



CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, March 10, 2020 / 6:30 PM / City Hall / 405 East El Monte Way, Dinuba

District 1	District 2	District 3	District 4	District 5
Emilio Morales Council Member	Maribel Reynosa Council Member	Armando Longoria Vice Mayor	Kuldip Thusu Mayor	Linda Launer Council Member

All attendees are advised that electronic devices should be placed on silent upon entering the Council Chambers.

1. OPENING CEREMONIES

- 1.1. Welcome and Call to Order
- 1.2. Invocation
- 1.3. Pledge of Allegiance

2. AGENDA CHANGES OR DELETIONS

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

3. REQUEST TO ADDRESS COUNCIL

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

4. CONSENT CALENDAR

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

4.1. SUBJECT

Exchange of FY 2019-20 Low Carbon Transit Operations Program Funds (LCTOP) with the City of Visalia (IH)

RECOMMENDATION

Council approve the transfer of FY 19-20 Low Carbon Transit Operations Program (LCTOP) funds in the amount of \$49,117 to the City of Visalia in exchange for receipt of an equal amount (less 5% administrative fee) in Local Transportation Funds (LTF).

4.2. SUBJECT

Notice of Completion - Dinuba Police Station and Court House Reroof Project (JW)

RECOMMENDATION

Council to accept the Dinuba Police Station and Court House Reroof Project (Project) as complete and authorize the City Engineer to file a Notice of Completion with the Tulare County Recorder's Office.

4.3. SUBJECT

Authorization to Execute Amendment No. 1 to Agreement with Self Help Enterprises for Administration of Housing Programs (IH)

RECOMMENDATION

Council authorize the City Manager or his designee to execute Amendment Number 1 to the Consulting Services Agreement with Self Help Enterprises, extending the agreement term for an additional two years.

4.4. SUBJECT

Dinuba Chamber of Commerce Silver Level Sponsorship for the 12th Annual Golf Tournament on April 10, 2020 (LB)

RECOMMENDATION

Council approve Silver level sponsorship in the amount of \$1,000 for the 12th annual Dinuba Chamber of Commerce Golf Tournament scheduled to be held on Friday, April 10, 2020, at Ridge Creek Golf Course.

4.5. SUBJECT

Proclamation No. 2020-01 "Relay Under the Stars" Dinuba Relay for Life Event (LB)

RECOMMENDATION

Council adopt Proclamation No. 2020-01 in support of the annual American Cancer Society Relay for Life 2020 event, "Relay Under the Stars."

4.6. SUBJECT

City Council Meeting Minutes, February 25, 2020 (LB)

RECOMMENDATION

Council to review and approve the City Council meeting minutes of February 25, 2020 as presented.

5. WARRANT REGISTER

5.1. SUBJECT

Warrant Register February 28 and March 6, 2020 (MM)

RECOMMENDATION

Council to review and approve the warrant register as presented.

6. MAYOR/COUNCIL REPORTS

7. CITY MANAGER COMMUNICATIONS

8. CITY STAFF COMMUNICATIONS

9. ADJOURNMENT

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

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

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



City Council Staff Report

Department: PUBLIC WORKS

March 10, 2020

To: Mayor and City Council

From: Ismael Hernandez, Public Works Director

By: George Avila, Business Manager

Subject: Exchange of FY 2019-20 Low Carbon Transit Operations Program Funds (LCTOP) with the City of Visalia (IH)

RECOMMENDATION

Council approve the transfer of FY 19-20 Low Carbon Transit Operations Program (LCTOP) funds in the amount of \$49,117 to the City of Visalia in exchange for receipt of an equal amount (less 5% administrative fee) in Local Transportation Funds (LTF).

EXECUTIVE SUMMARY

The City of Dinuba has for several years exchanged Low Carbon Transit Operation (LCTOP) funds with the City of Visalia in exchange for Local Transportation Funds (LTF). The City wishes to continue this arrangement by exchanging \$49,117 in LCTOP funds apportioned for Fiscal Year 2019/20. The City participates in this exchange because LTF funds have a lot more expenditure flexibility and can be used for any street related purpose. The LCTOP funds are more restrictive and are exclusive to transit services.

OUTSTANDING ISSUES

None.

DISCUSSION

The Low Carbon Transit Operations Program (LCTOP) was created to provide operating and capital assistance for transit agencies. The stated objective of this program is to reduce greenhouse gas emissions and improve mobility, with a focus on serving disadvantaged communities. LCTOP projects support new or expanded bus or rail services, expand intermodal transit facilities, and may include equipment

acquisition, fueling, maintenance and other related costs.

The statutory requirements of this program are significant and can be onerous for small transit agencies such as Dinuba. In addition, expanding services or purchasing new capital for new programs is not warranted at this time given recent ridership trends. In an effort to retain as much operating discretion as possible and to maintain a transit service scope that is sustainable, the City has exchanged LCTOP money with the City of Visalia over the last several years. In return, the City of Visalia allocates an equal amount of their Local Transportation Fund (LTF) money to the City of Dinuba less 5% administrative fee. LTF money has fewer restrictions so agencies could use it on transit, street and/or equipment without all the burdensome administrative and reporting requirements of LCTOP funds. LTF money can also be used for existing operations and for capital maintenance.

If the City Council authorizes the subject exchange, staff will prepare a formal letter to the City of Visalia agreeing to the exchange of LCTOP funds in the amount of \$49,117.

FISCAL IMPACT

The City of Dinuba will transfer \$49,117 in LCTOP funds with the City of Visalia in exchange for \$46,661 in LTF funds. The difference of \$2,456 is a 5% administrative fee to process the requested transfer.

PUBLIC HEARING

None.



City Council Staff Report

Department: ENGINEER/PLANNING

March 10, 2020

To: Mayor and City Council

From: Jason Watts, City Engineer

Subject: Notice of Completion - Dinuba Police Station and Court House Reroof Project (JW)

RECOMMENDATION

Council to accept the Dinuba Police Station and Court House Reroof Project (Project) as complete and authorize the City Engineer to file a Notice of Completion with the Tulare County Recorder's Office.

EXECUTIVE SUMMARY

On October 8, 2019, the City Council approved award of the Dinuba Police Station and Court House Reroof Project to Akop Jack Elechyan dba Eagle Fire and Water Restoration, Inc. (Contractor) in the amount of \$460,000.00. The project was completed on February 11, 2020. The project contained four change orders that totaled \$50,319.00 due to insufficient existing infrastructure on the HVAC units, leaking gas valves, poor roof slope, and non existent curbs around existing infrastructure.

During the removal and installation of the new roof on the Police Station and Court House, the City of Dinuba experienced a major storm event during the early hours on November 27, 2019. Prior to the storm event, the Contractor took what he believed to be the necessary precautions to ensure no leaking occurred inside the building. Even though the Contractor took these precautions, the storm event ripped up all the plastic and other protective features causing the water to leak inside the building. The Contractor and City staff worked together to resolve the issue and minimize the impact to the Police Department and Court House.

OUTSTANDING ISSUES

None.

DISCUSSION

The Police Department and Court House building has been experiencing leaks during the winter seasons for the past few years and the existing roof has ultimately seen its useful life. In order to address this issue, the existing roof was planned to be torn down to the existing plywood and a new roof installed per current standards.

City Council on October 8, 2020 approved and awarded Additive Alternate #1 as part of the Contract total. The Additive Alternate #1 consisted of a 3 inch polyiso insulation layer that would increase energy efficiency and considerably minimize heat loss. With these improvements now completed, the Police Department and Court House will start experiencing lower utility bills directly related to heating and cooling of the building. The utility cost savings overtime will eventually pay for itself.

During the removal and installation of the roof on the Police Station and Court House, the City of Dinuba experienced a major storm event during the early hours on November 27, 2019. The Contractor installed safeguards in preparation for the expected storm, but even with the necessary precautions in place, the Police Department and Court House received significant water damage throughout the building. The damage consisted of the destruction of ceiling tiles, drywall, carpet, and other various items throughout both sides of the building. The total cost of the water damage ultimately equated to \$331,601.26. Due to the immediate urgency of the situation and having to keep both facilities open, the City contracted with Service Master and other various local service providers to repair the building.

The project specifications are explicitly clear when situations like this occur. The Contractor is and will be responsible for all damage, on or to the project, until formal acceptance of the work by City Council. Until the work is accepted, the Contractor is responsible for rebuilding, repairing, restoring, and addressing all damages and shall bear the expense thereof.

The Contractor was informed of the damage caused by the storm event and of the cost of the damage which was to be paid for by the City of Dinuba due to the urgency of the repairs. Additionally, the Contractor was made aware and acknowledged that he would be responsible for the costs associated with the water damage caused by the storm event and that all damage costs would be deducted from future progress payments.

As of February 11, 2020 the project and all the building repairs were completed. The Building Official confirmed that the work was completed consistent with the approved plans and specifications. Even though final acceptance will relieve the Contractor of the responsibility to continue to protect the work, the Contractor is still required to provide a workmanship warranty for 5 years and a 15 year manufacturer warranty. The warranty time frame will commence upon City Council acceptance of the project. Pursuant to industry standards a 5% contract retention was withheld on all invoices received. Payment of this retention will be released 35 days after the Notice of Completion is recorded with the Tulare County Recorder's Office. A copy of the Notice of Completion is enclosed herein as Attachment 'A'.

FISCAL IMPACT

The initial construction cost was \$460,000 and included four changes orders totaling \$50,319.00 for a total construction cost of \$510,319.00. The total project cost will be shared with the Tulare County Judicial Council per the Lease Agreement (Attachment 'B') approved as part of Resolution 2018-48. The Tulare County Judicial Council will pay 42.89% and the City of Dinuba will pay the remaining 57.11% of the project cost. The City's shared cost will be funded through local funds that were already allocated in the FY 19/20 budget. There is no cost associated with filing the Notice of Completion.

PUBLIC HEARING

None.

ATTACHMENTS:

- A. Notice of Completion
- B. Lease Agreement

RECORDING REQUESTED
AND RETURN TO:

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

No Fee per Government Code 6103

NOTICE OF COMPLETION

NOTICE IS HERE BY GIVEN:

1. That the City of Dinuba, a Municipal Corporation, whose address is 405 E. El Monte Way, Dinuba, California, is the owner of the real property, public works or structure hereinafter described.

2. That on the 11th of February 2020, a work of improvements on real property hereinafter described was completed pursuant to a Contract to which Chapter 5 of Part I of Division 5, of the Public Contract Code applies.

3. That the name of the Contractor who performed said work of improvements pursuant to said Contract with the City of Dinuba is Akop Jack Elechyan dba Eagle Fire and Water Restoration, Inc. The surety is Capitol Indemnity Corporation at 2122 N. California Boulevard #300 Walnut Creek, CA 94596.

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

**City of Dinuba
Dinuba Police Station and Court House Reroof Project**

The project consisted of the removal and replacement of the existing roof on the Dinuba Police Station and the Tulare County Court House.

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

Dated: _____, 2020

CITY OF DINUBA
A Municipal Corporation

By _____
Jason Watts, PE Dinuba City Engineer

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

STATE OF CALIFORNIA)
) SS
COUNTY OF TULARE)

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

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

**LEASE BETWEEN CITY OF DINUBA
AND JUDICIAL COUNCIL OF CALIFORNIA**

This LEASE ("**Lease**") is made and entered into on this 23rd day of August, 2018 ("**Effective Date**"), by and between the CITY OF DINUBA, a public body corporate and politic, duly organized under the laws of the State of California (the "**Lessor**") and JUDICIAL COUNCIL OF CALIFORNIA (the "**Lessee**"). Lessee and Lessor may hereinafter be collectively referred to as the "**Parties**" or individually as a "**Party**." This Lease is entered into with reference to the following facts:

RECITALS

A. On December 8, 2009, the Parties previously entered into a Memorandum of Understanding ("**MOU**") along with the County of Tulare ("**County**") regarding the real property identified as Assessor's Parcel Numbers 017-201-002, 017-201-003, 017-201-004, 017-201-005, 017-201-006, 017-201-007, and 017-201-008, comprising approximately 1.38 acres of land (the "**Land**"), together with all improvements thereon and easements and appurtenances thereto (the "**Real Property**"), as further described on **Exhibit "A"** to this Lease and as depicted on **Exhibit "B"** to this Lease. The improvements located on the Land include, but are not limited to: (1) the 8,817 square foot trial court facility (the "**Dinuba Courthouse**") currently occupied and used by the Superior Court of California, County of Tulare (the "**Court**"), and (2) the 11,739 square foot city police station (the "**Police Station**") currently occupied and used by the City of Dinuba Police Department.

B. Subsequent to entering into the MOU, the County relinquished all of its interest in the Real Property, pursuant to the Agreement Transferring Ownership of Dinuba Courthouse and Police Station to City of Dinuba, dated September 12, 2017, and Lessor now owns the Real Property without any encumbrances.

C. The County conveyed ownership of the Real Property, subject to the right of the County and the Administrative Office of the Courts to continue to occupy the Dinuba Courthouse without payment of rent so long as regular court sessions shall continue to be conducted in the Dinuba Courthouse.

D. On July 29, 2014, the Judicial Council of California amended rule 10.81 of the California Rules of Court to substitute the Judicial Council for the "Administrative Office of the Courts" or the "AOC" in all contracts, memoranda of understanding, and other legal agreements, documents, proceedings, and transactions, with no prejudice to the substantive rights of any party.

E. Pursuant to this Lease, the Court will utilize the Dinuba Courthouse to conduct court operations and regular court sessions.

F. Lessor, Lessee, and the County are terminating the MOU concurrent with the execution of this Lease.

G. In place of the MOU, the Parties desire to enter into this Lease for the benefit of the Court.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows:

1. Definitions.

1.1. **“Building”** means the building on the Land in which the Dinuba Courthouse and Police Station are located, and all connected or related structures and improvements and all Building Equipment.

1.2. **“Building Equipment”** means all installed equipment and systems that serve the Building, including the exterior lighting and the generator, but excluding the security system that serves the Building.

1.3. **“Common Area”** means the Parking Area, Grounds Area, the roof system of the Building, exterior walls, and exterior windows and doors of the Building, the Building Equipment, and the security system serving the Building.

1.4. **“Contractors”** means all third-party contractors, vendors, service providers, and all levels of subcontractors, and their respective employees, consultants, and representatives, that provide goods, services, or supplies to the Real Property with respect to the Operation of the Real Property.

1.5. **“Contributing Party”** means: (a) Lessee with respect to the Operation of the Parking Area, the Grounds Area, the roof system of the Building (both prior to and after the Roofing Project), and the security system serving the Building, and (b) Lessor with respect to the Operation of the remaining portions of the Common Area.

1.6. **“Grounds Area”** means the portion of the Land outside of the Building.

1.7. **“Lessee Claim”** means any demand, complaint, cause of action, or claim related to the period on and after the Effective Date, alleging or arising from acts, errors, omissions, or negligence of the Court in the administration and performance of judicial operations in the Lessee Exclusive-Use Area (e.g., allegations of civil rights violations made by a third party against a Court employee).

1.8. **“Lessee Exclusive-Use Area”** means the 8,817 square foot Dinuba Courthouse exclusively occupied and used by the Court, as depicted on **Exhibit “B”** to this Lease.

1.9. **“Lessee Parties”** means Lessee and the Court, their political subdivisions, and their respective officers, agents, and employees.

1.10. **“Lessee Share”** means 42.89 percent.

1.11. **“Lessor Exclusive-Use Area”** means the 11,739 square foot Police Station exclusively occupied and used by Lessor, as depicted on **Exhibit “B”** to this Lease.

1.12. **“Lessor Parties”** means the Lessor, its political subdivisions, and their respective officers, agents, and employees.

1.13. **“Lessor Share”** means 57.11 percent.

1.14. **“Liability Claim”** means any demand, complaint, cause of action, or claim alleging (1) bodily injury to or death of third parties (excluding any employees of Lessee Parties or Lessor Parties acting within the scope of their employment as such) in, on, or about the Real Property, and (2) damage to or destruction of personal property of a third party (other than personal property of a Lessee Party or a Lessor Party) in, on, or about the Real Property, but excludes all Lessee Claims.

1.15. **“Managing Party”** means: (a) Lessor with respect to the Operation of the Parking Area, the Grounds Area, the roof system of the Building (both prior to and after the Roofing Project), and the security system serving the Building, and (b) Lessee with respect to the Operation of the remaining portions of the Common Area.

1.16. **“Operation”** means the administration, management, maintenance, and repair of designated areas of the Real Property, but does not include custodial services, which are not governed by this Lease.

1.17. **“Owner”** means Lessor who owns fee title to the Real Property.

1.18. **“Parking Area”** means the parking spaces located within the secured Sally Port and the parking spaces located on the Land adjacent to the Building.

1.19. **“Shared Costs”** means: (a) the cost of owned or rented capital replacement items, improvements, equipment, and repairs in or benefiting the Common Area; (b) the cost of normal, day-to-day Operation of the Common Area including the cost of Utilities provided to the Common Area, and the cost of maintaining Equipment Permits (but excluding any late fees, interest, penalties, or other charges arising from the Managing Party’s failure to timely pay those costs or keep the Equipment Permits in effect); and (c) the cost of Utilities provided to the Exclusive-Use Areas, if Utilities are not separately metered for the Exclusive-Use Areas. Shared Costs do not include: (i) any cost that is primarily for the purpose of benefiting a Party’s Exclusive-Use Area; (ii) overtime charges or late fees related to any item that would otherwise be a Shared Cost, unless those overtime expenses or late fees are pre-approved by both Parties; (iii) any fees, fines, penalties, interest, or other charges arising from the Operation of the Real Property in a negligent manner or a manner that does not comply with Law; or (iv) any property insurance costs related to the Building.

2. Lease and Term.

2.1. Lease. Lessor hereby leases to Lessee and Lessee leases from Lessor the Lessee Exclusive-Use Area, together with all improvements therein pursuant to the terms and conditions of this Lease.

2.2. Term. The term of this Lease shall commence upon the Effective Date and continue for three (3) years following the Effective Date and continue to automatically renew every three years for an additional three (3) year term for each renewal period (“Renewal Term(s)”), unless Lessee provides Lessor written notice of its intent not to renew the Lease at least ninety (90) days in advance of the end of the current Renewal Term. The Parties agree that as long as (i) the Court is not closed pursuant to either sections 2.3(a) or 2.3(b) of this Lease, and (ii) Lessee is paying its share of Shared Costs as provided for under this Lease, Lessor will have no right to terminate this Lease, and the Lease shall automatically renew for up to the greater of the following: (a) 55 years as allowed under Civil Code section 718, or (b) any number of years in excess of 55 years as authorized by any successor legislation to Civil Code section 718.

2.3. Termination of Lease.

(a) Closure of Dinuba Courthouse pursuant to Government Code section 68106. This Lease shall terminate ninety (90) days after the Court closes the Dinuba Courthouse, including both the courtroom and the clerk’s office, pursuant to Government Code section 68106 or its successor section.

(b) Closure of Dinuba Courthouse in Absence of Government Code section 68106. In the event that Regular Court Sessions are no longer conducted in the Dinuba Courthouse and Government Code section 68106 or its successor section is no longer in existence; this Lease shall terminate after thirty (30) days written notice from Lessor to

Lessee and the Court. In the event that the Court reinstates Regular Court Sessions during the thirty (30) day notice period, the termination of the Lease shall not be effective and the Lease shall continue in full force and effect with no interruption to the term of the Lease. For purposes of this provision, "Regular Court Sessions" means the regular and consistent provision of court proceedings before a Superior Court Judge or Court Commissioner in the Dinuba Courthouse, on a weekly basis, without interruption or cessation of court proceeding for a period exceeding sixty (60) continuous days.

3. Rent. In lieu of rent under this Lease, Lessee agrees to: (a) pay its share of Shared Costs as provided for under this Lease, and (b) perform any obligations with respect to Operations of the Real Property required by Lessee under this Lease.

4. Rights and Responsibilities.

4.1. Rights to Exclusive-Use Areas and Common Area. The Parties acknowledge that the Lessee Parties have the right to exclusively occupy and use the Lessee Exclusive-Use Area, and Lessor Parties has the right to exclusively occupy and use the Lessor Exclusive-Use Area. In addition, the Lessee Parties and the Lessor Parties have the non-exclusive right to occupy and use the Common Area as provided for under this Lease.

4.2. Responsibilities for Exclusive Use Areas and Common Areas.

4.2.1. Exclusive-Use Areas. Each Party is responsible for the Operation of its respective Exclusive-Use Area at its sole cost and expense. Each Party may, at their sole cost and expense, without contribution from the other Party, make alterations and additions to its Exclusive-Use Area, as long as those alterations and additions do not unreasonably interfere with the other Party's use of, or ingress to and egress from, its Exclusive-Use Area or the Common Area.

4.2.2. Common Area. Lessor shall be responsible for the Operation of the Parking Area, the Grounds Area, the roof system of the Building (both prior to and after the Roofing Project), and the security system serving the Building, subject to Lessee's obligation to reimburse Lessor for 42.89% of the actual costs and expenses relating to the Operation of the Parking Area, the Grounds Area, the roof system of the Building (both prior to and after the Roofing Project), and the security system serving the Building, in accordance with the terms of this Lease. Lessee shall be responsible for the Operation of the remaining portions of the Common Area not listed in the preceding sentence ("**Common Area Operation**") of the Real Property, subject to Lessor's obligation to reimburse Lessee for 57.11% of the actual costs and expenses for the Common Area Operation, in accordance with the terms of this Lease.

4.2.3. Parking. Lessee Parties shall have the right to use the following parking spaces: (a) one secured parking space reserved for use by the Court's judge

located within the sally port; (b) one secured parking space reserved for use by the Court's bailiff located within the sally port; (c) two secured parking spaces designated for use by law enforcement personnel for prisoner transport located within the sally port; (d) two reserved parking spaces for use by Court staff and employees (also known as "Green Zone Parking"); and (e) 65 parking spaces (including four parking spaces reserved for vehicles displaying a valid "disabled person" license or placard) for use by Court and Lessee staff, employees, invitees, licensees, jurors, and members of the public, on a first-come, first-served basis, all as shown on the site plan attached as **Exhibit "B"** to this Lease.

5. Shared Costs.

5.1. Payment of Estimated Shared Costs. The Managing Party for each of their respective areas of responsibility regarding the Common Area (i.e. the Lessor with respect to the Operation of the Parking Area, the Grounds Area, the roof system of the Building (both prior to and after the Roofing Project), and the security system serving the Building, and Lessee with respect to the Operation of the remaining portions of the Common Area) will make timely, direct payment of all Shared Costs owed to third parties, and the Contributing Party with respect to such work is responsible to reimburse the Managing Party for its Share of all Shared Costs under this section 5. Within 90 days after the Effective Date, and within 30 days after the first day of each fiscal year thereafter, the Managing Party for their respective areas of responsibility with respect to the Common Area will deliver to the Contributing Party a statement (the "**Estimate Statement**") itemizing the Estimated Shared Costs for that Managing Party's area of responsibility with respect to the Common Area, which the Contributing Party will either comment on or approve within 30 days. If the Contributing Party disapproves any of the Estimated Shared Costs in the Estimate Statement, the Parties will promptly meet and discuss the reason for the disapproval. If the Parties reach agreement with respect to all Estimated Shared Costs, the Managing Party for that area of responsibility will, if necessary, revise the Estimate Statement, which both Parties will approve. The Contributing Party is not obligated to make any payments of its Share of the Shared Costs until it has approved the Estimate Statement in writing. However, until the Contributing Party approves the Estimate Statement, it will pay its Share of the Shared Costs based on the Estimate Statement. Upon approving the Estimate Statement, the Contributing Party for that area of responsibility with respect to that portion of the Common Area will pay its Share of the Estimated Shared Costs based on the approved Estimate Statement, plus all additional amounts owed by the Contributing Party for the period during which the Parties were in the process of reaching agreement as to the Estimate Statement. Payment of Estimated Shared Costs will be made in equal quarterly installments on the first day of each fiscal quarter, subject to this Lease.

5.2. Payment of Actual Shared Costs. Within 30 days after the end of each fiscal quarter, the Managing Party for their respective areas of responsibility with respect to the Common Area will deliver to the Contributing Party a statement (the "**Quarterly Invoice**") itemizing the actual Shared Costs incurred during the previous fiscal quarter

(“Actual Shared Costs”). Within 30 days after a written request by the Contributing Party, the Managing Party will also deliver to the Contributing Party copies of supporting documents for any of the Actual Shared Costs shown on the Quarterly Invoice. If the Actual Shared Costs are less than the Estimated Shared Cost for the applicable fiscal quarter, the Managing Party will refund the amount overpaid to the Contributing Party within 30 days after the Managing Party’s delivery of the Quarterly Invoice, except that if the Contributing Party consents, the Managing Party may retain the overpayment and offset it against future amounts owed by the Contributing Party under this Lease. If the Actual Shared Costs are greater than the Estimated Shared Costs for the applicable fiscal quarter (**“Excess Costs”**), the Contributing Party will pay such Excess Costs to the Managing Party within 30 days after its receipt of the Quarterly Invoice, except that (a) if the Excess Costs are more than 10 percent of the Estimated Shared Costs for any fiscal quarter, or (b) if the Contributing Party has requested, but not received, supporting documents for any Excess Costs by 10 days prior to the date that payment is due, the Contributing Party will continue to make payment of its Share of the Shared Costs based on the Estimate Statement, but may defer payment of the Excess Costs (or, in the case of (b) above, the Excess Costs to which the supporting documents relate) for that fiscal quarter, until the Parties have met and reached an agreement regarding the amount of the Excess Costs. If the Parties are unable to reach agreement regarding the amount of the Excess Costs, the Parties shall resolve such dispute pursuant to the Dispute Resolution provisions set forth in Section 12.

5.3. Notice of Anticipated Excess Costs. Prior to incurring any Shared Cost that either Managing Party reasonably believes will result in an Excess Cost in an amount greater than 10 percent of the Estimated Shared Costs shown on the Estimate Statement, the Managing Party must give written notice to the Contributing Party describing the amount and reason for that Excess Costs. If the Contributing Party objects in writing to the Excess Costs within 30 days after receiving the Managing Party’s notice, the Parties must meet and confer, in person or by telephone, within 10 calendar days to resolve their dispute concerning the Excess Costs. If the Parties do not reach agreement concerning the Excess Costs during that meet and confer process, the Parties will promptly seek to resolve their dispute concerning the Excess Costs under the terms of section 12 of this Lease. If the Contributing Party does not respond to the Managing Party’s notice within 30 days of receiving the notice, the Managing Party may proceed with expenditure of the Excess Cost in the amount and for the purpose described in the notice, and the Contributing Party shall pay its Share of those Excess Costs.

5.4. Audit Rights. The Contributing Party may, at its sole cost and upon reasonable notice to the Managing Party, inspect the Managing Party’s books, records, and supporting documents concerning all Actual Shared Costs incurred for up to 12 calendar months prior to the date of the Contributing Party’s inspection. The Parties will cooperate reasonably with each other to ensure that the inspection is performed promptly and without undue interference to either Party. If, after its inspection, the Contributing Party disputes any Actual Shared Costs for the immediately-preceding 12 calendar months, the

Contributing Party may engage an independent certified public accountant, acceptable to both Parties, to audit the Managing Party's books and records to determine the amount of the Actual Shared Costs in dispute. The results of the audit will be binding on both Parties. If the audit reveals that the Contributing Party overpaid or underpaid Actual Shared Costs for a fiscal quarter, the Parties will make the payments necessary to resolve that overpayment or underpayment within 30 days following the completion of the audit. The cost of the audit shall be borne as follows: (a) the cost of the audit shall be paid solely by the Contributing Party if it is determined that the Contributing Party did not overpay their Actual Shared Cost for the 12 calendar months subject to the audit; (b) the cost of the audit shall be shared equally by the Parties if it is determined that the Contributing Party overpaid their Actual Shared Cost by not more than five percent (5%) for the 12 calendar months subject to the audit, or (c) the cost of the audit shall be paid solely by the Managing Party if it is determined that the Contributing Party overpaid their Actual Shared Cost by more than five percent (5%) for the 12 calendar months subject to the audit. The Contributing Party's payment of Shared Costs will not prevent it from disputing the accuracy of any Actual Shared Costs under this section 5.4.

6. Roofing Project. Notwithstanding anything else in this Lease to the contrary, the Parties desire to complete a roofing project for the Building ("**Roofing Project**") pursuant to this provision.

6.1. Scope of Work for the Roofing Project. The scope of work for the Roofing Project is described in the Scope of Work which is attached hereto as **Exhibit "C"** and incorporated herein.

6.2. Initial Roofing Project Budget. Lessor has obtained an estimate for the Roofing Project in the amount of \$196,000 ("**Initial Roofing Project Budget**"). The Initial Roofing Project Budget is set forth in **Exhibit "D"** and incorporated herein. As shown on Exhibit "D", the Initial Roofing Project Budget includes the following: (a) \$10,000 for preparation of plans/specifications and bid documents; (b) \$10,000 for contract administration; (c) \$160,000 for the construction costs; and (d) \$16,000 for estimated contingency costs relating to the construction.

6.3. Managing Party and Contributing Party for the Roofing Project. For purposes of the Roofing Project, Lessor shall be the Managing Party and Lessee shall be the Contributing Party. Except as otherwise stated herein, the Parties agree that Lessee's and Lessor's pro rata share of the Roofing Project shall be based on their percentage occupancy in the Building (57.11% Lessor; 42.89% charged to Lessee) for the Roofing Project Budget or the Contingency, as applicable.

6.4. Project Management and Administration. Lessor will administer and execute the Roofing Project by providing project management, including design and construction management for completion of the Roofing Project. The services include, but are not limited to, consultant selection, project programming, management of design and

construction contract document development, bidding and contract award, labor compliance certification, permitting, construction phase inspection services, maintenance of project files, negotiate contract changes, accept/reject work, interpret and enforce adherence to contract documents, building regulations, codes and laws, project closeout procedures, filing Notices of Completion and contractor claim/dispute resolution services. In addition, Lessor will contract with the construction contractors, suppliers, and installers to complete the Roofing Project and pay any legally required permit and third party review fees associated with the Roofing Project. Lessor will provide Lessee with a written monthly update of the Roofing Project's progress and financial status with appropriate documentation of work performed.

6.5. Project Schedule. Lessor will endeavor to complete the Roofing Project in accordance with the Project Schedule which is attached hereto as **Exhibit "E"** and incorporated herein. Lessor will give Lessee timely notice of any event of which it becomes aware respecting the completion of the Roofing Project which either could give rise to a claim or liability to either the Court or Lessee or requires action by Lessee in managing the Roofing Project.

6.6. Final Plans. To the extent that the final plans for the Roofing Project are not complete at the time of execution of this Lease, Lessor will direct Lessor's consultants and/or contractors to seek design input from Lessee. The final plans for the Roofing Project ("**Final Plans**") shall conform to: (1) Lessee's design input; and (2) the most recent plans provided to Lessee. Before proceeding with the bidding of the Roofing Project, Lessor shall obtain Lessee's written consent of the Final Plans, which Lessee shall not unreasonably withhold. Lessee's written consent of the Final Plans shall be interpreted and construed as acknowledgement that the Final Plans conform to (1) Lessee's design input; and (2) the most recent plans provided to Lessee. Lessee's written consent of the Final Plans shall not be interpreted or construed as a warranty of the Final Plans for any purpose including without limitation the constructability or for compliance with any building regulations, codes, or laws.

6.7. Formal Bid of Construction of the Roofing Project. Within thirty (30) days of full execution of this Lease or completion of the Final Plans, whichever is later, Lessor shall commence with competitively bidding the construction of the Roofing Project pursuant to applicable law. In the event that the bid amount for the lowest responsible bidder is \$160,000 or less, Lessor shall proceed with the Roofing Project without having to obtain any written consent from Lessee, however, if the bid amount for the lowest responsible bidder is greater than \$160,000, Lessor shall obtain written consent from Lessee before proceeding with the Roofing Project. If the bid amount for the lowest responsible bidder is between \$160,000 and \$190,000, Lessee may not unreasonably withhold its written consent, however, if the bid amount for the lowest responsible bidder is \$190,000 or greater, then Lessee shall have sole discretion as to

whether it gives its written consent to Lessor and Lessee may withhold its written consent for any reason whatsoever.

6.8. Establishment of Construction Contingency. At the time of the formal bidding of the construction of the Roofing Project, a contingency for the Roofing Project shall be established in the amount of 10% of the bid amount of the lowest responsible bidder for the Roofing Project ("**Contingency**"). For example, if the bid amount for the lowest responsible bidder was \$190,000, the Contingency for the Roofing Project shall be \$19,000. The Parties shall fund the Contingency based upon the parties' pro rata share of the Roofing Project.

6.9. Discretionary Change Orders. Either Party may request to implement discretionary design changes related to the Roofing Project, if the overall effect of the changes do not increase the costs to either Party, or if the requesting Party agrees in writing to pay any extra costs cause by the changes ("**Discretionary Change Orders**"), subject to the written consent of the non-requesting Party, which the non-requesting Party many not unreasonably withhold. Lessor agrees to implement Discretionary Change Orders subject to the restrictions in this section except as prohibited by the applicable building codes. For purposes of this paragraph, it shall be deemed a reasonable reason for either Party to withhold consent if the discretionary design changes desired by either Party either materially impacts the project schedule or if the overall effect of the changes increases the cost to the other Party.

6.10. Non-Discretionary Change Orders. Lessor will inform Lessee within one week, if not sooner, of any change orders necessitated by unforeseen conditions or permit requirements ("**Non-Discretionary Change Orders**"). All Non-Discretionary Change Orders will be paid out of the Contingency until the Contingency has been depleted, whereupon, the cost of the Non-Discretionary Change Order shall be apportioned and paid based upon Lessor's and Lessee's pro rata share of the Roofing Project as long as the Non-Discretionary Change Order is not the result of Lessor's negligence, errors or omissions (including Lessor's contractors and/or consultants). Prior to proceeding with a Non-Discretionary Change Order, Lessor will allow Lessee to review and approve in writing a Non-Discretionary Change Order which approval will not be unreasonably withheld as long as (a) the Non-Discretionary Change Order was not something that could have been reasonably foreseen (i.e. not unforeseen); or (b) not the result of Lessor's negligence, errors or omissions (including Lessor's contractors and/or consultants), in which case Lessor shall be fully responsible for such costs.

6.11. Payments for Roofing Project.

6.11.1. Lessor shall submit to Lessee, on a monthly basis, an invoice for Lessee's pro rata share of the Roofing Project costs paid by Lessor for the Roofing Project for the monthly period being invoiced ("**Invoice**"). Each Invoice shall include (i) a detailed breakdown of costs and supporting documentation including whether

the Invoice is attributable to: (A) the portion of the Roofing Project covered by the Roofing Budget; (B) the Contingency (i.e. a Non-Discretionary Change Order); or (C) a Discretionary Change Order, in which case the Invoice must include the agreed upon shares for that Discretionary Change Order; and (ii) a certification from the architect for the Roofing Project that the construction work which is being invoiced has been completed as of the date of the Invoice. Lessor shall provide Lessee with copies of each payment application from Lessor's general contractor and evidence of Lessor's payment of each payment application.

6.11.2. Within 45 days after receipt of an Invoice, if Lessee determines in good faith that the Invoice is accurate, Lessee will pay Lessor the sum included in the Invoice. The total amount that Lessee shall pay Lessor under this Lease is limited to the amount of the Total Roofing Project Budget unless Lessee has approved a Discretionary Change Order or a Non-Discretionary Change Order in accordance with this Lease. An event of default shall not occur if Lessee is unable to pay any because of the State of California's failure to timely approve and adopt a State budget (a "**Budget Delay**"). If Lessee fails to pay any invoice as a result of a Budget Delay, Lessee shall promptly pay any previously due and unpaid invoice upon approval and adoption of the State budget.

6.12. Indemnification Regarding Roofing Project. Lessor will indemnify, defend and hold harmless the Lessee Parties from and against all loss, cost, damage, expense, and/or liability of any and every kind and nature (including but not limited to reasonable attorney fees and costs) incurred, suffered by, or claimed against any one or more of the Lessee Parties that arises out of or relates to the negligence or willful misconduct of the Lessor related Roofing Project (including Lessor's contractors and/or consultants), except when and to the extent that any such loss, cost, damage, expense, and/or liability arises out of or relates to the negligence or willful misconduct of any one or more of the Lessee Parties related to the Roofing Project.

6.13. Notices Regarding Roofing Project: Any notices required or permitted hereunder regarding the Roofing Project shall be in writing and may (a) be personally delivered; (b) be mailed by depositing such notice in the United States mail, first class postage prepaid; or (c) be sent by reputable overnight delivery service; addressed as follows or to such other place as each Party hereto may designate by subsequent written notice to the other Party:

If to Lessor: City of Dinuba
 Public Works
 Attention: Public Works Director
 1088 E Kamm Avenue
 Dinuba, CA 93618

If to Lessee: Judicial Council of California
Facilities Services
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102-3688
Attention: Manager, Real Estate

and

Judicial Council of California
Facilities Services
2424 Ventura Street, Room 219
Fresno, CA 93721
Attention: Doug Walthour, Facilities Management Administrator

Provided, however, that any and all notices by Lessor relating to termination or alleged violation by Lessee of this Roofing Project provision of this Lease shall also be directed to:

Judicial Council of California
Branch Accounting and Procurement
455 Golden Gate Avenue 6th Floor
San Francisco, CA 94102-3688
Attention: Manager, Contracts

6.14. Warranty. The Roofing Project shall include a roofing warranty covering a minimum of 20 years calculated from the Notice of Completion for the Roofing Project (“**Roofing Warranty**”). The Roofing Warranty shall include labor and materials and coverage for both: (a) manufacturing defects in the materials; and (b) workmanship errors with respect to the installation of the roof. Lessor shall coordinate for the repair of the roof during the applicable warranty period for the Roofing Warranty to the extent that such repair or work is covered or should be covered by the Roofing Warranty. Lessor will be responsible for all communications with any applicable parties (e.g. roofing manufacturer and/or contractor) to ensure that the Roofing Warranty is honored and that the applicable repair or work is completed pursuant to the terms of the Roofing Warranty. Lessee will notify Lessor of any potential claims under the Roofing Warranty if and when Lessee becomes aware of any potential claims under the Roofing Warranty. Any repair work not covered by the Roofing Warranty shall be apportioned and paid based upon Lessor’s and Lessee’s pro rata share of the Roofing Project.

7. Insurance.

7.1. Third-Party Contractor Insurance. Each Party shall require each of its Contractors to (i) obtain and maintain insurance of the type and with coverage amounts

that are usual and customary to the type of business or exposures related to the work being performed on the Real Property, (ii) name all Parties as additional insureds by specific endorsement to their general liability policies, (iii) provide a waiver of subrogation in favor of all Parties with respect to all property insurance policies, and (iv) provide to the Parties a 30-day notice of cancellation or material change in any insurance coverage required hereunder. Unless the Parties otherwise agree, all Contractors shall indemnify, defend, and hold harmless Lessor Parties, County Parties, and the State Parties from and against all claims, demands, liabilities, damages, attorney fees, costs, expenses, and losses arising from the performance by the Contractors under their contracts, and none of the Parties waive any right of recovery or subrogation against the other in respect of their contractual arrangements with the Contractors.

7.2. Workers' Compensation Coverage. Each Party shall maintain its own workers' compensation insurance covering its own employees, and no Party shall have any liability or responsibility for workers' compensation insurance coverage for employees of the other Party.

8. Indemnification.

8.1. Indemnification Obligation of Lessee. Lessee shall and does indemnify, defend, and hold harmless Lessor Parties, with counsel reasonably acceptable to Lessor Parties, from and against all liability, damages, attorney fees, costs, expenses, or losses ("**Indemnified Loss**") arising from (1) all Lessee Claims, and (2) Liability Claims where and to the extent that the Liability Claims result from the willful misconduct or negligent acts, errors, or omissions of Lessee Parties.

8.2. Indemnification Obligation of Lessor. Lessor shall and does indemnify, defend, and hold harmless Lessee Parties, with counsel reasonably acceptable to Lessee Parties, from and against all Indemnified Loss arising from Liability Claims where and to the extent that the Liability Claims result from the willful misconduct or negligent acts, errors, or omissions of Lessor Parties.

8.3. Indemnified Party's Participation. The indemnifying Party must manage and be entirely responsible to handle and resolve all Liability Claims for which it is responsible under sections 8.1 and 8.2, as applicable. The indemnified Party may elect, but is not required, to retain its own attorney, at the indemnified Party's sole expense, to participate in the litigation, settlement negotiations, or other dispute resolution procedures for any Liability Claim as to which it is the indemnified Party. If the indemnified Party elects to retain its own attorney to participate in the litigation, settlement negotiations, or other dispute resolution procedures for a Liability Claim, the indemnifying Party shall cooperate with the indemnified Party, and the attorney retained by the indemnified Party. The indemnified Party shall cooperate with the indemnifying Party, and the attorney retained by the indemnifying Party.

8.4. Effect of Indemnification Rights. The rights of a Party to be indemnified under sections 8.1 or 8.2 of this Lease cannot be deemed or construed to limit or diminish the obligation of the indemnified Party to perform its duties at Law or under any agreement between Lessor Parties and Lessee Parties.

9. Damage and Destruction.

9.1. Repair of Damage. In the event the Lessee Exclusive-Use Area or any portion of the Building necessary for Lessee Parties' occupancy are damaged by fire, earthquake, or any other identifiable event of a sudden, unexpected, or unusual nature ("**Casualty**"), within thirty (30) days after the Casualty, Lessor will notify Lessee in writing (the "**Repair Notice**") of the estimated time, in Lessor's reasonable judgment, required for repair or restoration (the "**Repair Period**"). If the Repair Period is no more than 180 days after the commencement of physical work and 1 year or less after the Casualty, Lessor will promptly and diligently repair and restore the damaged portion of the Building including the Lessee Exclusive-Use Area.

9.2. Lessor's Option to Terminate. If (a) the Repair Period exceeds 180 days after the commencement of physical work or 1 year after the Casualty, or (b) the estimated repair cost, even though covered by insurance, exceeds 50% of the full replacement cost, then Lessor may elect either to terminate this Lease or to repair and restore the damaged portion of the Building and shall so indicate in the Repair Notice.

9.3. Lessee's Option to Terminate. If the Repair Period exceeds 180 days after the commencement of physical work or 1 year after the Casualty, Lessee may elect to terminate this Lease by providing written notice to Lessor within 30 days after receiving the Repair Notice. If Lessee does not elect to terminate within this 30 day period, Lessee will be considered to have waived the option to terminate.

9.4. Rent Abatement Due to Casualty. Lessor and Lessee agree that Lessee shall have no financial obligations as a result of any Casualty, which is not the result from the willful misconduct or negligent acts, errors, or omissions of Lessee, Lessee Parties, or their agents, employees, affiliate, guests or invitees, and any and all rent will be fully abated during the period beginning on the date of the Casualty and ending on the date of substantial completion of Lessor's restoration obligations as provided in this section 9 ("**Abatement Period**"). If, however, Lessee is able to occupy and does occupy a portion of the Premises, Rent will be abated during the Abatement Period only for the portion of the Lessee Exclusive-Use Area not occupied by Lessee.

9.5. Damage Near End of Term. Despite any other provisions of this section 9, if, during the last 6 months of this Lease, any portion of the Lessee Exclusive-Use Area is destroyed or damaged by a Casualty that renders the Lessee Exclusive-Use Area unusable, Lessor and Lessee will each have the option to terminate this Lease by giving written notice to the other within 30 days after the Casualty.

9.6. Effective Date of Termination; Rent Apportionment. If Lessor or Lessee elects to terminate this Lease under this section 9 in connection with a Casualty, this termination will be effective 30 days after delivery of notice of such election. After the effective date of the termination, Lessor and Lessee will be discharged of all future obligations under this Lease, except for those provisions that, by their terms survive the expiration or earlier termination of the Lease.

9.7. Waiver of Statutory Provisions. The provisions of this Lease, including those in this section 9 constitute an express agreement between Lessor and Lessee that applies in the event of any Casualty to the Property, and the Parties therefore, fully waive the provisions of any statute or regulation, for any rights or obligations concerning a Casualty including California Civil Code sections 1932(2) and 1933(4).

10. Condemnation. If all or any portion of the Lessee Exclusive-Use Area is condemned or are transferred in lieu of condemnation, Lessor or Lessee may, upon written notice given within 60 days after the taking or transfer, terminate this Lease. Lessor shall be entitled to all compensation that may be paid in connection with the taking except for any portion specifically awarded to Lessee for moving expenses, fixtures, or equipment.

11. Default Notice and Cure. Upon a Party's breach or default of any provision of this Lease, the non-defaulting Party will provide written notice to the defaulting Party of the breach or default ("**Default Notice**"). Upon receipt of the Default Notice, the defaulting Party will have 30 calendar days to cure the breach or default described in the Default Notice and to provide evidence of that cure to the non-defaulting Party. If the breach or default is not capable of cure within the 30 calendar day period, then no breach or default can be deemed to have occurred by reason of the failure to cure so long as the defaulting Party promptly begins and diligently and continuously performs the cure to completion within a reasonable time period, not to exceed 90 calendar days from commencement of the cure ("**Cure Period**"). If the defaulting Party does not provide evidence of the cure to the non-defaulting Party within the Cure Period, then the defaulting Party will be deemed to have committed an "**Event of Default,**" and the non-defaulting Party will have the right, but not the obligation, to pursue its rights with respect to resolution of disputes under section 12 of this Lease. The Parties may at any time mutually agree to commence the dispute resolution procedures in section 12 of this Lease before the end of the Cure Period.

12. Dispute Resolution.

12.1. Unassisted Negotiation; Mediation. In the event of a dispute between the Parties arising under or relating to performance of the Parties' obligations under this Lease, or any aspect of the transactions contemplated in this Lease, Lessor and Lessee will meet to discuss a resolution to the dispute. If the Parties are not able to resolve their dispute within 30 calendar days through that unassisted negotiation, they will attempt to resolve the dispute by mediation under this section 12.

12.2. Initiation of Mediation. Either or both of the Parties may request the initiation of mediation for any dispute described in section 12.1, by delivering a written request for mediation (“**Mediation Request**”) to the other Party. The Mediation Request must (1) include a brief summary of the issues in dispute, (2) state the dates on which the requesting Party is unavailable to attend the mediation within the immediately-succeeding 90 calendar days after the delivery to the other Party of the Mediation Request, and (3) list at least three neutral mediators who are acceptable to the requesting Party for mediation of the dispute. Within five business days after the requesting Party’s delivery of a Mediation Request to the other Party, the responding Party must deliver to the requesting Party a response to the Mediation Request (“**Mediation Response**”), which must: (a) include a brief summary of the issues in dispute (which may or may not be the same as the summary provided by the requesting Party); (b) state the dates on which the responding Party is unavailable to attend the mediation within the 85 calendar days immediately following the requesting Party’s receipt of the Mediation Response; and (c) state whether any of the neutral mediators listed in the Mediation Request are acceptable to the responding Party and, if none are, then the Mediation Response must list at least three neutral mediators who are acceptable to the responding Party.

12.3. Selection of Mediator. Within 10 calendar days after delivery to the requesting Party of the Mediation Response, the Parties will attempt in good faith to agree upon a neutral mediator to preside over the mediation. If the Parties are not able to agree upon a neutral mediator within 10 calendar days after delivery to the requesting Party of the Mediation Response, the Parties must apply to the JAMS Government Dispute Resolution Group (“**JAMS**”) for selection of a neutral mediator to mediate the dispute. The Parties’ application to JAMS must be filed in accordance with the JAMS International Mediation Rules then in effect, and must include copies of the Mediation Request and Mediation Response. The mediator must be a person with a reasonable degree of experience and expertise in handling disputes involving governmental entities. The mediator must have no current or prior involvement with either Party, and shall discharge his or her duties impartially and as a neutral, independent participant to the mediation process to assist the Parties to achieve a settlement and compromise of their dispute, taking into consideration the relevant facts, applicable Law, and the pertinent provisions of any relevant agreement between the Parties. The selection of a mediator by JAMS will be final and binding on the Parties, and the Parties shall be equally responsible for the payment of all fees and costs charged by JAMS.

12.4. Cost of Mediation. The Parties will share equally in payment of all costs of the mediation, including the compensation of the mediator. The Parties and the mediator must reach a written agreement regarding the mediator’s compensation and expenses before the mediation is commenced.

12.5. Date, Time, and Place of Mediation. In consultation with the Parties, the mediator will fix the date, time, and place of each mediation session. The mediation

may be held at any convenient location agreeable to the Parties and the mediator. Mediation must be completed within 90 calendar days after the requesting Party's delivery to the responding Party of the Mediation Request.

12.6. Attendance at Mediation. Both Parties must attend the mediation session(s). The Parties may satisfy this attendance requirement by sending a representative familiar with the facts of the dispute, who has the authority to negotiate on behalf of, and to effectively recommend settlement to, the Party he or she represents. Any Party to the mediation may have the assistance of an attorney or other representative of its choice, at its own cost. Other persons may attend the mediation sessions only with the consent of the Parties and the mediator.

12.7. Statements Before Mediation. The mediator will determine the manner in which the issues in dispute will be framed and addressed. The Parties should expect that the mediator will request a premediation statement outlining facts, issues, and positions of each Party ("**Premediation Statement**") in advance of the mediation session. The Premediation Statements submitted to the mediator by the Parties shall be confidential, unless both parties agree in writing to mutually exchange Premediation Statements.

12.8. Confidentiality. The mediation will be confidential in all respects, and the provisions of California Evidence Code sections 1152 and 1154 will apply to all written and verbal evidence presented in the mediation and to settlement communications made in the Premediation Statement, during the mediation itself, or otherwise in furtherance of or related to the mediation or the settlement of the dispute. The Premediation Statements shall be confidential, for settlement purposes only, and will not be admissible for any purpose other than for the mediation. Without limiting the foregoing, the provisions of California Evidence Code sections 1115 through 1128, inclusive, will apply in connection with any mediation under this Lease.

12.9. Resolution of Claims Remaining After Mediation. After compliance with the terms of section 12.1 through 12.8 of this Lease, any dispute that remains unresolved may be resolved by the Parties in any manner permitted at Law or in equity.

13. Holding Over. Any holding over by Lessee after the expiration of this Lease including any extension thereof will be deemed a month to month tenancy upon the same terms and conditions as set forth in this Lease including the payment of Lessee's pro rata portion of the Shared Costs under Article 5 of this Lease; except that Lessee shall also be responsible for an additional amount equal to ten (10%) of Lessee's pro rata portion of the Shared Costs.

14. Background Check Requirements. Notwithstanding anything in this Lease to the contrary, Lessor must comply with background check and clearance requirements of Lessee, the Court and as set forth in the policies, procedures, practices, as revised, of the California Department of Justice ("**DOJ**") and the California Department of Motor

Vehicles (“DMV”) with respect to any employee or representative of Lessor or Lessor’s vendors who may have physical access to any area in the Premises which is either connected to, or contains records from, any DOJ criminal computer database, including, without limitation, the California Law Enforcement Telecommunications System (CLETS) and the Criminal Offender Record Information (CORI), or the DMV computer database (collectively the “Databases”). Lessor will coordinate with the Court regarding any necessary background checks and clearances which may be required by the DOJ or the DMV, and if necessary, the Court will conduct the background checks and notify Lessor if the employee is approved to have access to areas in the Premises which are either connected to, or contain records from, the Databases, or with the Court's written consent, Lessor may conduct any necessary background checks in lieu of the Court, and provide to the Court, if requested by the Court, suitable documentation evidencing Lessor's completion of any necessary background checks.

15. Signage. Lessee Parties may, at Lessee Parties’ sole expense, install identification signs (including its logo) anywhere in the Common Areas of the Real Property, subject to Lessor’s prior written consent which may not be unreasonably withheld, conditioned or delayed provided, however, that all such signs must be in keeping with the quality, design, and style of the Building.

16. Intentionally Deleted.

17. Quiet Enjoyment. Lessor represents and warrants that Lessor has legal right to possession of the Real Property and the power and the right to enter into this Lease and that Lessee Parties, upon the faithful performance of all of the terms, conditions and obligations of Lessee contained in this Lease, will peaceably and quietly hold and enjoy the Lessee Exclusive-Use Area upon the terms, covenants and conditions set forth in this Lease throughout the term of this Lease and any extensions thereof.

18. Surrender. Lessee will, after the last day of the term of the Lease or upon any earlier termination of such term, surrender and yield up to Lessor the Lessee Exclusive-Use Area in good order, condition, and state of repair, reasonable wear and tear and damage by fire or other Casualty excepted. Lessee Parties shall not remove any fixtures, alterations or improvements at surrender, without the express written consent from Lessor, except Lessee shall be allowed, but is not required, to remove without consent of Lessor any court seals and judge’s bench. In the event that Lessee removes either the court seals and/or the judge’s bench, Lessee shall, at Lessee’s sole cost and expense, repair any damage resulting from the removal of the courts seals and judge’s bench. If Lessee chooses to not remove the court seals, Lessor shall dispose of the court seals in a private manner and not distribute the court seals to any third party except for the purpose of permanently disposing the court seals.

19. Miscellaneous.

19.1. Representation and Warranty. Lessor and Lessee each hereby represents and warrants that it is duly authorized to enter into this Lease and to perform its obligations set forth herein and that the individual signing this Lease on behalf of each Party has been duly authorized to bind each party to this Lease. Lessor shall provide to Lessee a copy, properly certified, of the City Council resolution or similar City authorizing document approving this Lease.

19.2. Notices. Any notices required or permitted hereunder shall be in writing and may be: (i) personally delivered; (ii) sent by certified United States mail, first class postage prepaid, with return receipt requested; or (iii) sent by reputable overnight delivery service; addressed as set forth below or to such other place as a party hereto may designate by subsequent written notice to the other party delivered in any manner permitted by this section 19.2 of this Lease. Notices shall be deemed delivered on the date received in the office of the party to whom the notice is addressed; provided, however, that notices delivered after the regular business hours of the recipient or on a day that is not a business day shall be deemed received at 9 a.m. on the next succeeding business day of the recipient:

To the Lessee: Judicial Council of California
 Facilities Services
 Attention: Associate Facilities Analyst
 455 Golden Gate Avenue, 8th Floor
 San Francisco, CA 94102-3688

With a copy to: Judicial Council of California
 Facilities Services
 Attention: Manager, Real Estate
 455 Golden Gate Avenue, 8th Floor
 San Francisco, CA 94102-3688

To Lessor: City of Dinuba
 City Manager
 405 E. El Monte Way
 Dinuba, CA 93618

19.3. Entire Agreement. This Lease, including all Exhibits and the Recitals, which by this reference are incorporated herein, constitutes the entire understanding and agreement of the parties with respect to its subject matter, and any other prior or contemporaneous, verbal or written agreements, understandings, or representations are hereby terminated, canceled, and superseded by this Lease in their entirety and are of no further force and effect whatsoever.

19.4. Captions. The captions appearing at the commencement of the paragraphs hereof are descriptive only and for convenience in reference.

19.5. Interpretation. The parties acknowledge that this Lease has been negotiated at arm's length, that each party has been represented by counsel selected by the party, and that this Lease has been drafted by both parties. Neither party shall be construed as the draftsman of this Lease, and the provisions of Civil Code § 1654 are hereby waived with respect to this Lease.

19.6. Applicable Law. This Lease shall, in all respects, be governed by and construed in accordance with the laws of the State of California applicable to agreements executed and to be wholly performed within the State of California.

19.7. Modifications or Amendments. No amendment, change, or modification of this Lease shall be valid unless in writing, stating that it amends, changes, or modifies this Lease, and is signed by each of the Parties.

19.8. Waiver. No waiver of any provision of this Lease shall be valid unless in writing and signed by all Parties hereto. No waiver by any Party, at any time, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision herein, or a consent to any subsequent breach of the same or another provision. If any action by a Party shall require the consent or approval of another Party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any other action.

19.9. Severability. In the event any provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

19.10. Assignment. None of the Parties may assign nor delegate its rights and obligations hereunder without the express, prior written consent of the other Parties.

19.11. Survival. The terms, conditions, and provisions of this Lease which require action or could result in claims or losses following the termination of the Lease shall survive the Assignment and shall not be merged thereby.

19.12. Further Assurances; Disclosures; Waiver of Fees. Each party hereto agrees to cooperate fully with the other toward fulfillment of the transaction contemplated in this Lease, and to execute and deliver, or cause to be executed and delivered, all such other agreements, instruments, and documents, and to take all such other actions, as may be necessary and/or reasonably requested of it from time to time in order to effectuate the provisions and purposes of this Lease, including, but not limited to, granting reasonable temporary licenses to the Court across the Real Property or other land owned by Lessor for access, ingress and egress to and from the Real Property by the Court and its consultants upon request by the Court.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease effective upon the date first above written.

APPROVED AS TO FORM:
Judicial Council of California,
Legal Services

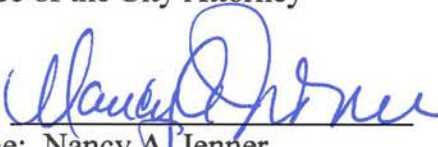
By: 
Name: Kenneth S. Levy
Title: Attorney
Date: 8/22/18

LESSEE

JUDICIAL COUNCIL OF CALIFORNIA

By: 
Name: Stephen Saddler
Title: Manager, Contracts
Date: 8/23/18

APPROVED AS TO FORM:
City of Dinuba,
Office of the City Attorney

By: 
Name: Nancy A. Jenner
Title: City Attorney
Date: 8-14-18

LESSOR

**CITY OF DINUBA, a public body
corporate and politic**

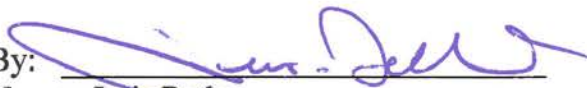
By: 
Name: Luis Patlan
Title: City Manager
Date: 8/16/18

EXHIBIT "A"

LEGAL DESCRIPTION OF REAL PROPERTY

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

PARCEL 1: APN 017-201-002

THAT PORTION OF BLOCK 54 OF THE TOWN OF DINUBA, AS RECORDED IN VOLUME 3 OF MAPS, AT PAGE 15 OF TULARE COUNTY RECORDS, LOCATED IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF DINUBA, COUNTY OF TULARE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID BLOCK 54, THENCE SOUTH 47°46'49" WEST ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK 54, 189.95 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 47°46'49" WEST ALONG SAID SOUTHEASTERLY LINE, 130.00 FEET TO THE SOUTHWESTERLY CORNER OF SAID BLOCK 54; THENCE NORTH 42°14'58" WEST ALONG THE SOUTHWESTERLY LINE OF SAID BLOCK 54, 75.00 FEET; THENCE NORTH 47°46'49" EAST, 129.96 FEET; THENCE SOUTH 42°16'49" EAST, 75.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

A NON EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND AN EASEMENT FOR PUBLIC UTILITIES OVER THE WESTERLY 20.00 FEET OF SOUTHERLY 261.00 FEET OF THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID BLOCK 54, THENCE SOUTH 47°46'49" WEST ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK 54, 189.95 FEET; THENCE NORTH 42°16'49" WEST, 280.51 FEET; THENCE NORTH 47°39'58" EAST, 190.19 FEET TO THE NORTHEASTERLY LINE OF SAID BLOCK 54; THENCE SOUTH 42°13'57" WEST ALONG SAID NORTHEASTERLY LINE, 280.89 FEET TO THE POINT OF BEGINNING.

PARCEL 3: APN 017-201-006

THAT PORTION OF BLOCK 54 OF THE TOWN OF DINUBA, AS RECORDED IN VOLUME 3 OF MAPS, AT PAGE 15 OF TULARE COUNTY RECORDS, LOCATED IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF DINUBA, COUNTY OF TULARE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID BLOCK 54, THENCE SOUTH 47°46'49" WEST ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK 54, 319.95 FEET TO THE SOUTHWESTERLY CORNER OF SAID BLOCK 54; THENCE NORTH 42°14'58" WEST ALONG THE SOUTHWESTERLY LINE OF SAID BLOCK 54, 175.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 42°14'58" WEST ALONG SAID SOUTHWESTERLY LINE, 8.17 FEET TO A POINT IN A LINE PARALLEL WITH AND 41.00 FEET EASTERLY OF THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17; THENCE NORTH 00°00'00" EAST ALONG SAID PARALLEL LINE, 104.28 FEET; THENCE NORTH 47°39'58" EAST, 59.75 FEET; THENCE SOUTH 42°16'49" EAST, 85.51 FEET; THENCE SOUTH 47°46'49" WEST, 129.91 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 4:

A NONEXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND AN EASEMENT FOR PUBLIC UTILITIES OVER THE WESTERLY 20.00 FEET OF SOUTHERLY 261.00 FEET OF THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID BLOCK 54, THENCE SOUTH 47°46'49" WEST ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK 54, 189.95 FEET; THENCE NORTH 42°16'49" WEST, 280.51 FEET; THENCE NORTH 47°39'58" EAST, 190.19 FEET TO THE NORTHEASTERLY LINE OF SAID BLOCK 54; THENCE SOUTH 42°13'57" WEST ALONG SAID NORTHEASTERLY LINE, 280.89 FEET TO THE POINT OF BEGINNING.

PARCEL 5: APN 017-201-003, 017-201-07, 08

THOSE PORTIONS OF BLOCKS 53 AND 54 AND THAT PORTION OF MERCED STREET, NOW ABANDONED, LYING BETWEEN SAID BLOCKS, OF THE TOWN OF DINUBA, AS RECORDED IN VOLUME 3 OF MAPS, AT PAGE 15 OF TULARE COUNTY RECORDS, LOCATED IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF DINUBA, COUNTY OF TULARE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID BLOCK 54, THENCE NORTH 42°13'57" WEST ALONG THE EASTERLY LINE OF SAID BLOCK 54, 280.89 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 47°39'58" WEST, 190.19 FEET; THENCE SOUTH 42°16'49" EAST 20.00 FEET; THENCE SOUTH 47°39'58" WEST, 59.75 FEET TO THE INTERSECTION WITH A LINE PARALLEL WITH AND 41.00 EASTERLY OF THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17; THENCE NORTH 00°00'00" EAST ALONG SAID PARALLEL LINE, 139.02 FEET; THENCE NORTH 1°08'45" EAST, 164.97 FEET TO THE BEGINNING OF A CURVE; THENCE NORTHEASTERLY AND SOUTHEASTERLY, 59.61 FEET ALONG A CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 136°37'18" TO THE INTERSECTION WITH THE NORTHWESTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF SAID BLOCK 54; THENCE SOUTH 42°13'57" EAST ALONG SAID NORTHEASTERLY LINE, 185.23 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH A EASEMENT FOR INGRESS AND EGRESS AND FOR PUBLIC UTILITIES OVER THE NORTHERLY 20.00 FEET OF THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID BLOCK 54, THENCE SOUTH 47°46'49" WEST ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK 54, 189.95 FEET; THENCE NORTH 42°16'49" WEST 280.51 FEET; THENCE NORTH 47°39'58" EAST, 190.19 FEET TO THE NORTHEASTERLY LINE OF SAID BLOCK 54; THENCE SOUTH 42°13'57" WEST ALONG SAID NORTHEASTERLY LINE, 280.89 FEET TO THE POINT OF BEGINNING.

PARCEL 6: APN 017-201-005

THAT PORTION OF BLOCK 54 OF THE TOWN OF DINUBA, AS RECORDED IN VOLUME 3 OF MAPS, AT PAGE 15 OF TULARE COUNTY RECORDS, LOCATED IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF DINUBA, COUNTY OF TULARE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID BLOCK 54, THENCE SOUTH 47°46'49" WEST ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK 54, 319.95 FEET TO THE SOUTHWESTERLY CORNER OF SAID BLOCK 54; THENCE NORTH 42°14'58" WEST ALONG THE SOUTHWESTERLY LINE OF SAID BLOCK 54, 75.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 42°14'58" WEST ALONG SAID SOUTHWESTERLY LINE, 100.00 FEET; THENCE NORTH 47°46'49" EAST, 129.91 FEET; THENCE SOUTH 42°16'49" EAST, 100.00 FEET; THENCE SOUTH 47°46'49" WEST, 129.96 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 7:

A NONEXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND AN EASEMENT FOR PUBLIC UTILITIES OVER THE WESTERLY 20.00 FEET OF SOUTHERLY 261.00 FEET OF THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID BLOCK 54; THENCE SOUTH 47°46'49" WEST ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK 54, 189.95 FEET; THENCE NORTH 42°16'49" WEST, 280.51 FEET; THENCE NORTH 47°39'58" EAST, 190.19 FEET TO THE NORTHEASTERLY LINE OF SAID BLOCK 54; THENCE SOUTH 42°13'57" WEST ALONG SAID NORTHEASTERLY LINE, 280.89 FEET TO THE POINT OF BEGINNING.

PARCEL 8: APN 017-201-004

THAT PORTION OF BLOCK 54 OF THE TOWN OF DINUBA, AS RECORDED IN VOLUME 3 OF MAPS, AT PAGE 15 OF TULARE COUNTY RECORDS, LOCATED IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF DINUBA, COUNTY OF TULARE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID BLOCK 54, THENCE SOUTH 47°46'49" WEST ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK 54, 189.95 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 47°46'49" WEST LONG SAID SOUTHEASTERLY LINE, 130.00 FEET TO THE SOUTHWESTERLY CORNER OF SAID BLOCK 54; THENCE NORTH 42°14'58" WEST ALONG THE SOUTHWESTERLY LINE OF SAID BLOCK 54, 75.00 FEET; THENCE NORTH 47°46'49" EAST, 129.96 FEET; THENCE SOUTH 42°16'49" EAST, 75.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 9:

A NON EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND AN EASEMENT FOR PUBLIC UTILITIES OVER THE WESTERLY 20.00 FEET OF SOUTHERLY 261.00 FEET OF THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID BLOCK 54, THENCE SOUTH 47°46'49" WEST ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK 54, 189.95 FEET; THENCE NORTH 42°16'49" WEST, 280.51 FEET; THENCE NORTH 47°39'58" EAST, 190.19 FEET TO THE NORTHEASTERLY LINE OF SAID BLOCK 54; THENCE SOUTH 42°13'57" WEST ALONG SAID NORTHEASTERLY LINE, 280.89 FEET TO THE POINT OF BEGINNING.

PARCEL 10:

THAT PORTION OF BLOCK 54 OF THE TOWN OF DINUBA, AS RECORDED IN VOLUME 3 OF MAPS, AT PAGE 15 OF TULARE COUNTY RECORDS, LOCATED IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF DINUBA, COUNTY OF TULARE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID BLOCK 54, THENCE SOUTH 47°46'49" WEST ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK 54, 319.95 FEET TO THE SOUTHWESTERLY CORNER OF SAID BLOCK 54; THENCE NORTH 42°14'58" WEST ALONG THE SOUTHWESTERLY LINE OF SAID BLOCK 54, 175.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 42°14'58" WEST ALONG SAID SOUTHWESTERLY LINE, 8.17 FEET TO A POINT IN A LINE PARALLEL WITH AND 41.00 FEET EASTERLY OF THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17; THENCE NORTH 00°00'00" EAST ALONG SAID PARALLEL LINE, 104.28 FEET; THENCE NORTH 47°39'58" EAST, 59.75 FEET; THENCE SOUTH 42°16'49" EAST, 85.51 FEET; THENCE SOUTH 47°46'49" WEST, 129.91 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 11:

A NONEXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND AN EASEMENT FOR PUBLIC UTILITIES OVER THE WESTERLY 20.00 FEET OF SOUTHERLY 261.00 FEET OF THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID BLOCK 54, THENCE SOUTH 47°46'49" WEST ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK 54, 189.95 FEET; THENCE NORTH 42°16'49" WEST, 280.51 FEET; THENCE NORTH 47°39'58" EAST, 190.19 FEET TO THE NORTHEASTERLY LINE OF SAID BLOCK 54; THENCE SOUTH 42°13'57" WEST ALONG SAID NORTHEASTERLY LINE, 280.89 FEET TO THE POINT OF BEGINNING.

EXHIBIT “B”

DEPICTION OF REAL PROPERTY

[see attached]

[illegible][illegible]

P/C EQUIPMENT LEGEND							
CITY	STATION	UNIT	MODEL NUMBER	DESCRIPTION	REMARKS	DATE	BY
1	2	3	4	5	6	7	8
9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24
25	26	27	28	29	30	31	32
33	34	35	36	37	38	39	40
41	42	43	44	45	46	47	48
49	50	51	52	53	54	55	56
57	58	59	60	61	62	63	64
65	66	67	68	69	70	71	72
73	74	75	76	77	78	79	80
81	82	83	84	85	86	87	88
89	90	91	92	93	94	95	96
97	98	99	100	101	102	103	104
105	106	107	108	109	110	111	112
113	114	115	116	117	118	119	120
121	122	123	124	125	126	127	128
129	130	131	132	133	134	135	136
137	138	139	140	141	142	143	144
145	146	147	148	149	150	151	152
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161	162	163	164	165	166	167	168
169	170	171	172	173	174	175	176
177	178	179	180	181	182	183	184
185	186	187	188	189	190	191	192
193	194	195	196	197	198	199	200

P/C EQUIPMENT LEGEND						
CITY SYMBOL	VAR/F	MODEL NUMBER	DESCRIPTION	REMARKS	DATE	BY
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10	ED	1000	1000	1000	1000	1000
11	ED	1000	1000	1000	1000	1000
12	ED	1000	1000	1000	1000	1000
13	ED	1000	1000	1000	1000	1000
14	ED	1000	1000	1000	1000	1000
15	ED	1000	1000	1000	1000	1000
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96	ED	1000	1000	1000	1000	1000
97	ED	1000	1000	1000	1000	1000
98	ED	1000	1000	1000	1000	1000
99	ED	1000	1000	1000	1000	1000
100	ED	1000	1000	1000	1000	1000

[illegible][illegible][illegible][illegible][illegible][illegible][illegible]

D-2



SITE PLAN

DASHED DEVICES ARE NOT IN CONTACT (FUTURE)

YU. V. Y. N.

413-99-0000

Simplex

DANIELA JUSTICE, COUNTRY
SIC PUNK / VEGANOS

AN / WEEK

EXHIBIT “C”

SCOPE OF WORK FOR ROOFING PROJECT

Construction Specification Specifications for a High Solid Silicone Roofing System

Main Roof 1.0 Scope

1.01 The specification covers the process required to install a Silicone roofing system over existing built up roof (“B.U.R”).

1.02 The Silicone roof provides not only a water tight roofing system but also provides substantial UV protectant.

1.03 Contractor will provide labor, materials, equipment and insurance required to complete specification below.

1.04 During construction, contractor will ensure that there is no interruption to court operations due to odor or noise, and that the HVAC system remains operational.

1.05 During preparation and during construction, contractor shall take steps to protect the building from water intrusion, including during inclement weather.

2.0 Preparations

2.01 To remove contaminants that may impede full adhesion of silicone system to existing B.U.R, the B.U.R shall be pressure washed with a minimum 2,000 lb pressure washer.

2.02 If pressure washing cannot be utilized due to potential water intrusion, contractor shall prepare the roof surface manually by the following: wire brush, stiff bristled broom, or blows. Contractor must dispose all debris properly.

2.03 Existing B.U.R roof system to be secured to existing substrate, i.e. blisters and/or wrinkles to be cut out and remaining B.U.R to be secured with square head roofing nails to substrate.

2.04 Install 28 lb fiberglass base sheet to repair areas.

2.05 Install CertainTeed GTA Torch Down Roof System to repair areas.

2.06 All loose seams on existing B.U.R to be refastened to substrate. Loose parapet walls to be re-secured as necessary.

2.07 Apply high solid silicone coating with microfibers to all seams, drains, and protrusions.

2.08 If dry rot is discovered rotted area to be removed and re-sheeted. Building owner to be notified prior to dry rot repair.

3.0 Priming Per Manufactures Specifications

3.01 B.U.R to receive 1.5 gallon per square of bleedblocking material.

3.02 All air intake systems to be covered and/or turned off prior to spray operation.

3.04 All surfaces where silicone is not utilized will be masked off prior to spray application.

4.0 Coating

4.01 B.U.R to receive 2.5 gallons a square of silicone.

4.02 All coating termination to be in straight lines.

4.03 Total dry film thickness of silicone shall be 35 dry mils (minimum).

4.04 Where applicable upon curing of top coat condensate lines to be connected, pressure treated blocks shall be installed under pipings.

4.05 Where applicable seams in coping metal shall be treated with microfibers and waterproof membrane.

4.06 Where applicable exterior side of scupper drains to be addressed with microfiber infused silicone to prevent rollback.

5.0 Contractor Responsibilities

5.01 Contractor shall complete work in a professional manner within thirty (30) calendar days of "Notice to Proceed."

5.02 Contractor shall complete work as per Manufacturers guidelines.

5.03 Contractor shall take reasonable precautions to control overspray.

5.04 Contractor shall leave job site neat and clean and all debris from project will be property disposed.

5.05 Contractor shall avoid disruptions to the occupants of the building (e.g. minimize noise and odor).

6.0 Investment/Terms/Warranty

6.01 Contractor shall issue a 10 year no leak warranty, warranty is non-depreciating.

6.02 Manufacturer to provide a 20 year material non prorated warranty including: (a) manufacturing defects in the materials; and (b) workmanship errors with respect to the installation of the roof.

6.03 Warranty becomes valid upon the filing of the Notice of Completion.

EXHIBIT "D"

INITIAL ROOFING PROJECT BUDGET

Preparation of Plans/Specifications and Bid Documents (including construction contract):	\$10,000.00
Contract Administration:	\$10,000.00
Construction Costs	\$160,000.00
Estimated Construction Contingency	\$16,000.00
TOTAL:	<u>\$196,000.00</u>

EXHIBIT "E"

ROOFING PROJECT SCHEDULE

Contract Advertised for Bid	November 16, 2018
Contract Awarded	January 4, 2019
Notice to Proceed Issued	January 23, 2019
Contract Completed	February 22, 1019
Notice of Completion Recorded	March 26, 2019



City Council Staff Report

Department: PUBLIC WORKS

March 10, 2020

To: Mayor and City Council

From: Ismael Hernandez, Public Works Director

By: George Avila, Business Manager

Subject: Authorization to Execute Amendment No. 1 to Agreement with Self Help Enterprises for Administration of Housing Programs (IH)

RECOMMENDATION

Council authorize the City Manager or his designee to execute Amendment Number 1 to the Consulting Services Agreement with Self Help Enterprises, extending the agreement term for an additional two years.

EXECUTIVE SUMMARY

The City of Dinuba currently contracts with Self Help Enterprises to perform the administration and implementation of its First-Time Homebuyer and Housing Rehabilitation Programs. The City Council authorized a three year consulting services agreement with Self Help Enterprises on May 23, 2017. Federal regulations now allow these agreements to be valid for up to five years. The proposed amendment would add an additional two years to the agreement term making the agreement valid through May 23, 2022.

OUTSTANDING ISSUES

None.

DISCUSSION

The City has established very successful First-Time Homebuyer and Housing Rehabilitation Programs. The City's loan portfolio currently includes over 300 loans valued at over \$13 million dollars. Implementing these Programs requires a comprehensive understanding of federal regulations and significant resources. Like most small cities, the City of Dinuba contracts these services to a third-party consultant. For many years, this consultant has been Self Help Enterprises (SHE). The City last procured these services in 2017 and awarded a three year contract to

Self Help Enterprises valid through May 23, 2020.

Recently the City was advised that the Department of Housing and Urban Development (HUD), the federal agency that funds the City's housing programs, now allows third-party agreements to be valid for up to five years instead of the usual three. Given SHE's proven track record and satisfactory performance of the subject agreement's scope of work, Staff recommends a two year extension for an agreement term valid through May 23, 2022. A copy of proposed amendment extending the contract term is attached herein as Attachment 'A'.

FISCAL IMPACT

The City's Housing Programs are funded by Community Development Block Grant (CDBG) Program, Home Investment Partnership (HOME) Program, and the CalHOME Program. These Programs have a prescribed budget for "General Administration" and "Activity Delivery". The SHE contract will only charge the City what is allowed under these administration budgets. Other than the cost to prepare new grant applications, there are no out-of-pocket expenses to the City for the subject agreement. The only exception to that is the CalHOME Program. CalHOME generally requires a General Fund contribution. However, whenever a funding opportunity for CalHOME becomes available, a separate report requesting a General Fund commitment will be presented to the City Council.

PUBLIC HEARING

None.

ATTACHMENTS:

A. Amendment 1 - Self Help Enterprises

**CITY OF DINUBA
CONSULTING SERVICES AGREEMENT FOR PROFESSIONAL SERVICES
TO PROVIDE GRANT WRITING, ADMINISTRATION,
AND IMPLEMENTATION OF HOUSING PROGRAMS
(EFFECTIVE MAY 24, 2017)**

AMENDMENT NUMBER 1

The City of Dinuba entered into a consulting services agreement with Self Help Enterprises on May 24, 2017 to provide grant writing, administration, and implementation of the City's First Time Homebuyer and Housing Rehabilitation Programs. All terms and conditions of said agreement remain in full force and effect with the exception of the following amendment(s) as approved by the City Council on March 10, 2020:

Agreement Amendment

I. "5. Term" (AMENDED IN ITS ENTIRETY)

This Agreement shall take effect when it has been signed by both parties and shall expire **five** (5) years from that date. Either party may terminate this Agreement, with or without cause, upon 30-day written notice to the other party. In the event the CITY terminates this Agreement, 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 through the termination date.

CONTRACTOR

Date: _____

By: _____

Title: _____

CITY OF DINUBA

By _____
City Manager



City Council Staff Report

Department: CITY MANAGER'S OFFICE

March 10, 2020

To: Mayor and City Council

From: Linda Barkley, City Clerk

Subject: Dinuba Chamber of Commerce Silver Level Sponsorship for the 12th Annual Golf Tournament on April 10, 2020 (LB)

RECOMMENDATION

Council approve Silver level sponsorship in the amount of \$1,000 for the 12th annual Dinuba Chamber of Commerce Golf Tournament scheduled to be held on Friday, April 10, 2020, 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 12th annual golf tournament at Ridge Creek Golf Course. The 2020 tournament is scheduled to be held on Friday, April 10, 2020.

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 five (5) 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.

Gold Sponsor	\$2,000
Silver Sponsor	\$1,000
Bronze Sponsor	\$ 500
Spotlight on Business Hospitality Hole Sponsor	\$ 200
Hole Sponsor	\$ 100

FISCAL IMPACT

The City's FY 2019-20 Community Grants / Miscellaneous Fund was budgeted at \$10,000 and currently there remains a balance of \$1,350 for these types of requests.

PUBLIC HEARING

None required.

ATTACHMENTS:

A. Chamber Golf Tournament Sponsorship Levels



Dinuba Chamber 12th Annual Golf Tournament

Friday, April 10, 2020

Ridge Creek Golf Course, Dinuba, CA.

Shotgun Start 9am

SPONSORSHIP OPPORTUNITES

GOLD SPONSOR \$2,000

- 8 Players
- (2) Custom Tee Sign
- Hosting Opportunities
- Banner Displayed at Check-in and Awards
- Digital Advertising - Marquee/ Website/ Facebook

SILVER SPONSOR \$1,000

- 4 Players
- Custom Tee Sign
- Banner Displayed at Check-in and Awards
- Digital Advertising- Marquee/ Website/ Facebook

BRONZE SPONSOR \$500

- (2) Tee signs
- Banner Displayed at Check in and Awards

SPOTLIGHT ON BUSINESS HOSPITALITY HOLE SPONSOR \$200

- Booth with Banner at Par 3 Hole to promote business
(EZ Up and Table Available upon request)
- Digital Advertising Website / Facebook

HOLE SPONSOR \$100

- Tee Sponsor Sign

For Tournament Questions, Contact Sandy Sills at 559-591-2707 or 559-972-3873 or Javier Murillo 559-356-1603



City Council Staff Report

Department: CITY MANAGER'S OFFICE

March 10, 2020

To: Mayor and City Council

From: Linda Barkley, City Clerk

Subject: Proclamation No. 2020-01 "Relay Under the Stars" Dinuba Relay for Life Event (LB)

RECOMMENDATION

Council adopt Proclamation No. 2020-01 in support of the annual American Cancer Society Relay for Life 2020 event, "Relay Under the Stars."

EXECUTIVE SUMMARY

Each year the American Cancer Society Relay for Life fund raising event is held in the community of Dinuba. Proclamation 2020-01 proclaims support for the annual fund-raising event while encouraging the community to participate in the noteworthy event.

OUTSTANDING ISSUES

None.

DISCUSSION

The annual American Cancer Society's Relay for Life event is scheduled to take place on Saturday, April 18, 2020. This year's theme is "Relay Under the Stars."

Proclamation 2020-01 proclaims that "Relay Under the Stars" will take place on April 18, 2020, and encourages residents to participate in the Relay event to show support for the great cause. Staff requests that Council adopt the proclamation adopting this year's theme and promoting support for the American Cancer Society's quest to find cures for cancer.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.

ATTACHMENTS:

Proclamation No 2020-01 2020 Relay Under the Stars

PROCLAMATION NO 2020-01

CITY OF DINUBA

"Together, A Better Community"

American Cancer Society Relay for Life®

"Relay Under the Stars"

April 18, 2020

WHEREAS, the annual American Cancer Society's Relay For Life is a monumental event where we can come together as a community to take a decisive stand against cancer; and

Whereas, the American Cancer Society's Relay for Life event raises the necessary funds to combat the disease that already has claimed too many lives, and it empowers individuals and communities to fight back against cancer; and

WHEREAS, the funds raised during Relay For Life supports the American Cancer Society's mission of saving lives and creating a world with less cancer, helping people to stay well and helping people to get well, by finding cures for cancer; and

WHEREAS, each year the citizens of Dinuba gather together to take a stand against cancer to stand with survivors and families of those who have succumbed to the disease and to further progress in cancer research; and

WHEREAS, the citizens of Dinuba stand together with the American Cancer Society's mission to find answers that save lives and improve cancer patients' quality-of-life.

NOW, THEREFORE, BE IT RESOLVED, that I, Kuldip Thusu, Mayor of the City of Dinuba, California, do hereby proclaim Dinuba's 2020 Relay for Life campaign "*Relay Under the Stars*", and encourage our citizens to participate in the 2020 Relay For Life event on April 18, 2020.

IN WITNESS THEREOF, I have hereunto set my hand and caused the great seal of the City of Dinuba to be affixed, on this 18th day of April two-thousand twenty.

Kuldip Thusu, Mayor

Attest:

Linda Barkley, City Clerk





City Council Staff Report

Department: CITY MANAGER'S OFFICE

March 10, 2020

To: Mayor and City Council

From: Linda Barkley, City Clerk

Subject: City Council Meeting Minutes, February 25, 2020 (LB)

RECOMMENDATION

Council to review and approve the City Council meeting minutes of February 25, 2020 as presented.

EXECUTIVE SUMMARY

None.

OUTSTANDING ISSUES

None.

DISCUSSION

None.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.

ATTACHMENTS:

City Council Meeting Minutes, February 25, 2020



CITY COUNCIL REGULAR MEETING AGENDA

**February 25, 2020
MINUTES**

COUNCIL MEMBERS PRESENT:

Reynosa, Launer, Thusu, Longoria, Morales

COUNCIL MEMBERS ABSENT:

None

STAFF MEMBERS PRESENT:

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

1. OPENING CEREMONIES

1.1. Welcome and Call to Order

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

1.2. Invocation

The invocation was led by Chaplain Susee.

1.3. Pledge of Allegiance

The pledge of allegiance was led by Chaplain Susee.

2. AGENDA CHANGES OR DELETIONS

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

None.

3. NEW EMPLOYEES AND PROMOTIONS

3.1. Eduardo Garcia, Reserve Police Officer (DP)

Chief Popovich presented Reserve Police Officer Eduardo Garcia. Mayor Thusu administered the Oath of Office to newly hired Reserve Police Officer Garcia. Officer Garcia's sister and brother-in-law pinned his badge on his uniform. The City Council welcomed and thanked Officer Garcia for choosing the community to serve. Officer Garcia thanked the Council for the opportunity to serve the community. Mayor Thusu declared a short break in order to take pictures with Officer Garcia.

4. PRESENTATIONS/CEREMONIAL MATTERS

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

Lt. Son and the Police Community Volunteers presented an in-kind check to the City Council representative of the value of the hours the volunteers worked making the city safer for its residents. The in-kind check reflected 3,238 hours volunteered by the group with a monetary value of \$123,044. The City Council thanked the volunteers for their dedication and hard work.

4.2. State Route 99/Mountain View Feasibility Study - Caltrans (IH)

Eric Olson, Senior Transportation Engineer, CalTrans, was present to give a presentation on the State Route 99 and Mountain View Feasibility Study.

Council Member Morales stepped down from the dais after the presentation.

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.

None.

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

Notice of Completion for the Construction of Cut-Off Walls in Traver Canal at El Monte Way (Avenue 416) (JW)

RECOMMENDATION

Council to accept the Construction of the Cut-Off Walls in the Traver Canal at El Monte Way (Avenue 416) as complete and authorize the City Engineer to file a Notice of Completion with the Tulare County Recorder's Office.

6.2. SUBJECT

City Council Meeting Minutes, February 11, 2020 (LB)

RECOMMENDATION

Council to review and approve the meeting minutes of February 11, 2020.

6.3. SUBJECT

Resolution No. 2020-13, Authorization to Apply - FY 2019/20 Federal Transit Administration Section 5311 (IH)

RECOMMENDATION

Council adopt Resolution No. 2020-13 authorizing the submittal of a FY 2019-20 Federal Transit Administration grant application in the amount of \$246,271 to fund a portion of the operating expenditures for the Dinuba Area Regional Transit system.

6.4. SUBJECT

Notice of Completion for the Signal Synchronization Project No. CML-5143(030) (JW)

RECOMMENDATION

Council to accept the Signal Synchronization Project along Alta Avenue between Kamm Avenue (Avenue 408) and Saginaw Avenue and along El Monte Way (Avenue 416) between Road 68 and Alta Avenue (Road 80) as complete and authorize the City Engineer to file a Notice of Completion with the Tulare County Recorder's Office.

6.5. SUBJECT

Updated Land Lease Agreement between City of Dinuba and VDA, Inc. (SH)

RECOMMENDATION

Council approve the updated land lease agreement between City of Dinuba and VDA, Inc. for the location of one additional portable classrooms at 920 South College to expand childcare services and authorize the City Manager or designee to execute the agreement.

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

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

7. WARRANT REGISTER

7.1. SUBJECT

Warrant Register February 14 and 21, 2020 (MM)

RECOMMENDATION

Council to review and approve the warrant register as presented.

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

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

8. DEPARTMENT REPORTS

8.1. SUBJECT

Award of State Homeland Security Grant to Purchase Firefighter Ballistic Protective Equipment (GC)

RECOMMENDATION

Council approve the Sub-award Equipment Agreement with the County of Tulare for the receipt of firefighter ballistic protective equipment and authorize the Mayor to sign the agreement.

Council Member Morales returned to the dais.

Fire Captain Chastain presented information in regard to the State Homeland Security Grant to which the County of Tulare made application. The City of Dinuba is a sub-recipient of the grant and was awarded six sets of fire fighter ballistic protective equipment as a result.

Captain Chastain requested that the Council approve the sub-award equipment agreement and authorize the Mayor to sign the agreement with the County of Tulare.

A motion was made by Council Member Reynosa, second by Council Member Launer, to approve the sub-award equipment agreement and authorize the Mayor to sign the agreement.

Ayes: Launer, Longoria, Morales, Reynosa, Thusu

8.2. SUBJECT

Mid-Year Budget Report for Fiscal Year 2019-2020 and Budget Amendments (MM)

RECOMMENDATION

Council take the following action by one motion:

1. Accept the Fiscal Year 2019-2020 Mid-year Second Quarter Financial Report; and,
2. Adopt Resolution No. 2020-12 approving fiscal year 2019-2020 proposed Budget Amendments.

Administrative Services Director Moreno presented the fiscal year 2019/2020 mid-year budget report and requested the City Council accept the mid-year report and adopt Resolution 2020-12 approving the budget amendments.

A motion was made by Vice Mayor Longoria, second by Council Member Morales, to accept the Fiscal Year 2019/2020 mid-year budget report and adopt Resolution 2020-12 approving the budget amendments.

Ayes: Launer, Longoria, Morales, Reynosa, Thusu

9. MAYOR/COUNCIL REPORTS

Council Member Morales reported he attended the League of Cities Division meeting in

Fowler.

Council Member Launer said she too attended the League of Cities Division meeting. Launer expressed her condolences for the loss of two firefighters from the Porterville fire department.

10. CITY MANAGER COMMUNICATIONS

City Manager Patlan announced he plans to attend a meeting in Sacramento next week with lobbyist Richard Harmon regarding a grant the city received.

11. CITY STAFF COMMUNICATIONS

Chief Thompson noted that the funeral service details for two firemen are on the Porterville Facebook page.

12. CLOSED SESSION

12.1. Conference with Real Property Negotiators (DJ)

Pursuant to GC Section 54956.8; Property: APN 012-230-049

Agency Negotiator(s): Luis Patlan, City Manager; Daniel James, Assistant City Manager.

Under Negotiation: Terms

No action reported.

13. ADJOURNMENT

Mayor Thusu adjourned the meeting at 7:30 pm.



City Council Staff Report

Department: CITY MANAGER'S OFFICE

March 10, 2020

To: Mayor and City Council

From: Maggie Moreno, Administrative Services Director

By: Linda Barkley, City Clerk

Subject: Warrant Register February 28 and March 6, 2020 (MM)

RECOMMENDATION

Council to review and approve the warrant register as presented.

EXECUTIVE SUMMARY

None.

OUTSTANDING ISSUES

None.

DISCUSSION

None.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.

ATTACHMENTS:

WR 02.28.2020

WR 03.06.2020



Accounts Payable Invoice Report

Payment Date Range 02/24/20 - 02/28/20
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 72 - A-C Electric Company									
6	A-C Electric Signal Synchronization	Paid by Check #24689		12/20/2019	02/28/2020	02/28/2020		02/28/2020	100,462.50
Vendor 72 - A-C Electric Company Totals							Invoices	1	\$100,462.50
Vendor 1284 - Adams Ashby Group, Inc.									
2953	Adams Ashby General Administration	Paid by Check #24690		02/01/2020	02/28/2020	02/28/2020		02/28/2020	4,500.00
Vendor 1284 - Adams Ashby Group, Inc. Totals							Invoices	1	\$4,500.00
Vendor 263 - Advantek Benefit Administrators									
1/24/20	Contractual	Paid by Check #24691		01/24/2020	02/28/2020	02/28/2020		02/28/2020	27,192.21
2/7/20	Contractual	Paid by Check #24691		02/07/2020	02/28/2020	02/28/2020		02/28/2020	44,613.22
2/14/20	Contractual	Paid by Check #24691		02/14/2020	02/28/2020	02/28/2020		02/28/2020	30,692.59
2/20/20	Contractual	Paid by Check #24691		02/20/2020	02/28/2020	02/28/2020		02/28/2020	44,277.34
Vendor 263 - Advantek Benefit Administrators Totals							Invoices	4	\$146,775.36
Vendor 351 - Anthem Blue Cross									
099111912I	Canales	Paid by Check #24693		02/07/2020	02/28/2020	02/28/2020		02/28/2020	74.20
099114808I	Ramirez 010W01865	Paid by Check #24692		02/07/2020	02/28/2020	02/28/2020		02/28/2020	74.20
000109006800	Magyar	Paid by Check #24695		02/08/2020	02/28/2020	02/28/2020		02/28/2020	781.56
000109016804	Canales	Paid by Check #24699		02/08/2020	02/28/2020	02/28/2020		02/28/2020	643.11
000109027754	Tyler	Paid by Check #24694		02/08/2020	02/28/2020	02/28/2020		02/28/2020	207.81
000109091605	Roberts	Paid by Check #24697		02/08/2020	02/28/2020	02/28/2020		02/28/2020	695.49
000109091957	Sano	Paid by Check #24700		02/08/2020	02/28/2020	02/28/2020		02/28/2020	749.16
000109159741	Hartley	Paid by Check #24696		02/08/2020	02/28/2020	02/28/2020		02/28/2020	194.30
000109217383	Ramirez	Paid by Check #24698		02/08/2020	02/28/2020	02/28/2020		02/28/2020	136.74
Vendor 351 - Anthem Blue Cross Totals							Invoices	9	\$3,556.57
Vendor 17 - AT&T									
93910544702/20	2/10/2020	Paid by Check #24701		02/11/2020	02/28/2020	02/28/2020		02/28/2020	20.76
93910544712/20	2/10/2020	Paid by Check #24701		02/11/2020	02/28/2020	02/28/2020		02/28/2020	19.10
93910544792/20	2/10/2020	Paid by Check #24701		02/11/2020	02/28/2020	02/28/2020		02/28/2020	20.76
93910547422/20	2/10/2020	Paid by Check #24701		02/11/2020	02/28/2020	02/28/2020		02/28/2020	104.11
93910544622/20	DSC Phone 01/11 - 02/10/2020	Paid by Check #24701		02/11/2020	02/28/2020	02/28/2020		02/28/2020	58.56
93910547442/20	Parks	Paid by Check #24701		02/11/2020	02/28/2020	02/28/2020		02/28/2020	212.84
Vendor 17 - AT&T Totals							Invoices	6	\$436.13
Vendor 116 - BSK Analytical Laboratories									
AD02914	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #24702		02/18/2020	02/28/2020	02/28/2020		02/28/2020	144.00
AD03189	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #24702		02/20/2020	02/28/2020	02/28/2020		02/28/2020	126.00
Vendor 116 - BSK Analytical Laboratories Totals							Invoices	2	\$270.00



Accounts Payable Invoice Report

Payment Date Range 02/24/20 - 02/28/20
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 74 - Buddy's Trophies & Advertising Spec.									
32042	FY19/20-Sports-Operating/office supplies-Trophies	Paid by Check #24703		02/19/2020	02/28/2020	02/28/2020	02/21/2020	02/28/2020	2,059.20
Vendor 74 - Buddy's Trophies & Advertising Spec. Totals							Invoices	1	\$2,059.20
Vendor 333 - Cintas Corporation No. 2									
4043154256	PD - Janitorial Supplies	Paid by Check #24704		02/19/2020	02/28/2020	02/28/2020		02/28/2020	168.10
Vendor 333 - Cintas Corporation No. 2 Totals							Invoices	1	\$168.10
Vendor 1585 - Clean Cut Landscape Inc.									
4 semi Final	Clean Cut Dinuba Green median Project	Paid by Check #24706		02/11/2020	02/28/2020	02/28/2020		02/28/2020	74,190.81
5 Retention	Clean Cut Dinuba Green Median Project	Paid by Check #24705		02/11/2020	02/28/2020	02/28/2020		02/28/2020	19,878.01
Vendor 1585 - Clean Cut Landscape Inc. Totals							Invoices	2	\$94,068.82
Vendor 170 - Comcast									
0160181 2/7/20	PW	Paid by Check #24708		02/07/2020	02/28/2020	02/28/2020		02/28/2020	32.26
0148160 2/11/20	Parks	Paid by Check #24709		02/11/2020	02/28/2020	02/28/2020		02/28/2020	149.92
0148178 2/12/20	PD	Paid by Check #24707		02/12/2020	02/28/2020	02/28/2020		02/28/2020	291.12
Vendor 170 - Comcast Totals							Invoices	3	\$473.30
Vendor 1640 - Dawson-Mauldin LLC									
1	Dawson Mauldin Cut off wall Traver Canal	Paid by Check #24710		02/19/2020	02/28/2020	02/28/2020		02/28/2020	83,061.66
Vendor 1640 - Dawson-Mauldin LLC Totals							Invoices	1	\$83,061.66
Vendor 85 - Dinuba Lions Club									
February 2020	Dues & Subscriptions	Paid by Check #24711		02/25/2020	02/28/2020	02/28/2020		02/28/2020	94.00
Vendor 85 - Dinuba Lions Club Totals							Invoices	1	\$94.00
Vendor 341 - Dinuba Tires LLC									
71849	Repairs	Paid by Check #24712		02/24/2020	02/28/2020	02/28/2020		02/28/2020	20.00
Vendor 341 - Dinuba Tires LLC Totals							Invoices	1	\$20.00
Vendor 200 - Dinuba Unified School District									
1591	DSC - Jan. 2020 Senior Meals	Paid by Check #24713		02/05/2020	02/28/2020	02/28/2020		02/28/2020	3,520.00
Vendor 200 - Dinuba Unified School District Totals							Invoices	1	\$3,520.00
Vendor 113 - Employment Development Department									
2020-00000393	CA SDI - CA SDI*	Paid by EFT #32009		02/20/2020	02/24/2020	02/24/2020		02/24/2020	11,584.71
Vendor 113 - Employment Development Department Totals							Invoices	1	\$11,584.71
Vendor 36 - Ewing Irrigation Products									



Accounts Payable Invoice Report

Payment Date Range 02/24/20 - 02/28/20
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
9054321	FY19/20-Parks-Irrigation supplies/equip.-Credit for inv.#8906665	Paid by Check #24714		02/08/2020	02/28/2020	02/28/2020	02/20/2020	02/28/2020	(74.60)
9073068	FY19/20-Parks-Irrigation supplies/equip.-park exercise equipment	Paid by Check #24714		02/13/2020	02/28/2020	02/28/2020	02/20/2020	02/28/2020	101.56
9122886	FY19/20-Parks-Irrigation supplies/equip.	Paid by Check #24714		02/22/2020	02/28/2020	02/28/2020	02/24/2020	02/28/2020	1,237.92
9122887	FY19/20-Parks-Irrigation supplies/equip.	Paid by Check #24714		02/22/2020	02/28/2020	02/28/2020	02/24/2020	02/28/2020	294.64
Vendor 36 - Ewing Irrigation Products Totals									Invoices 4
									\$1,559.52
Vendor 235 - FERGUSON ENTERPRISES, LLC									
1505800	FERGUSON - 1" METERS	Paid by Check #24715		11/05/2019	02/28/2020	02/28/2020		02/28/2020	16,144.80
1509764	WATER DEPT SUPPLIES	Paid by Check #24715		11/18/2019	02/28/2020	02/28/2020		02/28/2020	225.14
1519828	WATER DEPT SUPPLIES	Paid by Check #24715		01/15/2020	02/28/2020	02/28/2020		02/28/2020	342.80
Vendor 235 - FERGUSON ENTERPRISES, LLC Totals									Invoices 3
									\$16,712.74
Vendor 314 - Financial Forms & Supplies, Inc.									
37776	Office Supplies	Paid by Check #24716		02/12/2020	02/28/2020	02/28/2020		02/28/2020	103.20
Vendor 314 - Financial Forms & Supplies, Inc. Totals									Invoices 1
									\$103.20
Vendor 696 - Crystal Flores									
Sacramento 3/20	ATTENDING PLANNING COMMISSIONERS ACADEMY	Paid by Check #24717		02/05/2020	02/28/2020	02/28/2020		02/28/2020	152.00
Vendor 696 - Crystal Flores Totals									Invoices 1
									\$152.00
Vendor 1518 - Formation Environmental, LLC									
5519	REMEDATION REVIEW, TOSCO - JAN 2020	Paid by Check #24718		01/26/2020	02/28/2020	02/28/2020		02/28/2020	3,878.75
5520	REMEDATION REVIEW, GAS N SAVE - JAN 2020	Paid by Check #24718		01/26/2020	02/28/2020	02/28/2020		02/28/2020	965.00
Vendor 1518 - Formation Environmental, LLC Totals									Invoices 2
									\$4,843.75
Vendor 18 - The Gas Company									
126315560032/20	DSC - Gas Co. 01/04 - 2/3/20	Paid by Check #24719		02/05/2020	02/28/2020	02/28/2020		02/28/2020	408.63
Vendor 18 - The Gas Company Totals									Invoices 1
									\$408.63
Vendor 712 - GLS US									
4137803	POSTAGE FEES	Paid by Check #24720		02/15/2020	02/28/2020	02/28/2020		02/28/2020	28.46
Vendor 712 - GLS US Totals									Invoices 1
									\$28.46
Vendor 1641 - Gulf Coast Pharmaceuticals, LLC									
S247897	Supplies	Paid by Check #24721		02/17/2020	02/28/2020	02/28/2020		02/28/2020	986.83
Vendor 1641 - Gulf Coast Pharmaceuticals, LLC Totals									Invoices 1
									\$986.83



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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 1431 - Patricia Hartman									
2/21/20	Reimburse Anthem	Paid by Check #24722		02/21/2020	02/28/2020	02/28/2020		02/28/2020	565.42
		Vendor 1431 - Patricia Hartman Totals				Invoices	1		<u>\$565.42</u>
Vendor 680 - Ismael Hernandez									
Monterey 3/20	ATTENDING PUBLIC WORKS OFFICERS INSTITUTE & EXPO	Paid by Check #24723		02/05/2020	02/28/2020	02/28/2020		02/28/2020	152.00
		Vendor 680 - Ismael Hernandez Totals				Invoices	1		<u>\$152.00</u>
Vendor 1150 - Hoffman Security									
462705	DSC - Security Monitoring	Paid by Check #24724		02/20/2020	02/28/2020	02/28/2020		02/28/2020	105.00
		Vendor 1150 - Hoffman Security Totals				Invoices	1		<u>\$105.00</u>
Vendor 565 - Stephanie Hurtado									
Long Beach 03/20	FY19/20-Comm. Svcs.- Travel/Conf-CPRS Conf. & Expo 3/10-3/13	Paid by Check #24725		02/14/2020	02/28/2020	02/28/2020	02/24/2020	02/28/2020	142.00
		Vendor 565 - Stephanie Hurtado Totals				Invoices	1		<u>\$142.00</u>
Vendor 856 - Internal Revenue Service									
2020-00000394	FED - Federal*	Paid by EFT #32010		02/20/2020	02/24/2020	02/24/2020		02/24/2020	47,452.62
		Vendor 856 - Internal Revenue Service Totals				Invoices	1		<u>\$47,452.62</u>
Vendor 472 - Jacobson James & Associates									
2001.0025	SENTINEL WELL MONITORING - JAN 2020	Paid by Check #24726		02/10/2020	02/28/2020	02/28/2020		02/28/2020	2,028.15
		Vendor 472 - Jacobson James & Associates Totals				Invoices	1		<u>\$2,028.15</u>
Vendor 440 - Johnson Controls Security Solutions									
33863738	Vocational Center	Paid by Check #24727		02/08/2020	02/28/2020	02/28/2020		02/28/2020	808.34
		Vendor 440 - Johnson Controls Security Solutions Totals				Invoices	1		<u>\$808.34</u>
Vendor 1403 - Kings Industrial Occupational Medical Center, Inc.									
75368	Professional Services	Paid by Check #24728		01/17/2020	02/28/2020	02/28/2020		02/28/2020	874.00
		Vendor 1403 - Kings Industrial Occupational Medical Center, Inc. Totals				Invoices	1		<u>\$874.00</u>
Vendor 449 - Les Schwab Tire Centers of Central California									
55100213378	TIRES FOR M 736	Paid by Check #24729		02/12/2020	02/28/2020	02/28/2020		02/28/2020	157.95
		Vendor 449 - Les Schwab Tire Centers of Central California Totals				Invoices	1		<u>\$157.95</u>
Vendor 22 - Moore Twining Associates Inc.									
0124583	WATER SAMPLE TESTING WWTP - IN HOUSE	Paid by Check #24730		02/11/2020	02/28/2020	02/28/2020		02/28/2020	108.00
0125100	WATER SAMPLE TESTING WWTP - IN HOUSE	Paid by Check #24730		02/21/2020	02/28/2020	02/28/2020		02/28/2020	226.00



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0125101	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #24730		02/21/2020	02/28/2020	02/28/2020		02/28/2020	88.00
0125104	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #24730		02/21/2020	02/28/2020	02/28/2020		02/28/2020	88.00
Vendor 22 - Moore Twining Associates Inc. Totals								Invoices 4	\$510.00
Vendor 1638 - Northland Process Piping, Inc.									
BILL026567	Northland Process Piping Screw Conveyor	Paid by Check #24731		02/20/2020	02/28/2020	02/28/2020		02/28/2020	11,647.57
Vendor 1638 - Northland Process Piping, Inc. Totals								Invoices 1	\$11,647.57
Vendor 142 - Office Depot BSD									
443031927001	Office Supplies	Paid by Check #24732		02/13/2020	02/28/2020	02/28/2020		02/28/2020	66.54
438882026001	DSC - C&C Supplies	Paid by Check #24732		02/05/2020	02/28/2020	02/28/2020		02/28/2020	17.00
438904079001	DSC - Office Supplies (keyboard)	Paid by Check #24732		02/05/2020	02/28/2020	02/28/2020		02/28/2020	108.49
439782400001	DSC Office Supplies	Paid by Check #24732		02/06/2020	02/28/2020	02/28/2020		02/28/2020	66.15
Vendor 142 - Office Depot BSD Totals								Invoices 4	\$258.18
Vendor 1642 - Opus Bank									
2/3/20	530000012740 2019 WW	Paid by Check #24733		02/03/2020	02/28/2020	02/28/2020		02/28/2020	18,832.80
Vendor 1642 - Opus Bank Totals								Invoices 1	\$18,832.80
Vendor 76 - Pacific Gas & Electric									
618305447402/20	Utilities	Paid by Check #24734		02/10/2020	02/28/2020	02/28/2020		02/28/2020	3,618.97
774843071192/20	1133 College	Paid by Check #24734		02/09/2020	02/28/2020	02/28/2020		02/28/2020	19.10
169314496942/20	Parks	Paid by Check #24734		02/10/2020	02/28/2020	02/28/2020		02/28/2020	34.51
339630846042/20	Parks	Paid by Check #24734		02/10/2020	02/28/2020	02/28/2020		02/28/2020	10.53
602118118762/20	Parks	Paid by Check #24734		02/10/2020	02/28/2020	02/28/2020		02/28/2020	1,608.32
945914183252/20	Parks	Paid by Check #24734		02/10/2020	02/28/2020	02/28/2020		02/28/2020	10.52
294652070082/20	Parks	Paid by Check #24734		02/11/2020	02/28/2020	02/28/2020		02/28/2020	42.04
731427487112/20	Parks	Paid by Check #24734		02/11/2020	02/28/2020	02/28/2020		02/28/2020	1,654.73
155771097452/20	1851 Kamm	Paid by Check #24734		02/12/2020	02/28/2020	02/28/2020		02/28/2020	1,949.12
831902407272/20	Parks	Paid by Check #24734		02/12/2020	02/28/2020	02/28/2020		02/28/2020	26.63
Vendor 76 - Pacific Gas & Electric Totals								Invoices 10	\$8,974.47
Vendor 7 - Pena's Disposal Services									
492267	FY19/20-Parks-Yard waste service- Vuich Park	Paid by Check #24735		02/20/2020	02/28/2020	02/28/2020	02/19/2020	02/28/2020	364.96
Vendor 7 - Pena's Disposal Services Totals								Invoices 1	\$364.96
Vendor 1607 - Juan Pinedo									
Reimb. Uniform	PD - Uniform / Campaign Hat Reimbursement	Paid by Check #24736		02/11/2020	02/28/2020	02/28/2020		02/28/2020	140.34
Vendor 1607 - Juan Pinedo Totals								Invoices 1	\$140.34



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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 157 - Quill Corp.									
4964805	Paper	Paid by Check #24737		02/21/2020	02/28/2020	02/28/2020		02/28/2020	143.18
			Vendor 157 - Quill Corp. Totals			Invoices	1		<u>\$143.18</u>
Vendor 349 - RES COM Pest Control									
1798498	PD - Dog Kennel Pest Control Service	Paid by Check #24738		02/20/2020	02/28/2020	02/28/2020		02/28/2020	44.00
			Vendor 349 - RES COM Pest Control Totals			Invoices	1		<u>\$44.00</u>
Vendor 46 - Self Help Enterprises									
DINCDPI 01-20	DINCDPI CDBG PROGRAM INCOME	Paid by Check #24739		01/30/2020	02/28/2020	02/28/2020		02/28/2020	350.00
DINHMPI 01-20	DINHMPI - HOME PROGRAM INCOME	Paid by Check #24739		01/31/2020	02/28/2020	02/28/2020		02/28/2020	250.00
DINSP120	PREP OF 2019-20 HOME PROGRAM APPLICATION	Paid by Check #24739		02/10/2020	02/28/2020	02/28/2020		02/28/2020	3,000.00
			Vendor 46 - Self Help Enterprises Totals			Invoices	3		<u>\$3,600.00</u>
Vendor 214 - Stericycle, Inc.									
3005008778	March 2020	Paid by Check #24740		03/01/2020	02/28/2020	02/28/2020		02/28/2020	130.68
			Vendor 214 - Stericycle, Inc. Totals			Invoices	1		<u>\$130.68</u>
Vendor 163 - TAG/AMS Inc.									
2762165	DRUG TESTS	Paid by Check #24741		02/10/2020	02/28/2020	02/28/2020		02/28/2020	184.00
			Vendor 163 - TAG/AMS Inc. Totals			Invoices	1		<u>\$184.00</u>
Vendor 581 - Michele Tapia									
LongBeach 3/20	FY19/20-Comm. Svcs.- Travel/Conf-CPRS Conf. & Expo 3/10-3/13	Paid by Check #24742		02/14/2020	02/28/2020	02/28/2020	02/24/2020	02/28/2020	142.00
			Vendor 581 - Michele Tapia Totals			Invoices	1		<u>\$142.00</u>
Vendor 92 - Target Specialty Products									
INVP500012107	PEST CONTROL - WWTP	Paid by Check #24743		01/29/2020	02/28/2020	02/28/2020		02/28/2020	322.77
			Vendor 92 - Target Specialty Products Totals			Invoices	1		<u>\$322.77</u>
Vendor 426 - Tioga Solar									
SLB-5836	TIOGA - SOLAR PRODUCTION FOR JANUARY 2020	Paid by Check #24744		01/31/2020	02/28/2020	02/28/2020		02/28/2020	20,820.62
			Vendor 426 - Tioga Solar Totals			Invoices	1		<u>\$20,820.62</u>
Vendor 49 - Tulare County									
17831	PD - Vinyl Sign on Coroplast Check / Volunteers	Paid by Check #24746		02/20/2020	02/28/2020	02/28/2020		02/28/2020	45.26
IN0184583	SMALL FACILITY GENERATOR PERMIT	Paid by Check #24745		02/04/2020	02/28/2020	02/28/2020		02/28/2020	481.00



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
			Vendor	49 - Tulare County Totals		Invoices		2	\$526.26
Vendor 273 - US Bank									
407233386	PD - Copiers - Lease Charges	Paid by Check #24747		02/14/2020	02/28/2020	02/28/2020		02/28/2020	907.06
			Vendor	273 - US Bank Totals		Invoices		1	\$907.06
Vendor 354 - Verizon Wireless									
9848320451	March 2020	Paid by Check #24748		02/12/2020	02/28/2020	02/28/2020		02/28/2020	351.19
9847895542	PW PHONE CHARGES	Paid by Check #24749		02/07/2020	02/28/2020	02/28/2020		02/28/2020	439.63
			Vendor	354 - Verizon Wireless Totals		Invoices		2	\$790.82
Vendor 1195 - Viking Ready Mix Co. Inc.									
222705	Viking Ready Mix concrete work	Paid by Check #24750		01/28/2020	02/28/2020	02/28/2020		02/28/2020	570.71
224274	Viking Concrete Project	Paid by Check #24750		02/19/2020	02/28/2020	02/28/2020		02/28/2020	600.01
			Vendor	1195 - Viking Ready Mix Co. Inc. Totals		Invoices		2	\$1,170.72
Vendor 104 - Vision Service Plan									
808793137	March 2020	Paid by Check #24751		02/19/2020	02/28/2020	02/28/2020		02/28/2020	2,845.12
			Vendor	104 - Vision Service Plan Totals		Invoices		1	\$2,845.12
Vendor 14 - W & E Electric									
2001107	AERATOR MOTORS	Paid by Check #24752		01/28/2020	02/28/2020	02/28/2020		02/28/2020	580.44
			Vendor	14 - W & E Electric Totals		Invoices		1	\$580.44
Vendor 549 - Wal-Mart									
2508 2/3/20	DSC - Wal-Mart Charges	Paid by Check #24753		02/03/2020	02/28/2020	02/28/2020		02/28/2020	231.55
2441 020920	PD - Supplies	Paid by Check #24754		02/09/2020	02/28/2020	02/28/2020		02/28/2020	444.51
			Vendor	549 - Wal-Mart Totals		Invoices		2	\$676.06
Vendor 1067 - Yamabe & Horn Engineering Inc.									
44045	Y&H United Health & Lot line adj 220 S L St	Paid by Check #24755		02/10/2020	02/28/2020	02/28/2020		02/28/2020	1,068.50
44047	Y&H Engineering Support City Projects	Paid by Check #24755		02/10/2020	02/28/2020	02/28/2020		02/28/2020	69,186.63
44056	Y&H Engineering Support Subdivisions	Paid by Check #24755		02/10/2020	02/28/2020	02/28/2020		02/28/2020	14,147.90
44063	Y&H Signal Synch Project	Paid by Check #24755		02/10/2020	02/28/2020	02/28/2020		02/28/2020	802.50
44064	Y&H Kamm And Greene	Paid by Check #24755		02/10/2020	02/28/2020	02/28/2020		02/28/2020	1,160.00
44065	Y&H South College Railroad Project	Paid by Check #24755		02/10/2020	02/28/2020	02/28/2020		02/28/2020	63.38
44066	Y&H Alta Nebraska Environmental	Paid by Check #24755		02/10/2020	02/28/2020	02/28/2020		02/28/2020	9,868.95
44067	Y&H Alta Nebraska Roundabout ROW	Paid by Check #24755		02/10/2020	02/28/2020	02/28/2020		02/28/2020	3,184.25
44068	Y&H Alta Nebraska Roundabout Design	Paid by Check #24755		02/10/2020	02/28/2020	02/28/2020		02/28/2020	1,081.00



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
44069	Y&H Dinuba Green Median	Paid by Check #24755		02/10/2020	02/28/2020	02/28/2020		02/28/2020	386.50
44070	Y&H Kern Street Storm Drain Improv	Paid by Check #24755		02/10/2020	02/28/2020	02/28/2020		02/28/2020	5,175.00
44071	Y&H Sequoia Apartment Complex	Paid by Check #24755		02/10/2020	02/28/2020	02/28/2020		02/28/2020	250.25
44072	Y&h Cut off wall traver Canal	Paid by Check #24755		02/10/2020	02/28/2020	02/28/2020		02/28/2020	8,780.50
44073	Y&H Building Official Support	Paid by Check #24755		02/10/2020	02/28/2020	02/28/2020		02/28/2020	6,222.50
44074	Y&H Engineering Support	Paid by Check #24755		02/10/2020	02/28/2020	02/28/2020		02/28/2020	6,718.95
44075	Y&H Well No. 21	Paid by Check #24755		02/10/2020	02/28/2020	02/28/2020		02/28/2020	107.25
44076	Y&H Comm Development NW Corner El Monte Englehart	Paid by Check #24755		02/10/2020	02/28/2020	02/28/2020		02/28/2020	28.25
		Vendor	1067 - Yamabe & Horn Engineering Inc. Totals			Invoices	17		\$128,232.31
Vendor	1313 - Yopez Plumbing								
05682	WATER LEAK CITY BUILDERS - 358 W EL MONTE WAY	Paid by Check #24756		01/29/2020	02/28/2020	02/28/2020		02/28/2020	1,130.00
		Vendor	1313 - Yopez Plumbing Totals			Invoices	1		\$1,130.00
Vendor	DAWSON-MAULDIN LLC								
CWM2020-2	WATER METER DEPOSIT REFUND	Paid by Check #24757		02/18/2020	02/28/2020	02/28/2020		02/28/2020	750.00
		Vendor	DAWSON-MAULDIN LLC Totals			Invoices	1		\$750.00
		Grand Totals			Invoices		120		\$731,855.32



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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									
124432	FILTER ELEMENT FOR T 20	Paid by Check #24758		02/20/2020	03/06/2020	03/06/2020		03/06/2020	110.78
		Vendor 367 - A-1 Auto Electric Totals				Invoices	1		<u>\$110.78</u>
Vendor 263 - Advantek Benefit Administrators									
2003 0011	Contractual	Paid by Check #24759		02/25/2020	03/06/2020	03/06/2020		03/06/2020	56,079.43
		Vendor 263 - Advantek Benefit Administrators Totals				Invoices	1		<u>\$56,079.43</u>
Vendor 20 - Ameritas Life Insurance									
March 2020	010-007745-00001	Paid by Check #24760		02/20/2020	03/06/2020	03/06/2020		03/06/2020	16,921.56
		Vendor 20 - Ameritas Life Insurance Totals				Invoices	1		<u>\$16,921.56</u>
Vendor 351 - Anthem Blue Cross									
000108985614	Medders 936A79191	Paid by Check #24761		02/08/2020	03/06/2020	03/06/2020		03/06/2020	695.49
		Vendor 351 - Anthem Blue Cross Totals				Invoices	1		<u>\$695.49</u>
Vendor 17 - AT&T									
93910547362/20	PD - 01/20/2020 - 02/19/2020	Paid by Check #24762		02/20/2020	03/06/2020	03/06/2020		03/06/2020	197.62
		Vendor 17 - AT&T Totals				Invoices	1		<u>\$197.62</u>
Vendor 289 - AT&T Mobility LLC									
2872350721992/20	Telephone	Paid by Check #24764		02/16/2020	03/06/2020	03/06/2020		03/06/2020	84.72
2870151847342/20	February 2020	Paid by Check #24763		02/16/2020	03/06/2020	03/06/2020		03/06/2020	88.24
		Vendor 289 - AT&T Mobility LLC Totals				Invoices	2		<u>\$172.96</u>
Vendor 65 - Banner Pest Control									
194138	PD - Removal of Pigeons Downtown	Paid by Check #24765		02/04/2020	03/06/2020	03/06/2020		03/06/2020	75.00
194389	PD - Removal of Pigeons Downtown	Paid by Check #24765		02/17/2020	03/06/2020	03/06/2020		03/06/2020	75.00
		Vendor 65 - Banner Pest Control Totals				Invoices	2		<u>\$150.00</u>
Vendor 116 - BSK Analytical Laboratories									
AD03390	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #24766		02/24/2020	03/06/2020	03/06/2020		03/06/2020	144.00
		Vendor 116 - BSK Analytical Laboratories Totals				Invoices	1		<u>\$144.00</u>
Vendor 335 - California Fire Chief's Association									
2019-20	2019-20 Thompson/Doyle	Paid by Check #24767		03/03/2020	03/06/2020	03/06/2020		03/06/2020	960.00
		Vendor 335 - California Fire Chief's Association Totals				Invoices	1		<u>\$960.00</u>
Vendor 1275 - California Turf Equipment									
443715	Fy 19/20-Parks-Loop handle trimmers (2)	Paid by Check #24768		02/26/2020	03/06/2020	03/06/2020	03/02/2020	03/06/2020	571.54
		Vendor 1275 - California Turf Equipment Totals				Invoices	1		<u>\$571.54</u>



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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 1620 - Central Valley Forensic Nursing Specialists									
1031	PD - Victim Exam - DF1903878	Paid by Check #24769		12/31/2019	03/06/2020	03/06/2020		03/06/2020	1,200.00
	Vendor 1620 - Central Valley Forensic Nursing Specialists Totals					Invoices	1		\$1,200.00
Vendor 44 - Central Valley Lock & Safe									
56029	Fy 19/20-CS-Labor & service calls for repair on safe handle	Paid by Check #24770		08/23/2019	03/06/2020	03/06/2020	02/27/2020	03/06/2020	280.00
	Vendor 44 - Central Valley Lock & Safe Totals					Invoices	1		\$280.00
Vendor 1145 - City of Dinuba FSA									
2020-00000407	42 - FSA Medical Pre Tax*	Paid by Check #6310		03/04/2020	03/05/2020	03/05/2020		03/05/2020	2,567.60
	Vendor 1145 - City of Dinuba FSA Totals					Invoices	1		\$2,567.60
Vendor 1066 - CLIA Laboratory Program									
05D0948707 2020	2020-2022 License	Paid by Check #24771		01/21/2020	03/06/2020	03/06/2020		03/06/2020	180.00
	Vendor 1066 - CLIA Laboratory Program Totals					Invoices	1		\$180.00
Vendor 1238 - Coleman & Horowitz, LLP									
387301 B	SGI/Dokken- credit for an overpayment	Paid by Check #24772		06/30/2019	03/06/2020	03/06/2020		03/06/2020	(13,642.40)
391227	SGI/Dokken	Paid by Check #24772		08/31/2019	03/06/2020	03/06/2020		03/06/2020	3,936.00
393224	SGI/Dokken	Paid by Check #24772		09/30/2019	03/06/2020	03/06/2020		03/06/2020	5,987.60
403094	SGI/Dokken	Paid by Check #24772		12/31/2019	03/06/2020	03/06/2020		03/06/2020	9,018.00
405338	SGI/Dokken	Paid by Check #24772		01/31/2020	03/06/2020	03/06/2020		03/06/2020	10,980.00
	Vendor 1238 - Coleman & Horowitz, LLP Totals					Invoices	5		\$16,279.20
Vendor 541 - Colonial Life Premium Processing									
2020-00000408	40 - Colonial Life Pre Tax*	Paid by Check #6311		03/04/2020	03/05/2020	03/05/2020		03/05/2020	2,238.63
	Vendor 541 - Colonial Life Premium Processing Totals					Invoices	1		\$2,238.63
Vendor 199 - Dale's Diesel, Inc.									
37737	REPAIR PART FOR U 12	Paid by Check #24773		02/03/2020	03/06/2020	03/06/2020		03/06/2020	81.55
37738	REPAIR PART FOR U 04	Paid by Check #24773		02/05/2020	03/06/2020	03/06/2020		03/06/2020	323.87
	Vendor 199 - Dale's Diesel, Inc. Totals					Invoices	2		\$405.42
Vendor 475 - Dean's Scale & Balance Service									
021120	LAB SCALE CALIBRATION	Paid by Check #24774		02/11/2020	03/06/2020	03/06/2020		03/06/2020	325.00
	Vendor 475 - Dean's Scale & Balance Service Totals					Invoices	1		\$325.00
Vendor 30 - Dinuba Chamber of Commerce									
10/19-2/20	Main Street Bid Fund	Paid by Check #24775		03/04/2020	03/06/2020	03/06/2020		03/06/2020	1,378.51
	Vendor 30 - Dinuba Chamber of Commerce Totals					Invoices	1		\$1,378.51
Vendor 542 - Dinuba Employee's Association									
2020-00000409	09 - Employee Association	Paid by Check #6312		03/04/2020	03/05/2020	03/05/2020		03/05/2020	287.50



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Vendor 542 - Dinuba Employee's Association Totals						Invoices	1		\$287.50
Vendor 543 - Dinuba Police Officer's Association									
2020-00000410	14 - Police Officers Association	Paid by Check #6313		03/04/2020	03/05/2020	03/05/2020		03/05/2020	1,350.00
Vendor 543 - Dinuba Police Officer's Association Totals						Invoices	1		\$1,350.00
Vendor 407 - Ed's Custom Collision Center									
11828	PD - Unit #45 - Collision Repairs / Lic #1458125	Paid by Check #24776		09/23/2019	03/06/2020	03/06/2020		03/06/2020	700.00
Vendor 407 - Ed's Custom Collision Center Totals						Invoices	1		\$700.00
Vendor 309 - Elbert Distributing									
PI0026405	FLEET SUPPLIES	Paid by Check #24777		02/19/2020	03/06/2020	03/06/2020		03/06/2020	219.13
Vendor 309 - Elbert Distributing Totals						Invoices	1		\$219.13
Vendor 280 - Entersect									
120EP31191	PD - January 2020	Paid by Check #24778		01/31/2020	03/06/2020	03/06/2020		03/06/2020	100.00
220EP31191	PD - February 2020 Service	Paid by Check #24778		02/29/2020	03/06/2020	03/06/2020		03/06/2020	100.00
Vendor 280 - Entersect Totals						Invoices	2		\$200.00
Vendor 544 - Firemen's Association									
2020-00000411	04 - Fire Association Dues*	Paid by Check #6314		03/04/2020	03/05/2020	03/05/2020		03/05/2020	1,283.80
Vendor 544 - Firemen's Association Totals						Invoices	1		\$1,283.80
Vendor 223 - Franchise Tax Board									
2020-00000412	98 - Garnishment %	Paid by Check #6315		03/04/2020	03/05/2020	03/05/2020		03/05/2020	119.73
Vendor 223 - Franchise Tax Board Totals						Invoices	1		\$119.73
Vendor 171 - Fruit Growers Supply Co.									
92123182	Fy 19/20-Parks-Supplies	Paid by Check #24779		02/24/2020	03/06/2020	03/06/2020	03/02/2020	03/06/2020	10.43
Vendor 171 - Fruit Growers Supply Co. Totals						Invoices	1		\$10.43
Vendor 242 - Green Box Rentals, Inc.									
71646	Fy 19/20-Sports-Mo rental storage cont at rec center for sports	Paid by Check #24780		02/29/2020	03/06/2020	03/06/2020	02/28/2020	03/06/2020	70.53
71651	Fy 19/20-Parks-Mo rental storage cont at Vuich park	Paid by Check #24780		02/29/2020	03/06/2020	03/06/2020	02/28/2020	03/06/2020	81.38
Vendor 242 - Green Box Rentals, Inc. Totals						Invoices	2		\$151.91
Vendor 379 - Guardian EMS Products									
4849	Supplies	Paid by Check #24781		01/30/2020	03/06/2020	03/06/2020		03/06/2020	375.10
Vendor 379 - Guardian EMS Products Totals						Invoices	1		\$375.10
Vendor 139 - Henry Schein Inc.									
74095820	Supplies	Paid by Check #24782		02/19/2020	03/06/2020	03/06/2020		03/06/2020	367.16
74231631	Supplies	Paid by Check #24782		02/24/2020	03/06/2020	03/06/2020		03/06/2020	536.06



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		Vendor 139 - Henry Schein Inc. Totals			Invoices		2		\$903.22
Vendor 545 - I.C.M.A. Retirement Trust									
2020-00000413	30 - 457 - Employee ICMA \$*	Paid by Check #6316		03/04/2020	03/05/2020	03/05/2020		03/05/2020	3,131.07
		Vendor 545 - I.C.M.A. Retirement Trust Totals			Invoices		1		\$3,131.07
Vendor 89 - Liebert Cassidy Whitmore									
1486081	Negotiations	Paid by Check #24783		09/30/2019	03/06/2020	03/06/2020		03/06/2020	1,295.00
1486082	Galvan	Paid by Check #24783		09/30/2019	03/06/2020	03/06/2020		03/06/2020	23.50
1492389	Negotiations	Paid by Check #24783		01/31/2020	03/06/2020	03/06/2020		03/06/2020	3,256.00
1492391	General	Paid by Check #24783		01/31/2020	03/06/2020	03/06/2020		03/06/2020	2,392.00
1492388	General	Paid by Check #24783		01/31/2020	03/06/2020	03/06/2020		03/06/2020	2,677.00
1492390	Galvan	Paid by Check #24783		01/31/2020	03/06/2020	03/06/2020		03/06/2020	23.50
		Vendor 89 - Liebert Cassidy Whitmore Totals			Invoices		6		\$9,667.00
Vendor 591 - SILVIA MUNOZ									
Las Vegas 3/20	ABC 360 Conference	Paid by Check #24784		02/25/2020	03/06/2020	03/06/2020		03/06/2020	111.00
		Vendor 591 - SILVIA MUNOZ Totals			Invoices		1		\$111.00
Vendor 1235 - New York Life Insurance Company									
2020-00000414	15 - New York Life Insurance	Paid by Check #6317		03/04/2020	03/05/2020	03/05/2020		03/05/2020	1,349.46
		Vendor 1235 - New York Life Insurance Company Totals			Invoices		1		\$1,349.46
Vendor 142 - Office Depot BSD									
443512741001	Office Supplies	Paid by Check #24785		02/14/2020	03/06/2020	03/06/2020		03/06/2020	239.11
447858326001	Supplies	Paid by Check #24785		02/25/2020	03/06/2020	03/06/2020		03/06/2020	26.70
44602437001	Fy 19/20-Office Supplies	Paid by Check #24785		02/20/2020	03/06/2020	03/06/2020	02/25/2020	03/06/2020	97.24
445070577001	PD - Supplies	Paid by Check #24785		02/19/2020	03/06/2020	03/06/2020		03/06/2020	279.86
		Vendor 142 - Office Depot BSD Totals			Invoices		4		\$642.91
Vendor 76 - Pacific Gas & Electric									
316657841902/20	3007 Kamm	Paid by Check #24786		02/19/2020	03/06/2020	03/06/2020		03/06/2020	63.03
432339024692/20	Parks	Paid by Check #24786		02/14/2020	03/06/2020	03/06/2020		03/06/2020	61.65
854359817422/20	Parks	Paid by Check #24786		02/14/2020	03/06/2020	03/06/2020		03/06/2020	202.43
901837373532/20	Parks	Paid by Check #24786		02/14/2020	03/06/2020	03/06/2020		03/06/2020	898.07
919617675882/20	Parks	Paid by Check #24786		02/14/2020	03/06/2020	03/06/2020		03/06/2020	67.51
502221469092/20	Parks	Paid by Check #24786		02/21/2020	03/06/2020	03/06/2020		03/06/2020	205.50
		Vendor 76 - Pacific Gas & Electric Totals			Invoices		6		\$1,498.19
Vendor 61 - Silvas Oil Company Inc.									
161884CT	February 2020	Paid by Check #24787		02/29/2020	03/06/2020	03/06/2020		03/06/2020	1,122.41
		Vendor 61 - Silvas Oil Company Inc. Totals			Invoices		1		\$1,122.41
Vendor 546 - State Disbursement Unit									
2020-00000415	99 - Child Support*	Paid by Check #6318		03/04/2020	03/05/2020	03/05/2020		03/05/2020	1,430.28



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Vendor 546 - State Disbursement Unit Totals				Invoices			1		\$1,430.28
Vendor 1447 - Monte Sylvester									
3/2/20	Athem	Paid by Check #24788		03/02/2020	03/06/2020	03/06/2020		03/06/2020	264.66
Vendor 1447 - Monte Sylvester Totals				Invoices			1		\$264.66
Vendor 49 - Tulare County									
2020-00000416	98 - Garnishment %*	Paid by Check #6319		03/04/2020	03/05/2020	03/05/2020		03/05/2020	1,633.85
Vendor 49 - Tulare County Totals				Invoices			1		\$1,633.85
Vendor 273 - US Bank									
408024404	March 2020	Paid by Check #24789		02/24/2020	03/06/2020	03/06/2020		03/06/2020	536.07
Vendor 273 - US Bank Totals				Invoices			1		\$536.07
Vendor 101 - Valley Soil & Forest Products									
36391	Fy 19/20-Parks-Purchased dirt	Paid by Check #24790		02/19/2020	03/06/2020	03/06/2020	02/27/2020	03/06/2020	228.37
36411	Fy 19/20-Parks-Purchased dirt	Paid by Check #24790		02/21/2020	03/06/2020	03/06/2020	02/24/2020	03/06/2020	242.13
Vendor 101 - Valley Soil & Forest Products Totals				Invoices			2		\$470.50
Vendor 354 - Verizon Wireless									
9848404991	Admin	Paid by Check #24794		02/14/2020	03/06/2020	03/06/2020		03/06/2020	170.64
9848404992	CM	Paid by Check #24795		02/14/2020	03/06/2020	03/06/2020		03/06/2020	190.63
9848404990	March 2020	Paid by Check #24792		02/14/2020	03/06/2020	03/06/2020		03/06/2020	395.54
9848404989	Fy 19/20-Monthly cell phone bill	Paid by Check #24791		02/14/2020	03/06/2020	03/06/2020		03/06/2020	934.22
9848404988	ADMIN PHONE CHARGES	Paid by Check #24793		02/14/2020	03/06/2020	03/06/2020		03/06/2020	284.40
Vendor 354 - Verizon Wireless Totals				Invoices			5		\$1,975.43
Vendor 877 - Volunteer Fire Association									
2020-00000417	10 - Volunteer Fire Association	Paid by Check #6320		03/04/2020	03/05/2020	03/05/2020		03/05/2020	45.00
Vendor 877 - Volunteer Fire Association Totals				Invoices			1		\$45.00
Vendor 338 - Xcelerate Fitness									
2020-00000418	96 - Gym Dues	Paid by Check #6321		03/04/2020	03/05/2020	03/05/2020		03/05/2020	59.07
Vendor 338 - Xcelerate Fitness Totals				Invoices			1		\$59.07
Vendor Josefina Flores									
Refund for fees	Fy 19/20-Refund of fees for softball reg & parent shirt-S.Valenc	Paid by Check #24796		02/26/2020	03/06/2020	03/06/2020	02/26/2020	03/06/2020	53.00
Vendor Josefina Flores Totals				Invoices			1		\$53.00
Grand Totals				Invoices			74		\$130,448.46