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, Reseve 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: POLICE SERVICES | January 28, 2020

To: Mayor and City Council

From: Devon Popovich, Chief of Police

Subject: Andrew Loera, Reseve Police Officer (DP)

RECOMMENDATION

Introduction and swearing-in ceremony for Reserve Police Officer Andrew Loera.

EXECUTIVE SUMMARY

OUTSTANDING ISSUES

DISCUSSION

FISCAL IMPACT

PUBLIC HEARING

City Council Staff Report

Department: PUBLIC WORKS January 28, 2020

To: Mayor and City Council

From: Ismael Hernandez, Public Works Director

By: George Avila, Business Manager

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.

EXECUTIVE SUMMARY

The City of Dinuba has been providing housing assistance to eligible residents since the early 1980s. Assistance is offered through the City's First Time Homebuyer and Housing Rehabilitation Programs. These Programs are funded with state and federal grants. The State Housing and Community Development (HCD) Department has issued a Notice of Funding Availability for its CalHOME Program and the City intends to apply for $600,000 in grant funds to continue funding the two housing programs.

OUTSTANDING ISSUES

None.

DISCUSSION

On November 27, 2019 the State's Housing and Community Development (HCD) Department issued a Notice of Funding Availability (NOFA) for it's CalHOME Program. Upon review of the NOFA staff intends to apply for the minimum of $600,000 to provide funding for both the City's First-Time Homebuyer and Housing Rehabilitation Programs. Applications are due by February 17, 2020.

The First-Time Homebuyer Program provides down payment assistance to income eligible home buyers. The down payment helps borrowers purchase single-family residential units. The maximum loan amount will be forty (40) percent of a borrower's purchase price for a property, up to a maximum of $100,000. The down payment loan is deferred until the home is sold or refinanced.

The Housing Rehabilitation Program provides income eligible homeowners with a deferred payment loan to make needed minor and or major repairs to their homes or accessory dwelling units such as, but not limited, to new roofs, plumbing, and electrical work. The maximum loan amount for the primary residence shall not exceed $125,000 and $100,00 for accessory dwelling units on the same parcel.

The City has contracted with Self-Help Enterprises to administer the two programs. The contract with Self Help is for $12,000. However, the CalHOME Program does not provide for funds to cover administrative costs associated with implementation of the two housing programs. The City has covered the administrative cost from the general fund.

Staff has prepared Resolution No. 2020-__ enclosed hereto as Attachment 'A' authorizing the City to apply for up to $600,000 in CalHOME Grant Funds.

FISCAL IMPACT

The cost to prepare the grant application is $2,500 and the cost for general administration of the programs is $12,000 over approximately three years. The total of $14,500 will be expensed to the general fund.

PUBLIC HEARING

None.

ATTACHMENTS:

A. Resolution Number 2020-07

RESOLUTION NO. 2020-07

A RESOLUTION OF THE COUNCIL OF THE CITY OF DINUBA, CALIFORNIA, AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE CALHOME PROGRAM AND EXECUTION OF A STANDARD AGREEMENT IF SELECTED FOR SUCH FUNDING AND EXECUTION OF REQUIRED PROGRAM DOCUMENTS

WHEREAS, The City of Dinuba, a political subdivision of the State of California, wishes to apply for and receive an allocation of funds through the CalHome Program; and

WHEREAS, The California Department of Housing and Community Development (hereinafter referred to as "HCD") has issued a Notice of Funding Availability ("NOFA") on November 27th, 2019, and has issued an amended NOFA on December 23, 2019, for the CalHome program established by Chapter 84, Statutes of 2000 (SB 1656 Alarcon), and codified in Chapter 6 (commencing with Section 50650) of Part 2 of Division 31 of the Health and Safety Code (the "statute").

WHEREAS, Pursuant to the aforementioned statute, HCD is authorized to approve funding allocations utilizing monies made available by the State Legislature to the CalHome program, subject to the terms and conditions of the statute and the CalHome Program Regulations adopted by HCD in April 2004; and

WHEREAS, The City of Dinuba wishes to submit an application to obtain from HCD an allocation of CalHome funds in the amount of $600,000.

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

1. Approves the submittal to HCD an application to participate in the CalHome Program in response to the amended NOFA issued on December 23, 2019 which will request a funding allocation of $600,000 for the following activities:
    - Owner-Occupied Rehabilitation Program to be located within the city limits of the City of Dinuba. This includes financial assistance to income eligible participants for the repair, rehabilitation, or reconstruction of single-family residential units, the construction, reconstruction, repair, or rehabilitation of an accessory dwelling unit (ADU) or junior accessory dwelling unit (JADU), and the repair or replacement of a manufactured home.
    - First-Time Homebuyer Mortgage Assistance Program to be located within the city limits of the City of Dinuba. This involves loans, only used as gap financing, to income eligible households for the purchase of single-family residential units, including the purchase of homes with ADUs or JADUs.

2. Agrees if the application for funding is approved, the City of Dinuba will use the CalHome funds for eligible activities in the manner presented in its application as

approved by HCD and in accordance with program regulations cited above. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. The City of Dinuba acknowledges and agrees that it may be required to execute any and all other instruments necessary or required by HCD for participation in the CalHome Program.

3. Authorizes the City Manager or his designee(s) to execute in the name of the City of Dinuba, and any subsequent amendments or modifications thereto, as well as any other documents required by HCD for participation in the CalHome Program, and any amendments thereto.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Dinuba held on the 28th day of January, 2020, by the following VOTE:

AYES:
NAYS:
ABSTAIN:
ABSENT:

_____
Kuldip Thusu, Mayor

ATTEST:

_____
Linda Barkley, City Clerk

City Council Staff Report

Department: PUBLIC WORKS | January 28, 2020

To: Mayor and City Council

From: Ismael Hernandez, Public Works Director

By: George Avila, Business Manager

Subject: Authorization to Execute Amendment No. 1 to 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.

EXECUTIVE SUMMARY

The City of Dinuba actively seeks Community Development Block Grant (CDBG) funding for the repair and construction of various public improvements. Due to the nature of CDBG funding, all projects funded with CDBG money must comply with federal regulations. Given this requirement the City has hired the Adams Ashby Group to provide grant management services. The initial agreement executed with Adams Ashby was for the Randle Avenue Improvements Project. The proposed amendment will expand the scope of services to include grant management services for the Kern Street Storm Drain Project, the 2020 CDBG Application and any other CDBG eligible activity or award that becomes available through February 14, 2022.

OUTSTANDING ISSUES

None.

DISCUSSION

On February 14, 2017 the City Council awarded a consulting services contract to the Adams Ashby Group for grant management services on the Randle Avenue Improvements Project. The scope of work for that project included general administration and labor compliance tasks as required by federal statutes. Throughout the course of the project, the Adams Ashby Group demonstrated competency, thoroughness and overall provided a high quality product that contributed greatly to the City's successful delivery of the Project.

Recently the City was notified that it had been awarded another CDBG in the amount $3,000,000 for the Kern Street Storm Drain Project. This is a critical infrastructure project that the City has pursued for many years. Award of this grant has made it possible for the City to finally address seasonal downtown flooding that impacts residential and commercial property owners almost on an annual basis. It is imperative that this Project be managed properly and without delay. To ensure that all federal statues are adhered to, the City wishes to extend the existing Adams Ashby Group agreement to include the Kern Street Storm Drain Project. The scope of work on this Project will be very similar to the scope provided for the Randle Street Improvements Project (i.e. general grant administration and labor compliance).

Additionally, the City wishes to engage Adams Ashby Group for grant writing assistance on the 2020 Community Development Block Grant application that is due next month for the North Alta Infrastructure Improvement (Griggs Neighborhood) Project. The State's Department of Housing and Community Development (HCD) allows contracts such as the one executed with the Adams Ashby Group to be valid for up to five years. Therefore, the proposed amendment will identify February 14, 2022 as the agreement termination date. This will allow the City to work with Adams Ashby Group on any other CDBG funding opportunities and awards that become available prior to the termination date.

Staff recommends approval of Amendment No. 1 to the Adams Ashby Group Consulting Services Agreement attached herein as Attachment "A".

FISCAL IMPACT

The cost of this amendment is funded entirely with Community Development Block Grant funds.

PUBLIC HEARING

None.

ATTACHMENTS:

A. Adams Ashby Group - Amendment No. 1

CITY OF DINUBA
CONSULTING SERVICES AGREEMENT FOR PROFESSIONAL SERVICES
TO PROVIDE GRANT ADMINISTRATION FOR THE CDBG PROGRAM
(EFFECTIVE FEBRUARY 15, 2017)
AMENDMENT #1

The City of Dinuba entered into a consulting services agreement with the Adams Asbhy Group on February 15, 2017 to provide grant administration services for the Community Development Block Grant (CDBG) Program. All terms and conditions of said agreement remain in full force and effect with the exception of the following amendments as approved by the City Council on January 28, 2019:

Agreement Amendment

I. "1. Professional Services" (AMENDED IN ITS ENTIRETY)

Consultant will provide grant administration services as authorized and required by the CITY under the terms and conditions of this Agreement as described in the attached Scopes of Work and Cost Proposals. For the Randle Avenue Improvements Project, (Exhibit B, dated November 9, 2016). For the Kern Street Storm Drain Project and the 2020 "Over the Counter" OTC grant application, (Exhibit C, dated September 26, 2019). Additionally, the City may choose to engage the services of Adams Ashby Group for other CDBG related activities, including but not limited to, future grant awards, Notices of Availability and Program Income funded projects.

II. "4. Term" (AMENDED IN ITS ENTIRETY)

Either party may terminate this Agreement upon 30-day written notice to the other party for any reason or no reason. In the event the CITY terminates this Agreement, CONSULTANT shall cease all work immediately after receiving written notice from the CITY unless otherwise advised by the CITY and shall notify the CITY of all costs incurred up to such termination date. This Agreement shall terminate on February 14, 2022.

CONTRACTOR

Date: _____ By: _____

Title: _____

CITY OF DINUBA

By _____
City Manager

Exhibit C

adams ashby Group

September 26, 2019

TO: George Avila, Business Manager

RE: Cost Proposal for Current Contract to be Amended

Dear George –

Thank you for the opportunity to provide you with an additional cost proposal to be amended to our current contract for additional CDBG work. As you are aware, our current contract is still in place as it did not have a term expiration. According to HCD, we are able to utilize general administration contracts for CDBG work for a period of 5 years – which is what we would propose. Based on your new grant award for Kern Street and potential 2020 application under the OTC NOFA, I propose the following for your consideration:

18-CDBG-12892 / Kern Street Storm Drain Project

This would be for your most recent CDBG award...I would propose the same scope of work as we did for the Randle project, which included all general administration and labor compliance associated with the project/grant. Similar to our last estimate (which I think was right about $90k), I would propose that Adams Ashby utilizes 4.5% of the allowable 7.5% of the general administration allocation that is included in your new grant (which is $150,000). That breakdown would be as follows:

	Allocated	City Share	Adams Ashby Share
General Admin	7.5% - $150,000	3% - $60,000	$90,000

If it is "ok" with the City, I would propose that we simply bill this out on a monthly flat fee amount which makes this much simpler for me. It looks like this project will move fairly quickly, but delays are inevitable as you know. We would estimate 18 months...which would be $4,500 (this totals $81,000). Again, it's probably realistic to assume it will take this long, but if it doesn't, then we would propose to bill the remaining dollars out before grant closeout and monitoring. I would propose we start this month (September) if that works for the City.

All general administration associated with this grant would be included in this fee. Our tasks would include but not limited to the following:

- Contract Setup with CDBG
- NEPA
- General Conditions
- Citizen Participation – Public hearing notices, staff reports, etc.
- Procurement
- Funds Requests

Adams Ashby Group, INC
770 L Street – Suite 950 - Sacramento, CA 95814
t 916.449.3944 f 916.449.3934
www.adamsashbygroup.com

- Grant reporting, including Program Income, Annual Performance Reports, Labor Standards Reports, etc.
- Communication with City/State/Engineer, etc.
- Labor Compliance / Davis Bacon Compliance
- On site meetings when needed/requested
- Project Closeout
- Monitoring Preparation
- Griggs Avenue Income Survey

The remaining dollar amount of the total above would be utilized for your 2020 OTC application and coordinating that process ($9,000) (excluding the items noted below). We would estimate it would be a little less, but this builds in some room as it is a brand new process, they are rolling out this year.

The "city share" listed above can be used at your discretion for eligible general admin expenses that the City incurs, i.e. public hearing notices, in house staff time, city inspectors or for actual construction costs if you choose to do so.

OTC 2020 Application - NEPA

Now we will complete the application, but we need to have the environmental in place before the application can be submitted.... because it is new construction, I'm assuming this would require a full "environmental assessment". We will complete this process for you using our sub-contractor – Roy Hastings. His fee for the EA would be $7,500. I'm waiting to confirm this with CDBG, but I believe you can use your GA funds from your 18-contract listed above (city share) to cover this expense rather than having it hit your general fund. I will bill this as a separate task at your request.

The bulk of this this proposal would be billed on a monthly basis – flat fee, but for your records here is our most current rate schedule: Principal: $105/hour Support Staff: $75/hour

Please don't hesitate to contact me with any questions or concerns.

Thank you,

Paul Ashby

City Council Staff Report

Department: PARKS AND COMMUNITY SERVICES January 28, 2020

To: Mayor and City Council

From: Stephanie Hurtado, Parks and Community Services Director

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.

EXECUTIVE SUMMARY

Dinuba Christian Worship Center is requesting to hosting the annual Blessing of the Bikes and Cars event at Rose Ann Vuich Park May 9th, 2020. The event is open to the public.

OUTSTANDING ISSUES

None.

DISCUSSION

The Blessing of the Bikes and Cars is an annual event hosted by Dinuba Christian Worship Center. They are requesting to host this years event May 9th, 2020 at Rose Ann Vuich Park. There will be food vendors, merchandise, music and the blessing ceremony.

The event is an annual tradition in which the riders of motorcycles, bicycles and cars are blessed by a prayer group in the hopes that it will bring safety for the up coming season. The event is non-denominational, focusing more on the riders safety than religion. However the services does include prayer and reading of biblical passages. A memorial service is held to acknowledge riders who have passed in the previous year. Riders come from all areas and states to partake in this event.

The estimated attendance for this event is 500 participants. Christian Worship Center is requesting to use the Bandshell from 10:00AM to 5:00PM. They are prepared to purchase liability insurance, reserve portable potties, and pay for electricity, staff supervision and security.

FISCAL IMPACT

The full day park rental waiver is $200.

PUBLIC HEARING

City Council Staff Report

Department: PUBLIC WORKS | January 28, 2020

To: Mayor and City Council

From: Ismael Hernandez, Public Works Director

By: George Avila, Business Manager

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.

EXECUTIVE SUMMARY

The City of Dinuba owns and operates a Compressed Natural Gas (CNG) Facility located at the Public Works Corporation Yard. The City has contracted with Atlas Copco Compressors, LLC for maintenance and repair of the CNG facility. The City would like to continue its contract with the company for ongoing preventative maintenance. The proposed new dispenser will replace obsolete equipment that has exceeded its useful life.

OUTSTANDING ISSUES

None.

DISCUSSION

The City of Dinuba Compressed Natural Gas (CNG) Fueling Facility was constructed in 2005 and is located in the Public Works Corporation Yard.The CNG facility includes specialized equipment that allows natural gas to be converted into fuel that can be used to operate anything from small cars to heavy equipment that have been retrofitted with CNG engines.The CNG fueling facility serves some of the City's fleet, all DART transit buses, the Dinuba Unified School District, Tulare County, Peña's Disposal and a few private customers.

Over the years it has become increasingly difficult to locate parts to perform repairs on the Facility and to secure a reliable vendor for service calls. Much of the equipment on the facility is proprietary so there are very few vendors that can service the equipment. In fact in most cases only Atlas Copco can provide service.The subject preventative maintenance contract will provide the Facility scheduled maintenance checks at quarterly, semi-annually and annual intervals. This will keep the facility in good working order and will serve to proactively address operational issues before they become bigger challenges.

Atlas Copco Compressors, LLC, has provided a proposal to the city for a three-year preventative maintenance agreement in the amount of $35,919, See Attachment "A". Additionally, upon inspection it has been determined that the City must replace one of it's CNG dispensers. This dispenser has become obsolete and repairing is no longer feasible. Atlas Copco Compressors LLC has submitted a proposal to the City of Dinuba for a replacement dispenser in the amount of $47,500, See Attachment "B". Staff recommends award of these two proposals to Atlas Copco Compressors LLC under the provision in the City's Purchasing Policy that states that "no competitive bidding is required for specialized services."

Given that this was an unforeseen expense, it was not part of the original FY 2019-20 approved annual budget. Therefore a budget amendment attached herein as Attachment "C", is presented to the City Council for approval.

FISCAL IMPACT

The total cost of the three-year preventative maintenance agreement and the purchase of a new dispenser totals $83,419 and will be funded out of the city's CNG Fund.

PUBLIC HEARING

None.

ATTACHMENTS:

A. Preventative Maintenance Agreement - Atlas Copco Compressors, LLC
B. Replacement Dispenser Proposal - Atlas Copco Compressors, LLC
C. Resolution Number 2020-10, FY 19/20 Budget Amendment Number 2020-09

Atlas Copco Compressors
Oil Free Division

Planned Maintenance Service Quotation
Compressor Model B65-4NG
Compressor Serial Number NGV0397 & UTF1253B1

Committed to sustainable productivity

City of Dinuba
Attn: Elva Patino
1088 E Kamm Ave
Dinuba, CA. 93618
(559)591-5906 Ext. 304
epatino@dinuba.ca.gov

10/02/2019

Sustainable Productivity

Atlas Copco

Dear Mrs. Patino

We appreciate your invitation to quote on an Atlas Copco Service Plan.

Service plans are specially designed to assure our customers high equipment efficiency and availability at minimum overall costs and worry-free operation. Atlas Copco will relieve you of the burden of maintenance planning and will take over responsibility for servicing your equipment on a regular basis.

When service is due, you will be notified, and a mutually suitable date will be arranged. This will significantly reduce the chances of a breakdown, as potential problems will be recognised in advance and appropriate preventive measures can be taken before any problems occur and your vehicle fuelling is jeopardized.

Atlas Copco is always available to provide you solutions for all your compressed CNG needs, from generation to point of use, guaranteeing best performance from you whole system. Genuine parts and lubricants, specially developed for your compressor needs, are kept in stock and our service technicians are always up to date with our maintenance standards and will provide you with the best service in the market.

In case you need additional information on this quotation or any of our other service products, please feel free to contact me at any time.

Kind regards,

Mike Marcus
Sales Manager,
CNG Prime & Aftermarket - High Pressure

Atlas Copco Compressors, LLC
2704 Lawing. Ste 200
Rowlett, Texas. 75088
Cell: 469-371-3606
Mike.marcus@us.atlascopco.com

REASONS to rely on Atlas Copco Customer Support Plans

1 Most cost effective approach

A periodic check of your installation keeps your maintenance costs down. And when the costs are fixed and known in advance, you will have less administration costs and avoid unbudgeted surprises.

2 Longer life expectancy of your compressor installation

Regular maintenance significantly lowers the risk of deterioration and ensures that your installation will last longer. Our technician will notice and replace poorly working parts. A quick reaction and change of parts keep the machine running longer in working conditions.

3 Reliability, quality and productivity

Regular and well-performed maintenance assures the reliability of your installation and the quality of your compressed air. This way you lower the risks of a possible loss of quality of your production or a breakdown followed by production loss, which ultimately leads to lower profitability.

4 Global presence, local service

Atlas Copco Customer Support Plans are not limited by borders; from the extreme cold of Northern Canada to the deserts of central Australia, our approximately 3000 factory trained technicians are never more than a phone call away. Combined with our genuine parts distribution system, operating 24/7, you can rest assured your production continuity is in safe hands.

5 Energy savings

Regular replacement of worn out parts combined with the use of genuine Atlas Copco parts make your compressed air installation last longer and cause a minimal average pressure drop, which leads to energy savings.

Atlas Copco

Table 1 - Pricing and Services Summary

Machine Description	Compressor Serial Number		Service Type	Planned Visits	# of visits per year/QTY	Plan Duration (3 Years)	Annual Price
B65-4NG	NGV0397 & UTF1253B1		Preventive Maintenance	Quarterly, Semi-Annual & Annual	13.00	Year 1	$11,700.00
Dispensers & Ancillary Components	N/A		Preventive Maintenance	Quarterly, Semi-Annual & Annual	12.00	Year 1	Included
B65-4NG	NGV0397 & UTF1253B1		Preventive Maintenance	Quarterly, Semi-Annual & Annual	13.00	Year 2	$11,700.00
Dispensers & Ancillary Components	N/A		Preventive Maintenance	Quarterly, Semi-Annual & Annual	12.00	Year 2	Included
B65-4NG	NGV0397 & UTF1253B1		Preventive Maintenance	Quarterly, Semi-Annual & Annual	13.00	Year 3	$12,519.00
Dispensers & Ancillary Components	N/A		Preventive Maintenance	Quarterly, Semi-Annual & Annual	12.00	Year 3	Included
Total Agreement Price	**Three-year period**						**$35,919.00**
Total Quarterly Invoice – Years 1,2 & 3	**3 years (36 month-12 invoices) period including annual parts**						**$2,993.25**
Total Quarterly Invoice – Annual	**1 Year (12 month-4 invoices) period including annual parts. Re-quoted annually if 3 year option not selected with pricing subject to change.**						**$2925.00**

Preventative Maintenance Agreement

- Service contract customers benefit through **preferred labor rates** along with a **5%** discount on parts purchased through Atlas Copco. These rates apply to any repairs or additional work recommended outside the scope of this agreement.

- For the term of this agreement Atlas Copco will also provide on-going technical support to the owner or owners representative via telephone on a priority basis as needed/required.

- This service agreement will provide labor and **Annual Parts** as required to perform the maintenance of your Atlas Copco CNG equipment. Problems or potential problems as identified will be brought to management attention for approval to proceed with repairs as necessary. Parts troubleshooting and repair labor will be charged at the preferred contract labor rates.

- Should equipment runtime exceed recommended service intervals of above items they will be completed as required based on manufacturers specifications and charged extra at the preferred contract parts and labor rates.

- 3 years are typical for the total cost savings that you would expect for maintenance services provided by Atlas Copco, however you can also sign for a minimum of one to three years based on pricing offered. Annual contracts would be quoted each year upon expiration.

- Compressor 2,000 HR, 10,000 HR & 20,000 HR services to be quoted separately when hourly milestones reached. Regen, filter elements, hygrometer and desiccant dryer services to be quoted separately upon technician's recommendation.

- ANNUAL PARTS – All filter elements, filter element head o-rings, oil, oil filter & Dispenser filter elements

Example Monthly Tasks

- Check and record total system operating hours
- Check and record compressor operating hours
- Check and record service operating hours
- Confirm time and date of operating system
- Check and record dryer dew point
- Check accuracy of analog input values (actual vs. measured)
- Check oil level in crankcase
- *Check for oil discoloration*
- Check for oil leaks and correct as necessary
- Drain Blowdown Tank
- Check all fluid levels as applicable (lubricator/engine coolant/engine oil)
- Check all flexible hoses and hard lines for signs of deterioration and/ or damage
- Check condition and tension of drive v-belts
- Check and record control gas pressure
- Check operation of PRV between receiver tank and suction tank (where applicable)
- Check and record compressor operating pressures
- Check and record compressor oil pressures
- Check setting of final stage back pressure regulator (where applicable)
- Check mechanical seal oil bottles and record amount of oil present
- Check leak rate of crankshaft (mechanical seals) running
- Check for gas leaks and repair as required
- Check startup pressure of compressor
- Check shutdown pressure of compressor
- Check blowdown system for proper operation
- Check operation of ESD valves on lines to dispenser(s)
- Record suction & discharge temperatures of each stage
- Change oil filter if differential oil pressure exceeds recommendations
- Drain discharge coalescing filter
- Visually inspect for loose or damaged clamps/bolts/covers etc.
- Inspect all relief valves for proper mounting and secure to fittings and vent line clear of obstructions
- Confirm that all storage vessels are filled after system has reached stop pressure
- Listen for any unusual noises in compressor
- Record supply gas pressure & temperature prior to dryer
- Record supply gas pressure after dryer and before compressor skid
- Record supply gas pressure and temperature at compressor inlet
- Record final discharge temperature after the cooler

Example Annual Tasks

- Check and record compressor operating hours
- Check and record service operating hours
- Confirm time and date of operating system
- Check accuracy of analog input values {actual vs. measured}
- Check oil level in crankcase
- Check for oil leaks and correct as necessary
- Drain Blowdown Tank
- Check all flexible hoses and hard lines for signs of deterioration and/ or damage
- Check condition and tension of drive v-belts
- Check and record control gas pressure
- Check operation of PRV between receiver tank and suction tank (where applicable)
- Check and record compressor operating pressures
- Check and record compressor oil pressures
- Check setting of final stage back pressure regulator (where applicable)
- Check mechanical seal oil bottles and record amount of oil present
- Check for gas leaks and repair as required
- Check startup pressure of compressor
- Check blowdown system for proper operation
- Check operation of ESD valves on lines to dispenser(s)
- Record suction & discharge temperatures of each stage
- Confirm proper cracking pressures of all relief valves as listed on P&ID
- Check operation of priority panel actuators or MFB valves
- Check vibration readings and alarm setpoints
- Check the set points of all pressure and temperature switches
- Inspect all threaded electrical enclosures for condensation
- Inspect drive motor starter contacts for corrosion or deterioration from arcing
- Inspect dryer regeneration contactor for corrosion or deterioration from arcing
- Check all electrical wire terminations in control panel for tightness
- Re-tighten compressor hold down stud nuts to proper torque values
- Ensure oil and oil filter change every 2000 hours or once per year
- Open compressor frame during oil change and visually inspect for foreign material
- Inspect/change suction and discharge filters
- Check for contamination in diaphragm valves (where applicable)
- Check the suction and discharge valves of all stages
- Check piston ring wear
- Grease drive motor per manufacturer's specification
- Inspect shaft bearings
- Check cylinder for the presence of oil to verify lubrication is adequate
- Check oil rise in cylinders
- Drain discharge coalescing filter
- Visually inspect for loose or damaged damps/bolts/covers etc.
- Inspect all relief valves for proper mounting and secure to fittings and vent line clear of obstructions
- Inspect / Clean discharge check valve
- Confirm that all storage vessels are filled after system has reached stop pressure
- Record supply gas pressure & temperature prior to dryer
- Record supply gas pressure after dryer and before compressor skid
- Record supply gas pressure and temperature at compressor inlet Record final discharge temperature after the cooler
- Cleaning of v-belts +grooves of flywheel and motor pulley

The following conditions apply to the above:

1. This agreement may be cancelled by either party with 30 days written notice. The customer is entitled for a refund for any services that haven't been performed but already paid for.
2. Atlas Copco reserves the right to not renew a service agreement after expiration of the term.

3. Breakdowns and repairs caused by negligence, abuse, operation outside specified parameters and due to maintenance due over 60 days are not covered by service plans.
4. Neither party shall be liable for any special, indirect, incidental, punitive or consequential damages, including, but not limited to, loss of total or partial use of products, downtime cost, loss of profits or revenues.

This quote is valid for **60 days** from generation.

Agreement duration: 3 years

P.O. / Agreement # _____
Expiration date _____

By signing this agreement, you are authorizing Atlas Copco Compressors LLC to automatically invoice as detailed above, using the PO/agreement number stated in this document. This agreement and the associated invoicing can be cancelled with 30 days written notice.

Pricing includes freight.
Pricing does not include any applicable taxes.

Pricing applies to services performed during normal working hours, weekdays, from 8am – 5pm
Atlas Copco SERVICE TERMS AND CONDITIONS form an integral part of this quotation
Quoted service type 'Definitions and Conditions' apply.

Atlas Copco Compressors LLC		**City of Dinuba**	
Signature	_____	Signature	_____
Printed name	Mike Marcus	Printed name	_____
Date	01/21/2020	Date	_____

COMMITTED TO

SUSTAINABLE PRODUCTIVITY.

General Terms and Conditions

1. GENERAL

"Seller" means the Atlas Copco entity providing any product, equipment, part and/or service to Purchaser. "Purchaser" means the entity obtaining such product, equipment, party and/or service from Seller. All quotations, proposals, acknowledgements, offers, service plans and other contracts/agreements by Seller are subject to and expressly conditioned upon these Aftermarket Terms & Conditions (this "Agreement"). The conditions in this Agreement apply regardless of whether Seller provides a quotation or any other document to Purchaser. Any acceptance by Seller of Purchaser's purchase order is expressly conditioned on Purchaser's assent to this Agreement. Seller hereby expressly objects to and rejects any additional or different terms or conditions contained in any purchase order or other communication previously or hereafter provided by Purchaser to Seller. In the event a separate written agreement covering terms and conditions has been negotiated and mutually signed by authorized representatives of Seller and Purchaser, and such agreement is applicable and in effect, it shall take precedence (to the extent of conflicts) and the terms and conditions set forth in this Agreement shall be supplemental to those of such agreement. All orders submitted to Seller are received subject to approval or rejection of Seller. Seller's execution of any document issued by Purchaser shall constitute only an acknowledgement of receipt thereof, and shall not be construed as an acceptance of any of the terms and conditions therein.

2. TERMS OF PAYMENT

a. The payment terms of all invoices will be net 30 days from the date of the invoice (the "Payment Date"). Purchaser will pay all invoices in United States dollars. All payments will be deemed made (i) upon wire transfer of readily available federal funds, (ii) upon receipt of a bank or certified check or (iii) two (2) days after Seller's receipt of payment by check. Purchaser will not make any payments to Seller in cash and will not be credited with payment of any amount paid in cash.

b. Purchaser may challenge any charge reflected in Seller's invoices in writing prior to the Payment Date of the invoice. If Purchaser does so, it will pay all charges that are not disputed by the Payment Date. Purchaser may not short pay an invoice, offset from another purchase order, or challenge any invoice (or part thereof) after the Payment Date. All unpaid charges and service fees after the applicable Payment Date will accrue a service fee equal to the lesser of: (a) 1.5% per month or (b) the maximum rate of interest allowed by applicable law.

c. Seller may require a letter of credit for international services or unusually large domestic orders above the credit limit of the Purchaser.

d. If Purchaser fails to pay any invoice when due, Seller may defer deliveries or stop performance on any and all purchase orders under this or any other agreement with Purchaser. If, in the judgment of Seller, the financial condition of Purchaser at any time prior to delivery or performance does not justify the terms of payment specified, Seller may require payment in advance or cancel any outstanding order, and Seller will be entitled to receive reasonable cancellation charges. If delivery or performance is delayed by Purchaser, payment will become due on the date Seller is prepared to make delivery or to perform.

3. QUOTATION VALIDITY

Seller quotations are open for acceptance for 30 days from quotation date. Beyond that, quotations will require confirmation or adjustment from Seller.

4. TAXES

Seller is responsible for all taxes imposed by the United States or any United States state government or municipality on the income of the Seller and taxes required by law to be withheld on Seller's employee's payroll. Purchaser shall be responsible to pay or reimburse Seller for any withholding on any payment to Seller by Purchaser, and shall pay all other taxes, including those imposed on the transaction or the transfer of the goods, including but not limited to sales and value added taxes. In the event that Seller is required to collect a particular tax, it will be shown as a separate line item on the applicable Seller's invoice.

5. WARRANTY

a. Aftermarket Products

i. Seller warrants to Purchaser that parts installed and supplied by Seller will be free of defects in design, material and workmanship for twelve (12) months after the date of delivery.

ii. Seller warrants parts repaired or replaced pursuant to the above warranty, under normal and proper use, storage, handling, installation, and maintenance, against defects in design, workmanship and material for a period of thirty (30) days from date of start-up of those repaired or replaced parts or the expiration of the original parts warranty, whichever is longer.

iii. When the nature of the defect is such that it is appropriate in the judgment of Seller to do so, repairs will be made at the site of the product. Repair or replacement under the applicable warranty will be made at no charge for replacement parts, warranty labor, serviceman transportation and living costs when work is performed during normal working hours (8 a.m. to 4:30 p.m. Monday through Friday, exclusive of holidays). Labor performed at other times will be billed at the overtime rate then prevailing for services of Seller personnel.

iv. Seller's warranty does not extend to any product, equipment or part not manufactured by Seller. As to those items, Purchaser may proceed only on the terms of that particular manufacturer's warranty. Seller's warranty does not apply to defects in material provided by Purchaser or design stipulated by Purchaser.

v. Replaced products, equipment and parts become the property of Seller.

b. Field Services

Seller warrants that field services performed by Seller for Purchaser will be performed in a workmanlike manner, free of defects, for ninety (90) days after the date of performance of the services.

c. Exclusive Remedy

Should any failure to conform with the warranty for parts or field services (sub-sections a and b above) appear prior to or after shipment of the parts to Purchaser during the specified period (one year from delivery for parts and 90 days from date of performance for services) under normal and proper use and provided the parts have been properly stored, used, handled, operated and maintained by Purchaser, and installed by Seller, then Seller will, if given prompt notice by Purchaser, at Seller's option, repair or replace the nonconforming product or authorize repair or replacement by Purchaser and reimburse Purchaser for reasonable expenses actually paid in performing such authorized repairs. Should Purchaser fail to properly store, use, handle, operate or maintain parts received from Seller, the warranties are void.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS ARE DISCLAIMED. Correction of nonconformities as provided above will constitute fulfillment of all liabilities of Seller whether in warranty, strict liability, contract, tort, negligence, or otherwise with respect to the quality of or any defect in products, equipment, parts or services delivered under this Agreement.

6. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING ELSE, THE TOTAL LIABILITY, IN THE AGGREGATE, OF SELLER, ITS AFFILIATES, SUPPLIERS, SUBCONTRACTORS, EMPLOYEES AND AGENTS ARISING OUT OF OR RELATED TO THE ORDER OR CONTRACT OR THE PERFORMANCE OR BREACH THEREOF OR THE PRODUCT OR SERVICE SHALL BE LIMITED TO THE ACTUAL PURCHASE PRICE AMOUNT PAID BY PURCHASER TO SELLER FOR THE SPECIFIC PRODUCT OR SERVICE GIVING RISE TO THE CLAIM; however nothing in this paragraph shall limit Seller's liability for personal injury (to the extent caused by the negligence of Seller, or its employee/agent/subcontractor).

7. NO CONSEQUENTIAL DAMAGES.
NOTWITHSTANDING ANYTHING ELSE, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY, THE PARTY'S AFFILIATES, SUPPLIERS, SUBCONTRACTORS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR SPECIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, LOSS OF TOTAL OR PARTIAL USE OF PRODUCTS OR SERVICES, DOWNTIME COSTS, DELAY COSTS, AND CLAIMS OF EITHER PARTY'S CUSTOMERS FOR SUCH DAMAGES), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE AND EVEN IF ANY OF THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE.

8. FORCE MAJEURE
Any delay or failure of Seller to perform its obligations under this Agreement will be excused if Seller is unable to perform the work as a result of an event or occurrence beyond its reasonable control and without its fault or negligence, including but not limited to acts of God or nature, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain necessary engineering talent, manufacturing facilities, power, material, labor, equipment or transportation, or court injunction or order. Seller will use reasonable efforts to minimize the duration and consequences of any failure and delay in performance, and will give Purchaser written notice of the beginning of the cause of delay. To the extent that, and so long as the obligations of Seller under this Agreement are affected by this cause or event, those obligations will be suspended.

9. EVENTS OF DEFAULT
If either party defaults in any material obligation under this Agreement, the non-defaulting party will give fifteen (15) days written notice and opportunity to cure to the defaulting party. If the default is not cured within that time, the non-defaulting party will have all remedies available to it at law or in equity, except as limited by the express terms of this Agreement.

10. DISPUTE RESOLUTION
a. Unless otherwise specified in a particular work offer, this Agreement and the rights and duties of the parties arising out of this Agreement will be governed by and construed in accordance with the laws of the state of California, except provisions of that law referring to governance or construction of the laws of another jurisdiction. Any action arising out of this Agreement or the rights and duties of the parties arising out of this Agreement must be brought, if at all, only in the courts of California. Venue will be proper in Santa Barbara County.
b. The language of any arbitration shall be English. Arbitration must be in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. Arbitration shall be conducted in Los Angeles, California, or any other mutually acceptable venue. Arbitration awards are binding, final and cannot be appealed and are enforceable by any court of competent jurisdiction. . The prevailing party in any dispute is entitled to its costs and reasonable attorneys fees. THE PARTIES EXPRESSLY WAIVE THE RIGHT TO A JURY TRIAL AND CONSENT TO A TRIAL WITHOUT A JURY IN ANY PROCEEDING BEFORE A COURT OF LAW.

11. ASSIGNMENT
Neither party may assign this Agreement, in whole or in part, in any manner, whether by operation of law, merger or otherwise without the prior written consent of the other, which consent will not be unreasonably withheld, conditioned or delayed.

12. EXCLUSION OF OTHER TERMS
a. Any pre-printed or handwritten terms and conditions or other provisions attached to or appearing on the face or reverse side of, or attached to, Purchaser's purchase orders, order acknowledgments, correspondence or other documents (except provisions specifying quantity, character of the products ordered, and shipping instructions) are null and void, even if they address an aspect of the transactions contemplated by this Agreement that is not addressed in this Agreement.
b. This Agreement and any other amendments or addenda which specifically reference this Agreement and are signed by the designated representatives of both parties, constitutes the entire Agreement between the parties pertaining to its subject matter and supersedes all prior agreements, contracts, understandings, negotiations, representations and discussions of the parties, whether oral or written in respect of the same subject matter. No supplement, modification or waiver of this Agreement will be binding unless executed in writing by both parties. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision, and the waiver of any default will not be deemed to be a waiver of any other or subsequent default.

13. INDEMNIFICATION
a. Seller agrees to defend, indemnify and hold harmless Purchaser, and its shareholders, directors, officers, employees, agents, servants, subsidiaries, and affiliates, against any and all manner of actions, causes of action, suits, debts, fines, judgments, damages, executions, penalties, liabilities, reckonings, costs, expenses, claims and demands of every kind, for bodily injury (including death) or damage to the tangible property of a third party, to the extent that the same is caused by the negligent, reckless or intentional act or omission of Seller or its agents, servants or employees.
b. In addition, Seller will indemnify, defend and hold Purchaser harmless from all cost and expenses related to any suit, claim or proceeding brought against Purchaser based on a claim that any product furnished under this Agreement constitutes an infringement of any patent, copyright, trademark, trade secret or other intellectual property right of any third party. Purchaser must notify Seller promptly and give authority, information, and assistance (at Seller's expense) for the defense of same, and Seller will pay all damages and costs awarded in any suit. If use of any product in the manner described in Seller's literature is enjoined, Seller will, at its own expense and at its option, (a) procure for Purchaser the right to continue using the product, (b) modify the product to make it non-infringing, or (c) replace the product with a non-infringing equivalent. This indemnity does not apply to the process to which the Purchaser applies the products. Seller will have no duty or obligation to Purchaser under this paragraph to the extent that the product is (i) supplied according to Purchaser's design or instructions wherein compliance therewith has caused Seller to deviate from Seller's normal designs or specifications, (ii) modified, (iii) combined with items, systems, methods, or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a claim is brought against Purchaser. If by reason of such design, instruction, modification or combination, a claim is brought against Seller, Purchaser shall protect Seller in the same manner and to the same extent that Seller has agreed to protect Purchaser under the provisions above in this paragraph. This paragraph states Seller's exclusive liability for infringement of any third party's patent and/or copyright.

14. CONFIDENTIAL INFORMATION AND RETURN OF MATERIALS
a. In the event that either party comes into possession of copies, extracts, drawings and the materials or records that, in whole or in part, contain, incorporate, embody or reflect any confidential information of the other party, the party in possession of the confidential information of the other will protect such information from disclosure to any other party using the same degree of care as it uses to protect its own confidential information, provided however that care will at a minimum be commercially reasonable. This obligation of confidentiality does not apply to confidential information which:
a. At the time of disclosure is generally known to the public, or, after disclosure becomes generally known to the public other than by breach of this Agreement
b. Is already in such party's possession at the time of disclosure
c. Is later received on a non-confidential basis from a third party having the right to impart the same
d. Is released by the disclosing party to any other person without a requirement of confidentiality

e. Is required to be released by law or judicial process, but as to this part (e) the disclosing party will first be given notice so as to permit the disclosing party to seek a protective order.
b. All such confidential information must be returned or delivered to the party that owns the confidential information or be destroyed within five (5) business days after the termination of this Agreement. If confidential information has been copied onto computer systems or other data storage systems used by the party in possession of the confidential information, its obligations under this section are satisfied if all data records of the confidential information (including back up data) are eventually destroyed in a manner which makes it unrecoverable, provided that the data is kept confidential in accordance with this Agreement so long as that confidential information is retained.

15. ENVIRONMENTAL DISCLAIMER

The environmental management at any site on which Seller's personnel are working is the responsibility of the Purchaser. In this regard Seller disclaims any responsibility for any infringement which occurs related to acts, rules or regulations pertaining to environmental pollution aspects such as noise, atmospheric, water, sewer, dangerous goods or waste disposal.

16. INSURANCE

Seller will supply a Certificate of Insurance listing a reliable insurance carrier or carriers, at Seller's sole expense, the insurance policies providing sufficient coverage and limits to cover the liabilities assumed under this Agreement. Seller's insurance policies will include General Liability, including coverage for Products and Completed Operations and Contractual Liability, Automobile Liability, Workers' Compensation and Employer's Liability coverage.

17. INTELLECTUAL PROPERTY

All documentation and drawings, specifications and other technical information reasonably necessary for the correct installation, operation and maintenance and the like of the parts and equipment provided by Seller hereunder, together with all technical and quality documentation and the like reasonably requested by Purchaser, will be considered as part of the part or equipment supplied and the physical media on which they are presented will be the property of Purchaser upon full payment therefor, provided however, that the copyright, patent, trademark, trade secret and other intellectual property contained therein will remain the property of Seller. Seller grants to Purchaser, and Purchaser's customer, a royalty free, perpetual, non-exclusive, non-assignable, non-sublicensable, license to use the intellectual property solely for the purpose of installing, operating and maintaining the applicable parts or equipment in the manner and at the location described in the information supplied by Purchaser to Seller. In the event that the purchase order is cancelled for any reason, all physical embodiments of intellectual property of Seller will be returned to Seller.

18. TERMINATION / CANCELLATION

a. Either party hereto may terminate this Agreement for convenience after thirty (30) days written notice to the other. Seller may also terminate this contract immediately in the event Purchaser fails to make any payment to Seller.
b. In the event Field Services are terminated by either Party for convenience, Buyer shall pay Seller for all actual mobilization costs from point of dispatch to the work site, for all actual time spent at the work site and for the actual demobilization costs from the work site to point of dispatch in accordance with the current Rates Schedule in force at the time of termination had the services been provided under normal conditions and prices, less any payments made by Buyer to Seller prior to such termination.
c. In the event an order for Material Goods is terminated by either Party, Purchaser shall pay Seller that portion of the total consideration specified in the Purchase Order equal to the portion of the Goods ordered by Contractor that have been delivered to Purchaser plus Goods that are on order than cannot be cancelled, had the Material Goods been provided under normal conditions and prices, plus any restocking fee, crating and shipping required in order for Seller to return the Goods to its vendor(s), less any payments made prior to such termination.

19. CUSTOMER SUPPLY REQUIREMENTS

Purchaser shall furnish a crane with crane operator, two pipe fitters, one millwright, one instrument technician, large hand tools, pneumatic tools and wrenches and sockets and any other equipment / tools that are required to support the performance of Seller's obligations hereunder and under the relevant purchase order.

21. PRICE AND VALIDITY

Purchaser will pay Seller for the Work pursuant to the Rate Schedule as set forth in any Seller Proposal provided to Purchaser. Seller may submit a revised schedule of rates. If accepted in writing by Purchaser, those rates will be applicable to Work performed after Purchaser's approval. Seller may not submit a revised rate schedule under this Agreement more than once in any twelve-month period

Atlas Copco Engineered Package

City of Dinuba

Replacement Dispenser Proposal

To ,

Elva Patino
Fiscal Analyst II
City of Dinuba
1088 E Kamm Ave.
Dinuba, CA 93618
(559)591-5906 Ext. 304
epatino@dinuba.ca.gov

Our quotation no.: WP/GPPCNG/USA270218-Rev 4

On behalf of Atlas Copco:

Thank you for your interest in our equipment solutions for the subject project.

Please find enclosed our proposal for supply of CNG Dispenser for the CNG Station PROJECT. Our proposal has focused in line to the specifications for the packaged system while presenting solutions that are commercially practical. Our solution focuses on incorporating key details from the provided specifications in combination with solutions that have been well accepted in similar industries. The design of our solution places an emphasis on simplified customer tie-in, consistent performance and ongoing maintainability.

Please review this proposal and do not hesitate to contact us should you require any additional information. If you feel that we have included more specification details than the project would accept, please let us know and we can reduce our scope details and offer a solution with a more economical benefit.

Please do not hesitate to contact your key contacts at Atlas Copco to discuss any of the details provided (please see details below). We look forward to the opportunity to meet your future requirements for this project.

Yours sincerely,

Michael Marcus
Atlas Copco Compressors LLC
Oil Free Division
Sales Manager – CNG
Mobile: 469-371-3606
Email: mike.marcus@us.atlascopco.com

1. Quotation Contacts

Name	Mike Marcus
Job Title	Sales Manager CNG South & West Region GPP - Compressed Natural Gas,
Address	8114 Luna Drive Rowlett, Tx. 75088
Telephone	Phone: 469-371-3606
e-mail	Mike.marcus@us.atlascopco.com

1. Dispenser Technical Specs

Dispenser Frame	**LEGEND** – Brushed Stainless Steel finish
Model	LGDCNGD50-3
Inlets	Three line
Inlet connection	¾" SAE Female or ½" NPTM
No. of hoses	Dual hose
Rated Max Inlet Pressure	5000 psig MAWP
Service Pressure	3600 psig @ 70°F
Filter	Grade 10C filter (1 per inlet)
Control	**OASIS Gas Actuated Ball Valves** Gas Solenoid valve directly fitted to C4000 Flame-proof enclosure
Internal mainline tubing	**1/2"** OD stainless steel internal main line tubing
Rated Flow Rate	Actual flow rates will depend on installation conditions and supply equipment and target cylinder pressure.
Venting Arrangement	Hoses venting at the Dispenser for remote gas venting or gas reclamation– ¾"SAE Female connection
Gauges	One gauge per Hose mounted on front and rear of dispenser Diameter = 4" Scale = bar and psi
Relief Valves	Compac model PCI-12-SS venting to atmosphere inside the dispenser
Refuelling	Temperature Compensated Refuelling to 3600 psig @ 70°F (with Pressure Transducer – 1 per hose)
Operation	Push to start Operation. Start and Non-Latching Stop Buttons *Stop button, which is intrinsically safe, closes solenoids and terminates the fill* *A flameproof 240v ESD is NOT included.*
Mass Flow Meter	**Compac KG80 Coriolis Mass Flow Meter (one per hose)**
Displays	Backlit LCD displays (One per hose) Total Number of displays:2 7 digits for $, 7 digits for Amount 5 digits for $/Amount
Display / Processor	Displays and C4000 Control board installed in fully sealed and glanded upper cabinet with hinged access door

Control board cabinet	
Protocol options	• Compac forecourt protocol (with optional RS485 MODBUS monitoring) • Gilbarco US 2 wire 5787 Baud forecourt protocol (with optional RS485 MODBUS monitoring) • Pulse – One pulse per 10 gms
Electronic totals	10 Digit Electronic Non-Resettable Totals
Nozzle Holders	Nozzle holster to suit CT1000 or similar nozzle:
Door Decal	Atlas Copco
C4000 Electronics Ambient Temperature Range	-40^0 F to $+131^0$ F
Power Supply	110-120 Vac 50/60Hz
Electrical Approvals	UL / Metlabs The dispenser also has the following certification ATEX IECEX
Weights and Measures Approval	NTEP 12-010 Certificate of Conformance for Weighing and Measuring devices

Quality documentation

The quality documentation is made available in electronic format in Service Connect database in English language:

- Evaluation of conformity

As on option with a price adder the following quality certificates can be provided.

- Certificate of pressure and leak test for pressure vessels and safety relief valves
- Material test report
- Third party inspection
- Motor certificate
- Electrical instrumentation Certificate
- Additional documents per RFQ

2. Quality Assurance

Atlas Copco is offering ISO9001, 14000 accredited QA system for the equipment described above. Our standard quality plan includes a series of subvendor audits, incoming inspections, in-process tests and hold-points to ensure that the final product is defect-free.

3. Atlas Copco After Market Support

Atlas Copco as always is looking to exceed customer expectation in all areas of its business units, focus has always been orientated to customer care. Atlas Copco has recently made a number of investments, significantly the appointment of regional aftermarket Managers who are dedicated to your area, their remit is ensuring that your requirements are met and offering the best Atlas Copco total responsibility packages.

In conclusion Atlas Copco has always maintained and invested a significant amount of revenue in research and development and Technical expertise to continuously improve on its already established and leading product range for tomorrow's applications.

4. Commissioning Contract COMM-1

Scope –Commissioning of Dispensers will be carried out as per Atlas Copco standards subject to the completion of all the Pre commissioning works, as per Atlas Copco's check list.
Duration

2-3 days for each Dispenser. Every extra day charged on per day basis + local expenses.

In case the Pre commissioning work is incomplete and our engineer is required to stay more than the stipulated number of days the extra days would be charged at the rate of $ 1,040.00 per day.

5. Warranty and Conditions

Atlas Copco equipment is guaranteed from defect, parts & labor, for 12 months after commissioning, or 18 months from the date of shipment whichever occurs first. Maintenance and commissioning procedures are outlined in the Instruction Manual and must be followed. An authorized service representative must perform commissioning. Refer to the attached Atlas Copco Conditions of Sale.
Commissioning must be purchased to insure warranty

6. Price Sheet

Item No	Description	Qty	Unit	Vendor	Unit END Customer price (USD)	Total END Customer price (USD)
1	NGV dispenser (Two Hose, Single pressure P36, 1/2" tubing dispenser unit includes all standard features, internal electronic sequentials. Price includes 16' hoses, CT1000 P36 nozzles, and breakaway) • **110-120 Vac operation** • 3-line inlet • Dual hose outlet. • Temperature Compensated refuelling. 1/2" internal tubing • Gas Actuated Ball valves • Gas Solenoids installed • Special sealed cabinet design • UL / Metlabs approvals • US Weights and Measures approval	1	Nos	AC USA	$41,000	$41,000
2	16 Ft Hoses with breakaway coupling and NGV 1 Nozzles	2	Nos	AC USA	Included	Included
3	Commissioning @ 2-3 days for each Dispenser , Includes estimated Expenses	1	Nos.	AC USA	$3,500	$3,500
4	Freight Estimated only	1	Nos	AC USA	$3,000	$3,000
					Total (USD)	**$ 47,500**

7. Payment Terms

A. 50% of order value 30 Days from date of customer's purchase order or upon drawing approval.
B. 50% of order value, net 30 days from date of shipment
C. or to be negotiated

Normal Shipment **14 to 16 weeks**, FOB & excluding holidays. Delivery timing begins upon receipt and acceptance of confirming purchase order by Atlas Copco Compressors, LLC (Acceptance includes an agreement by both parties, in writing, on the final Terms and Conditions of Sale).

This proposal will remain in effect for 60 days

SHIPPING TERMS: Prices are FOB, Origin

Basis of pricing is as follows:

Confirmation of site conditions must be made prior to order placement.

This quotation is subject to Atlas Copco Conditions of Sale (attached) and credit approval.

Many Thanks for your kind consideration and this Great opportunity.

Sincerely,

Michael Marcus
Atlas Copco Compressors LLC
Oil Free Division
Sales Manager CNG
Mobile: 469-371-3606
Email: mike.marcus@us.atlascopco.com

Atlas Copco Standard Conditions of Sale

GENERAL – Unless otherwise expressly agreed in writing by a duly authorized representative of Atlas Copco these terms and conditions supersede all other communications and agreements and notwithstanding any conflicting or different terms and conditions in any order or acceptance of Purchaser, all sales and shipments shall exclusively be governed by these terms and conditions. When used herein "affiliates" shall mean Atlas Copco AB and its wholly-owned subsidiaries. Section headings are for purposes of convenience only. "Products" as used herein shall include products, parts and accessories furnished Purchaser by Atlas Copco. Orders shall be subject to acceptance at Atlas Copco Compressors LLC's principal corporate offices in Rock Hill, South Carolina.

DELIVERY – Unless otherwise agreed in writing, Products manufactured, assembled or warehoused in the continental United States are delivered F.O.B. shipping point, and Products shipped from outside the continental United States are delivered F.O.B. point of entry. Where the scheduled delivery of Products is delayed by Purchaser or by reason of any of the contingencies referred to in Section 5. Atlas Copco may deliver such Products by moving it to storage for the account of and at the risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Atlas Copco reserves the right to make delivery installments.

SECURITY AND RISK OF LOSS - Upon request from Atlas Copco, Purchaser agrees to execute a security agreement covering the Products sold or other assets and to perform all acts which may be necessary to perfect and assure a security position of Atlas Copco. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, the risk of loss or damage shall pass to Purchaser and delivery shall be deemed to be complete upon delivery to a private or common carrier or upon moving into storage, whichever occurs first, at the point of shipment for Products assembled, manufactured or warehoused in the continental United States or at the point of entry for Products shipped from outside the continental United States.

PAYMENT – If Purchaser fails to pay any invoice when due, Atlas Copco may defer deliveries under this or any other contract with Purchaser, except upon receipt of satisfactory security for or cash in payment of any such invoice.
A service charge of the lesser of 1% per month or the highest rate permitted by applicable law shall be charged on all overdue accounts. Failure on the part of Purchaser to pay invoices when due shall, at the option of Atlas Copco, constitute a default in addition to all other remedies Atlas Copco may have under these conditions of sale or applicable law. If, in the judgment of Atlas Copco, the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified. Atlas Copco may require payment in advance or cancel any outstanding order, whereupon Atlas Copco shall be entitled to receive reasonable cancellation charges. If delivery is delayed by Purchaser, payment shall become due on the date Atlas Copco is prepared to make delivery. Should manufacture be delayed by Purchaser, pro rata payments shall become due if and to the extent required at Atlas Copco by its contracts with the manufacturer. All installment deliveries shall be separately invoiced and paid for without regard to subsequent deliveries. Delays in delivery or non-conformities in any installment shall not relieve Purchaser of its obligations to accept any pay for remaining installments.

FORCE MAJEURE – Atlas Copco shall not be liable for loss, damage, detention, or delay, nor be deemed to be in default from causes beyond its reasonable control or from fire, strike or other concerted action of workmen, act or omission of any governmental authority or of Purchaser, compliance with import or export regulations, insurrection or riot, embargo, delays or shortages in transportation, or inability to obtain necessary engineering talent, labor, materials, or manufacturing facilities from usual sources. In the event of delay due to any such cause, the date of delivery will be postponed by such length of time as may be reasonably necessary to compensate for the delay.

NEW PRODUCT WARRANTY – Atlas Copco warrants to the Purchaser that all stationary compressors, portable compressors, compressed air dyers, Atlas Copco-designed compressor parts and other Products manufactured by Atlas Copco and affiliates shall be free of defects in design, material and workmanship for a period of fifteen (15) months from date of shipment to Purchaser, or twelve (12) months from date of initial start-up, whichever occurs first, except as set forth below or in the New Products Warranty attached hereto. Should any failure to conform with this warranty appear prior to or after shipment of the Product to Purchaser during the specified periods under normal and proper use and provided the Product has been properly stored, installed, handled and maintained by the Purchaser, Atlas Copco shall, if given prompt notice by Purchaser, repair or replace, the non-conforming Product or authorize repair or replacement by the Purchaser at Atlas Copco's expense.
Replaced Products become the property of Atlas Copco.
Atlas Copco warrants Products or parts thereof repaired or replaced pursuant to the above warranty under normal and proper use, storage, handling, installation, and maintenance, against defects in design, workmanship and material for a period of thirty (30) days from date of start-up of such repaired or replaced Products or parts thereof or the expiration of the original Product warranty, whichever is longer.
When the nature of the defect is such that it is appropriate in the judgment of Atlas Copco to do so, repairs will be made at the site of the Product. Repair or replacement under applicable warranty shall be made at no charge for replacement parts, F.O.B. Atlas Copco Warehouse, warranty labor, serviceman transportation and living costs, when work is performed during normal working hours (8 a.m. to 4:30 p.m. Monday through Friday, exclusive of holidays). Labor performed at other times will be billed at the overtime rate then prevailing for services of Atlas Copco personnel.
The Atlas Copco warranty does not extend to Products not manufactured by Atlas Copco or affiliates. As to such Products, Purchaser shall be entitled to proceed only upon the terms of that particular manufacturer's warranty. The Atlas Copco warranty does not apply to defects in material provided by Purchaser or to design stipulated by Purchaser.
Used Products, Products not manufactured by Atlas Copco or affiliates and Products excluded from the above warranties are sold AS IS with no representation or warranty, and ALL WARRANTTIES OF QUALITY, WRITTEN, ORAL, OR IMPLIED, other than may be expressly agreed to by Atlas Copco in writing, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTIABILITY OR FITNESS, ARE HEREBY DISCLAIMED.
Any services performed by Atlas Copco in connection with the sale, installation, servicing or repair of a Product are warranted to be performed in a workmanlike manner. If any nonconformity with this warranty appears within 45 days after the services are performed, the exclusive obligation of Atlas Copco shall be to re-perform the services the services in a conforming manner.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY, WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS ARE HEREBY
DISCLAIMED. Correction of nonconformities as provided above shall be Purchaser's exclusive remedy and shall constitute fulfillment of all liabilities of Atlas Copco (including any liability for direct, indirect, special, incidental or consequential damage) whether in warranty, strict liability, contract, tort, negligence, or otherwise with respect to the quality of or any defect in Products or associated services delivered or performed hereunder.

LIMITATION OF LIABILITY – IN NO EVENT SHALL ATLAS COPCO BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL

DAMAGES, however arising, whether in warranty, strict liability, contract, tort, negligence or otherwise, including but not limited to loss of profits or revenue, loss of total or partial use of the Products or facilities or services, downtime cost, or claims of the Purchaser for such or other damages whether on account of Products furnished hereunder or delays in delivery thereof or services performed upon or with respect to such Products. Atlas Copco's liability on any claim whether in warranty, strict liability, contract, tort, negligence or otherwise for any loss or damage arising out of, connected with, or resulting from this contract or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or furnished under this contract shall in no case (except as provided in the section entitled "Patent Indemnity") exceed the purchase price allocable to the Product or Part thereof which gives rise to the claim.
All causes of action against Atlas Copco arising out of or relating to this contract or the performance hereof shall expire unless brought within on year of time of accrual thereof.

PRICES – Prices to the Purchaser shall be the Atlas Copco list price in effect at time of order. Atlas Copco may, upon thirty (30) days prior written notice to Purchaser, change prices, or other terms of sale affecting the Products, by issuing new price schedules, bulletins or other notices.
This contract applies to new Products only. Purchases of used equipment shall be on terms to be agreed upon at time of sale to Purchaser. This price does not include any Federal, state or local property, license, privilege, sales, service use, excise, value added, gross receipts, or other like taxes which may now or hereafter by applicable to, measured by or imposed upon or with respect to this transaction, the property, its purchase, sale, replacement, value, or use, or any services performed in connection therewith. Purchaser agrees to pay or reimburse Atlas Copco, its subcontractors or suppliers any such taxes, which Atlas Copco, its subcontractors or suppliers are required to pay or collect or which are required to be withheld by Purchaser.
The price shall also be subject to adjustment in accordance with the published Price Adjustment Clauses, which price adjustment information shall supersede the terms of this Section 8, where inconsistent herewith.

INFORMATION FURNISHED PURCHASER – Any design, manufacturing drawings or other information or materials submitted to the Purchaser and not intended for dissemination by Purchaser remain the exclusive property of Atlas Copco and may not, without its consent, be copied or communicated to a third party.

PATENT INDEMNITY – For purposes only of this Section 10, where used, the designation "Atlas Copco" shall be deemed to mean Atlas Copco North America Inc. and its subsidiaries.
Atlas Copco shall at its own expense defend any suits or proceedings brought against purchaser insofar as based on an allegation that Products furnished hereunder constitute an infringement of any claim of any patent of the United States of America, other than a claim covering a process performed by said Products or a product produced by said Product, provided that such Products are manufactured by Atlas Copco, are not supplied according to Purchaser's detailed design, are used as sold by Atlas Copco. Purchaser shall have made all payments then due hereunder, and Atlas Copco is notified promptly in writing and given authority, information and assistance for the defense of said suite or proceeding; and Atlas Copco shall pay all damages and costs awarded in any suit or proceeding so defended, provided that his indemnity shall not extend to any infringement based upon the combination of said Products or any portion thereof with other Products or things not furnished hereunder unless Atlas Copco is a contributory infringer. Atlas Copco shall not be responsible for any settlement of such suit or proceeding made without its written consent. If in any suit or proceeding defended hereunder any Product is held to constitute infringement, and its use is enjoined, Atlas Copco shall, at its option and its own expens e, either replace said Products with non-infringing Products; or modify them so that they become non-infringing; or remove them and refund the purchase price and the transportation costs thereof. THE FOREGOING STATES THE ENTIRE LIABILITY OF ATLAS COPCO AND AFFILIATES WITH RESPECT TO PATENT INFRINGEMENT.
To the extent that said Products or any portion thereof are supplied according to Purchaser's detailed design or instructions, or modified by Purchaser, or combined by Purchaser with equipment or things not furnished hereunder, except to the extent that Atlas Copco is a contributory infringer, or are used by Purchaser to perform a process, or produce a product, and by reason of said design, instructions, modification, combination, performance or production, a suit or proceeding is brought against Atlas Copco, Purchaser agrees to indemnify Atlas Copco in the manner and to the extent Atlas Copco indemnities Purchaser in this Section 10 insofar as the terms hereof are appropriate.

ASSIGNMENT – Any assignment of this contract or any rights hereunder, without prior written consent of Atlas Copco by a duly authorized representative thereof shall be void.

TERMINATION – Any order or contract may be cancelled by Purchaser only upon payment of reasonable charges (including an allowance for profit) based upon costs and expenses incurred, and commitments made by Atlas Copco.

PARTIAL INVALIDITY – If any provision herein or portion thereof shall for any reason be held invalid or unenforceable, such invalidity or enforceability shall not affect any other provision or portion thereof, but these conditions shall be construed as if such invalid or unenforceable provision or portion thereof had never been contained therein.

REMEDIES – The remedies expressly provided for in these conditions shall be in addition to any other remedies, which Atlas Copco may have under the Uniform Commercial Code or other applicable law.

SMARTLINK: The equipment may include a data monitoring service called SMARTLINK. The data received by Atlas Copco may be used by Atlas Copco and certain third party distributors and contractors for the purpose of increasing overall customer service. Atlas Copco will use commercially reasonable efforts to ensure that Purchaser's data is kept confidential. Purchaser acknowledges that the use of the SMARTLINK is provided "as is", that use of the service is entirely at Purchaser's risk, and that Atlas Copco may discontinue the SMARTLINK service at any time. Purchaser may request discontinuance of the SMARTLINK service at any time.

NOTE: Sale of the equipment or services described or referred to herein at the price indicated is expressly conditioned upon the terms and conditions set forth on the front and back of this page. Any confirmatory action by the Purchaser hereunder, or any acceptance of such equipment of services, shall constitute assent to said terms and conditions. Any additional or different terms or conditions set forth in the Purchaser's order or other communications are objected to by Seller and shall not be effective or binding unless assented to in writing by an authorized representative of Seller.

8. **PAYMENT TERMS**

Unless expressly agreed to in writing on a specific contract or order, our

standard payment terms are: For orders under $100,000 the payment terms

shall be **Net 30 days** from date of shipment.

For orders over $100,000 or with lead times greater than six months the following terms shall apply:

1. Domestic Shipments

A. 30% of order value 30 Days from date of customer's purchase order.
B. 30% of order value after passage of 1/3 of the time from date of customer's order to the originally scheduled shipment date.
C. 30% of order value after passage of 2/3 of the time from date of customer's order to the originally scheduled shipment date.
D. 10% of order value, net 30 days from date of shipment.

In those cases where progress payments are required, all work on the order will cease if payment is not received in accordance with the payment schedule.

2. Export Shipments

All export shipments are subject to purchaser arranging for an irrevocable letter of credit in favor of Atlas Copco Compressors LLC, from a recognized American bank.

Should the order fall in a category that requires progress payments, the letter of credit shall be arranged to release payment in accordance with the agreed payment schedule.

3. Payment Retention

Payment retention will not be allowed. An irrevocable bank letter of credit will be furnished at Atlas Copco's expense in lieu of retention.

4. Credit Approval

All terms are subject to credit approval by Atlas Copco Compressors LLC.

CANCELLATION SCHEDULE

Definitions:
Standard Stocked Equipment - equipment as shown in the current catalog and available for shipment from the US Distribution Center. **Standard Non-Stocked Equipment -** equipment as shown in the current catalog but not currently stocked at the US Distribution Center. **Engineered Equipment** - equipment requiring customized features not shown in the current catalog.

9. **Orders for Standard Stocked Equipment**
* 20% of equipment price

Orders for Standard Non-Stocked Equipment
A) Prior to release for manufacturing:
* 20% of equipment price

B) After production has started:
* 40% of equipment price

C) After production has been completed:
* 60% of equipment price

Orders for Engineered Equipment
A) Prior to release for manufacturing:
* 20% of the purchase price

B) After production has started
* 40% of the base compressor price
* 40% of optional equipment of purchased materials will be charged

C) After production has completed
* 60% of the base compressor price
* 100% of optional equipment

RESOLUTION 2020-10

A RESOLUTION OF THE COUNCIL OF THE CITY OF DINUBA APPROVING A FY 2019/2020 BUDGET AMENDMENT TO FUND THE PURCHASE OF A NEW DISPENSER FOR THE CNG FACILITY AND THE EXECUTION OF A PREVENTATIVE MAINTENANCE AGREEMENT

WHEREAS, the FY 2019/2020 Annual Budget reflects the City of Dinuba's ongoing commitment to providing core services to the community consistent with the strategic goals established by the City Council; and

WHEREAS, the FY 2019/2020 Annual Budget; was approved by the City Council on June 25, 2019 with Resolution 2019-39 and any amendments to this Annual Budget must be approved by resolution; and

WHEREAS, the City of Dinuba has owned and operated a Compressed Natural Gas (CNG) Facility located at the Public Works Corporation Yard since 2005; and

WHEREAS, this CNG Facility is used by City fleet, the Dinuba Unified School District, Tulare County, Peña's Disposal, City of Reedley and a few private customers; and

WHEREAS, it is vital that the CNG Facility remain in good working order and that repair and maintenance measures be effectuated on a timely and consistent basis; and

NOW, THEREFORE, BE IT RESOLVED, the Dinuba City Council hereby amends the FY 2019/2020 budget to include $83,419 for the purchase of a new replacement dispenser and the execution of preventative maintenance agreement (See Attachment A).

PASSED, APPROVED AND ADOPTED this _____ day of _____ 2020, at a regular meeting of the Dinuba City Council by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

BY:

ATTEST:

_____
Mayor of the City of Dinuba

_____
City Clerk

ATTACHMENT A

REQUEST FOR BUDGET AMENDMENT
Number: 2020-09

Requested by: Ismael Hernandez		**Budget Amounts**	
Account Numbers:	**Fund Name Description**	**Increase**	**Decrease**
Revenues: 234	CNG Facility Fund, Fund Balance		$83,419
Appropriations: 234-70-712-670-1030 234-70-712-730-1070	Equipment Maintenance Machinery and Equipment	$35,919 $47,500	

Reason(s) for Budget Amendment:

This budget amendment is necessary to fund the purchase of a new replacement dispenser and the execution of preventative maintenance agreement for the Compressed Natural Gas (CNG) Facility located at the Public Works Corporation Yard.

Department Director _____ Date _____

Approval Required Budget Amendment:

Administrative Services Director _____ Date _____
Signature

City Manager _____ Date _____
Signature

City Council: ☐ Approved ☐ Denied Date _____

City Council Staff Report

Department: CITY MANAGER'S OFFICE January 28, 2020

To: Mayor and City Council

From: Linda Barkley, City Clerk

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

RECOMMENDATION

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

EXECUTIVE SUMMARY

None.

OUTSTANDING ISSUES

None.

DISCUSSION

None.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.

ATTACHMENTS:

City Council Meeting Minutes, January 14, 2020

CITY COUNCIL
REGULAR MEETING AGENDA

January 14, 2020
MINUTES

COUNCIL MEMBERS PRESENT:

Reynosa, Launer, Thusu, Longoria, Morales

COUNCIL MEMBERS ABSENT:

None.

STAFF MEMBERS PRESENT:

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

1. OPENING CEREMONIES

1.1. Welcome and Call to Order

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

1.2. Invocation

The invocation was led by Chaplain Garcia.

1.3. Pledge of Allegiance

The pledge of allegiance was led by Ruth Padilla.

2. AGENDA CHANGES OR DELETIONS

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

None.

3. REQUEST TO ADDRESS COUNCIL

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

Emily Burnias, Secretary, Western Regional Vietnam Memorial Wall Foundation, was present to give a brief update of the Veterans Memorial Wall located at the Dinuba

Memorial Hall. Burnias thanked the City Council for the support the Wall Project has received from the City of Dinuba.

Luis Valencia, employee of a local transit company, was present to request that the City Council consider bringing back the Jolly Trolley route.

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

Notice of Completion for the Dinuba Green Median Improvements Project; EEMP Grant Agreement No. E13705-0 (JW)

RECOMMENDATION

Council to accept the Dinuba Green Median Improvements Project as complete and authorize the City Engineer to file a Notice of Completion with the Tulare County Recorder's Office.

4.2. SUBJECT

Resolution No. 2020-03 Authorizing Submittal of an Application for 2019 HOME Program Grant Funding

RECOMMENDATION

Council adopt Resolution 2020-03 approving the submittal of an application to the State of California's Housing and Community Development (HCD) Department to participate in the 2019 HOME Program for an allocation of grant funds not to exceed $700,000 to provide funding for the City's First Time Homebuyer and Housing Rehabilitation Programs and authorize the City Manager or Public Works Director to execute a standard agreement, all required grant documents and any amendments thereto.

4.3. SUBJECT

Revised Towing Service Agreement (DP)

RECOMMENDATION

Council to approve the revised Rotational Tow Service Agreement for all rotational tow operators contracted by the City of Dinuba Police Department.

4.4. SUBJECT

City Council Meeting Minutes, December 10, 2019 (LB)

RECOMMENDATION

Council to review and approve the meeting minutes as presented.

4.5. SUBJECT

Authorization to Award Service Agreement to MV Transportation, Inc. for Management and Operation fo the DART System (IH)

RECOMMENDATION

Council approve Service Agreement with MV Transportation, Inc. for the management and operation of the Dinuba Area Regional Transit (DART) System and authorize the City Manager or designee to execute the agreement.

4.6. SUBJECT

Resolution No. 2020-01 Approving Memorandum of Understanding with Dinuba Firefighters' Association (MM)

RECOMMENDATION

Council adopt Resolution No. 2020-01 approving the Memorandum of Understanding with the Dinuba Firefighters' Association.

4.7. SUBJECT

Resolution No. 2020-02 in Support of Reducing Crime and Keeping California Safe Act of 2020 (DP)

RECOMMENDATION

Council adopt Resolution No. 2020-02 supporting a proposed initiative entitled Reducing Crime and Keeping California Safe Act of 2020.

4.8. SUBJECT

Resolution No. 2020-04 Approving Updated Guidelines for Housing Programs (IH)

RECOMMENDATION

Council adopt Resolution No. 2020-04 approving updated guidelines for the City's First-Time Homebuyer and Housing Rehabilitation Programs funded with CDBG, HOME and CalHOME funds.

4.9. SUBJECT

Resolution No. 2020-05 Acquisition of Public Street Easements for the Alta/Nebraska Avenue Roundabout and Nebraska Avenue Widening Project (JW)

RECOMMENDATION

Council adopts Resolution No. 2020-05 by one motion for the following action:

1. Approves the right of way agreements with Agustin Cardenas, Fadhle Naig Mohsin, Francisco J. Morfin, Ciro and Rose E. Sandoval, Reyna R. Rivera and Emilio Camacho Rivera, William R. McEowen & Denise A. McEowen, Santiago and Maria Calvo, and Humberto and Margaret Venegas;

2. Authorizes the City Manager or designee to sign agreements on behalf of the City for acquisition of Easements for Public Street and Utility purposes and open escrow for the sales;

3. Accepts the Right-of-Way dedications for Public Street, Utility, and Temporary Construction purposes at the same properties.

4.10. SUBJECT

Request for Donation from the Western Regional Vietnam Memorial Wall Foundation

RECOMMENDATION

Council to approve a donation in the amount of $1,000 toward the construction of the foundation and walkway for the replica Vietnam Veterans' Memorial Wall.

4.11. SUBJECT

Resolution No. 2020-06 Accepting the Dedication of Easements for the North Dinuba (Griggs Neighborhood) Infrastructure Improvements Project (JW)

RECOMMENDATION

Council adopt Resolution No. 2020-06 by one motion taking the following action:

1. Accepting the acquisition and dedication of Easements for Public Street and Utility Purposes for the North Dinuba (Griggs Avenue) Infrastructure Improvements Project; and

2. Accepting the acquisition of the property located at 42752 Road 80 for Public Street and Utility Purposes for the North Dinuba (Griggs Avenue) Infrastructure Improvements Project.

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

Ayes: Launer, Longoria, Morales, Reynosa, Thusu

5. WARRANT REGISTER

5.1. SUBJECT

Warrant Register December 13 & 20, 2019; January 3 & 10, 2020 (MM)

RECOMMENDATION

Council to review and approve the warrant register as presented.

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

Ayes: Launer, Longoria, Morales, Reynosa, Thusu

6. PUBLIC HEARING

6.1. SUBJECT

Development Impact Fee Annual Report for FY 2018/19 (IH)

RECOMMENDATION

Council hold a public hearing to accept public comment regarding the FY 2018/19 Development Impact Fee Annual Report and file the report with the Office of the City Clerk.

Elva Patino, Fiscal Analyst presented the Development Impact Fee Annual Report to the City Council. She requested that the Council open the public hearing regarding the annual report. She requested that once the hearing takes place, the Council direct that the 2018/2019 Development Impact Fee Annual Report be filed with the office of the City Clerk.

Mayor Thusu opened the hearing to gather comments from the public in regard to the information presented. No comments from the public were brought forward and Mayor Thusu closed the hearing.

A motion was made by Vice Mayor Longoria, second by Council Member Launer, to file the 2018/2019 Development Impact Fee Annual Report with the Office of the City Clerk.

Ayes: Launer, Longoria, Morales, Reynosa, Thusu

6.2. SUBJECT

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

RECOMMENDATION

Council introduce, read title and waive full reading, conduct a public hearing and take the following action by one motion:

1. Approve Ordinance No. 2020-01 adopting the 2019 edition of the California Fire Code with local amendments, and

2. Schedule second reading and adoption of Ordinance No. 2020-01 for January 28, 2020.

Batallion Chief Doyle presented a request to the City Council to review the proposed amendment to the Fire Code, conduct a hearing to gather comments from the public concerning the proposed ordinance, and approve the first reading of Ordinance No. 2020-01. Chief Doyle also requested that the Council schedule the second reading of the ordinance on January 28, 2020. He noted that once

adopted, it will become effective 30 days after the adoption.

Mayor Thusu opened the hearing to gather comments from the public on the matter but no comments were brought forward and Mayor Thusu closed the hearing.

A motion was made by Vice Mayor Longoria, second by Council Member Launer, approve the first reading of Ordinance No. 2020-01 and schedule the second reading for January 28, 2020.

Ayes: Launer, Longoria, Morales, Reynosa, Thusu

6.3. SUBJECT

2020 Community Development Block Grant (CDBG) Application (IH)

RECOMMENDATION

Council hold a public hearing and solicit public comment on the selection of potential projects or activities for the 2020 Community Development Block Grant (CDBG) Program.

Director Hernandez presented a report concerning the 2020 Community Development Block Grant Program. He explained the project, if awarded, will be used for the improvement of the Griggs Avenue neighborhood in north Dinuba.

Mayor Thusu opened the hearing to gather public comments on the CDBG program. No comments from the public were brought forward.

City Manager Patlan reported that several years ago the city annexed property along North Alta Avenue including Griggs Avenue. The area is in great need of repair, streets, sidewalk, gutters, street lights and sewer. The commitment was made to the neighborhood years ago.

Mayor Thusu opened the hearing to the public for comments on the proposed project application.

No comments from the public were brought forward and Mayor Thusu closed the hearing.

A motion was made by Council Member Launer, second by Council Member Morales, approve the potential projects or activities for the 2020 Community Development Block Grant (CDBG) Program.

Ayes: Launer, Longoria, Morales, Reynosa, Thusu

7. DEPARTMENT REPORTS

7.1. SUBJECT

Strategic Goals Update for 2019 (LP)

RECOMMENDATION

Council receive the Strategic Goals update for 2019 and provide direction to staff as necessary.

City Manager Patlan presented an update of the strategic goals set by the Council in 2015, reviewing each goal and the accomplishments having been attained.

Patlan shared some of the projects upon which staff will be working going forward:

Kern Street Storm Drain; General Plan Update in particular the area around the new high school; Parks and Recreation Master Plan RFP to update the current 25 year old plan;
Civic Square Master Plan to include a design for a future city hall and civic square in the downtown; Euclid roadway improvements south of Nebraska; staff is working with the developer of Autumn Gate subdivision who will help with the roadway improvements; Griggs Avenue improvements; Ridge Creek bike & walking trail. Director Hernandez was able to secure funding from TCAG for a feasibility study concerning the trail at the golf course; staff wants to revisit the proposed fire station 2 continuing to work on the design which is about 80% completed.

The council thanked staff for the hard work contributed to achieve the goals.

8. MAYOR/COUNCIL REPORTS

Council Member Reynosa encouraged those who have not visited the downtown Depot Museum to visit.

Mayor Thusu shared concern for the downtown merchants who expressed concern for their safety in light of a recent burglary. He reported that the police department is working on the issue. Mayor Thusu said he is looking forward to a phenomenal 2020 year.

9. CITY MANAGER COMMUNICATIONS

City Manager Patlan shared that he presented the Council's strategic goals update to the Dinuba Woman's Club earlier in the day and it was well received.

Patlan shared that the 2020 Local Motion Awards luncheon will be held on January 23, 2020, and shared that the City of Dinuba is up for an award.

Patlan shared that the Dinuba Chamber awards banquet will be held on January 31, at the Dinuba Memorial Hall.

City Manager Patlan thanked resident Maria McElroy for hosting another successful annual cookie walk event in December.

10. CITY STAFF COMMUNICATIONS

Public Works Director Hernandez offered for clarification that if approved, the consent calendar item to revise the housing program guidelines the North Alta project will provide

funding to install the sewer lines up to the sidewalks and the individual homeowners will then be required to connect the lines the rest of the way to their homes.

Director Hernandez reported that the Highway 99 connection to the cities of Kingsburg, Dinuba and Selma are failing. The City of Selma asked for the three cities to adopt a resolution adopting a Caltrans project to repair the accesses to the three cities from Highway 99; and, if the cities do so, Caltrans will move the the project to a 2025-2028 timeline.

Chief Popovich stated it has been very busy lately for the Police Department.

Assistant City Manager James said he met with officials from the Dinuba school district and they are planning to do some things in the downtown area around the Dinuba Vocational Center to create a safer environment.

11. CLOSED SESSION

11.1. Conference with Labor Negotiators (MM)

Pursuant to GC Subdivision 54957.6; Agency designated representatives: Maria Alaniz; Maggie Moreno; Luis Patlan.
Employee Organizations: Employee Association; Police Association.

No action was taken.

11.2. Conference With Real Property Negotiators (DJ)

Pursuant to GC Section 54956.8; Property: APNs 017-280-020 & 017-280-002
Agency Negotiator(s): Luis Patlan, City Manager; Daniel James, Assistant City Manager.
Under Negotiation: Terms of sale.

No action was taken.

12. ADJOURNMENT

Mayor Thusu adjourned the meeting at 8:15 pm.

City Council Staff Report

Department: FIRE SERVICES | January 28, 2020

To: Mayor and City Council

From: Chad Thompson, Fire Chief

By: Sean Doyle, Battalion Chief

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.

EXECUTIVE SUMMARY

Every three years, the California Fire Code is reviewed and modified, where applicable, and adopted by the California Building Standards Commission. The City of Dinuba must adopt these codes in order to maintain consistency. Ordinance No. 2020-01 accomplishes this requirement.

OUTSTANDING ISSUES

None.

DISCUSSION

Chapter 14.40 of the Dinuba Municipal Code (DMO) contains local amendments to previous additions of the California Fire Code requiring installation of automatic fire sprinkler systems in all newly constructed buildings over five-thousand square feet (5,000 sq. ft.). This Ordinance will remove the wording that requires automatic sprinklers when the aggregate square footage of all buildings reaches 5,000 square feet on a single parcel.

In order to maintain these amendments in the current edition of the California Fire Code, the City Council must adopt and submit Ordinance No. 2020-01 to the California Building Standards Commission.

If approved tonight, the ordinance will take effect 30-days from final adoption.

FISCAL IMPACT

None.

PUBLIC HEARING

A notice of public hearing was published in the Dinuba Sentinel on December 26, 2019.

ATTACHMENTS:

'A' Ordinance 2020-01

ORDINANCE NO 2020-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DINUBA AMENDING CHAPTER 14.40 OF THE DINUBA MUNICIPAL CODE BY ADOPTION OF THE 2019 EDITION OF THE CALIFORNIA FIRE CODE WITH LOCAL AMENDMENTS AND EXPRESS FINDINGS

THE CITY COUNCIL OF THE CITY OF DINUBA DOES ORDAIN as follows:

SECTION 1: ADOPTION OF CALIFORNIA FIRE CODE: Section 14.40.010, of Title 14, of Chapter 14 of the Dinuba Municipal Code, are hereby amended in their entirety to read as follows.

14.40.010 Adoption of California Fire Code.

For the purposes of prescribing regulations governing conditions hazardous to life and property from fire or explosion, the 2019 California Fire Code (CFC), including Appendix Chapter 1, as promulgated by the California Building Standards Commission, which incorporates the adoption of the 2019 edition of the International Fire Code with California amendments, including Appendix Chapters E and F, is herby adopted by reference thereto as is fully set forth in this Chapter, save and except such portions as are deleted, modified, or amended by the provisions of this Chapter. Copies of the 2019 California Fire Code are on file in the office of the City Clerk and Fire Code Official. Any changes made by the California Building Standards Commission applicable to the City, including new editions, shall be deemed incorporated herein. If any conflicts between this Code and any other City, State of Federal Code should arise, the most restrictive code providing the highest level of safety as determined by the Fire Code Official shall prevail.

14.40.020 Copies on file. Remove/Delete from Ordinance

14.40.030 Section 1006 – Fire alarm system Remove/Delete from Ordinance

14.40.040 Permits. Remove/Delete from Ordinance

14.40.44 Automatic sprinkler system

Add/Amend CFC Section 903.1 Automatic Sprinklers

Section 903.1. Automatic Sprinklers.

903.1.2. Changes in occupancy or use. Existing Buildings and Structures: Existing buildings where an automatic fire extinguishing system does not exist and a change of occupancy or use, as defined in the 2019 California Fire Code Definitions:

> ***[A] CHANGE OF OCCUPANCY.*** *A change in the use of a building or a portion of a building that results in any of the following:*
>
> 1. *A change of occupancy classification.*
> 2. *A change from one group to another group within an occupancy classification.*
> 3. *Any change in use within a group for which there is a change in the application of the requirements of this code.*

is made and the existing area of the building equals or exceeds five thousand (5,000) square feet, an approved automatic fire-extinguishing system shall be installed throughout the building.

EXCEPTIONS: When the floor area, where the change of occupancy or use is made, is less than ten (10) percent of the area of the entire building, only that portion of the building where the change of occupancy or use occurs needs to be equipped with an approved automatic fire-extinguishing system.

903.1.3. Additions to existing buildings. All additions to existing buildings or structures hereafter erected, constructed, or moved into, when the addition to the existing building results in a total building area of five thousand (5,000) square feet or more, an approved automatic fire-extinguishing system shall be installed in the entire building.

EXCEPTIONS:

(1) Minor additions, defined as restrooms, mechanical rooms, or similar accessory rooms with floor area less than ten (10) percent of the building area of the existing building to which it is being added shall not be construed to require all of the building to be equipped with an automatic fire-extinguishing system, all additions will be evaluated on an individual basis by the Building Official and Fire Chief.
(2) Additions, when required by the California Building Code, to provide minimum standards to safeguard life or limb, health, property and public welfare, shall not be construed as to require the installation of an automatic fire-extinguishing system.
(3) Changes, alterations and repairs to the interior of existing building or the front thereof facing a public street may be made without triggering the requirement of the installation of an automatic fire-extinguishing system, provided such changes do not, in the opinion of the Fire Chief and Building Official, increase the fire hazard of such building.

Section 903.1.4. Drinking Establishments. In new construction, an automatic fire-extinguishing system shall be installed in rooms used by the occupants for the consumption of alcoholic beverages and unseparated accessory uses where the total building area of such unseparated rooms and assembly uses is equal to or exceeds three thousand (3,000) square feet.

Section 903.2.1.1 Group A-1. An automatic sprinkler system shall be provided for Group A-1 occupancies and intervening floors of the building where one of the following conditions exists:

1. The fire area equals or exceeds 5,000 square feet (464 m^2).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The fire area contains a multi-theater complex.

Section 903.2.1.3 Group A-3. An automatic sprinkler system shall be provided for Group A-3 occupancies where one of the following conditions exists:

1. The fire area equals or exceeds 5,000 square feet (464 m^2).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

Section 903.2.1.4 Group A-4. An automatic sprinkler system shall be provided for Group A-4 occupancies where one of the following conditions exists:

1. The fire area equals or exceeds 5,000 square feet (464 m^2).
2. The fire area has an occupant load of 300 or more.

3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

<u>Section 903.2.2.1 Group B.</u> An automatic sprinkler system shall be provided for Group B occupancies as follows:

1. The fire area equals or exceeds 5,000 square feet (464 m^2)

<u>Section 903.2.3 Group E.</u> An automatic sprinkler system shall be provided for Group E occupancies as follows:

1. Throughout all Group E fire area equal to or greater than 5,000 square feet (464 m^2).
2. The Group E fire area is located on a floor other than a level of exit discharge serving such occupancies.

   EXCEPTION: In buildings where every classroom has not fewer than one exterior exit door at ground level, an automatic sprinkler system is not required in any area below the lowest level of exit discharge serving that area.

3. The Group E fire area has an occupant load of 300 or more.
4. *In rooms or areas with special hazards such as laboratories, vocational shops and other such areas where hazardous materials in quantities not exceeding the maximum allowable quantity are used or stored.*
5. *Throughout any Group E structure equal to or greater than 5,000 square feet (464 m^2) in area, which contains more than one fire area, and which is separated into two or more buildings by fire walls of less than 4-hour fire-resistance rating without openings.*
6. *For public school state-funded construction projects see Section 903.2.19.*
7. *For public school campuses, Kindergarten through 12th grade, see Section 903.2.20*

<u>Section 903.2.4 Group F-1.</u> An automatic sprinkler system shall be provided throughout all buildings containing a Group F-1 occupancy where one of the following conditions exists:

1. A Group F-1 fire area equals or exceeds 5,000 square feet (464 m^2).
2. A Group F-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group F-1 fire areas on all floors, including any mezzanines, equals or exceeds 5,000 square feet (464 m^2).
4. A Group F-1 occupancy used for the manufacture of upholstered furniture or mattresses equals or exceeds 2,500 square feet (232 m^2)

<u>Section 903.2.7 Group M.</u> An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exists:

1. A Group M fire area equal or exceeds 5,000 square feet (464 m^2).
2. A Group M fire area is located more than three stories above grade plane.
3. A group M occupancy used for display and sale of upholstered furniture or mattresses equals or exceeds 5,000 square feet (464 m^2).

<u>Section 903.2.8 Group R.</u> An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area.

Section 903.2.9 Group S-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 fire area equals or exceeds 5,000 square feet (464 m^2).
2. A Group S-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds 5,000 square feet (464 m^2).
4. A Group S-1 fire area used for the storage of commercial trucks or buses where the fire area equals or exceeds 5,000 square feet (464 m^2).
5. A Group S-1 occupancy used for the storage of upholstered furniture of mattresses equals or exceeds 2,500 square feet (232 m^2).

Section 903.2.10 Group S-2 enclosed parking garages. An automatic sprinkler system shall be provided throughout buildings classified as enclosed parking garages in accordance with Section 406.6 of the California Building Code as follows:

1. Where the fire area equals or exceeds 5,000 square feet (464 m^2)
2. Where the enclosed parking garage is located beneath other groups.

14.55.010 Open Burning

Add/Amend CFC Section 307 Open Burning, Recreational Fires and Portable Outdoor Fireplaces

307.8 Open Burning

A. Notwithstanding any other provisions of this code, no person shall cause, allow, aid, suffer or maintain open burning of any kind or the burning of any waste material or rubbish in any incinerator, barrel, can, pit, fireplace or similar container or enclosure. Not person in charge or possession of any premises upon which such burning occurs, or any premises immediately adjacent to any public place upon which such burning occurs, shall fail to extinguish the fire providing he/she has knowledge of the fire and it is within his/her power to extinguish it.
B. This section shall not apply to the following (exceptions):
    1. An indoor or outdoor barbecue or similar heating or cooking device while being used for the heating or cooking of food for human consumption and not being used primarily for the burning of waste materials or rubbish; outdoor deep pit barbeques must be a minimum of 10 feet from any building, fence or dwelling;
    2. An incinerator or furnace, properly permitted by the air district, used by a hospital, veterinary hospital, columbarium, or similar establishment for the incineration of body parts, bandages, or related refuse;
    3. Comfort heating by use of a fireplace inside of a residence that is not being used for the burning of waste materials or rubbish;
    4. Comfort heating by use of an approved portable wood burning appliance may not be any larger than three feet in diameter, outside of a residence and the fuel must be clean, dry wood with no debris, trash, garbage, or refuse except for those units

operating on gaseous fuels, such as natural gas or propane provided, that the smoke does not create a nuisance and the use is in compliance with city's ordinance;

5. Controlled fire for firefighter training, in compliance with section 4.2.1 of the District Rule 4103 that requires a district-approved firefighter training plan be submitted for approval at least fifteen days prior to the date of the proposed burn;
6. The burning of contra band material within the performance of their official duties by law enforcement agencies or fire protection agencies as permitted per Section 41509 of the California Health and Safety Code;
7. The burning of an un serviceable American flag in a respectful and dignified manner that is no longer is fit for display;
8. Religious and ceremonial fires shall be approved by the fire chief; the size, location and time period of the religious or ceremonial fire shall be approved by the fire chief and noted on the permit, prior to the commencement of a religious or ceremonial fire, the fire department shall be notified; fuel must be clean charcoal or dry wood with no debris, trash, garbage, or refuse; the San Joaquin Air Pollution Control District shall be contacted for on-site inspection if deemed necessary;
9. Use of orchard heaters incidental to commercial farming operations in times of heavy frost that are in compliance with District Rule 4303 (Orchard Heaters), such as open burning of charcoal or peach pits;
10. Other open burning exemptions as noted in Section 4.1 of Rule 4103 of San Joaquin Air pollution Control District may be permitted and approved by the fire chief; provided, that the smoke does not create a nuisance and the use is in compliance with the city's ordinance;
11. No exceptions which may be permitted under subsections (B) (1) through (B) (10) of this section shall be authorized or permit any act or condition which is prohibited by the Health and Safety Code Section 4000 et seq. (relating to air pollution control districts), or the rules or regulations of any air pollution control district established pursuant thereto. No other exceptions to subsection (A) of this section than those listed in subsections (B) (1) through (B) (10) of this sections will be granted. (Ord. 2011-01 § 13 (part), 2011: Ord. 2007-09 § 1 (part), 2007)

<u>307.9 Violation – Penalty</u>

Any person, firm or corporation violating any of the provisions of this chapter, including any violation of the California Fire Code or all other amendments, revisions or supplements, shall be a misdemeanor unless the city attorney determines that violation to be an infraction. The violation of the provisions of this chapter may be prosecuted by city authorities in the name of the people of the state of California, or redressed by civil action. Every violation determined to be an infraction is punishable by (1) a fine not exceeding one hundred dollars for a first violation; (2) a fine not exceeding two hundred dollars for a second violation of the same ordinance within one year; (3) a fine not exceeding five hundred dollars for each additional violation of the same ordinance within one year. Notwithstanding any other provision of law, a violation of local building and safety codes determined to be an infraction is punishable by (1) a fine not exceeding one hundred dollars for a first violation; (2) a fine not exceeding five hundred dollars for a second violation of the same ordinance within one year; (3) a fine not exceeding one thousand

dollars for each additional violation of the same ordinance within one year of the first. (Ord. 2011-01 § 13 (part), 2011: Ord. 2007-09 § 1 (part), 2007)

The above local amendments to the 2019 California Fire Code make modifications as authorized by the California Health and Safety Code. In accordance with Section 18941.5 of said Code, Findings are hereby made to show that such modifications or changes are reasonably necessary because of local climatic, geological or topographical conditions.

THE CITY COUNCIL DOES MAKE THE FOLLOWING FINDINGS IN SUPPORT OF THE AMENDMENTS AND ADOPTION BY REFERENCE OF THE CODES AS SET FORTH HEREIN:

Climatic Conditions:

1. **Precipitation.** The City averages just over 14 inches of rainfall per year, cost of that occurring between the months of December through March.
2. **Temperature.** The average high temperature in the summer months exceeds 95 degrees, and it is not uncommon to exceed 100 degrees.
3. **Humidity/Fog.** The winter months are characterized by high humidity. This high humidity together with cool winter air masses often results in dense tule fog.
4. **Wind.** During this summer months, wind speed and direction change throughout the day. During the daylight hours, north-northwesterly winds prevail. In the late evening through early morning hours, wind flow is affected by cooler drainage winds from the surrounding mountains and reverses direction.

These local climatic conditions affect the magnitude, size, acceleration, intensity and exposure of fires, as well as accessibility to fires by the City's Fire department. In times of little or no rainfall, low humidity and high temperatures create extremely hazardous conditions, particularly as they relate to wood shake and shingle roof fires and conflagrations. The varying wind patterns can have a tremendous impact upon structural fires of buildings in close proximity to one another, commonly found in the City. During wood shake and shingle roof fires, or exposure fires, winds can carry sparks and burning brands to other structures, thus spreading the fire and causing conflagrations. During dense tule fog, response times may double or triple. Sometimes, the fog is so thick that the City's road are literally impassable.

Local Geological Conditions:

1. **Limited water supply.** The Dinuba area receive 10 to 12 inches of rain per year primarily in the winter months. The area has historically relied on underwater aquifers for the primary municipal water supply. The aquifers continue to be drawn down each year and rainfall alone will not meet the City water needs.
2. **Water pressure.** Due to the hot, dry summers in the Dinuba area, domestic water demand substantially reduces the public water system to meet the large fire flow demands in many areas of the city.

These local geological conditions affect the City's ability to provide adequate water to fire engines as sufficient pressure to suppress large fires in the city. Water conservation is a major concern to continue to provide adequate water for fire protection.

Local Climatic/Topographic Conditions:

1. **Air Quality.** As a result of the San Joaquin Valley climate and topography, the San Joaquin Air Basin (SJVAP) is predisposed to poor air quality. High mountain ranges surrounding the valley frequently create air layer inversions that prevent mixing of air masses. The large number of sunny days and high summer temperatures favor the formation of ozone. In the winter inversions form that often trap particulate matter.
2. **Smoke.** Smoke is composed primarily of carbon dioxide, water vapor, carbon monoxide, particulate matter, hydrocarbon and other organic chemicals, nitrogen oxides, trace minerals and several thousand other compounds.

These local climatic/topographical conditions affect the air quality. Increased air pollution during poor air quality days contribute to unhealthy air in the valley. Smoke from fires also contributes to this problem increasing health risks for the persons living and working in the city.

SEVERABILITY CLAUSE. If any section, sub-section, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The Dinuba City Council hereby declares that it would have adopted the ordinance and each section, sub-section, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, phrases, or portions to be declared invalid or unconstitutional.

NOTIFICATION TO CALIFORNIA BUILDING STANDARDS COMMISSION OF LOCAL AMENDMENTS. The Fire Chief or his designee is hereby directed to file a copy of this Ordinance with the California Building Standards Commission of the State of California.

EFFECTIVE DATE. This ordinance shall go into effect and be in full force and operation from and after thirty (30) days after its final passage and adoption.

The foregoing Ordinance 2020-01 introduced at a regular meeting of the City Council of the City of Dinuba on the _____ day of _____, 2020, and adopted and approved by the City Council of the City of Dinuba on this _____ day of _____, 2020 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____,
Mayor of the City of Dinuba

ATTEST:

City Clerk

City Council Staff Report

Department: FINANCE SERVICES January 28, 2020

To: Mayor and City Council

From: Margarita Moreno, Administrative Services Director

By: Lupe Montejano, Utility/Revenue Collection Supervisor

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.

EXECUTIVE SUMMARY

The state legislature passed and Governor Newsom signed into law the Water Shutoff Protection Act (Senate Bill 998) in 2019. The Act requires municipal water suppliers to adopt a formal written policy incorporating new requirements and procedures for discontinuation of residential water service for non-payment. Staff has prepared a Water Shutoff Policy in compliance with the provisions of SB 998 for the City Council review and approval.

OUTSTANDING ISSUES

None.

DISCUSSION

The Water Shut off Act was signed into law by Governor Newsom on September 28, 2019. The Act requires municipal water suppliers to adopt new water shut off policies and revise their service termination notices. The new provisions of the law take effect February 1, 2020.

The Act requires municipal water supplier with 200 or more residential service connections to adopt a written policy on discontinuation of residential water service for non-payment. The provisions of the Act only apply to the termination of residential water services for non-payment. Existing policy and procedures for termination of commercial or non-residential services is not affected.

The Act makes significant changes in how a City can shut off or discontinue water service to a residential customer. The most significant changes under the Act are summarized as follows:

- The City is prohibited from shutting off or discontinuing residential water served until the account has been delinquent for least 60-days. The City must provide a notice in writing or by telephone of potential termination of service at least seven (7) business days before the possible termination of service.
- A residential customers can appeal its water bill to the City. The City is prohibited from shutting off or discontinuing water service while the appeal is pending.
- The City is prohibited from shutting off or discontinuing a residential water service if the shut off would be life threating, poses a serious threat to a resident's health and safety, or the customer demonstrates an inability to pay.
- The City must offer a customer alternative payment arrangements including amortization of unpaid balance, alternative payment schedule, partial or full reduction of the unpaid balance, or temporary deferral of payment.

- Sets a cap on reconnection fees for low income residential customers of $50 during normal business hours and $150 during non-operational hours.

Other provisions of the Act require the City to report annually on its website and to the State Water Resources Control Board the number of service discontinuations for inability to pay, and the policy must be available in six languages (English, Spanish, Chinese, Korean, Vietnamese and Tagalog).

The State Water Resource Board is responsible for enforcement of the Act. The State Water Board may issue citation that can include penalties of up to $1,000 per day for non-compliance.

Staff has prepared a Water Shut off Policy consistent with the provision of the Act enclosed as Exhibit 'A' to Resolution No. 2020-08.

FISCAL IMPACT

The indirect fiscal impacts are unknown at this time. Staff will monitor impacts, if any, from the implementation of SB 998 and update the City Council during the budget process as necessary.

PUBLIC HEARING

none.

ATTACHMENTS:

A: Resolution # 2020-08

RESOLUTION NO. 2020-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA ADOPTING ADMINISTRATIVE POLICY WATER SHUT OFF FOR NON-PAYMENT OF RESIDENTIAL WATER SERVICE

WHEREAS, On September 28, 2018, Governor Brown signed into law SB 998, known as the Water Shutoff Protection Act, which, beginning February 1, 2020, changes the requirements and procedures relative to the discontinuation of residential water service for non- payment; and

WHEREAS, SB 998 requires every urban and community water system with more than 200 water service connections to have a written policy on the discontinuation of residential water service for nonpayment. That policy must be available on the City's website and available in six languages listed in Civil Code Section 1632 (English, Spanish, Chinese, Korean, Vietnamese and Tagalog) and in any other language spoken by at least 10 percent of the people residing in the system's service area; and

WHEREAS, SB 998 sets forth the specific provisions and requirements for water service discontinuation, which includes a 60-day waiting period before service can be discontinued; and

WHEREAS, The City will also be required to contact, by telephone or in writing, the customer named on the account at least seven (7) business days before discontinuing service. If notice is given by telephone, the system must: (a) offer to provide the customer the system's written policy on discontinuation of water service; and (b) offer to discuss options to avoid discontinuing water service, including alternative payment schedules, deferred payments, minimum payments, amortization and bill review and appeal. The new law also includes required processes if the water supplier is unable to contact the customer as well as a specific mandates for a customer appeals process; and

WHEREAS, SB 998 also offers opportunities for payment arrangements, provisions for low-income customers and very specified conditions and/or circumstances under which a water supplier will be prohibited from discontinuing water service for non-payment; and

WHEREAS, SB 998 also mandates that a water supplier report annually on its website and to the State Water Resources Control Board (State Board) the number of service discontinuations for inability to pay. The State Board must, in turn, post that information on its website; and

WHEREAS, SB 998 requires a written policy regarding residential water service disconnection and a copy of that policy must be provided to customers if requested in the languages specified in Section 1632 of the Civil Code, as well as any other languages spoken by at least 10 percent of the people residing in the service area.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Dinuba does hereby adopt Administrative Policy, Water Shut Off for Non-payment of residential water service, as set forth in the attached Exhibit "A".

PASSED, APPROVED AND ADOPTED by the City Council of the City of Dinuba at a regular meeting held on the 28th day of January 2020 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

BY: **ATTEST**

_____ _____

City Clerk Mayor of the City of Dinuba

Exhibit A

CITY OF DINUBA
WATER SHUT OFF POLICY FOR NON-PAYMENT OF
RESIDENTIAL WATER SERVICE

This Water Shut off Policy for Non-Payment of Residential Water Service shall apply to the City's discontinuation of residential water service for non-payment under the provisions set forth herein. In the event of any conflict between this Policy and any other policy or rule of the City of Dinuba, this Policy shall prevail.

I. Application of Policy; Contact Telephone Number:

This policy shall apply only to residential water service for non-payment and the City of Dinuba's existing policies and procedures shall continue to apply to commercial and industrial water service accounts. The City of Dinuba can be reached at (559) 591-5900 for assistance concerning the payment of water bills and the potential establishment of the alternatives set forth in this policy to avoid discontinuation of service.

II. Discontinuation of Residential Water Service for Non-Payment:

A. Rendering and Payment of Bills: Bills for water service will be rendered to each customer on a monthly basis on the first (1st) of each month for service in the prior month. Bills for service are due and payable upon presentation and become delinquent if not paid on or before the "Due Date". Water service is subject to discontinuation of service if not paid within sixty (60) days from the date of the bill (1st of each month). Payment may be made in person at the City of Dinuba, 405 E. El Monte Way or on the City of Dinuba's web site at www.dinuba.org. However, it is the customer's responsibility to assure that payments are received at the City of Dinuba office in a timely manner and to familiarize themselves with this fully inclusive document which covers City policies governing payment due dates and potential consequences for non-payment and return checks. Partial payments are not authorized. Bills will be computed as follows:

1. Meters will be read at regular intervals for the preparation of periodic bills and as required for the preparation of opening bills, closing bills, and special bills.

2. Bills for metered service will show the meter reading for the current and previous meter reading period for which the bill is rendered, the number of units, date, and days of service for the current meter reading.

3. City of Dinuba billings shall be paid in legal tender of the United States of America. Notwithstanding the foregoing, the City of Dinuba shall have the right to refuse any payment of such billings in coin.

B. Delinquent Bills: The following rules apply to customers whose bills remain unpaid for more than sixty (60) days following the bill date:

1. Small Balance Accounts: If less than $50 remains unpaid on any billing, it shall be carried over and added to the next billing period.

2. Delinquent Notice: If payment for a bill is not made by the "Due Date", a "Delinquent Notice" will be mailed to the water service customer approximately at least seven (7) business days prior to the possible discontinuation of service date identified in the Delinquent Notice. If the

customer's address is not the address of the property to which the service is provided, the Delinquent Notice will also be sent to the address of the property served, addressed to "Occupant".

The Delinquent Notice will contain the following:

a) Service address;
b) Account number;
c) Past due balance;
d) Payment due date by which payment or arrangement for payment must be made in order to avoid discontinuation of service;
e) Description of the process to apply for an extension of time to pay the amount owing;
f) Description of the procedure to petition for review and appeal of the bill giving rise to the delinquency, and
g) Description of the procedure by which the customer can request a deferred, amortized, reduced or alternative payment schedule.

In addition to the mailed delinquent notification mentioned above, the customer shall receive a telephone message from the telephone number on the customer's utility account informing them of imminent discontinuation of their service and delinquent fee should the notice go unpaid. It is the customer's responsibility to provide updated contact information on their account.

3. Unable to Contact Customer: If the City of Dinuba is not able to contact the customer by written notice (e.g., a mailed notice is returned as undeliverable) or by telephone, the City of Dinuba will make a good faith effort to visit the residence and leave, or make other arrangements to place in a conspicuous location, a notice of imminent discontinuation of service for non-payment, and a copy of this Policy.

4. Penalty Charge: A Penalty Charge, as specified in the City of Dinuba's fees and charges, shall be assessed and added to the outstanding balance on the customer's account if the amount owing on that account is not paid by the Penalty date and time.

5. Turn-Off Deadline: Payment for water service charges must be received in the City of Dinuba offices no later than 3:00 p.m. on the date specified in the Delinquent Notice. Postmarks are not acceptable.

6. Notification of Returned Check: Upon receipt of a returned check rendered as remittance for water service or other charges, the City of Dinuba will consider the account unpaid. The City of Dinuba will immediately notify the customer in writing. Water service will be disconnected if the amount of the returned check and returned check charge are not paid by the due date specified on the notice.

7. Returned Check Tendered as Payment for Water Service Disconnected for Nonpayment**:**

a) If the check tendered and accepted as payment which resulted in restoring service to an account that had been disconnected for nonpayment is returned as non-negotiable, the City of Dinuba may

disconnect said water service upon at least three (3) calendar days' written notice. The customer's account may only be reinstated by receipt of outstanding charges in the form of cash or certified funds. Once the customer's account has been reinstated, the account will be flagged for a one-year period indicating the fact that a non-negotiable check was issued by the customer.

b) If at any time during the one year period described above, the customer's account is again disconnected for nonpayment, the City of Dinuba may require the customer to pay cash or certified funds to have that water service restored.

C. Conditions Prohibiting Discontinuation: To avoid discontinuation of water services, customers may choose to provide additional information for consideration by the City of Dinuba, all of the following conditions must be met to avoid discontinuation of water services:

1. Health Conditions – Certification Medical Letter from primary care provider that discontinuation of water service would (i) be life threatening, or (ii) pose a serious threat to the health and safety of a person residing at the property;

2. Financial Inability– Demonstrate financial inability to pay for water service within the normal billing cycle by anyone in the household who is a current recipient of:

a. CalWORKS, CalFresh, California Special Supplemental Nutrition Program for Women, Infants and Children
b. Medi-Cal
c. Supplemental Security Income/State Supplementary Payment Program
d. Household annual income is less than 200% of the federal poverty level

3. Payment Arrangements –The customer is willing to enter into an amortization agreement or payment plan.

D. Process for Determination of Conditions Prohibiting Discontinuation of Service: The burden of proving compliance with the conditions described in Subdivision (C), above, is on the customer. In order to allow the City of Dinuba sufficient time to process any request for assistance by a customer, the customer is encouraged to provide the City of Dinuba with the necessary documentation demonstrating the medical issues under Subdivision (C)(1), financial inability under Subdivision (C)(2) and willingness to enter into any alternative payment arrangement under Subdivision (C)(3) as far in advance of any proposed date for discontinuation of service as possible.

Upon receipt of such documentation, the City of Dinuba's Administrative Services Director, or his or her designee, shall review that documentation and respond to the customer within seven (7) calendar days to either request additional information, including information relating to the feasibility of the available alternative arrangements, or to notify the customer of the alternative payment options.

Customers who fail to meet the conditions described in Subdivision (C), above, must pay the delinquent amount, including any penalties and other charges, owing to the City of Dinuba within the later to occur of: (i) two (2) business days after the date of notification from the City of Dinuba of the determination the customer failed to meet those conditions; or (ii) the date of the impending service discontinuation, as specified in the Delinquent Notice.

E. Special Rules for Low Income Customers: Customers are deemed to have a household income below 200% of the federal poverty line if: (i) any member of the customer's household is a current recipient of the following benefits: CalWORKS, CalFresh, Medi-Cal, SSI/State Supplementary Payment Program or California Special Supplemental Nutrition Program for Women, Infants and Children; or (ii) the customer declares the household's annual income is less than 200% of the federal poverty level. If a customer demonstrates either of those circumstances, then the following apply:

1. Reconnection Fees: If service has been discontinued and is to be reconnected, then any reconnection fees during the City of Dinuba's normal operating hours cannot exceed $50, and reconnection fees during non-operational hours cannot exceed $150. Those fees cannot exceed the actual cost of reconnection if that cost is less than the statutory caps. Those caps may be adjusted annually for changes in the Customer Price Index for the Los Angeles-Long Beach-Anaheim metropolitan area beginning January 1, 2021.

2. Interest Waiver: The City of Dinuba shall not impose any interest charges on delinquent bills.

F. Landlord-Tenant Scenario: The below procedures apply to individually metered detached single-family dwellings, multi-unit residential structures and mobile home parks where the property owner or manager is the customer of record and is responsible for payment of the water bill.

1. Required Notice:

a. The City of Dinuba will make a good faith effort to inform the residential occupants by written notice when the account is delinquent and possess possible discontinuation of water at least 10 calendar days prior if the property is a multi-unit residential structure or mobile home park, or 7 calendar days prior if the property is a detached single-family dwelling.

b. The written notice must also inform the tenants/occupants that they have the right to become customers to whom the service will be billed (see Subdivision 2, below), without having to pay any of the then delinquent amounts.

2. Tenants/Occupants Becoming Customers:

a. The City of Dinuba is not required to make service available to the tenants/occupants unless each tenant/occupant agrees to the terms and conditions for service and meets the City's requirements and rules.

b. However, if (i) one or more of the tenants/occupants assumes responsibility for subsequent charges to the account to the City's satisfaction, or (ii) there is a physical means to selectively discontinue service to those tenants/occupants who have not met the City's requirements, then the City may make service available only to those tenants/occupants who have met the requirements.

c. If a tenant/occupant becomes a customer of the City of Dinuba and the tenant's/occupant's rent payments include charges for residential water service where those charges are not separately stated, the tenant/occupant may deduct from future rent payments all reasonable charges paid to the City during the prior payment period.

III. Alternative Payment Arrangements:

For any customer who meets the three conditions under Section II(C), above, in accordance with the process set forth in Section II (D), above, the City of Dinuba shall offer the customer one of the following alternative payment arrangements, to be selected by the City of Dinuba in its discretion and therefore by entering into agreement shall waive all appeals for those charges:

(i) Amortization of the unpaid balance under Subdivision (A), below;
(ii) Alternative payment schedule under Subdivision (B), below;
(iii) Partial or full reduction of unpaid balance under Subdivision (C), below;
(iv) Temporary deferral of payment under Subdivision (D), below.

The Administrative Services Director, or his or her designee, shall, in the exercise of reasonable discretion, select the most appropriate alternative payment arrangement after reviewing the information and documentation provided by the customer and taking into consideration the customer's financial situation and City of Dinuba's payment needs.

A. Amortization: Any customer who is unable to pay for water service within the City's normal payment period and meets all three conditions under Section II(C), above, as the City shall confirm, may, if the City has selected this alternative, enter into an amortization plan with the City on the following terms:

1. Term: The customer shall pay the unpaid balance, with the penalty fee and delinquent fees specified in Subdivision (2), below, over a period not to exceed twelve (12) months, as determined by the City of Dinuba's Administrative Services Director or his or her designee; provided, however, that the City of Dinuba's Administrative Services Director or his or her designee, in their reasonable discretion, may apply an amortization term of longer than twelve (12) months to avoid undue hardship on the customer. The unpaid balance, together with the applicable penalty fee and delinquent fee, shall be divided by the number of months in the amortization period and that amount shall be added each month to the customer's ongoing monthly bills for water service.

2. Compliance with Plan: The customer must comply with the amortization plan and remain current as charges accrue in each subsequent billing period. The customer may not request further amortization of any subsequent unpaid charges while paying delinquent charges pursuant to an amortization plan. Where the customer fails to comply with the terms of the amortization plan for sixty (60) calendar days or more, or fails to pay the customer's current service charges for sixty (60) calendar days or more, the City of Dinuba may discontinue water service to the customer's property at least five (5) business days after the City of Dinuba posts at the customer's residence a final notice of its intent to discontinue service.

B. Alternative Payment Plan: Any customer who is unable to pay for water service within the City's normal payment period and meets the three conditions under Section II(C), above, as the City of Dinuba shall confirm, may, if the City has selected this alternative, enter into an alternative payment plan schedule for the unpaid balance in accordance with the following:

1. Repayment Period: The customer shall pay the unpaid balance, with the penalty fee over a period not to exceed twelve (12) months, as determined by the City of Dinuba's Administrative Services Director or his or her designee; provided, however, that the City of Dinuba's Administrative

Services Director or his or her designee, in their reasonable discretion, may extend the repayment period for longer than twelve (12) months to avoid undue hardship on the customer.

2. Schedule: After consulting with the customer and considering the customer's financial limitations, the City of Dinuba's Administrative Services Director or his or her designee shall develop an alternative payment schedule to be agreed upon with the customer. That alternative schedule may provide for periodic lump sum payments that do not coincide with the City of Dinuba's established payment date, may provide for payments to be made more frequently than monthly, or may provide that payments be made less frequently than monthly, provided that in all cases, subject to Subdivision (1), above, the unpaid balance and delinquent fee shall be paid in full within twelve (12) months of establishment of the payment schedule. The agreed upon schedule shall be set forth in writing and be provided to the customer.

4. Compliance with Plan: The customer must comply with the agreed upon payment schedule and remain current as charges accrue in each subsequent billing period. The customer may not request a longer payment schedule for any subsequent unpaid charges while paying delinquent charges pursuant to a previously agreed upon schedule. Where the customer fails to comply with the terms of the agreed upon schedule for sixty (60) calendar days or more, or fails to pay the customer's current service charges for sixty (60) calendar days or more, the City may discontinue water service to the customer's property at least five (5) business days after the City of Dinuba posts at the customer's residence a final notice of its intent to discontinue service.

C. Reduction of Unpaid Balance: Any customer who is unable to pay for water service within the City of Dinuba's normal payment period and meets the three conditions under Section II(C), above, as the City of Dinuba shall confirm, may, if the City of Dinuba has selected this alternative, receive a reduction of the unpaid balance owed by the customer, not to exceed ten percent (10%) of that balance without approval of and action by the City; provided that any such reduction shall be funded from a source that does not result in additional charges being imposed on other City customers. The proportion of any reduction shall be determined by the customer's financial need, the City's financial condition and needs and the availability of funds to offset the reduction of the customer's unpaid balance.

1. Repayment Period: The customer shall pay the reduced balance by the due date determined by the City's Administrative Services Director or his or her designee, which date (the "Reduced Payment Date") shall be at least fifteen (15) calendar days after the effective date of the reduction of the unpaid balance.

2. Compliance with Reduced Payment Date: The customer must pay the reduced balance on or before the Reduced Payment Date, and must remain current in paying in full any charges that accrue in each subsequent billing period. If the customer fails to pay the reduced payment amount within sixty (60) calendar days after the Reduced Payment Date, or fails to pay the customer's current service charges for sixty (60) calendar days or more, the City may discontinue water service to the customer's property at least five (5) business days after the City of Dinuba posts at the customer's residence a final notice of its intent to discontinue service.

D. Temporary Deferral of Payment Plan: Any customer who is unable to pay for water service within the City of Dinuba's normal payment period and meets the three conditions under Section II(C), above, as the City shall confirm, may, if the City has selected this alternative, have payment of the unpaid balance temporarily deferred for a period of up to six (6) months after the payment is due. The City shall determine, in its discretion, how long of a deferral shall be provided to the customer.

1. Repayment Period: The customer shall pay the unpaid balance by the deferral date (the "Deferred Payment Plan Date") determined by the City of Dinuba's Administrative Services Director or his or her designee. The Deferral Payment Plan Date shall be within twelve (12) months from the date the unpaid balance became delinquent; provided, however, that the City of Dinuba's Administrative Services Director or his or her designee, in their reasonable discretion, may establish a Deferred Payment Plan Date beyond that twelve (12) month period to avoid undue hardship on the customer.

2. Compliance with Reduced Payment Date: The customer must pay the reduced balance on or before the Deferred Payment Plan Date, and must remain current in paying in full any charges that accrue in each subsequent billing period. If the customer fails to pay the unpaid payment amount within sixty (60) calendar days after the Deferred Payment Plan Date, or fails to pay the customer's current service charges for sixty (60) calendar days or more, the City of Dinuba may discontinue water service to the customer's property at least five (5) business days after the City of Dinuba posts at the customer's residence a final notice of its intent to discontinue service.

IV. Appeal: The procedure to be used to appeal the amount set forth in any bill for residential water service is as follows unless an alternative payment agreement has been initiated in which case all appeals for those charges shall be waived:

A. Initial Appeal: Within ten (10) days of receipt of the bill for water service, the customer has a right to initiate an appeal or review of any bill or charge rendered by the City of Dinuba. Such request must be made in writing and be delivered to the City of Dinuba's office located at 405 E. El Monte Way. For so long as the customer's appeal and any resulting investigation is pending, the City of Dinuba cannot discontinue water service to the customer.

B. Appeal Review: Following receipt of a request for an appeal or review, a review date shall be promptly set before the Administrative Services Director, or his or her designee. After evaluation of the evidence provided by the customer and the information on file with the City of Dinuba concerning the water charges in question, a decision as to the accuracy of the water charges set forth on the bill and shall provide the appealing customer with a brief written summary of the decision.

1. If water charges are determined to be incorrect, the City of Dinuba will provide a corrected invoice and payment of the revised charges will be due within ten (10) calendar days of the invoice date for revised charges. If the revised charges remain unpaid for more than sixty (60) calendar days after the corrected invoice is provided, water service will be disconnected, on the next regular working day after expiration of that sixty (60) calendar day period; provided that the City of Dinuba shall provide the customer with the Delinquent Notice in accordance with Section II (B) (2), above. Water service will only be restored upon full payment of all outstanding water charges, penalties, and any and all applicable delinquent charges.

(a) If the water charges in question are determined to be correct, the water charges are due and payable within five (5) business days after the decision is rendered. The decision of the Administrative Services Director, or his or her designee is final and binding.

V. <u>Restoration of Service</u>: In order to resume or continue service that has been discontinued by the City of Dinuba due to non-payment, the customer must pay a Delinquent Fee established by the City of Dinuba, subject to the limitation set forth in Section II(E)(1), above. The City of Dinuba will endeavor to make such reconnection as soon as practicable as a convenience to the customer. The City of Dinuba shall make the reconnection no later than the end of the next regular working day following the customer's request and payment of any applicable fees.

VI. **<u>Unauthorized Action of a Customer:</u>** This Policy does not apply to the termination of service connection by the City due to an unauthorized action of a customer.

City Council Staff Report

Department: CITY MANAGER'S OFFICE January 28, 2020

To: Mayor and City Council

From: Daniel James, Assistant City Manager

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.

EXECUTIVE SUMMARY

Lance Kashian & Co. has submitted a Letter of Intent (LOI) to purchase a 20-acre parcel of vacant commercial property located at 904 W. El Monte Way for the development of a mixed-use retail. The LOI provides the developer 180-days to conduct its due diligence on the site including submittal of a conceptual layout for the future development of the site. Although the LOI is non-binding on either party, it provides the company with an opportunity to evaluate the feasibility of developing the site. Should the company decide to proceed with the purchase, staff will prepare and present a formal Purchase and Sale Agreement at a future date.

OUTSTANDING ISSUES

None.

DISCUSSION

The 20 acre parcel was acquired by the former Dinuba Redevelopment Agency for future retail commercial. With the dissolution of redevelopment in 2012, the property was transferred to the Successor Agency to the former Dinuba Redevelopment Agency and included in the Long Range Property Management Plan for disposition as required by state law. The proceeds of any sale of Successor Agency held property will be distributed to each taxing entity.

The subject property is located immediately to the east of Walmart. The site is designated and zoned for commercial and light industrial uses. The property is part of the West El Monte Master Development Plan prepared in 2011. Because of the size and location, the property was identified in the plan as a good location for a mixed-used type development with retail commercial, professional office and multi-family residential. The Successor Agency has held onto this property with the goal of partnering with a legitimate developer that has the experience and financial capacity to develop such a project.

Staff has met with representatives of Lance Kashian & Company (LKC) to discuss a possible mixed-use development on the site. LKC is a Fresno-based commercial development company with extensive experience developing retail centers in Fresno and throughout the Valley. Some of the company's more notable developments include River Park, Campus Point, Fancher Creek and Palm Crossings.

LKC is interested in exploring the feasibility of a mixed-use development on the site consisting of commercial retail, professional office and multi-family residential. LKC submitted a Letter of Intent (LOI) to purchase the subject 20.59 acres enclosed herein as Attachment 'A' and consisting of the following general terms:

- Purchase price of $522,676 (subject to a Broker's Opinion of Value)
- $15,000 deposit (refundable if LKC decided not to proceed with purchase agreement)

- 180-day due diligence period (to determine feasibility of a project on the site)
- The LOI is non-binding on either party

The LOI provides both the buyer and seller adequate time to review and satisfy all necessary development items, and discuss the final terms of the sale. Should both parties agree to proceed, a formal purchase agreement will be prepared and presented to the Successor Agency for review and approval. Final approval of the sale of property will require approval by the Tulare County Oversight Board and the State Department of Tax and Fee Administration.

The potential development of the site as a mixed-use project will compliment the existing commercial center, expand shopping opportunities, increase sale tax revenues, create jobs, and provide housing consistent with the City Council goal of creating economic prosperity in the community.

FISCAL IMPACT

The Successor Agency to the Dinuba Redevelopment Agency will receive the proceeds from the sale of the subject property. The City of Dinuba will receive approximately 18% of the proceeds following distribution by the County pool.

PUBLIC HEARING

None.

ATTACHMENTS:

Attachment A: Letter of Intent to Purchase - Kashian

COMMERCIAL | RETAIL ASSOCIATES

December 27, 2019

Mr. Luis Patlan – City Manager
City of Dinuba
405 E. El Monte Way
Dinuba, CA 93618

Via email: lpatlan@dinuba.ca.gov

Re: **Letter-of-Intent to Purchase**
APN – 017-280-020, 002 containing approximately 20.59 acres
Dinuba, CA

Dear Mr. Patlan:

Lance Kashian & Co., or designated assignee, is interested in purchasing the above referenced property at the following terms and conditions:

1. BUYER: Lance Kashian & Co, or its designated assignee.

2. SELLER: City of Dinuba Redevelopment.

3. PROPERTY: Approximately 20.59 acres, consisting of Assessor's Parcel Numbers 017-280-020, 002, as shown on the attached Exhibit "A".

4. PURCHASE PRICE: $522,676.00 (Subject to a Broker's Opinion of Value)

5. EARNEST MONEY: $15,000.

6. CONTINGENCIES: Buyer's purchase shall be contingent upon the following:

(a) Due Diligence Period. Buyer shall have one hundred eighty (180) days from the Opening Date to satisfy themselves with all general due diligence items on the Property. Buyer will prepare and submit to Seller a draft conceptual layout of the proposed development.

(b) Environmental Condition. Buyer must approve all environmental matters pertaining to the Property. Within thirty (30) days following the Opening Date, Seller will provide Buyer copies of any environmental or hazardous materials assessments of the Property in Seller's possession or control. Buyer may undertake such additional studies, tests and assessments as Buyer deems necessary, including, without limitation, a new Phase I or Phase II Environmental Assessment Report for the Property. This contingency expires one hundred eighty (180) days following the Opening Date.

(c) <u>Un-appealable Entitlements and Conditional Use Permits.</u> Buyer must receive all approvals from all applicable authorities having jurisdiction, including, without limitation, governmental and quasi-governmental agencies and utility providers, with conditions acceptable to Buyer, necessary to obtain un-appealable entitlements and conditional use permits (if necessary) for Buyer's intended improvements on the Property (together, "Governmental Approvals"). Seller agrees to cooperate with Buyer in obtaining Governmental Approvals. This contingency expires one hundred eighty (180) days following expiration of the Due Diligence Period, unless Governmental Approvals have not been obtained by such date, in which event Buyer shall be able to extend this contingency for up to two (2) additional periods of sixty (60) days each. At the expiration and/or waiver of this Governmental Approvals contingency, all Earnest Money then on deposit shall be deemed non-refundable, but applicable to the Purchase Price, with no exceptions.

7. CLOSE OF ESCROW: Thirty (30) days following the expiration of the Governmental Approvals period.

8. ESCROW/TITLE: An escrow will be established with Buyer's title company upon the mutual execution of a purchase contract. Seller shall pay the cost of a standard coverage title policy, and Buyer shall pay the cost of extended coverage. Escrow fees shall be shared between the parties.

9. POSSESSION: Possession will be delivered to Buyer upon the close of escrow vacant, with no tenancies or leases in the condition detailed below:

A. Property to be delivered in its present condition.

10. BROKERAGE: Commercial Retail Associates represents the Buyer in this transaction. Buyer shall pay a commission equivalent to 6% of the purchase price to Commercial Retail Associates at the Closing.

11. CONTRACT: This non-binding letter-of-intent is subject to execution of a mutually acceptable purchase contract to be prepared by Buyer, and a binding agreement does not exist until a formal purchase contract is executed by Buyer and Seller.

Should the terms of this letter of intent be acceptable, please sign in the space below and return one fully executed copy to my attention. Evergreen will be incurring significant expenses in reliance upon this letter, and execution by the parties hereto should be considered a mutual commitment to act in good faith to complete a formal purchase agreement incorporating the specific terms set forth above. I look forward to working with you on this transaction.

Yours very truly,
Commercial Retail Associates

Sam T. Bogdanovich

AGREED AND ACCEPTED:

SELLER: Successor Agency of the City of Dinuba

By: _____

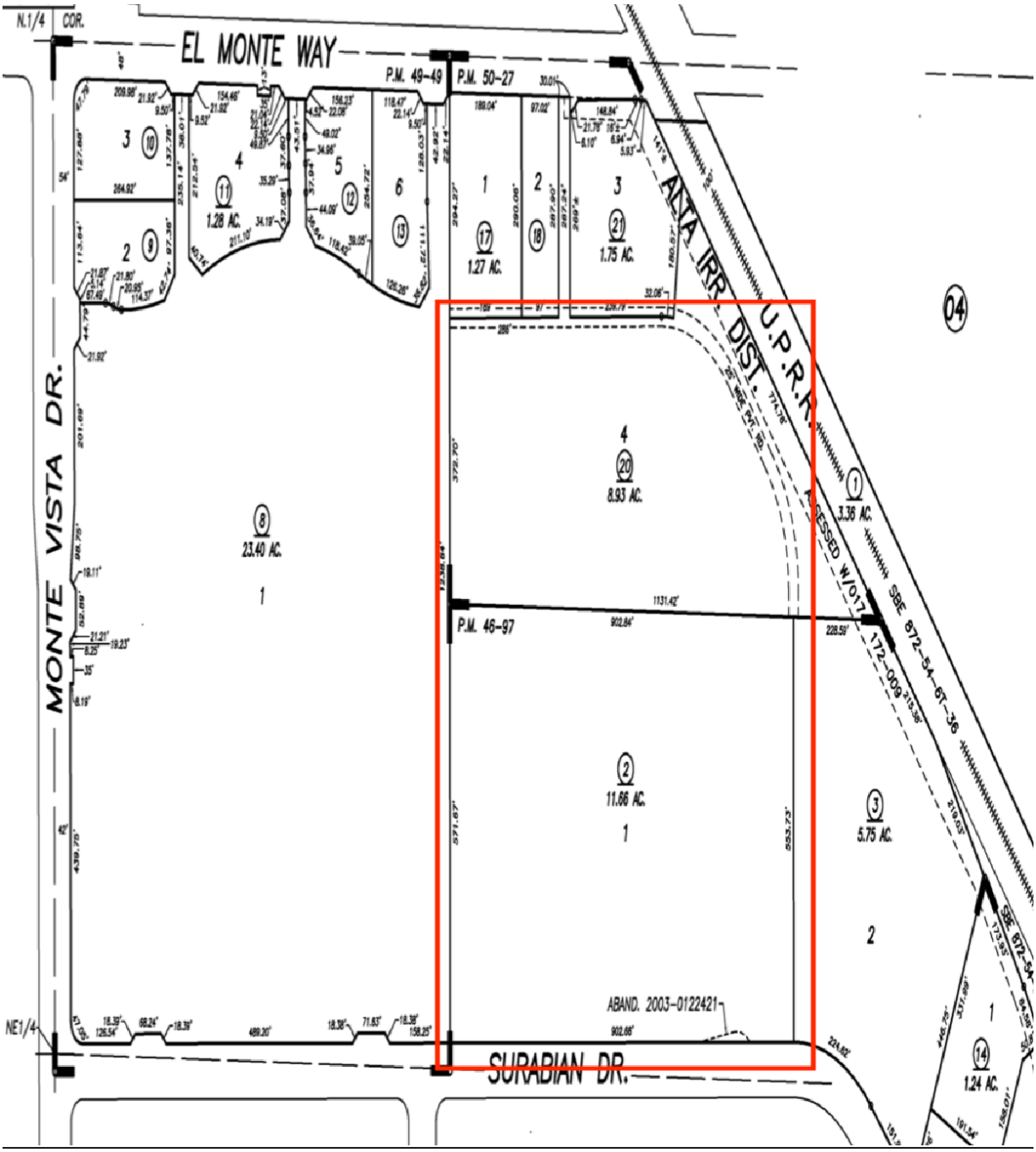
Printed Name: _____

Its:_____

Date: _____

EXHIBIT "A"

Property



City Council Staff Report

Department: CITY MANAGER'S OFFICE January 28, 2020

To: Mayor and City Council

From: Maggie Moreno, Administrative Services Director

By: Linda Barkley, City Clerk

Subject: Warrant Register January 17 & 24, 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 01.17.2020
WR 01.24.2020

Accounts Payable Invoice Report

Payment Date Range 01/13/20 - 01/17/20
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 **1284 - Adams Ashby Group, Inc.**									
2920	Adams Ashby GA	Paid by Check #24154		01/02/2020	01/17/2020	01/17/2020		01/17/2020	4,500.00
		Vendor **1284 - Adams Ashby Group, Inc.** Totals				Invoices	1		$4,500.00
Vendor **348 - Administrative Solutions, Inc.**									
170215	January 2020	Paid by Check #24155		01/02/2020	01/17/2020	01/17/2020		01/17/2020	300.00
		Vendor **348 - Administrative Solutions, Inc.** Totals				Invoices	1		$300.00
Vendor **206 - ADT Security Services, Inc.**									
746406676	Fy 19/20-CS-Security services for rec office 2/20-4/20	Paid by Check #24156		04/30/2020	01/17/2020	01/17/2020	01/13/2020	01/17/2020	161.07
746390747	SECURITY SERVICES FOR 110 S COLLEGE	Paid by Check #24156		01/04/2020	01/17/2020	01/17/2020		01/17/2020	160.44
746406661	SECURITY SERVICES FOR WWTP	Paid by Check #24156		01/04/2020	01/17/2020	01/17/2020		01/17/2020	179.07
		Vendor **206 - ADT Security Services, Inc.** Totals				Invoices	3		$500.58
Vendor **263 - Advantek Benefit Administrators**									
1/10/2020	Fund Request	Paid by Check #24157		01/10/2020	01/17/2020	01/17/2020		01/17/2020	14,345.85
		Vendor **263 - Advantek Benefit Administrators** Totals				Invoices	1		$14,345.85
Vendor **344 - Alameda Electrical Distributors**									
S4694759.001	TRAFFIC SIGNAL MODULES	Paid by Check #24158		12/17/2019	01/17/2020	01/17/2020		01/17/2020	729.12
S4694759.002	FREIGHT FOR TRAFFIC SIGNAL MODULES	Paid by Check #24158		12/27/2019	01/17/2020	01/17/2020		01/17/2020	88.73
		Vendor **344 - Alameda Electrical Distributors** Totals				Invoices	2		$817.85
Vendor **555 - Maria Alaniz**									
Ed. Reimb.9/2019	11/13/2019-12/18/2019	Paid by Check #24159		01/10/2020	01/17/2020	01/17/2020		01/17/2020	134.49
Ed.Reimb.8/2019	8/12/2019-12/20/2019	Paid by Check #24159		01/10/2020	01/17/2020	01/17/2020		01/17/2020	117.00
		Vendor **555 - Maria Alaniz** Totals				Invoices	2		$251.49
Vendor **1058 - Alta District Historical Society, Inc.**									
2019-20	Membership	Paid by Check #24160		01/03/2020	01/17/2020	01/17/2020		01/17/2020	50.00
		Vendor **1058 - Alta District Historical Society, Inc.** Totals				Invoices	1		$50.00
Vendor **351 - Anthem Blue Cross**									
098930319I	Medders 975A79192	Paid by Check #24161		01/07/2020	01/17/2020	01/17/2020		01/17/2020	74.20
		Vendor **351 - Anthem Blue Cross** Totals				Invoices	1		$74.20
Vendor **1505 - ArchiveSocial, Inc.**									
9144	Social Media Archiving	Paid by Check #24162		12/01/2019	01/17/2020	01/17/2020		01/17/2020	2,388.00
		Vendor **1505 - ArchiveSocial, Inc.** Totals				Invoices	1		$2,388.00
Vendor **17 - AT&T**									
25012719611/20	Telephone	Paid by Check #24163		01/01/2020	01/17/2020	01/17/2020		01/17/2020	74.12

Accounts Payable Invoice Report

Payment Date Range 01/13/20 - 01/17/20
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
93910547431/20	Telephone	Paid by Check #24164		01/02/2020	01/17/2020	01/17/2020		01/17/2020	98.82
			Vendor **17 - AT&T** Totals			Invoices	2		$172.94
Vendor **1044 - AutoZone, Inc.**									
2833887009	FLUID RESERVOIR FOR PD 14	Paid by Check #24165		01/07/2020	01/17/2020	01/17/2020		01/17/2020	68.34
			Vendor **1044 - AutoZone, Inc.** Totals			Invoices	1		$68.34
Vendor **376 - BCS Consulting, LLC**									
2020100	IT Services	Paid by Check #24166		01/06/2020	01/17/2020	01/17/2020		01/17/2020	6,200.00
2020101	SAS Hard Drive	Paid by Check #24166		01/06/2020	01/17/2020	01/17/2020		01/17/2020	277.76
			Vendor **376 - BCS Consulting, LLC** Totals			Invoices	2		$6,477.76
Vendor **116 - BSK Analytical Laboratories**									
AD00010	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #24167		01/08/2020	01/17/2020	01/17/2020		01/17/2020	144.00
			Vendor **116 - BSK Analytical Laboratories** Totals			Invoices	1		$144.00
Vendor **364 - California Building Standards Commission**									
10/1-12/31/20BS	2nd Quarter Building Standards payment 19/20	Paid by Check #24168		01/13/2020	01/17/2020	01/17/2020		01/17/2020	789.30
			Vendor **364 - California Building Standards Commission** Totals			Invoices	1		$789.30
Vendor **118 - California Parks & Recreation Society**									
Hurtado 2020	Fy 19/20-CS-CPRS Conf attendance for S.Hurtado 3/11-3/13	Paid by Check #24169		01/13/2020	01/17/2020	01/17/2020	01/10/2020	01/17/2020	495.00
Luna 2020	Fy 19/20-CS-CPRS Conf attendance for E.Luna 3/11-3/13	Paid by Check #24169		01/13/2020	01/17/2020	01/17/2020	01/10/2020	01/17/2020	495.00
Tapia 2020	Fy 19/20-CS-CPRS Conf attendance for M.Tapia 3/11-3/13	Paid by Check #24169		01/13/2020	01/17/2020	01/17/2020	01/10/2020	01/17/2020	495.00
			Vendor **118 - California Parks & Recreation Society** Totals			Invoices	3		$1,485.00
Vendor **94 - California Public Employees Retirement**									
12/12 adj.	Payroll	Paid by EFT #1146		01/10/2020	01/14/2020	01/14/2020		01/14/2020	710.77
12/22/19-1/04/20	Payroll 12/22/19-01/04/20	Paid by EFT #1145		01/10/2020	01/14/2020	01/14/2020		01/14/2020	86,377.39
15902238	2020 RBC	Paid by EFT #1147		01/10/2020	01/14/2020	01/14/2020		01/14/2020	12,042.00
2020-00000346	31 - 457 - Employee CalPERS $*	Paid by EFT #1144		01/10/2020	01/14/2020	01/14/2020		01/14/2020	10,388.21
			Vendor **94 - California Public Employees Retirement** Totals			Invoices	4		$109,518.37
Vendor **305 - Cartozian Air Conditioning and Heating Inc.**									
16414	SERVICE AC UNIT AT PD	Paid by Check #24170		10/23/2019	01/17/2020	01/17/2020		01/17/2020	322.81
			Vendor **305 - Cartozian Air Conditioning and Heating Inc.** Totals			Invoices	1		$322.81
Vendor **903 - Central Valley Fire Prevention Officers Assoc.**									
Doyle 2020	Sean Doyle	Paid by Check #24171		01/13/2020	01/17/2020	01/17/2020		01/17/2020	30.00

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Lopez 2020	Jose Lopez	Paid by Check #24171		01/13/2020	01/17/2020	01/17/2020		01/17/2020	30.00
		Vendor **903 - Central Valley Fire Prevention Officers Assoc.** Totals				Invoices	2		$60.00
Vendor **52 - Chicago Title**									
#8121Garcia	Full Reconveyance 1748 E. Meadow Loan 8121	Paid by Check #24172		01/13/2020	01/17/2020	01/17/2020		01/17/2020	156.00
#8347Lopez	Full Reconceyance 455 N Laurel Dr. -Loan 8347	Paid by Check #24172		01/13/2020	01/17/2020	01/17/2020		01/17/2020	156.00
			Vendor **52 - Chicago Title** Totals			Invoices	2		$312.00
Vendor **333 - Cintas Corporation No. 2**									
4036503258	Contractual	Paid by Check #24173		12/04/2019	01/17/2020	01/17/2020		01/17/2020	71.08
4036503289	Contractual	Paid by Check #24173		12/04/2019	01/17/2020	01/17/2020		01/17/2020	161.83
4036503323	Contractual	Paid by Check #24173		12/04/2019	01/17/2020	01/17/2020		01/17/2020	22.62
4036667866	Contractual	Paid by Check #24173		12/05/2019	01/17/2020	01/17/2020		01/17/2020	92.64
4037195795	Contractual	Paid by Check #24173		12/11/2019	01/17/2020	01/17/2020		01/17/2020	71.08
4037195836	Contractual	Paid by Check #24173		12/11/2019	01/17/2020	01/17/2020		01/17/2020	161.83
4037195925	Contractual	Paid by Check #24173		12/11/2019	01/17/2020	01/17/2020		01/17/2020	51.37
4037337951	Contractual	Paid by Check #24173		12/12/2019	01/17/2020	01/17/2020		01/17/2020	92.64
4037804173	Contractual	Paid by Check #24173		12/18/2019	01/17/2020	01/17/2020		01/17/2020	161.83
4037804174	Contractual	Paid by Check #24173		12/18/2019	01/17/2020	01/17/2020		01/17/2020	71.08
4037804234	Contractual	Paid by Check #24173		12/18/2019	01/17/2020	01/17/2020		01/17/2020	22.62
4037924523	Contractual	Paid by Check #24173		12/19/2019	01/17/2020	01/17/2020		01/17/2020	92.64
4038311931	Contractual	Paid by Check #24173		12/24/2019	01/17/2020	01/17/2020		01/17/2020	161.83
4038311988	Contractual	Paid by Check #24173		12/24/2019	01/17/2020	01/17/2020		01/17/2020	71.08
4038312005	Contractual	Paid by Check #24173		12/24/2019	01/17/2020	01/17/2020		01/17/2020	51.37
4038468745	Contractual	Paid by Check #24173		12/26/2019	01/17/2020	01/17/2020		01/17/2020	92.64
4038875073	Contractual	Paid by Check #24173		12/31/2019	01/17/2020	01/17/2020		01/17/2020	71.08
4038875104	Contractual	Paid by Check #24173		12/31/2019	01/17/2020	01/17/2020		01/17/2020	161.83
4038875105	Contractual	Paid by Check #24173		12/31/2019	01/17/2020	01/17/2020		01/17/2020	22.62
4036668002	Contractual	Paid by Check #24173		12/05/2019	01/17/2020	01/17/2020		01/17/2020	78.19
4037338269	Contractual	Paid by Check #24173		12/12/2019	01/17/2020	01/17/2020		01/17/2020	76.73
4037924448	Contractual	Paid by Check #24173		12/19/2019	01/17/2020	01/17/2020		01/17/2020	74.23
4038468827	Parks	Paid by Check #24173		12/26/2019	01/17/2020	01/17/2020		01/17/2020	76.73
4036667907	Contractual	Paid by Check #24173		12/05/2019	01/17/2020	01/17/2020		01/17/2020	135.53
4036668047	Contractual	Paid by Check #24173		12/05/2019	01/17/2020	01/17/2020		01/17/2020	199.34
4037338101	Contractual	Paid by Check #24173		12/12/2019	01/17/2020	01/17/2020		01/17/2020	199.34
4037338218	Contractual	Paid by Check #24173		12/12/2019	01/17/2020	01/17/2020		01/17/2020	135.53
4037924535	Contractual	Paid by Check #24173		12/19/2019	01/17/2020	01/17/2020		01/17/2020	135.53
4037924602	Contractual	Paid by Check #24173		12/19/2019	01/17/2020	01/17/2020		01/17/2020	209.34
4038468836	Contractual	Paid by Check #24173		12/26/2019	01/17/2020	01/17/2020		01/17/2020	135.53
4038468839	Contractual	Paid by Check #24173		12/26/2019	01/17/2020	01/17/2020		01/17/2020	256.90
4038875134	Transit 12/31/2019	Paid by Check #24173		12/31/2019	01/17/2020	01/17/2020		01/17/2020	40.38

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		Vendor **333 - Cintas Corporation No. 2** Totals				Invoices	32		$3,459.01
Vendor **369 - City of Kingsburg**									
19	Firemed Memberships 8/1/19 - 1/20/2020	Paid by Check #24174		01/17/2020	01/17/2020	01/17/2020		01/17/2020	16,720.00
		Vendor **369 - City of Kingsburg** Totals				Invoices	1		$16,720.00
Vendor **824 - City of Selma**									
17	Firemed Memberships 8/1/19 - 1/20/2020	Paid by Check #24175		01/17/2020	01/17/2020	01/17/2020		01/17/2020	5,830.00
		Vendor **824 - City of Selma** Totals				Invoices	1		$5,830.00
Vendor **240 - Clean Cut Landscape Management Inc.**									
2291	December 2020	Paid by Check #24176		12/31/2019	01/17/2020	01/17/2020		01/17/2020	16,799.00
		Vendor **240 - Clean Cut Landscape Management Inc.** Totals				Invoices	1		$16,799.00
Vendor **274 - Code Publishing Company**									
65675	Annual Web Fees	Paid by Check #24177		01/01/2020	01/17/2020	01/17/2020		01/17/2020	480.00
		Vendor **274 - Code Publishing Company** Totals				Invoices	1		$480.00
Vendor **170 - Comcast**									
0135597 1/2/2020	Communications	Paid by Check #24178		01/02/2020	01/17/2020	01/17/2020		01/17/2020	69.67
		Vendor **170 - Comcast** Totals				Invoices	1		$69.67
Vendor **1187 - Cromer Equipment**									
30024112	REMOVE AND REBUILD FUEL INJECTION PUMP FOR E 02	Paid by Check #24179		12/31/2019	01/17/2020	01/17/2020		01/17/2020	4,138.45
		Vendor **1187 - Cromer Equipment** Totals				Invoices	1		$4,138.45
Vendor **1000 - Cipriano Del Real**									
Educ Reimb. 1/20	Educational Reimbursement	Paid by Check #24180		12/03/2019	01/17/2020	01/17/2020		01/17/2020	200.00
		Vendor **1000 - Cipriano Del Real** Totals				Invoices	1		$200.00
Vendor **200 - Dinuba Unified School District**									
1575	DSC - Dec. 2019 Senior Meals	Paid by Check #24181		01/06/2020	01/17/2020	01/17/2020		01/17/2020	2,200.00
		Vendor **200 - Dinuba Unified School District** Totals				Invoices	1		$2,200.00
Vendor **550 - Division of the State Architect**									
10/1-12/31/20SB	2nd Quarter SB1186 Payment 19/20	Paid by Check #24182		01/13/2020	01/17/2020	01/17/2020		01/17/2020	46.80
		Vendor **550 - Division of the State Architect** Totals				Invoices	1		$46.80
Vendor **552 - Dragnet Pest Control**									
1283-07Jan2020	DSC Pest Control Service	Paid by Check #24183		01/02/2020	01/17/2020	01/17/2020		01/17/2020	65.00
		Vendor **552 - Dragnet Pest Control** Totals				Invoices	1		$65.00

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Vendor **113 - Employment Development Department**									
2020-00000347	CA SDI - CA SDI*	Paid by EFT #31274		01/10/2020	01/14/2020	01/14/2020		01/14/2020	12,846.35
		Vendor **113 - Employment Development Department** Totals				Invoices		1	$12,846.35
Vendor **1506 - Enterprise FM Trust**									
FBN3867645	Fy 19/20-Parks-Leased trks for Jan. 2020	Paid by Check #24184		01/04/2020	01/17/2020	01/17/2020	01/06/2020	01/17/2020	1,802.72
		Vendor **1506 - Enterprise FM Trust** Totals				Invoices		1	$1,802.72
Vendor **1516 - ERIKS North America, Inc.**									
FR035218	CLARIFIER SCRAPPERS	Paid by Check #24185		12/20/2019	01/17/2020	01/17/2020		01/17/2020	316.14
		Vendor **1516 - ERIKS North America, Inc.** Totals				Invoices		1	$316.14
Vendor **1617 - Felland Construction, Inc.**									
18189	Felland Const Police Reroof Damages	Paid by Check #24186		01/13/2020	01/17/2020	01/17/2020		01/17/2020	11,658.41
		Vendor **1617 - Felland Construction, Inc.** Totals				Invoices		1	$11,658.41
Vendor **1244 - Fire Apparatus Solutions**									
15473	AIR BAG CONTROL VALVE FOR E31	Paid by Check #24187		09/27/2019	01/17/2020	01/17/2020		01/17/2020	569.47
15946	POWER SEAT BASE FOR E31	Paid by Check #24187		12/18/2019	01/17/2020	01/17/2020		01/17/2020	1,591.93
		Vendor **1244 - Fire Apparatus Solutions** Totals				Invoices		2	$2,161.40
Vendor **696 - Crystal Flores**									
SafetyReimb 1/20	Miscellaneous	Paid by Check #24188		01/10/2020	01/17/2020	01/17/2020		01/17/2020	71.00
		Vendor **696 - Crystal Flores** Totals				Invoices		1	$71.00
Vendor **588 - Lorena Gamboa**									
SafetyReim1/2020	Miscellaneous	Paid by Check #24189		01/10/2020	01/17/2020	01/17/2020		01/17/2020	13.00
		Vendor **588 - Lorena Gamboa** Totals				Invoices		1	$13.00
Vendor **1361 - GameTime, Inc.**									
94226-01-06Q	Fy 19/20-CS-Poured surfacing/stone base, prev wages and install	Paid by Check #24190		01/10/2020	01/17/2020	01/17/2020	01/10/2020	01/17/2020	27,865.00
		Vendor **1361 - GameTime, Inc.** Totals				Invoices		1	$27,865.00
Vendor **18 - The Gas Company**									
099015580081/20	405 El Monte	Paid by Check #24191		01/07/2020	01/17/2020	01/17/2020		01/17/2020	378.25
155715804201/20	January 2020	Paid by Check #24191		01/07/2020	01/17/2020	01/17/2020		01/17/2020	271.07
162015800041/20	January 2020	Paid by Check #24191		01/07/2020	01/17/2020	01/17/2020		01/17/2020	135.79
126315560031/20	DSC - Gas Co. 12/3/19 - 1/4/2020	Paid by Check #24191		01/07/2020	01/17/2020	01/17/2020		01/17/2020	375.82
168351381871/20	Transit 12/03/19-01/04/2020	Paid by Check #24191		01/07/2020	01/17/2020	01/17/2020		01/17/2020	202.59

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			Vendor **18 - The Gas Company** Totals			Invoices	5		$1,363.52
Vendor **712 - Golden State Overnight**									
4096069	POSTAGE FEES	Paid by Check #24192		12/31/2019	01/17/2020	01/17/2020		01/17/2020	34.74
			Vendor **712 - Golden State Overnight** Totals			Invoices	1		$34.74
Vendor **242 - Green Box Rentals, Inc.**									
70424	Fy 19/20-CS-Rental for storage container @ rec center	Paid by Check #24193		01/07/2020	01/17/2020	01/17/2020	01/07/2020	01/17/2020	70.53
			Vendor **242 - Green Box Rentals, Inc.** Totals			Invoices	1		$70.53
Vendor **139 - Henry Schein Inc.**									
72479113	Supplies	Paid by Check #24194		01/02/2020	01/17/2020	01/17/2020		01/17/2020	484.86
			Vendor **139 - Henry Schein Inc.** Totals			Invoices	1		$484.86
Vendor **174 - Howard's Pest Control**									
0279970	January 2020	Paid by Check #24195		01/04/2020	01/17/2020	01/17/2020		01/17/2020	63.00
0279383	Fy 19/20-Parks-Pest control for Delgado/KC parks	Paid by Check #24195		12/02/2019	01/17/2020	01/17/2020	01/09/2020	01/17/2020	36.00
0279973	Fy 19/20-Parks-Pest control for Vuich park	Paid by Check #24195		01/06/2020	01/17/2020	01/17/2020	01/09/2020	01/17/2020	55.00
0279855	PEST CONTROL - WWTP	Paid by Check #24195		01/02/2020	01/17/2020	01/17/2020		01/17/2020	35.00
0279974	Transit 1/6/2020	Paid by Check #24195		01/04/2020	01/17/2020	01/17/2020		01/17/2020	50.00
0280104	Customer No. KA1088	Paid by Check #24195		01/08/2020	01/17/2020	01/17/2020		01/17/2020	105.00
			Vendor **174 - Howard's Pest Control** Totals			Invoices	6		$344.00
Vendor **565 - Stephanie Hurtado**									
SafetyReim1/2020	Miscellaneous	Paid by Check #24196		01/10/2020	01/17/2020	01/17/2020		01/17/2020	63.00
			Vendor **565 - Stephanie Hurtado** Totals			Invoices	1		$63.00
Vendor **974 - InfoSend, Inc.**									
164676	UTILITY BILLING 1/20 & DELINQ. REMINDERS 12/19	Paid by Check #24197		12/31/2019	01/17/2020	01/17/2020		01/17/2020	4,143.62
			Vendor **974 - InfoSend, Inc.** Totals			Invoices	1		$4,143.62
Vendor **856 - Internal Revenue Service**									
2020-00000348	FICA - FICA*	Paid by EFT #31275		01/10/2020	01/14/2020	01/14/2020		01/14/2020	52,864.45
			Vendor **856 - Internal Revenue Service** Totals			Invoices	1		$52,864.45
Vendor **837 - International Institute of Municipal Clerks**									
10916 2020	Renewal	Paid by Check #24198		12/12/2019	01/17/2020	01/17/2020		01/17/2020	235.00
			Vendor **837 - International Institute of Municipal Clerks** Totals			Invoices	1		$235.00
Vendor **6 - Jim Manning Dodge Inc.**									
146374DOR	AA PUSH PIN FOR PD10	Paid by Check #24199		01/06/2020	01/17/2020	01/17/2020		01/17/2020	53.71
146385DOR	AB FLUID - INVENTORY	Paid by Check #24199		01/07/2020	01/17/2020	01/17/2020		01/17/2020	52.15

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		Vendor **6 - Jim Manning Dodge Inc.** Totals				Invoices	2		$105.86
Vendor **5 - Jorgensen & Co.**									
5852304	FIRE ALARM REPAIR - PW	Paid by Check #24200		12/27/2019	01/17/2020	01/17/2020		01/17/2020	330.00
5852736	FIRE ALARM REPAIR - PW	Paid by Check #24200		12/30/2019	01/17/2020	01/17/2020		01/17/2020	402.50
		Vendor **5 - Jorgensen & Co.** Totals				Invoices	2		$732.50
Vendor **1536 - Kings River Casting, Inc.**									
35903	Fy 19/20-Parks-Purchase of a bench/Roosevelt prk "in memory"	Paid by Check #24201		12/30/2019	01/17/2020	01/17/2020	01/07/2020	01/17/2020	1,396.40
		Vendor **1536 - Kings River Casting, Inc.** Totals				Invoices	1		$1,396.40
Vendor **53 - League of California Cities**									
7828	Dues 2020	Paid by Check #24202		01/01/2020	01/17/2020	01/17/2020		01/17/2020	198.50
		Vendor **53 - League of California Cities** Totals				Invoices	1		$198.50
Vendor **756 - Leisle Electric Inc.**									
031921	OVERHAUL ALTERNATOR FOR E 32	Paid by Check #24203		01/02/2020	01/17/2020	01/17/2020		01/17/2020	553.81
		Vendor **756 - Leisle Electric Inc.** Totals				Invoices	1		$553.81
Vendor **449 - Les Schwab Tire Centers of Central California**									
55100210975	TIRES FOR PD5	Paid by Check #24204		01/08/2020	01/17/2020	01/17/2020		01/17/2020	747.61
		Vendor **449 - Les Schwab Tire Centers of Central California** Totals				Invoices	1		$747.61
Vendor **801 - LexisNexis Mathew Bender**									
16073754	Supplies	Paid by Check #24205		12/20/2019	01/17/2020	01/17/2020		01/17/2020	664.69
		Vendor **801 - LexisNexis Mathew Bender** Totals				Invoices	1		$664.69
Vendor **587 - Jacqueline Lopez**									
SafetyReimb 1/20	Miscellaneous	Paid by Check #24206		01/10/2020	01/17/2020	01/17/2020		01/17/2020	53.00
		Vendor **587 - Jacqueline Lopez** Totals				Invoices	1		$53.00
Vendor **184 - Maximus**									
102452.01.11-02	FY 18/19	Paid by Check #24207		12/31/2019	01/17/2020	01/17/2020		01/17/2020	3,120.00
		Vendor **184 - Maximus** Totals				Invoices	1		$3,120.00
Vendor **160 - Mid Valley Publishing Inc.**									
0318325-IN	Christmas Parade Ad	Paid by Check #24208		12/05/2019	01/17/2020	01/17/2020		01/17/2020	350.00
0318537-IN	Ord #2020-01	Paid by Check #24208		12/26/2019	01/17/2020	01/17/2020		01/17/2020	105.00
		Vendor **160 - Mid Valley Publishing Inc.** Totals				Invoices	2		$455.00
Vendor **590 - Guadalupe Montejano**									
SafetyReim1/2020	Miscellaneous	Paid by Check #24209		01/10/2020	01/17/2020	01/17/2020		01/17/2020	130.00
		Vendor **590 - Guadalupe Montejano** Totals				Invoices	1		$130.00

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Vendor **22 - Moore Twining Associates Inc.**									
0123342	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #24210		01/08/2020	01/17/2020	01/17/2020		01/17/2020	88.00
0123343	WATER SAMPLE TESTING WWTP - IN HOUSE	Paid by Check #24210		01/08/2020	01/17/2020	01/17/2020		01/17/2020	108.00
		Vendor **22 - Moore Twining Associates Inc.** Totals				Invoices	2		$196.00
Vendor **838 - Moy & Associates**									
#2019/20-01	DART Bid process	Paid by Check #24211		01/08/2020	01/17/2020	01/17/2020		01/17/2020	8,851.00
		Vendor **838 - Moy & Associates** Totals				Invoices	1		$8,851.00
Vendor **284 - MV Transportation, Inc.**									
105364	December 2019 Monthly Billing	Paid by Check #24212		01/02/2020	01/17/2020	01/17/2020		01/17/2020	50,709.64
		Vendor **284 - MV Transportation, Inc.** Totals				Invoices	1		$50,709.64
Vendor **142 - Office Depot BSD**									
421970982001	Office Supplies - Office Depot	Paid by Check #24213		12/27/2019	01/17/2020	01/17/2020		01/17/2020	357.94
		Vendor **142 - Office Depot BSD** Totals				Invoices	1		$357.94
Vendor **76 - Pacific Gas & Electric**									
2337501511412.19	250 Saginaw	Paid by Check #24214		12/31/2019	01/17/2020	01/17/2020		01/17/2020	26.33
7022723403912.19	1480 El Monte	Paid by Check #24214		12/31/2019	01/17/2020	01/17/2020		01/17/2020	295.92
9001498229312.19	Utilities	Paid by Check #24214		12/31/2019	01/17/2020	01/17/2020		01/17/2020	1,064.40
9146744205812/19	Utilities	Paid by Check #24214		12/26/2019	01/17/2020	01/17/2020		01/17/2020	32.57
0766265341412/19	1300 Rosemary	Paid by Check #24214		12/27/2019	01/17/2020	01/17/2020		01/17/2020	163.82
1349551825312/19	1300 Saginaw	Paid by Check #24214		12/27/2019	01/17/2020	01/17/2020		01/17/2020	22.83
3600674390412/19	698 Lincoln	Paid by Check #24215		12/27/2019	01/17/2020	01/17/2020		01/17/2020	79.68
4689942560012/19	1101 Viscaya	Paid by Check #24215		12/27/2019	01/17/2020	01/17/2020		01/17/2020	10.58
4979039280412.19	DSC Electricity 11/26 - 12/26/19	Paid by Check #24214		12/27/2019	01/17/2020	01/17/2020		01/17/2020	836.99
5564264294012/19	Viscaya	Paid by Check #24215		12/27/2019	01/17/2020	01/17/2020		01/17/2020	111.97
6220088828712/19	El Monte/McKinley	Paid by Check #24215		12/27/2019	01/17/2020	01/17/2020		01/17/2020	38.54
6782667017512/19	Alice/North Way	Paid by Check #24215		12/27/2019	01/17/2020	01/17/2020		01/17/2020	168.46
7905465742812/19	1150 Nebraska	Paid by Check #24215		12/27/2019	01/17/2020	01/17/2020		01/17/2020	10.18
8116588543512/19	1920 Lauren	Paid by Check #24215		12/27/2019	01/17/2020	01/17/2020		01/17/2020	54.24
575149843761/20	139 N K ST	Paid by Check #24215		01/02/2020	01/17/2020	01/17/2020		01/17/2020	56.76
5027356573412/19	Utilities	Paid by Check #24218		12/11/2019	01/17/2020	01/17/2020		01/17/2020	43.06
8474719951512/19	Utilities	Paid by Check #24220		12/11/2019	01/17/2020	01/17/2020		01/17/2020	70.95
0007886245-5	Utilities	Paid by Check #24214		12/16/2019	01/17/2020	01/17/2020		01/17/2020	61.19
6407995725012/19	Utilities	Paid by Check #24218		12/16/2019	01/17/2020	01/17/2020		01/17/2020	812.63
7232679737912/19	Utilities	Paid by Check #24219		12/16/2019	01/17/2020	01/17/2020		01/17/2020	13,540.73
3380779542312/20	2007 Crawford	Paid by Check #24217		12/17/2019	01/17/2020	01/17/2020		01/17/2020	1,065.25
8866956432512/19	Utilities	Paid by Check #24220		12/18/2019	01/17/2020	01/17/2020		01/17/2020	1,174.49
6744215678112/19	6675 Ave 412	Paid by Check #24219		12/19/2019	01/17/2020	01/17/2020		01/17/2020	2,133.59

Accounts Payable Invoice Report

Payment Date Range 01/13/20 - 01/17/20
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
5949665550312.19	Utilities	Paid by Check #24218		12/23/2019	01/17/2020	01/17/2020		01/17/2020	30.67
0375636985012/19	RD 76 & 416	Paid by Check #24214		12/26/2019	01/17/2020	01/17/2020		01/17/2020	77.37
0418167531712/19	RD 72 & Sierra	Paid by Check #24214		12/27/2019	01/17/2020	01/17/2020		01/17/2020	171.98
0584832101312/19	Crawford/Gerald	Paid by Check #24216		12/27/2019	01/17/2020	01/17/2020		01/17/2020	68.83
3120184832712/19	7987 Sierra	Paid by Check #24216		12/27/2019	01/17/2020	01/17/2020		01/17/2020	10,130.86
3230483783712/19	Hayes/Gerald	Paid by Check #24216		12/27/2019	01/17/2020	01/17/2020		01/17/2020	18.37
4592247189612/19	111 Hayes	Paid by Check #24217		12/27/2019	01/17/2020	01/17/2020		01/17/2020	37.42
5883091940112/19	Utilities	Paid by Check #24218		12/27/2019	01/17/2020	01/17/2020		01/17/2020	28.19
8218800681912.19	2099 Sierra	Paid by Check #24219		12/27/2019	01/17/2020	01/17/2020		01/17/2020	1,236.59
8376497226712/19	Utilities	Paid by Check #24219		12/27/2019	01/17/2020	01/17/2020		01/17/2020	108.22
8968787345812/19	651 Saginaw	Paid by Check #24220		12/27/2019	01/17/2020	01/17/2020		01/17/2020	169.21
9492174922512/19	1315 Euclid	Paid by Check #24220		12/27/2019	01/17/2020	01/17/2020		01/17/2020	10.18
4772157652912/19	Alta/El Monte	Paid by Check #24217		12/29/2019	01/17/2020	01/17/2020		01/17/2020	134.70
5355488862712/19	Utilities	Paid by Check #24218		12/29/2019	01/17/2020	01/17/2020		01/17/2020	54.58
5657667089912/19	Utilities	Paid by Check #24218		12/29/2019	01/17/2020	01/17/2020		01/17/2020	70.64
6657667025212/19	Utilities	Paid by Check #24219		12/29/2019	01/17/2020	01/17/2020		01/17/2020	53.82
8647150103012/19	Utilities	Paid by Check #24220		12/29/2019	01/17/2020	01/17/2020		01/17/2020	52.69
4751971656812/19	Hayes/Edwards	Paid by Check #24217		12/30/2019	01/17/2020	01/17/2020		01/17/2020	32.88
4895917202312/19	1286 Euclid	Paid by Check #24217		12/30/2019	01/17/2020	01/17/2020		01/17/2020	10.84
4939694448712/19	110 College	Paid by Check #24217		12/30/2019	01/17/2020	01/17/2020		01/17/2020	12.17
1686600158512.19	2255 El Monte Way	Paid by Check #24216		12/31/2019	01/17/2020	01/17/2020		01/17/2020	54.62
2125236871312.19	1215 El Monte Way	Paid by Check #24216		12/31/2019	01/17/2020	01/17/2020		01/17/2020	78.31
5064695483912.19	Utilities	Paid by Check #24218		12/31/2019	01/17/2020	01/17/2020		01/17/2020	98.08
8397932225812.19	3481 El Monte	Paid by Check #24219		12/31/2019	01/17/2020	01/17/2020		01/17/2020	30.22
8981923387812.19	150 Saginaw	Paid by Check #24220		12/31/2019	01/17/2020	01/17/2020		01/17/2020	56.31
9237058126312.19	2813 El Monte Way	Paid by Check #24220		12/31/2019	01/17/2020	01/17/2020		01/17/2020	67.38
057129638251/20	Utilities	Paid by Check #24214		01/02/2020	01/17/2020	01/17/2020		01/17/2020	90.18
141629409451/20	389 El Monte Way	Paid by Check #24216		01/02/2020	01/17/2020	01/17/2020		01/17/2020	49.82
335464179661/20	Kamm/O	Paid by Check #24217		01/02/2020	01/17/2020	01/17/2020		01/17/2020	64.49
714934640941/20	Utilities	Paid by Check #24219		01/02/2020	01/17/2020	01/17/2020		01/17/2020	1,310.44
		Vendor	**76 - Pacific Gas & Electric** Totals			Invoices	53		$36,285.22
Vendor **265 - Pape Machinery Inc.**									
11831316	BOLT FOR BACKHOE BLADE	Paid by Check #24221		01/02/2020	01/17/2020	01/17/2020		01/17/2020	17.79
		Vendor	**265 - Pape Machinery Inc.** Totals			Invoices	1		$17.79
Vendor **686 - Elva Patino**									
SafetyReim1/2020	Miscellaneous	Paid by Check #24222		01/10/2020	01/17/2020	01/17/2020		01/17/2020	55.75
Ed.Reimb 1/20	8/12/19-12/17/19	Paid by Check #24222		01/06/2020	01/17/2020	01/17/2020		01/17/2020	319.76
		Vendor	**686 - Elva Patino** Totals			Invoices	2		$375.51
Vendor **7 - Pena's Disposal Services**									

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Payment Date Range 01/13/20 - 01/17/20
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
1/20 for 12/19	January 20 payment for December 2019 Disposal	Paid by Check #24223		01/13/2020	01/17/2020	01/17/2020		01/17/2020	121,455.58
FEBRUARY 2020	DISPOSAL CONTRACT PAYMENT FOR FEBRUARY 2020	Paid by Check #24223		02/01/2020	01/17/2020	01/17/2020		01/17/2020	60,000.00
485813	YARD WASTE - SELF HAUL	Paid by Check #24223		01/02/2020	01/17/2020	01/17/2020		01/17/2020	50.00
		Vendor **7 - Pena's Disposal Services** Totals				Invoices	3		$181,505.58
Vendor **1622 - Piry Appliances**									
0270245	Repairs	Paid by Check #24224		01/06/2020	01/17/2020	01/17/2020		01/17/2020	45.00
		Vendor **1622 - Piry Appliances** Totals				Invoices	1		$45.00
Vendor **797 - Safety Network Traffic Control Services, Inc.**									
TS-11511	SIGNS AND PARTS	Paid by Check #24225		01/08/2020	01/17/2020	01/17/2020		01/17/2020	1,532.82
		Vendor **797 - Safety Network Traffic Control Services, Inc.** Totals				Invoices	1		$1,532.82
Vendor **42 - Scout Specialties**									
130656	SHOP SUPPLIES	Paid by Check #24226		12/30/2019	01/17/2020	01/17/2020		01/17/2020	404.71
131439	SHOP SUPPLIES	Paid by Check #24226		12/31/2019	01/17/2020	01/17/2020		01/17/2020	124.81
		Vendor **42 - Scout Specialties** Totals				Invoices	2		$529.52
Vendor **61 - Silvas Oil Company Inc.**									
160784CT	Fuels	Paid by Check #24227		12/31/2019	01/17/2020	01/17/2020		01/17/2020	391.34
		Vendor **61 - Silvas Oil Company Inc.** Totals				Invoices	1		$391.34
Vendor **361 - SJVAPCD**									
S148906	PERMIT FEES FOR FACILITY ID S6533	Paid by Check #24228		01/02/2020	01/17/2020	01/17/2020		01/17/2020	143.00
		Vendor **361 - SJVAPCD** Totals				Invoices	1		$143.00
Vendor **229 - Snap on Tools**									
01032052370	SHOP TOOLS	Paid by Check #24229		01/03/2020	01/17/2020	01/17/2020		01/17/2020	162.75
01102052522	SHOP TOOLS	Paid by Check #24229		01/10/2020	01/17/2020	01/17/2020		01/17/2020	105.79
		Vendor **229 - Snap on Tools** Totals				Invoices	2		$268.54
Vendor **1396 - Social Vocational Services, Inc.**									
40L1904-IN	Fy 19/20-Parks-Grounds Maint. Crew #1/#2 for parks	Paid by Check #24230		12/31/2019	01/17/2020	01/17/2020	01/08/2020	01/17/2020	1,775.00
39L1908-IN	LITTER & WEED ABATEMENT - DECEMBER 2019	Paid by Check #24230		12/31/2019	01/17/2020	01/17/2020		01/17/2020	1,375.00
		Vendor **1396 - Social Vocational Services, Inc.** Totals				Invoices	2		$3,150.00
Vendor **1242 - State of California Emergency Medical Services**									
Medic Recert2020	State Medic Recert Toyota	Paid by Check #24231		01/13/2020	01/17/2020	01/17/2020		01/17/2020	200.00
		Vendor **1242 - State of California Emergency Medical Services** Totals				Invoices	1		$200.00
Vendor **189 - Terminix International**									

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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
392732748	Contractual	Paid by Check #24232		12/16/2019	01/17/2020	01/17/2020		01/17/2020	40.00
392751369	Fy 19/20-CS-Pest control for recreation center	Paid by Check #24232		12/16/2019	01/17/2020	01/17/2020		01/17/2020	61.00
		Vendor **189 - Terminix International** Totals				Invoices	2		$101.00
Vendor **1082 - 3R Construction or The Island Convention Center**									
005013	3R Const removal sign PW building	Paid by Check #24233		12/12/2019	01/17/2020	01/17/2020		01/17/2020	2,135.00
		Vendor **1082 - 3R Construction or The Island Convention Center** Totals				Invoices	1		$2,135.00
Vendor **261 - Thyssenkrupp Elevator Corp.**									
3005025332	Vocational Center	Paid by Check #24234		01/01/2020	01/17/2020	01/17/2020		01/17/2020	523.04
		Vendor **261 - Thyssenkrupp Elevator Corp.** Totals				Invoices	1		$523.04
Vendor **329 - Townsend Public Affairs**									
15495	Consulting Services	Paid by Check #24235		01/01/2020	01/17/2020	01/17/2020		01/17/2020	4,000.00
		Vendor **329 - Townsend Public Affairs** Totals				Invoices	1		$4,000.00
Vendor **615 - Yoshimi Toyota**									
Educ Reimb. 1/20	Educational Reimbursement	Paid by Check #24236		11/27/2019	01/17/2020	01/17/2020		01/17/2020	200.00
		Vendor **615 - Yoshimi Toyota** Totals				Invoices	1		$200.00
Vendor **902 - Tractor Supply Credit Plan**									
0027 12/30/19	Supplies	Paid by Check #24237		12/30/2019	01/17/2020	01/17/2020		01/17/2020	314.59
		Vendor **902 - Tractor Supply Credit Plan** Totals				Invoices	1		$314.59
Vendor **1352 - Trizetto Provider Solutions, LLC**									
3U2501200	Contractual	Paid by Check #24238		01/01/2020	01/17/2020	01/17/2020		01/17/2020	183.83
		Vendor **1352 - Trizetto Provider Solutions, LLC** Totals				Invoices	1		$183.83
Vendor **49 - Tulare County**									
17725	Professional Services	Paid by Check #24239		01/08/2020	01/17/2020	01/17/2020		01/17/2020	316.25
		Vendor **49 - Tulare County** Totals				Invoices	1		$316.25
Vendor **273 - US Bank**									
403182959	Copy Machines	Paid by Check #24242		12/26/2019	01/17/2020	01/17/2020		01/17/2020	2,947.99
402697874	DSC Copier	Paid by Check #24240		12/20/2019	01/17/2020	01/17/2020		01/17/2020	222.02
403365711	ACCT# 530029 - PW COPIER	Paid by Check #24241		12/27/2019	01/17/2020	01/17/2020		01/17/2020	2,737.58
		Vendor **273 - US Bank** Totals				Invoices	3		$5,907.59
Vendor **359 - Valero Marketing & Supply Company**									
71076939 1/20	December 2019	Paid by Check #24243		01/08/2020	01/17/2020	01/17/2020		01/17/2020	3,821.40
71077309 1/8/20	Fuels	Paid by Check #24244		01/08/2020	01/17/2020	01/17/2020		01/17/2020	4,604.68
		Vendor **359 - Valero Marketing & Supply Company** Totals				Invoices	2		$8,426.08

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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 **129 - Valley Industrial & Family Medical Group**									
392117	DOT EXAM - ADAM FLORES	Paid by Check #24245		12/31/2019	01/17/2020	01/17/2020		01/17/2020	100.00
		Vendor **129 - Valley Industrial & Family Medical Group** Totals				Invoices	1		$100.00
Vendor **820 - Vulcan Materials Company**									
72448899	AGGREGATE & ASPHALT	Paid by Check #24246		12/27/2019	01/17/2020	01/17/2020		01/17/2020	547.47
72448900	AGGREGATE & ASPHALT	Paid by Check #24246		12/27/2019	01/17/2020	01/17/2020		01/17/2020	305.70
72448901	AGGREGATE & ASPHALT	Paid by Check #24246		12/27/2019	01/17/2020	01/17/2020		01/17/2020	576.63
72452785	AGGREGATE & ASPHALT	Paid by Check #24246		12/31/2019	01/17/2020	01/17/2020		01/17/2020	385.00
		Vendor **820 - Vulcan Materials Company** Totals				Invoices	4		$1,814.80
Vendor **14 - W & E Electric**									
1912005	CRAWFORD & TERRACE STORM LIFT PUMP, CONNECT REBUILT MOTOR & CHEC	Paid by Check #24247		12/01/2019	01/17/2020	01/17/2020		01/17/2020	90.00
1912006	W & E Electric Police Dept	Paid by Check #24247		12/01/2019	01/17/2020	01/17/2020		01/17/2020	270.00
1912078	CRAWFORD RESERVOIR-REPLACED VFD CONTROL BOARD	Paid by Check #24247		12/01/2019	01/17/2020	01/17/2020		01/17/2020	578.92
1912047	STORM LIFT PUMPS ON NORTH WAY E OF ALTA	Paid by Check #24247		12/04/2019	01/17/2020	01/17/2020		01/17/2020	90.00
1912079	STORM LIFT PUMP NORTHWAY W OF ALTA	Paid by Check #24247		12/06/2019	01/17/2020	01/17/2020		01/17/2020	332.25
1912049	TULARE & URUAPAN-LOCATE UG CONDUIT	Paid by Check #24247		12/09/2019	01/17/2020	01/17/2020		01/17/2020	90.00
1912050	CRAWFORD & TERRACE DR-REPLACE BAD STORM DRAIN PUMP	Paid by Check #24247		12/09/2019	01/17/2020	01/17/2020		01/17/2020	257.91
1912101	CHECK PLUG UNDER CARPORT	Paid by Check #24247		12/18/2019	01/17/2020	01/17/2020		01/17/2020	90.00
		Vendor **14 - W & E Electric** Totals				Invoices	8		$1,799.08
Vendor **549 - Wal-Mart**									
2508 1/3/20	DSC WalMart Charges 12/3 - 12/31/19	Paid by Check #24248		01/03/2020	01/17/2020	01/17/2020		01/17/2020	247.90
		Vendor **549 - Wal-Mart** Totals				Invoices	1		$247.90
Vendor **1313 - Yepez Plumbing**									
05544	UNCLOGGED ROOF DRAIN	Paid by Check #24249		11/27/2019	01/17/2020	01/17/2020		01/17/2020	140.00
05616	LOCATED BROKEN WATER LINE AT PD	Paid by Check #24249		12/18/2019	01/17/2020	01/17/2020		01/17/2020	2,598.00
		Vendor **1313 - Yepez Plumbing** Totals				Invoices	2		$2,738.00
				Grand Totals		Invoices	220		$630,447.59

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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor **367 - A-1 Auto Electric**									
124002	REPAIR PARTS FOR BUS 10	Paid by Check #24250		01/14/2020	01/24/2020	01/24/2020		01/24/2020	127.82
124003	BUS INVENTORY	Paid by Check #24250		01/14/2020	01/24/2020	01/24/2020		01/24/2020	224.59
124017	FLEET SUPPLIES	Paid by Check #24250		01/15/2020	01/24/2020	01/24/2020		01/24/2020	76.79
		Vendor **367 - A-1 Auto Electric** Totals				Invoices	3		$429.20
Vendor **1143 - AAA Quality Services, Inc.**									
00023657	Fy 19/20-Parks-Cr inv 00276409 return of potties-alice prk	Paid by Check #24251		10/30/2018	01/24/2020	01/24/2020	11/25/2019	01/24/2020	(198.60)
00293329	Fy 19/20-Parks-Potty rental/service for centennial prk	Paid by Check #24251		01/18/2020	01/24/2020	01/24/2020	01/21/2020	01/24/2020	243.59
00293330	Fy 19/20-Parks-Potty rental/service for nebraska prk	Paid by Check #24251		01/18/2020	01/24/2020	01/24/2020	01/21/2020	01/24/2020	265.59
		Vendor **1143 - AAA Quality Services, Inc.** Totals				Invoices	3		$310.58
Vendor **263 - Advantek Benefit Administrators**									
12/20/19	Funding Request	Paid by Check #24252		12/20/2019	01/24/2020	01/24/2020		01/24/2020	39,997.29
1/3/20	Funding Request	Paid by Check #24252		01/03/2020	01/24/2020	01/24/2020		01/24/2020	97,633.17
1/17/20	Funding Request	Paid by Check #24252		01/17/2020	01/24/2020	01/24/2020		01/24/2020	32,930.98
		Vendor **263 - Advantek Benefit Administrators** Totals				Invoices	3		$170,561.44
Vendor **1599 - Adventist Health Toxicology**									
1044	PD - Specimen Collection Charges	Paid by Check #24253		01/02/2020	01/24/2020	01/24/2020		01/24/2020	144.00
		Vendor **1599 - Adventist Health Toxicology** Totals				Invoices	1		$144.00
Vendor **620 - Lizet Aldaz**									
Anaheim Feb 2020	PD - Tactical Dispatcher Training 02/05/20 - 02/07/20	Paid by Check #24254		01/21/2020	01/24/2020	01/24/2020		01/24/2020	211.00
		Vendor **620 - Lizet Aldaz** Totals				Invoices	1		$211.00
Vendor **66 - Alta Pump Company**									
15864	ALTA PUMP - REPAIR MOTOR - WELL 20	Paid by Check #24255		12/27/2019	01/24/2020	01/24/2020		01/24/2020	9,287.54
		Vendor **66 - Alta Pump Company** Totals				Invoices	1		$9,287.54
Vendor **351 - Anthem Blue Cross**									
098765798I	Canales	Paid by Check #24257		12/07/2019	01/24/2020	01/24/2020		01/24/2020	74.20
000106224739	Galchut	Paid by Check #24262		01/07/2020	01/24/2020	01/24/2020		01/24/2020	217.10
000106281255	Hartley	Paid by Check #24264		01/07/2020	01/24/2020	01/24/2020		01/24/2020	169.45
000106305582	Ramirez	Paid by Check #24266		01/07/2020	01/24/2020	01/24/2020		01/24/2020	122.62
098932462I	Canales	Paid by Check #24258		01/07/2020	01/24/2020	01/24/2020		01/24/2020	74.20
098933070I	Sano	Paid by Check #24265		01/07/2020	01/24/2020	01/24/2020		01/24/2020	80.70
098935379I	Ramirez	Paid by Check #24259		01/07/2020	01/24/2020	01/24/2020		01/24/2020	74.20
098949751I	Tyler	Paid by Check #24261		01/07/2020	01/24/2020	01/24/2020		01/24/2020	77.80
098950113I	Magyar	Paid by Check #24263		01/07/2020	01/24/2020	01/24/2020		01/24/2020	77.80

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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
000492247E	Life Insurance	Paid by Check #24256		01/14/2020	01/24/2020	01/24/2020		01/24/2020	495.42
000106241740	Tyler	Paid by Check #24260		01/07/2020	01/24/2020	01/24/2020		01/24/2020	189.09
Ref 19-2898	Miscellaneous	Paid by Check #24267		01/13/2020	01/24/2020	01/24/2020		01/24/2020	210.50
		Vendor	**351 - Anthem Blue Cross** Totals			Invoices	12		$1,863.08
Vendor **17 - AT&T**									
23845182141/20	Telephone	Paid by Check #24268		01/07/2020	01/24/2020	01/24/2020		01/24/2020	67.07
93910544761/20	Telephone	Paid by Check #24269		01/10/2020	01/24/2020	01/24/2020		01/24/2020	21.38
93910544611/20	Telephone	Paid by Check #24269		01/11/2020	01/24/2020	01/24/2020		01/24/2020	21.38
93910544661/20	Telephone	Paid by Check #24269		01/11/2020	01/24/2020	01/24/2020		01/24/2020	21.47
93910544671/20	Telephone	Paid by Check #24269		01/11/2020	01/24/2020	01/24/2020		01/24/2020	41.62
93910547561/20	Telephone	Paid by Check #24269		01/11/2020	01/24/2020	01/24/2020		01/24/2020	379.92
93910544701/20	1/10/2020	Paid by Check #24269		01/11/2020	01/24/2020	01/24/2020		01/24/2020	21.38
93910544711/20	1/10/2020	Paid by Check #24269		01/11/2020	01/24/2020	01/24/2020		01/24/2020	19.72
93910544791/20	1/10/2020	Paid by Check #24269		01/11/2020	01/24/2020	01/24/2020		01/24/2020	21.38
93910547421/20	1/10/2020	Paid by Check #24269		01/11/2020	01/24/2020	01/24/2020		01/24/2020	104.47
93910544751/20	Parks	Paid by Check #24269		01/10/2020	01/24/2020	01/24/2020		01/24/2020	19.76
93910544621/20	DSC Telephone 12/11/19 - 1/10/2020	Paid by Check #24269		01/11/2020	01/24/2020	01/24/2020		01/24/2020	60.94
93910547441/20	Parks	Paid by Check #24269		01/11/2020	01/24/2020	01/24/2020		01/24/2020	230.55
		Vendor	**17 - AT&T** Totals			Invoices	13		$1,031.04
Vendor **289 - AT&T Mobility LLC**									
28729321286812/1	Telephone	Paid by Check #24270		12/16/2019	01/24/2020	01/24/2020		01/24/2020	280.13
		Vendor	**289 - AT&T Mobility LLC** Totals			Invoices	1		$280.13
Vendor **116 - BSK Analytical Laboratories**									
AD00430	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #24271		01/14/2020	01/24/2020	01/24/2020		01/24/2020	144.00
AD00798	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #24271		01/20/2020	01/24/2020	01/24/2020		01/24/2020	144.00
AD00879	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #24271		01/20/2020	01/24/2020	01/24/2020		01/24/2020	126.00
AD00881	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #24271		01/20/2020	01/24/2020	01/24/2020		01/24/2020	52.00
		Vendor	**116 - BSK Analytical Laboratories** Totals			Invoices	4		$466.00
Vendor **80 - California Business Machines**									
243206	PD - Copiers Charges	Paid by Check #24272		01/15/2020	01/24/2020	01/24/2020		01/24/2020	372.57
		Vendor	**80 - California Business Machines** Totals			Invoices	1		$372.57
Vendor **381 - Cen Cal Distributing Inc.**									
226027	Contractual	Paid by Check #24273		12/01/2019	01/24/2020	01/24/2020		01/24/2020	3.00
226028	Contractual	Paid by Check #24273		12/11/2019	01/24/2020	01/24/2020		01/24/2020	68.00

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		Vendor **381 - Cen Cal Distributing Inc.** Totals				Invoices	2		$71.00
Vendor **215 - Chad's Auto Glass**									
71008	REPAIRS FOR PD 18	Paid by Check #24274		01/17/2020	01/24/2020	01/24/2020		01/24/2020	75.00
		Vendor **215 - Chad's Auto Glass** Totals				Invoices	1		$75.00
Vendor **333 - Cintas Corporation No. 2**									
4039506888	PD - Janitorial Supplies	Paid by Check #24275		01/08/2020	01/24/2020	01/24/2020		01/24/2020	142.10
		Vendor **333 - Cintas Corporation No. 2** Totals				Invoices	1		$142.10
Vendor **1145 - City of Dinuba FSA**									
2020-00000359	42 - FSA Medical Pre Tax*	Paid by Check #6232		01/22/2020	01/23/2020	01/23/2020		01/23/2020	2,567.60
		Vendor **1145 - City of Dinuba FSA** Totals				Invoices	1		$2,567.60
Vendor **1238 - Coleman & Horowitt, LLP**									
1/10/20	Dinuba vs Dokken	Paid by Check #24276		01/10/2020	01/24/2020	01/24/2020		01/24/2020	3,530.43
		Vendor **1238 - Coleman & Horowitt, LLP** Totals				Invoices	1		$3,530.43
Vendor **541 - Colonial Life Premium Processing**									
2020-00000360	13 - Colonial Life After Tax*	Paid by Check #6233		01/22/2020	01/23/2020	01/23/2020		01/23/2020	2,209.87
		Vendor **541 - Colonial Life Premium Processing** Totals				Invoices	1		$2,209.87
Vendor **170 - Comcast**									
0160181 1/7/20	1088 Kamm	Paid by Check #24277		01/07/2020	01/24/2020	01/24/2020		01/24/2020	32.23
		Vendor **170 - Comcast** Totals				Invoices	1		$32.23
Vendor **1386 - Crewsense LLC**									
0015405	1/15/20 - 1/14/21	Paid by Check #24278		01/15/2020	01/24/2020	01/24/2020		01/24/2020	901.68
		Vendor **1386 - Crewsense LLC** Totals				Invoices	1		$901.68
Vendor **71 - Department of Conservation**									
10/1-12/31/19SMI	2nd Quarter SMIP Payment 19/20	Paid by Check #24279		01/21/2020	01/24/2020	01/24/2020		01/24/2020	2,549.77
		Vendor **71 - Department of Conservation** Totals				Invoices	1		$2,549.77
Vendor **143 - DFM Associates**									
2020	Elections Forms	Paid by Check #24280		01/22/2020	01/24/2020	01/24/2020		01/24/2020	57.51
		Vendor **143 - DFM Associates** Totals				Invoices	1		$57.51
Vendor **30 - Dinuba Chamber of Commerce**									
06011226	Banquet Tickets	Paid by Check #24281		01/15/2020	01/24/2020	01/24/2020		01/24/2020	640.00
		Vendor **30 - Dinuba Chamber of Commerce** Totals				Invoices	1		$640.00
Vendor **542 - Dinuba Employee's Association**									
2020-00000361	09 - Employee Association	Paid by Check #6234		01/22/2020	01/23/2020	01/23/2020		01/23/2020	287.50
		Vendor **542 - Dinuba Employee's Association** Totals				Invoices	1		$287.50

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Vendor **85 - Dinuba Lions Club**									
January 2020	Dues & Subscriptions	Paid by Check #24282		01/22/2020	01/24/2020	01/24/2020		01/24/2020	94.00
			Vendor **85 - Dinuba Lions Club** Totals			Invoices	1		$94.00
Vendor **4 - Dinuba Lumber Company**									
15371	Maintenance	Paid by Check #24283		12/01/2019	01/24/2020	01/24/2020		01/24/2020	10.80
15651	Maintenance	Paid by Check #24283		12/02/2019	01/24/2020	01/24/2020		01/24/2020	59.00
15882	Maintenance	Paid by Check #24283		12/02/2019	01/24/2020	01/24/2020		01/24/2020	37.27
16034	Maintenance	Paid by Check #24283		12/02/2019	01/24/2020	01/24/2020		01/24/2020	15.17
16035	Maintenance	Paid by Check #24283		12/02/2019	01/24/2020	01/24/2020		01/24/2020	10.84
16207	Maintenance	Paid by Check #24283		12/03/2019	01/24/2020	01/24/2020		01/24/2020	22.33
16240	Maintenance	Paid by Check #24283		12/03/2019	01/24/2020	01/24/2020		01/24/2020	26.03
16321	Maintenance	Paid by Check #24283		12/03/2019	01/24/2020	01/24/2020		01/24/2020	32.48
16414	Maintenance	Paid by Check #24283		12/03/2019	01/24/2020	01/24/2020		01/24/2020	69.42
16500	Maintenance	Paid by Check #24283		12/03/2019	01/24/2020	01/24/2020		01/24/2020	31.22
16658	Maintenance	Paid by Check #24283		12/04/2019	01/24/2020	01/24/2020		01/24/2020	23.86
16668	Maintenance	Paid by Check #24283		12/04/2019	01/24/2020	01/24/2020		01/24/2020	43.15
16883	Maintenance	Paid by Check #24283		12/04/2019	01/24/2020	01/24/2020		01/24/2020	10.84
16885	Maintenance	Paid by Check #24283		12/04/2019	01/24/2020	01/24/2020		01/24/2020	488.24
16886	Maintenance	Paid by Check #24283		12/04/2019	01/24/2020	01/24/2020		01/24/2020	650.98
17115	Maintenance	Paid by Check #24283		12/05/2019	01/24/2020	01/24/2020		01/24/2020	2.32
17121	Maintenance	Paid by Check #24283		12/05/2019	01/24/2020	01/24/2020		01/24/2020	2.30
17206	Maintenance	Paid by Check #24283		12/05/2019	01/24/2020	01/24/2020		01/24/2020	14.94
17310	Maintenance	Paid by Check #24283		12/05/2019	01/24/2020	01/24/2020		01/24/2020	8.24
17862	Maintenance	Paid by Check #24283		12/06/2019	01/24/2020	01/24/2020		01/24/2020	13.43
18329	Maintenance	Paid by Check #24283		12/07/2019	01/24/2020	01/24/2020		01/24/2020	28.60
18332	Maintenance	Paid by Check #24283		12/07/2019	01/24/2020	01/24/2020		01/24/2020	4.00
18391	Maintenance	Paid by Check #24283		12/07/2019	01/24/2020	01/24/2020		01/24/2020	7.15
18425	Maintenance	Paid by Check #24283		12/08/2019	01/24/2020	01/24/2020		01/24/2020	15.17
18721	Maintenance	Paid by Check #24283		12/09/2019	01/24/2020	01/24/2020		01/24/2020	9.20
18937	Maintenance	Paid by Check #24283		12/09/2019	01/24/2020	01/24/2020		01/24/2020	54.88
19232	Maintenance	Paid by Check #24283		12/10/2019	01/24/2020	01/24/2020		01/24/2020	40.13
19249	Maintenance	Paid by Check #24283		12/10/2019	01/24/2020	01/24/2020		01/24/2020	4.30
19269	Maintenance	Paid by Check #24283		12/10/2019	01/24/2020	01/24/2020		01/24/2020	21.30
19277	Maintenance	Paid by Check #24283		12/10/2019	01/24/2020	01/24/2020		01/24/2020	2.81
19278	Maintenance	Paid by Check #24283		12/10/2019	01/24/2020	01/24/2020		01/24/2020	28.20
19458	Maintenance	Paid by Check #24283		12/10/2019	01/24/2020	01/24/2020		01/24/2020	54.24
19478	Maintenance	Paid by Check #24283		12/10/2019	01/24/2020	01/24/2020		01/24/2020	6.03
19602	Maintenance	Paid by Check #24283		12/11/2019	01/24/2020	01/24/2020		01/24/2020	8.29
19633	Maintenance	Paid by Check #24283		12/11/2019	01/24/2020	01/24/2020		01/24/2020	1.92
19645	Maintenance	Paid by Check #24283		12/11/2019	01/24/2020	01/24/2020		01/24/2020	67.23
19694	Maintenance	Paid by Check #24283		12/11/2019	01/24/2020	01/24/2020		01/24/2020	1.94

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19695	Maintenance	Paid by Check #24283		12/11/2019	01/24/2020	01/24/2020		01/24/2020	28.52
19721	Maintenance	Paid by Check #24283		12/11/2019	01/24/2020	01/24/2020		01/24/2020	5.29
19843	Maintenance	Paid by Check #24283		12/11/2019	01/24/2020	01/24/2020		01/24/2020	3.43
19898	Maintenance	Paid by Check #24283		12/11/2019	01/24/2020	01/24/2020		01/24/2020	24.08
20058	Maintenance	Paid by Check #24283		12/12/2019	01/24/2020	01/24/2020		01/24/2020	24.62
20079	Maintenance	Paid by Check #24283		12/12/2019	01/24/2020	01/24/2020		01/24/2020	14.09
20094	Maintenance	Paid by Check #24283		12/12/2019	01/24/2020	01/24/2020		01/24/2020	71.76
20125	Maintenance	Paid by Check #24283		12/12/2019	01/24/2020	01/24/2020		01/24/2020	43.01
20179	Maintenance	Paid by Check #24283		12/12/2019	01/24/2020	01/24/2020		01/24/2020	22.30
20263	Maintenance	Paid by Check #24283		12/12/2019	01/24/2020	01/24/2020		01/24/2020	7.15
20268	Maintenance	Paid by Check #24283		12/12/2019	01/24/2020	01/24/2020		01/24/2020	8.13
20285	Maintenance	Paid by Check #24283		12/12/2019	01/24/2020	01/24/2020		01/24/2020	3.33
20486	Maintenance	Paid by Check #24283		12/13/2019	01/24/2020	01/24/2020		01/24/2020	434.00
20532	Maintenance	Paid by Check #24283		12/13/2019	01/24/2020	01/24/2020		01/24/2020	15.71
20586	Maintenance	Paid by Check #24283		12/13/2019	01/24/2020	01/24/2020		01/24/2020	78.72
20682	Maintenance	Paid by Check #24283		12/13/2019	01/24/2020	01/24/2020		01/24/2020	28.20
20906	Maintenance	Paid by Check #24283		12/14/2019	01/24/2020	01/24/2020		01/24/2020	1.40
20941	Maintenance	Paid by Check #24283		12/14/2019	01/24/2020	01/24/2020		01/24/2020	20.80
20956	Maintenance	Paid by Check #24283		12/14/2019	01/24/2020	01/24/2020		01/24/2020	10.84
21637	Maintenance	Paid by Check #24283		12/16/2019	01/24/2020	01/24/2020		01/24/2020	9.72
21648	Maintenance	Paid by Check #24283		12/16/2019	01/24/2020	01/24/2020		01/24/2020	15.18
21702	Maintenance	Paid by Check #24283		12/16/2019	01/24/2020	01/24/2020		01/24/2020	3.47
21710	Maintenance	Paid by Check #24283		12/16/2019	01/24/2020	01/24/2020		01/24/2020	12.53
21894	Maintenance	Paid by Check #24283		12/16/2019	01/24/2020	01/24/2020		01/24/2020	9.32
21904	Maintenance	Paid by Check #24283		12/16/2019	01/24/2020	01/24/2020		01/24/2020	206.11
22021	Maintenance	Paid by Check #24283		12/16/2019	01/24/2020	01/24/2020		01/24/2020	54.23
22088	Maintenance	Paid by Check #24283		12/17/2019	01/24/2020	01/24/2020		01/24/2020	39.04
22129	Maintenance	Paid by Check #24283		12/17/2019	01/24/2020	01/24/2020		01/24/2020	64.41
22169	Maintenance	Paid by Check #24283		12/17/2019	01/24/2020	01/24/2020		01/24/2020	28.59
22214	Maintenance	Paid by Check #24283		12/17/2019	01/24/2020	01/24/2020		01/24/2020	30.36
22314	Maintenance	Paid by Check #24283		12/17/2019	01/24/2020	01/24/2020		01/24/2020	187.66
22533	Maintenance	Paid by Check #24283		12/18/2019	01/24/2020	01/24/2020		01/24/2020	32.54
22534	Maintenance	Paid by Check #24283		12/18/2019	01/24/2020	01/24/2020		01/24/2020	5.41
22774	Maintenance	Paid by Check #24283		12/18/2019	01/24/2020	01/24/2020		01/24/2020	27.74
22873	Maintenance	Paid by Check #24283		12/19/2019	01/24/2020	01/24/2020		01/24/2020	325.50
22901	Maintenance	Paid by Check #24283		12/19/2019	01/24/2020	01/24/2020		01/24/2020	79.75
22946	Maintenance	Paid by Check #24283		12/19/2019	01/24/2020	01/24/2020		01/24/2020	15.18
22947	Maintenance	Paid by Check #24283		12/19/2019	01/24/2020	01/24/2020		01/24/2020	7.79
22977	Maintenance	Paid by Check #24283		12/19/2019	01/24/2020	01/24/2020		01/24/2020	32.69
22990	Maintenance	Paid by Check #24283		12/19/2019	01/24/2020	01/24/2020		01/24/2020	14.30
23007	Maintenance	Paid by Check #24283		12/19/2019	01/24/2020	01/24/2020		01/24/2020	32.53
23008	Maintenance	Paid by Check #24283		12/19/2019	01/24/2020	01/24/2020		01/24/2020	45.52

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23013	Maintenance	Paid by Check #24283		12/19/2019	01/24/2020	01/24/2020		01/24/2020	10.38
23098	Maintenance	Paid by Check #24283		12/19/2019	01/24/2020	01/24/2020		01/24/2020	6.81
23173	Maintenance	Paid by Check #24283		12/19/2019	01/24/2020	01/24/2020		01/24/2020	15.18
23295	Maintenance	Paid by Check #24283		12/20/2019	01/24/2020	01/24/2020		01/24/2020	.44
23329	Maintenance	Paid by Check #24283		12/20/2019	01/24/2020	01/24/2020		01/24/2020	(2.50)
23336	Maintenance	Paid by Check #24283		12/20/2019	01/24/2020	01/24/2020		01/24/2020	82.39
23559	Maintenance	Paid by Check #24283		12/20/2019	01/24/2020	01/24/2020		01/24/2020	14.56
23920	Maintenance	Paid by Check #24283		12/21/2019	01/24/2020	01/24/2020		01/24/2020	214.83
23926	Maintenance	Paid by Check #24283		12/21/2019	01/24/2020	01/24/2020		01/24/2020	13.54
24028	Maintenance	Paid by Check #24283		12/21/2019	01/24/2020	01/24/2020		01/24/2020	211.89
24341	Maintenance	Paid by Check #24283		12/22/2019	01/24/2020	01/24/2020		01/24/2020	13.01
24478	Maintenance	Paid by Check #24283		12/23/2019	01/24/2020	01/24/2020		01/24/2020	21.68
24482	Maintenance	Paid by Check #24283		12/23/2019	01/24/2020	01/24/2020		01/24/2020	21.24
24515	Maintenance	Paid by Check #24283		12/23/2019	01/24/2020	01/24/2020		01/24/2020	26.03
24541	Maintenance	Paid by Check #24283		12/23/2019	01/24/2020	01/24/2020		01/24/2020	(26.03)
24571	Maintenance	Paid by Check #24283		12/23/2019	01/24/2020	01/24/2020		01/24/2020	17.35
24574	Maintenance	Paid by Check #24283		12/23/2019	01/24/2020	01/24/2020		01/24/2020	13.00
24621	Maintenance	Paid by Check #24283		12/23/2019	01/24/2020	01/24/2020		01/24/2020	11.05
24723	Maintenance	Paid by Check #24283		12/23/2019	01/24/2020	01/24/2020		01/24/2020	29.91
24822	Maintenance	Paid by Check #24283		12/23/2019	01/24/2020	01/24/2020		01/24/2020	6.07
25182	Maintenance	Paid by Check #24283		12/26/2019	01/24/2020	01/24/2020		01/24/2020	5.96
25191	Maintenance	Paid by Check #24283		12/26/2019	01/24/2020	01/24/2020		01/24/2020	211.84
25193	Maintenance	Paid by Check #24283		12/26/2019	01/24/2020	01/24/2020		01/24/2020	24.62
25210	Maintenance	Paid by Check #24283		12/26/2019	01/24/2020	01/24/2020		01/24/2020	3.41
25212	Maintenance	Paid by Check #24283		12/26/2019	01/24/2020	01/24/2020		01/24/2020	17.35
25316	Maintenance	Paid by Check #24283		12/26/2019	01/24/2020	01/24/2020		01/24/2020	23.20
25616	Maintenance	Paid by Check #24283		12/27/2019	01/24/2020	01/24/2020		01/24/2020	10.84
25648	Maintenance	Paid by Check #24283		12/27/2019	01/24/2020	01/24/2020		01/24/2020	52.01
25754	Maintenance	Paid by Check #24283		12/27/2019	01/24/2020	01/24/2020		01/24/2020	19.51
25894	Maintenance	Paid by Check #24283		12/27/2019	01/24/2020	01/24/2020		01/24/2020	10.84
26739	Maintenance	Paid by Check #24283		12/30/2019	01/24/2020	01/24/2020		01/24/2020	23.96
26742	Maintenance	Paid by Check #24283		12/30/2019	01/24/2020	01/24/2020		01/24/2020	3.88
26745	Maintenance	Paid by Check #24283		12/30/2019	01/24/2020	01/24/2020		01/24/2020	43.56
26747	Maintenance	Paid by Check #24283		12/30/2019	01/24/2020	01/24/2020		01/24/2020	17.35
26782	Maintenance	Paid by Check #24283		12/30/2019	01/24/2020	01/24/2020		01/24/2020	9.95
26790	Maintenance	Paid by Check #24283		12/30/2019	01/24/2020	01/24/2020		01/24/2020	47.72
26792	Maintenance	Paid by Check #24283		12/30/2019	01/24/2020	01/24/2020		01/24/2020	5.41
26872	Maintenance	Paid by Check #24283		12/30/2019	01/24/2020	01/24/2020		01/24/2020	8.16
26984	Maintenance	Paid by Check #24283		12/30/2019	01/24/2020	01/24/2020		01/24/2020	3.14
27178	Maintenance	Paid by Check #24283		12/31/2019	01/24/2020	01/24/2020		01/24/2020	17.35
27203	Maintenance	Paid by Check #24283		12/31/2019	01/24/2020	01/24/2020		01/24/2020	325.50
27229	Maintenance	Paid by Check #24283		12/31/2019	01/24/2020	01/24/2020		01/24/2020	40.13

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27236	Maintenance	Paid by Check #24283		12/31/2019	01/24/2020	01/24/2020		01/24/2020	4.34
27241	Maintenance	Paid by Check #24283		12/31/2019	01/24/2020	01/24/2020		01/24/2020	23.51
27260	Maintenance	Paid by Check #24283		12/31/2019	01/24/2020	01/24/2020		01/24/2020	13.01
27299	Maintenance	Paid by Check #24283		12/31/2019	01/24/2020	01/24/2020		01/24/2020	30.36
27327	Maintenance	Paid by Check #24283		12/31/2019	01/24/2020	01/24/2020		01/24/2020	10.84
27365	Maintenance	Paid by Check #24283		12/31/2019	01/24/2020	01/24/2020		01/24/2020	28.20
		Vendor **4 - Dinuba Lumber Company** Totals				Invoices	127		$5,789.98
Vendor **543 - Dinuba Police Officer's Association**									
2020-00000362	14 - Police Officers Association	Paid by Check #6235		01/22/2020	01/23/2020	01/23/2020		01/23/2020	1,250.00
		Vendor **543 - Dinuba Police Officer's Association** Totals				Invoices	1		$1,250.00
Vendor **309 - Elbert Distributing**									
PI0025507	FLEET SUPPLIES	Paid by Check #24284		01/15/2020	01/24/2020	01/24/2020		01/24/2020	98.54
		Vendor **309 - Elbert Distributing** Totals				Invoices	1		$98.54
Vendor **1506 - Enterprise FM Trust**									
FBN3867584	ENTERPRISE - FLEET VEHICLE LEASE PAYMENT - JANUARY 2020	Paid by Check #24285		01/04/2020	01/24/2020	01/24/2020		01/24/2020	6,848.84
		Vendor **1506 - Enterprise FM Trust** Totals				Invoices	1		$6,848.84
Vendor **1591 - Environment Control**									
9648-299	ENVIRONMENT - JANITORIAL SERVICES FOR JANUARY	Paid by Check #24286		01/01/2020	01/24/2020	01/24/2020		01/24/2020	7,517.00
		Vendor **1591 - Environment Control** Totals				Invoices	1		$7,517.00
Vendor **36 - Ewing Irrigation Products**									
8906665	Fy 19/20-Parks-Supplies	Paid by Check #24287		01/07/2020	01/24/2020	01/24/2020	01/17/2020	01/24/2020	74.61
		Vendor **36 - Ewing Irrigation Products** Totals				Invoices	1		$74.61
Vendor **1453 - Excel Telecommunications**									
1181577369	January 2020	Paid by Check #24288		01/11/2020	01/24/2020	01/24/2020		01/24/2020	22.99
		Vendor **1453 - Excel Telecommunications** Totals				Invoices	1		$22.99
Vendor **544 - Firemen's Association**									
2020-00000363	04 - Fire Association Dues*	Paid by Check #6236		01/22/2020	01/23/2020	01/23/2020		01/23/2020	1,283.80
		Vendor **544 - Firemen's Association** Totals				Invoices	1		$1,283.80
Vendor **171 - Fruit Growers Supply Co.**									
92107632	Fy 19/20-Parks-Supplies	Paid by Check #24289		12/18/2019	01/24/2020	01/24/2020	01/17/2020	01/24/2020	98.31
92110267	Fy 19/20-Parks-Supplies	Paid by Check #24289		01/02/2020	01/24/2020	01/24/2020	01/17/2020	01/24/2020	66.15
		Vendor **171 - Fruit Growers Supply Co.** Totals				Invoices	2		$164.46
Vendor **18 - The Gas Company**									
048615840451/20	Parks	Paid by Check #24290		01/07/2020	01/24/2020	01/24/2020		01/24/2020	129.20

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162015670011/20	Parks	Paid by Check #24290		01/07/2020	01/24/2020	01/24/2020		01/24/2020	448.88
113715786491/20	PD - 12/03/2019 - 01/04/2020 Billing Charges	Paid by Check #24290		01/07/2020	01/24/2020	01/24/2020		01/24/2020	47.60
183098544971/20	PD - 12/03/2019 - 01/04/2020 Billing Charges	Paid by Check #24290		01/07/2020	01/24/2020	01/24/2020		01/24/2020	421.86
		Vendor **18 - The Gas Company** Totals				Invoices	4		$1,047.54
Vendor **379 - Guardian EMS Products**									
4563	Supplies	Paid by Check #24291		01/08/2020	01/24/2020	01/24/2020		01/24/2020	146.84
4564	Supplies	Paid by Check #24291		01/08/2020	01/24/2020	01/24/2020		01/24/2020	15.82
4608	Supplies	Paid by Check #24291		01/13/2020	01/24/2020	01/24/2020		01/24/2020	536.36
4644	Supplies	Paid by Check #24291		01/14/2020	01/24/2020	01/24/2020		01/24/2020	128.25
4712	Supplies	Paid by Check #24291		01/20/2020	01/24/2020	01/24/2020		01/24/2020	6.77
		Vendor **379 - Guardian EMS Products** Totals				Invoices	5		$834.04
Vendor **496 - The Hanover Insurance Company**									
1/7/2020	Insurance	Paid by Check #24292		01/07/2020	01/24/2020	01/24/2020		01/24/2020	9,506.42
		Vendor **496 - The Hanover Insurance Company** Totals				Invoices	1		$9,506.42
Vendor **1431 - Patricia Hartman**									
1/17/2020	Anthem	Paid by Check #24293		01/17/2020	01/24/2020	01/24/2020		01/24/2020	74.20
		Vendor **1431 - Patricia Hartman** Totals				Invoices	1		$74.20
Vendor **139 - Henry Schein Inc.**									
72426188	Supplies	Paid by Check #24294		12/31/2019	01/24/2020	01/24/2020		01/24/2020	10.27
72806380	Supplies	Paid by Check #24294		01/13/2020	01/24/2020	01/24/2020		01/24/2020	1,057.95
		Vendor **139 - Henry Schein Inc.** Totals				Invoices	2		$1,068.22
Vendor **1150 - Hoffman Security**									
454323	DSC Security Monitoring - Jan. 2020	Paid by Check #24295		12/20/2019	01/24/2020	01/24/2020		01/24/2020	105.00
		Vendor **1150 - Hoffman Security** Totals				Invoices	1		$105.00
Vendor **174 - Howard's Pest Control**									
0279896	493 L St	Paid by Check #24296		01/02/2020	01/24/2020	01/24/2020		01/24/2020	47.00
0279821	Fy 19/20-Sportsplex-Pest control service	Paid by Check #24296		01/02/2020	01/24/2020	01/24/2020	01/17/2020	01/24/2020	87.00
0279971	Fy 19/20-Parks-Pest control for Delgado and KC parks	Paid by Check #24296		01/02/2020	01/24/2020	01/24/2020	01/17/2020	01/24/2020	36.00
		Vendor **174 - Howard's Pest Control** Totals				Invoices	3		$170.00
Vendor **545 - I.C.M.A. Retirement Trust**									
2020-00000364	30 - 457 - Employee ICMA $*	Paid by Check #6237		01/22/2020	01/23/2020	01/23/2020		01/23/2020	2,878.90
		Vendor **545 - I.C.M.A. Retirement Trust** Totals				Invoices	1		$2,878.90

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Vendor **133 - J & D Lighting & Alarm**									
97148	Fy 19/20-Parks-Annual monitoring 2/20/20-1/31/21	Paid by Check #24297		01/15/2020	01/24/2020	01/24/2020	01/15/2020	01/24/2020	336.00
		Vendor **133 - J & D Lighting & Alarm** Totals				Invoices	1		$336.00
Vendor **43 - Jack's Refrigeration Inc.**									
43169	OFFICE UNIT AT WWTP	Paid by Check #24298		01/07/2020	01/24/2020	01/24/2020		01/24/2020	919.17
		Vendor **43 - Jack's Refrigeration Inc.** Totals				Invoices	1		$919.17
Vendor **472 - Jacobson James & Associates**									
1912.0674	SENTINEL WELL MONITORING - DEC 2019	Paid by Check #24299		01/14/2020	01/24/2020	01/24/2020		01/24/2020	2,159.02
		Vendor **472 - Jacobson James & Associates** Totals				Invoices	1		$2,159.02
Vendor **6 - Jim Manning Dodge Inc.**									
146440DOR	REPAIRS TO PD 18	Paid by Check #24300		01/14/2020	01/24/2020	01/24/2020		01/24/2020	103.12
		Vendor **6 - Jim Manning Dodge Inc.** Totals				Invoices	1		$103.12
Vendor **796 - L.N. Curtis & Sons**									
INV347772	Forestry Pants	Paid by Check #24301		12/27/2019	01/24/2020	01/24/2020		01/24/2020	194.20
INV350787	Wrench	Paid by Check #24301		01/08/2020	01/24/2020	01/24/2020		01/24/2020	30.78
INV353805	Gauge	Paid by Check #24301		01/17/2020	01/24/2020	01/24/2020		01/24/2020	202.42
		Vendor **796 - L.N. Curtis & Sons** Totals				Invoices	3		$427.40
Vendor **724 - Language Line Services, Inc.**									
4712243	PD - Interpretation Services	Paid by Check #24302		12/31/2019	01/24/2020	01/24/2020		01/24/2020	1.88
		Vendor **724 - Language Line Services, Inc.** Totals				Invoices	1		$1.88
Vendor **801 - LexisNexis Mathew Bender**									
16073762	Supplies	Paid by Check #24303		12/20/2019	01/24/2020	01/24/2020		01/24/2020	89.06
16519361	Supplies	Paid by Check #24303		01/02/2020	01/24/2020	01/24/2020		01/24/2020	155.63
		Vendor **801 - LexisNexis Mathew Bender** Totals				Invoices	2		$244.69
Vendor **1181 - McCormick, Kabot, Jenner & Lew**									
12268	Retainer	Paid by Check #24304		12/25/2019	01/24/2020	01/24/2020		01/24/2020	3,300.00
		Vendor **1181 - McCormick, Kabot, Jenner & Lew** Totals				Invoices	1		$3,300.00
Vendor **22 - Moore Twining Associates Inc.**									
0123591	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #24305		01/15/2020	01/24/2020	01/24/2020		01/24/2020	88.00
0123640	WATER SAMPLE TESTING WWTP - IN HOUSE	Paid by Check #24305		01/16/2020	01/24/2020	01/24/2020		01/24/2020	70.00
		Vendor **22 - Moore Twining Associates Inc.** Totals				Invoices	2		$158.00
Vendor **1570 - Mountain Valley Environmental Services, Inc.**									

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2215	MOUNTAIN VALLEY - CHIEF PLANT OPERATOR SERVICES, FEBRUARY 2020	Paid by Check #24306		01/01/2020	01/24/2020	01/24/2020		01/24/2020	5,525.00
	Vendor **1570 - Mountain Valley Environmental Services, Inc.** Totals					Invoices	1		$5,525.00
Vendor **894 - Musco Corporation**									
331817	Fy 19/20-Sports-Remote equip controller 2/20-2/21	Paid by Check #24307		01/13/2020	01/24/2020	01/24/2020	01/21/2020	01/24/2020	475.00
	Vendor **894 - Musco Corporation** Totals					Invoices	1		$475.00
Vendor **1235 - New York Life Insurance Company**									
2020-00000365	15 - New York Life Insurance	Paid by Check #6238		01/22/2020	01/23/2020	01/23/2020		01/23/2020	1,044.05
	Vendor **1235 - New York Life Insurance Company** Totals					Invoices	1		$1,044.05
Vendor **142 - Office Depot BSD**									
422570809001	Office Supplies	Paid by Check #24308		01/03/2020	01/24/2020	01/24/2020		01/24/2020	46.10
423488127001	Office Supplies	Paid by Check #24308		01/03/2020	01/24/2020	01/24/2020		01/24/2020	41.40
423491184001	Office Supplies	Paid by Check #24308		01/06/2020	01/24/2020	01/24/2020		01/24/2020	104.94
424838533001	Office Supplies	Paid by Check #24308		01/07/2020	01/24/2020	01/24/2020		01/24/2020	80.81
426843575001	Office Supplies	Paid by Check #24308		01/09/2020	01/24/2020	01/24/2020		01/24/2020	4.01
426843713001	Office Supplies	Paid by Check #24308		01/09/2020	01/24/2020	01/24/2020		01/24/2020	68.86
426781609001	Fy 19/20-Office supplies for Sportsplex/Youth Serv	Paid by Check #24308		01/09/2020	01/24/2020	01/24/2020	01/17/2020	01/24/2020	99.16
422115574001	PD - Supplies	Paid by Check #24308		01/02/2020	01/24/2020	01/24/2020		01/24/2020	299.92
423511472001	PD - Supplies	Paid by Check #24308		01/03/2020	01/24/2020	01/24/2020		01/24/2020	56.50
422566312001	Office Supplies - Office Depot	Paid by Check #24308		01/03/2020	01/24/2020	01/24/2020		01/24/2020	38.27
422566338001	Office Supplies - Office Depot	Paid by Check #24308		01/03/2020	01/24/2020	01/24/2020		01/24/2020	19.43
425772560001	Office Supplies - Office Depot	Paid by Check #24308		01/08/2020	01/24/2020	01/24/2020		01/24/2020	639.21
	Vendor **142 - Office Depot BSD** Totals					Invoices	12		$1,498.61
Vendor **76 - Pacific Gas & Electric**									
250971736421/20	Utilities	Paid by Check #24309		01/08/2020	01/24/2020	01/24/2020		01/24/2020	50.45
909971991131/20	Utilities	Paid by Check #24309		01/08/2020	01/24/2020	01/24/2020		01/24/2020	9.86
962476921951/20	Utilities	Paid by Check #24309		01/08/2020	01/24/2020	01/24/2020		01/24/2020	139.01
354744710711/20	January 2020	Paid by Check #24309		01/09/2020	01/24/2020	01/24/2020		01/24/2020	370.76
284878382871/20	Parks	Paid by Check #24310		01/08/2020	01/24/2020	01/24/2020		01/24/2020	9.93
860727324971/20	Parks	Paid by Check #24310		01/08/2020	01/24/2020	01/24/2020		01/24/2020	25.86
169314496941/20	Parks	Paid by Check #24309		01/09/2020	01/24/2020	01/24/2020		01/24/2020	24.80
339630846041/20	Parks	Paid by Check #24310		01/09/2020	01/24/2020	01/24/2020		01/24/2020	9.92
602118118761/20	Parks	Paid by Check #24310		01/09/2020	01/24/2020	01/24/2020		01/24/2020	1,606.33
774843071191/20	Parks	Paid by Check #24310		01/09/2020	01/24/2020	01/24/2020		01/24/2020	16.01
945914183251/20	Parks	Paid by Check #24310		01/09/2020	01/24/2020	01/24/2020		01/24/2020	9.87
731427487111/20	Parks	Paid by Check #24310		01/10/2020	01/24/2020	01/24/2020		01/24/2020	1,947.24

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687037607741/20	PD - 12/09/2019 01/07/2020 Billing Charges	Paid by Check #24309		01/08/2020	01/24/2020	01/24/2020		01/24/2020	23.04
568305450691/20	PD - 12/09/2019 01/07/2020 Billing Charges	Paid by Check #24309		01/09/2020	01/24/2020	01/24/2020		01/24/2020	3,723.96
		Vendor	**76 - Pacific Gas & Electric** Totals			Invoices	14		$7,967.04
Vendor **366 - PBM Supply & Mfg., Inc**									
835943	SUPPLIES FOR SPRAYER	Paid by Check #24311		01/08/2020	01/24/2020	01/24/2020		01/24/2020	401.98
836402	SPRAYER PUMP	Paid by Check #24311		01/13/2020	01/24/2020	01/24/2020		01/24/2020	1,113.65
836692	SPRAY HOSE - CREDIT	Paid by Check #24311		01/15/2020	01/24/2020	01/24/2020		01/24/2020	(114.42)
836693	SUPPLIES FOR SPRAYER	Paid by Check #24311		01/15/2020	01/24/2020	01/24/2020		01/24/2020	110.37
		Vendor	**366 - PBM Supply & Mfg., Inc** Totals			Invoices	4		$1,511.58
Vendor **532 - React Medical Training**									
1888	CPR Card	Paid by Check #24312		01/01/2020	01/24/2020	01/24/2020		01/24/2020	7.50
		Vendor	**532 - React Medical Training** Totals			Invoices	1		$7.50
Vendor **592 - JOSEPHINE ROLDAN**									
Safety 1/17/20	Miscellaneous	Paid by Check #24313		01/17/2020	01/24/2020	01/24/2020		01/24/2020	36.00
		Vendor	**592 - JOSEPHINE ROLDAN** Totals			Invoices	1		$36.00
Vendor **507 - San Joaquin Vally Chapter of the ICC**									
ICC-2020	SJVCICC MEMBERSHIPS - JOEL RAMIREZ	Paid by Check #24314		01/21/2020	01/24/2020	01/24/2020		01/24/2020	75.00
		Vendor	**507 - San Joaquin Vally Chapter of the ICC** Totals			Invoices	1		$75.00
Vendor **42 - Scout Specialties**									
131550	REPLACED DAMAGED TOOLS - WWTP	Paid by Check #24315		01/07/2020	01/24/2020	01/24/2020		01/24/2020	92.77
		Vendor	**42 - Scout Specialties** Totals			Invoices	1		$92.77
Vendor **172 - Sequoia Safety Council, Inc.**									
Pt #R63647A	Capistran, Eva	Paid by Check #24316		01/21/2020	01/24/2020	01/24/2020		01/24/2020	200.00
		Vendor	**172 - Sequoia Safety Council, Inc.** Totals			Invoices	1		$200.00
Vendor **758 - Solenis LLC**									
131569046	POLYMER FOR WWTP	Paid by Check #24317		01/08/2020	01/24/2020	01/24/2020		01/24/2020	4,640.50
		Vendor	**758 - Solenis LLC** Totals			Invoices	1		$4,640.50
Vendor **431 - Sparkletts**									
9406519010120	Fy 19/20-Water delivery service	Paid by Check #24318		01/01/2020	01/24/2020	01/24/2020		01/24/2020	85.05
		Vendor	**431 - Sparkletts** Totals			Invoices	1		$85.05
Vendor **546 - State Disbursement Unit**									
2020-00000366	99 - Child Support*	Paid by Check #6239		01/22/2020	01/23/2020	01/23/2020		01/23/2020	1,430.28

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		Vendor **546 - State Disbursement Unit** Totals				Invoices	1		$1,430.28
Vendor **214 - Stericycle, Inc.**									
3004972224	February 2020	Paid by Check #24319		02/01/2020	01/24/2020	01/24/2020		01/24/2020	130.68
		Vendor **214 - Stericycle, Inc.** Totals				Invoices	1		$130.68
Vendor **1447 - Monte Sylvester**									
1/17/2020	Anthem	Paid by Check #24320		01/17/2020	01/24/2020	01/24/2020		01/24/2020	245.56
		Vendor **1447 - Monte Sylvester** Totals				Invoices	1		$245.56
Vendor **1062 - The Sherwin-Williams Co.**									
1357-1	SHERWIN WILLIAMS - PRO MELT CMPT SPRYE	Paid by Check #24321		11/22/2019	01/24/2020	01/24/2020		01/24/2020	16,058.00
		Vendor **1062 - The Sherwin-Williams Co.** Totals				Invoices	1		$16,058.00
Vendor **1626 - The Water Connection, Inc.**									
BCKFLW TESTER JM	BACKFLOW TESTER/SPECIALIST COURSE - JUAN MEDINA	Paid by Check #24322		01/21/2020	01/24/2020	01/24/2020		01/24/2020	1,160.00
		Vendor **1626 - The Water Connection, Inc.** Totals				Invoices	1		$1,160.00
Vendor **426 - Tioga Solar**									
SLB-5773	SOLAR PRODUCTION FOR DECEMBER 2019	Paid by Check #24323		12/31/2019	01/24/2020	01/24/2020		01/24/2020	11,730.97
		Vendor **426 - Tioga Solar** Totals				Invoices	1		$11,730.97
Vendor **311 - Top Dog Training Center**									
1211	PD - Loredo / Vader & Lopez / Walker Training	Paid by Check #24324		01/16/2020	01/24/2020	01/24/2020		01/24/2020	180.00
		Vendor **311 - Top Dog Training Center** Totals				Invoices	1		$180.00
Vendor **230 - Travelers**									
12/9/19	5991W3221	Paid by Check #24325		12/09/2019	01/24/2020	01/24/2020		01/24/2020	7,351.00
		Vendor **230 - Travelers** Totals				Invoices	1		$7,351.00
Vendor **49 - Tulare County**									
2020-00000367	98 - Garnishment %*	Paid by Check #6240		01/22/2020	01/23/2020	01/23/2020		01/23/2020	667.38
20-057	PD - Radio Service / December 2019	Paid by Check #24326		01/02/2020	01/24/2020	01/24/2020		01/24/2020	72.29
		Vendor **49 - Tulare County** Totals				Invoices	2		$739.67
Vendor **296 - Tulare Kings Veterinary Emergency**									
115399	PD - Exam & Euthanasia Fees	Paid by Check #24327		12/28/2019	01/24/2020	01/24/2020		01/24/2020	199.00
		Vendor **296 - Tulare Kings Veterinary Emergency** Totals				Invoices	1		$199.00
Vendor **950 - United States Treasury**									
Exise Tax12/2019	Taxes	Paid by Check #24328		01/22/2020	01/24/2020	01/24/2020		01/24/2020	1,776.64

Accounts Payable Invoice Report

Payment Date Range 01/20/20 - 01/24/20
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 **950 - United States Treasury** Totals			Invoices	1		$1,776.64
Vendor **273 - US Bank**									
5592791	Miscellaneous	Paid by Check #24332		12/24/2019	01/24/2020	01/24/2020		01/24/2020	1,500.00
5592792	Miscellaneous	Paid by Check #24331		12/24/2019	01/24/2020	01/24/2020		01/24/2020	1,635.00
5592865	Miscellaneous	Paid by Check #24330		12/24/2019	01/24/2020	01/24/2020		01/24/2020	1,500.00
404556581	January 2020	Paid by Check #24329		01/10/2020	01/24/2020	01/24/2020		01/24/2020	124.13
			Vendor **273 - US Bank** Totals			Invoices	4		$4,759.13
Vendor **154 - USA Bluebook**									
110260	LAB SUPPLIES - WWTP	Paid by Check #24333		01/09/2020	01/24/2020	01/24/2020		01/24/2020	493.08
			Vendor **154 - USA Bluebook** Totals			Invoices	1		$493.08
Vendor **359 - Valero Marketing & Supply Company**									
7107 01082020	PD - Fuel Charges / December 2019	Paid by Check #24334		01/08/2020	01/24/2020	01/24/2020		01/24/2020	7,125.98
			Vendor **359 - Valero Marketing & Supply Company** Totals			Invoices	1		$7,125.98
Vendor **286 - Valley Uniform Center**									
5836-1	Snodgrass, Joshua	Paid by Check #24335		01/14/2020	01/24/2020	01/24/2020		01/24/2020	179.01
			Vendor **286 - Valley Uniform Center** Totals			Invoices	1		$179.01
Vendor **354 - Verizon Wireless**									
9845980620	PD - 12/11/2019 - 01/10/2020 Billing Charges	Paid by Check #24337		01/10/2020	01/24/2020	01/24/2020		01/24/2020	2,012.19
9845825486	Acct# 972514922-00001	Paid by Check #24336		01/07/2020	01/24/2020	01/24/2020		01/24/2020	413.38
			Vendor **354 - Verizon Wireless** Totals			Invoices	2		$2,425.57
Vendor **27 - The Visalia Times-Delta**									
TD0054706 01/20	PD - 01/01/2020 - 01/31/2020 Service	Paid by Check #24338		01/01/2020	01/24/2020	01/24/2020		01/24/2020	21.00
			Vendor **27 - The Visalia Times-Delta** Totals			Invoices	1		$21.00
Vendor **549 - Wal-Mart**									
2441 1/9/20	PD	Paid by Check #24339		01/09/2020	01/24/2020	01/24/2020		01/24/2020	151.78
			Vendor **549 - Wal-Mart** Totals			Invoices	1		$151.78
Vendor **616 - Jordan Webster**									
Educ Reimb. 1/20	Educational Reimbursement	Paid by Check #24340		01/17/2020	01/24/2020	01/24/2020		01/24/2020	500.00
			Vendor **616 - Jordan Webster** Totals			Invoices	1		$500.00
Vendor **1625 - Western Regional Vietnam Memorial Wall Foundation**									
Donation 2020	Foundation and Walkway	Paid by Check #24341		01/17/2020	01/24/2020	01/24/2020		01/24/2020	1,000.00
			Vendor **1625 - Western Regional Vietnam Memorial Wall Foundation** Totals			Invoices	1		$1,000.00
Vendor **338 - Xcelerate Fitness**									

Accounts Payable Invoice Report

Payment Date Range 01/20/20 - 01/24/20
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
2020-00000368	96 - Gym Dues	Paid by Check #6241		01/22/2020	01/23/2020	01/23/2020		01/23/2020	59.07
			Vendor **338 - Xcelerate Fitness** Totals			Invoices	1		$59.07
				Grand Totals		Invoices	290		$325,373.61

City Council Staff Report

Department: CITY MANAGER'S OFFICE January 28, 2020

To: Mayor and City Council

From: Daniel James, Assistant City Manager

Subject: Art on Walls Concept (DJ)

RECOMMENDATION

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

EXECUTIVE SUMMARY

The City Council adopted three year goals in April 2015, then reaffirmed and updated the strategic goals in May of 2019. One of these goals is 'Quality of Life and Neighborhood Improvements.' As a strategy to accomplish this goal, staff has developed a unique plan, and prepared several conceptual mural designs which are intended to help beautify and improve public sites in the downtown.

OUTSTANDING ISSUES

None.

DISCUSSION

Staff explored the idea of expanding wall art and other public art in the downtown as a way of attracting people to the downtown and to celebrate the community's character and history. The Art on Walls concept was prepared with this goal in mind.

Because professional painted murals can be costly, staff came with up an alternative that uses vinyl adhesive material placed on aluminum sheeting instead of painted art. This method is less expensive, easy to maintain, moveable and replaceable.

Staff created three design themes that are illustrated in Attachment 'A' for following locations:

1. Entertainment Plaza - Fun. Family. Community.
2. Strand Theater – Dinuba's Own Burt Rutan
3. Fire Station – Remembering the Fallen

Fun. Family. Community

The Entertainment Plaza is located in the heart of the downtown that serves as a place for community gathering and events for all age groups throughout the year. The theme for this Art on Walls concept is "Fun. Family. Community". The art pieces capture these themes in stunning visual art on the wall of the Downtown Dinuba Market. Staff met with the owner and he has agreed to allow the city to install the art on the wall.

Dinuba's Own Burt Rutan

The Stand Theater wall facing Fresno Street could presents a unique opportunity to feature a bit of history. The theme for this Art on Walls concept is honoring and showcasing "Dinuba's own – Burt Rutan". The four panel art reflects a portrait of Burt featuring three of his innovative and award winning aircraft designs including Voyager, SpaceShipOne and VariEze. The city owns this building and could install the wall art.

Remembering the Fallen

The Fire Station wall on the engine bay is a blank canvass and great location for wall art. The theme for this Art on Walls concept is "Remembering the Fallen" which pays homage to firefighters and first responders who gave the ultimate sacrifice to preserve life and property.

The Art on Walls concept could be expanded to other areas of the downtown. These first three themes are ideas to start the program at minimal cost. The cost for one three panel art piece ranges from $2,400 to $3,600 depending on size and material. Staff will explore funding options to pay for one Art on Walls painting in the upcoming 20/2021 fiscal year.

Staff is seeking input and direction from the City Council regarding the concept and the proposed themes.

FISCAL IMPACT

Approximately $800 to $1,200 per 5x10 panel, not including installation.

PUBLIC HEARING

None required.

ATTACHMENTS:

Attachment A: Mural Concept

LOCATION

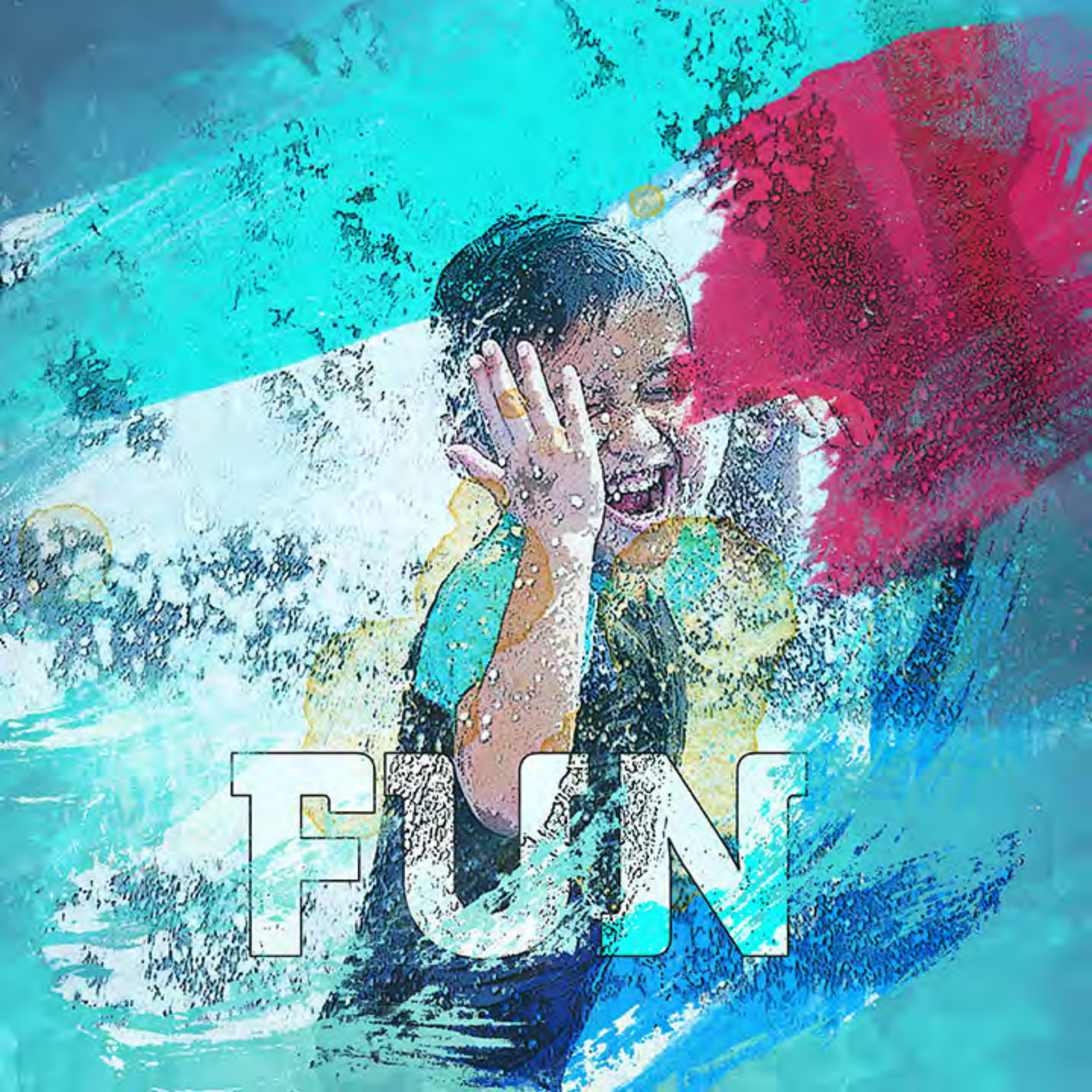
ENTERTAINMENT PLAZA

THEME

FAMILY. COMMUNITY. FUN.

FAMILY

COMMUNITY


FUN

FUN
FAMILY
COMMUNITY

LOCATION

FIRE DEPARTMENT

THEME

REMEMBERING THE FALLEN

Remembering the Fallen

REMEMBERING THE FALLEN

LOCATION

STRAND THEATRE

THEME

BURT RUTAN

BURT RUTAN
N328KF
DINUBA'S OWN
American Aerospace Engineer

BURT
RUTAN
DINUBA'S
American Aerospace
OWN
Engineer
N328KF

City Council Staff Report

Department: CITY MANAGER'S OFFICE January 28, 2020

To: Mayor and City Council

From: Ismael Hernandez, Public Works Director

Subject: Delgado and Nebraska Park Proposed Improvements (IH)

RECOMMENDATION

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

EXECUTIVE SUMMARY

Staff has prepared conceptual designs to add sidewalks and pedestrian access around Delgado and Nebraska Parks. These plans will be used to seek grant funds as they become available.

OUTSTANDING ISSUES

None.

DISCUSSION

The City has recently made improvements to Vuich Park with the addition of sidewalks, benches and landscaping. These sidewalks have improved walkability within the park, and have been positively received by the community. A pavilion is planned later this year in partnership with the Dinuba High School building trades program with funding from the Leadership Northern Tulare County board.

The City has also completed the Roosevelt Paseo improving connectivity for students attending Roosevelt Elementary and residents living in the Viscaya and Euclid neighborhoods. The City also prepared a design for the Viscaya Neighborhood Park and applied for a $7 million grant through Proposition 68. The state intends to announce awards in the spring.

Staff has also prepared some conceptual designs for improvements to Delgado and Nebraska Park. The conceptual designs are include herein as Attachment 'A' and Attachment 'B', respectively.

The improvements to Delgado Park include construction of additional sidewalks to enhance connectivity to surrounding neighborhoods as well as a proposed roundabout at the intersection of Green and Vasser. The proposed roundabout will improve safety and mobility to and from the park as well as for residents utilizing the bus system.

The improvements to Nebraska Park include construction of sidewalks connecting Nebraska to Northridge on the west end of the park. Although not reflected in the conceptual plan, other improvements will include lighting and public restrooms.

Staff is preparing these plans to have these projects "shelf ready" so that we can immediately apply for grant funds as they become available. Staff is seeking input from the City Council on these proposed improvements.

FISCAL IMPACT

PUBLIC HEARING

ATTACHMENTS:

A. Delgado Park Design
B. Nebraska Park Design

CITY OF DINUBA

Together, A Better Community

CALIFORNIA • 1906

Vassar Avenue and Greene Avenue

Conceptual Exhibit

Legend:

- Proposed Landscape and Irrigation
- Proposed Stamped Concrete
- Proposed Concrete Improvements
- Existing Concrete
- Proposed High Visibility Crosswalk
- CSET Limits
- Bus Stop
- Proposed CSET Concrete Improvement Total Area =14,500 S.F.
- Proposed Curb Ramp

N

0 40 80 120 160
Feet

Yamabe & Horn Engineering, Inc.
CIVIL ENGINEERS • LAND SURVEYORS

CITY OF DINUBA

Together, A Better Community

CALIFORNIA • 1906

Nebraska Park Pathway Improvement project

Conceptual Exhibit

LEGEND:

- DETAIL REFERENCE
- EXIST. ASPHALT CONCRETE
- EXIST. CANOPY
- EXIST. CONCRETE
- EXIST. FENCE
- EXIST. TREE
- PROPOSED CONCRETE
- PROPOSED SOLAR LIGHT
- PROPOSED BENCH

NOTE:

The concrete pathway to be 10' wide from southwest of Nebraska to northwest connecting to north park walkway and 5 setting area with benches and solar lights along the pathway

NEBRASKA PARK PATHWAY IMPROVEMENTS:

- *Additional 735 ft of sidewalk providing a 0.58mile walking path around Nebraska park*
- *Five landscaped seating areas with benches and solar lighting*
- *ADA accessibility to all park amenities*
- *Improved safety for park users*

Preliminary Engineer's Estimate — January 18,2019
Nebraska Park(Future) Pathway Improvements — Prepared By: BR
City of Dinuba — Checked By:

Item No	Description	Est. Quantity	Unit	Unit Price	Extension
1	Mobilization and Demobilization	1	L.S	$3,500.00	$3,500.00
2	Excavation	1	L.S	$750.00	$750.00
3	Clearing and Grubbing	1	L.S	$400.00	$400.00
4	Construct Concrete Sidewalk	8374	S.F	$6.00	$50,244.00
5	Install Solar Street Lights (GS-LED-L30) Lumina Series	5	EA	$4,750.00	$23,750.00
6	Outdoor Bench (Oakland Living Model 6123-HB)	5	EA	$450.00	$2,250.00
				Total Estimated Construction Cost=	**$80,894.00**

MISCELLANEOUS

Counstruction Engineering			$5,000.00
Contingency	10.0	%	$8,589.40
		Sub-total Miscellaneous=	$13,589.40
		Total Estimated Project Cost=	**$94,483.40**

40' 0' 40'

SENTINEL VIRTUAL PRODUCTION SERVICES

City Council Staff Report

Department: CITY MANAGER'S OFFICE January 28, 2020

To: Mayor and City Council

From: Nancy Jenner, City Attorney

By: Linda Barkley, City Clerk

Subject: Conference with Legal Counsel - Anticipated Litigation (NJ)

RECOMMENDATION

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

EXECUTIVE SUMMARY

OUTSTANDING ISSUES

DISCUSSION

FISCAL IMPACT

PUBLIC HEARING