MANAGER'S OFFICE

July 11, 2023

To: Mayor and City Council

From: Daniel James, Assistant City Manager

Subject: Approval of Real Property Purchase and Sale Agreement between the City of Dinuba and MB Developers, LLC (DJ)

RECOMMENDATION

Council to approve a Real Property Purchase and Sale Agreement for one (1) acre of commercial property (APN: 017-280-020) between the City of Dinuba and MB Developers, LLC for the development of a Chipotle Mexican Grill.

EXECUTIVE SUMMARY

MB Developers, LLC has presented an offer to purchase a parcel of city-owned real property (APNs: 017-280-020) totaling approximately 30,000/sf located at the North-west corner of the 20-acre commercial property just east of the Wal-Mart shopping center. MB Developers, LLC intends to develop the property for a Chipotle restaurant.

OUTSTANDING ISSUES

None.

DISCUSSION

The City of Dinuba currently owns a 20-acre parcel of commercially zoned property near the Wal-Mart shopping center off of W. El Monte Way. A location map of the parcels is attached herein as Exhibit 'A-1' of the enclosed Purchase and Sale Agreement. MB Developers, LLC is interested in purchasing a 30,000/sf portion of this property in order to develop a Chipotle restaurant on the site.

MB Developers, LLC has presented an offer to purchase approximately 30,000/sf of the 20-acre property for a sum of \$150,000, which is consistent with the Brokers Opinion of Value provided by John Lee with Retail California. The Purchase and Sale Agreement enclosed herein as Attachment 'A' sets forth the specific terms of the sale and proposed use of the site. As a condition of the sale and close of escrow, MB

Developers, LLC will have 180 days from the date the agreement is executed to perform their due diligence. The City Attorney has reviewed the agreement and finds the document acceptable as to form.

The proposed Chipotle will complement the W. El Monte commercial corridor by adding a new sit-down, fast casual restaurant option for Dinuba residents and visitors to the community. Staff recommends Council approve the sale of the subject property for the development of a future Chipotle restaurant project, and direct the City Manager, or designee to execute the Purchase and Sale Agreement any and all documents required for the sale of the property.

FISCAL IMPACT

The proceeds of the sale totaling \$150,000 will be deposited into the General Fund upon close of escrow.

PUBLIC HEARING

None Required.

ATTACHMENTS:

A. MB Developers Purchase and Sale Agreement

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

This AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS (the “**Agreement**”) is entered into as of June ____, 2023 (the “**Agreement Date**”) by and between City of Dinuba (“**Seller**”), and MB Developers, LLC, a California limited liability company (“**Buyer**”).

A. Seller is the owner of, certain real property designated as Assessor’s Parcel Number 017-280-020-000 located in the City of Dinuba, County of Tulare, as more particularly described on Exhibit A attached hereto (the “**Lot**”). As used herein, the “**Property**” shall include an approximately 30,000 square foot portion of the Lot, in the area generally depicted on Exhibit A-1, to be created by a parcel map, and will include all of Seller’s right, title and interest in and to all entitlements, easements, rights, mineral rights, oil and gas rights, water, water rights, air rights, development rights and privileges appurtenant thereto and all improvements located thereon.

B. Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which is acknowledged by Seller, Buyer and Seller agree as follows:

1. PURCHASE AND SALE.

1.1. Agreement to Buy and Sell. Subject to the terms and conditions herein, Seller shall sell and convey to Buyer, and Buyer shall acquire and purchase from Seller, the Property.

1.2. Purchase Price. The purchase price for the Property shall be One Hundred Fifty Thousand Dollars (**\$150,000.00**) (the “**Purchase Price**”). The Purchase Price is payable as follows:

1.2.1. Deposit. On or before 2 business days after the Opening of Escrow (defined in Section 2.1 below), Buyer shall deposit with Escrow Holder (defined below) by wire transfer the sum of \$15,000.00 (the “**Deposit**”). When held by Escrow Holder in connection with this transaction, Escrow Holder shall invest the Deposit in an interest-bearing account as Buyer may designate, with the interest thereon to accrue for the benefit of Buyer. The Deposit shall (a) be applied and credited to the Purchase Price upon the Close of Escrow, and (b) after Buyer delivers the Feasibility Approval Notice constitute liquidated damages pursuant to Section 2.6.2 if Buyer defaults hereunder and be non-refundable to Buyer except as set forth herein.

1.2.2. Purchase Price Balance. Provided all of the other conditions precedent to Buyer’s obligation to purchase the Property are timely satisfied, then prior to the Close of Escrow, Buyer shall deposit with Escrow Holder by cash, cashier’s check, or other immediately available funds the difference between (i) the Purchase Price and (ii) the Deposit (the “**Purchase Price Balance**”).

1.2.3. Independent Consideration. Within 2 business days after the opening of Escrow, Buyer shall deposit with Escrow Holder by wire transfer or its company check the sum of One Hundred Dollars (\$100.00) (the “**Independent Consideration**”). Buyer and Seller have bargained for and agree that the Independent Consideration is consideration for Buyer’s rights under this Agreement and for Seller providing the Feasibility Period (defined below) to Buyer. Upon receipt, the Escrow Holder shall immediately release the Independent Consideration to Seller, and notwithstanding any provision in this

Agreement to the contrary, the Independent Consideration shall be nonrefundable to Buyer in all circumstances

1.3. Termination. If Buyer does not deliver the Feasibility Approval Notice within the time required herein, then (a) the Deposits and all interest accrued thereon shall be returned to Buyer, (b) this Agreement and the Escrow shall terminate, (c) Seller and Buyer shall share any Escrow termination charges and (d) the parties shall have no further obligation to one another with respect to this Agreement, except as otherwise expressly provided herein.

2. ESCROW AND CLOSING.

2.1. Opening of Escrow. Within 2 business days after this Agreement is signed by the last of Seller and Buyer, Buyer shall open an escrow (the “**Escrow**”) with Chicago Title Company at the address set forth below (“**Escrow Holder**” and, when applicable, “**Title Company**”), by depositing with Escrow Holder the fully executed Agreement, or executed counterparts thereof. The date the fully executed Agreement is signed and accepted by Escrow Holder on the last page hereof shall be deemed the “**Opening of Escrow**” and Escrow Holder shall advise Buyer and Seller of the date in writing.

2.1.1. Escrow Instructions. This Agreement, along with any amendments that Buyer and Seller may deliver to Escrow Holder, constitutes the joint escrow instructions of Buyer and Seller to Escrow Holder. If Escrow Holder requires additional mutual instructions, those instructions shall contain the general and standard provisions as may be reasonably required by Escrow Holder, provided, however, that no general or standard provisions shall modify or amend any provision of this Agreement, unless expressly set forth in writing by mutual consent of Buyer and Seller. If there is a conflict between any general or standard provisions and the provisions of this Agreement, the provisions of this Agreement shall control.

2.1.2. Escrow Fees and Other Charges. At the Close of Escrow, (a) Seller shall pay: (i) the premium for the CLTA Standard Coverage portion of the Title Policy (defined below), including all endorsements necessary to deliver title in the condition required by this Agreement, (ii) one-half (1/2) of Escrow Holder’s fees, (iii) all documentary transfer taxes, and (iv) recording fees; (b) Buyer shall pay: (i) the additional premium for the Title Policy above the cost of CLTA Standard Policy, to obtain an ALTA Extended Coverage Policy and (ii) one-half (1/2) of Escrow Holder’s fees; and (c) all other costs related to the transaction shall be paid by the parties in the manner consistent with common practice in TulareCounty.

2.2. Closing Date. Subject to the satisfaction of the conditions set forth in Section 2.3 below, the Close of Escrow shall occur on the date (the “**Closing Date**”) that is fifteen (15) days after the latter to occur: (i) Buyer’s delivery of the Feasibility Approval Notice to Seller and Escrow Holder, (ii) Seller’s recordation of the parcel map and (iii) Buyer’s receipt of all necessary permits, including utilities, to construct a free-standing Chipotle, with drive-thru, on the Property. As used in this Agreement, “**Close of Escrow**” shall mean the date that Escrow Holder records a grant deed for the Property in the Official Records of the County. The Close of Escrow shall take place on the Closing Date at the offices of the Title Company.

2.3. Conditions Precedent to Close of Escrow.

2.3.1. Conditions to Buyer’s Obligations. Buyer’s obligation to purchase the Property is subject to the satisfaction of the following conditions or Buyer’s written waiver of the conditions on or before the Closing Date. Buyer may waive in writing any or all of the conditions in its sole and absolute discretion.

- a) Buyer shall have timely delivered the Feasibility Approval Notice;
- b) Seller shall have timely performed all obligations to be performed by Seller pursuant to this Agreement;
- c) Seller's representations, warranties and covenants set forth herein shall be true as of the Close of Escrow;
- d) Seller shall have perfected the parcel map, in a mutually agreeable configuration and recorded the same.
- e) Buyer shall have received all necessary permits and utilities required to construct a freestanding Chipotle, with drive-thru, on the Property
- (f) The Title Company shall be committed to issue to Buyer, as of the Closing Date, the Title Policy covering the Property, subject only to the Permitted Exceptions (defined below).
- (g) Buyer and Seller have entered into any necessary and mutually agreeable reciprocal access and/or operating agreements as it relates to the future development of the remainder of the Lot.

2.3.2. Conditions to Seller's Obligations. Seller's obligation to consummate the transactions contemplated by this Agreement is subject to the satisfaction of the condition that Buyer shall have performed all of Buyer's obligations hereunder, and Buyer's representations, warranties, and covenants set forth herein shall be true as of the Close of Escrow.

2.4. Closing Documents. The parties shall deposit the following with Escrow Holder prior to the Close of Escrow:

2.4.1. Buyer shall deposit:

- a) The Purchase Price Balance; and
- b) Buyer's cash charges required herein.

2.4.2. Seller shall deposit:

- a) A customary grant deed, conveying fee title to the Property, subject only to the Permitted Exceptions, executed by Seller with Seller's signature acknowledged; and
- b) An owner's affidavit or seller's certificate duly executed by Seller in the form customarily required by title insurance companies in the County.

2.4.3. Additional Documents. Seller and Buyer shall each deliver any other instruments that Escrow Holder reasonably requires or that are otherwise required to proceed to the Close of Escrow and consummate the sale of the Property, in accordance with the terms of this Agreement.

2.5. Close of Escrow.

2.5.1. On the Close of Escrow, Escrow Holder shall:

a) Record the grant deed and, if applicable, the Assignment of Declarant's Rights, in that order, in the Officials Records of the County (and obtain a conformed copy thereof for delivery to Buyer),

b) Pay any transfer taxes,

c) Instruct the County Recorder to return the grant deed to Buyer, and

d) Deliver to Seller the Purchase Price Balance, less Seller's charges.

2.5.2. Escrow Holder shall prorate real property taxes and assessments as of the Close of Escrow, based on the most recent tax information and based on a three hundred sixty (360) day year. Seller may pay its portion of the taxes and assessments using the proceeds of the Close of Escrow. If final bills are unavailable or cannot be issued before the Closing for any item being prorated, then Buyer and Seller agree to allocate such items on a fair and equitable basis as soon as such bills are available, final adjustment to be made as soon as practicable and reasonably possible after the Closing. Notwithstanding the foregoing, if any supplemental tax bills are issued, Seller will pay to Buyer, within thirty (30) days after Buyer's request, any portion of such supplemental taxes allocable to the period prior to the Close of Escrow, which obligation will survive the Close of Escrow. In addition, if either party receives a tax refund relating to the Property, within thirty (30) days after receipt thereof, Seller will pay to Buyer any portion thereof allocable to the period commencing on the Close of Escrow or Buyer will pay to Seller any portion thereof allocable to the period prior to the Close of Escrow. All such rights and obligations shall survive the Closing for a period of twelve (12) months.

2.5.3. Upon the Close of Escrow, Seller shall convey title to the Property to Buyer, subject only to the Permitted Exceptions, free and clear of any leases, tenancies and any rights of parties in possession.

2.6. Failure to Close; Termination.

2.6.1. Failure to Close Without Default. If the Close of Escrow does not occur because one or more of the conditions precedent to the Close of Escrow set forth in Section 2.3 have not been satisfied or waived by the party benefitted by such condition, and neither party is in default, then the party benefitted by such condition may elect to terminate this Agreement at any time thereafter until all such conditions precedent have been satisfied by giving written notice to the other party and Escrow Holder, in which event:

a) Escrow Holder shall automatically return to Buyer the Deposit and any other sums deposited by Buyer still being held by Escrow Holder, and all accrued interest thereon, by unilateral instruction from Buyer;

b) Seller shall have no further obligation to sell to Buyer, and Buyer shall have no further obligation to purchase, the Property, and

c) This Agreement shall terminate and the parties shall have no further obligations hereunder except as expressly provided herein.

2.6.2. Buyer's Default. If, after Buyer has delivered the Feasibility Approval Notice, Buyer fails to perform any material obligation under this Agreement, and Buyer does not cure such failure to perform within 5 days after Buyer's receipt of written notice of the same— as required by Section

2.6.6— from Seller, then Buyer shall be in default and the Deposit that has been paid by Buyer (the “**Liquidated Damages Amount**”) shall constitute liquidated damages as follows:

BY PLACING THEIR INITIALS HERE: BUYER ^{DS} MS AND SELLER _____
 EACH AGREE THAT IF BUYER MATERIALLY DEFAULTS UNDER THIS AGREEMENT, THE DAMAGES TO SELLER WOULD BE EXTREMELY DIFFICULT AND IMPRACTICABLE TO ASCERTAIN, AND THAT THEREFORE, IF BUYER FAILS TO PERFORM A MATERIAL OBLIGATION HEREUNDER AND DOES NOT CURE SUCH FAILURE WITHIN TEN (10) DAYS AFTER WRITTEN NOTICE IS GIVEN BY SELLER TO BUYER, BUYER SHALL BE IN DEFAULT AND THE LIQUIDATED DAMAGES AMOUNT SHALL SERVE AS DAMAGES FOR THE DEFAULT BY BUYER, AS A REASONABLE ESTIMATE OF THE DAMAGES TO SELLER, INCLUDING COSTS OF NEGOTIATING AND DRAFTING THIS AGREEMENT, COSTS OF COOPERATING IN SATISFYING CONDITIONS TO CLOSING, COSTS OF SEEKING ANOTHER BUYER, OPPORTUNITY COSTS IN KEEPING THE PROPERTY OUT OF THE MARKETPLACE, AND OTHER COSTS INCURRED IN CONNECTION HERewith. RETENTION OF THE LIQUIDATED DAMAGES AMOUNT SHALL BE SELLER’S SOLE AND EXCLUSIVE REMEDY AGAINST BUYER IF BUYER MATERIALLY DEFAULTS HEREUNDER, AND SELLER WAIVES ANY AND ALL RIGHT TO SEEK OTHER RIGHTS OR REMEDIES AGAINST BUYER, INCLUDING WITHOUT LIMITATION, SPECIFIC PERFORMANCE. THE PAYMENT AND RETENTION OF THAT AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. SELLER WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3389. UPON ANY SUCH DEFAULT BY BUYER HEREUNDER, THIS AGREEMENT SHALL BE TERMINATED AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER, EACH TO THE OTHER, EXCEPT FOR THE RIGHT OF SELLER TO RETAIN THE LIQUIDATED DAMAGES AMOUNT.

2.6.3. Seller’s Default. If Seller materially defaults under this Agreement, then Buyer may pursue any of the following remedies:

a) If the default occurs prior to Close of Escrow, Buyer may (i) extend the time period for Seller’s performance, (ii) terminate this Agreement, provided such termination shall be effective only upon delivery of written notice of termination from Buyer to Escrow Holder and Seller, in which event Escrow Holder shall automatically return to Buyer the Deposit and all accrued interest thereon and any other sums deposited by Buyer, and Buyer shall be entitled to recover whatever other damages it has sustained on account of Seller’s default hereunder. However, Buyer agrees waives any and all rights to seek Seller’s specific performance.

b) If the default occurs following Close of Escrow or if Buyer becomes aware of any breach of any representation or warranty of Seller following the Closing hereunder, Buyer may pursue any or all of the remedies available to it under this Agreement and/or at law or in equity.

2.6.4. Escrow Fees on Default. If the failure to close is due to the default of one of the parties, the defaulting party shall bear the sole and full liability for paying any escrow cancellation fee.

2.6.5. Interest on Delinquent Amounts. If any party owes the other party money hereunder and does not pay or return such money to the other party within five (5) business days after written demand therefore, the unpaid amount shall thereafter accrue interest at the lesser of (a) ten percent

(10%) per annum or (b) the highest rate permitted by law, from the date such amount was due until the date it is paid in full.

2.6.6. Cure Period. No party shall be deemed in default unless the other party has first delivered to such party a written notice of the default, and the party receiving such notice has not cured the default within 10 business days after receipt of the written notice.

3. ACTIONS PENDING CLOSE OF ESCROW.

3.1. Investigation of the Property.

3.1.1. Delivery of Reports. Not later than 5 days after the Opening of Escrow, Seller shall deliver or cause to be delivered to Buyer legible and complete copies of all studies, reports, agreements, documents, plans, permits and entitlements in Seller's or its agents' possession, or readily obtainable by Seller, pertinent to the Property and its improvement and development (the "**Reports**"), including, without limitation, studies; reports; correspondence; agreements; documents; affordable housing agreements and materials; plans; maps; CC&Rs; homeowners' association formation documents, assessment district formation and related documents, budgets, correspondence or other materials; permits; and entitlements.

3.1.2. Feasibility Period. With Seller's reasonable cooperation, Buyer shall have until 5:00 P.M. Pacific Time on the date that is 180 days after Buyer receives the Prelim (defined below) and Reports (the "**Feasibility Period**") to review the suitability of the Property for Buyer's use and development, including, without limitation, any governmental land regulations, zoning ordinances, development costs, financial and market feasibility, all covenants, conditions and restrictions and other contracts, agreements or documents affecting the Property, proposed or existing assessment districts affecting the Property, the status of the entitlement or development condition of the Property, the physical condition of the Property, including soil and geological assessments and a Phase I environmental audit (the "**Feasibility Matters**"), and to deliver to Seller and Escrow Holder, in Buyer's sole and absolute discretion, written notice (the "**Feasibility Approval Notice**") of Buyer's approval of the Feasibility Matters. If Buyer does not deliver the Feasibility Approval Notice before the expiration of the Feasibility Period, then Buyer shall have disapproved of the Feasibility Matters, this Agreement shall automatically terminate, and the provisions of Section 1.3 shall apply. Buyer shall have the right to extend the Feasibility Period by 2 periods of 60 days each. Buyer shall deposit an additional \$10,000 for each extension, which will be applicable to the Purchase Price but will be non-refundable.

3.2. Title Review.

3.2.1. Title Report. Within 5 business days after the Opening of Escrow, Seller shall cause Title Company to furnish Buyer with an updated Preliminary Report on the Property, together with legible copies of all documents referenced therein as exceptions to title and a plot plan for the Property showing all the locations of all easements referenced therein (collectively, the "**Prelim**").

3.2.2. Title Notices. Buyer shall have 5 business days after its actual receipt of the Prelim to deliver to Seller and Escrow Holder written notice (the "**Preliminary Title Notice**") of Buyer's approval, conditional approval or disapproval of the title matters disclosed in the Prelim. All matters not timely approved by Buyer are deemed disapproved.

a) Seller shall have 5 days after receipt of the Preliminary Title Notice or Buyer's deemed disapproval of the Prelim, to: (i) commit to cause the exceptions disapproved by Buyer to be released of record, or commit to cause the Title Company to endorse over such exceptions pursuant

to an endorsement or endorsements acceptable to Buyer in Buyer's sole and absolute discretion, as of or before the Close of Escrow, and to give Buyer and Escrow Holder written notice of those exceptions that have been or will be so released or endorsed over on or before the Close of Escrow, or (ii) elect not to commit to remove or endorse over the exceptions disapproved by Buyer. If Seller does not deliver its response notice within the 2-day period, Seller shall be deemed to have elected to eliminate or endorse over all matters disapproved or conditionally approved by Buyer. Notwithstanding the foregoing, Seller shall be obligated to remove and eliminate as exceptions to title to the Property as of the Close of Escrow all monetary liens or encumbrances and all claims to fee title or leasehold or other possessory interests in the Property.

b) If Seller does not to commit to remove, or cause the Title Company to endorse over an exception disapproved by Buyer as of the Close of Escrow (other than a monetary lien or encumbrance, or claim to fee title or leasehold or other possessory interest in or to the Property, as to which Seller's obligation to remove and eliminate is absolute and a failure to do so is a default under this Agreement), Buyer may, on or before the expiration of the Feasibility Period, (i) terminate this Agreement, in which case the provisions of Section 2.6.1 shall apply, or (ii) waive its objections to the exceptions in question by delivering written notice (the "**Title Approval Notice**") to Seller and Escrow Holder. If Buyer does not deliver the Title Approval Notice described in clause (ii) of the preceding sentence, Buyer shall be deemed to have terminated this Agreement.

c) All exceptions that Seller is required to remove or cause Title Company to endorse over pursuant to this Section 3.2.2 are "**Disapproved Exceptions.**"

d) If pursuant to Section 3.2.2(a), Seller commits, or is deemed to have committed, to remove or cause the Title Company to endorse over all exceptions disapproved by Buyer, then any requirements of this Agreement for Buyer to have delivered the Title Approval Notice, except as set forth in Section 3.2.2(b), shall be deemed satisfied; provided, such deemed satisfaction shall not affect Seller's title obligations under this Agreement.

3.2.3. Seller's Title Obligations. Seller shall cause the Disapproved Exceptions to be released of record from the Property, or commit to cause the Title Company to endorse over the Disapproved Exceptions pursuant to an endorsement or endorsements acceptable to Buyer in Buyer's sole and absolute discretion, as of or before the Close of Escrow. If Seller is unable to remove, or to cause the Title Company to endorse over a Disapproved Exception, Buyer shall have the option, on or before the Closing Date, to: (i) declare Seller in default hereunder and exercise Buyer's remedies pursuant to Section 2.6.3, or (ii) waive its objection to the Disapproved Exceptions in question by delivering notice of the waiver to Seller and Escrow Holder. If Buyer does not deliver the waiver notice described in clause (ii) of the preceding sentence, Buyer shall be deemed to have declared Seller in default hereunder.

3.2.4. Permitted Exceptions. "**Permitted Exceptions**" shall mean all exceptions appearing on the Prelim that are: (i) general and special real property taxes and assessments, a lien not yet due and payable; and (ii) any other liens, easements, encumbrances, covenants, conditions and restrictions of record, other than Disapproved Exceptions.

3.2.5. New or Additional Exceptions. Following execution of this Agreement, Seller shall not place or allow any additional liens or encumbrances on the Property without the prior written consent of Buyer. If Title Company issues any supplement to the Prelim that discloses any exceptions not shown on the Prelim, then the new exceptions shall be Disapproved Exceptions subject to Section 3.2, unless the new exceptions (i) arise from the acts or omissions of Buyer, or (ii) are consented to or waived in writing by Buyer.

3.3. Title Policy. Buyer's obligation to proceed to the Close of Escrow shall be conditioned upon the commitment by Title Company to issue a CLTA standard coverage owner's policy of title insurance insuring fee title to the Property vested in Buyer, subject only to the Permitted Exceptions, with coverage in an amount equal to the Purchase Price (the "**Title Policy**"). At Buyer's option, Buyer may require an ALTA Extended Owner's Policy instead of the standard coverage title policy if Buyer pays any additional premium on account thereof. The form of title policy selected by Buyer is referred to herein as the "**Title Policy**."

3.4. Access. At any time during the term of this Agreement, Buyer, its agents and employees and contractors shall have the right to enter the Property to conduct any investigations, inspections and tests of the Property as Buyer deems necessary to evaluate the condition and suitability of the Property for the development contemplated by Buyer and as necessary to obtain all approvals and entitlements to enable Buyer to develop the Property.

3.5. Seller's Covenant Not to Further Encumber the Property. Seller shall not, directly or indirectly, alienate, encumber, transfer, option, lease, assign, sell, transfer or convey its interest or any portion of its interest in the Property, or any portion thereof, or enter into any agreement to do so, so long as this Agreement is in force. Seller shall timely discharge, prior to the Closing, any and all obligations relating to work performed on or conducted at or materials delivered to or for the Property from time to time by Seller, or at Seller's direction or on its behalf, in order to prevent the filing of any claim or mechanic's lien with respect to such work or materials.

3.6. Seller's Pre-Closing Obligations; Condition of Property. At the Close of Escrow, Seller shall deliver the Property to Buyer free and clear of all debris, rubbish and personal property located on or under the surface of the Property.

4. REPRESENTATIONS, WARRANTIES AND COVENANTS.

4.1. Seller's Representations, Warranties and Covenants. In addition to the representations, warranties and covenants of Seller contained in other Sections of this Agreement, Seller represents, warrants and covenants to Buyer as follows, all of which shall survive the Close of Escrow:

4.1.1. Seller is authorized and has the full right, legal capacity, power, and authority to enter into and carry out the terms of this Agreement. This Agreement has been duly authorized and entered into by Seller and the parties signing on behalf of Seller, and upon delivery to and execution by Buyer, shall be a valid and binding agreement of Seller.

4.1.2. Except as identified in the Prelim, Seller has not alienated, encumbered, transferred, assigned or otherwise conveyed its interest in the Property or any portion thereof, nor entered into any agreement to do so, nor shall Seller do so. By entering into and performing the transactions contemplated by this Agreement, Seller will not violate or breach any agreement, covenant or obligation binding on Seller, and Seller may convey the Property to Buyer without the consent of any third party. Seller is not aware of any fact or circumstance related to the Property not mentioned herein that a reasonable buyer would want to know before a purchase of real property similar to the Property.

4.1.3. There are no mechanic's or materialman's liens or similar claims or liens now asserted against the Property for work performed or commenced prior to the date hereof other than as described in the Prelim; and Seller shall timely satisfy and discharge any and all obligations relating to work performed on or conducted at or materials delivered to the Property from time to time in order to prevent the filing of any claim or mechanic's lien with respect thereto.

4.1.4. Neither Seller nor any third party has used, generated, transported, discharged, released, manufactured, stored, or disposed any hazardous material from, into, at, on, under, or about the Property.

4.1.5. Seller is not in default under the provisions of any deed of trust, covenants, conditions and restrictions (“**CC&Rs**”), or other encumbrance, lien or restriction on the Property, and has paid current all amounts due and owing with respect thereto, including, but not limited, to all due and owing principal and interest payments and all homeowner’s association dues and assessments. During the term of this Agreement, Seller shall pay all amounts and perform all obligations required to be paid or performed by Seller under any such deed of trust, CC&Rs or other encumbrance, lien or restriction.

Each of the representations and warranties made by Seller in this Agreement, or in any Exhibit, or on any document or instrument delivered pursuant hereto shall be continuing representations and warranties that shall be true and correct in all material respects on the date hereof, and shall be deemed to be made again as and at the date of the Close of Escrow and shall then be true and correct in all material respects. The truth and accuracy of each of the representations and warranties, and the performance of all covenants of Seller contained in this Agreement, are conditions precedent to the Close of Escrow. Seller shall notify Buyer immediately of any facts or circumstances that would make untrue any of the foregoing representations and warranties contained in this Section 4.1.

4.2. **Indemnity.** Seller shall defend, indemnify and hold free and harmless Buyer from and against any losses, damages, costs and expenses (including reasonable attorneys’ fees and costs) resulting from any inaccuracy in or breach of any representation or warranty of the indemnifying party or any breach or default by the indemnifying party under any of the indemnifying party’s covenants or agreements contained in this Agreement. Seller shall also indemnify Buyer from any liability or obligation of Seller that Buyer is not required to assume under this Agreement or accruing prior to such assumption. Seller’s obligations under this Section 4.2 shall survive Close of Escrow or termination of this Agreement for a period of one (1) year.

Buyer agrees to defend, indemnify and hold free and harmless Seller from and against any losses, damages, costs and expenses (including reasonable attorneys’ fees and costs), asserted against, incurred or suffered by Seller resulting from any breach by Buyer following the Close Date of express obligations of Buyer arising under this Agreement. Buyer’s obligations under this Section 4.2 shall survive Close of Escrow or termination of this Agreement for a period of one year.

5. **BROKERS.** Buyer is represented by Commercial Retail Associates, Inc. Seller shall pay, through escrow, a commission in the amount of 6% of the Purchase Price to Commercial Retail Associates, Inc.

6. **DISCLOSURE:** All parties acknowledge that Sam Bogdanovich is a licensed real estate agent in the State of California, a partner in Commercial Retail Associates, Inc. and part owner of Buyer.

7. **GENERAL PROVISIONS.**

7.1. **Counterparts.** The parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original and all counterparts taken together shall constitute the same instrument. To facilitate execution of this Agreement, the parties may exchange executed counterparts of the signature pages by facsimile or portable document format (pdf).

7.2. **Further Assurances.** Each of the parties shall execute and deliver any other instruments and perform any acts, in addition to the matters herein specified, as may be appropriate or necessary to carry out the agreements of the parties, whether the same occurs before or after the Close of Escrow.

7.3. Entire Agreement. This Agreement, together with all Exhibits hereto and documents referred to herein, if any, constitute the entire agreement among the parties hereto with respect to the subject matter hereof, and supersede all prior understandings or agreements. The parties may only modify this Agreement by a writing signed by all parties. All exhibits referred to in this Agreement are deemed incorporated in this Agreement whether or not actually attached.

7.4. Headings. Headings used in this Agreement are for convenience of reference only and are not intended to govern, limit, or aide in the construction of any term or provision hereof.

7.5. Choice of Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California. The parties further agree that this Agreement is entered into and to be performed in Tulare County, California. To the fullest extent permitted by law, the parties waive the venue removal provisions pursuant to California Code of Civil Procedure Section 394.

7.6. Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction or rendered by the adoption of a statute by the State of California or the United States invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

7.7. Waiver of Covenants, Conditions, or Remedies. A party's waiver of the performance of any covenant, condition, or promise, or of the time of performance of any act, under this Agreement shall not invalidate this Agreement or waive any other covenant, condition, or promise, or of the time for performance of any other act required, under this Agreement. The exercise of any remedy provided in this Agreement shall not waive any other remedy provided by law, and the provisions of this Agreement for any remedy shall not exclude any other remedies, except where the exclusion is expressly stated.

7.8. Legal Advice. Each party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement shall be construed as to the fair meaning and not for or against any party based upon any attribution of that party as the sole source of the language in question.

7.9. Time of the Essence. Time is of the essence as to all dates and times of performance, whether contained herein or contained in any escrow instructions to be executed pursuant to this Agreement, and all escrow instructions shall contain a provision to this effect.

7.10. Relationship of Parties. The relationship of the parties is that of seller and buyer, and nothing contained herein shall constitute either party the agent or legal representative of the other for any purpose whatsoever, nor shall this Agreement be deemed to create any form of business organization between the parties hereto, nor is either party granted the right or authority to assume or create any obligation or responsibility on behalf of the other party, nor shall either party be in any way liable for any debt of the other.

7.11. Attorneys' Fees. If any party hereto institutes an action or proceeding for a declaration of the rights of the parties under this Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of, this Agreement, or the transactions contemplated hereby, or if any party is in default of its obligations pursuant thereto, whether or not suit is filed or prosecuted to final judgment, the non-defaulting party or prevailing party shall be entitled to its actual attorneys' fees and to any court costs incurred, in addition to any other damages or relief awarded.

7.12. Notices. All notices and demands that either party is required or desires to give to the other shall be given in writing by mail and email to the address set forth below for the respective party, provided that if any party gives notice of a change of name or address or number, notices to that party shall thereafter be given as demanded in that notice. All notices and demands so given shall be effective upon delivery.

If to Seller: City of Dinuba
Attn:

Email:

If to Buyer: Chelsey Marderosian Skooglund
416 E. South Ave.
Fowler, CA 93625
Email: Chelsey@beesweetcitrus.com

If to Escrow Holder: Chicago Title Company
Attn:

Email:

7.13. Computation of Time. All periods of time referred to in this Agreement shall include all Saturdays, Sundays, and state or national holidays, unless the period of time specifies business days (and for purposes of this Agreement, "business days" do not include Saturdays, Sundays, and state and national holidays). If the date to perform any act or give any notice with respect to this Agreement falls on a Saturday, Sunday, or state or national holiday, the act or notice may be timely performed or given on the next succeeding business day.

7.14. Survival. The respective warranties, representations, covenants, agreements, obligations and undertakings of each party hereunder shall be construed as dependent upon and given in consideration of those of the other party and shall survive the Close of Escrow and delivery of the deed.

8. Parcel Split. Seller shall diligently undertake any actions needed to provide a parcel split and/or to create any necessary multiple parcels.

9. Zoning / Entitlements. Buyer shall be responsible for procuring its own zoning requirements and entitlements.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

BUYER:

MB Developers, LLC, a California limited liability company

DocuSigned by:
By: Chelsey Marderosian Skooglund
Name: Chelsey Marderosian Skooglund
Title: Manager

SELLER:

City of Dinuba

By: _____
Name:

Acknowledged and Agreed:

Chicago Title Company

By: _____
Name:
Title:

EXHIBIT A

Legal Description of the Lot

To be attached by escrow

EXHIBIT A-1

Approximate location of the Property

