



CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, February 11, 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

Hands in the Community Request for Sponsorship (LB)

RECOMMENDATION

Council to approve a request for sponsorship in the amount of \$800 for the 7th

annual golf tournament, scheduled to take place at Ridge Creek Golf Course on May 1, 2020.

4.2. SUBJECT

Resolution No. 2020-11 Approving an Application for Funding and Execution of Agreement for 2019-2020 Community Development Block (CDBG) Program (IH)

RECOMMENDATION

Council adopt Resolution Number 2020-11 authorizing the submittal of a Community Development Block Grant (CDBG) application in the amount of \$3,500,000 for funding of the North Dinuba Improvements Project.

4.3. SUBJECT

Resolution No. 2020-09, Authorization to Execute Program Supplement for Design of the Roadway Segment Safety Improvements Project (JW)

RECOMMENDATION

Council adopt Resolution No. 2020-09 authorizing the City Manager or designee to execute the Program Supplement Agreement and future Program Supplement Agreements with the California Department of Transportation (Caltrans) for the Roadway Segment Safety Improvements Project.

4.4. SUBJECT

City Council Meeting Minutes, January 28, 2020 (LB)

RECOMMENDATION

Council to review and approve the meeting minutes of January 28, 2020, as presented.

4.5. SUBJECT

City of Dinuba Relay for Life Team (CT)

RECOMMENDATION

Council to approve the City of Dinuba Relay for Life Team sponsorship in the amount of \$3,000.

5. WARRANT REGISTER

5.1. SUBJECT

Warrant Register January 31; February 7, 2020 (MM)

RECOMMENDATION

Council to review and approve the Warrant Register as presented.

6. DEPARTMENT REPORTS

6.1. SUBJECT

Agreement for Professional Services to Update the Parks and Recreation Master Plan (SH)

RECOMMENDATION

Council approve agreement for professional services with Conservation Technix to update the Parks and Recreation Master Plan and authorize the City Manager or designee to execute the agreement.

7. MAYOR/COUNCIL REPORTS

8. CITY MANAGER COMMUNICATIONS

9. CITY STAFF COMMUNICATIONS

10. CLOSED SESSION

10.1. 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 of sale

11. 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: CITY MANAGER'S OFFICE

February 11, 2020

To: Mayor and City Council

From: Linda Barkley, City Clerk

Subject: Hands in the Community Request for Sponsorship (LB)

RECOMMENDATION

Council to approve a request for sponsorship in the amount of \$800 for the 7th annual golf tournament, scheduled to take place at Ridge Creek Golf Course on May 1, 2020.

EXECUTIVE SUMMARY

Hands in the Community will hold their annual fund raiser golf tournament on May 1, 2020, at Dinuba Ridge Creek Golf Course. The organization has requested a sponsorship from the City of Dinuba in the amount of \$800 for the event.

OUTSTANDING ISSUES

None.

DISCUSSION

Hands in the Community is a volunteer-driven organization serving the needs of people in Tulare and Kings Counties assisting with access to services towards improved care and well-being. The majority of those served are children, at-risk youth, the elderly, those of low-income.

Hands in the Community holds an annual fundraising golf tournament at Dinuba Ridge Creek Golf Course to raise funds to perpetuate the aforementioned services. The 2020 golf tournament is scheduled for May 1, 2020, and the organization has submitted a request for \$800 from the City of Dinuba. Staff recommends that the City Council authorize the sponsorship which can be funded from the Community Grants/Miscellaneous Fund.

FISCAL IMPACT

Should the City Council approve the request for sponsorship, the amount of \$800 will be funded out of the City's Community Grants/Miscellaneous fund.

PUBLIC HEARING

None required.

ATTACHMENTS:

A. Hands in the Community Request for Donation

ATTACHMENT "A"

7th Annual

Golf Tournament

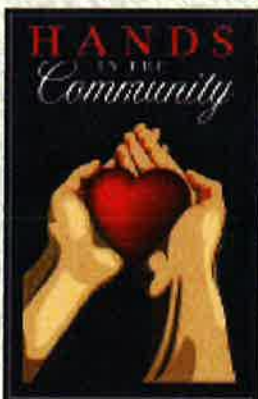
Friday, May 1, 2020

12 Noon Shot-gun Start
@Ridge Creek Golf Club, Dinuba CA

- 4 Man Scramble
 - \$800 Team Sponsor or \$200 per player
 - Lunch, Dinner, Cart, Range balls, Gift Bag!
- (Gift Bag includes – 1 Mulligan, 25 raffle tickets, free bump-up hole, 2 drink tickets, 1 putting contest ticket to win \$200)

Make Checks payable to
Hands in the Community

Our purpose is to provide
volunteers/groups to help
people www.hnconline.org
TAX ID – 20-8356647



All proceeds and sponsorships will help fund more projects in the local community!



City Council Staff Report

Department: PUBLIC WORKS

February 11, 2020

To: Mayor and City Council

From: Ismael Hernandez, Public Works Director

By: George Avila, Business Manager

Subject: Resolution No. 2020-11 Approving an Application for Funding and Execution of Agreement for 2019-2020 Community Development Block (CDBG) Program (IH)

RECOMMENDATION

Council adopt Resolution Number 2020-11 authorizing the submittal of a Community Development Block Grant (CDBG) application in the amount of \$3,500,000 for funding of the North Dinuba Improvements Project.

EXECUTIVE SUMMARY

The City of Dinuba wishes to make much needed public improvements in North Dinuba, including Griggs Avenue. The recently released Notice of Funding Availability issued by the Housing and Community Development Department presents a great opportunity to secure the necessary funding. The State requires that all applying jurisdictions adopt a resolution authorizing the submittal of an application and designating someone to execute all pertinent grant documents.

OUTSTANDING ISSUES

None.

DISCUSSION

On January 21, 2020 the California Department of Housing and Community Development (HCD) announced the availability of approximately \$60 million in Community Development Block Grant (CDBG) Program funds. This funding can be used for a variety of purposes including the construction of public facilities, infrastructure, public services, housing, and economic development. In anticipation of the Notice of Funding Availability (NOFA) the City discussed potential projects with Council on September 10, 2019. The City also held a public hearing on January 14,

2020 to further discuss the potential submittal of a grant application and to receive public comment. Changes to the application process were outlined at this meeting and the public was given the opportunity learn more about the CDBG Program. Upon discussion, staff was directed to apply for funding for the North Dinuba Improvements Projects in the amount of \$3,500,000.

In this year's NOFA, HCD will be accepting infrastructure projects through an "Over the Counter" (OTC) process, awarded on a first-come, first-serve basis. Submitting an application through the OTC process is the City's best chance of receiving a grant award. However, in order to apply under the OTC process, applications for funding must be "shovel-ready." This means that all engineering, design, and environmental review must be completed by time of application. The City has worked closely with its contract engineer and grant administrator and believes it meets the criteria to apply for funding through OTC. HCD will begin accepting applications for funding on February 14, 2020.

If awarded funding, the City could begin construction this summer. This has been a project that the City has tried to fund for many years. This CDBG funding is the first grant opportunity that would pay for the full cost of the project with no required match. Given the strong likelihood of award, staff believes the City should pursue this funding aggressively. One of the last remaining requirements to submit a complete application is a Council resolution authorizing the submittal of an application and designating someone to execute all pertinent grant documents. That resolution is attached herein as, Attachment "A."

FISCAL IMPACT

The cost to prepare the required grant application, grant administration, construction engineering and all construction costs will be funded 100% by Community Development Block Grant (CDBG) funds.

PUBLIC HEARING

None.

ATTACHMENTS:

A. Resolution No. 2020-11

RESOLUTION NO. 2020-11

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

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

SECTION 1:

The City Council has reviewed and hereby approves one or more application(s) in the aggregate amount of \$3,500,000 for the following CDBG activities, pursuant to the January 2020 CDBG NOFA:

Public Improvement Project: North Dinuba Improvement Project Up to \$3.5 Million

SECTION 2:

The City acknowledges compliance with state and federal public participation requirements in the development of this application.

SECTION 3:

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

SECTION 4:

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

SECTION 5:

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

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Dinuba held on the 11th day of February 2020, by the following VOTE:

AYES: COUNCIL MEMBERS:
NAYS: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

//

APPROVED:

Kuldip Thusu, Mayor

ATTEST:

Linda Barkley, City Clerk

STATE OF CALIFORNIA
CITY OF DINUBA

I, _____, City Clerk of the City of Dinuba State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by the Dinuba City Council on this ____ day of _____, 20____ and that said resolution has not been amended or repealed.

City Clerk of City of Dinuba
State of California



City Council Staff Report

Department: ENGINEER/PLANNING

February 11, 2020

To: Mayor and City Council

From: Jason Watts, P.E., City Engineer

By: Elva Patino, Fiscal Analyst II

Subject: Resolution No. 2020-09, Authorization to Execute Program Supplement for Design of the Roadway Segment Safety Improvements Project (JW)

RECOMMENDATION

Council adopt Resolution No. 2020-09 authorizing the City Manager or designee to execute the Program Supplement Agreement and future Program Supplement Agreements with the California Department of Transportation (Caltrans) for the Roadway Segment Safety Improvements Project.

EXECUTIVE SUMMARY

The City was awarded a Highway Safety Improvement Program (HSIP) grant in the amount of \$279,000 for the Roadway Segment Safety Improvements Project. The Project will improve pedestrian safety by narrowing the street width to induce slower vehicle speeds in the subject areas. A Program Supplement Agreement must be executed in order to commence the project's engineering design.

OUTSTANDING ISSUES

None.

DISCUSSION

Resolution No. 2020-09 (Attachment "A") authorizes City staff to execute a Program Supplement Agreement for the design of the Roadway Segment Safety Improvements Project.

On December 18, 2018, the City was awarded \$279,000 in Federal HSIP funds for the Roadway Segment Safety Improvements Project (Attachment "B"). The scope of work includes installing flush median, edge line and center line striping. In addition, the

project will include Class II and Class III bicycle facilities to induce slower vehicle speeds at various locations along Alta Avenue, Crawford Avenue, El Monte Way, Saginaw Avenue, Kamm Avenue, Kern Street, Nebraska Avenue, Englehart Avenue, Surabian Drive and Sequoia Drive.

The City must execute a Program Supplement Agreement (Attachment "C") in order to begin design work on the project. Adoption of Resolution No. 2020-09 will authorize execution of the agreement as required by the Federal HSIP grant and future Program Supplement Agreements. It is anticipated the construction phase will begin in the summer of 2021.

There is a required match in the amount of \$31,000 which will be funded out of the Transportation Fund bringing the total of the project to \$310,000.

FISCAL IMPACT

Grant funds available for design services total \$279,000. A local match of \$31,000 is required and will be funded with transportation funds.

PUBLIC HEARING

None.

ATTACHMENTS:

- A. Resolution 2020-09
- B. Award Letter
- C. Program Supplement

RESOLUTION NO. 2020-09

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA, CALIFORNIA,
AUTHORIZING THE CITY MANAGER OR PUBLIC WORKS DIRECTOR TO
EXECUTE ALL RELATED PROGRAM SUPPLEMENT AGREEMENTS UNDER THE
MASTER AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF
TRANSPORTATION FOR PROJECT HSIPL-5143(034) ON BEHALF OF THE CITY**

WHEREAS, the City of Dinuba is eligible to receive Federal and/or State funding for certain transportation projects, through the California Department of Transportation; and

WHEREAS, the Program Supplement Agreement prepared by the California Department of Transportation need to be executed with the State of California Department of Transportation before such funds can be claimed; and

WHEREAS, the City of Dinuba wishes to delegate authorization to the City Manager or the Public Works Director of the City of Dinuba to execute Program Supplement Agreement No. F022 for Project No. HSIPL-5143 (034) for the Roadway Segment Safety Improvements Project, and future Program Supplement Agreements and/or amendments thereto with the California Department of Transportation.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DINUBA

HEREBY, finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. Program Supplement F022 by and between the City of Dinuba and the State of California, Department of Transportation is approved.
3. The City Manager or the Public Works Director is hereby authorized to execute the Program Supplement Agreement and future Program Supplement Agreements on behalf of the City.

THEREFORE BE IT RESOLVED that this resolution is adopted and approved by the City Council of the City of Dinuba on this 11th day of February, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

By: _____
MAYOR

CITY CLERK

DEPARTMENT OF TRANSPORTATION**DISTRICT 6**

855 M STREET, SUITE 200

FRESNO, CA 93721-2716

PHONE (559) 445-5417

FAX (559) 445-5425

TTY 711

www.dot.ca.gov

*Making conservation a
California way of life.*

December 18, 2018

Mr. Ismael Hernandez
Interim Public Works Director
City of Dinuba
1088 E. Kamm Avenue
Dinuba, CA 93618

Dear Mr. Hernandez:

Congratulations! The following project you submitted for the Highway Safety Improvement Program (HSIP) Cycle 9 funding has been selected for implementation:

APPLICATION ID: 06-Dinuba-2

To view the complete statewide project listing, please visit the HSIP website at:
http://www.dot.ca.gov/hq/LocalPrograms/HSIP/prev_cycle_results.htm.

In HSIP Cycle 9, 221 projects were selected from a candidate pool of 351 applications. These projects are selected for funding either based on the statewide Benefit Cost Ratio (BCR), or under the various set-asides (i.e. set-asides for Guardrail Upgrade, Horizontal Curve Signing, Pedestrian Crossing Enhancements, and Tribes). The selected HSIP projects, totaling \$182 million, will be programmed in the 2019 Federal Statewide Transportation Improvement Plan (FSTIP).

So what is next?**1. Program new HSIP projects into the FSTIP:**

The Metropolitan Planning Organizations (MPOs) will be informed of the projects being approved for funding, and the MPOs will program these projects in their FSTIP. Please note that it is your agency's responsibility to check with your MPO to confirm when the Federal Highway Administration (FHWA) has approved the programming of your projects. At that time your agency may submit a request for authorization (RFA) to begin reimbursable work on the project in accordance with federal-aid project implementation procedures.

While waiting for the projects to be programmed into the FSTIP, your agency is encouraged to prepare documents required for your first Request for Authorization to Proceed (E-76) with

Mr. Ismael Hernandez
December 18, 2018
Page 2

your first phase of work. For more details regarding project implementation, please review the Local Assistance Procedures Manual (LAPM) at <http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm>.

2. Deliver your HSIP projects and meet the delivery milestones per requirements:

For HSIP Cycle 9 projects, the following delivery milestones are required:

- The milestone of E-76 with Preliminary Engineering is met by September 30, 2019; and
- The milestone of E-76 with Construction is met by December 31, 2021.

Caltrans will track the delivery of these HSIP projects. For delivery reports, consequence of not meeting the delivery requirements, exceptions, time extensions and other details, please visit http://www.dot.ca.gov/hq/LocalPrograms/HSIP/delivery_status.htm.

Important: Use EPSP to deliver the projects

Key: Local agencies can and should use the Expedited Project Selection Procedures (EPSP) to deliver their HSIP projects in advance of the FSTIP program year.

Given that a HSIP safety project is programmed in the FSTIP as lump-sum (i.e. not programmed by phases), it is quite often that the actual year of one or more phases will be different from the program year in the FSTIP. When this occurs, local agencies are allowed and encouraged to request for E-76s in any year, using the Expedited Project Selection Procedures (EPSP). The fact that a local HSIP project is not programmed in a given year should NOT hinder the local agency from requesting for authorization in that year, if the local agency is ready to start the work for a project phase. This understanding is especially important in meeting the delivery requirements of the local HSIP projects. For the specifics of using the EPSP, please visit http://www.dot.ca.gov/hq/LocalPrograms/HSIP/delivery_status.htm.

If you have questions, please feel free to contact Charles Garabedian at (559) 445-5590 or at charles.garabedian@dot.ca.gov.

Sincerely,



JAMES PERRAULT, Chief
Office of Local Assistance
Transportation Planning Division

c: Tulare CAG

PROGRAM SUPPLEMENT NO. F022
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 06-5143F15

Adv Project ID **Date:** January 7, 2020
0619000219 **Location:** 06-TUL-0-DBA
 Project Number: HSIPL-5143(034)
 E.A. Number:
 Locode: 5143

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 06/03/16 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____
(See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION: Various Locations along Alta Ave, Crawford Ave, El Monte Way, Saginaw Ave, Kamm Ave, Kern Street, Nebraska Ave, Englehart Ave, Surbian Drive, adn Sequoia Drive.

TYPE OF WORK: Install flush median, edgeline and centeline, and Class II and Class III bicycle facilities. **LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	ZS30		LOCAL	OTHER
\$310,000.00		\$279,000.00	\$31,000.00	\$0.00

CITY OF DINUBA

STATE OF CALIFORNIA
Department of Transportation

By _____

By _____

Title _____

Chief, Office of Project Implementation
Division of Local Assistance

Date _____

Date _____

Attest _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer



Date 1/7/20

\$279,000.00

SPECIAL COVENANTS OR REMARKS

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.

D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-

SPECIAL COVENANTS OR REMARKS

assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of

SPECIAL COVENANTS OR REMARKS

Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

B. Invoices shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be

SPECIAL COVENANTS OR REMARKS

used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be

SPECIAL COVENANTS OR REMARKS

examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

3. In the event that right of way acquisition for or construction of this project of the initial federal authorization for preliminary engineering is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the ADMINISTERING AGENCY shall repay the Federal Highway Administration through Caltrans the sum of Federal funds paid under the terms of this agreement.



City Council Staff Report

Department: CITY MANAGER'S OFFICE

February 11, 2020

To: Mayor and City Council

From: Linda Barkley, City Clerk

Subject: City Council Meeting Minutes, January 28, 2020 (LB)

RECOMMENDATION

Council to review and approve the meeting minutes of January 28, 2020, as presented.

EXECUTIVE SUMMARY

None.

OUTSTANDING ISSUES

None.

DISCUSSION

None.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.

ATTACHMENTS:

City Council Meeting Minutes, January 28, 2020



**CITY COUNCIL
AND
SUCCESSOR AGENCY TO THE DINUBA REDEVELOPMENT AGENCY
JOINT MEETING AGENDA**

**January 28, 2020
MINUTES**

COUNCIL MEMBERS PRESENT:

Reynosa, Launer, Thusu, Longoria, Morales

COUNCIL MEMBERS ABSENT:

None.

STAFF MEMBERS PRESENT:

1. OPENING CEREMONIES - 6:30 pm

1.1. Welcome and Call to Order

Mayor Thusu called the meeting to order at 6:32 pm.

1.2. Invocation

The invocation was led by Chaplain Garcia.

1.3. Pledge of Allegiance

The pledge of allegiance was led by Chief Popovich.

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.

No changes to the agenda were made.

3. NEW EMPLOYEES AND PROMOTIONS

3.1. Andrew Loera, Reserve Police Officer (DP)

Chief Popovich introduced Police Officer Andrew Loera to the City Council. Mayor Thusu administered the Oath of Office to Officer Loera followed by pinning of the badge; the honors were done by his father. Officer Loera thanked the Council for the opportunity to serve the community. The City Council offered congratulations and welcomed Loera.

Mayor Thusu declared a break at 6:40 pm for pictures.

Mayor Thusu reconvened the meeting at 6:49 pm.

4. REQUEST TO ADDRESS COUNCIL

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

None.

5. CONSENT CALENDAR

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

5.1. SUBJECT

Resolution No. 2020-07 Authorizing Application for 2019 CalHOME Program Funding (IH)

RECOMMENDATION

Council by one motion take the following actions:

1. Adopt Resolution 2020-07 authorizing the submittal of a 2019 grant application to the California Department of Housing and Community Development for \$600,000 under the CalHome Program, and if selected, authorize the City Manager or his designee to execute the required standard agreement and related program documents; and,
2. Allocate \$12,000 from the General Fund, over the course of approximately three years, to fund the full scope of the general administration required for the implementation of the identified housing Programs.

5.2. SUBJECT

Authorization to Execute Amendment No. 1 to Consulting Services Agreement with Adams Ashby Group (IH)

RECOMMENDATION

Council authorize the City Manager or his designee to execute Amendment No. 1 to the Consulting Services Agreement with Adams Ashby Group in the amount of \$90,000.

5.3. SUBJECT

Blessing of the Bikes and Cars 2020 (SH)

RECOMMENDATION

Council approve the use of Rose Ann Vuich Park to Christian Worship Center for the "Blessing of the Bikes and Cars" event and waive the park rental fee in the amount of \$200.

5.4. SUBJECT

Resolution No. 2020-10 Approving a FY 2019-2020 Budget Amendment for Purchase of a CNG Dispenser and Maintenance Agreement with Atlas Copco for the Compressed Natural Gas (CNG) Facility (IH)

RECOMMENDATION

Council adopt Resolution No. 2020-10 to approve a FY 2019/20 Budget Amendment to fund a three- year preventative maintenance agreement with Atlas Copco Compressors, LLC, in the amount of \$35,919 and budget \$47,500 to purchase a replacement dispenser for the City's CNG facility.

5.5. SUBJECT

City Council Meeting Minutes, January 14, 2020 (LB)

RECOMMENDATION

Council to review and approve meeting minutes of January 14, 2020.

5.6. SUBJECT

Ordinance No. 2020-01 Second Reading and Adoption of the 2019 Edition of the California Fire Code (CT)

RECOMMENDATION

Council to adopt Ordinance 2020-01, adopting the 2019 California Fire Code with amendments, and waive reading in full.

5.7. SUBJECT

Resolution No. 2020-08 Adopting Administrative Policy on Water Shut Off for Non-Payment of Residential Water Service(MM)

RECOMMENDATION

Council adopts Resolution No. 2020-08 approving an Administrative Policy for Water Shut Off for Non-payment of Residential Water Service in compliance with Senate Bill 998.

5.8. SUBJECT

City Council & Successor Agency to the Dinuba Redevelopment Agency to Approve Letter of Intent (LOI) with Lance Kashian & Co for the sale of property (APN 017-280-020, 017-280-002) (DJ)

RECOMMENDATION

City Council acting as Board of Directors to the Successor Agency of the former Dinuba Redevelopment Agency approve the Letter of Intent (LOI) with Lance Kashian & Co. for the potential sale and development of a 20 acre parcel owned by the Successor Agency to the former Dinuba Redevelopment Agency (APN 017-280-020, 017-280-002), and authorize the City Manager or designee to execute the agreement.

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

Ayes: Launer, Longoria, Morales, Reynosa, Thusu

6. WARRANT REGISTER

6.1. SUBJECT

Warrant Register January 17 & 24, 2020 (MM)

RECOMMENDATION

Council to review and approve the Warrant Register as presented.

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

Ayes: Launer, Longoria, Morales, Reynosa, Thusu

7. DEPARTMENT REPORTS

7.1. SUBJECT

Art on Walls Concept (DJ)

RECOMMENDATION

Council receive information about the "Art on Walls" mural concept and provide direction to staff as necessary.

Assistant City Manager James provided a conceptual plan for placement of art to be placed on walls in the downtown. He asked the City Council for comments on the presentation. James was directed to think about placement of a police officer mural somewhere. James acknowledged the idea.

7.2. SUBJECT

Delgado and Nebraska Park Proposed Improvements (IH)

RECOMMENDATION

Council to review and provide input on the proposed improvements to Delgado and Nebraska Parks.

Public Works Director presented information regarding proposed improvements for both Delgado and Nebraska Parks.

8. MAYOR/COUNCIL REPORTS

Council Member Launer said she along with other Dinuba folks attended the Local Motion Awards luncheon last week.

Council Member Reynosa said merchants have expressed a need for more police presence in the downtown area in the mornings.

9. CITY MANAGER COMMUNICATIONS

City Manager Patlan announced that the City of Dinuba was awarded two awards at the recent Local Motion luncheon and he commended staff for their hard work which resulted in the awards. Patlan announced that the annual Chamber of Commerce Awards banquet will be held this Friday evening. Patlan shared that he will be away at the annual City Managers' meeting most of next week and therefore out of the office.

10. CITY STAFF COMMUNICATIONS

None.

11. CLOSED SESSION

11.1. Conference with Legal Counsel - Anticipated Litigation (NJ)

Pursuant to GC Section 54956.9(4), the City Council will meet in closed session to discuss initiation of litigation. Two (2) cases.

No action.

12. ADJOURNMENT

Mayor Thusu adjourned the meeting at 8:00 pm.



City Council Staff Report

Department: FIRE SERVICES

February 11, 2020

To: Mayor and City Council
From: Chad Thompson, Fire Chief
Subject: City of Dinuba Relay for Life Team (CT)

RECOMMENDATION

Council to approve the City of Dinuba Relay for Life Team sponsorship in the amount of \$3,000.

EXECUTIVE SUMMARY

The 13th Annual Relay for Life Event will be held on April 18, 2020, at Dinuba High School. The City Council has sponsored the City team each year in the amount of \$3,000 and once again, staff requests that the City Council approve the sponsorship for the team's entry fee.

OUTSTANDING ISSUES

None.

DISCUSSION

The 13th annual Relay for Life in Dinuba will be held on April 18, 2020, on the Dinuba High School campus. The amazing event raises much needed funds for the American Cancer Society to further research to cure cancer. Funds are also used by the American Cancer Society to provide various resources to support people living with this terrible disease.

Over the past 12 years, the City of Dinuba has been represented by a team consisting of city staff who volunteer their time to help raise money for this important cause. The fire department staff has historically coordinated the team. This year, Firefighter David Cervantes has taken on the coordination for the City's team and respectfully requests that the City Council once more approve the annual \$3,000

sponsorship to cover the Relay for Life entry fee.

Participation is open to any City staff member who wishes to participate and is encouraged to contact Firefighter Cervantes for more information.

FISCAL IMPACT

If Council approves the request, the fee will be funded through the Community Promotions Fund.

PUBLIC HEARING

None required.



City Council Staff Report

Department: CITY MANAGER'S OFFICE

February 11, 2020

To: Mayor and City Council

From: Linda Barkley, City Clerk

Subject: Warrant Register January 31; February 7, 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 01.31.2020

WR 02.07.2020



Accounts Payable Invoice Report

Payment Date Range 01/27/20 - 01/31/20
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 460 - A-Z Bus Sales Inc.									
01B104220	Section 5339 FY 16/17 Bus 14	Paid by Check #24342		11/20/2019	01/31/2020	01/31/2020		01/31/2020	122,582.39
		Vendor 460 - A-Z Bus Sales Inc. Totals				Invoices	1		<u>\$122,582.39</u>
Vendor 548 - Adamson Police Products									
INV319331	PD - Armory Supplies	Paid by Check #24343		01/23/2020	01/31/2020	01/31/2020		01/31/2020	2,859.89
		Vendor 548 - Adamson Police Products Totals				Invoices	1		<u>\$2,859.89</u>
Vendor 206 - ADT Security Services, Inc.									
747355277	SECURITY SERVICES FOR WWTP	Paid by Check #24344		01/13/2020	01/31/2020	01/31/2020		01/31/2020	169.68
		Vendor 206 - ADT Security Services, Inc. Totals				Invoices	1		<u>\$169.68</u>
Vendor 289 - AT&T Mobility LLC									
2872350721991/20	Council	Paid by Check #24345		01/16/2020	01/31/2020	01/31/2020		01/31/2020	84.72
		Vendor 289 - AT&T Mobility LLC Totals				Invoices	1		<u>\$84.72</u>
Vendor 420 - Atlas Copco Compressors LLC									
1120008291	Atlas Copco - CNG Compressor repairs	Paid by Check #24346		01/24/2020	01/31/2020	01/31/2020		01/31/2020	3,131.48
		Vendor 420 - Atlas Copco Compressors LLC Totals				Invoices	1		<u>\$3,131.48</u>
Vendor 861 - Axon Enterprise, Inc.									
SI-1634977	PD - Armory Supplies	Paid by Check #24347		01/16/2020	01/31/2020	01/31/2020		01/31/2020	1,601.48
		Vendor 861 - Axon Enterprise, Inc. Totals				Invoices	1		<u>\$1,601.48</u>
Vendor 596 - Michael Banks									
Educ Reimb. 1/20	Educational Reimbursement	Paid by Check #24348		01/27/2020	01/31/2020	01/31/2020		01/31/2020	500.00
		Vendor 596 - Michael Banks Totals				Invoices	1		<u>\$500.00</u>
Vendor 116 - BSK Analytical Laboratories									
AD01352	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #24349		01/24/2020	01/31/2020	01/31/2020		01/31/2020	20.00
AD01361	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #24349		01/24/2020	01/31/2020	01/31/2020		01/31/2020	144.00
		Vendor 116 - BSK Analytical Laboratories Totals				Invoices	2		<u>\$164.00</u>
Vendor 1510 - California Assoc. for Property & Evidence									
08594	PD - CAPE 2020 Annual Training Seminar - 01/09/2020	Paid by Check #24350		01/22/2020	01/31/2020	01/31/2020		01/31/2020	300.00
		Vendor 1510 - California Assoc. for Property & Evidence Totals				Invoices	1		<u>\$300.00</u>
Vendor 94 - California Public Employees Retirement									
01/05-01/18/20	Payroll 01/05/20-01/18/20	Paid by EFT #1164		01/23/2020	01/27/2020	01/27/2020		01/27/2020	80,567.09
2020-00000369	31 - 457 - Employee CalPERS \$*	Paid by EFT #1163		01/23/2020	01/27/2020	01/27/2020		01/27/2020	11,121.81
		Vendor 94 - California Public Employees Retirement Totals				Invoices	2		<u>\$91,688.90</u>



Accounts Payable Invoice Report

Payment Date Range 01/27/20 - 01/31/20
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 1350 - Central Valley Toxicology, Inc.									
296402	PD - Alcohol Abuse / DQ1903382	Paid by Check #24351		12/05/2019	01/31/2020	01/31/2020		01/31/2020	69.00
296403	PD - Abuse Screen / DM1903752	Paid by Check #24351		12/05/2019	01/31/2020	01/31/2020		01/31/2020	78.00
296404	PD - Abuse Screen / DF1903689	Paid by Check #24351		12/05/2019	01/31/2020	01/31/2020		01/31/2020	78.00
296405	PD - Abuse Screen / DM1903531	Paid by Check #24351		12/05/2019	01/31/2020	01/31/2020		01/31/2020	78.00
296406	PD - Abuse Screen / DF1903647	Paid by Check #24351		12/05/2019	01/31/2020	01/31/2020		01/31/2020	78.00
296821	PD - Abuse Screen / DM1903826	Paid by Check #24351		12/20/2019	01/31/2020	01/31/2020		01/31/2020	78.00
296822	PD - Abuse Screen / DM1903914	Paid by Check #24351		12/20/2019	01/31/2020	01/31/2020		01/31/2020	78.00
296824	PD - Abuse Screen / DM1903876	Paid by Check #24351		12/20/2019	01/31/2020	01/31/2020		01/31/2020	78.00
296826	PD - Abuse Screen / DM1903844	Paid by Check #24351		12/20/2019	01/31/2020	01/31/2020		01/31/2020	78.00
296827	PD - Abuse Screen / DM1903876	Paid by Check #24351		12/20/2019	01/31/2020	01/31/2020		01/31/2020	78.00
296830	PD - Abuse Screen / DM1903891	Paid by Check #24351		12/20/2019	01/31/2020	01/31/2020		01/31/2020	78.00
296832	PD - Abuse Screen / DM1903743	Paid by Check #24351		12/20/2019	01/31/2020	01/31/2020		01/31/2020	78.00
Vendor 1350 - Central Valley Toxicology, Inc. Totals							Invoices	12	\$927.00
Vendor 333 - Cintas Corporation No. 2									
4040120403	Transit 1/15/2020	Paid by Check #24352		01/15/2020	01/31/2020	01/31/2020		01/31/2020	40.38
Vendor 333 - Cintas Corporation No. 2 Totals							Invoices	1	\$40.38
Vendor 1629 - Cole Information Services									
0780050-IN	PD - Haines Annual Directory Charges	Paid by Check #24353		12/30/2019	01/31/2020	01/31/2020		01/31/2020	502.78
Vendor 1629 - Cole Information Services Totals							Invoices	1	\$502.78
Vendor 170 - Comcast									
0148160 1/11/20	1390 E Elizabeth	Paid by Check #24354		01/11/2020	01/31/2020	01/31/2020		01/31/2020	149.92
0148178 1/12/20	680 Alta	Paid by Check #24355		01/12/2020	01/31/2020	01/31/2020		01/31/2020	291.12
Vendor 170 - Comcast Totals							Invoices	2	\$441.04
Vendor 77 - Department of Justice									
429590	PD - Blood Alcohol Analysis / December 2019	Paid by Check #24356		01/08/2020	01/31/2020	01/31/2020		01/31/2020	280.00
Vendor 77 - Department of Justice Totals							Invoices	1	\$280.00
Vendor 113 - Employment Development Department									
2020-00000370	CA SDI - CA SDI*	Paid by EFT #31520		01/23/2020	01/27/2020	01/27/2020		01/27/2020	11,507.41
Vendor 113 - Employment Development Department Totals							Invoices	1	\$11,507.41
Vendor 306 - Executive Communication Systems									
35414D	PD - 911 Recording System - Annual Maintenance	Paid by Check #24357		01/03/2020	01/31/2020	01/31/2020		01/31/2020	3,695.00
Vendor 306 - Executive Communication Systems Totals							Invoices	1	\$3,695.00
Vendor 1594 - Faysal Construction									



Accounts Payable Invoice Report

Payment Date Range 01/27/20 - 01/31/20
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
2	Faysal Const Edwards Hayes Project	Paid by Check #24358		01/14/2020	01/31/2020	01/31/2020		01/31/2020	10,830.00
3	Faysal Const Edwards and Hayes Project	Paid by Check #24358		01/14/2020	01/31/2020	01/31/2020		01/31/2020	6,311.00
Vendor 1594 - Faysal Construction Totals									
							Invoices	2	\$17,141.00
Vendor 35 - Federal Express Corporation									
6-874-02887	Hydro-excavator & North Park Apts.	Paid by Check #24359		12/20/2019	01/31/2020	01/31/2020		01/31/2020	97.44
6-900-07654	MV Amendment#8	Paid by Check #24359		01/17/2020	01/31/2020	01/31/2020		01/31/2020	35.05
Vendor 35 - Federal Express Corporation Totals									
							Invoices	2	\$132.49
Vendor 1540 - G.E.T. Industries									
163	PD - Supplies	Paid by Check #24360		01/22/2020	01/31/2020	01/31/2020		01/31/2020	358.14
Vendor 1540 - G.E.T. Industries Totals									
							Invoices	1	\$358.14
Vendor 1237 - Hub International Insurance Services, Inc.									
0015	Fy 19/20-Pub Rntl-Purch Liability Ins for Zumba Classes-D.Meave	Paid by Check #24361		01/27/2020	01/31/2020	01/31/2020	01/06/2020	01/31/2020	131.19
0016	Fy 19/20-Pub Rntl-Purch of Liability Ins for Boxing- J.Torres	Paid by Check #24361		01/27/2020	01/31/2020	01/31/2020	01/06/2020	01/31/2020	131.19
Vendor 1237 - Hub International Insurance Services, Inc. Totals									
							Invoices	2	\$262.38
Vendor 856 - Internal Revenue Service									
2020-00000371	FED - Federal*	Paid by EFT #31521		01/23/2020	01/27/2020	01/27/2020		01/27/2020	48,766.86
Vendor 856 - Internal Revenue Service Totals									
							Invoices	1	\$48,766.86
Vendor 440 - Johnson Controls Security Solutions									
33736978	SECURITY SERVICES FOR WATER TOWER ON SIERRA WAY	Paid by Check #24362		01/11/2020	01/31/2020	01/31/2020		01/31/2020	61.42
Vendor 440 - Johnson Controls Security Solutions Totals									
							Invoices	1	\$61.42
Vendor 5 - Jorgensen & Co.									
5831516	ANNUAL FIRE EXTINGUISHER SERVICE	Paid by Check #24363		09/10/2019	01/31/2020	01/31/2020		01/31/2020	120.70
Vendor 5 - Jorgensen & Co. Totals									
							Invoices	1	\$120.70
Vendor 852 - Kent M Kawagoe Ph.D.									
NovDec2019	PD - Pre-Employment Psychological Evaluation Fee	Paid by Check #24364		12/31/2019	01/31/2020	01/31/2020		01/31/2020	300.00
Vendor 852 - Kent M Kawagoe Ph.D. Totals									
							Invoices	1	\$300.00
Vendor 449 - Les Schwab Tire Centers of Central California									
55100212086	TIRE REPAIR FOR U 06	Paid by Check #24365		01/24/2020	01/31/2020	01/31/2020		01/31/2020	31.67
Vendor 449 - Les Schwab Tire Centers of Central California Totals									
							Invoices	1	\$31.67



Accounts Payable Invoice Report

Payment Date Range 01/27/20 - 01/31/20
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 160 - Mid Valley Publishing Inc.									
0318536-IN	Mid Valley BIA Report	Paid by Check #24366		12/26/2019	01/31/2020	01/31/2020		01/31/2020	90.00
Vendor 160 - Mid Valley Publishing Inc. Totals							Invoices	1	\$90.00
Vendor 22 - Moore Twining Associates Inc.									
0123932	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #24367		01/24/2020	01/31/2020	01/31/2020		01/31/2020	88.00
0123935	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #24367		01/24/2020	01/31/2020	01/31/2020		01/31/2020	88.00
0123936	WATER SAMPLE TESTING WWTP - IN HOUSE	Paid by Check #24367		01/24/2020	01/31/2020	01/31/2020		01/31/2020	226.00
Vendor 22 - Moore Twining Associates Inc. Totals							Invoices	3	\$402.00
Vendor 1621 - N.A.G. Industries									
724	PD - Armory Supplies	Paid by Check #24368		01/21/2020	01/31/2020	01/31/2020		01/31/2020	2,513.84
Vendor 1621 - N.A.G. Industries Totals							Invoices	1	\$2,513.84
Vendor 142 - Office Depot BSD									
427451879001	Calculator Jho	Paid by Check #24369		01/13/2020	01/31/2020	01/31/2020		01/31/2020	51.64
Vendor 142 - Office Depot BSD Totals							Invoices	1	\$51.64
Vendor 76 - Pacific Gas & Electric									
618305447401/20	496 Tulare	Paid by Check #24370		01/09/2020	01/31/2020	01/31/2020		01/31/2020	3,657.62
316657841901/20	3007 Kamm	Paid by Check #24370		01/17/2020	01/31/2020	01/31/2020		01/31/2020	56.37
294652070084/20	Parks	Paid by Check #24371		01/10/2020	01/31/2020	01/31/2020		01/31/2020	62.53
155771097451/20	1851 Kamm	Paid by Check #24370		01/13/2020	01/31/2020	01/31/2020		01/31/2020	1,887.76
831902407271/20	Parks	Paid by Check #24371		01/13/2020	01/31/2020	01/31/2020		01/31/2020	24.98
432339024691/20	Ventura/O	Paid by Check #24371		01/15/2020	01/31/2020	01/31/2020		01/31/2020	61.37
854359817421/20	Parks	Paid by Check #24371		01/15/2020	01/31/2020	01/31/2020		01/31/2020	201.11
901837373531/20	Parks	Paid by Check #24371		01/15/2020	01/31/2020	01/31/2020		01/31/2020	893.67
919617675881/20	Parks	Paid by Check #24371		01/15/2020	01/31/2020	01/31/2020		01/31/2020	66.65
447571605181/20	Transit 12/9/19-1/7/2020	Paid by Check #24370		01/08/2020	01/31/2020	01/31/2020		01/31/2020	337.54
768101241981/20	Transit 12/9/19-1/7/2020	Paid by Check #24370		01/08/2020	01/31/2020	01/31/2020		01/31/2020	163.17
975086523731/20	Transit 12/9/19-1/7/2020	Paid by Check #24370		01/08/2020	01/31/2020	01/31/2020		01/31/2020	39.31
Vendor 76 - Pacific Gas & Electric Totals							Invoices	12	\$7,452.08
Vendor 7 - Pena's Disposal Services									
487785	Fy 19/20-Parks-Vuich Park disposal service	Paid by Check #24372		01/21/2020	01/31/2020	01/31/2020	01/22/2020	01/31/2020	646.96
487791	Cust No. 01-153360	Paid by Check #24372		01/21/2020	01/31/2020	01/31/2020		01/31/2020	2,474.16
Vendor 7 - Pena's Disposal Services Totals							Invoices	2	\$3,121.12
Vendor 833 - Safechecks									
0537389	Office Supplies	Paid by Check #24373		01/16/2020	01/31/2020	01/31/2020		01/31/2020	958.34



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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 833 - Safechecks Totals				Invoices	1	\$958.34
Vendor 957 - Shred-It USA LLC									
8128991739	PD - 01/10/2020 Shredding Service	Paid by Check #24374		01/15/2020	01/31/2020	01/31/2020		01/31/2020	106.91
			Vendor 957 - Shred-It USA LLC Totals				Invoices	1	\$106.91
Vendor 1630 - Sigtronics Corporation									
133192	Repairs	Paid by Check #24375		01/09/2020	01/31/2020	01/31/2020		01/31/2020	797.75
			Vendor 1630 - Sigtronics Corporation Totals				Invoices	1	\$797.75
Vendor 431 - Sparkletts									
5080520 010920	PD - Water Cooler	Paid by Check #24376		01/09/2020	01/31/2020	01/31/2020		01/31/2020	168.84
			Vendor 431 - Sparkletts Totals				Invoices	1	\$168.84
Vendor 846 - Thomson Reuters - West									
841643856	PD - Evidence / Penal Code 2020 Subscriptions	Paid by Check #24377		01/04/2020	01/31/2020	01/31/2020		01/31/2020	490.96
			Vendor 846 - Thomson Reuters - West Totals				Invoices	1	\$490.96
Vendor 1304 - TJKM									
0048814	TJKM Build Grant 2019	Paid by Check #24378		08/31/2019	01/31/2020	01/31/2020		01/31/2020	9,000.00
0049195	TJKM Bike and Ped and Complete street	Paid by Check #24378		12/31/2019	01/31/2020	01/31/2020		01/31/2020	21,047.67
			Vendor 1304 - TJKM Totals				Invoices	2	\$30,047.67
Vendor 49 - Tulare County									
020293	PD - Printing Services / DPD-14A Forms	Paid by Check #24380		01/08/2020	01/31/2020	01/31/2020		01/31/2020	495.73
27769-20Qtr2	PD - Probation Officer / 10/01/2019 - 12/31/19	Paid by Check #24379		01/17/2020	01/31/2020	01/31/2020		01/31/2020	4,194.59
			Vendor 49 - Tulare County Totals				Invoices	2	\$4,690.32
Vendor 1556 - Tulare County Escrow Co Inc.									
#780Pena	Substitution & Reconveyance 780 First Ave, Dinuba	Paid by Check #24381		01/27/2020	01/31/2020	01/31/2020		01/31/2020	282.00
			Vendor 1556 - Tulare County Escrow Co Inc. Totals				Invoices	1	\$282.00
Vendor 273 - US Bank									
404942120	PD - Copiers Lease Charges	Paid by Check #24382		01/17/2020	01/31/2020	01/31/2020		01/31/2020	907.06
			Vendor 273 - US Bank Totals				Invoices	1	\$907.06
Vendor 354 - Verizon Wireless									
9846333803	CM	Paid by Check #24383		01/14/2020	01/31/2020	01/31/2020		01/31/2020	190.63
9846333802	Admin	Paid by Check #24384		01/14/2020	01/31/2020	01/31/2020		01/31/2020	170.64
9846249547	February 2020	Paid by Check #24386		01/12/2020	01/31/2020	01/31/2020		01/31/2020	351.19



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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
9846333800	Fy 19/20-Mo Verizon Dept. stmt. 12/15-1/14	Paid by Check #24387		01/14/2020	01/31/2020	01/31/2020	01/27/2020	01/31/2020	1,023.84
9846333799	ADMIN PHONE CHARGES	Paid by Check #24385		01/14/2020	01/31/2020	01/31/2020		01/31/2020	284.40
			Vendor 354 - Verizon Wireless Totals				Invoices	5	\$2,020.70
Vendor 549 - Wal-Mart									
2458 1/16/20	Supplies	Paid by Check #24388		01/16/2020	01/31/2020	01/31/2020		01/31/2020	443.28
5859 1/16/20	Transit Late Fee	Paid by Check #24389		01/16/2020	01/31/2020	01/31/2020		01/31/2020	.80
			Vendor 549 - Wal-Mart Totals				Invoices	2	\$444.08
Vendor 1067 - Yamabe & Horn Engineering Inc.									
43854	Y&H GIS	Paid by Check #24390		01/07/2019	01/31/2020	01/31/2020		01/31/2020	3,112.25
43827	Y&H Subdivision Engineering Support	Paid by Check #24390		01/07/2020	01/31/2020	01/31/2020		01/31/2020	15,721.26
43833	Y&H Misc City Projects Eng Support	Paid by Check #24390		01/07/2020	01/31/2020	01/31/2020		01/31/2020	17,366.25
43838	Y&H Misc Engineering	Paid by Check #24390		01/07/2020	01/31/2020	01/31/2020		01/31/2020	2,825.00
43843	Y&H Signal Synch Project	Paid by Check #24390		01/07/2020	01/31/2020	01/31/2020		01/31/2020	4,156.00
43844	Y&H Kamm and Greene	Paid by Check #24390		01/07/2020	01/31/2020	01/31/2020		01/31/2020	4,818.25
43845	Y&H S College SJVR Project	Paid by Check #24390		01/07/2020	01/31/2020	01/31/2020		01/31/2020	980.75
43846	Y&H Alta Nebraska Environmental	Paid by Check #24390		01/07/2020	01/31/2020	01/31/2020		01/31/2020	441.75
43847	Y&H Alta Nebraska ROW	Paid by Check #24390		01/07/2020	01/31/2020	01/31/2020		01/31/2020	1,898.75
43848	Y&H Alta Nebraska Roundabout Design	Paid by Check #24390		01/07/2020	01/31/2020	01/31/2020		01/31/2020	359.75
43849	Y&H Green Median Project	Paid by Check #24390		01/07/2020	01/31/2020	01/31/2020		01/31/2020	853.50
43851	Y&H Traver Canal Cut off Wall	Paid by Check #24390		01/07/2020	01/31/2020	01/31/2020		01/31/2020	509.25
43852	Y&H Building Official	Paid by Check #24390		01/07/2020	01/31/2020	01/31/2020		01/31/2020	2,850.00
43853	Y&H Engineering Support	Paid by Check #24390		01/07/2020	01/31/2020	01/31/2020		01/31/2020	8,186.25
43855	Y&H Griggs Ave Improv. Sewer and Street	Paid by Check #24390		01/07/2020	01/31/2020	01/31/2020		01/31/2020	20,875.38
43856	Y&H Well No 21	Paid by Check #24390		01/07/2020	01/31/2020	01/31/2020		01/31/2020	143.00
			Vendor 1067 - Yamabe & Horn Engineering Inc. Totals				Invoices	16	\$85,097.39
			Grand Totals				Invoices	97	\$447,293.51



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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 479 - Able Industries									
6710	HOMELESS HYGIENE PACKS	Paid by Check #24393		01/27/2020	02/07/2020	02/07/2020		02/07/2020	387.89
Vendor 479 - Able Industries Totals							Invoices	1	\$387.89
Vendor 263 - Advantek Benefit Administrators									
2002 0011	Admin	Paid by Check #24395		01/24/2020	02/07/2020	02/07/2020		02/07/2020	59,471.75
1/31/20	Funding Request	Paid by Check #24394		01/31/2020	02/07/2020	02/07/2020		02/07/2020	16,493.06
Vendor 263 - Advantek Benefit Administrators Totals							Invoices	2	\$75,964.81
Vendor 97 - American Public Works Association									
127336 2021	MEMBERSHIP DUES 4/1/20-3/31/21	Paid by Check #24396		01/13/2020	02/07/2020	02/07/2020		02/07/2020	700.00
Vendor 97 - American Public Works Association Totals							Invoices	1	\$700.00
Vendor 20 - Ameritas Life Insurance									
2/1-2/29/2020	Life Insurance	Paid by Check #24397		01/15/2020	02/07/2020	02/07/2020		02/07/2020	16,763.88
Vendor 20 - Ameritas Life Insurance Totals							Invoices	1	\$16,763.88
Vendor 17 - AT&T									
93910544691/20	PD - 12/11/19 - 01/10/20 Billing Charges	Paid by Check #24399		01/11/2020	02/07/2020	02/07/2020		02/07/2020	19.72
93910547401/20	PD - 12/11/19 - 01/10/20 Billing Charges	Paid by Check #24399		01/11/2020	02/07/2020	02/07/2020		02/07/2020	243.84
93910547361/20	PD - 12/20/2019 - 01/19/20 Billing Charges	Paid by Check #24399		01/20/2020	02/07/2020	02/07/2020		02/07/2020	197.62
55991178261/20	PD - 911 Annual Extended Maintenance	Paid by Check #24399		01/23/2020	02/07/2020	02/07/2020		02/07/2020	4,831.92
559596064912/19	PW	Paid by Check #24398		12/26/2019	02/07/2020	02/07/2020		02/07/2020	483.85
93910372771/20	PW	Paid by Check #24399		01/10/2020	02/07/2020	02/07/2020		02/07/2020	23.50
93910544721/20	PW	Paid by Check #24399		01/10/2020	02/07/2020	02/07/2020		02/07/2020	41.11
93910544741/20	PW	Paid by Check #24399		01/10/2020	02/07/2020	02/07/2020		02/07/2020	41.20
93910544771/20	PW	Paid by Check #24399		01/10/2020	02/07/2020	02/07/2020		02/07/2020	21.38
93910544781/20	PW	Paid by Check #24399		01/10/2020	02/07/2020	02/07/2020		02/07/2020	21.38
93910547411/20	PW	Paid by Check #24399		01/11/2020	02/07/2020	02/07/2020		02/07/2020	246.39
Vendor 17 - AT&T Totals							Invoices	11	\$6,171.91
Vendor 289 - AT&T Mobility LLC									
2870151847341/20	January 2020	Paid by Check #24400		01/16/2020	02/07/2020	02/07/2020		02/07/2020	88.24
Vendor 289 - AT&T Mobility LLC Totals							Invoices	1	\$88.24
Vendor 65 - Banner Pest Control									
193908	PD - Removal of Pigeons Downtown	Paid by Check #24401		01/09/2020	02/07/2020	02/07/2020		02/07/2020	75.00
194077	PD - Removal of Pigeons Downtown	Paid by Check #24401		01/14/2020	02/07/2020	02/07/2020		02/07/2020	75.00



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		Vendor	65 - Banner Pest Control Totals			Invoices		2	\$150.00
Vendor 1246 - Block and Company, Inc.									
I4863530	Fraud Stopper Bank Bags	Paid by Check #24402		01/09/2020	02/07/2020	02/07/2020		02/07/2020	226.56
		Vendor	1246 - Block and Company, Inc. Totals			Invoices		1	\$226.56
Vendor 1634 - Browning Contractors, Inc.									
4291	Browning Cont Quail Run Fire Hydrant	Paid by Check #24403		01/31/2020	02/07/2020	02/07/2020		02/07/2020	1,125.00
		Vendor	1634 - Browning Contractors, Inc. Totals			Invoices		1	\$1,125.00
Vendor 116 - BSK Analytical Laboratories									
A931327	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #24404		11/13/2019	02/07/2020	02/07/2020		02/07/2020	144.00
A931328	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #24404		11/13/2019	02/07/2020	02/07/2020		02/07/2020	126.00
A931329	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #24404		11/13/2019	02/07/2020	02/07/2020		02/07/2020	18.00
A933092	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #24404		12/10/2019	02/07/2020	02/07/2020		02/07/2020	144.00
		Vendor	116 - BSK Analytical Laboratories Totals			Invoices		4	\$432.00
Vendor 118 - California Parks & Recreation Society									
130337 2020	Fy 19/20-Parks-Membership renewal for J. Grijalva	Paid by Check #24405		12/10/2019	02/07/2020	02/07/2020	12/31/2019	02/07/2020	165.00
		Vendor	118 - California Parks & Recreation Society Totals			Invoices		1	\$165.00
Vendor 568 - Lourdes Chavez									
Safety 1/31/20	Miscellaneous	Paid by Check #24406		01/31/2020	02/07/2020	02/07/2020		02/07/2020	63.80
		Vendor	568 - Lourdes Chavez Totals			Invoices		1	\$63.80
Vendor 1145 - City of Dinuba FSA									
2020-00000373	42 - FSA Medical Pre Tax*	Paid by Check #6264		02/05/2020	02/06/2020	02/06/2020		02/06/2020	2,567.60
		Vendor	1145 - City of Dinuba FSA Totals			Invoices		1	\$2,567.60
Vendor 972 - City of Sanger									
IGT31 - Dinuba	December 2019	Paid by Check #24407		01/26/2020	02/07/2020	02/07/2020		02/07/2020	118.00
		Vendor	972 - City of Sanger Totals			Invoices		1	\$118.00
Vendor 541 - Colonial Life Premium Processing									
2020-00000374	40 - Colonial Life Pre Tax*	Paid by Check #6265		02/05/2020	02/06/2020	02/06/2020		02/06/2020	2,256.77
		Vendor	541 - Colonial Life Premium Processing Totals			Invoices		1	\$2,256.77
Vendor 170 - Comcast									
0191269 1/22/20	Uruapan	Paid by Check #24409		01/22/2020	02/07/2020	02/07/2020		02/07/2020	217.93
0002177 1/27/20	Elizabeth	Paid by Check #24410		01/27/2020	02/07/2020	02/07/2020		02/07/2020	82.90



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0136611 01/20	PD - 02/01/2020 - 02/29/2020 Billing Charges	Paid by Check #24408		01/26/2020	02/07/2020	02/07/2020		02/07/2020	53.67	
			Vendor 170 - Comcast	Totals		Invoices	3		\$354.50	
Vendor 232 - Courier	Printing and Village Printer									
C25683	Left Window Envelope	Paid by Check #24411		01/31/2020	02/07/2020	02/07/2020		02/07/2020	671.62	
C25684	SIDEWALK VENDOR PERMIT DECALS	Paid by Check #24411		01/31/2020	02/07/2020	02/07/2020		02/07/2020	249.99	
			Vendor 232 - Courier	Printing and Village Printer		Totals		Invoices	2	\$921.61
Vendor 3 - Culligan	Water									
159057	PORTABLE EXCHANGE TANK - PW YARD	Paid by Check #24412		01/31/2020	02/07/2020	02/07/2020		02/07/2020	76.00	
159419	PORTABLE EXCHANGE TANK, DI RENTAL - WWTP	Paid by Check #24412		01/31/2020	02/07/2020	02/07/2020		02/07/2020	72.50	
159450	SALT PALLET, SOFTENER RENTAL SERVICE - WELL 20	Paid by Check #24412		01/31/2020	02/07/2020	02/07/2020		02/07/2020	554.66	
159619	SOFTENER RENTAL SERVICE - WELL 18	Paid by Check #24412		01/31/2020	02/07/2020	02/07/2020		02/07/2020	46.00	
			Vendor 3 - Culligan	Water		Totals		Invoices	4	\$749.16
Vendor 1582 - Dell	Financial Services LLC									
80259514	Server 2/1/20-2/29/20	Paid by Check #24413		01/02/2020	02/07/2020	02/07/2020		02/07/2020	2,947.71	
			Vendor 1582 - Dell	Financial Services LLC		Totals		Invoices	1	\$2,947.71
Vendor 542 - Dinuba	Employee's Association									
2020-00000375	09 - Employee Association	Paid by Check #6266		02/05/2020	02/06/2020	02/06/2020		02/06/2020	287.50	
			Vendor 542 - Dinuba	Employee's Association		Totals		Invoices	1	\$287.50
Vendor 543 - Dinuba	Police Officer's Association									
2020-00000376	14 - Police Officers Association	Paid by Check #6267		02/05/2020	02/06/2020	02/06/2020		02/06/2020	1,350.00	
			Vendor 543 - Dinuba	Police Officer's Association		Totals		Invoices	1	\$1,350.00
Vendor 341 - Dinuba	Tires LLC									
71813	FLAT REPAIR M 734	Paid by Check #24414		01/28/2020	02/07/2020	02/07/2020		02/07/2020	20.00	
			Vendor 341 - Dinuba	Tires LLC		Totals		Invoices	1	\$20.00
Vendor 552 - Dragnet	Pest Control									
1283-07 1/31/20	DSC Pest Control Service Jan. 2020	Paid by Check #24415		01/31/2020	02/07/2020	02/07/2020		02/07/2020	65.00	
			Vendor 552 - Dragnet	Pest Control		Totals		Invoices	1	\$65.00
Vendor 1628 - Dunn's	Sand, Inc.									
54498	Dunn's Verizon Alley	Paid by Check #24416		01/09/2020	02/07/2020	02/07/2020		02/07/2020	28,260.00	
			Vendor 1628 - Dunn's	Sand, Inc.		Totals		Invoices	1	\$28,260.00



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Vendor 62 - Ed Dena's Auto Center									
216844CVR	PARTS FOR BUS 5	Paid by Check #24417		01/31/2020	02/07/2020	02/07/2020		02/07/2020	167.38
		Vendor 62 - Ed Dena's Auto Center Totals				Invoices	1		<u>\$167.38</u>
Vendor 1558 - EMD Networking Services, Inc.									
102101	Modem	Paid by Check #24418		01/29/2020	02/07/2020	02/07/2020		02/07/2020	1,168.55
		Vendor 1558 - EMD Networking Services, Inc. Totals				Invoices	1		<u>\$1,168.55</u>
Vendor 631 - Moises Estrada									
Safety 1/31/20	Miscellaneous	Paid by Check #24419		01/31/2020	02/07/2020	02/07/2020		02/07/2020	32.00
		Vendor 631 - Moises Estrada Totals				Invoices	1		<u>\$32.00</u>
Vendor 35 - Federal Express Corporation									
6-906-85270	Shipping - Boundtree	Paid by Check #24420		01/24/2020	02/07/2020	02/07/2020		02/07/2020	27.25
		Vendor 35 - Federal Express Corporation Totals				Invoices	1		<u>\$27.25</u>
Vendor 544 - Firemen's Association									
2020-00000377	04 - Fire Association Dues*	Paid by Check #6268		02/05/2020	02/06/2020	02/06/2020		02/06/2020	1,283.80
		Vendor 544 - Firemen's Association Totals				Invoices	1		<u>\$1,283.80</u>
Vendor 632 - Rosalva Flores									
Safety 1/31/20	Miscellaneous	Paid by Check #24421		01/31/2020	02/07/2020	02/07/2020		02/07/2020	30.40
		Vendor 632 - Rosalva Flores Totals				Invoices	1		<u>\$30.40</u>
Vendor 1518 - Formation Environmental, LLC									
5472	FORMATION - WELLFIELD REMEDIAL INVESTIGATION	Paid by Check #24422		12/29/2019	02/07/2020	02/07/2020		02/07/2020	5,777.50
		Vendor 1518 - Formation Environmental, LLC Totals				Invoices	1		<u>\$5,777.50</u>
Vendor 1027 - Amy Garcia									
Safety 1/31/20	Miscellaneous	Paid by Check #24423		01/31/2020	02/07/2020	02/07/2020		02/07/2020	40.80
		Vendor 1027 - Amy Garcia Totals				Invoices	1		<u>\$40.80</u>
Vendor 18 - The Gas Company									
086574247121/20	PW	Paid by Check #24424		01/07/2020	02/07/2020	02/07/2020		02/07/2020	4,963.30
164115670071/20	PW	Paid by Check #24424		01/07/2020	02/07/2020	02/07/2020		02/07/2020	30.63
128552035971/20	PW	Paid by Check #24424		01/08/2020	02/07/2020	02/07/2020		02/07/2020	345.72
		Vendor 18 - The Gas Company Totals				Invoices	3		<u>\$5,339.65</u>
Vendor 712 - GLS US									
4112063	POSTAGE FEES	Paid by Check #24425		01/15/2020	02/07/2020	02/07/2020		02/07/2020	43.81
		Vendor 712 - GLS US Totals				Invoices	1		<u>\$43.81</u>
Vendor 242 - Green Box Rentals, Inc.									



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70957	Fy 19/20-Sports-Mo fee for storage cont @ rec center	Paid by Check #24426		01/31/2020	02/07/2020	02/07/2020	01/31/2020	02/07/2020	70.53
70959	Fy 19/20-Parks-Mo storage cont fee for vuich park	Paid by Check #24426		01/31/2020	02/07/2020	02/07/2020	01/31/2020	02/07/2020	81.38
Vendor 242 - Green Box Rentals, Inc. Totals									Invoices 2 <u>\$151.91</u>
Vendor 139 - Henry Schein Inc.									
72995264	Supplies	Paid by Check #24427		01/17/2020	02/07/2020	02/07/2020		02/07/2020	220.30
Vendor 139 - Henry Schein Inc. Totals									Invoices 1 <u>\$220.30</u>
Vendor 1150 - Hoffman Security									
458720	DSC Security Monitoring	Paid by Check #24428		01/20/2020	02/07/2020	02/07/2020		02/07/2020	105.00
Vendor 1150 - Hoffman Security Totals									Invoices 1 <u>\$105.00</u>
Vendor 545 - I.C.M.A. Retirement Trust									
2020-00000378	30 - 457 - Employee ICMA \$*	Paid by Check #6269		02/05/2020	02/06/2020	02/06/2020		02/06/2020	3,115.57
Vendor 545 - I.C.M.A. Retirement Trust Totals									Invoices 1 <u>\$3,115.57</u>
Vendor 560 - Daniel James									
Napa 2/2020	LOCC	Paid by Check #24391		02/03/2020	02/03/2020	02/03/2020		02/03/2020	240.00
Vendor 560 - Daniel James Totals									Invoices 1 <u>\$240.00</u>
Vendor 1407 - Kim Turner, LLC									
1985	PD - Dispatcher Wellness Training - 03/21/2020	Paid by Check #24429		12/31/2019	02/07/2020	02/07/2020		02/07/2020	426.00
Vendor 1407 - Kim Turner, LLC Totals									Invoices 1 <u>\$426.00</u>
Vendor 160 - Mid Valley Publishing Inc.									
0012670-2020	DSC - Sentinel Subscription 2020	Paid by Check #24430		01/28/2020	02/07/2020	02/07/2020		02/07/2020	25.00
Vendor 160 - Mid Valley Publishing Inc. Totals									Invoices 1 <u>\$25.00</u>
Vendor 1030 - Angelica Molina									
Safety 1/31/20	Miscellaneous	Paid by Check #24431		01/31/2020	02/07/2020	02/07/2020		02/07/2020	58.00
Vendor 1030 - Angelica Molina Totals									Invoices 1 <u>\$58.00</u>
Vendor 589 - Rosa Montanez									
Safety 1/31/20	Miscellaneous	Paid by Check #24432		01/31/2020	02/07/2020	02/07/2020		02/07/2020	33.80
Vendor 589 - Rosa Montanez Totals									Invoices 1 <u>\$33.80</u>
Vendor 1235 - New York Life Insurance Company									
2020-00000379	15 - New York Life Insurance	Paid by Check #6270		02/05/2020	02/06/2020	02/06/2020		02/06/2020	1,044.05
Vendor 1235 - New York Life Insurance Company Totals									Invoices 1 <u>\$1,044.05</u>
Vendor 142 - Office Depot BSD									
426699732001	Office Supplies	Paid by Check #24433		01/09/2020	02/07/2020	02/07/2020		02/07/2020	694.35
430810773001	Fy 19/20-Monthly office supplies	Paid by Check #24433		01/20/2020	02/07/2020	02/07/2020	01/28/2020	02/07/2020	114.15



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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 142 - Office Depot BSD Totals				Invoices	2	\$808.50
Vendor 76 - Pacific Gas & Electric									
265692021581/20	Parks	Paid by Check #24434		01/24/2020	02/07/2020	02/07/2020		02/07/2020	10.98
519248951321/20	Parks	Paid by Check #24434		01/24/2020	02/07/2020	02/07/2020		02/07/2020	10.93
777130818081/20	Parks	Paid by Check #24434		01/24/2020	02/07/2020	02/07/2020		02/07/2020	10.19
543881697541/20	Parks	Paid by Check #24434		01/27/2020	02/07/2020	02/07/2020		02/07/2020	10.52
914674420581/20	Parks	Paid by Check #24434		01/27/2020	02/07/2020	02/07/2020		02/07/2020	14.48
497903928041/20	DSC Electricity 12/27/19 - 1/27/20	Paid by Check #24434		01/28/2020	02/07/2020	02/07/2020		02/07/2020	809.23
2459149581712.19	PW	Paid by Check #24435		12/31/2019	02/07/2020	02/07/2020		02/07/2020	50.40
134445515951/20	PW	Paid by Check #24435		01/08/2020	02/07/2020	02/07/2020		02/07/2020	43.60
210475377881/20	PW	Paid by Check #24435		01/08/2020	02/07/2020	02/07/2020		02/07/2020	80.63
605804926701/20	PW	Paid by Check #24436		01/08/2020	02/07/2020	02/07/2020		02/07/2020	31.88
630805446691/20	PW	Paid by Check #24436		01/08/2020	02/07/2020	02/07/2020		02/07/2020	9.86
183409121301/20	PW	Paid by Check #24435		01/09/2020	02/07/2020	02/07/2020		02/07/2020	9.86
496411368301/20	PW	Paid by Check #24436		01/09/2020	02/07/2020	02/07/2020		02/07/2020	93.42
516730856041/20	PW	Paid by Check #24436		01/09/2020	02/07/2020	02/07/2020		02/07/2020	95.79
672472110621/20	PW	Paid by Check #24436		01/09/2020	02/07/2020	02/07/2020		02/07/2020	102.23
676638777011/20	PW	Paid by Check #24437		01/09/2020	02/07/2020	02/07/2020		02/07/2020	60.21
874409527911/20	PW	Paid by Check #24437		01/09/2020	02/07/2020	02/07/2020		02/07/2020	9.86
134971623571/20	PW	Paid by Check #24435		01/10/2020	02/07/2020	02/07/2020		02/07/2020	1,935.19
502735657341/20	PW	Paid by Check #24436		01/10/2020	02/07/2020	02/07/2020		02/07/2020	44.75
847471995151/20	PW	Paid by Check #24437		01/10/2020	02/07/2020	02/07/2020		02/07/2020	65.01
156188827221/20	PW	Paid by Check #24435		01/14/2020	02/07/2020	02/07/2020		02/07/2020	139.71
338077954231/20	PW	Paid by Check #24435		01/14/2020	02/07/2020	02/07/2020		02/07/2020	1,807.09
954874984791/20	PW	Paid by Check #24437		01/14/2020	02/07/2020	02/07/2020		02/07/2020	72.41
0007893000-5	PW	Paid by Check #24434		01/15/2020	02/07/2020	02/07/2020		02/07/2020	19.35
640799572501/20	PW	Paid by Check #24436		01/15/2020	02/07/2020	02/07/2020		02/07/2020	1,090.00
723267973791/20	PW	Paid by Check #24437		01/15/2020	02/07/2020	02/07/2020		02/07/2020	13,606.30
917922255331/20	PW	Paid by Check #24437		01/15/2020	02/07/2020	02/07/2020		02/07/2020	927.79
886695643251/20	PW	Paid by Check #24437		01/17/2020	02/07/2020	02/07/2020		02/07/2020	664.55
			Vendor 76 - Pacific Gas & Electric Totals				Invoices	28	\$21,826.22
Vendor 982 - Luis Patlan									
Napa 2/2020	LOCC	Paid by Check #24392		02/03/2020	02/03/2020	02/03/2020		02/03/2020	240.00
			Vendor 982 - Luis Patlan Totals				Invoices	1	\$240.00
Vendor 254 - Patton Air Conditioning									
145025	Vocational Center	Paid by Check #24438		01/21/2020	02/07/2020	02/07/2020		02/07/2020	4,056.43
145106	Vocational Center	Paid by Check #24438		01/24/2020	02/07/2020	02/07/2020		02/07/2020	3,088.00
			Vendor 254 - Patton Air Conditioning Totals				Invoices	2	\$7,144.43



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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 368 - Professional Print & Mail, Inc.									
100996	Communications	Paid by Check #24439		11/11/2019	02/07/2020	02/07/2020		02/07/2020	1,049.99
		Vendor 368 - Professional Print & Mail, Inc. Totals				Invoices	1		<u>\$1,049.99</u>
Vendor 275 - Proforce Marketing Inc.									
399359	PD - Armory Supplies	Paid by Check #24440		01/31/2020	02/07/2020	02/07/2020		02/07/2020	235.26
		Vendor 275 - Proforce Marketing Inc. Totals				Invoices	1		<u>\$235.26</u>
Vendor 1631 - Pulse Technology Partners, LLC									
2889	PD - 1 Speed Trailer & 2 Cordless Handheld Radar MpH Purchase	Paid by Check #24441		01/10/2020	02/07/2020	02/07/2020		02/07/2020	10,702.70
		Vendor 1631 - Pulse Technology Partners, LLC Totals				Invoices	1		<u>\$10,702.70</u>
Vendor 349 - RES COM Pest Control									
1790558	PD - Dog Kennel Pest Control Service	Paid by Check #24442		01/24/2020	02/07/2020	02/07/2020		02/07/2020	44.00
		Vendor 349 - RES COM Pest Control Totals				Invoices	1		<u>\$44.00</u>
Vendor 1632 - Sawatsky's Woods									
1001	SAWATZKYS WOODS - INSTALLATION OF WATER SERVICE, 769 MCKINLEY	Paid by Check #24443		01/27/2020	02/07/2020	02/07/2020		02/07/2020	16,139.92
		Vendor 1632 - Sawatsky's Woods Totals				Invoices	1		<u>\$16,139.92</u>
Vendor 1137 - Sequoia Council									
122202001	PD - POST 0325 Explorers Program Membership Fees	Paid by Check #24444		01/29/2020	02/07/2020	02/07/2020		02/07/2020	672.00
		Vendor 1137 - Sequoia Council Totals				Invoices	1		<u>\$672.00</u>
Vendor 1028 - Rosemary Silva									
Safety 1/31/20	Miscellaneous	Paid by Check #24445		01/31/2020	02/07/2020	02/07/2020		02/07/2020	18.00
		Vendor 1028 - Rosemary Silva Totals				Invoices	1		<u>\$18.00</u>
Vendor 61 - Silvas Oil Company Inc.									
161334CT	January 2020	Paid by Check #24446		01/31/2020	02/07/2020	02/07/2020		02/07/2020	1,408.52
		Vendor 61 - Silvas Oil Company Inc. Totals				Invoices	1		<u>\$1,408.52</u>
Vendor 1129 - South Bay Public Safety Training Consortium									
123388 INV	PD - Dispatch Supervisor Course - Rey Vela	Paid by Check #24447		02/03/2020	02/07/2020	02/07/2020		02/07/2020	500.00
		Vendor 1129 - South Bay Public Safety Training Consortium Totals				Invoices	1		<u>\$500.00</u>
Vendor 546 - State Disbursement Unit									
2020-00000380	99 - Child Support*	Paid by Check #6271		02/05/2020	02/06/2020	02/06/2020		02/06/2020	1,430.28
		Vendor 546 - State Disbursement Unit Totals				Invoices	1		<u>\$1,430.28</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 86 - SWRCB									
WD-0163478	SWRCB - ANNUAL WASTE DISCHARGE FEES - WWTP 2020	Paid by Check #24448		11/06/2019	02/07/2020	02/07/2020		02/07/2020	31,217.00
SW-0184764	SWRCB - ANNUAL PERMIT FEE - PHASE II SMALL MS4	Paid by Check #24448		01/09/2020	02/07/2020	02/07/2020		02/07/2020	8,539.00
Vendor 86 - SWRCB Totals							Invoices	2	\$39,756.00
Vendor 163 - TAG/AMS Inc.									
2760780	ANNUAL RENEWAL FEE	Paid by Check #24449		01/24/2020	02/07/2020	02/07/2020		02/07/2020	175.00
Vendor 163 - TAG/AMS Inc. Totals							Invoices	1	\$175.00
Vendor 189 - Terminix International									
393260249	PD - Pest Control Service	Paid by Check #24450		01/16/2020	02/07/2020	02/07/2020		02/07/2020	16.00
Vendor 189 - Terminix International Totals							Invoices	1	\$16.00
Vendor 1304 - TJKM									
0049238	TJKM Signal Synch Project	Paid by Check #24451		12/31/2019	02/07/2020	02/07/2020		02/07/2020	920.00
Vendor 1304 - TJKM Totals							Invoices	1	\$920.00
Vendor 49 - Tulare County									
207840002M	2nd Half of 19/20 Dues	Paid by Check #24452		07/12/2019	02/07/2020	02/07/2020		02/07/2020	5,061.77
2020-00000381	98 - Garnishment %*	Paid by Check #6272		02/05/2020	02/06/2020	02/06/2020		02/06/2020	840.29
Vendor 49 - Tulare County Totals							Invoices	2	\$5,902.06
Vendor 192 - UNUM Life Insurance Company of America									
2/1-2/29/2020	0537123-001	Paid by Check #24453		01/10/2020	02/07/2020	02/07/2020		02/07/2020	10,626.41
Vendor 192 - UNUM Life Insurance Company of America Totals							Invoices	1	\$10,626.41
Vendor 273 - US Bank									
405497744	February 2020	Paid by Check #24455		01/24/2020	02/07/2020	02/07/2020		02/07/2020	529.16
405167891	DSC - Copier Lease	Paid by Check #24454		01/21/2020	02/07/2020	02/07/2020		02/07/2020	632.82
Vendor 273 - US Bank Totals							Invoices	2	\$1,161.98
Vendor 1434 - Vast Networks									
20005	Price increase difference 7/1/19-1/1/2020	Paid by Check #24456		01/29/2020	02/07/2020	02/07/2020		02/07/2020	3,010.00
Vendor 1434 - Vast Networks Totals							Invoices	1	\$3,010.00
Vendor 354 - Verizon Wireless									
9846333801	February 2020	Paid by Check #24457		01/14/2020	02/07/2020	02/07/2020		02/07/2020	395.54
Vendor 354 - Verizon Wireless Totals							Invoices	1	\$395.54
Vendor 104 - Vision Service Plan									
808256105	January 2020	Paid by Check #24458		12/19/2019	02/07/2020	02/07/2020		02/07/2020	2,740.52
808502060	February 2020	Paid by Check #24458		01/19/2020	02/07/2020	02/07/2020		02/07/2020	2,845.12



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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 104 - Vision Service Plan Totals						Invoices	2		\$5,585.64
Vendor 877 - Volunteer Fire Association									
2020-00000382	10 - Volunteer Fire Association	Paid by Check #6273		02/05/2020	02/06/2020	02/06/2020		02/06/2020	30.00
Vendor 877 - Volunteer Fire Association Totals						Invoices	1		\$30.00
Vendor 616 - Jordan Webster									
2019 EMT Recert	Reimbursement	Paid by Check #24461		02/27/2019	03/15/2019	03/15/2019		02/06/2020	127.00
Vendor 616 - Jordan Webster Totals						Invoices	1		\$127.00
Vendor 1280 - Willdan Engineering									
00331466	OUTSOURCE PLAN CHECK FEES	Paid by Check #24459		01/24/2020	02/07/2020	02/07/2020		02/07/2020	220.00
Vendor 1280 - Willdan Engineering Totals						Invoices	1		\$220.00
Vendor 338 - Xcelerate Fitness									
2020-00000383	96 - Gym Dues	Paid by Check #6274		02/05/2020	02/06/2020	02/06/2020		02/06/2020	59.07
Vendor 338 - Xcelerate Fitness Totals						Invoices	1		\$59.07
Vendor 1067 - Yamabe & Horn Engineering Inc.									
43850	Y&H Kern Street Storm Drain	Paid by Check #24460		01/07/2020	02/07/2020	02/07/2020		02/07/2020	7,205.88
Vendor 1067 - Yamabe & Horn Engineering Inc. Totals						Invoices	1		\$7,205.88
Grand Totals						Invoices	130		\$298,878.11



City Council Staff Report

Department: PARKS AND COMMUNITY
SERVICES

February 11, 2020

To: Mayor and City Council

From: Stephanie Hurtado, Parks and Community Services Director

Subject: Agreement for Professional Services to Update the Parks and Recreation Master Plan (SH)

RECOMMENDATION

Council approve agreement for professional services with Conservation Technix to update the Parks and Recreation Master Plan and authorize the City Manager or designee to execute the agreement.

EXECUTIVE SUMMARY

The City of Dinuba Parks and Recreation Master Plan ("Plan") was adopted in 1992 as an element of the General Plan. The Plan has not been updated in several years. Staff circulated a Request for Proposals to update the Plan and as a result, recommends that the City of Dinuba enter into a Professional Services Agreement with Conservation Technix to update the Parks and Recreation Master Plan.

OUTSTANDING ISSUES

None.

DISCUSSION

City staff circulated a Request for Proposals (RFP's) on November 4th, 2019. Two proposals were received by the November 18, 2019 deadline; O'Dell Engineering and the other from Conservation Technix. The City reached out to five communities during reference checks, and heard positive feedback concerning Conservation Technix.

Conservation Technix partners with Sierra Designs, a regional leader in landscaping architecture based in Visalia. Their team includes certified Park and Recreation Planners (CPRP) and registered Landscape Architects experienced in municipal planning and strategy.

Conservation Technix has over 19 years of experience in community-based planning. Staff believes they are a well qualified choice to assist the City of Dinuba in the development and updating of the Parks and Recreation Master Plan. After reviewing the proposals and interviewing both firms, staff recommends that the City enter into an agreement with Conservation Technix in the amount of \$64,950 (Attachment "A").

In addition, the budgeted amount is \$90,000 and Conservation Technix has proposed the project to cost \$64,950. Staff is considering additional services such as mail and online survey as well as online engagement at a cost of \$11,800 which still falls below the budgeted amount of \$90,000. The remaining fund balance would also allow for a conceptual design overlay for park updates. This discussion will be brought back to the City Council for feedback at a later date.

FISCAL IMPACT

Funding for the project will be paid out of the 2019/2020 CIP projects fund.

PUBLIC HEARING

None.

ATTACHMENTS:

A. Professional Services Agreement for Parks and Recreation Master Plan Update

AGREEMENT FOR PROFESSIONAL SERVICES FOR Parks and Recreation Master Plan Update

This Agreement for Professional Services ("Agreement") is made and entered into this 12 day of February, 2020, by and between the City of Dinuba, a Municipal Corporation ("City"), and Conservation Technix ("Consultant").

RECITALS

A. Consultant represents to City that it is specially trained, experienced, licensed and competent to perform the services which will be required by this Agreement; and

B. Consultant represents to City that it possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

C. City desires to retain Consultant to render professional engineering services as set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth herein for such other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. **Retention of Consultant.** Subject to the terms and conditions set forth herein, City retains Consultant to perform the services identified in this Agreement, as an independent contractor and Consultant hereby accepts this independent contractor appointment.

2. **Scope of Services.** The Consultant shall perform the services described as Tasks in the Scope of Work, attached hereto and made a part hereof and identified as Exhibit "A," in accordance with all the provisions of this Agreement. Exhibit "A" may be amended from time to time as agreed, in writing, by City and Consultant. All of the services identified in the Scope of Work listed below shall hereinafter be collectively referred to as "Services." Consultant shall correct any and all errors and/or omissions in the performance of the Services and any documents resulting therefrom even though City has accepted said Services or documents. Consultant shall make such corrections upon City's request and at no cost or expense to City.

3. **Time of Performance.** The Services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is approved by the City. All such work shall be completed no later than 60 days from authorization to proceed, excluding submittal review time by the City.

4. **Compensation.** Compensation to be paid to Consultant shall be \$ 64,950, plus printing and other project related expenses (cost + 10 %). In no event shall Consultant's compensation exceed \$ 76,750 without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to be the City at the time of payment.

5. **Method of Payment.** Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the Services

performed and the date the Services were performed the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than 60 days after the date of submittal of a complete invoice for completed tasks and approval of the invoice by City staff. When payments made by City equal 90% of the maximum fee provided for in this Agreement, no further payments shall be made until the final work under this Agreement as been accepted by City.

6. **Extra Work.** At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Services, but which the parties did not reasonably anticipate would be necessary on the date of execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City.

7. **Termination.** This Agreement may be terminated by the City immediately and without notice for cause or by City without cause upon ten (10) days' written notice of termination to Consultant. Upon termination, Consultant shall be entitled to compensation for Services performed up to the effective date of termination, unless this Agreement is terminated for cause, in which case, City may withhold compensation due Consultant in order to reimburse City for any losses, damages or expenses caused by Consultant's default under this Agreement.

8. **Ownership of Documents.** All plans, studies, documents and other writings and electronic disks containing drawings prepared by and for Consultant, its officers, employees, agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request.

However, the City's use of completed documents for other projects and/or the use of uncompleted documents without the written authorization of Consultant will be at the City's sole risk.

9. **Licensing of Intellectual Property.** This Agreement creates a non-exclusive and perpetual license for City to use, modify, reuse or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data electronic or otherwise recorded on computer diskettes which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted non-exclusive and perpetual license for any Documents & Data the subcontractor prepared under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purpose intended by this Agreement shall be at City's sole risk.

10. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services under this Agreement, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's

name, insignia, photographs, or the project for which Consultant's Services are rendered, or any publicity pertaining to the Consultant's Services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent by City.

11. **Equal Opportunity Employment.** Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's programs or guidelines currently in effect or hereinafter enacted regarding equal opportunity employment.

12. **Insurance Requirements.**

a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of this Agreement, the following insurance policies.

i. **Workers Compensation Coverage.** Consultant shall maintain Worker's Compensation Insurance or Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, Consultant shall require each subconsultant to similarly maintain worker's compensation insurance or employer's liability insurance in accordance with the laws of the State of California for all of subconsultant's employees. Any notice of cancellation, non-payment of premium, non-renewal or modification of any Worker's compensation policies must be received by the City at least ten (10) days prior to such cancellation, non-renewal, or modification.

ii. **General Liability Coverage.** Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit in this paragraph.

iii. **Automobile Liability Coverage.** Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the Services to be performed under this Agreement, in an amount not less than one million two hundred fifty thousand dollars (\$1,250,000) combined single limit for each occurrence.

iv. **Professional Liability Coverage.** Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from Consultant's Services under this Agreement, whether such Services be by the Consultant or by its employees, subcontractors, or sub consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a combined single-limit per occurrence basis.

b. **Endorsements.** Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and which are licensed to conduct business in California, and shall be endorsed with the following specific language:

i. The City, its elected or appointed officers, officials, employees, agents, and volunteers shall be covered as additional insureds on all such policies of insurance with respect to liability arising out of Services performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such services or operations.

ii. These policies of insurance shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with the policies of insurance obtained by Consultant.

iii. These policies of insurance shall act for each insured and additional insured as though a separate policy has been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer shall agree to waive all rights of subrogation against City, its officials, officers, agents, employees, and volunteers for losses arising from work performed by Consultant for City.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.

vi. The insurance provided by these policies shall not be suspended, voided, cancelled, modified, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

vii. The general liability insurance coverage shall be at least as broad as Insurance Services Office commercial general liability coverage. The automobile liability insurance coverage shall be at least as broad as Insurance Services Office form number CA 0001 0692 Code 1 (any auto).

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificate of Insurance. Consultant shall provide certificates of insurance and amendatory endorsement affecting coverage to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on the date of execution of this Agreement by Consultant. Current certification of insurance shall be kept on file with the City at all times during the term of this agreement. City reserves the right to require and Consultant shall provide within five (5) days of City's request, complete certified copies of all insurance policies and endorsement affecting coverage which are required by this Agreement.

13. Indemnification. Indemnity for Professional Liability: When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Consultant (and its Subconsultants), are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the City in the performance of professional services under this agreement.

Indemnity for Other Than Professional Liability: Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or City for which Consultant is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Consultant.

14. **Independent Contractor Status.** It is understood and agreed that Consultant, in the performance of the Services to be performed pursuant to this Agreement, shall act as and be an independent contractor and shall not act as an agent or employee of City. Consultant shall obtain no retirement benefits or other benefits which accrue to City's employees and Consultant hereby expressly waives any claim it may have to any such rights. Nothing in this Agreement shall create or be construed as creating a partnership, joint venture or any other relationship between City and Consultant.

15. **Consultant's Books and Records.**

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City. Copies of such documents shall be provided to the City for inspection at the City offices.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request, require that custody of the records be given to the City and that the records and documents be maintained in the City offices. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

16. **Interest of Consultant.** Consultant (including principals, associates and employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's Services hereunder. Consultant further covenants and represents that in the performance of the Services hereunder, no person having any such interest shall perform any Services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

a. will conduct research and arrive at conclusions with respect to rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and

b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel.

17. **Professional Ability of Consultant.** City has relied upon Consultant's representations regarding its training and ability to perform the Services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled personnel to perform all Services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent persons in Consultant's field of expertise.

18. **Compliance with Laws.** Consultant shall use the proper standard of care in performing the Services and shall comply with all applicable federal, state and local laws, codes, ordinances and regulations. In addition, if the request for proposal to provide professional services which are the subject of this Agreement cited any federal or state financial assistance involved in the project for which the Services are provided, the Consultant shall perform all services in accordance with all applicable federal and state laws, rates and regulations.

19. **Licenses.** Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to lawfully and competently perform the Services. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to lawfully and competently perform the Services. Consultant shall maintain a City of Dinuba business license.

20. **Assignment and Subcontracting.** The parties recognize that a substantial inducement to City for entering into this Agreement is the reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City, which consent may be withheld in the sole and absolute discretion of City. Consultant shall not subcontract any portion of the Services to be performed under this Agreement without the written consent of the City, which consent may be withheld in the sole and absolute discretion of City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall: (i) create any contractual relationship between City and subcontractor; (ii) create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor; (iii) or relieve Consultant of any of its obligations and responsibilities under this Agreement.

21. **Attorneys' Fees.** If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other reasonable relief to which he may be entitled. With respect to any suit, action or proceeding arising out of or related to this Agreement, or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the Superior or Municipal Court, whichever is applicable, in the County of Tulare, State of California for any proceeding arising hereunder.

22. **Sole and Only Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters set forth herein and contains all of

the covenants and agreements between the parties regarding said matters. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party which are not embodied in this Agreement and no other agreement, statement or promise shall be valid or binding.

23. **Invalidity.** If any provision of this Agreement 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.

24. **Amendment.** No change, amendment or modification of this Agreement shall be valid unless the same be in writing and signed by the parties hereto.

25. **Governing Law.** This Agreement shall be construed and governed pursuant to the laws of the State of California.

26. **Waiver.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

27. **Mediation.** The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the dispute remains unresolved after mediation, either party may commence litigation.

28. **Prohibited Interests.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or result from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

29. **Authority to Enter Agreement.** Consultant has all requisite power and authority to conduct its business and to execute, deliver and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

30. **Notice.** Except as otherwise expressly provided herein, any notice, consent, authorization or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when delivered personally, when transmitted by facsimile or e-mail if receipt is acknowledged by the addressee, one business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or three business days after being mailed by first class mail, charges and postage prepaid, property addressed to the party to receive such notice at the last address furnished for such purpose by the party to whom notice is directed and addressed as follows:

City of Dinuba
1390 E Elizabeth Way
Dinuba, California 93618

Consulting Information

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and in the year first set forth above.

CITY OF Dinuba,
a Municipal Corporation

By: _____
City Manager Date

CONSULTANT

By: _____
Project Manager Date

APPROVED AS TO CONTENT:

ATTEST:

Stephanie Hurtado Date
Parks and Recreation Director

Linda Barkley, Date
City Clerk

Exhibit “A”

SCOPE OF WORK

I. PROJECT:

Parks and Recreation Master Plan Update

II. GENERAL LOCATION:

City of Dinuba

III. TASKS:

The consultant shall perform all services necessary to provide an updated Parks and Recreation Master Plan and recreational facilities needs assessment.

The consultant shall start with the "Project Description" as outlined herein:

The project consists of updating the City's current Parks and Recreation Master Plan and performing a needs assessment for recreational facilities.

The consultant shall provide an updated Parks and Recreation Master Plan, using the policies in the City's General Plan; the consultant shall prepare a presentation to the City Council. The consultant shall prepare a preliminary cost estimate for each proposed phase.

- A. The consultant shall conduct studies and investigations as necessary to update the Parks and Recreation Master Plan to coincide the policies in the General Plan.
- B. Based upon the mutually agreed-upon project requirements, the consultant shall conduct a public survey on recreational facilities and activities needs in the community.
- C. The consultant shall make up to six presentations as may be necessary or desirable to obtain the approval of the City and shall assist the City in applying for and obtaining from applicable public agencies any approval, permit or waiver required by law which assistance shall include, but not be limited to, making project information available to the City.

IV. TIME OF COMPLETION:

Master Plan Update and needs assessment are to be completed on or before:

- A. Needs assessment and update of master plan: One hundred twenty (120) calendar days from date of Notice to Proceed.

Consultant understands that time is of the essence.

V. COSTS OF TASKS:

For the purposes of this agreement, the following cost is associated with the tasks:

- A. The consultant's sole compensation for all services required or rendered pursuant to this agreement shall be paid according to the tasks as completed. Statements may be rendered

monthly and shall be payable in the normal course of City business. Said statements shall be for an amount no greater than that attributable to that task upon which consultant is then engaged.

- B. The parties may modify this Agreement to increase the scope of the work or provide for the rendition of services not required by this agreement, which modification shall include an agreed-upon increase in the consultant's compensation. It is mutually understood by the parties that any such modification is, itself, a contract which must be entered into in accordance with applicable law.

CITY'S RESPONSIBILITIES:

The City shall:

- A. Furnish to consultant any data so requested by consultant that the City has in its possession to assist in the project.
- B. Provide, upon request, access to and make all provisions necessary to enter upon public or private lands as required for consultant to perform such work and inspections as are required in development of the project.
- C. Hold all required special meetings, serve all public and private notices with the exception of correspondence required for design, receive and act upon all protests and perform all services customarily performed by owners as are necessary for the orderly progress of the work and the successful completion of the project and pay all costs incidental thereto.
- D. Prepare all progress payment estimates.



City Council Staff Report

Department: CITY MANAGER'S OFFICE

February 11, 2020

To: Mayor and City Council

From: Daniel James, Assistant City Manager

Subject: Conference With Real Property Negotiators (DJ)

RECOMMENDATION

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 of sale

EXECUTIVE SUMMARY

OUTSTANDING ISSUES

DISCUSSION

FISCAL IMPACT

PUBLIC HEARING