



**April 12, 2022
MINUTES**

COUNCIL MEMBERS PRESENT:

Nerio-Guerrero, Longoria, Launer, Reynosa

COUNCIL MEMBERS ABSENT:

Thusu

STAFF MEMBERS PRESENT:

Alaniz, Hernandez, Hurtado, Iriarte, James, Montejano, Popovich, Solis, Webster, Yanez

1. OPENING CEREMONIES

1.1. Welcome and Call to Order

Mayor Launer called the meeting to order at 6:33 p.m.

1.2. Invocation

The invocation was led by Chaplain Garcia.

1.3. Pledge of Allegiance

The pledge of allegiance was led by Vice Mayor Reynosa.

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).

None.

3. PRESENTATIONS/CEREMONIAL MATTERS

3.1. Introduction of the Cinco De Mayo Pageant Contestants (MA)

The Cinco de Mayo contestants were introduced by Aniceta Valdez, a member of the Cinco de Mayo Committee. The seven contestants introduced themselves and their families. The contestants each shared the activities in which they are involved in and spoke about what has lead them to participate in the pageant.

The 2021 Cinco de Mayo Queen introduced herself and expressed her gratitude and positive experience while being the 2021 Cinco de Mayo Queen.

Council thanked the Cinco de Mayo Committee and expressed words of encouragement to the contestants. Council gave well wishes and congratulated the group. Mayor Launer presented each contestant with a City of Dinuba pin.

4. REQUEST TO ADDRESS COUNCIL

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

None.

5. CONSENT CALENDAR

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

5.1. SUBJECT

Authorization to Execute Professional Services Agreement with Adams Ashby Group for CDBG Grant Administration Services (IH)

RECOMMENDATION

Council authorize the City Manager or the Public Works Director to execute a five (5) year professional services agreement with the Adams Ashby Group for Community Development Block Grant (CDBG) projects administration.

5.2. SUBJECT

Resolution No. 2022-19 and Resolution No. 2022-21, Authorization to Participate in the Kings Water Alliance Management Zone and Approval of FY 2021/22 Budget Amendment (IH)

RECOMMENDATION

Council by one motion take the following action:

1. Adopt Resolution Number 2022-19 approving the City's participation in the Kings Water Alliance Management Zone to comply with new nitrate regulations; and
2. Adopt Resolution Number 2022-21 approving a budget amendment for FY 2021/22 to fund the participation fee necessary to join the Kings Water Alliance Management Zone.

5.3. SUBJECT

Approval of City Council Meeting Minutes (MA)

RECOMMENDATION

Council to review and approve City Council meeting minutes of March 22, 2022 as presented.

5.4. SUBJECT

Resolution 2022-20 Approving a Certificate of Cancellation of Williamson Act Contract No. 12919 (DY)

RECOMMENDATION

Staff recommends that the City Council approve a final Certificate of Cancellation of Williamson Act Contract No. 12919. Landowners, MBN HOMES, LLC, petitioned the City of Dinuba for Cancellation of said contract and have now satisfied the conditions set forth in the Certificate of Tentative Cancellation.

5.5. SUBJECT

Dinuba Chamber of Commerce Silver Level Sponsorship for the 13th Annual Golf Tournament on April 22, 2022 (DJ)

RECOMMENDATION

Council approve Silver Level sponsorship in the amount of \$1,000 for the 13th annual Dinuba Chamber of Commerce Golf Tournament scheduled to be held on Friday, April 22, 2022, at Ridge Creek Golf Course.

5.6. SUBJECT

Second reading and adoption of Ordinance No. 2022-02 the PO (Professional Office) zone text amendment allowing the conversion of offices to residential use (KS)

RECOMMENDATION

Council conduct the second reading, waive reading in full, and adopt Ordinance No. 2022-03 approving a text amendment to the PO (Professional Office) zone district allowing offices to be converted to residential use.

5.7. SUBJECT

Extension of Lease Agreement with Dinuba Unified School District for use of the Dinuba Vocational Center (DJ)

RECOMMENDATION

Council approve a one-year extension of the lease agreement with Dinuba Unified School District for the use of the Dinuba Vocational Center, and authorize the City Manager or designee to execute the agreement.

A motion was made by Council Member Longoria, second by Vice Mayor Reynosa, to review and approve as presented.

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

6. WARRANT REGISTER

6.1. SUBJECT

Warrant Register March 25 & April 1, 2022 (KS)

RECOMMENDATION

Council to review and approve the Warrant Register as presented.

A motion was made by Council Member Nerio-Guerrero, second by Council Member Longoria, to review and approve Warrant Register as presented.

Ayes: Launer, Longoria, Nerio-Guerrero, Reynosa

Absent: Thusu

7. DEPARTMENT REPORTS

7.1. SUBJECT

Urgency Ordinance No. 2022-04 Adding Section 190, “Prohibited Activities in Public Parks and Recreation Facilities” to Title 9, Chapter 48 Public Parks of the Dinuba Municipal Code (DY)

RECOMMENDATION

Council adopt Urgency Ordinance No. 2022-04 Adding Section 190, “Prohibited Activities in Public Parks and Recreation Facilities” to Title 9, Chapter 48 Public Parks of the Dinuba Municipal Code.

City Attorney Yanez presented the Urgency Ordinance No. 2022-04 which was created to clarify the current ordinance regarding enforcement of camping and other activities in city parks and recreational facilities.

Yanez stated that the revised ordinance complies with Federal Law and that the language is similar to what the City of Visalia has in place. The ordinance is compassionate while protecting quality of life. The policy will allow for proper notice while specifying details of set procedures.

Yanez stated that the policy specifies hours of exemption that would help impose requirements while enforcing compliance. Yanez will review further details regarding emergency situations where the ordinance may be overruled. RV parking will also be reviewed further. Yanez advised that private property camping would be considered a housing issue, and that day lounging is permitted in the parks as long as there are no tents or structures present.

A motion was made by Vice Mayor Reynosa, second by Council Member Nerio-Guerrero, to adopt Urgency Ordinance No. 2022-04 Adding Section 190, "Prohibited Activities in Public Parks and Recreation Facilities" to Title 9, Chapter 48 Public Parks of the Dinuba Municipal Code.

Ayes: Launer, Longoria, Nerio-Guerrero, Reynosa

Absent: Thusu

8. MAYOR/COUNCIL REPORTS

Vice Mayor Reynosa invited everyone to the Alta Historical District Society function next Saturday.

Council Member Nerio-Guerrero reported attending regularly scheduled meetings. Guerrero attended the groundbreaking ceremony for the new Dinuba High School and

the Spring Fling. Nerio-Guerrero commended the Parks staff for their hard work.

Council Member Longoria reported working with United Way on housing for the homeless.

Mayor Launer attended the Spring Fling and thanked all the volunteers who helped. She thanked the Parks Department for their hard work. Launer attended the Well Water Conference, in Selma. She expressed concerns regarding the water drought and the importance of the current water issues. Launer met with Tim Lutz last Thursday the 31st to review the labor camp housing issue. Launer reported attending the new Dinuba High School groundbreaking ceremony and various other meetings.

9. CITY MANAGER COMMUNICATIONS

Assistant City Manager James thanked the Parks Department for their hard work on the Spring Fling. James reported that the Dutch Bros opening went well. James reported that there have been no problems or issues but that he will continue to evaluate the situation. James thanked the Planning and Development Department for their collaboration on the new Dutch Bros opening.

James reported positive feedback for downtown improvements from Brick and Stone Coffee Shop.

10. CITY STAFF COMMUNICATIONS

Attorney Yanez reported he will be presenting the revised Noise Ordinance and a few other items at the upcoming Council meeting.

Chief Webster reported hiring three new recruits making his department fully staffed.

Lieutenant Iriarte thanked the council for their support and shared information on an upcoming ordinance on military equipment. The ordinance will be implemented in phases and is meant to support transparency. The ordinance will be presented to the council at the next meeting. Iriarte shared that Cinco de Mayo safety coverage will be coordinated with allied help from Tulare County. Iriarte shared that the Drug Take-Back event is scheduled and has been advertised. Iriarte reported that the internal recruitment for a Sergeant is ongoing.

Director Hernandez reported on a positive Dutch Bros grand opening. Hernandez shared that his department is working on a few grant applications.

Chief Popovich shared that the upcoming ordinance reported by Lieutenant Iriarte will require council approval for the continued use of military equipment and will require annual approval. In addition to the equipment approval, the ordinance will require the approval of allied help in order to operate within the City. City Attorney Yanez provided further details for compliance.

11. ADJOURNMENT

Mayor Launer adjourned the meeting at 7:20 p.m.



City Council Staff Report

Department: CITY CLERK

April 12, 2022

To: Mayor and City Council

From:

Subject: Introduction of the Cinco De Mayo Pageant Contestants (MA)

RECOMMENDATION

Council to receive introduction of the 2022 Cinco De Mayo Pageant Contestants

EXECUTIVE SUMMARY

OUTSTANDING ISSUES

DISCUSSION

FISCAL IMPACT

PUBLIC HEARING

Department: PUBLIC WORKS

April 12, 2022

To: Mayor and City Council

From: Ismael Hernandez, Public Works Director

By: George Avila, Business Manager

Subject: Authorization to Execute Professional Services Agreement with Adams Ashby Group for CDBG Grant Administration Services (IH)

RECOMMENDATION

Council authorize the City Manager or the Public Works Director to execute a five (5) year professional services agreement with the Adams Ashby Group for Community Development Block Grant (CDBG) projects administration.

EXECUTIVE SUMMARY

The City of Dinuba actively seeks Community Development Block Grant (CDBG) funding for the repair and construction of new public improvements. Given the nature of CDBG funding, all projects funded with CDBG money must comply with federal regulations. These regulations are extensive and constantly changing. In order to ensure compliance, the City procured the services of a CDBG grant administrator. Upon performing a formal procurement process a selection committee recommends that a professional services agreement be awarded to the Adams Ashby Group for a term not to exceed five years.

OUTSTANDING ISSUES

None.

DISCUSSION

The Community Development Block Grant (CDBG) Program is funded by the US Department of Housing and Urban Development and is designed to help local governments meet their housing and community development needs. The CDBG Program provides grants to carryout a wide range of community development activities directed toward neighborhood revitalization, economic development, and improved community facilities and services. All CDBG activities (i.e. programs and projects) must meet one of the following national objectives: benefit low and moderate income persons; aid in the prevention or elimination of slums and blight; or meet certain community development needs having a particular urgency.

The CDBG Program is divided into two major funding categories: Community Development and Economic Development. Under the Community Development category the following activities are eligible for funding:

1. **Housing:** Includes single- and multi-family rehabilitation, rental housing acquisition or homeownership assistance, and activities that support new housing construction.
2. **Public Improvements:** Includes water and wastewater systems, and rural utilities such as gas and electric services.
3. **Community Facilities:** Includes day care centers, domestic violence shelters, food banks, community centers, medical and dental facilities, and fire stations.
4. **Public Services:** Includes staff and operating costs associated with the community facilities.
5. **Planning and Technical Assistance (PTA):** Includes studies and plans for housing, public works, and community facilities that meet CDBG national objectives and provide principal benefit to low-income persons.

As a non-entitlement jurisdiction the City of Dinuba must compete for funding and does not receive an annual CDBG allocation. Fortunately the City competes well under this funding opportunity and actively pursues new grants. The City has a current contract with Self Help Enterprises to manage all CDBG housing grants. A separate contract with the Adams/Ashby Group serves to provide technical assistance to the City for all other activities under CDBG Community Development. However, that contract expired in February 2022.

On January 19, 2022 the City announced a Request for Proposals (RFP) for CDBG Grant Administration Services. The scope of work identified in RFP includes but is not limited to grant writing, preparation of requests for authorization to use grant funds, submittal of reimbursements requests, preparation of periodic reports, labor compliance, environmental reviews (e.g. CEQA, NEPA), and grant close-out. A total of two proposals were received by the submittal deadline. The proposals were from:

1. Adams/Ashby Group
2. Raney Planning & Management Inc.

Upon review the selection committee recommends that the City once again award a professional services agreement to Adams/Ashby for CDBG grant administration services. The Adams/Ashby Group has worked with the City since 2017 and has provided invaluable assistance for the successful delivery of the Randle Avenue Improvements Project, the Kern Street Storm Drain Project, Entertainment Plaza Improvements Project, and the North Dinuba Infrastructure Improvements Project. The City's main point of contact, Paul Ashby, has been instrumental in not only helping Staff navigate through federal regulations on awarded projects but also in securing approximately \$8 million dollars in new CDBG funds.

Although Raney Planning & Management Inc., is capable of performing the identified scope of work, their expertise appears to be more aligned with housing programs. The Project Team identified in the Adams/Ashby Group proposal also possesses more relevant experience and a proven track record. A total of 7% the awarded grant funds are available for grant administration. The Adams/Ashby Group proposes to use 4.5% of the available funds for Public Improvements Projects and 6% for Public Service Programs. This indicates that 100% of the Adams/Ashby contract will be funded with CDBG funds. The proposed professional services agreement is attached herein as 'Attachment A'.

FISCAL IMPACT

The cost of grant administration is funded entirely by CDBG money.

PUBLIC HEARING

None.

ATTACHMENTS:

Description

[A. Adams/Ashby Consulting Services Agreement](#)

**CONSULTING SERVICES AGREEMENT FOR PROFESSIONAL SERVICES
TO PROVIDE GRANT ADMINISTRATION SERVICES FOR THE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

This Consulting Services Agreement (the "Agreement") is made and entered into as of this ____ day of _____ 2022, ("Effective Date"), by and between the CITY OF DINUBA, with a place of business at 405 E. El Monte Way, Dinuba, CA 93618 ("CITY"), and ADAMS ASHBY GROUP, with a place of business at 770 L Street Suite 950 Sacramento, CA 95814, ("CONSULTANT").

Upon the following terms and conditions of this Agreement, the CITY desires to retain the CONSULTANT to perform the following:

1. Professional Services.

The CONSULTANT will provide grant administration services as authorized and required by the CITY under the terms and conditions of this Agreement as described in the attached "Scope of Services" (Exhibit B). Such services will commence on the date identified above and will terminate pursuant to the terms of this Agreement.

2. Invoicing and Payment.

As sole compensation for the performance of the services, the CITY will pay the CONSULTANT for the tasks stated in the Scope of Services payable on a net thirty (30) days from invoice. The CONSULTANT will invoice the CITY on a monthly basis for the percent of tasks completed in performing the services. The CITY will pay each such invoice no later than thirty (30) days after its receipt. Extra Services and Reimbursable Costs are incorporated into this Agreement as provided in the Scope of Services. The CONSULTANT will receive no royalty or other remuneration for the production or distribution of any products developed by the CITY or by the CONSULTANT in connection with or based upon the services. The CONSULTANT will not be entitled to receive any vacation or illness payments, or to participate in any plans, arrangements, or distributions by the CITY pertaining to any insurance or similar benefits that the CITY makes or may make available to the CITY's employees.

3. Ownership of Work Product.

The CONSULTANT agrees that any and all ideas, designs, drawings, notes, computer programs, algorithms, documents, information, materials, improvements and inventions made, conceived, developed, created or first reduced to practice in the performance of the services under this Agreement shall be the sole and exclusive property of the CITY (the "Work Product").

The CONSULTANT further agrees that the CITY is and shall be vested with all right, title and interest in the Work Product (including any patent, copyright, trade secret or trademark rights) under this Agreement. The CONSULTANT shall have a perpetual irrevocable license to use and reuse detail elements and design elements incorporated into any Work Product without compensation or payment to the CITY.

4. Term

The term of this AGREEMENT shall be for a period of five (5) years from the date of execution, as first shown above. Either party may terminate this Agreement upon 30-day written notice to the other party for any reason or no reason. In the event the CITY terminates this Agreement, the CONSULTANT shall cease all work immediately after receiving notice from the CITY unless otherwise advised by the CITY and shall notify the CITY of all costs incurred up to such termination date.

5. Independent Contractor

The CONSULTANT is an independent contractor and is not an agent or employee of, and has no authority to bind, the CITY by contract or otherwise. The CONSULTANT will perform the professional services under the general direction of the CITY, but the CONSULTANT will determine, in the CONSULTANT's sole discretion, the manner and means by which such services are accomplished, subject to the requirement that the CONSULTANT shall comply with applicable law. The CITY has no right or authority to control the manner or means by which such services are accomplished.

6. Warranty.

The CONSULTANT warrants that its services hereunder will be of a professional quality conforming to generally accepted industry standards and practices.

7. Indemnification by the CONSULTANT.

The CONSULTANT shall indemnify, defend, and hold harmless the CITY, and its officers, employees, and agents ("indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the CONSULTANT's performance of its obligations under this agreement or out of the operations conducted by the CONSULTANT, including the CITY's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the CITY. In the event the CITY indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from the CONSULTANT's performance of this agreement, the CONSULTANT shall provide a defense to the CITY indemnitees, or at the CITY's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

8. Insurance Requirement.

The CONSULTANT shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the City Clerk.

- (a) Commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence, four million dollars (\$4,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. The CONSULTANT's general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10 to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.
- (b) Errors and omissions insurance to a minimum coverage of \$1,000,000, with neither the CONSULTANT nor listed sub-CONSULTANTS having less than \$1,000,000 individually;
- (c) Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). The CONSULTANT shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- (d) Auto Liability coverage for owned, non-owned, and hired autos using ISO Business

Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than \$1,000,000 per accident. If the CONSULTANT owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

The CITY, its officers, officials, employees and designated volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the CONSULTANT; or automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers.

For any claims related to this project, the CONSULTANT's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.

All insurance policies shall have a minimum A.M. Best rating of A- VII, unless otherwise approved by the CITY's Risk Manager.

Any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.

The CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after 30 days' prior written notice by certified mail, return receipt requested, has been given to the CITY.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

9. Nondisclosure.

The CONSULTANT acknowledges that the CONSULTANT will acquire information and materials from the CITY and knowledge regarding, without limitation, the business, products, finances, future plans, customers, clients, employees, and the CONSULTANTS of the CITY and that all such knowledge, information and materials acquired, the existence, terms and conditions of this Agreement, and the Work Product, are and will be the trade secrets and confidential and proprietary information of the CITY (collectively, the "Confidential Information"). Confidential Information will not include, however, any information which is or becomes part of the public domain through no fault of the CONSULTANT, by operation of law, or that the CITY regularly gives to third parties without restriction on use or disclosure. The CONSULTANT agrees to hold all such Confidential Information in strict confidence, not to disclose it to others or use it in any way, commercially or otherwise, except in performing the services, and not to allow any unauthorized person access to it, either before or after expiration or termination of this Agreement. The CONSULTANT further agrees to take all action necessary to protect the confidentiality of the Confidential Information including, without limitation, v] implementing and enforcing operating procedures to minimize the possibility of unauthorized use or copying of the Confidential Information.

10. Governing Law.

This Agreement will be governed by and construed in accordance with the laws of the State of California excluding that body of law pertaining to conflict of laws.

11. Notice.

All notices, including notices of address changes, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed to the addresses listed below:

- (a) CITY OF DINUBA : George Avila
Business Manager
1088 E. Kamm Avenue
Dinuba, CA 93618
- (b) CONSULTANT: Paul Ashby
Adams Ashby Group
770 L Street, Suite 950
Sacramento, CA 95814

12. Severability.

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

13. Assignment.

The CONSULTANT may not assign the CONSULTANT's rights or delegate the CONSULTANT's duties under this Agreement without the prior written consent of the CITY. Any attempted assignment or delegation without such consent will be void.

14. Waiver.

The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

15. Equitable Remedies.

Because the services are personal and unique and because the CONSULTANT will have access to Confidential Information of the CITY, the CITY will have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief without prejudice to any other rights and remedies that the CITY may have for a breach of this Agreement.

16. Entire Agreement.

This Agreement, together with its attached exhibits, constitutes the complete agreement between the parties and supersedes all previous agreements or representations, whether written or oral, with respect to the subject matter described herein. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party. It is expressly agreed that any terms and conditions of the CONSULTANT's invoices shall be superseded by the terms and conditions of this Agreement.

In Witness Whereof, the parties hereto have executed the **Consulting Services Agreement** for the CONSULTANT as of the date set forth in the first paragraph hereof.

CITY OF DINUBA

CONSULTANT

Luis Patlan
City Manager

Name
Title

Approved as to Form and Content:

David Yanez
Legal Counsel

Exhibit B
Scope of Services

Scope of Work / Grant Administration

Grant administration begins well before a contract is ever issued for the grant award. The work performed and outlined under the Application scope provided on the previous page is required as part of the Administration file. Knowing this and what needs to be preserved is critical in meeting the monitoring and audit processes of all programs. Once funds are under contract and City has received final approval from the program, the following process is underway:

- Completion of all financial and performance reports. These will include any new reports that are required in the Ecivis grants management system
- Support staff in preparing for public hearings/meetings: including staff reports, public notices, attending and presenting at these meetings when requested.
- Provide administration of all sub-recipients that may be procured for your public service programs. This will include but not be limited to: preparing draft sub-recipient agreements, training sub-recipient staff, reviewing their monthly reports and requests, available for questions, monitoring/auditing, etc.
- Prepare and maintain a public information binder with required documentation.
- Assist staff with preparing for and responding to monitoring visits by HCD. Our staff will meet with you well before the monitoring visit is conducted to review your files and ensure they are up to date that way your monitoring goes as smoothly as possible
- Assist the City with closing out each grant/file and preparing a guide for any next steps that the City will need to ensure to maintain grant compliance.
- Continuously provide oversight to your grants, milestones, expenditure projections, etc., and make any recommendations that may be necessary for compliance.
- Communicate directly with HCD staff and city staff on an as needed basis and keep staff apprised of all pertinent changes or updates.
- Advise city staff of federal and state requirements throughout the contract period
- Complete all NEPA requirements for projects and programs
- Prepare application documents as requested by HCD
- Both Lorie and Paul are on CDBG's redesign team, and we will always provide your staff with the most up to date information and changes that are being discussed at the State level.
- Labor Compliance services for your proposed 2020 OTC project should it be awarded

Project Implementation:

- Bid and procurement oversight
- Labor Compliance Implementation and Review
 - Review/Obtain DIR and DOL wage rates and classifications for job
 - Conduct craft matching process and provide highest wage rate for payment to contractor/City for CDBG review
 - Provide all required language for bid package and review all bid documents before publication
 - Verifying Contractor and Sub contractor Eligibility

- Conduct Pre-Bid and Pre-Construction conference meeting and provide labor compliance job handbooks; Conduct training for Contractor and Subs
- Communicate and coordinate with General Contractor to obtain all certificates and authorization documents for general and subs;
- Obtain Apprenticeship Program Certifications and Registration for General Contractor and all subs; This includes DIR and DOL Certifications and wage rates
- Complete all required reports to CDBG;
- Maintain project file in compliance with funding sources;
- Payroll Reviews and Statement of Compliance
- Obtain and review weekly certified payrolls
- Obtain and maintain all required reporting documents for the funding sources
- Ensure compliance prior to payment
- Review construction logs and compare to payrolls submitted for compliance
- Review interview data and compare to payrolls submitted
- Verify Bona Fide Fringe Benefit plans and CAC payments
- Reporting Documents
- Section 3 Reports and data collection
- Prepare Semi Annual Labor Standards Enforcement Reports
- Final Wage Compliance Report
- Employee Interviews
- Conduct employee interviews as needed
- Mail interviews will also be used to collect trade/wage data from employees

Program Implementation:

- Sub-recipient management
- Sub-recipient training
- Sub-recipient monitoring
- Reimbursement processing/Funds Requests
- Development of Grant Management Manual

Communication

With any grant program or project, it is critical to have strong coordination and clear communication between City, program/project staff and state/federal agencies. As your consultant, we will ensure that all parties involved will be clear of project logistics, tasks, responsibilities, and timelines.

Additionally, our team has developed strong relationships with many state and federal agencies throughout our professional careers. Having this background, will provide the City with an expertise of the intricacies of each program allowing for smoother projects and a bridge for communication should unforeseeable issues arise.

Cost Proposal

As the City has not formally received the State contract for all of the anticipated projects, we are providing an outline of our hourly rates and standard percentage cost based on the expected contract.

2022 Cost Schedule	Hourly Rate
Principal	\$125.00
Support Staff	\$85.00

GENERAL CDBG	Available	Proposed Cost
General Administration for Public Improvement Project (includes labor compliance)	7%	4.5%
General Administration for Public Service Programs	7%	6%
Applications	Available	Proposed Cost
CDBG OTC Project Application		\$7,500
CDBG Public Service Application		\$3,500
CDBG PTA Application		\$3,000

We provide project/program contracts on a flat rate monthly billing for the period of the project schedule. If additional work is requested, it would be billed on a Time and Materials basis using the above hourly rate schedule. No travel or additional charges are being proposed. All costs are included in the amounts provided in the cost proposal and hourly rate.

We have done our best to outline all costs that we are aware of and attempted to cover all potential projects/programs. Any items that we overlooked or future projects/programs that are awarded, we would propose to negotiate at that time, but they will in all likelihood be pretty similar to the costs outlined in the table above.

Department: PUBLIC WORKS

April 12, 2022

To: Mayor and City Council

From: Ismael Hernandez, Public Works Director

By: George Avila, Business Manager

Subject: Resolution No. 2022-19 and Resolution No. 2022-21, Authorization to Participate in the Kings Water Alliance Management Zone and Approval of FY 2021/22 Budget Amendment (IH)

RECOMMENDATION

Council by one motion take the following action:

1. Adopt Resolution Number 2022-19 approving the City's participation in the Kings Water Alliance Management Zone to comply with new nitrate regulations; and
2. Adopt Resolution Number 2022-21 approving a budget amendment for FY 2021/22 to fund the participation fee necessary to join the Kings Water Alliance Management Zone.

EXECUTIVE SUMMARY

The City's Wastewater Treatment Plant has received a Notice to Comply from the Central Valley Water Board requiring that the City adhere to new nitrate regulations by either an individual permitting action or the participation in a management zone. Upon review Staff has determined that it is in the City's best interest to join the Kings Water Alliance Management Zone and hereby requests the City Council to approve participation and authorize the \$25,000 annual participation fee.

OUTSTANDING ISSUES

None.

DISCUSSION

CV-SALTS (Central Valley Salinity Alternatives for Long-term Sustainability) is a program developed for long term salinity and nitrate management in the Central Valley. The Nitrate Control Program is one of the two programs under the CV-SALTS initiative (along with the Salt Control Program) that regulates nitrate discharges to central valley groundwater basins. The Nitrate Control Program issued Notices to Comply to permittees requiring them to comply with the new nitrate regulations in May 2020.

To comply with the new nitrate regulations, individual facilities must choose between two pathways: Individual Permitting (Pathway A) or Join a Local Management Zone (Pathway B). The requirements for Pathway A consist of the preparation of an extensive nitrate study of the groundwater sub-basin, upgrades to wastewater treatment plant, providing replacement drinking water to residents if nitrate is found in any of the residential wells around the WWTP, and complying with additional monitoring requirements and annual reporting. Pathway B consists of joining a local management zone by paying an annual fee to share the cost of nitrate management with other permittees.

Joining a Management Zone allows dischargers to work together with other permitted dischargers and provides an alternative approach to the demanding individual permitting requirements. The Management Zone participants

temporarily receive an exception from any new nitrate standards, and their respective Management Zones will work toward providing safe drinking water to residents impacted by nitrates in the groundwater.

The Kings Water Alliance (KWA) is the Local Management Zone for Dinuba. The Water Board is discouraging entities from choosing Pathway A and has approved very few of the multiple applications it has received. Given the stringent requirements of Pathway A, it is recommended that the City choose Pathway B for Nitrate Program compliance. Participation costs for the KWA are set based on the plant's design flow (in million gallons per day) per the Waste Discharge Requirements (WDRs). The City's current annual fee for Nitrate Program compliance through pathway B is \$25,000. This fee will be reduced if more agencies join the KWA.

Resolution Number 2022-19 is attached herein as 'Attachment A' and serves to approves the City's Wastewater Treatment Plan to participate in the Kings Water Alliance Management Zone. Resolution Number 2022-21 is attached herein as 'Attachment B' and serves to amend the FY 2021/22 Adopted Budget to include funding for the \$25,000 participation fee necessary to join the Kings Water Alliance Management Zone.

FISCAL IMPACT

As of the current fee schedule, the \$25,000 annual participation fee can be paid in two equal installments. The first payment of \$12,500 is to be paid after the participation agreement is signed, and the second to be paid before the end of the Fiscal Year. In the event the fee is reduced due to participation from other permittees, the second payment will be adjusted accordingly. This payment will be funded out of the City's Sewer Operating fund.

PUBLIC HEARING

None.

ATTACHMENTS:

Description

[A. Resolution Number 2022-19](#)

[B. Resolution Number 2022-21](#)

RESOLUTION NO. 2022-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA APPROVING
THE PARTICIPATION OF DINUBA WASTEWATER TREATMENT PLANT IN THE
KINGS WATER ALLIANCE MANAGEMENT ZONE TO COMPLY WITH THE
NITRATE CONTROL PROGRAM REQUIREMENTS AND AUTHORIZING THE
ANNUAL PARTICIPATION FEE OF \$25,000 TO BE PAID TO KINGS WATER
ALLIANCE**

WHEREAS, the City has received a Notice to Comply with the Nitrate Control Program requirement; and

WHEREAS, Staff recommends that the City choose the alternative pathway of compliance by participating in the Kings Water Alliance local management zone; and

WHEREAS, the City Council approves the participation in Kings Water Alliance and accepts the annual participation fee of \$25,000; and

WHEREAS, the City Council authorizes the Public Works Director to sign the participation agreement and to act on behalf of the City of Dinuba in this matter.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Dinuba, California, that the Public Works Director is hereby directed to execute the Participation Agreement with Kings Water Alliance and act on behalf of the City of Dinuba for the Nitrate Control Program compliance.

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2022.

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Mayor of the City of Dinuba

ATTEST: _____

Linda Barkley, City Clerk

I, Linda Barkley, City Clerk of the City of Dinuba, certify the foregoing is the full and true Resolution 2022-___ passed and adopted by the City Council of the City of Dinuba at a regular meeting held on March __, 2022, by the following vote.

RESOLUTION 2022-21

A RESOLUTION OF THE COUNCIL OF THE CITY OF DINUBA APPROVING AND ADOPTING A BUDGET AMENDMENT TO FUND THE COST OF THE ANNUAL PARTICIPATION FEE FOR THE KINGS WATER ALLIANCE

WHEREAS, the FY 2021/2022 Annual Budget reflects the City of Dinuba's ongoing commitment to providing core services to the community consistent with the strategic goals established by the City Council; and

WHEREAS, the FY 2021/22 Annual Budget; was approved by the City Council on June 8, 2021 by Resolution 2021-30 and any subsequent amendments must be approved by Resolution; and

WHEREAS, the Central Valley Water Board has created a Nitrate Control Program designed to address widespread nitrate pollution in the Central Valley and has issued a Notice to Comply to the City of Dinuba; and

WHEREAS, the City has elected to participate in the Kings Water Alliance Management Zone to work with other local dischargers to reduce nitrate loading and comply with the Central Valley Water Board's request; and

WHEREAS, a budget amendment is necessary to fund the annual participation fee associated with joining the Kings Water Alliance Management Zone; and

NOW, THEREFORE, BE IT RESOLVED, the Dinuba City Council hereby resolves that Budget Amendment Number 2022-05 attached herein as "Exhibit A" be approved and that the FY 2021/2022 budget be amended accordingly.

PASSED, APPROVED AND ADOPTED this 12th day of April 2022, at a regular meeting of the Dinuba City Council by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

BY:

ATTEST:

Mayor of the City of Dinuba

City Clerk



REQUEST FOR BUDGET AMENDMENT

No. 2022-05

Requested by: Ismael Hernandez		Budget Amounts	
Account Numbers:	Fund Name Description	Increase	Decrease
Revenues:			
231	Sewer Operating, Fund Balance		\$25,000
Appropriations:			
231-70-704-640-1020	Contractual Services (1)	\$25,000	

Reason(s) for Budget Amendment:

- 1) This budget amendment is necessary to fund the cost of the participation fee that's required to join the Kings Water Alliance Management Zone. Joining this association will allow the City to comply with new nitrate regulations.

Department Director _____

Date _____

4/6/22

Approval Required Budget Amendment:

Administrative Services Director _____

Signature

Date _____

City Manager _____

Signature

Date _____

City Council: ☐ Approved ☐ Resolution # _____ ☐ Denied Date _____



City Council Staff Report

Department: CITY CLERK

April 12, 2022

To: Mayor and City Council

From: Maria Alaniz, Interim City Clerk/Human Resources Manager

Subject: Approval of City Council Meeting Minutes (MA)

RECOMMENDATION

Council to review and approve City Council meeting minutes of March 22, 2022 as presented.

EXECUTIVE SUMMARY

None.

OUTSTANDING ISSUES

None.

DISCUSSION

None.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.

ATTACHMENTS:

Description

[City Council Meeting Minutes, March 22, 2022](#)



**March 22, 2022
MINUTES**

COUNCIL MEMBERS PRESENT:

Nerio-Guerrero, Launer, Reynosa, Thusu

COUNCIL MEMBERS ABSENT:

Longoria

STAFF MEMBERS PRESENT:

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

1. Work Session - 6:00 PM

1.1. DUSD Construction Management Academy, Rose Anne Vuich Park Pavilion (IH)

Mayor Launer opened the Work Session at 6:01 p.m.

DUSD Construction Academy presented to Council on the Rose Anne Vuich Park Pavilion project. Five groups of students presented their site design, floor plans, and design/site challenges that they had worked on for the past months.

Council stated the groups did a nice job on the project and requested that the public be surveyed.

Mayor Launer adjourned the work session at 6:40 p.m.

2. OPENING CEREMONIES

2.1. Welcome and Call to Order

Mayor Launer called the meeting to order at 6:40 p.m.

2.2. Invocation

The invocation was led by Chaplain Suzee.

2.3. Pledge of Allegiance

The pledge of allegiance was led by Chaplain Suzee.

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).

None.

4. PRESENTATIONS/CEREMONIAL MATTERS

4.1. Police Community Volunteers In-Kind Service Check Presentation to City Council (RS)

Lieutenant Russell Son presented the volunteers which provided 1,573 hours of volunteer hours in 2021.

The volunteers presented the check to Mayor Launer.

Mayor Launer stated that the volunteers benefit the community and thank them for providing a great example for the community.

4.2. Recognition of Retired City Clerk Linda Barkley (LP)

City Manager Patlan recognized Linda Barkley as a historian for the city and thanked her for her years of service.

Council member Thusu shared that he was lost of words and stood up to show his respect.

Vice Mayor Reynosa thanked Linda for all she has done and is very sad to see her go.

Council member Nerio-Guerrero stated that Linda was always on top of everything and wished her the best.

Mayor Launer congratulated Linda on her retirement.

4.3. Introduction and Oath of Office Joanne Bear, Battalion Chief (JW)

Chief Webster presented Joanne Bear, Battalion Chief for the Fire department. Battalion Chief Bear will oversee the prevention and investigation for the department.

Mayor Launer administered the oath and she was pinned by her daughter.

Council welcomed her and said they were happy to have her as a new employee.

4.4. Dinuba Chamber of Commerce Annual Report (DJ)

Assistant City Manager James presented Heath Jones to present the Dinuba Chamber annual report. Jones stated that the numbers were the year to date amounts.

Jones stated she is working together with the City and Assistant City Manager James on grants for downtown improvements. Jones also stated she is working on a mascot for the Downtown and she making a pathway for success for new businesses.

Jones shared that the Chamber has had key challenges such as the pandemic related cutbacks from businesses closing, transition in the Chamber's leadership and cost of living increases.

Jones stated that 44% of revenue comes from events and additional forms of income.

Council wanted a breakdown of the city's funds paid to the Chamber. Launer stated she wants the community to know what the city does for the Chamber and what the city's money is for. Council would like to the city's money listed in a separate line item on the financial report.

Jones shared the future plans for growth and stated the Chamber is trying to transition back to live meetings.

5. 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.

Kathy Culver shared that she is running for Board Supervisor on June 7th and provided some of the reasons she is running. Culver also provided information on seven bad bills.

6. 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.

6.1. SUBJECT

Second Reading and Adoption of Ordinance No. 2022-02 Amending Ordinance No. 2019-01 State Mandated Recycling Programs (IH)

RECOMMENDATION

Council conduct the second reading, waive reading in full, and adopt Ordinance 2022-02 pertaining to Senate Bill 1383.

6.2. SUBJECT

Resolution No. 2022-15 approving submittal of an Urban Greening grant application for Viscaya Community Park (DJ)

RECOMMENDATION

Council adopt Resolution No. 2022-15 authorizing submittal of a \$2.5 million grant application through the Urban Greening Grant Program for the construction of the Viscaya Community Park.

6.3. SUBJECT

Approval of City Council Meeting Minutes (MA)

RECOMMENDATION

Council to review and approve City Council meeting minutes of March 8, 2022 as presented.

A motion was made by Council Member Nerio-Guerrero, second by Vice Mayor Reynosa, to approve the Consent calendar as presented.

Absent: Longoria

7. WARRANT REGISTER

7.1. SUBJECT

Warrant Register March 11 & 18, 2022 (KS)

RECOMMENDATION

Council to review and approve the Warrant Register as presented.

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

Absent: Longoria

8. PUBLIC HEARING

8.1. SUBJECT

Resolution No. 2022-18 Approving a Certificate of Tentative Cancellation of Williamson Act Contract No. 12919 (DY)

RECOMMENDATION

Staff recommends that the City Council hold a public hearing and receive public comment and testimony regarding a petition for the full cancellation of Williamson Act Contract No. 12919 and that City Council make the necessary findings required to cancel said contract.

Mayor Launer opened the Public Hearing.

City Attorney Yanez presented the public interest to cancel this project. Karl Schoettler, City Planning Consultant presented the agenda item.

No public comments from the public was brought forward.

Mayor Launer closed the Public Hearing.

A motion was made by Council Member Thusu, second by Council Member Nerio-Guerrero, to hold a public hearing and receive public comment and testimony regarding a petition for the full cancellation of Williamson Act Contract No. 12919 and that City Council make the necessary findings required to cancel

said contract.

Absent: Longoria

8.2. SUBJECT

Public Hearing to consider amendment to list of Permitted Uses in the Professional Office (PO) Zone District (KSch)

RECOMMENDATION

Council conduct a hearing to receive testimony concerning the zoning text amendment, close the hearing and take the following action by one motion:

1. Introduce and conduct the first reading, waive reading in full, of Ordinance No. 2022-03 amending Chapter 17.48 of the Dinuba Municipal Code (Uses Allowed in Office and Commercial Districts), and;
2. Schedule second reading and adoption of Ordinance No. 2022-03 for April 12, 2022.

Karl Schoettler, City Planner Consultant presented the permitted uses in the professional offices. Schoettler stated that there was a interest to change the professional offices to residential buildings.

Schoettler reported that the item was approved by Planning Commission by a 4-0 vote on March 1, 2022.

Mayor Launer opened the public hearing.

Lupe Chavez stated that she owns a medical office and it is currently vacant. Chavez shared she wants to convert the building into residential as she is ready to sell the building.

Mayor Launer closed the public hearing.

A motion was made by Council Member Thusu, second by Council Member Nerio-Guerrero, to introduce and conduct the first reading, waive reading in full, of Ordinance No. 2022-03 amending Chapter 17.48 of Dinuba Municipal Code (Uses Allowed in Office and Commercial Districts), and; to schedule second reading and adoption of Ordinance No. 2022-03 for April 12, 2022.

Absent: Longoria

9. DEPARTMENT REPORTS

9.1. SUBJECT

Mid-Year Budget Report and Budget Amendments for Fiscal Year 2021/2022 (KS)

RECOMMENDATION

Council take the following action by one motion:

1. Accept the Fiscal Year 2021/2022 Mid-Year Budget Report and Second Quarter Financials; and
2. Adopt Resolution No. 2022-12 approving budget amendments for Fiscal Year 2021/2022.

Director Solis presented the mid-year budget and second quarter of 2021-22 financials for the period of October to December 2021.

Director Solis reported that there are a couple of budget amendments that are needed and once the amendments are completed the funds will be on target.

City Manager Patlan informed Council that the mid-year budget is to keep on track.

A motion was made by Council Member Thusu, second by Council Member Nerio-Guerrero, to accept the Fiscal Year 2021/22 Mid-Year Budget Report and Second Quarter Financials; and to adopt Resolution No. 2022-12 approving budget amendments for Fiscal Year 2021/2022.

Absent: Longoria

9.2. SUBJECT

Resolution 2022-14 Adopting New City Council Electoral District Boundaries (DY)

RECOMMENDATION

City Council adopt Resolution No. 2022-14 approving the City of Dinuba's electoral districts Draft Map #3 as per the recommendation of the Citizen's Advisory Committee on Redistricting.

City Attorney Yanez introduced Jacob Gomez and he was here to answer any questions Council might have on the redistricting.

A motion was made by Council Member Nerio-Guerrero, second by Vice Mayor Reynosa, to adopt Resolution No. 2022-14 approving the City of Dinuba's electoral districts Draft Map #3 as per the recommendation of the Citizen's Advisory Committee on Redistricting.

Absent: Longoria

9.3. SUBJECT

Resolution No. 2022-17 Approving the Revenue Recovery Standard Allowance for the American Rescue Plan Act (ARPA) Funding (KS)

RECOMMENDATION

Council adopt Resolution No. 2022-17 approving the Revenue Recovery Standard Allowance for the American Rescue Plan Act (ARPA) funding.

Director Solis presented the ARPA and agencies can now elect a standard allowance up to 10 million for revenue lost.

Solis stated to elect the standard allowance must be done by the deadline of March 31, 2022. Solis shared that now the city can use the allowance for things that were prohibited before.

A motion was made by Council Member Thusu, second by Vice Mayor Reynosa, to adopt Resolution No. 2022-17 approving the Revenue Recovery Standard Allowance for the American Rescue Plan Act (ARPA) funding.

Absent: Longoria

9.4. SUBJECT

Resolution No. 2022-16 Approving a Continuing Covenant of Use for Dinuba Vocational Center (DJ)

RECOMMENDATION

Council adopt Resolution No. 2022-16 approving the Continuing Covenant of Use for the Dinuba Vocational Center as a condition of the release of lien by the U.S. Economic Development Administration.

Assistant City Manager James presented the agenda item. James stated the Dinuba Vocational Center was partially funded by a grant and there was a conditions to the mortgage which expired in 2021.

James stated that the EDA had placed a lien on the property and the city must adopt the resolution to be able to sell the property as stated in the contract that the city will follow the EDA requirements.

James stated it is the city responsible until the building is sold.

A motion was made by Council Member Nerio-Guerrero, second by Council Member Thusu, to adopt Resolution No. 2022-16 approving a continuing covenant of use for Dinuba Vocational Center as a condition of the release of lien by the U.S. Economic Development Administration.

Absent: Longoria

9.5. SUBJECT

Update on the Alta and Nebraska Ave. Roundabout Project (DL)

RECOMMENDATION

Council to receive update on status of the Alta and Nebraska Avenues Roundabout Project.

City Engineer Lapsley presented the update for the roundabout construction, the project is scheduled to begin on Monday with a closure of the entire intersection through August 17th.

Mayor Launer shared the many trucks issue on Davis. City Manager Patlan stated that he would be working with police department on these issues.

10. MAYOR/COUNCIL REPORTS

Council member Nerio-Guerrero shared that she attended the Kings Water Authority meeting.

Council member Thusu shared he attended various meetings.

Vice Mayor Reynosa reported that TCAG meeting wants to submit for the Loco Motion Awards for projects. Reynosa stated she needs the Ridge Creek presentation.

Mayor Launer reported that on Tuesday she presented the proclamation and met with Valley Voice. Launer also shared she met with representatives on transportation and electrical equipment to discuss issues. Launer reported she also attended various meeting.

11. CITY MANAGER COMMUNICATIONS

City Manager Patlan reported the Local Motion Awards will be held at Ridge Creek. Patlan reminded Council about the Dinuba High School groundbreaking event on April 5th.

12. CITY STAFF COMMUNICATIONS

Assistant City Manager James stated he is applying for the green grant.

Director Solis shared on a program for sewer funds for the period of March 4th to June 14th. Solis stated the city is awaiting funding for 129 accounts.

Solis stated she is working on the budget process. Solis also reported begin to work on filling the HR Specialist and working with James on ACH process information.

City Attorney Yanez stated he will be presenting the Parks Ordinance at the next council meeting.

Fire Chief Webster reported the department is staying busy.

Director Hurtado shared that the Spring Fling is scheduled for April 9th and they are working on baseball and softball season.

Director Hernandez stated he has been busy and has been working grant applications for the last three weeks.

City Engineer Lapsley reported working on the clarifier project for WWTP and said next month he will be working with DHS.

13. ADJOURNMENT

Mayor Launer adjourned the meeting at 9:28 p.m.

Department: CITY ATTORNEY

April 12, 2022

To: Mayor and City Council

From: David Yanez, City Attorney

Subject: Resolution 2022-20 Approving a Certificate of Cancellation of Williamson Act Contract No. 12919 (DY)

RECOMMENDATION

Staff recommends that the City Council approve a final Certificate of Cancellation of Williamson Act Contract No. 12919. Landowners, MBN HOMES, LLC, petitioned the City of Dinuba for Cancellation of said contract and have now satisfied the conditions set forth in the Certificate of Tentative Cancellation.

EXECUTIVE SUMMARY

On March 22, 2022, the City Council held a public hearing regarding a petition from MBN Homes, LLC, for the cancellation of Williamson Act Contract No. 12919. The City Council unanimously approved the tentative cancellation of the contract on the specified conditions of the Certificate of Tentative Cancellation. Landowner, MBN Homes, LLC, has satisfied the conditions. Staff now recommends that City Council approve the final Certificate of Cancellation.

OUTSTANDING ISSUES

None.

DISCUSSION

Williamson Act Background

The Williamson Act, also known as the California Land Conservation Act of 1965, is codified in Government code §§ 51200 -51297.4. The intent of the Williamson Act is to preserve the State's limited resource of agricultural land and this intent is implemented by landowners agreeing to enter into agricultural preserve contracts for a minimum term of 10 years and under which landowners agree to not develop their land for non-agricultural uses. In exchange the landowner pays reduced property taxes on the land.

Contract Background

Land Conservation Contract No. 12919 was executed by the Tulare County Board of Supervisors on February 8, 1983 at the request of Mr. Joe Garcia, President of Garcia Family, Inc, the owner of the land at that time. The County had jurisdictional authority over said contract until LAFCo approved the City of Dinuba's annexation of the land on June 5, 2002.

Contract Cancellation Procedures

The Williamson Act prescribes procedures that the City Council must follow prior to the cancellation of any land conservation contract. The City Council may grant tentative cancellation only if it makes required statutory findings GC § 51282(a).

If the required findings are met, the landowner is required to pay a cancellation fee equal to 12.5 percent of the cancellation valuation (unrestricted fair market value) of the property. The County Assessor has provided its assessed value of the property on January 26, 2022 and in the amount of \$1,386,000.00. Therefore, the cancellation fee to be paid by MBN Homes, LLC to the County Treasurer is \$173,250.00. The site's contract must be cancelled before the approved tentative parcel map can be recorded as a final map, allowing the site to develop.

At the March 22, 2022 City Council meeting, the City Council made and approved the required findings to support the cancellation of the contract. Subsequently, MBN Homes, LLC, paid the cancellation fee of \$173,250.00 to the Tulare County Treasurer, attached herein as 'Attachment C'.

Staff recommends Council approve Resolution 2022-20 Approving a Certificate of Cancellation of Williamson Act Contract No. 12919.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.

ATTACHMENTS:

Description

- [A. Certificate of Cancellation of Williamson Act Contract No. 12919](#)
- [B. Resolution 2022-20 Approving final Certificate of Cancellation of Williamson Act contract no. 12919](#)
- [C. Tulare County Treasurer Receipt of Payment of Cancellation Fee](#)

RECORDING REQUESTED BY
City Clerk of the City of Dinuba

WHEN RECORDED MAIL TO:
Dinuba Public Works Department
1088 E. Kamm Avenue
Dinuba, CA 93618

This space is for recorders use only

No fee per Government Code §6103

**CERTIFICATE OF CANCELLATION OF
WILLIAMSON ACT CONTRACT NO. 12919**

This CERTIFICATE OF CANCELLATION OF WILLIAMSON ACT CONTRACT NO. 12919 is being recorded pursuant to Section 51283.4 of the California Government Code and by the City Clerk of the CITY OF DINUBA.

WHEREAS, MBN HOMES, LLC, owner of the property listed below, petitioned the CITY OF DINUBA to cancel Williamson Act Contract No. 12919 pursuant to the procedures of Sections 51280 through 51287 of the California Government Code; and

WHEREAS, Williamson Act Contract No. 12919 was recorded at the Tulare County Recorder's office on February 15, 1983, in Volume 4042 page 409 and as Land Conservation Contract No. 12919; and

WHEREAS, the CITY OF DINUBA has exercised jurisdictional authority over Williamson Act Contract No. 12919 since the land was annexed into the CITY OF DINUBA on June 5, 2002; and

WHEREAS, the CITY OF DINUBA pursuant to Government Code Section 51284, after ten (10) days published notice, held a public hearing on March 22, 2022 at a regularly scheduled meeting of the City Council to act on said cancellation petition and unanimously approved the cancellation of Williamson Act Contract No. 12919; and

WHEREAS, the land covered under Williamson Act Contract No. 12919 is within Agricultural Preserve Number 3882 and consists of approximately 10.29 acres, all of which is described as follows:

<u>Assessor's Parcel No.</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>Legal Description</u>	<u>Acres</u>
014-013-007	7	16S	24E	Lot 1 PM 45-91	10.29

WHEREAS, on March 30, 2022, after the approval by the City Council of said cancellation petition, the CITY OF DINUBA did record a Certificate of Tentative Cancellation of Williamson Act Contract No. 12919 at the Tulare County Recorder's office; and

WHEREAS, MBN HOMES, LLC has satisfied the specified conditions and contingencies as stated on the recorded Certificate of Tentative Cancellation of Williamson Act Contract No. 12919 which included payment in full of \$173,250.00 as the contract cancellation fee pursuant to the provisions of Section 51283 of the California Government Code; and

WHEREAS, MBN HOMES, LLC, will obtain all permits necessary to commence the project on the land.

NOW, THEREFORE, the CITY OF DINUBA requests that the Tulare County Recorder record this CERTIFICATE OF CANCELLATION of Williamson Act Contract No. 12919.

IN WITNESS WHEREOF, the CITY OF DINUBA has caused this instrument to be executed by its official(s) duly authorized to take such actions on behalf of and binding upon the CITY OF DINUBA.

CITY OF DINUBA

By: _____
Luis Patlan, City Manager

STATE OF CALIFORNIA. COUNTY OF TULARE

On _____ before me personally appeared

Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that _____ executed the same in authorized capacity(ies) and that _____ by signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal

Notary Public

RESOLUTION NUMBER 2022-20

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA
AUTHORIZING AND APPROVING A CERTIFICATE OF CANCELLATION OF WILLIAMSON ACT
CONTRACT NO. 12919 WITHIN AGRICULTURAL PRESERVE NO. 3882 LOCATED ON THE EAST
SIDE OF ENGLEHART AVENUE, NORTH OF SAGINAW AVENUE**

WHEREAS, MBN HOMES, LLC, submitted a petition to the City of Dinuba for the cancellation of a Williamson Act Contract No. 12919 within Agricultural Preserve No. 3882; and

WHEREAS, MBN HOMES, LLC, is the owner of record of APN 014-013-007 which consists of approximately 10.29 acres of land and is situated on the east side of Engelhart Avenue, north of Saginaw Avenue; and

WHEREAS, Agricultural Preserve No. 3882 applies to this parcel and was established by the Board of Supervisors of Tulare County in 1982; and

WHEREAS, Land Conservation Contract No. 12919 was entered into between the County of Tulare and property owner, Garcia Family, Inc., on February 8, 1983 and the City of Dinuba succeeded to the contract when the subject land was annexed into the City per Tulare County LAFCo Resolution No. 02-012 on June 5, 2002; and

WHEREAS, the City of Dinuba approved a Tentative Map for the subdivision at the time the land was annexed into the City limits and this Tentative Map is still valid; and

WHEREAS, MBN HOMES, LLC, proposes to file a Final Map and develop the land into a single family residential subdivision and the land is within the city limits and is zoned for urban development; and

WHEREAS, on January 26, 2022 the County Assessor provided a fair market valuation of the property (as if it were free from the Williamson Act contractual restriction) in the amount of \$1,386,00.00; and

WHEREAS, based upon the County Assessor's fair market valuation of the property, the City Council determined and certified that the cancellation fee to be paid to the Tulare County Treasurer upon cancellation of Contract No. 12919 was 12.5% of the fair market value, resulting in a cancellation fee of \$173,250.00, and MBN HOMES, LLC did not dispute the amount of said fee; and

WHEREAS, the City Council of the City of Dinuba, after ten (10) days published notice did hold a public hearing on March 22, 2022 regarding the request for cancellation and pursuant to Government Code Section 51284; and

WHEREAS, on March 22, 2022 the City Council of the City of Dinuba voted unanimously to

approve the tentative cancellation of Williamson Act Contract No. 12919 and made the required findings for cancellation; and

WHEREAS, MBN HOMES, LLC, has paid the cancellation fee of \$173,250.00 in full to the Tulare County Treasurer and has satisfied the conditions enumerated in the tentative Certificate of Cancellation of Williamson Act contract no. 12919.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dinuba authorizes the City Manager or his designee to execute a final Certificate of Cancellation of Williamson Contract No. 12919 and authorizes the City Clerk to record the Certificate of Cancellation with the County of Tulare.

PASSED AND ADOPTED this 12th day of April , 2022 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Linda Launer, Mayor

ATTEST:

Maria Alaniz, Interim City Clerk

MBN HOMES LLC
4393 N GOLDEN STATE BLVD
FRESNO, CA 93722-3828

1053

11-4288/1210 4258

3-28-2021

Date

Pay to the
Order of Tulare County Assessor

One hundred seventy three thousand two hundred fifty \$173,250.00
00 Dollars



Wells Fargo Bank, N.A.
California
wellsfargo.com

014-013-007

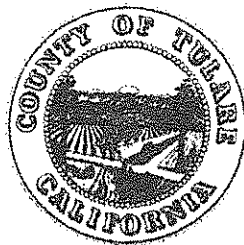
For Cancellation of Williamson Act

Photo
Safe
Deposit
Collection

Hunting Clarks

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*** DUPLICATE ***



CASS COOK
TREASURER-TAX COLLECTOR
Tax Collector Division
221 S. Mooney Blvd., Rm 104-E
Visalia, CA 93291
TAX COLLECTOR 559-636-5250

Cashier: KFi

Date: 3/29/2022 3:20 PM

Batch: 24231(3/29/2022) Tran #: 29

Williamson Act Rcpt# 00750318

Owner/Payee MBN HOMES LLC

APN: 014013007000

Ref:

0060 Williamson Act \$173,250.00

Total: \$173,250.00

Transaction Total: \$173,250.00

CHECK Tendered: \$173,250.00



City Council Staff Report

Department: CITY MANAGER'S OFFICE

April 12, 2022

To: Mayor and City Council

From: Daniel James, Assistant City Manager

Subject: Dinuba Chamber of Commerce Silver Level Sponsorship for the 13th Annual Golf Tournament on April 22, 2022 (DJ)

RECOMMENDATION

Council approve Silver Level sponsorship in the amount of \$1,000 for the 13th annual Dinuba Chamber of Commerce Golf Tournament scheduled to be held on Friday, April 22, 2022, at Ridge Creek Golf Course.

EXECUTIVE SUMMARY

The Dinuba Chamber of Commerce holds an annual golf tournament at Dinuba Ridge Creek Golf Course as one of its fundraisers. The City of Dinuba supports the annual Chamber of Commerce golf tournament and hereby requests that the City Council approve a Silver Sponsorship in the amount of \$1,000.

OUTSTANDING ISSUES

None.

DISCUSSION

The Chamber of Commerce will host the 13th annual golf tournament at Ridge Creek Golf Course. The 2022 tournament is scheduled to be held on Friday, April 22, 2022

The Chamber of Commerce works to promote local businesses and community events. The Chamber actively promotes partnerships between businesses, local government and the community working toward a prosperous and thriving community. Proceeds from the golf tournament help fund the Chamber's efforts to further these activities.

The City participates annually toward the annual Chamber of Commerce Golf Tournament and has participated at Gold, Silver and Hole/Tee levels as well as with City teams.

This year there are three (3) sponsorship levels as listed below. Attachment 'A' details further each sponsorship level. Staff recommends that the Council approve a \$1,000 Silver level sponsorship for the annual Dinuba Chamber of Commerce golf tournament.

Corporate Sponsor	\$2,000
Game Sponsor	\$1,000
Hole Sponsor	\$ 100

FISCAL IMPACT

The City's FY 2021-2022 Community Grants / Miscellaneous Fund was budgeted at \$10,000 and currently there remains a balance of \$6,850 for requests such as this.

PUBLIC HEARING

None required.

ATTACHMENTS:

Description

[A. Dinuba Chamber of Commerce Golf Tournament Sponsorship Opportunities](#)



March 31, 2021

City of Dinuba Mayor Linda Launer, Council members, and Staff
405 E El Monte Way
Dinuba, CA 93618

Dear Mayor Launer and Council Members,

The Dinuba Chamber of Commerce is excited to share that we are hosting our Eleventh Golf Tournament to be held at Ridge Creek Golf Club on Friday, April 22, 2022. This event is a fundraiser for the chamber as well as a promotion for Ridge Creek Golf Club and our business and corporate sponsors who are partnering with us.

As you know the Chamber exists to promote the City of Dinuba and its business and community interests. The Chamber cultivates collaborative partnerships between business, government, organizations, and the public to work together for a better and more prosperous community.

There are many sponsorship opportunities listed below. We are hoping you will be able to sponsor us at the 1,000 as you have in year's past. We do have one city team registered at this time but would love to include additional departments.

Corporate Sponsorship \$1000 - 4 Players, Custom Tee Sponsor Sign

Game Sponsorship \$500 – Ability to set up a game at the hole of choice.

Hole Sponsorship \$150 - Tee Sponsor Sign

Player Fees - \$480 Per Team

We are also looking for raffle prizes and items to put into our welcoming bags for the golfers. Raffle prizes such as merchandise or gift certificates and items from our local businesses for the (144) welcoming bags such as advertising products, snacks or coupons would be very much appreciated. If you are interested in either of these, please call Sandy at the Chamber office 591-2707.

We would love a full course this year, 36 teams of 4 players, to participate in this year's golf tournament after our long hiatus of sheltering in and limited social events. We can't think of a better way to spend Earth

Day than spending time at Ridge Creek with our community partners. In the past our teams have been made up of corporate executives, business owners, service clubs, government officials and community leaders. We are looking forward to being back out in the community and sharing a great day at our beautiful Ridge Creek Golf Club.

If you have any questions or need any additional information, do not hesitate to call Heathe at 591-2707.

Thank you for your consideration of this matter.

Heathe Jones

CEO, Dinuba Chamber of Commerce



City Council Staff Report

Department: PUBLIC WORKS

April 12, 2022

To: Mayor and City Council

From: Ismael Hernandez, Public Works Director

By: Karl Schoettler, City Planning Consultant

Subject: Second reading and adoption of Ordinance No. 2022-02 the PO (Professional Office) zone text amendment allowing the conversion of offices to residential use (KS)

RECOMMENDATION

Council conduct the second reading, waive reading in full, and adopt Ordinance No. 2022-03 approving a text amendment to the PO (Professional Office) zone district allowing offices to be converted to residential use.

EXECUTIVE SUMMARY

The action is an amendment to the text of the PO (Professional Office) zone to allow persons to apply for a Conditional Use Permit to convert an office (that was previously a residence) back into a residential dwelling.

OUTSTANDING ISSUES

None.

DISCUSSION

At the March 22, 2022 meeting the City Council considered an amendment to the text of the PO (Professional Office) zone, that would allow a property owner to convert an office (that was previously a residential dwelling) back to residential use.

The request came about after staff had received a number of requests from interested parties who own offices in the PO zone but have been unable to find users interested in occupying them for office purposes. The realty market currently is much more focused on the production of residential units than offices. Accordingly, these individuals would like to convert their empty offices back to residential use. Requiring an applicant to go through the Conditional Use Permit process would allow for this and also afford interested neighbors to opportunity to learn about and comment on such proposals.

Following questions and discussion, the City Council voted unanimously to approve introduction of the Zoning text amendment, via Ordinance 2022-03. Today's action is to approve the second reading of the ordinance. If approved, the ordinance would take effect after 30 days.

FISCAL IMPACT

There will be no significant fiscal impact to the City resulting from this action. Any applicants for an office conversion will have to pay the fee for a Conditional Use Permit.

PUBLIC HEARING

A public hearing notice for the introduction of the ordinance was published in the Mid Valley Times.



City Council Staff Report

Department: CITY MANAGER'S OFFICE

April 12, 2022

To: Mayor and City Council

From: Daniel James, Assistant City Manager

Subject: Extension of Lease Agreement with Dinuba Unified School District for use of the Dinuba Vocational Center (DJ)

RECOMMENDATION

Council approve a one-year extension of the lease agreement with Dinuba Unified School District for the use of the Dinuba Vocational Center, and authorize the City Manager or designee to execute the agreement.

EXECUTIVE SUMMARY

The City of Dinuba and the Dinuba Unified School District (DUSD) entered into a lease agreement on November 1, 2018 for the use of the Dinuba Vocational Center. City staff has been working with the Economic Development Administration to remove the expired lien from title, so the property may be sold with a clear title. However, more time is required to continue working with the EDA to release the lien. Staff recommends Council approve a one (1) year extension of the lease agreement with DUSD for the use of the Dinuba Vocational Center.

OUTSTANDING ISSUES

None.

DISCUSSION

The City of Dinuba and the Dinuba Unified School District (DUSD) entered into a lease agreement on November 1, 2018 for use of the Vocational Center for its adult training programs. The current lease, which is attached herein as 'Attachment A', is set to expire on May 1, 2022. Since that time the school district has been operating a variety of adult training programs in the Vocational Center, including, Certified Nursing Assistant (CNA), Pharmacy Technician, Security Guard, ESL, Computer Life Skills, Auto and Welding theory classes, Administrative Assistant/Clerical Skills, and HVAC Technician.

Staff recommends Council approve a one (1) year extension of the lease agreement, which is attached herein as 'Attachment B'.

FISCAL IMPACT

No changes to fiscal impact are expected.

PUBLIC HEARING

None required.

ATTACHMENTS:

Description

[A. DUSD Lease Agreement for Dinuba Vocational Center](#)

[B. Extension of DUSD Lease Agreement for Dinuba Vocational Center](#)

LEASE AGREEMENT

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

RECITALS

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

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

AGREEMENT

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

Section 1. Definitions

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

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

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

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

"Deposit" is defined in Section 23 hereof.

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

"Landlord" is defined in the preamble hereof.

“Legal Requirements” is defined in Section 13 hereof,

“Lease” is defined in the preamble hereof.

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

“Property” is defined in Recital A hereof.

“Real Property” is defined in Recital A hereof.

“Tenant” is defined in the preamble hereof.

“Term” is defined in Section 3 hereof.

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

Section 2. Premises

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

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

Section 3. Term

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

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

Section 4. Rental

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

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

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

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

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

Section 5. Use

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

Section 6. Utilities and Maintenance

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

Section 7. Alterations.

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

(b) Plans and specifications for Alterations shall be prepared at Tenant's expense by Tenant's architect or by Landlord's architect if Tenant so elects, and by engineers approved by Landlord, where the nature of the Alterations requires mechanical or electrical engineering services. Any architect retained by Tenant shall be instructed to follow standard construction administration procedures and use standard specifications and details reasonably promulgated by Landlord for the Building. The plans and

specifications shall be subject to approval by Landlord and Tenant, and shall not be unreasonably withheld or delayed by either party. Plans and specifications that have neither been approved nor disapproved by Landlord within thirty (30) days after submittal by Tenant shall be deemed to have been approved. The Parties shall discuss and agree on whether Landlord or Tenant shall obtain cost proposals or bids for the Alterations from one or more general contractors approved by Landlord, including any general contractors requested by Tenant that Landlord has approved all according to applicable competitive procurement requirements. Tenant may specify subcontractors in the finish trades to be included in the general contractors' bids. The Parties shall communicate and cooperate in the process, including receipt and evaluation of bids/proposals, and awarding the contract for the construction or installation of the Alterations with the contractor approved by Tenant. Construction agreements with the contractor will address containing the cost of the Alterations, the timeliness of performance, and the quality of the contractor's work. The Parties shall use reasonable best efforts to secure performance of the construction contract for the Parties' benefit.

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

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

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

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

Section 8. Liens

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

Section 9. Repairs

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

Section 10. Damage or Destruction

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

(b) If the estimated time for repair or restoration is in excess of one hundred and eighty (180) days after the commencement of the physical work or one (1) year after the casualty event, Tenant may elect to terminate this Lease as of the date of the casualty event by giving notice to Landlord within fifteen (15) days following receipt of Landlord's notice of the estimated time for repair. If the estimated time is more than one hundred and eighty (180) days after commencement of the physical work or one (1) year after the casualty event, but Tenant has not elected to terminate this Lease, Landlord may elect, on notice to Tenant within twenty (20) days after the period for Tenant's election to terminate has expired, to repair or

restore the Premises or the portion of the Building necessary for Tenant's occupancy. In that event, this Lease shall continue in full force, but the rent shall be abated. If Landlord does not elect to repair or restore, this Lease shall terminate as of the date of the casualty event. However, if Landlord has not commenced the physical repair or restoration of the Premises or the portion of the Building necessary for Tenant's occupancy within one (1) year from the casualty event, Tenant may elect to terminate this Lease by notice to Landlord given at any time following the expiration of one (1) year from the casualty event, but prior to the commencement of the physical repair or restoration work.

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

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

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

Section 11. Subrogation

[RESERVED]

Section 12. Indemnification

Tenant waives all claims against Landlord for damage to any property or injury or death of any person on the Premises arising at any time and from any cause other than the gross negligence or willful misconduct of Landlord or Landlord's employees, agents, or contractors. Tenant shall hold Landlord harmless from and defend Landlord against all claims, liability, damage, or loss arising out of any injury or death of any person or damage to or destruction of property attributable to the use of the Premises by Tenant, except that caused by the gross negligence or willful misconduct of Landlord or Landlord's agents, contractors, or employees. Tenant shall also hold Landlord harmless from any liability, cost, or expense arising from Tenant's use or storage in the Premises of any hazardous or toxic substance. These indemnity obligations

shall include reasonable attorney's fees, investigation costs, and all other reasonable costs incurred by Landlord from the first notice that any claim or demand is to be made or may be made. Landlord shall promptly give notice to Tenant of any claim or demand. The provisions of this Section shall survive the termination of this Lease for any event occurring prior to the termination. The provisions of this Section to indemnify and hold Landlord harmless are limited to the amount of loss that is not paid to Landlord out of insurance proceeds, if any.

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

Section 13. Compliance with Legal Requirements

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

Section 14. Assignment and Subletting

(a) Tenant shall not assign or hypothecate this Lease or any interest in this Lease, sublet the Premises or any part of them, or license the use of the Premises in a manner that is contrary to its educational uses. Neither this Lease nor any interest in this Lease shall be assignable without the consent of Landlord. Any

of the previous acts without consent shall be void and shall, at the option of Landlord, constitute a noncurable default under this Lease. In connection with each consent requested by Tenant, Tenant shall submit to Landlord the terms of the proposed transaction, the identity of the parties to the transaction, the proposed documentation for the transaction, and all other information reasonably requested by Landlord concerning the proposed transaction and the parties involved.

Section 15. Entry by Landlord

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

Section 16. Events of Default

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

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

(b) a default by Tenant in the performance of any of the terms, covenants, agreements, or conditions in this Lease, other than a default by Tenant in the payment when due of any rent or other sum payable under this Lease, and the continuation of the default beyond thirty (30) days after notice by Landlord or, if the default is curable and would require more than thirty (30) days to remedy, beyond the time reasonably necessary for cure; provided, however, that if Tenant has defaulted in the performance of the same obligation two (2) or more times in twelve (12) months and notice of the default has been given by Landlord in each instance, no notice shall be required after this until the expiration of twelve (12)

months without any default by Tenant;

(c) the abandonment of the Premises.

Section 17. Termination upon Default

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

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

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

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

Section 18. Continuation after Default

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

Section 19. Other Relief

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

Section 20. Right of Landlord to Cure Defaults

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

Section 21. Attorney Fees

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

Section 22. Holding Over

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

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

Section 23. Security Deposit

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

Section 24. Waiver

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

Section 25. Notices and Consents

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

Section 26. Entire Agreement

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

Section 27. Authority

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

Section 28. Plural and Singular

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

Section 29. Time of the Essence

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

Section 30. Examination of Lease

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

Section 31. Heirs, Successors, and Assigns

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

Section 32. Name of Building

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

Section 33. Illegality or Unenforceability of Portion of Lease

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

Section 34. Governing Law

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

PURCHASE OPTION

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

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

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

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

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

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

Section 35. Exhibits

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

Section 36. Accessibility Requirements

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

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

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

LANDLORD:

By: 

Name Scott Harness
Mayor, City of Dinuba

By:

Name

Its:

TENANT:

By: 

Name Beverly Keel-Worrell

Its: Dinuba USD Board President

By: 

Name Miriam Cendejas

Its: Dinuba USD Board Clerk

EXHIBIT A
Property Description

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

EXHIBIT B

Plat Map

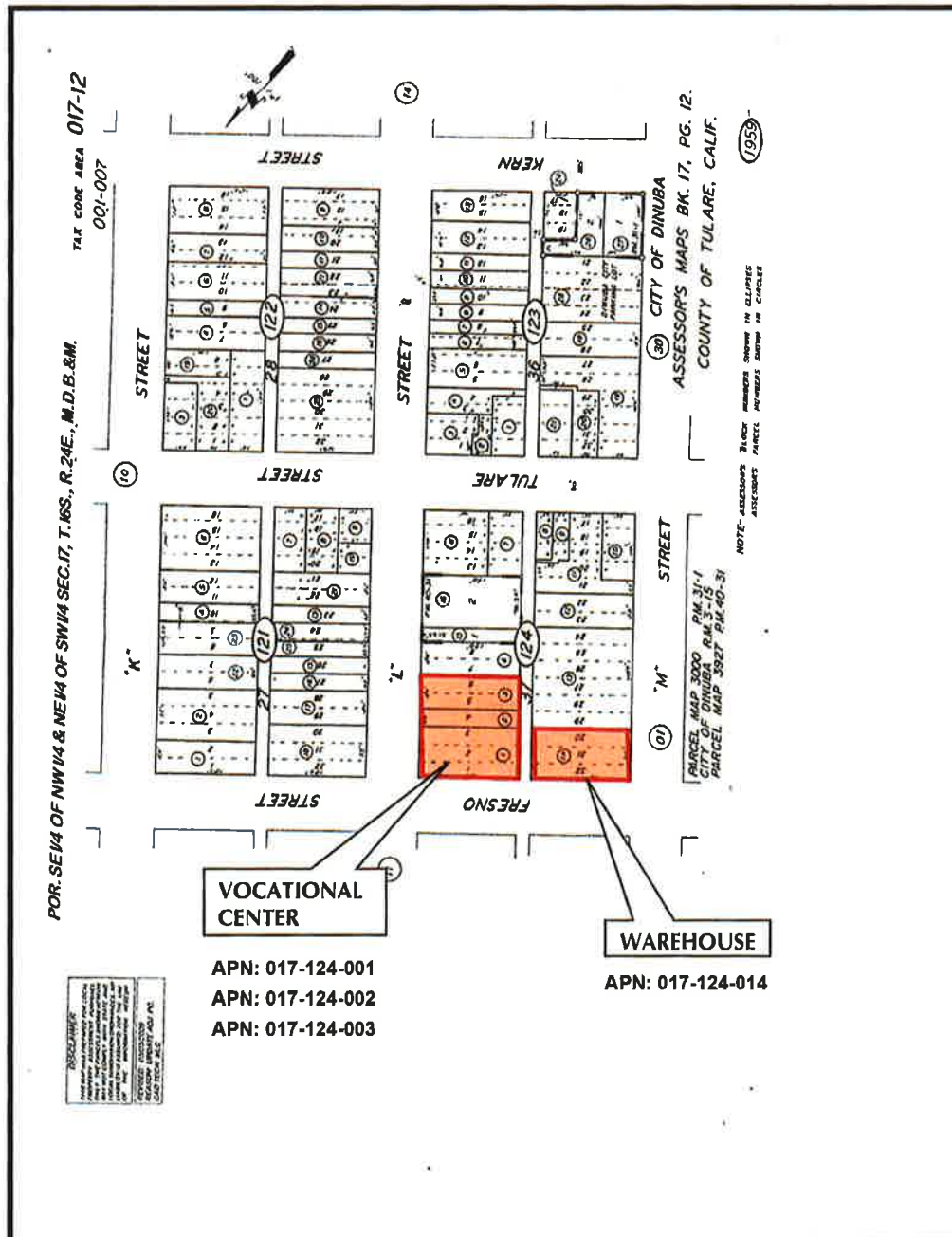


EXHIBIT C
Basic Lease Information

Date: August 1, 2018

Landlord: CITY OF DINUBA

Tenant: DINUBA UNIFIED SCHOOL DISTRICT

Premises: Vocational Training Center, 199 North L Street, Dinuba, California

Term Commencement: November 1, 2018

Term Expiration: 42 months (May 1, 2022)

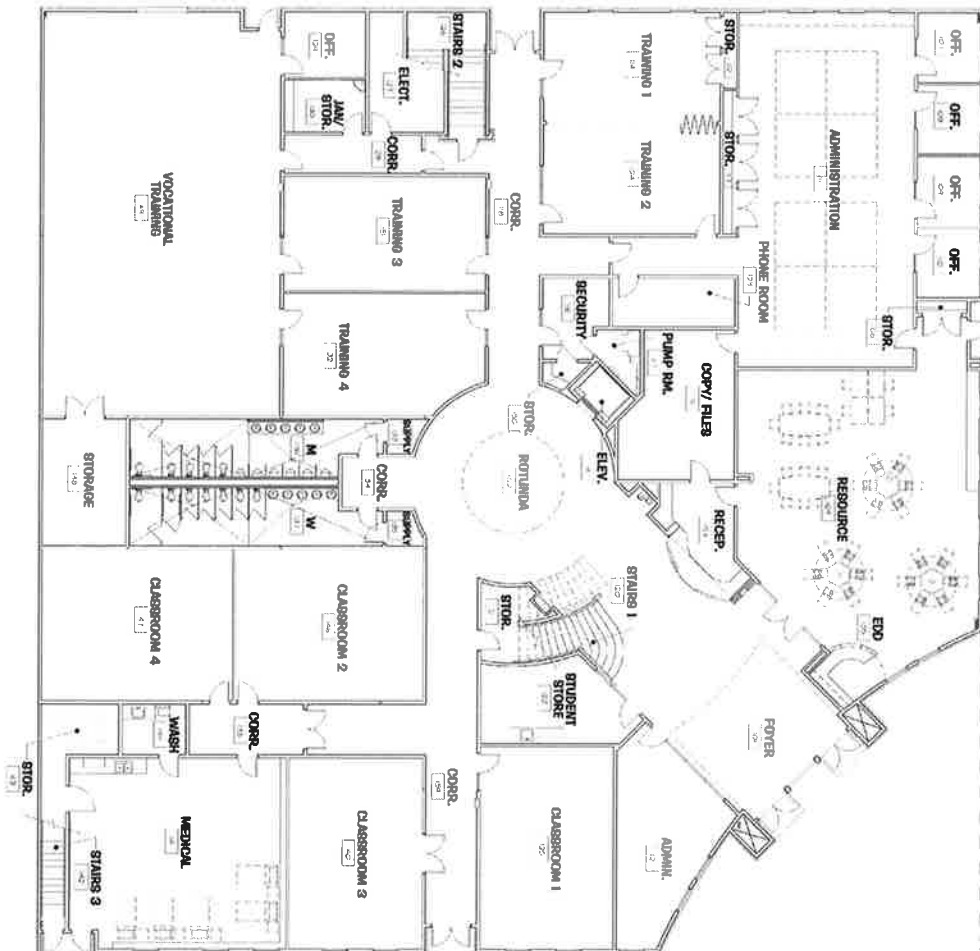
Rent: \$.74 per square foot (\$28,571.00) per month

Security Deposit: \$600,000.00

Tenant's Address for Notice: 1327 East El Monte Way, Dinuba, California

Landlord's Address for Notice: 405 East El Monte Way, Dinuba, California

EXHIBIT D **Building Description (First Floor)**



- ☐ TULARE COUNTY
- ☐ COMMON GROUND
- ☐ VOCATIONAL TRAINING
- ☐ ADMINISTRATION

DINUBA VOCATIONAL CENTER
 SCALE: 1/4" = 1'-0"



EXHIBIT D (Continued)
Building Description (Second Floor)

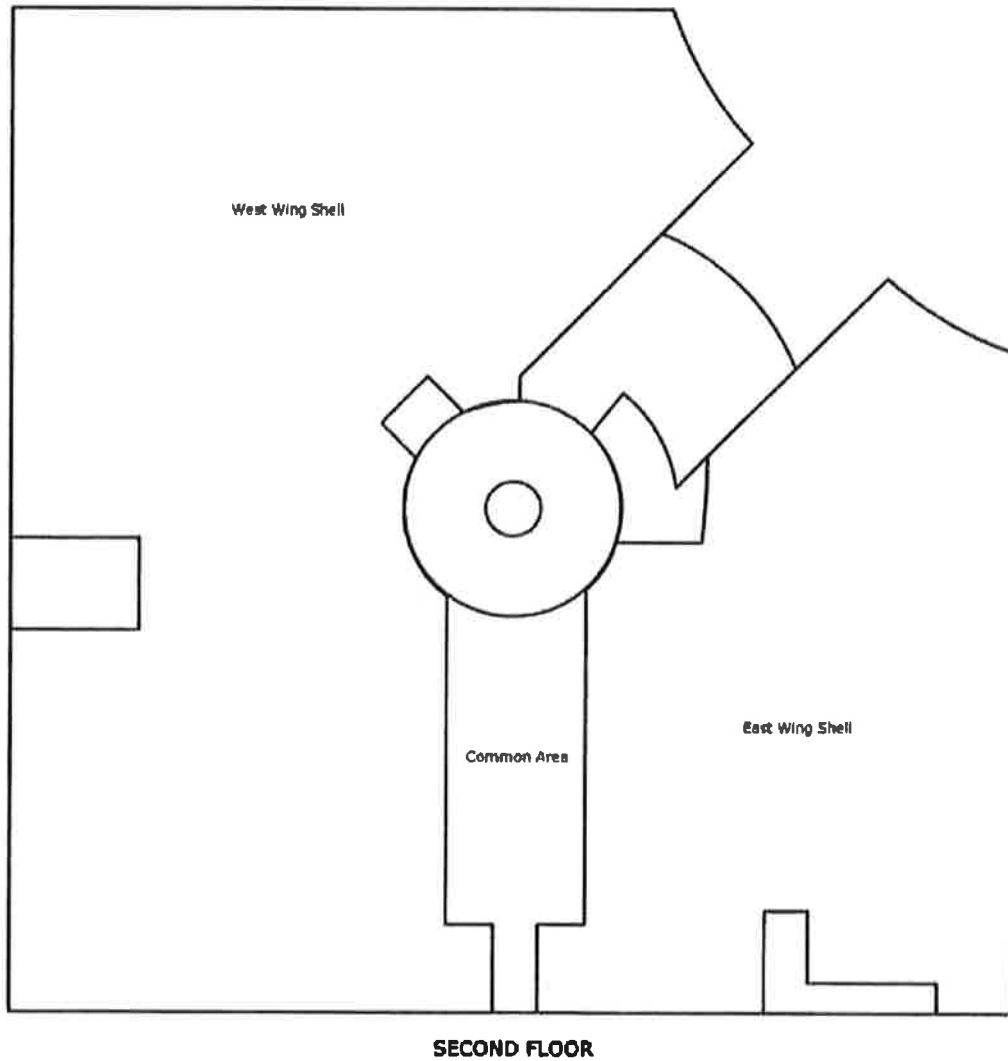


EXHIBIT D
Building Description (Second Floor)

LEASE AGREEMENT

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

RECITALS

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

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

AGREEMENT

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

Section 1. Definitions

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

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

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

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

"Deposit" is defined in Section 23 hereof.

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

"Landlord" is defined in the preamble hereof.

“Legal Requirements” is defined in Section 13 hereof,

“Lease” is defined in the preamble hereof.

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

“Property” is defined in Recital A hereof.

“Real Property” is defined in Recital A hereof.

“Tenant” is defined in the preamble hereof.

“Term” is defined in Section 3 hereof.

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

Section 2. Premises

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

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

Section 3. Term

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

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

Section 4. Rental

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

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

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

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

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

Section 5. Use

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

Section 6. Utilities and Maintenance

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

Section 7. Alterations.

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

(b) Plans and specifications for Alterations shall be prepared at Tenant's expense by Tenant's architect or by Landlord's architect if Tenant so elects, and by engineers approved by Landlord, where the nature of the Alterations requires mechanical or electrical engineering services. Any architect retained by Tenant shall be instructed to follow standard construction administration procedures and use standard specifications and details reasonably promulgated by Landlord for the Building. The plans and

specifications shall be subject to approval by Landlord and Tenant, and shall not be unreasonably withheld or delayed by either party. Plans and specifications that have neither been approved nor disapproved by Landlord within thirty (30) days after submittal by Tenant shall be deemed to have been approved. The Parties shall discuss and agree on whether Landlord or Tenant shall obtain cost proposals or bids for the Alterations from one or more general contractors approved by Landlord, including any general contractors requested by Tenant that Landlord has approved all according to applicable competitive procurement requirements. Tenant may specify subcontractors in the finish trades to be included in the general contractors' bids. The Parties shall communicate and cooperate in the process, including receipt and evaluation of bids/proposals, and awarding the contract for the construction or installation of the Alterations with the contractor approved by Tenant. Construction agreements with the contractor will address containing the cost of the Alterations, the timeliness of performance, and the quality of the contractor's work. The Parties shall use reasonable best efforts to secure performance of the construction contract for the Parties' benefit.

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

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

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

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

Section 8. Liens

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

Section 9. Repairs

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

Section 10. Damage or Destruction

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

(b) If the estimated time for repair or restoration is in excess of one hundred and eighty (180) days after the commencement of the physical work or one (1) year after the casualty event, Tenant may elect to terminate this Lease as of the date of the casualty event by giving notice to Landlord within fifteen (15) days following receipt of Landlord's notice of the estimated time for repair. If the estimated time is more than one hundred and eighty (180) days after commencement of the physical work or one (1) year after the casualty event, but Tenant has not elected to terminate this Lease, Landlord may elect, on notice to Tenant within twenty (20) days after the period for Tenant's election to terminate has expired, to repair or

restore the Premises or the portion of the Building necessary for Tenant's occupancy. In that event, this Lease shall continue in full force, but the rent shall be abated. If Landlord does not elect to repair or restore, this Lease shall terminate as of the date of the casualty event. However, if Landlord has not commenced the physical repair or restoration of the Premises or the portion of the Building necessary for Tenant's occupancy within one (1) year from the casualty event, Tenant may elect to terminate this Lease by notice to Landlord given at any time following the expiration of one (1) year from the casualty event, but prior to the commencement of the physical repair or restoration work.

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

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

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

Section 11. Subrogation

[RESERVED]

Section 12. Indemnification

Tenant waives all claims against Landlord for damage to any property or injury or death of any person on the Premises arising at any time and from any cause other than the gross negligence or willful misconduct of Landlord or Landlord's employees, agents, or contractors. Tenant shall hold Landlord harmless from and defend Landlord against all claims, liability, damage, or loss arising out of any injury or death of any person or damage to or destruction of property attributable to the use of the Premises by Tenant, except that caused by the gross negligence or willful misconduct of Landlord or Landlord's agents, contractors, or employees. Tenant shall also hold Landlord harmless from any liability, cost, or expense arising from Tenant's use or storage in the Premises of any hazardous or toxic substance. These indemnity obligations

shall include reasonable attorney's fees, investigation costs, and all other reasonable costs incurred by Landlord from the first notice that any claim or demand is to be made or may be made. Landlord shall promptly give notice to Tenant of any claim or demand. The provisions of this Section shall survive the termination of this Lease for any event occurring prior to the termination. The provisions of this Section to indemnify and hold Landlord harmless are limited to the amount of loss that is not paid to Landlord out of insurance proceeds, if any.

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

Section 13. Compliance with Legal Requirements

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

Section 14. Assignment and Subletting

(a) Tenant shall not assign or hypothecate this Lease or any interest in this Lease, sublet the Premises or any part of them, or license the use of the Premises in a manner that is contrary to its educational uses. Neither this Lease nor any interest in this Lease shall be assignable without the consent of Landlord. Any

of the previous acts without consent shall be void and shall, at the option of Landlord, constitute a noncurable default under this Lease. In connection with each consent requested by Tenant, Tenant shall submit to Landlord the terms of the proposed transaction, the identity of the parties to the transaction, the proposed documentation for the transaction, and all other information reasonably requested by Landlord concerning the proposed transaction and the parties involved.

Section 15. Entry by Landlord

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

Section 16. Events of Default

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

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

(b) a default by Tenant in the performance of any of the terms, covenants, agreements, or conditions in this Lease, other than a default by Tenant in the payment when due of any rent or other sum payable under this Lease, and the continuation of the default beyond thirty (30) days after notice by Landlord or, if the default is curable and would require more than thirty (30) days to remedy, beyond the time reasonably necessary for cure; provided, however, that if Tenant has defaulted in the performance of the same obligation two (2) or more times in twelve (12) months and notice of the default has been given by Landlord in each instance, no notice shall be required after this until the expiration of twelve (12)

months without any default by Tenant;

(c) the abandonment of the Premises.

Section 17. Termination upon Default

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

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

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

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

Section 18. Continuation after Default

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

Section 19. Other Relief

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

Section 20. Right of Landlord to Cure Defaults

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

Section 21. Attorney Fees

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

Section 22. Holding Over

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

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

Section 23. Security Deposit

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

Section 24. Waiver

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

Section 25. Notices and Consents

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

Section 26. Entire Agreement

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

Section 27. Authority

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

Section 28. Plural and Singular

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

Section 29. Time of the Essence

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

Section 30. Examination of Lease

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

Section 31. Heirs, Successors, and Assigns

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

Section 32. Name of Building

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

Section 33. Illegality or Unenforceability of Portion of Lease

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

Section 34. Governing Law

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

PURCHASE OPTION

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

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

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

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

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

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

Section 35. Exhibits

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

Section 36. Accessibility Requirements

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

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

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

LANDLORD:

By: 

Name Scott Harness
Mayor, City of Dinuba

By:

Name

Its:

TENANT:

By: 

Name Beverly Keel-Worrell

Its: Dinuba USD Board President

By: 

Name Miriam Cendejas

Its: Dinuba USD Board Clerk

EXHIBIT A
Property Description

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

EXHIBIT B
Plat Map

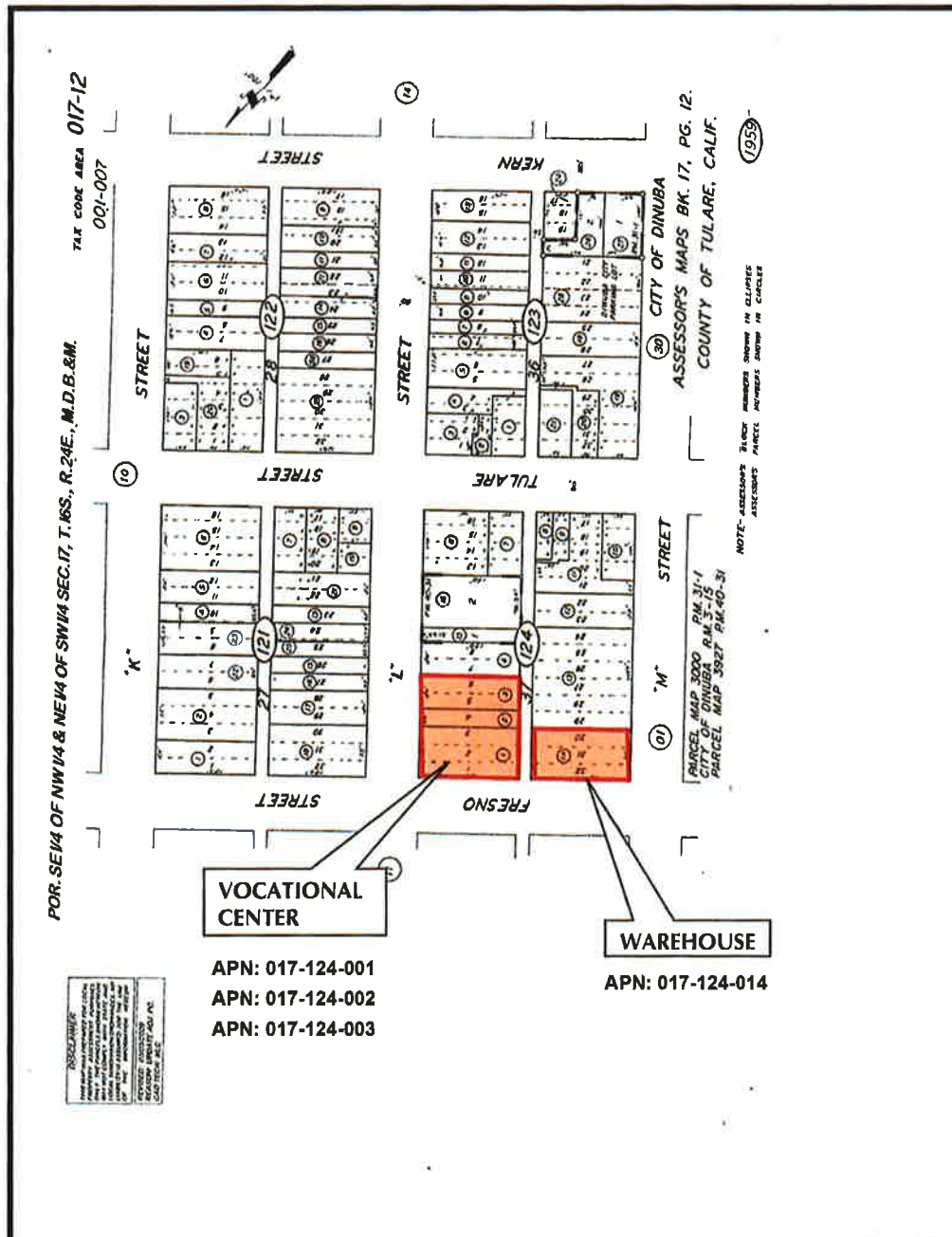


EXHIBIT C
Basic Lease Information

Date: August 1, 2018

Landlord: CITY OF DINUBA

Tenant: DINUBA UNIFIED SCHOOL DISTRICT

Premises: Vocational Training Center, 199 North L Street, Dinuba, California

Term Commencement: November 1, 2018

Term Expiration: 42 months (May 1, 2022)

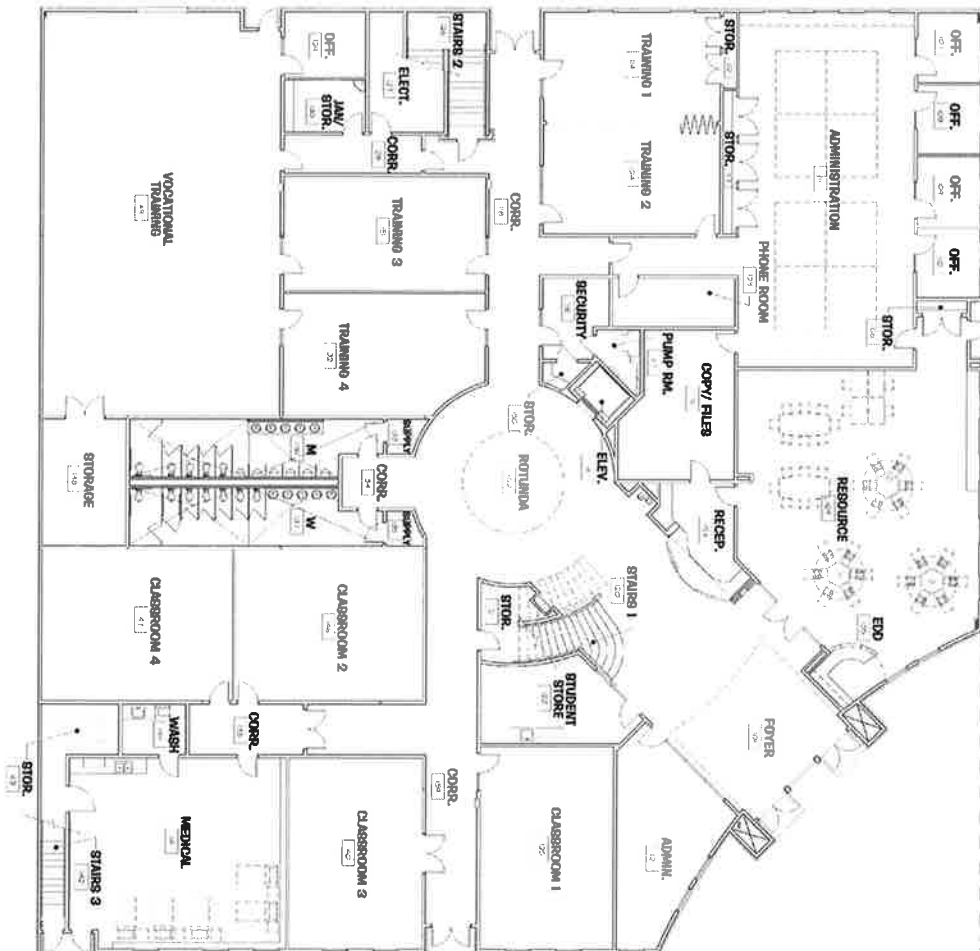
Rent: \$.74 per square foot (\$28,571.00) per month

Security Deposit: \$600,000.00

Tenant's Address for Notice: 1327 East El Monte Way, Dinuba, California

Landlord's Address for Notice: 405 East El Monte Way, Dinuba, California

EXHIBIT D **Building Description (First Floor)**



- ☐ TULARE COUNTY
- ☐ COMMON GROUND
- ☐ VOCATIONAL TRAINING
- ☐ ADMINISTRATION

DINUBA VOCATIONAL CENTER
 SCALE: 1/4" = 1'-0"

EXHIBIT D (Continued)
Building Description (Second Floor)

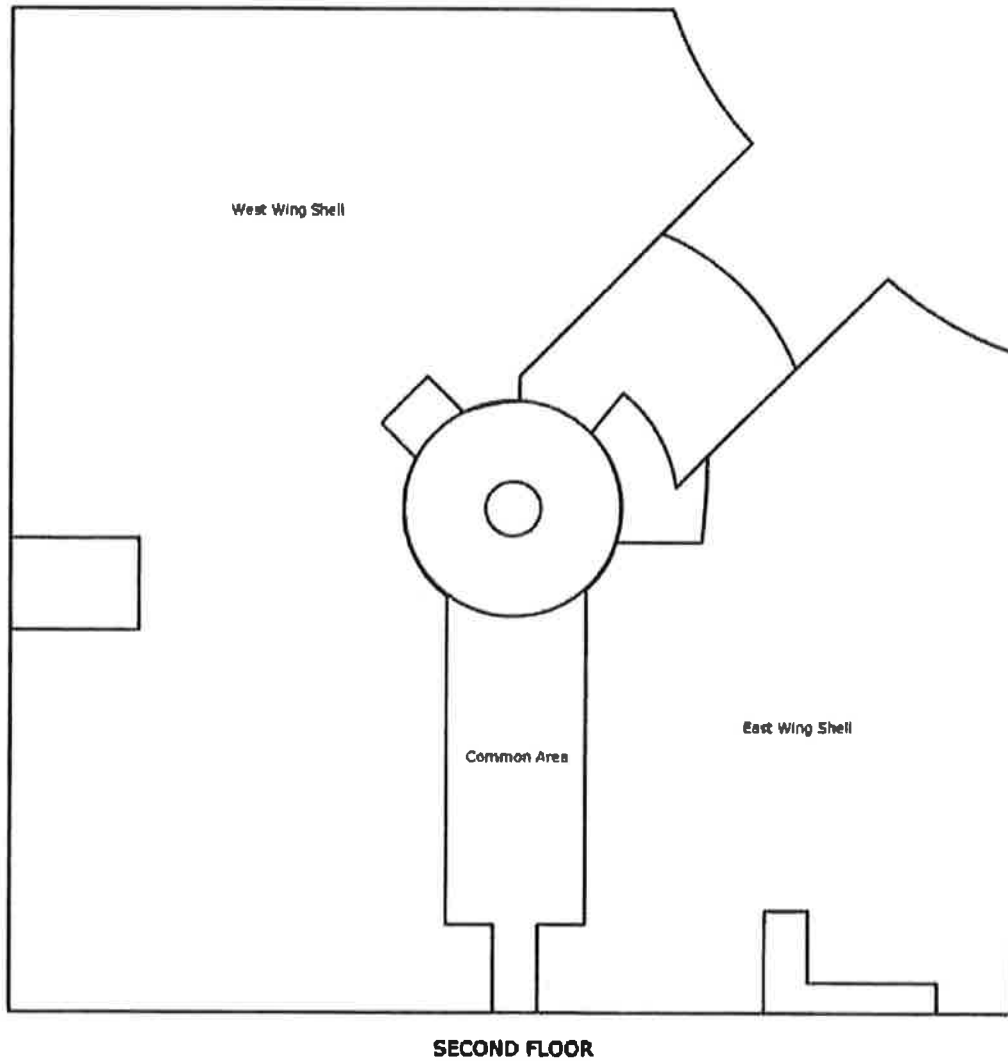


EXHIBIT D
Building Description (Second Floor)

ADDENDUM TO LEASE AGREEMENT

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

RECITALS

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

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

AGREEMENT

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

AMENDED PURCHASE OPTION

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

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

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

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

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

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

LANDLORD:

By:

Name

By:

Name

Its:

TENANT:

By:

Name

:

Its:

By:

Name

Its:

EXTENSION TO LEASE AGREEMENT

THIS EXTENSION TO THE LEASE AGREEMENT ("Lease") dated April __, 2022, is entered into between CITY OF DINUBA ("Landlord"), and DINUBA UNIFIED SCHOOL DISTRICT ("Tenant").

RECITALS

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

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

AGREEMENT

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

Extension of Term

1. The term ("Term") of this Lease shall be extended for twelve (12) months, commencing from the date of execution of this extension by both parties, ("Commencement Date") and, unless sooner terminated as later provided, shall end twelve (12) months from the date of execution ("Termination Date").
2. All other terms and conditions of the original lease agreement which was executed on November 1, 2018 and ends on May 1, 2022, and the Addendum which was approved on July 13, 2021 shall also be extended and remain in effect until the termination date of this extension, or unless sooner terminated by mutual agreement of both parties.

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

LANDLORD:

By:

Name

By:

Name

Its:

TENANT:

By:

Name

:

Its:

By:

Name

Its:



City Council Staff Report

Department: FINANCE SERVICES

April 12, 2022

To: Mayor and City Council
From: Karina Solis, Administrative Services Director
By: Maria Alaniz, Interim City Clerk/Human Resources Manager
Subject: Warrant Register March 25 & April 1, 2022 (KS)

RECOMMENDATION

Council to review and approve the Warrant Register as presented.

EXECUTIVE SUMMARY

None.

OUTSTANDING ISSUES

None.

DISCUSSION

None.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.

ATTACHMENTS:

Description

[WR 03.25.2022](#)

[WR 04.01.2022](#)



Accounts Payable Invoice Report

Payment Date Range 03/19/22 - 03/25/22
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 1143 - AAA Quality Services, Inc.									
00322098	Fy 21/22-Parks-Portable potty rental/clng for Centennial park	Paid by Check #35583		03/12/2022	03/25/2022	03/25/2022	03/15/2022	03/25/2022	258.13
00322099	Fy 21/22-Parks-Potty rental/service @ Nebraska park	Paid by Check #35583		03/12/2022	03/25/2022	03/25/2022	03/15/2022	03/25/2022	280.13
Vendor 1143 - AAA Quality Services, Inc. Totals							Invoices	2	\$538.26
Vendor 263 - Advantek Benefit Administrators									
03/11/2022	03/11/2022	Paid by Check #35584		03/11/2022	03/25/2022	03/25/2022		03/25/2022	5,539.99
03/18/2022	03/18/2022	Paid by Check #35584		03/18/2022	03/25/2022	03/25/2022		03/25/2022	41,509.05
Vendor 263 - Advantek Benefit Administrators Totals							Invoices	2	\$47,049.04
Vendor 1720 - Agee Construction Corporation									
10 SS-CDBG 12006	Agee Construction North Dinuba Project	Paid by Check #35585		03/15/2022	03/25/2022	03/25/2022		03/25/2022	50,940.66
10 ST-CDBG 12005	Agee Construction North Dinuba Project	Paid by Check #35585		03/15/2022	03/25/2022	03/25/2022		03/25/2022	165,591.49
Vendor 1720 - Agee Construction Corporation Totals							Invoices	2	\$216,532.15
Vendor 351 - Anthem Blue Cross									
000223554499	MEDDERS 936A79191	Paid by Check #35592		02/07/2022	03/25/2022	03/25/2022		03/25/2022	832.71
000227580750	MEDDERS 975A79192	Paid by Check #35591		03/05/2022	03/25/2022	03/25/2022		03/25/2022	92.00
000227592715	MAGYAR 792A24403	Paid by Check #35590		03/05/2022	03/25/2022	03/25/2022		03/25/2022	85.30
000227594612	HARMAN 532W04713	Paid by Check #35587		03/05/2022	03/25/2022	03/25/2022		03/25/2022	92.00
000227597488	HARTLEY 919M97599	Paid by Check #35589		03/05/2022	03/25/2022	03/25/2022		03/25/2022	92.00
000227613722	CANALES 530M82834	Paid by Check #35586		03/05/2022	03/25/2022	03/25/2022		03/25/2022	92.00
000227623940	ROBERTS 102A78783	Paid by Check #35595		03/05/2022	03/25/2022	03/25/2022		03/25/2022	92.00
000227624743	SANO 060M86753	Paid by Check #35596		03/05/2022	03/25/2022	03/25/2022		03/25/2022	105.40
000227636946	TYLER 299A24237	Paid by Check #35598		03/05/2022	03/25/2022	03/25/2022		03/25/2022	85.30
000227637754	RAMIREZ 010W01865	Paid by Check #35593		03/05/2022	03/25/2022	03/25/2022		03/25/2022	92.00
000228629675	TYLER 141A75193	Paid by Check #35597		03/07/2022	03/25/2022	03/25/2022		03/25/2022	250.99
000228679418	HARTLEY 925M97595	Paid by Check #35588		03/07/2022	03/25/2022	03/25/2022		03/25/2022	241.77
000228721916	RAMIREZ 992W01856	Paid by Check #35594		03/07/2022	03/25/2022	03/25/2022		03/25/2022	195.60
03-15-2022	Refund overpayment 21-1586	Paid by Check #35601		03/15/2022	03/25/2022	03/25/2022		03/25/2022	180.00
03/15/2022	Refund overpayment 21-3662	Paid by Check #35599		03/15/2022	03/25/2022	03/25/2022		03/25/2022	47.80
03/17/2022	Refund overpayment 21-2092	Paid by Check #35600		03/17/2022	03/25/2022	03/25/2022		03/25/2022	179.25
Vendor 351 - Anthem Blue Cross Totals							Invoices	16	\$2,756.12
Vendor 21 - Aramark Uniform Services Inc.									
503000494879	Fy 21/22-Parks-Uniforms for week of 3/16/22	Paid by Check #35602		03/16/2022	03/25/2022	03/25/2022	03/17/2022	03/25/2022	48.76
Vendor 21 - Aramark Uniform Services Inc. Totals							Invoices	1	\$48.76
Vendor 17 - AT&T									



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939105447503/22	Telephone	Paid by Check #35603		03/10/2022	03/25/2022	03/25/2022		03/25/2022	22.83
939106901203/22	Telephone	Paid by Check #35605		03/10/2022	03/25/2022	03/25/2022		03/25/2022	63.76
93910544622/22	DSC - Telephone 2/11 - 3/10/22	Paid by Check #35606		03/11/2022	03/25/2022	03/25/2022		03/25/2022	69.12
939105474403/22	Telephone	Paid by Check #35604		03/11/2022	03/25/2022	03/25/2022		03/25/2022	339.77
93910372773/22	Telephone	Paid by Check #35608		03/10/2022	03/25/2022	03/25/2022		03/25/2022	25.01
93910544723/22	Telephone	Paid by Check #35609		03/10/2022	03/25/2022	03/25/2022		03/25/2022	43.44
93910544743/22	Telephone	Paid by Check #35610		03/10/2022	03/25/2022	03/25/2022		03/25/2022	43.44
93910544773/22	Telephone	Paid by Check #35607		03/10/2022	03/25/2022	03/25/2022		03/25/2022	22.56
93910547413/22	Telephone	Paid by Check #35611		03/11/2022	03/25/2022	03/25/2022		03/25/2022	297.49
Vendor 17 - AT&T Totals								Invoices 9	\$927.42
Vendor 1513 - Barnes Welding									
62946055	TIP FOR SHOP WELDER	Paid by Check #35612		03/14/2022	03/25/2022	03/25/2022		03/25/2022	37.32
Vendor 1513 - Barnes Welding Totals								Invoices 1	\$37.32
Vendor 116 - BSK Analytical Laboratories									
AF07166	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #35613		03/21/2022	03/25/2022	03/25/2022		03/25/2022	176.00
Vendor 116 - BSK Analytical Laboratories Totals								Invoices 1	\$176.00
Vendor 94 - California Public Employees Retirement									
2/27-3/12/22	Payroll 2/27/22-3/12/22	Paid by EFT #1921		03/18/2022	03/21/2022	03/21/2022		03/21/2022	86,459.65
2022-00000350	31 - 457 - Employee CalPERS \$*	Paid by EFT #1919		03/18/2022	03/21/2022	03/21/2022		03/21/2022	9,522.30
Scheer 3/3/22	Payroll	Paid by EFT #1920		03/18/2022	03/21/2022	03/21/2022		03/21/2022	234.36
Vendor 94 - California Public Employees Retirement Totals								Invoices 3	\$96,216.31
Vendor 1275 - California Turf Equipment									
538389	Fy 21/22-Parks-Handle housing & depth gauge tool	Paid by Check #35614		03/09/2022	03/25/2022	03/25/2022	03/14/2022	03/25/2022	39.21
538390	Fy 21/22-Parks-Chain sprocket	Paid by Check #35614		03/09/2022	03/25/2022	03/25/2022	03/14/2022	03/25/2022	14.87
Vendor 1275 - California Turf Equipment Totals								Invoices 2	\$54.08
Vendor 246 - Central San Joaquin Valley Risk Management Auth.									
RMA 2022-0256	2021/2022 4TH QUARTER DEPOSITS	Paid by Check #35615		03/15/2022	03/25/2022	03/25/2022		03/25/2022	315,340.00
Vendor 246 - Central San Joaquin Valley Risk Management Auth. Totals								Invoices 1	\$315,340.00
Vendor 333 - Cintas Corporation No. 2									
4112237880	PD - Janitorial Supplies	Paid by Check #35616		03/02/2022	03/25/2022	03/25/2022		03/25/2022	58.13
4113620820	PD - Janitorial Supplies	Paid by Check #35616		03/16/2022	03/25/2022	03/25/2022		03/25/2022	58.13
Vendor 333 - Cintas Corporation No. 2 Totals								Invoices 2	\$116.26
Vendor 8 - City of Dinuba									
PD032122	PD - Petty Cash Reimbursement	Paid by Check #35617		03/21/2022	03/25/2022	03/25/2022		03/25/2022	286.74



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			Vendor	8 - City of Dinuba Totals		Invoices	1		\$286.74
Vendor	1238 - Coleman & Horowitz, LLP								
457916	Eagle Fire and Water Restoration, Inc.	Paid by Check #35618		02/28/2022	03/25/2022	03/25/2022		03/25/2022	7,667.20
			Vendor	1238 - Coleman & Horowitz, LLP Totals		Invoices	1		\$7,667.20
Vendor	170 - Comcast								
0148160 03/11/22	1390 E ELIZABETH WAY	Paid by Check #35619		03/11/2022	03/25/2022	03/25/2022		03/25/2022	232.23
0148178 03/12/22	680 S ALTA AVE	Paid by Check #35620		03/12/2022	03/25/2022	03/25/2022		03/25/2022	332.32
			Vendor	170 - Comcast Totals		Invoices	2		\$564.55
Vendor	1651 - Deere Credit, Inc.								
2621115	Fy 21/22-Parks-Annual Tractor principal/Interest lease payment	Paid by Check #35621		03/10/2022	03/25/2022	03/25/2022	03/17/2022	03/25/2022	8,029.57
			Vendor	1651 - Deere Credit, Inc. Totals		Invoices	1		\$8,029.57
Vendor	720 - Dell Marketing L.P.								
10563637621	Dell Latitude 7420 BTX- GAvila	Paid by Check #35622		02/22/2022	03/25/2022	03/25/2022		03/25/2022	1,997.82
			Vendor	720 - Dell Marketing L.P. Totals		Invoices	1		\$1,997.82
Vendor	77 - Department of Justice								
570413	PD - Blood Alcohol Analysis / February 2022 Service	Paid by Check #35623		03/09/2022	03/25/2022	03/25/2022		03/25/2022	245.00
			Vendor	77 - Department of Justice Totals		Invoices	1		\$245.00
Vendor	200 - Dinuba Unified School District								
FC# 606	Fy 21/22-Parks-Basketball supplies for 21-22	Paid by Check #35624		01/05/2022	03/25/2022	03/25/2022	03/14/2022	03/25/2022	146.35
			Vendor	200 - Dinuba Unified School District Totals		Invoices	1		\$146.35
Vendor	62 - Ed Dena's Auto Center								
309758	Parts	Paid by Check #35625		03/14/2022	03/25/2022	03/25/2022		03/25/2022	89.58
			Vendor	62 - Ed Dena's Auto Center Totals		Invoices	1		\$89.58
Vendor	309 - Elbert Distributing								
PI0045693	OIL FOR SHOP	Paid by Check #35626		03/17/2022	03/25/2022	03/25/2022		03/25/2022	238.97
			Vendor	309 - Elbert Distributing Totals		Invoices	1		\$238.97
Vendor	36 - Ewing Irrigation Products								
16234751	Fy 21/22-Parks-Repair kit, trash gator, d.o.t. reacher	Paid by Check #35627		03/09/2022	03/25/2022	03/25/2022	03/14/2022	03/25/2022	289.38
16258707	Fy 21/22-Parks-SS Hunter Ultra IIN RTR	Paid by Check #35627		03/14/2022	03/25/2022	03/25/2022	03/21/2022	03/25/2022	552.54
16258832	Fy 21/22-Parks-PVC caps	Paid by Check #35627		03/14/2022	03/25/2022	03/25/2022	03/21/2022	03/25/2022	68.17
			Vendor	36 - Ewing Irrigation Products Totals		Invoices	3		\$910.09



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Vendor 1617 - Felland Construction, Inc.									
18798	Restroom Repairs	Paid by Check #35628		01/12/2022	03/25/2022	03/25/2022		03/25/2022	2,081.52
		Vendor 1617 - Felland Construction, Inc. Totals				Invoices	1		\$2,081.52
Vendor 1801 - GARDA CL WEST, INC									
20519798	SERVICE MONTH FEBRUARY 2022	Paid by Check #35629		02/28/2022	03/25/2022	03/25/2022		03/25/2022	15.12
		Vendor 1801 - GARDA CL WEST, INC Totals				Invoices	1		\$15.12
Vendor 18 - The Gas Company									
0486158404503/22	201 N URUAPAN WAY	Paid by Check #35630		03/10/2022	03/25/2022	03/25/2022		03/25/2022	86.99
1620156700103/22	1390 E ELIZABETH WAY	Paid by Check #35631		03/10/2022	03/25/2022	03/25/2022		03/25/2022	519.87
164115670073/22	110 S COLLEGE AVE	Paid by Check #35634		03/10/2022	03/25/2022	03/25/2022		03/25/2022	47.70
168351381873/22	180 W MERCED ST UNIT A	Paid by Check #35632		03/10/2022	03/25/2022	03/25/2022		03/25/2022	221.73
128552035973/22	1088 E KAMM AVE	Paid by Check #35633		03/11/2022	03/25/2022	03/25/2022		03/25/2022	455.52
		Vendor 18 - The Gas Company Totals				Invoices	5		\$1,331.81
Vendor 252 - Geil Enterprises, Inc.									
412047	PD - Entre Access Software / April - June 2022 Service	Paid by Check #35635		04/01/2022	03/25/2022	03/25/2022		03/25/2022	90.00
		Vendor 252 - Geil Enterprises, Inc. Totals				Invoices	1		\$90.00
Vendor 1431 - Patricia Hartman									
03/21/2022	REIMB ANTHEM	Paid by Check #35636		03/21/2022	03/25/2022	03/25/2022		03/25/2022	704.54
		Vendor 1431 - Patricia Hartman Totals				Invoices	1		\$704.54
Vendor 1150 - Hoffman Security									
566833	DSC - Security Monitoring - April 2022	Paid by Check #35637		03/20/2022	03/25/2022	03/25/2022		03/25/2022	105.00
		Vendor 1150 - Hoffman Security Totals				Invoices	1		\$105.00
Vendor 1718 - JCL Company, LLC									
CEP26758240	FLEET TOOLS	Paid by Check #35638		03/14/2022	03/25/2022	03/25/2022		03/25/2022	166.49
		Vendor 1718 - JCL Company, LLC Totals				Invoices	1		\$166.49
Vendor 6 - Jim Manning Dodge Inc.									
153277DOR	REPAIRS PARTS FOR PD 11	Paid by Check #35639		02/24/2022	03/25/2022	03/25/2022		03/25/2022	2,446.69
		Vendor 6 - Jim Manning Dodge Inc. Totals				Invoices	1		\$2,446.69
Vendor 440 - Johnson Controls Security Solutions									
37127726	405 E El Monte Way Apr-June 2022	Paid by Check #35640		03/12/2022	03/25/2022	03/25/2022		03/25/2022	456.98
37017930	03/10/22 service call-405 E El Monte Way	Paid by Check #35640		03/21/2022	03/25/2022	03/25/2022		03/25/2022	749.01
37127725	SECURITY SERVICES FOR WATER TOWER ON SIERRA	Paid by Check #35640		03/12/2022	03/25/2022	03/25/2022		03/25/2022	71.41



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Vendor 440 - Johnson Controls Security Solutions Totals						Invoices	3		\$1,277.40
Vendor 969 - Kings River Tractor, Inc.									
IR13533	REPAIR PART FOR WWRP DISC	Paid by Check #35641		03/14/2022	03/25/2022	03/25/2022		03/25/2022	39.81
Vendor 969 - Kings River Tractor, Inc. Totals						Invoices	1		\$39.81
Vendor 857 - Lynn Peavey Company									
388143	PD - Supplies	Paid by Check #35642		03/11/2022	03/25/2022	03/25/2022		03/25/2022	83.09
Vendor 857 - Lynn Peavey Company Totals						Invoices	1		\$83.09
Vendor 1797 - David Mendoza									
02/22/2022B	REIMB ANTHEM	Paid by Check #35643		02/22/2022	03/25/2022	03/25/2022		03/25/2022	12.10
Vendor 1797 - David Mendoza Totals						Invoices	1		\$12.10
Vendor 160 - Mid Valley Publishing Inc.									
0325256-IN	SB 1383 Ord No. 2022-02	Paid by Check #35644		02/24/2022	03/25/2022	03/25/2022		03/25/2022	195.00
Vendor 160 - Mid Valley Publishing Inc. Totals						Invoices	1		\$195.00
Vendor 589 - Rosa Montanez									
03/21/2022	REIMB ANTHEM	Paid by Check #35645		03/21/2022	03/25/2022	03/25/2022		03/25/2022	92.00
Vendor 589 - Rosa Montanez Totals						Invoices	1		\$92.00
Vendor 22 - Moore Twining Associates Inc.									
2368787	BIOSOLIDS MONITORING	Paid by Check #35646		03/15/2022	03/25/2022	03/25/2022		03/25/2022	1,265.00
2368804	WATER SAMPLE TESTING WWTP	Paid by Check #35646		03/15/2022	03/25/2022	03/25/2022		03/25/2022	115.00
	- IN HOUSE								
2368805	WATER SAMPLE TESTING WWTP	Paid by Check #35646		03/15/2022	03/25/2022	03/25/2022		03/25/2022	88.00
	- INDUSTRIAL								
2368806	WATER SAMPLE TESTING WWTP	Paid by Check #35646		03/15/2022	03/25/2022	03/25/2022		03/25/2022	88.00
	- INDUSTRIAL								
Vendor 22 - Moore Twining Associates Inc. Totals						Invoices	4		\$1,556.00
Vendor 899 - NBS									
1221000962	Qtrly Admi fees April to June 2022	Paid by Check #35647		03/20/2022	03/25/2022	03/25/2022		03/25/2022	1,213.39
1221000963	Qtrly Admi fees April to June 2022	Paid by Check #35647		03/20/2022	03/25/2022	03/25/2022		03/25/2022	7,114.40
Vendor 899 - NBS Totals						Invoices	2		\$8,327.79
Vendor 142 - Office Depot BSD									
230648618001	OFFICE SUPPLIES	Paid by Check #35648		03/09/2022	03/25/2022	03/25/2022		03/25/2022	576.28
232403112001	Office Supplies	Paid by Check #35648		03/09/2022	03/25/2022	03/25/2022		03/25/2022	77.10
232401285001	Fy 21/22-YS-Office mat & chair mat	Paid by Check #35648		03/08/2022	03/25/2022	03/25/2022	03/18/2022	03/25/2022	54.24
232378513001	DSC - Office Supplies	Paid by Check #35648		03/09/2022	03/25/2022	03/25/2022		03/25/2022	86.04
232389647001	Fy 21/22-CS-Batteries for front office	Paid by Check #35648		03/09/2022	03/25/2022	03/25/2022	03/18/2022	03/25/2022	30.34



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229554910001	NAME PLATE SIGNS FOR VARIOUS EMPLOYEES	Paid by Check #35648		03/04/2022	03/25/2022	03/25/2022		03/25/2022	119.27
Vendor 142 - Office Depot BSD Totals									Invoices 6 <u>\$943.27</u>
Vendor 1708 - James Olvera									
03/21/2022	REIMB ANTHEM	Paid by Check #35649		03/21/2022	03/25/2022	03/25/2022		03/25/2022	233.91
Vendor 1708 - James Olvera Totals									Invoices 1 <u>\$233.91</u>
Vendor 1773 - Pace Supply Corp.									
197535484	WATER DEPT SUPPLIES	Paid by Check #35650		03/10/2022	03/25/2022	03/25/2022		03/25/2022	1,238.62
Vendor 1773 - Pace Supply Corp. Totals									Invoices 1 <u>\$1,238.62</u>
Vendor 76 - Pacific Gas & Electric									
316657841903/22	3007 W KAMM AVE	Paid by Check #35682		03/18/2022	03/25/2022	03/25/2022		03/25/2022	24.64
2848783828703/22	1455 S CRAWFORD AVE	Paid by Check #35652		03/09/2022	03/25/2022	03/25/2022		03/25/2022	10.08
8607273249703/22	1001 E EL PASO AVE	Paid by Check #35658		03/09/2022	03/25/2022	03/25/2022		03/25/2022	30.34
1693144969403/22	N/KAMM E/GREEN	Paid by Check #35651		03/10/2022	03/25/2022	03/25/2022		03/25/2022	99.39
3396308460403/22	S/KAMM & O ST	Paid by Check #35654		03/10/2022	03/25/2022	03/25/2022		03/25/2022	10.25
6021181187603/22	201 N URUAPAN WAY	Paid by Check #35655		03/10/2022	03/25/2022	03/25/2022		03/25/2022	1,521.06
7748430711903/22	1133 S COLLEGE AVE	Paid by Check #35657		03/10/2022	03/25/2022	03/25/2022		03/25/2022	36.53
9459141832503/22	W/COLLEGE 100 N/MARSHALL	Paid by Check #35659		03/10/2022	03/25/2022	03/25/2022		03/25/2022	9.88
2946520700803/22	PARKS	Paid by Check #35653		03/11/2022	03/25/2022	03/25/2022		03/25/2022	89.19
7314274871103/22	PARKS	Paid by Check #35656		03/11/2022	03/25/2022	03/25/2022		03/25/2022	2,980.05
5683054506903/22	PD - 02/07/2022 - 03/08/2022	Paid by Check #35661		03/10/2022	03/25/2022	03/25/2022		03/25/2022	4,082.06
Billing Charges									
863399039983/22	WELL #14 SIERRA WAY	Paid by Check #35679		03/04/2022	03/25/2022	03/25/2022		03/25/2022	26.28
134445515953/22	NW COR M & VENTURA AVE	Paid by Check #35665		03/09/2022	03/25/2022	03/25/2022		03/25/2022	54.54
210475377883/22	155 W MERCED AVE	Paid by Check #35669		03/09/2022	03/25/2022	03/25/2022		03/25/2022	149.96
447571605183/22	180 W Merced STE A	Paid by Check #35660		03/09/2022	03/25/2022	03/25/2022		03/25/2022	245.70
605804926703/22	148 S M ST	Paid by Check #35674		03/09/2022	03/25/2022	03/25/2022		03/25/2022	27.29
630805446693/22	ALLEY BTWN L & K ST	Paid by Check #35675		03/09/2022	03/25/2022	03/25/2022		03/25/2022	9.86
768101241983/22	180 W Merced STE C	Paid by Check #35663		03/09/2022	03/25/2022	03/25/2022		03/25/2022	149.45
975086523733/22	180 W Merced STE B	Paid by Check #35662		03/09/2022	03/25/2022	03/25/2022		03/25/2022	98.00
183409121303/22	100 N/MARSHALL AVE	Paid by Check #35668		03/10/2022	03/25/2022	03/25/2022		03/25/2022	9.86
496411368303/22	MILSAP & MYRTLE ALLEY	Paid by Check #35671		03/10/2022	03/25/2022	03/25/2022		03/25/2022	115.61
516730856043/22	S/E KAMM & ALTA	Paid by Check #35673		03/10/2022	03/25/2022	03/25/2022		03/25/2022	98.39
672472110623/22	TULARE & L ST	Paid by Check #35676		03/10/2022	03/25/2022	03/25/2022		03/25/2022	95.29
676638777013/22	TULARE & L ST	Paid by Check #35677		03/10/2022	03/25/2022	03/25/2022		03/25/2022	62.30
874409527913/22	301 E KAMM AVE	Paid by Check #35680		03/10/2022	03/25/2022	03/25/2022		03/25/2022	25.49
134971623573/22	KAMM & GREEN	Paid by Check #35666		03/11/2022	03/25/2022	03/25/2022		03/25/2022	8,766.47
502735657343/22	RANDLE AVE S/EL MONTE	Paid by Check #35672		03/11/2022	03/25/2022	03/25/2022		03/25/2022	58.40
847471995153/22	ALTA & KAMME AVE	Paid by Check #35678		03/11/2022	03/25/2022	03/25/2022		03/25/2022	88.08
207327719753/22	1088 E KAMM AVE	Paid by Check #35664		03/14/2022	03/25/2022	03/25/2022		03/25/2022	874.26



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
156188827223/22	PW	Paid by Check #35667		03/15/2022	03/25/2022	03/25/2022		03/25/2022	141.85
338077954233/22	2007 N CRAWFORD AVE	Paid by Check #35670		03/15/2022	03/25/2022	03/25/2022		03/25/2022	945.88
954874984793/22	ALTA & NEBRASKA AVE	Paid by Check #35681		03/15/2022	03/25/2022	03/25/2022		03/25/2022	82.35
			Vendor 76 - Pacific Gas & Electric Totals				Invoices	32	\$21,018.78
Vendor 7 - Pena's Disposal Services									
649080	Fy 21/22-Parks-Disposal service for Vuich park	Paid by Check #35683		03/18/2022	03/25/2022	03/25/2022	03/18/2022	03/25/2022	320.20
649087	Cust No. 01-153360	Paid by Check #35683		03/18/2022	03/25/2022	03/25/2022		03/25/2022	1,553.68
			Vendor 7 - Pena's Disposal Services Totals				Invoices	2	\$1,873.88
Vendor 39 - Pioneer Equipment Company									
AP66283	REPAIR PART FOR WWRP DISC	Paid by Check #35684		03/14/2022	03/25/2022	03/25/2022		03/25/2022	92.62
			Vendor 39 - Pioneer Equipment Company Totals				Invoices	1	\$92.62
Vendor 33 - R & S Erection of Fresno County									
113477	Repairs	Paid by Check #35685		03/15/2022	03/25/2022	03/25/2022		03/25/2022	573.00
			Vendor 33 - R & S Erection of Fresno County Totals				Invoices	1	\$573.00
Vendor 349 - RES COM Pest Control									
2005994	PD - Kennel Pest Control	Paid by Check #35686		03/17/2022	03/25/2022	03/25/2022		03/25/2022	44.00
			Vendor 349 - RES COM Pest Control Totals				Invoices	1	\$44.00
Vendor 1707 - RRM Design Group									
2415-01-0122A	Dinuba Focused General Plan Update Leap: Task 01, 05, 3A	Paid by Check #35687		02/09/2022	03/25/2022	03/25/2022		03/25/2022	14,140.00
2415-01-0222A	Dinuba Focused General Plan Update Leap: Task 05, 3A	Paid by Check #35687		03/11/2022	03/25/2022	03/25/2022		03/25/2022	26,273.75
2415-01-0222B	Dinuba Focused General Plan Update SB2: Task 02 & 07	Paid by Check #35687		03/11/2022	03/25/2022	03/25/2022		03/25/2022	2,617.50
2415-01-0222C	Dinuba Focused GP 20 Acre Commercial MP Task P.01	Paid by Check #35687		03/11/2022	03/25/2022	03/25/2022		03/25/2022	95.00
			Vendor 1707 - RRM Design Group Totals				Invoices	4	\$43,126.25
Vendor 46 - Self Help Enterprises									
DIN19HM 02-22	DIN19HM ADMIN CHARGES; February 2022	Paid by Check #35688		03/01/2022	03/25/2022	03/25/2022		03/25/2022	972.00
DINHMP1 02-22	DIN18HM ADMIN CHARGES; February 2022	Paid by Check #35688		03/07/2022	03/25/2022	03/25/2022		03/25/2022	468.75
			Vendor 46 - Self Help Enterprises Totals				Invoices	2	\$1,440.75
Vendor 957 - Shred-It USA LLC									
8001179655	PD - 03/01/2022 Shred Service	Paid by Check #35689		03/18/2022	03/25/2022	03/25/2022		03/25/2022	342.59
			Vendor 957 - Shred-It USA LLC Totals				Invoices	1	\$342.59
Vendor 92 - Target Specialty Products									



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INVP500728278	SUPPLIES FOR WWTP	Paid by Check #35690		03/02/2022	03/25/2022	03/25/2022		03/25/2022	1,719.72
INVP500728281	WWTP SUPPLIES	Paid by Check #35690		03/02/2022	03/25/2022	03/25/2022		03/25/2022	503.55
Vendor 92 - Target Specialty Products Totals								Invoices 2	\$2,223.27
Vendor 717 - TMI Research Services									
CITYOD 21-09-30B	Services for October 2021	Paid by Check #35691		09/30/2021	03/25/2022	03/25/2022		03/25/2022	150.00
Vendor 717 - TMI Research Services Totals								Invoices 1	\$150.00
Vendor 273 - US Bank									
467478210	March 2022	Paid by Check #35692		03/11/2022	03/25/2022	03/25/2022		03/25/2022	141.30
Vendor 273 - US Bank Totals								Invoices 1	\$141.30
Vendor 1702 - US Bank Corporate Payment System									
1829 3/11/22	Dustin	Paid by EFT #1925		03/11/2022	03/25/2022	03/25/2022		03/25/2022	944.69
3437 3/11/22	Fire	Paid by EFT #1926		03/11/2022	03/25/2022	03/25/2022		03/25/2022	847.81
4210 3/11/22	Michelle	Paid by EFT #1922		03/11/2022	03/25/2022	03/25/2022		03/25/2022	1,340.88
6510 3/11/2022	Joanne	Paid by EFT #1923		03/11/2022	03/25/2022	03/25/2022		03/25/2022	1,126.00
6604 3/11/22	Jordan	Paid by EFT #1924		03/11/2022	03/25/2022	03/25/2022		03/25/2022	1,455.36
Vendor 1702 - US Bank Corporate Payment System Totals								Invoices 5	\$5,714.74
Vendor 129 - Valley Industrial & Family Medical Group									
450781	DOT EXAM - PABLO VELAZQUEZ	Paid by Check #35693		02/25/2022	03/25/2022	03/25/2022		03/25/2022	115.00
Vendor 129 - Valley Industrial & Family Medical Group Totals								Invoices 1	\$115.00
Vendor 354 - Verizon Wireless									
9901757561	March 2022	Paid by Check #35696		03/12/2022	03/25/2022	03/25/2022		03/25/2022	344.21
9901476079	PD - 02/11/2022 - 03/10/2022	Paid by Check #35694		03/10/2022	03/25/2022	03/25/2022		03/25/2022	2,072.72
	Billing Charges								
9901302870	Acct# 972514922-00001	Paid by Check #35695		03/07/2022	03/25/2022	03/25/2022		03/25/2022	1,053.52
Vendor 354 - Verizon Wireless Totals								Invoices 3	\$3,470.45
Vendor 820 - Vulcan Materials Company									
73215486	AGGREGATE & ASPHALT	Paid by Check #35697		03/04/2022	03/25/2022	03/25/2022		03/25/2022	668.86
Vendor 820 - Vulcan Materials Company Totals								Invoices 1	\$668.86
Vendor 962 - Willdan Financial Services									
010-50492	User Fee Study; Project 111195	Paid by Check #35698		02/17/2022	03/25/2022	03/25/2022		03/25/2022	1,155.00
010-50495	Utility Rate Study- Water, Sewer and Solid Waste; Project 111216	Paid by Check #35698		02/17/2022	03/25/2022	03/25/2022		03/25/2022	2,610.00
010-50606	User Fee Study; Project 111195	Paid by Check #35698		03/15/2022	03/25/2022	03/25/2022		03/25/2022	2,470.00
010-50609	Utility Rate Study- Water, Sewer and Solid Waste; Project 111216	Paid by Check #35698		03/17/2022	03/25/2022	03/25/2022		03/25/2022	6,350.00
Vendor 962 - Willdan Financial Services Totals								Invoices 4	\$12,585.00
Vendor 1067 - Yamabe & Horn Engineering Inc.									



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
475595	Y&H Commercial Eng Support	Paid by Check #35699		03/11/2022	03/25/2022	03/25/2022		03/25/2022	8,627.00
475602	Y&H City Projects Eng Support	Paid by Check #35699		03/11/2022	03/25/2022	03/25/2022		03/25/2022	39,683.00
475605	Y&H WWTP Improv Clarifier	Paid by Check #35699		03/11/2022	03/25/2022	03/25/2022		03/25/2022	5,152.64
475606	Y&H Well 21	Paid by Check #35699		03/11/2022	03/25/2022	03/25/2022		03/25/2022	975.00
475609	Y&H Subdivision Engineering Support	Paid by Check #35699		03/11/2022	03/25/2022	03/25/2022		03/25/2022	7,669.22
475615	Y&H South College RR Project PII	Paid by Check #35699		03/11/2022	03/25/2022	03/25/2022		03/25/2022	1,098.00
475616	Y&H Alta Nebraska ROW	Paid by Check #35699		03/11/2022	03/25/2022	03/25/2022		03/25/2022	84.75
475617	Y&H Alta Nebraska Roundabout CM PII	Paid by Check #35699		03/11/2022	03/25/2022	03/25/2022		03/25/2022	4,049.00
475618	Y&H Roadway Segment	Paid by Check #35699		03/11/2022	03/25/2022	03/25/2022		03/25/2022	525.00
475619	Y&H Road 74 Street Improv	Paid by Check #35699		03/11/2022	03/25/2022	03/25/2022		03/25/2022	112.50
475620	Y&H Kamm Alta Roundabout	Paid by Check #35699		03/11/2022	03/25/2022	03/25/2022		03/25/2022	1,612.50
475621	Y&H Building Official	Paid by Check #35699		03/11/2022	03/25/2022	03/25/2022		03/25/2022	10,050.00
475622	Y&H Encroachment Permit Inspections	Paid by Check #35699		03/11/2022	03/25/2022	03/25/2022		03/25/2022	8,306.50
475623	Y&H Gen Eng Service	Paid by Check #35699		03/11/2022	03/25/2022	03/25/2022		03/25/2022	13,491.00
Vendor 1067 - Yamabe & Horn Engineering Inc. Totals							Invoices	14	\$101,436.11
Vendor LIFT ENERGY CONSTRUCTION, INC.									
2022-72	REFUND FOR PERMIT 2022-72, 1270 ARNO RD	Paid by Check #35700		03/18/2022	03/25/2022	03/25/2022		03/25/2022	170.00
Vendor LIFT ENERGY CONSTRUCTION, INC. Totals							Invoices	1	\$170.00
Vendor LogistiCare Solutions									
03/15/2022	Refund overpayment 21-3782	Paid by Check #35701		03/15/2022	03/25/2022	03/25/2022		03/25/2022	118.83
Vendor LogistiCare Solutions Totals							Invoices	1	\$118.83
Grand Totals							Invoices	167	\$916,213.18



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 367 - A-1 Auto Electric									
131604	FLEET SUPPLIES	Paid by Check #35702		03/17/2022	04/01/2022	04/01/2022		04/01/2022	144.02
Vendor 367 - A-1 Auto Electric Totals						Invoices	1		<u>\$144.02</u>
Vendor 263 - Advantek Benefit Administrators									
03/25/2022	03/25/2022	Paid by Check #35703		03/25/2022	04/01/2022	04/01/2022		04/01/2022	33,740.88
Vendor 263 - Advantek Benefit Administrators Totals						Invoices	1		<u>\$33,740.88</u>
Vendor 372 - Aecom USA, Inc.									
2000606180	AECOM COD Storm Water Planning PH I	Paid by Check #35704		03/24/2022	04/01/2022	04/01/2022		04/01/2022	667.50
Vendor 372 - Aecom USA, Inc. Totals						Invoices	1		<u>\$667.50</u>
Vendor 555 - Maria Alaniz									
03/28/2022	City Clerk Conference 04/05/22 to 04/08/22	Paid by Check #35705		03/28/2022	04/01/2022	04/01/2022		04/01/2022	80.00
Vendor 555 - Maria Alaniz Totals						Invoices	1		<u>\$80.00</u>
Vendor 351 - Anthem Blue Cross									
000648697E	04/01/2022 to 05/01/2022	Paid by Check #35706		03/14/2022	04/01/2022	04/01/2022		04/01/2022	571.43
Vendor 351 - Anthem Blue Cross Totals						Invoices	1		<u>\$571.43</u>
Vendor 21 - Aramark Uniform Services Inc.									
503000499864	Fy 21/22-Parks-Uniforms for week of 3/23/22	Paid by Check #35707		03/23/2022	04/01/2022	04/01/2022	03/24/2022	04/01/2022	48.76
Vendor 21 - Aramark Uniform Services Inc. Totals						Invoices	1		<u>\$48.76</u>
Vendor 17 - AT&T									
9391054470 3/22	3/10/2022	Paid by Check #35714		03/11/2022	04/01/2022	04/01/2022		04/01/2022	22.56
9391054471 3/22	3/10/2022	Paid by Check #35713		03/11/2022	04/01/2022	04/01/2022		04/01/2022	22.83
9391054479 3/22	3/10/2022	Paid by Check #35712		03/11/2022	04/01/2022	04/01/2022		04/01/2022	22.56
9391054742 3/22	3/10/2022	Paid by Check #35711		03/11/2022	04/01/2022	04/01/2022		04/01/2022	109.68
9391054469 03/22	PD - 02/11/2022 - 03/10/22	Paid by Check #35708		03/11/2022	04/01/2022	04/01/2022		04/01/2022	20.89
	Billing Charges								
9391054740 03/22	PD - 02/11/2022 - 03/10/22	Paid by Check #35709		03/11/2022	04/01/2022	04/01/2022		04/01/2022	264.96
	Billing Charges								
9391054736 03/22	PD - 02/20/20022 - 03/19/2022	Paid by Check #35710		03/20/2022	04/01/2022	04/01/2022		04/01/2022	141.11
	Billing Charges								
Vendor 17 - AT&T Totals						Invoices	7		<u>\$604.59</u>
Vendor 1103 - Bauer Compressors, Inc.									
0000290551	Service	Paid by Check #35715		03/18/2022	04/01/2022	04/01/2022		04/01/2022	1,127.92
Vendor 1103 - Bauer Compressors, Inc. Totals						Invoices	1		<u>\$1,127.92</u>
Vendor 116 - BSK Analytcal Laboratories									



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AF07264	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #35716		03/22/2022	04/01/2022	04/01/2022		04/01/2022	102.50
AF07815	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #35716		03/28/2022	04/01/2022	04/01/2022		04/01/2022	176.00
Vendor 116 - BSK Analytical Laboratories Totals									Invoices 2 <u>\$278.50</u>
Vendor 74 - Buddy's Trophies & Advertising Spec. 32954	Fy 21/22-Sports Prog-Basketball season 2022 trophies	Paid by Check #35717		02/25/2022	04/01/2022	04/01/2022	03/21/2022	04/01/2022	2,738.09
Vendor 74 - Buddy's Trophies & Advertising Spec. Totals									Invoices 1 <u>\$2,738.09</u>
Vendor 972 - City of Sanger IGT 52 - Dinuba	Jan/Feb 2022	Paid by Check #35718		03/17/2022	04/01/2022	04/01/2022		04/01/2022	678.50
Vendor 972 - City of Sanger Totals									Invoices 1 <u>\$678.50</u>
Vendor 274 - Code Publishing Company GC0006565	Municipal Code Cumulative Supplement	Paid by Check #35719		03/30/2022	04/01/2022	04/01/2022		04/01/2022	192.00
Vendor 274 - Code Publishing Company Totals									Invoices 1 <u>\$192.00</u>
Vendor 170 - Comcast 0191269 03/22/22	201 N URUAPAN WAY	Paid by Check #35720		03/22/2022	04/01/2022	04/01/2022		04/01/2022	286.54
Vendor 170 - Comcast Totals									Invoices 1 <u>\$286.54</u>
Vendor 1035 - De Lage Landen Public Finance 75827585	Mar/Apr 2022	Paid by EFT #1927		03/20/2022	04/01/2022	04/01/2022		04/01/2022	322.25
Vendor 1035 - De Lage Landen Public Finance Totals									Invoices 1 <u>\$322.25</u>
Vendor 720 - Dell Marketing L.P. 10568572000	Fy 21/22-Sportsplex-UPS Battery for the plex	Paid by Check #35721		03/14/2022	04/01/2022	04/01/2022	03/22/2022	04/01/2022	92.27
10568486174	PD - UPS Battery Backup & Surge Protector / Dispatch	Paid by Check #35721		03/14/2022	04/01/2022	04/01/2022		04/01/2022	184.54
Vendor 720 - Dell Marketing L.P. Totals									Invoices 2 <u>\$276.81</u>
Vendor 395 - Environmental Concepts 222129	ENVIRONMENTAL CONCEPTS - PLEXIMELT FOR STREETS	Paid by Check #35722		03/04/2022	04/01/2022	04/01/2022		04/01/2022	6,137.39
Vendor 395 - Environmental Concepts Totals									Invoices 1 <u>\$6,137.39</u>
Vendor 235 - FERGUSON ENTERPRISES, LLC 1689642-2	WATER DEPT SUPPLIES	Paid by Check #35723		03/11/2022	04/01/2022	04/01/2022		04/01/2022	1,941.07
Vendor 235 - FERGUSON ENTERPRISES, LLC Totals									Invoices 1 <u>\$1,941.07</u>
Vendor 1818 - FIRST STRING SPORTS INC. 0000068427	Fy 21/22-Sportsplex-7x7 L-Screen	Paid by Check #35724		03/17/2022	04/01/2022	04/01/2022	03/22/2022	04/01/2022	736.26



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
		Vendor	1818 - FIRST STRING SPORTS INC. Totals			Invoices		1	\$736.26
Vendor 377 - Fresno Truck Center									
FA001609314:01	REPAIR PART FOR E 31	Paid by Check #35725		03/23/2022	04/01/2022	04/01/2022		04/01/2022	20.75
		Vendor	377 - Fresno Truck Center Totals			Invoices		1	\$20.75
Vendor 1540 - G.E.T. Industries									
560	PD - Supplies - Nitrile Gloves	Paid by Check #35726		03/28/2022	04/01/2022	04/01/2022		04/01/2022	550.00
		Vendor	1540 - G.E.T. Industries Totals			Invoices		1	\$550.00
Vendor 18 - The Gas Company									
15571580420 3/22	420 E Tulare St	Paid by Check #35728		03/10/2022	04/01/2022	04/01/2022		04/01/2022	225.51
16201580004 3/22	496 E Tulare St	Paid by Check #35727		03/10/2022	04/01/2022	04/01/2022		04/01/2022	177.18
		Vendor	18 - The Gas Company Totals			Invoices		2	\$402.69
Vendor 252 - Geil Enterprises, Inc.									
412027	FIRE ALARM MONITORING - APR- JUN 2022, CNG FACILITY	Paid by Check #35729		04/01/2022	04/01/2022	04/01/2022		04/01/2022	270.00
412461	April-June 2022 Quarterly service- Alarm	Paid by Check #35729		04/01/2022	04/01/2022	04/01/2022		04/01/2022	377.00
		Vendor	252 - Geil Enterprises, Inc. Totals			Invoices		2	\$647.00
Vendor 712 - GLS US									
4662503	POSTAGE	Paid by Check #35730		03/15/2022	04/01/2022	04/01/2022		04/01/2022	7.89
		Vendor	712 - GLS US Totals			Invoices		1	\$7.89
Vendor 379 - Guardian EMS Products									
10283	Supplies	Paid by Check #35731		03/07/2022	04/01/2022	04/01/2022		04/01/2022	112.84
10310	Supplies	Paid by Check #35731		03/14/2022	04/01/2022	04/01/2022		04/01/2022	407.17
10330	Supplies	Paid by Check #35731		03/17/2022	04/01/2022	04/01/2022		04/01/2022	111.29
10332	Supplies	Paid by Check #35731		03/18/2022	04/01/2022	04/01/2022		04/01/2022	53.39
		Vendor	379 - Guardian EMS Products Totals			Invoices		4	\$684.69
Vendor 139 - Henry Schein Inc.									
18119636	Supplies	Paid by Check #35732		03/14/2022	04/01/2022	04/01/2022		04/01/2022	223.50
21575039	Credit Memo	Paid by Check #35732		03/14/2022	04/01/2022	04/01/2022		04/01/2022	(17.54)
18236779	Supplies	Paid by Check #35732		03/16/2022	04/01/2022	04/01/2022		04/01/2022	101.46
		Vendor	139 - Henry Schein Inc. Totals			Invoices		3	\$307.42
Vendor 1407 - Kim Turner, LLC									
358	PD - Dispatcher's Role in Critical Incidents - Ricky Mares	Paid by Check #35733		03/20/2022	04/01/2022	04/01/2022		04/01/2022	149.00
		Vendor	1407 - Kim Turner, LLC Totals			Invoices		1	\$149.00
Vendor 796 - L.N. Curtis & Sons									
INV573443	Safety Equipment	Paid by Check #35734		03/03/2022	04/01/2022	04/01/2022		04/01/2022	5,688.87



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Vendor 796 - L.N. Curtis & Sons Totals									
						Invoices	1		\$5,688.87
Vendor 281 - Law and Associates Investigations									
22-154	Garza	Paid by Check #35735		03/24/2022	04/01/2022	04/01/2022		04/01/2022	700.00
Vendor 281 - Law and Associates Investigations Totals									
						Invoices	1		\$700.00
Vendor 89 - Liebert Cassidy Whitmore									
213607	Legal Services February 2022	Paid by Check #35736		02/28/2022	04/01/2022	04/01/2022		04/01/2022	2,257.50
Vendor 89 - Liebert Cassidy Whitmore Totals									
						Invoices	1		\$2,257.50
Vendor 1334 - Metro Traffic Data, Inc.									
2091	Metro Traffic Data Ashley Ave	Paid by Check #35737		03/23/2022	04/01/2022	04/01/2022		04/01/2022	350.00
Vendor 1334 - Metro Traffic Data, Inc. Totals									
						Invoices	1		\$350.00
Vendor 160 - Mid Valley Publishing Inc.									
001265 3/24/22	CITY HALL	Paid by Check #35738		03/24/2022	04/01/2022	04/01/2022		04/01/2022	30.00
Vendor 160 - Mid Valley Publishing Inc. Totals									
						Invoices	1		\$30.00
Vendor 589 - Rosa Montanez									
03/28/2022	Anthem Reimb 04/01/2022-04/30/2022	Paid by Check #35739		03/28/2022	04/01/2022	04/01/2022		04/01/2022	116.29
Vendor 589 - Rosa Montanez Totals									
						Invoices	1		\$116.29
Vendor 590 - Guadalupe Montejano									
03/28/2022	City Clerk Conference 04/05/22 to 04/08/22	Paid by Check #35740		03/28/2022	04/01/2022	04/01/2022		04/01/2022	80.00
Vendor 590 - Guadalupe Montejano Totals									
						Invoices	1		\$80.00
Vendor 392 - O'Reilly Auto Parts									
3641-445423	Supplies	Paid by Check #35741		03/07/2022	04/01/2022	04/01/2022		04/01/2022	41.21
3641-447371	Supplies	Paid by Check #35741		03/17/2022	04/01/2022	04/01/2022		04/01/2022	51.80
Vendor 392 - O'Reilly Auto Parts Totals									
						Invoices	2		\$93.01
Vendor 142 - Office Depot BSD									
230648618002	Office Supplies	Paid by Check #35742		03/15/2022	04/01/2022	04/01/2022		04/01/2022	114.29
232930806001	Office Supplies	Paid by Check #35742		03/24/2022	04/01/2022	04/01/2022		04/01/2022	155.59
232045691001	Supplies	Paid by Check #35742		03/10/2022	04/01/2022	04/01/2022		04/01/2022	215.93
230605851001	PD - Supplies	Paid by Check #35742		02/28/2022	04/01/2022	04/01/2022		04/01/2022	642.19
230612982001	PD - Supplies	Paid by Check #35742		02/28/2022	04/01/2022	04/01/2022		04/01/2022	26.66
Vendor 142 - Office Depot BSD Totals									
						Invoices	5		\$1,154.66
Vendor 1773 - Pace Supply Corp.									
197549900	PACE - WATER DEPT SUPPLIES	Paid by Check #35743		03/10/2022	04/01/2022	04/01/2022		04/01/2022	7,201.35
197566278	WATER DEPT SUPPLIES	Paid by Check #35743		03/15/2022	04/01/2022	04/01/2022		04/01/2022	1,316.11
Vendor 1773 - Pace Supply Corp. Totals									
						Invoices	2		\$8,517.46



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Vendor 76 - Pacific Gas & Electric									
35474471071 3/22	420 E Tulare St	Paid by Check #35745		03/10/2022	04/01/2022	04/01/2022		04/01/2022	381.63
618305447403/22	496 E TULARE ST	Paid by Check #35757		03/10/2022	04/01/2022	04/01/2022		04/01/2022	3,792.18
225762733323/22	425 S ALTA AVE	Paid by Check #35748		03/04/2022	04/01/2022	04/01/2022		04/01/2022	10.97
155771097453/22	1851 E KAMM AVE	Paid by Check #35747		03/14/2022	04/01/2022	04/01/2022		04/01/2022	1,751.32
831902407273/22	SW SW 16-16-24	Paid by Check #35750		03/14/2022	04/01/2022	04/01/2022		04/01/2022	25.28
432339024693/22	CITRUS HEIGHTS VENTURA AND O	Paid by Check #35749		03/16/2022	04/01/2022	04/01/2022		04/01/2022	65.27
854359817423/22	PARKS	Paid by Check #35751		03/16/2022	04/01/2022	04/01/2022		04/01/2022	214.17
901837373533/22	DUNMORE HOMES VISCAYA 1 AT SAGINA	Paid by Check #35752		03/16/2022	04/01/2022	04/01/2022		04/01/2022	953.47
919617675883/22	SIERRA WAY AND BUENA VISTA AVE	Paid by Check #35753		03/16/2022	04/01/2022	04/01/2022		04/01/2022	78.35
917922255333/22	PW	Paid by Check #35746		03/16/2022	04/01/2022	04/01/2022		04/01/2022	937.17
640799572503/22	PW	Paid by Check #35744		03/17/2022	04/01/2022	04/01/2022		04/01/2022	771.39
886695643253/22	NW SE SW 18 16 24	Paid by Check #35756		03/18/2022	04/01/2022	04/01/2022		04/01/2022	1,161.53
594966555033/22	6675 AVE 412	Paid by Check #35754		03/21/2022	04/01/2022	04/01/2022		04/01/2022	24.64
674421567813/22	6675 AVE 412	Paid by Check #35755		03/21/2022	04/01/2022	04/01/2022		04/01/2022	2,664.07
Vendor 76 - Pacific Gas & Electric Totals							Invoices	14	\$12,831.44
Vendor 1102 - RDO Equipment Co.									
P5907075	Fy 21/22-Parks-Notch Sasquatch SHW4	Paid by Check #35758		02/07/2022	04/01/2022	04/01/2022	03/28/2022	04/01/2022	148.63
Vendor 1102 - RDO Equipment Co. Totals							Invoices	1	\$148.63
Vendor 42 - Scout Specialties									
153859	WATER DEPT SUPPLIES	Paid by Check #35759		03/14/2022	04/01/2022	04/01/2022		04/01/2022	45.19
153889	FLEET SUPPLIES	Paid by Check #35759		03/15/2022	04/01/2022	04/01/2022		04/01/2022	100.36
Vendor 42 - Scout Specialties Totals							Invoices	2	\$145.55
Vendor 141 - Sirchie Finger Print Labs									
0537005-IN	PD - Supplies	Paid by Check #35760		03/23/2022	04/01/2022	04/01/2022		04/01/2022	207.90
Vendor 141 - Sirchie Finger Print Labs Totals							Invoices	1	\$207.90
Vendor 758 - Solenis LLC									
131961034	SOLENIS - POLYMER FOR WWTP	Paid by Check #35761		03/08/2022	04/01/2022	04/01/2022		04/01/2022	10,525.53
Vendor 758 - Solenis LLC Totals							Invoices	1	\$10,525.53
Vendor 214 - Stericycle, Inc.									
3005947066	April 2022	Paid by Check #35762		04/01/2022	04/01/2022	04/01/2022		04/01/2022	142.53
Vendor 214 - Stericycle, Inc. Totals							Invoices	1	\$142.53
Vendor 1447 - Monte Sylvester									



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03/28/2022	Anthem Reimb 04/01/2022-04/30/2022	Paid by Check #35763		03/28/2022	04/01/2022	04/01/2022		04/01/2022	320.23
Vendor 1447 - Monte Sylvester Totals									\$320.23
Vendor 189 - Terminix International									
418098708	PD - Pest Control Service	Paid by Check #35764		03/09/2022	04/01/2022	04/01/2022		04/01/2022	64.00
Vendor 189 - Terminix International Totals									\$64.00
Vendor 426 - Tioga Solar									
1060203709	TIOGA - SOLAR PRODUCTION, JANUARY 2022	Paid by Check #35765		01/31/2022	04/01/2022	04/01/2022		04/01/2022	13,466.90
1060207504	TIOGA - SOLAR PRODUCTION FEBRUARY 2022	Paid by Check #35765		02/28/2022	04/01/2022	04/01/2022		04/01/2022	16,684.72
Vendor 426 - Tioga Solar Totals									\$30,151.62
Vendor 1633 - Toyota Industries Commercial Finance, Inc.									
4003446465	LITTER VACUUM LEASE PAYMENT	Paid by Check #35766		03/14/2022	04/01/2022	04/01/2022		04/01/2022	950.73
Vendor 1633 - Toyota Industries Commercial Finance, Inc. Totals									\$950.73
Vendor 49 - Tulare County									
DUSD-ANNEX	DUSD ANNEXATION	Paid by Check #35767		03/14/2022	04/01/2022	04/01/2022		04/01/2022	4,976.00
Vendor 49 - Tulare County Totals									\$4,976.00
Vendor 273 - US Bank									
467909271	PD - Copiers Lease	Paid by Check #35768		03/18/2022	04/01/2022	04/01/2022		04/01/2022	907.08
Vendor 273 - US Bank Totals									\$907.08
Vendor 154 - USA Bluebook									
913035	WATER DEPT SUPPLIES	Paid by Check #35769		03/16/2022	04/01/2022	04/01/2022		04/01/2022	530.52
Vendor 154 - USA Bluebook Totals									\$530.52
Vendor 1682 - USA Shade & Fabric Structures									
79410-001	Fy 21/22-Shade structures for Roosevelt/Delgado/Alice parks	Paid by Check #35770		03/23/2022	04/01/2022	04/01/2022	03/24/2022	04/01/2022	151,286.31
Vendor 1682 - USA Shade & Fabric Structures Totals									\$151,286.31
Vendor 286 - Valley Uniform Center									
31403-1	Garcia	Paid by Check #35771		02/08/2022	04/01/2022	04/01/2022		04/01/2022	188.77
031477-1	Scheer	Paid by Check #35771		02/10/2022	04/01/2022	04/01/2022		04/01/2022	279.90
031710-1	Santana	Paid by Check #35771		02/19/2022	04/01/2022	04/01/2022		04/01/2022	212.65
031736-1	Garcia	Paid by Check #35771		02/19/2022	04/01/2022	04/01/2022		04/01/2022	122.59
031891-1	Santana	Paid by Check #35771		02/25/2022	04/01/2022	04/01/2022		04/01/2022	407.94
Vendor 286 - Valley Uniform Center Totals									\$1,211.85
Vendor 354 - Verizon Wireless									



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9901855446	CM	Paid by Check #35774		03/14/2022	04/01/2022	04/01/2022		04/01/2022	873.18
9901855445	Finance	Paid by Check #35775		03/14/2022	04/01/2022	04/01/2022		04/01/2022	490.81
9901855443	Fy 21/22-Dept cell phone bill	Paid by Check #35772		03/14/2022	04/01/2022	04/01/2022	03/23/2022	04/01/2022	939.37
9901855442	ADMIN PHONE CHARGES	Paid by Check #35773		03/14/2022	04/01/2022	04/01/2022		04/01/2022	262.60
			Vendor 354 - Verizon Wireless Totals				Invoices	4	\$2,565.96
Vendor 1067 - Yamabe & Horn Engineering Inc.									
47799	Y&H Alta Nebraska Roundabout	Paid by Check #35776		11/02/2021	04/01/2022	04/01/2022		04/01/2022	5,610.00
475376	Y&H Subdivision Engineering Support	Paid by Check #35776		02/10/2022	04/01/2022	04/01/2022		04/01/2022	3,239.75
475386	Y&H College AV SJVR Crossing Lumination	Paid by Check #35776		02/10/2022	04/01/2022	04/01/2022		04/01/2022	346.50
475389	Y&H Encroachment Permit Inspections	Paid by Check #35776		02/10/2022	04/01/2022	04/01/2022		04/01/2022	2,837.00
			Vendor 1067 - Yamabe & Horn Engineering Inc. Totals				Invoices	4	\$12,033.25
Vendor Marc Jones Construction, LLC DBA Sunpro Solar									
2021-774	Contractual	Paid by Check #35777		03/22/2022	04/01/2022	04/01/2022		04/01/2022	170.00
			Vendor Marc Jones Construction, LLC DBA Sunpro Solar Totals				Invoices	1	\$170.00
Vendor Sunrun Installation Services, Inc.									
2021-692	Contractual	Paid by Check #35778		03/22/2022	04/01/2022	04/01/2022		04/01/2022	170.00
			Vendor Sunrun Installation Services, Inc. Totals				Invoices	1	\$170.00
			Grand Totals				Invoices	101	\$301,668.87

Department: CITY ATTORNEY

April 12, 2022

To: Mayor and City Council

From: David Yanez, City Attorney

Subject: Urgency Ordinance No. 2022-04 Adding Section 190, "Prohibited Activities in Public Parks and Recreation Facilities" to Title 9, Chapter 48 Public Parks of the Dinuba Municipal Code (DY)

RECOMMENDATION

Council adopt Urgency Ordinance No. 2022-04 Adding Section 190, "Prohibited Activities in Public Parks and Recreation Facilities" to Title 9, Chapter 48 Public Parks of the Dinuba Municipal Code.

EXECUTIVE SUMMARY

This urgency ordinance adds language and provides clarification regarding the enforcement of camping, and other specified activities, in City Parks and City recreational facilities. The urgency ordinance also attempts to improve compliance with recent federal case law regarding the enforcement of restrictions against camping and sleeping in public parks.

OUTSTANDING ISSUES

None.

DISCUSSION

The goal of this urgency ordinance, which is attached herein as 'Attachment A', is to provide clarification regarding the enforcement of camping, and other specified activities, in City Parks and City recreational facilities. The urgency ordinance also attempts to improve compliance with recent federal case law (Martin v City of Boise, 920 F. 3d 584 (9th Cir. 2019)) regarding the enforcement of restrictions against camping and sleeping in public parks, and other activities such as alcohol consumption and fires in City parks and recreational facilities.

Section 2 of this urgency ordinance provides definitions for terms such as "Abandoned Personal Property", "Available Shelter", "Camping", and "Personal Property". The goal of this section is to provide clarification and aid enforcing officers in defining the parameters of their authority to enforce this ordinance.

Section 3 prohibits camping in City parks and recreational facilities. This section allows the City to remain in compliance with current federal case law, and provides clear language regarding the prohibition of camping in City parks and recreational facilities.

Section 4 of the urgency ordinance provides detailed procedures for the impoundment of personal property being stored in public parks. These procedures rely on the definitions of personal property and abandoned personal property and the section also complies with constitutional rights against unreasonable searches and seizures of personal property.

The remaining sections reasonably prohibit fires from being started in City parks and recreational facilities as well as alcohol from being consumed in these locations. Staff felt it prudent for clarification purposes to include a prohibition on alcohol at these locations, which is consistent with section 11.12.180 of the Dinuba Municipal Code which prohibits alcohol from being consumed in public places.

This urgency ordinance will expire in 45 days after adoption by City Council. Staff anticipates that a permanent ordinance will be introduced within the 45 day effective period of this urgency ordinance. Staff recommends Council adopt Urgency Ordinance No. 2022-04 Adding Section 190, “Prohibited Activities in Public Parks and Recreation Facilities” to Title 9, Chapter 48 Public Parks of the Dinuba Municipal Code.

FISCAL IMPACT

None.

PUBLIC HEARING

None required due to ordinance being an urgency/interim ordinance per Government Code §36934.

ATTACHMENTS:

Description

[A. Urgency Ordinance No. 2022-04](#)

ORDINANCE NO. 2022-04

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DINUBA ADDING SECTION 190, "PROHIBITED ACTIVITIES IN PUBLIC PARKS AND RECREATION FACILITIES" TO TITLE 9, CHAPTER 48 PUBLIC PARKS OF THE DINUBA MUNICIPAL CODE

WHEREAS, Article XI, § 7 of the California Constitution empowers cities with regulatory authority to protect the public health, safety and welfare and the City of Dinuba is currently experiencing an increase of encampments in public parks which is negatively impacting the overall welfare of the community; and

WHEREAS, recent activities in public open spaces are not consistent with the intended use of City parks and an increase of illegal activities, serious fire safety concerns, major impacts related to human and animal waste and accumulation of trash, vandalism, and related nuisance conditions, are currently impacting the enjoyment of City parks by the City's residents; and

WHEREAS, the above stated impacts are borne by the City of Dinuba in the form of financial costs expended on legal enforcement and abatement and these resources being unavailable for other urgent purposes and needs of the City of Dinuba; and

WHEREAS, it is the purpose and intent of the City Council to provide standards for the use of public parks and recreation facilities which are intended to be as compatible as possible with the protection and preservation of health, safety, and welfare of the inhabitants of the City of Dinuba; and

WHEREAS, this urgency ordinance is necessary as an emergency measure for protecting public health, safety and welfare, and therefore it may be introduced and adopted at the same meeting and shall take effect immediately if passed by at least four (4) affirmative votes.

NOW THEREFORE, The City Council of the City of Dinuba does ordain as follows:

SECTION 1. PURPOSE AND APPLICATION.

A. The purpose and intent of this urgency ordinance is to protect and preserve the community enjoyment of park and recreation facilities and to prohibit activities and behavior which interfere with this objective to the detriment of the public health, welfare and safety.

B. This urgency ordinance shall apply to conduct in public park/recreation areas and be enforceable notwithstanding any valid exceptions as stated in the Dinuba Municipal Code.

SECTION 2. DEFINITIONS.

For the purpose of this urgency ordinance, the following terms are defined as follows:

- A. "ABANDONED PERSONAL PROPERTY" means personal property, to which the owner surrenders, relinquishes or disclaims all right, title, claim and possession, with intention of not reclaiming it or resuming its ownership, possession or enjoyment. Indicia of abandoned personal property shall include, but not be limited to, the act of leaving the personal property in a public park/recreation area so that it may be appropriated by the next comer.
- B. "ALCOHOLIC BEVERAGES" as used herein means and includes alcohol, spirits, liquor, wine, beer, and every liquid or solid containing alcohol, spirits, wine, or beer, and which contains one-half of one percent or more of alcohol by volume and which is fit for beverage purposes either alone or when diluted, mixed, or combined with other substances.
- C. "AVAILABLE SHELTER" means a public or private shelter or similar accommodation, with an available overnight space, open to an individual or family unit experiencing homelessness, at no charge. A shelter shall not be considered available when the individual cannot occupy said space due to overcapacity, exhaustion of stay limitations,

or when religious observance is required as a condition of gaining shelter. If the individual refuses available shelter or otherwise cannot utilize the available shelter space due to voluntary actions including, but not limited to, intoxication, drug use, unruly behavior, or violation of shelter rules, the overnight shelter space shall be considered available.

- D. "CAMP," "CAMPING" or "CAMPING FACILITIES" means placing, setting up or utilizing camping equipment such as tents, tarpaulins, temporary shelters whether commercially produced or improvised from random materials, cooking facilities, hammocks, ground cover, bedding, sleeping bags or other equipment of a similar nature used for living accommodation or lodging purposes in the outdoors. Camping does not include use of umbrellas or sun shades during the time the park is open to the public or the use of temporary structures pursuant to a permit issued pursuant to this chapter. An activity shall constitute camping when it reasonably appears, in light of all the circumstances, the participants in conducting these activities are in fact using the area as a sleeping or living accommodation regardless of the intent of the participants or the nature of any other activities in which they may also be engaging. "Camping" shall not include merely sitting, lying or sleeping outside in a public park/recreation area or the use of a blanket, towel or mat in a public park/recreation area during the time the park is open to the public.
- E. "CAMP EQUIPMENT" or "CAMP PARAPHERNALIA" means tents, tarpaulins, lean-tos, huts, cardboard boxes, or similar make-shift temporary shelters constructed from random materials, as well as cooking facilities, hammocks, ground cover, bedding, sleeping bags, or other similar equipment used for living in the outdoors.
- F. "PARK and RECREATION FACILITIES" and "PUBLIC PARK/RECREATION AREAS" means all parks and their associated open spaces, pedestrian and biking trails, park amenities, buildings and recreation centers used by the public within the boundaries of the city limits of the city, and which are owned, operated and/or maintained by the city.
- G. "PERSONAL PROPERTY" means tangible personal belongings or possessions, which shall include any movable or tangible thing that is subject to ownership; property or chattels that can be seen, weighed, measured, felt, or touched, including, but not limited to, furniture, appliances, camping facilities, camping paraphernalia, money, and/or books.
- H. "TENT" means shelter or structure that is not entirely open on all sides.

SECTION 3- CAMPING IN PARKS AND RECREATION FACILITIES PROHIBITED.

- A. It is unlawful and a public nuisance for any person to establish, maintain, or operate a camp or occupy camp facilities, and to utilize camping equipment or camping paraphernalia while camping or occupying camping facilities, in any City of Dinuba park and/or City of Dinuba

recreation facility. "Establish" means setting up or moving camping equipment or camp paraphernalia in park and recreation facilities to camp or operate camp facilities. "Maintain" means keeping or permitting camping equipment or camping paraphernalia to remain in a park or recreation facility in order to camp or operate camping facilities. "Operate" means participating or assisting in establishing or maintaining a camp or camping facilities.

B. An individual or family unit experiencing homelessness may not be cited for violation of Subsection (A) between the hours of 10:00 p.m. and 6:00 a.m. unless it is confirmed that there is available shelter as defined in Section 2 of this urgency ordinance.

C. Notwithstanding the exemption provided for in subsection B., camping facilities, camping equipment, and camping paraphernalia may not be affixed or attached to, or constructed upon or with, or otherwise located within ten (10) feet from, any park amenities.

D. Camping may be permitted in park and recreation facilities in conjunction with any city sponsored and approved event.

SECTION 4- STORAGE OF PERSONAL BELONGINGS PROHIBITED.

A. It shall be unlawful and a public nuisance for any person to store personal property in any public park/recreation area, except as otherwise approved in writing by the City Manager or designee or by resolution of the City Council. Personal property stored in public park/recreation areas in violation of this section shall be impounded pursuant to the requirements of this section. Any personal property left in any public park/recreation area at the time the public park/recreation area is closed to the public, whether or not the personal property is unattended, shall be immediately impounded, pursuant to this section. Notwithstanding these prohibitions, an individual or family unit experiencing homelessness may not be cited for violation of this section between the hours of 10:00 p.m. and 6:00 a.m. unless it is confirmed that there is available shelter as defined in Section 12.32.010.

B. The provisions of this section shall not apply to abandoned personal property, which shall be disposed of forthwith.

C. The Chief of Police or the City Manager, or their designees, are authorized to impound personal property pursuant to the provisions this section, and shall make provisions for the receipt and safekeeping of personal property coming into his or her possession pursuant to this section. A receipt shall be issued to the person delivering such personal property, unless the personal property was found in the course of employment by an employee of the city. The Chief of Police or the City Manager, or their designees, shall notify the owner of the personal property if his or her identity is reasonably ascertainable, or, if the identity of the owner is not reasonably ascertainable, cause a notice to be left in a prominent place on or near the location of the personal property for any personal property impounded pursuant to this section, advising that the city is in possession of the personal property and the location where it may be claimed.

D. Notice prior to impoundment.

1. Stored personal property may be impounded without notice if there is a reasonable belief that it is abandoned, presents an immediate threat to public health or safety, is evidence of a crime, is evidence in a criminal investigation, or is contraband.
2. The city may erect signs in public parks/recreation areas stating that any personal property stored in those areas will be impounded. Those signs shall serve to provide the notice required by this section. Signs and amount of notice will comply with applicable state and federal law.
3. If neither subsection (1) nor subsection (2) applies, personal property unlawfully stored in public parks/recreation areas shall be impounded only after a clearly understandable notice is provided to the owner of the personal property or left at or near the location of the personal property advising that the personal property will be impounded if it is not removed. This notice will specify a date and time when the personal property will be impounded if it is not removed. The notice shall also state the legal authority for the impoundment of the property and the specific location of where the impoundment will occur.

E. If, after any notice required by subsection D. is given, personal property remains unlawfully stored in a public park/recreation area, that personal property may be impounded. The person impounding the personal property shall leave a notice in a conspicuous place at or near where the personal property was located prior to being impounded, advising where the personal property is being kept and when and where it may be claimed by its owner.

F. Personal property coming into possession of the city pursuant to this section shall be deposited in a safe place for a period of at least ninety (90) days. If the personal property consists of money, it shall be deposited with the Finance Director or designee for a period of not less than ninety (90) days, unless sooner claimed by its owner. In the event the personal property or money is not claimed within ninety (90) days, it shall be deemed to be abandoned personal property, subject to disposition as provided in this section.

G. During the time that any personal property is held by the city, it may be delivered or paid to its owner as follows:

1. The personal property shall be delivered upon proof of ownership satisfactory to the Chief of Police or the City Manager, or their designees, after ten (10) days' notice by mail to any other person(s) who have asserted a claim of ownership at any address given by such person(s).
2. If the personal property consists of money, it shall be paid to the owner upon written order from the Chief of Police or the City Manager, or their designees, to the Director of Finance. The Chief of Police or City Manager, or their designees, shall make such order upon the same proof of ownership and with the same notice as prescribed in the case of personal property.

3. If ownership cannot be determined to the satisfaction of the Chief of Police or the City Manager, or their designees, he or she may refuse to deliver the personal property or refuse to order the payment of such money to anyone until ordered to do so by a court of competent jurisdiction.

H. Upon expiration of the ninety-day period, any personal property received by the city and not delivered to the owner may be appropriated to the use of the city upon order of the City Manager or his or her designee, on his or her finding that the personal property is needed for a public use, and any personal property not appropriated to city use may be disposed of or sold at public auction to the highest bidder. All unclaimed money received by the Chief of Police, and not delivered to the owner during the ninety-day period, shall thereafter be deposited in the general fund.

I. Subject to the provisions of subsection I. below, any personal property coming into the possession of the Chief of Police or designee may be disposed of immediately and without notice, in a manner that the Chief of Police or designee determines to be in the public interest, when such personal property is perishable, contraband, or constitutes an immediate threat to the public health or safety.

J. The provisions of this chapter shall not apply to real or personal property or money subject to confiscation pursuant to state or federal law, to personal property that constitutes evidence of a crime, evidence in an ongoing criminal investigation and/or civil proceeding pursuant to state or federal law.

SECTION 5- TENTS AND OTHER ENCLOSED TEMPORARY STRUCTURES PROHIBITED

A. It is unlawful for any person to set up and utilize a tent or similar temporary shelter or improvised make-shift structure from random items, that is not open on all sides in a public park/recreation area, except as when authorized by a permit issued pursuant to Article 2. Only the use of umbrellas or sun shades is permissible in a public park/recreation area.

B. Notwithstanding these prohibitions, an individual or family unit experiencing homelessness may not be cited for violation of this section between the hours of 10:00 p.m. and 6:00 a.m. unless it is confirmed that there is available shelter as defined in Section 2 of this urgency ordinance.

SECTION 6- POSSESSION AND CONSUMPTION OF ALCOHOL PROHIBITED

A. The purpose of this section is to prohibit the possession and consumption of all alcoholic beverages in all city parks and recreation facilities except in specially designated city parks with a permit.

B. It is unlawful for any person to possess and/or consume any alcoholic beverage within the boundaries of every public park/recreation area. The City Manager or designee may maintain a listing of the park and recreation facilities where possession and consumption of alcoholic beverages may be allowed with a valid permit issued by the City of Dinuba.

SECTION 7. FIRES PROHIBITED IN PARKS.

A. No person shall kindle or build a fire in any park or recreation facility, including the use or portable fire rings or any other receptacle or park amenity for the purpose of creating or containing a fire, unless prior written permission is obtained from the City of Dinuba. A fire that is lighted and maintained in a barbecue grill being utilized for cooking purposes only, and only in designated areas, shall be exempt from this prohibition. Installed park grills are designed for charcoal based cooking, and no other flammable material may be used in them. Grill fires shall be completely extinguished before leaving the park and recreation facility. Fires solely for the purpose of personal warmth are not allowed, and park grills shall not be used as a trash receptacle.

SECTION 8. PENALTY.

A. Any person violating the provisions of this urgency ordinance shall be guilty of a misdemeanor and subject to the penalties set forth in section 1.16.015 of the Dinuba Municipal Code. At present, pursuant to Government Code Section [36901](#), the maximum penalty for a misdemeanor is a fine not exceeding one thousand dollars and imprisonment not exceeding six months, or both. (Ord. 96-2 § 2, 1996: Ord. 580 § 2, 1978)

The City Manager, Chief of Police, City Attorney or their designee shall have discretion to reduce said violation to an infraction subject to the penalties set forth in section 1.16.010 of the Dinuba Municipal Code.

SECTION 9. SEVERABILITY.

A. Each of the provisions of this ordinance is severable from all other provisions. If any article, section, subsection, paragraph, sentence, clause or phrase of this ordinance is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 10. PUBLICATION OF URGENCY ORDINANCE.

A. The City Clerk is hereby directed to cause a summary of this Ordinance to be published by one insertion in a newspaper of general circulation in the community at least five (5) days prior to adoption and again one week following its adoption. If a summary of the ordinance is published, then the City Clerk shall cause a certified copy of the full text of the proposed ordinance to be posted in the office of the City Clerk at least five days prior to the Council meeting at which the ordinance is adopted and again after the meeting at which the ordinance is adopted. The summary shall be approved by the City Attorney.

This Ordinance shall take effect and be in full force immediately following its adoption and shall continue for a period of 45 days (unless extended).

SECTION 11. ENVIRONMENTAL DETERMINATION.

A. The City Council finds that the adoption of implementation of this Ordinance are exempt from the provisions of the California Environmental Quality Act under Section 15061(b) (3) in that the City Council finds there is no possibility that the implementation of this Ordinance may have significant effects on the environment.

The foregoing Ordinance No. 2022-04 was introduced, adopted and passed at a regular meeting of the City Council of the City of Dinuba on the 12th day of April, 2022, by the following vote:

PASSED AND ADOPTED this 12th day of April, 2022 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Linda Launer, Mayor

ATTEST:

Maria Alaniz, Interim City Clerk