CITY COUNCIL
REGULAR MEETING AGENDA
(Teleconferenced)

January 26, 2021
MINUTES

COUNCIL MEMBERS PRESENT:

Reynosa, Nerio-Guerrero, Longoria, Thusu, Launer

COUNCIL MEMBERS ABSENT:

None.

STAFF MEMBERS PRESENT:

Avila, Barkley, James, Jenner, Hernandez, Hurtado, Moreno, Patlan, Popovich, Thompson, Watts, Webster. Others Present: Steve Duh

1. OPENING CEREMONIES

1.1. Welcome and Call to Order

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

1.2. Invocation

The invocation was led by Clerk Barkley.

1.3. Pledge of Allegiance

The pledge of allegiance was led by Vice Mayor Reynosa.

2. AGENDA CHANGES OR DELETIONS

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

Council Member Thusu asked that agenda item 4.6. be discussed prior to the adoption of the consent calendar.

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.

None.

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

City Council Meeting Minutes (LB)

RECOMMENDATION

Council to review and approve meeting minutes of January 12, 2021 as presented.

4.2. SUBJECT

Dinuba Woman's Club Request for Sponsorship for the 2021 Annual Fundraising Event (LB)

RECOMMENDATION

Council approve the sponsorship amount of $500 for the Dinuba Woman's Club fundraising event scheduled to take place on April 10, 2021.

4.3. SUBJECT

Resolution No. 2021-03 Approving an Increase to the 2020-CDBG-12005 and 2020-CDBG-12006 State Contracts for the North Dinuba Infrastructure Improvements Project (IH)

RECOMMENDATION

Council adopt Resolution No. 2021-03 approving an increase in Community Development Grant Funds (CDBG) grant funds for the North Dinuba Infrastructure Improvements Project by an additional $699,800.

4.4. SUBJECT

Resolution No. 2021-02 Acquisition of Public Street Easement for the Alta/Nebraska Avenue Roundabout and Nebraska Avenue Widening Project (JW)

RECOMMENDATION

Council adopts Resolution No. 2021-02 by one motion for the following action:

1. Approves the right of way agreement with the Arias family (i.e. Christina F. Arias, Debra Arias, Christina M. Martinez, Paul Arias Jr., Armando Arias)

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

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

4.5. SUBJECT

Notice of Completion - Autumn Gate Phase 1 Subdivision (JW)

RECOMMENDATION

Council to accept the Autumn Gate Phase 1 public improvements as complete and authorize the City Engineer to file a Notice of Completion with the Tulare County Recorder's Office.

4.6. SUBJECT

Agreement Between County of Tulare and City of Dinuba for Clinical & Support Staff to Administer COVID-19 Vaccines (JORW)

RECOMMENDATION

Council to approve agreement between County of Tulare and City of Dinuba for contracted clinical and support staff to administer COVID-19 vaccines.

Council Member Thusu asked if the agreement between the County of Tulare and the City of Dinuba for Covid-19 vaccination clinical support staff can be modified to include indemnification for the city. Staff will propose the indemnification prior to signing the agreement.

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

Roll Call Vote:
Council Member Reynosa: Aye
Council Member Nerio-Guerrero: Aye
Council Member Longoria: Aye
Council Member Thusu: Aye
Council Member Launer: Aye

5. WARRANT REGISTER

5.1. SUBJECT

Warrant Register January 15 & 22, 2021 (MM)

RECOMMENDATION

Council to review and approve the Warrant Register as presented.

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

Roll Call Vote:
Council Member Reynosa: Aye
Council Member Nerio-Guerrero: Aye
Council Member Longoria: Aye
Council Member Thusu: Aye
Council Member Launer: Aye

6. PUBLIC HEARING

6.1. SUBJECT

Consideration of Potential Projects or Programs for Inclusion in 2020 CDBG-CV2 and CDBG-CV3 Funding Application (IH)

RECOMMENDATION

Council hold a public hearing and consider public comment regarding potential projects or programs in response to the 2020 Community Development Block Grant, Coronavirus Response rounds 2 and 3 (CDBG-CV2 and CDBG-CV3) Notice of Funding Availability.

Business Manager Avila presented information in regard to potential projects or programs for inclusion in 2020 CDBG-CV2 and CDBG-CV3 funding application.

Vice Mayor Reynosa motioned to open discussion; second by Council Member Thusu.

The timing of funding was discussed. Council Member Thusu said many businesses believe the money has already been distributed and spent and that other cities have already received the funds and spent it. Some type of education for the public is a good idea to get them ready for receiving funds.

Assistant Manager James noted that the Chamber of Commerce has done a great job of getting the word out to businesses.

Vice Mayor Reynosa asked if the application is a state form or one created by someone else. Avila reported the the form was created by staff in collaboration with Self-Help.

Rental assistance was also discussed in regard to Covid-19 funding.

Council Member Thusu asked how Self-Help will decide who gets the assistance when there is so much need and so little money.

Avila said we are required by federal statute to give priority to very low income but right now it's first come first served.

No comments from the public were brought forward.

A motion was made by Council Member Thusu, second by Vice Mayor Reynosa, to gather public testimony in regard to potential projects or programs for inclusion in 2020 CDBG-CV2 and CDBG-CV3 funding application.

Roll Call:
Council Member Nerio-Guerrero: Aye
Council Member Reynosa: Aye
Council Member Longoria: Aye
Council Member Thusu: Aye
Council Member Launer: Aye

7. DEPARTMENT REPORTS

7.1. SUBJECT

Resolution No. 2021-04 Adoption of the 2020 Parks and Recreation Master Plan (SH)

RECOMMENDATION

Council to adopt Resolution No. 2021-04 approving the 2020 Parks and Recreation Master Plan.

Director Hurtado presented information in regard to the 2020 Parks and Recreation Master Plan. She requested that the Council adopt Resolution No. 2021-04
She introduced Steve Duh of

Council Member Longoria motioned to discuss; second by Council Member Reynosa to discuss the item.

Council Member Nerio-Guerrero said she would like to see some pocket parks in established areas.

Patlan said he would encourage the Council to include the item as a goal in the master plan to add the pocket parks.

A motion was made by Council Member Thusu, second by Council Member Longoria, to adopt Resolution 2021-04 approving the 2020 Parks and Recreation Master Plan with the addition of pocket parks included in the Plan goals.

Roll Call:
Council Member Reynosa: Aye
Council Member Nerio-Guerrero: Aye
Council Member Longoria: Aye
Council Member Thusu: Aye
Council Member Launer: Aye

City Manager Patlan Hurtado and staff and Conservation Technics for the community outreach. They did a good job in communicating to the public the survey for the Master Plan.

7.2. SUBJECT

Award of Contract for the North Dinuba Infrastructure Improvements Project; CDBG Project No. 20-CDBG-12005 and 20-CDBG-12006 (JW)

RECOMMENDATION

Council to award the contract for the North Dinuba Infrastructure Improvements Project to Agee Construction Corporation in the amount of $3,613,169.50 and authorize the City Manager or designee to execute the contract documents.

City Engineer Watts presented the report for the CDBG Project No. 20-CDBG-12005 and 12006.

Council Member Reynosa motioned to open discussion; second by Council Member Longoria.

Mayor Launer asked if a left-hand turn lane could be included in the project. Engineer Watts said there should have enough room to do that but he will come back at a later date with a confirmation.

A motion was made by Vice Mayor Longoria, second by Council Member Longoria, to award the contract for the North Dinuba Infrastructure Improvements Project to Agee Construction Corporation in the amount of $3,613,169.50 and authorize the City Manager or designee to execute the contract documents.

Roll Call:
Council Member Reynosa: Aye
Council Member Nerio-Guerrero: Aye
Council Member Longoria: Aye
Council Member Thusu: Aye
Council Member Launer: Aye

7.3. SUBJECT

COVID-19 Vaccination Progress Report (JORW)

RECOMMENDATION

Council to receive information update regarding COVID-19 Vaccination and provide direction as appropriate.

Captain Webster provided an update as to the Covid-19 vaccination schedule.

8. MAYOR/COUNCIL REPORTS

Vice Mayor Reynosa said she would like to make room in next year's budget to hire staff for the parks department and the public works department as they have taken on many more duties in regard to landscaped areas.

Council Member Thusu reported he attended the League of Cities Revenue and Taxation Committee meeting. He shared that the sales tax reform issue will come back in the near future. He shared he attended the local transportation meeting. He congratulated the Finance department for the recent award.

Coucncil Member Longoria reported he attended the Public Safety Commission meeting. He reported he has a potential candidate for the vacant position.

Council Member Nerio-Guerrero reported that last week she virtually attended the League of Cities conference for mayors and new council members and will continue to do so this week. She congratulated the Dinuba High School cheerleaders for their television spot on "Dance Across America."

Mayor Launer reported that she too attended the League of Cities conference for mayors and new council members. She attended a San Joaquin Valley policy committee meeting and the committee is trying to meet with the governor to discuss roads and the changes in our fuels and the impacts it will have on us.

9. CITY MANAGER COMMUNICATIONS

City Manager Patlan reported there is a heavy storm projected this week. The newly installed storm drain will be at work.

10. CITY STAFF COMMUNICATIONS

Assistant City Manager James reported that he will continue to provide Covid-19 information on social media as is provided to him.

Chief Popovich reported the Public Safety Commission meeting went well last week. He reported that he along with Finance staff will be meeting with the commission to review the budget process.

Captain Webster reported the fire department is constantly monitoring the virus. One staff member is out with Covid and one staff member in Loma Linda helping out at the hospital there.

11. ADJOURNMENT

Mayor Launer adjourned the meeting at 7:52 pm.

City Council Staff Report

Department: CITY MANAGER'S OFFICE | January 26, 2021

To: Mayor and City Council

From: Linda Barkley, City Clerk

Subject: City Council Meeting Minutes (LB)

RECOMMENDATION

Council to review and approve meeting minutes of January 12, 2021 as presented.

EXECUTIVE SUMMARY

None.

OUTSTANDING ISSUES

None.

DISCUSSION

None.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.

ATTACHMENTS:

City Council Meeting Minutes 1.12.2021

CITY COUNCIL
REGULAR MEETING
(Teleconferenced)

January 12, 2021
MINUTES

COUNCIL MEMBERS PRESENT:

Thusu, Reynosa, Launer, Longoria, Nerio-Guerrero

COUNCIL MEMBERS ABSENT:

None

STAFF MEMBERS PRESENT:

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

1. OPENING CEREMONIES

1.1. Welcome and Roll Call

Mayor Launer 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 flag salute was led by Assistant City Manager James.

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.

Council Member Thusu requested that item 5.5. of the Consent Calendar be discussed prior to adoption of the calendar. No additional changes were made to the agenda.

3. NEW EMPLOYEES AND PROMOTIONS

3.1. Introduction and Oath of Office for Police Officer Keri Babcock (DP)

3.2. Introduction and Oath of Office for Police Officer Jacob Aguilar (DP)

3.3. Introduction and Oath of Office for Reserve Police Officer Thomas Leonard (DP)

Police Chief Popovich introduced and welcomed Police Officers Keri Babcock, Jacob Aguilar and Thomas Leonard. Mayor Launer administered the Oath of Office to the officers. Each officer had their badge pinned on them and Mayor Launer declared a break at 6:51 pm for pictures with the officers.

Mayor Launer reconvened the meeting at 7:02 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

Notice of Completion - Well No. 21 Casing Hammer Test Well (JW)

RECOMMENDATION

Council to accept the Well No. 21 Casing Hammer Test Well Project as complete and authorize the City Engineer to file a Notice of Completion with the Tulare County Recorder's Office.

5.2. SUBJECT

City Council Meeting Minutes, December 8, 2020 (LB)

RECOMMENDATION

Council to review and approve the meeting minutes of December 8, 2020 as presented.

5.3. SUBJECT

Health Management Associates Agreement for Emergency Medical Reimbursements (JorW)

RECOMMENDATION

Council approve the agreement between the cities of Dinuba, Kingsburg, Coalinga, Sanger, Selma and Health Management Associates regarding consulting services for the Intergovernmental Transfer(IGT) Program for ambulance reimbursements.

5.4. SUBJECT

Appointment to the City of Dinuba Public Safety Commission (LB)

RECOMMENDATION

Council to appoint applicant Victorio Rojas to the Public Safety Commission to serve a term of two (2) years.

5.5. SUBJECT

Approval of Guidelines for the CDBG CARES Business Assistance Program (IH)

RECOMMENDATION

Council review and approve guidelines for the Business Assistance Program funded by the first round of Community Development Block Grant (CDBG), CARES funding.

Council Member Thusu asked if there is a deadline to apply for the CDBG CARES Business Assistance Program and, what about multiple applications. Director Hernandez reported that Self-Help will administer the program. The program is first-come first-served. Hernandez also noted that the second round of the program will begin later this month.
A motion was made by Council Member Thusu, second by Vice Mayor Reynosa, to approve the Consent Calendar as presented.

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

6. WARRANT REGISTER

6.1. SUBJECT

Warrant Register December 11, 18 & 31, 2020; January 8, 2021 (MM)

RECOMMENDATION

Council to review and approve the warrant register as presented.

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

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

7. PUBLIC HEARING

7.1. SUBJECT

Development Impact Fee Annual Report for FY 2019/20 (IH)

RECOMMENDATION

Council hold a public hearing to accept public comment regarding the FY 2019/20 Development Impact Fee Annual Report and file the report with the Office of the City Clerk.

Fiscal Analyst Patino presented information concerning the Development Impact

Fee annual report for FY 2019/2020. She requested the Mayor open the hearing to gather information from the public on the matter. Patino requested that following the hearing, Council direct staff to file the annual report with the City Clerk.

Mayor Launer opened the hearing but no comments were brought forward. She closed the hearing.

A motion was made by Council Member Thusu, second by Vice Mayor Reynosa, to file the report with the Office of the City Clerk.

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

8. DEPARTMENT REPORTS

8.1. SUBJECT

Resolution No. 2021-01 Amending Economic Development Incentives (DJ)

RECOMMENDATION

Council to adopt Resolution No. 2021-01 amending Commercial Economic Development Incentives.

Assistant City Manager James presented amendments to the Economic Development Incentives for the City. He requested that the Council adopt Resolution No. 2021-01 approving the amended incentives.
A motion was made by Council Member Nerio-Guerrero, second by Vice Mayor Reynosa, to adopt Resolution No. 2021-01 amending Commercial Economic Development Incentives.

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

8.2. SUBJECT

Appointment of Alternate Member to the San Joaquin Valley Air Pollution Control District Special City Selection Committee (LB)

RECOMMENDATION

Council to appoint a Council Member as the City's alternate representative to the San Joaquin Valley Air Pollution Control District's Special City Selection Committee.

City Clerk Barkley reported to the City Council that there is currently a need to fill the alternate position on the San Joaquin Valley Air Pollution Control District Special City Selection Committee. The vacant position is a result of the term ending of former Council Member Emilio Morales.
A motion was made by Council Member Thusu, second by Vice Mayor Reynosa, to appoint Mayor Launer as the alternate member to the San Joaquin Valley Air Pollution Control District Special City Selection Committee representing Dinuba.

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

8.3. SUBJECT

Appointment of Primary and Alternate Representatives to the Kings Basin Water Authority Board (LB)

RECOMMENDATION

Council to appoint members of the City Council as primary and alternate representatives to the Kings Basin Water Authority Board.

City Clerk Barkley reported that following the exit of Council Member Morales, there is a vacancy for the primary and alternate representatives on the Kings Basin Water Authority Board. Barkley requested the Council consider appointing members of the Council to represent the City of Dinuba on the Kings Basin Water Authority Board.
A motion was made by Council Member Thusu, second by Council Member Longoria, to appoint Vice Mayor Reynosa as the primary member, appoint Council Member Nerio-Guerrero as the alternate member, and appoint Director Hernandez as the second alternate member to the Kings Basin Water Authority Board.

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

9. MAYOR/COUNCIL REPORTS

Council Member Thusu asked what the plan is for Covid-19 vaccinations. City Manager Patlan replied that all fire staff have received the vaccination; some the first vaccination and some both vaccinations. Patlan said this item can be placed on the agenda at the next Council meeting.

Mayor Launer reported that she witnessed the installation of the drain system.

10. CITY MANAGER COMMUNICATIONS

City Manager Patlan reported the improvements on M Street north of Tulare were included as part of the storm drain project.

Patlan reported that last Friday he included in his weekly update that the city's Part 1 crimes were down significantly from 2019. He said it's a testament to the Chief and his officers getting out and engaging the community. He noted that City Hall will be closed Monday in observance of Martin Luther King holiday.

11. CITY STAFF COMMUNICATIONS

Chief Popovich thanked the City Manager for recognizing the police department. Work continues on the police department parking lot. The department is almost up to full staff.

Chief Thompson reported that Captain Webster is working closely with the chief as he plans to retire soon.

Captain Webster that the Tulare County HHSA are working on the first and second rounds of the vaccine for fire staff. there are four staff members who will be helping with the vaccinations next week. Webster reported that Covid numbers are up and crews are doing a great job and staying safe. Their morale is good. He added that a paramedic completed training.

Engineer Watts reported that construction projects are going well.

Director Hernandez reported that with the installation of the Kern Street Drain, there will be no more flooding in the downtown during major events. In addition, he said the storm grates will also be replaced.

12. ADJOURNMENT

Mayor Launer adjourned the meeting at 7:43 pm.

City Council Staff Report

Department: CITY MANAGER'S OFFICE | January 26, 2021

To: Mayor and City Council

From: Linda Barkley, City Clerk

Subject: Dinuba Woman's Club Request for Sponsorship for the 2021 Annual Fundraising Event (LB)

RECOMMENDATION

Council approve the sponsorship amount of $500 for the Dinuba Woman's Club fundraising event scheduled to take place on April 10, 2021.

EXECUTIVE SUMMARY

The Dinuba Woman's Club will host their annual signature fundraising event on April 10, 2021. The Club raises funds through various fundraising efforts and provides youth scholarships and supports and sponsors several community activities.

OUTSTANDING ISSUES

None.

DISCUSSION

The Dinuba Woman's Club submitted a request for sponsorship (Attachment 'A') to help with the Club's signature event scheduled in spring 2021. The event, "Springtime in Paris", will feature a luncheon, boutique and fashion show and will be held at the Dinuba Memorial Hall.

The Club was established in 1895, making it the oldest service club in Dinuba. Their ongoing efforts to support the community have included the City's Fall Harvest Fling and Spring Fling; Sober Grad Night, Open Gate Ministries, Alta Historical Society and many more organizations and activities. Most notably, the Club provides youth scholarships for Dinuba High School students.

The Club has requested that the City become a co-sponsor to help with their signature event and staff recommends that the City Council approve a Gold sponsorship of $500. In return, the Gold level recognizes sponsors on the Community Event Page on all event-related promotional collateral including invitations, flyers and email. It also provides for a presence at the event for disseminating the sponsor's information; the opportunity to have banners displayed at the event; recognition as a sponsor on the event "thank you" signage; and, on-stage recognition of the sponsorship during the event. Moreover, a sponsorship will help support the community as the Woman's Club is involved in many notable community functions.

FISCAL IMPACT

The donation amount of $500 will be funded from the Community Grants / Miscellaneous fund.

PUBLIC HEARING

None required.

ATTACHMENTS:

A. DWC Request for Sponsorship

ATTACHMENT "A"



April 10, 2021

December 30, 2020

Dear Sponsor,

Date Change! **Our new date is April 10, 2021**. We are excited and are busy planning our "Springtime In Paris" event.

Our event benefits our local students and many other needy projects. By partnering with Dinuba Women's Club, you make all the difference in our community. We will keep you updated on the venue as we get updates on gathering regulations. We are planning for all options: inside, outside or drive thru. Rest assured that we have everyone's safety in mind to make this a successful and fun event.

Thank you for your Sponsorship! A tax-deductible receipt will be made available.

Merci and Bonne Annee!

Mrs. Maribel Sorensen

Mrs. Maribel Sorensen

Dinuba Women's Club Fundraising Chair, 2nd Vice President

559-907-7727

soredoc@sbcglobal.net

195 E. El Monte Way

Dinuba, CA 93618

DINUBA WOMAN'S CLUB

commitment to community

SPONSORSHIP FORM

"Springtime In Paris" April 10, 2021

As a sponsor for the Dinuba Woman's Club event, I will have the satisfaction of knowing that I am "Committed to Community" with my contribution. I agree to the following conditions:

My Sponsorship Check-off List:

1.) My organization will provide sponsorship funding on or before the date of **February 1, 2021.**

2.) My organization will provide a **digital copy of our logo,** send to soredoc@sbcglobal.net which will be used in promotional materials.

3.) Make Checks payable to: **Dinuba Woman's Club**

Contact Info:
Maribel Sorensen
195 E El Monte Way
Dinuba, CA 93618
soredoc@sbcglobal.net
559.907.7727

Thank You For Your Sponsorship And Support!

The Dinuba Woman's Club is a tax-exempt non-profit organiztion under Section 501(c) (3) of the Internal Revenue Code and your contribution is fully tax-deductible to the extent of the Law. (Tax identification number available upon request.)

Please detach and send this portion with your donation

Sponsor Type

☐ Gold Sponsor $500.00

☐ Silver Sponsor $350.00

☐ Bronze Sponsor $300.00

☐ Other
$ _____

$ _____ Total Enclosed

Sponsor Information

Name: _____ Title: _____

Organization: _____ Address: _____

Phone: _____ Email: _____

CITY OF DINUBA
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City Council Staff Report

Department: PUBLIC WORKS | January 26, 2021

To: Mayor and City Council

From: Ismael Hernandez, Public Works Director

By: George Avila, Business Manager

Subject: Resolution No. 2021-03 Approving an Increase to the 2020-CDBG-12005 and 2020-CDBG-12006 State Contracts for the North Dinuba Infrastructure Improvements Project (IH)

RECOMMENDATION

Council adopt Resolution No. 2021-03 approving an increase in Community Development Grant Funds (CDBG) grant funds for the North Dinuba Infrastructure Improvements Project by an additional $699,800.

EXECUTIVE SUMMARY

The City was recently awarded $3,499,000 in Community Development Block Grant (CDBG) Program funds for the North Dinuba Infrastructure Improvements Project. However, revenues for this project total $3.7 million and the total cost is estimated at $4.4 million leaving a shortfall of approximately $700,000. Fortunately, the state allows for grant funds to be increased by up to 20%. Adoption of Resolution No. 2020-03 formally requests the full 20% which will increase the CDGB grant funds by an additional $699,800 to cover the full cost of the project.

OUTSTANDING ISSUES

None.

DISCUSSION

The City was awarded $3,499,000 in Community Development Block Grant (CDBG) Program funding for the North Dinuba Infrastructure Improvements Project. Staff held a bid opening for the project on January 13, 2021 and a total of eleven bids were received. Unfortunately, all bids were higher than the available budget. Instead of paring back the project scope or rebidding the project creating delays, the Department of Housing and Community Development has indicated that jurisdictions can request an increase to the awarded funds by no more than 20%. Given this provision, Staff would like to submit a formal request to solicit an additional $699,800.

Below is a breakdown of project costs and funds available:

PROJECT COSTS

Total Base Bid	$3,613,170
Contingency – 10% of construction costs	$ 361,317
Engineering / Design / Bidding	$ 165,000
Construction Management	$ 150,000
Inspections / Testing	$ 100,000
Grant Administration	$ 90,000
TOTAL	**$4,479,487**

FUNDING SOURCES

CDBG Street Improvements	$2,591,195
CDBG Sewer Rehabilitation	$ 907,805
Local Funds	$ 134,187

ROW Encroachment Permit Fee (included in bid)	$ 146,500
Additional Funds Request	$ 699,800
TOTAL	**$4,479,487**

Should the Council authorize staff to proceed with requesting the additional grant funds, a formal letter will be sent to HCD along with the following required documents:

- Engineer Estimate
- Low Bid Received
- Signed Statement of Assurances
- Updated Project Schedule

Resolution No. 2021-03 enclosed herein as Attachment 'A' formally requests the additional grant funds for the project. Based on preliminary discussions with the CDBG Department, staff is hopeful these funds will be approved and awarded within 30 days.

FISCAL IMPACT

There is no fiscal impact associated with the recommended action. If the request is approved, the additional funds would all come in the form of a grant.

PUBLIC HEARING

None.

ATTACHMENTS:

A. Resolution Number 2021-03

RESOLUTION NO. 2021-03

RESOLUTION APPROVING AN INCREASE IN FUNDING AND THE EXECUTION OF GRANT AMENDMENTS THERETO FOR THE 20-CDBG-12005 AND 20-CDBG-12006 STATE CONTRACTS FOR FUNDING YEAR 2020 OF THE STATE CDBG PROGRAM

WHEREAS, the City submitted two applications for funding to the Department of Housing and Community Development CDBG program under the 2020 Notice of Funding Availability for the North Dinuba Infrastructure Improvement Project; and

WHEREAS, the City was awarded funding in the amount of $2,591,195 for contract 20-CDBG-12005 and $907,805 for contract 20-CDBG-12006, by the Department of Housing and Community Development CDBG Program; and

WHEREAS, the bids received to complete the project exceeded the grant funds awarded for the project and additional CDBG funds are required.

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

SECTION 1:

The City Council has reviewed and hereby approves the increase of funding for the North Dinuba Infrastructure Improvement Project for up to 20% of the awarded amounts listed above. The amounts will be added to the contracts as follows:

20-CDBG-12005	$2,591,195 (Original Funded Amount) $518,239 (Requested Addition) $3,109,434
20-CDBG-12006	$907,805 (Original Funded Amount) $181,561 (Requested Addition) $1,089,366

Section 2:

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

SECTION 3:

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

SECTION 4:

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

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Dinuba held on January 26, 2021 by the following vote:

AYES: NOES:

ABSENT:

_____
Name and Title
City Council

STATE OF CALIFORNIA
City of Dinuba

I, _____, City/County Clerk of the City/County of _____, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said City Council/Board of Supervisors on this ___ day of _____, 20____.

_____
Name, City/County Clerk of the City/County of

_____, State of California

By: _____
Name, Title

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City Council Staff Report

Department: ENGINEER/PLANNING | January 26, 2021

To: Mayor and City Council

From: Jason Watts, City Engineer

Subject: Resolution No. 2021-02 Acquisition of Public Street Easement for the Alta/Nebraska Avenue Roundabout and Nebraska Avenue Widening Project (JW)

RECOMMENDATION

Council adopts Resolution No. 2021-02 by one motion for the following action:

1. Approves the right of way agreement with the Arias family (i.e. Christina F. Arias, Debra Arias, Christina M. Martinez, Paul Arias Jr., Armando Arias)

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

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

EXECUTIVE SUMMARY

On February 13, 2018 Council adopted Resolution 2018-05 approving the Program Supplement for the use of Measure R funds for the design and right-of-way acquisition for the Alta and Nebraska Avenue Roundabout Project and Nebraska Avenue Widening west of Alta Avenue. Staff has reached agreement with several property owners for the purchase of right-of-way needed for the project. The City Council must approve the purchase and accept the dedication of easements for public streets and utility purposes by adopting Resolution No. 2020-02.

OUTSTANDING ISSUES

None.

DISCUSSION

The City of Dinuba has been working on the engineering design for a roundabout at Alta and Nebraska Avenues. The project consists of the construction of a single lane roundabout which includes a reconstructed pavement structural section, curb and gutter, curb ramps, sidewalk, median islands, landscape and irrigation, and other miscellaneous street improvements. The roundabout will improve mobility as well as safety at this key intersection. The conceptual design of the roundabout is enclosed herein as Attachment 'A'.

In order to accommodate the improvements necessary to construct the roundabout, the city needed to obtain additional right-of-way from twelve (12) affected property owners. Staff retained a right of way consultant to meet with affected property owners to negotiate the purchase of the needed right of way. The consultant has met with all affected property owners and eleven (11) have agreed to sell the needed right-of-way for the project. The Arias family is the latest property owner that has agreed to sell the needed right-of-way to the city.

The purchase price for the Arias family right-of-way was based on an initial appraisal completed by James G Palmer Appraisals, Inc. Each appraisal was then reviewed by a third-party appraiser (Lawrence D. Hopper) before a final purchase price was determined and accepted by the parties.

The information on the property is listed below.

Alta/Nebraska Avenue Roundabout Project

Property Owner	APN	Compensation
Arias Family (i.e. Christina F. Arias, Debra Arias, Christina M. Martinez, Paul Arias Jr., Armando Arias)	014-380-024	$15,200.00

The City Council must adopt Resolution No. 2021-02 enclosed herein as Attachment 'B' approving the Right-of-Way Purchase Agreement and accepting the Grant Deed of Easement for use as public streets and utility purposes. A copy of the Right of Way Agreement and Grant Deed of Easement are enclosed herein as Attachment 'C'.

The last remaining property that still needs to be acquired was discussed on April 28, 2020. On said date, City Council adopted Resolution 2020-19 authorizing commencement for the acquisition of the remaining property via eminent domain. Staff is still working through acquiring said property.

FISCAL IMPACT

The budget for the Alta and Nebraska Avenue Roundabout Project includes funds for easement acquisition. The acquisition of the easement will be funded with Measure R and CMAQ funds which was approved as part of Resolution No 2018-05.

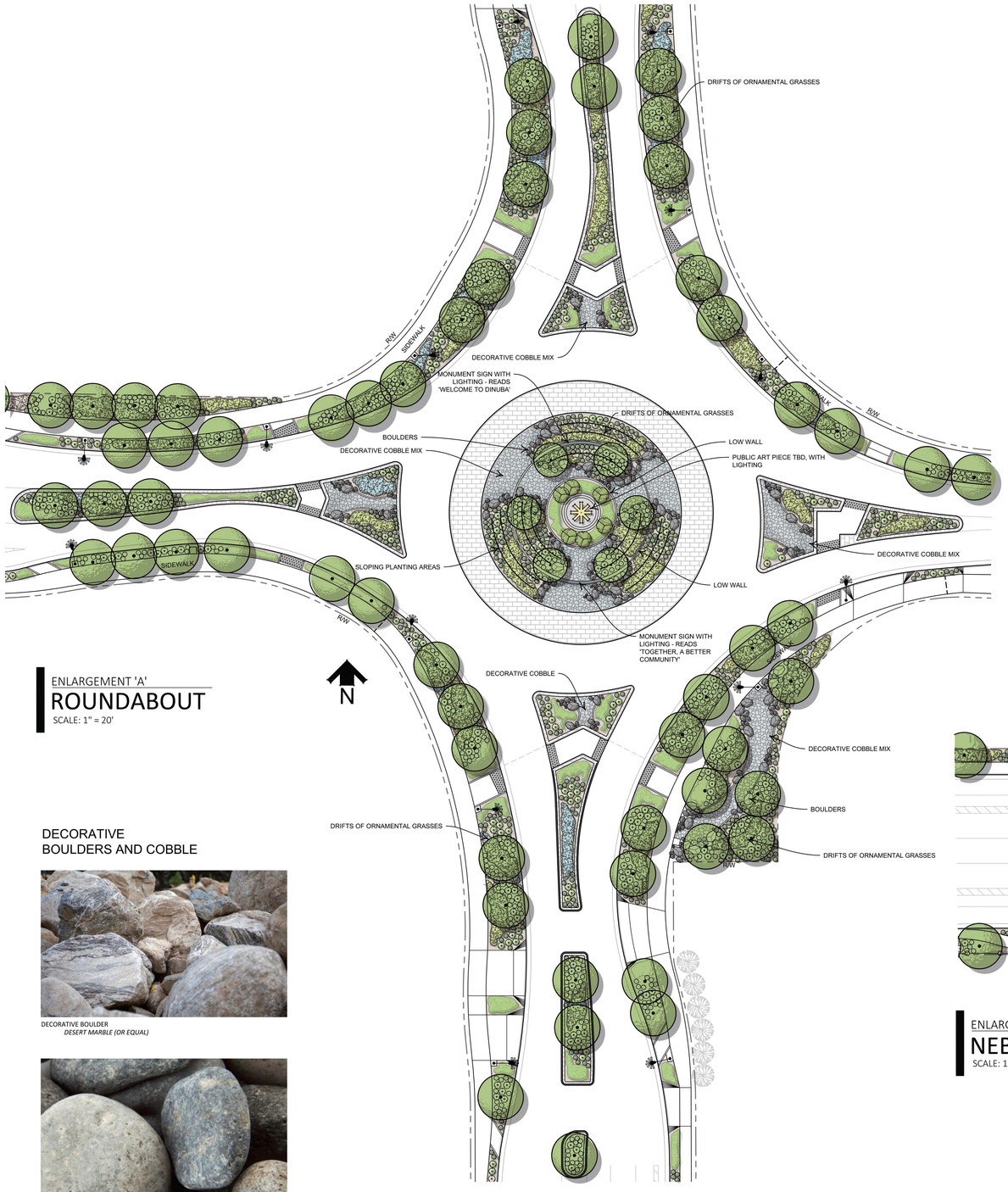
The property acquisition for the Nebraska Avenue Widening Project will be funded with transportation impact fees.

PUBLIC HEARING

None

ATTACHMENTS:

A. Landscape and Irrigation Conceptual Plan
B. Resolution No. 2021-02
C. Right of Way Agreement - Arias



ENLARGEMENT 'A'

ROUNDABOUT

SCALE: 1" = 20'

DECORATIVE BOULDERS AND COBBLE

DECORATIVE BOULDER
DESERT MARBLE (OR EQUAL)

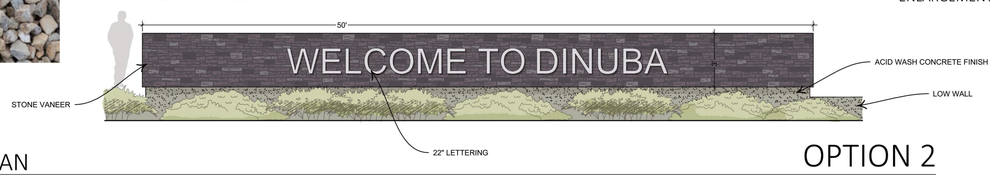


MIX OF 50% 1"-2" AND 50% 4 - 8" COBBLE
SANTA FE (OR EQUAL)



3/4" DECORATIVE GRAVEL (BACKFILL FOR COBBLE)
COPPER CANYON (OR EQUAL)

MONUMENT SIGN ELEVATION



RECOMMENDED TREES SHRUBS AND GROUND COVER

TREES

1 | FOREST PANSY RED BUD
Cercis canadensis 'Forest Pansy'

2 | Crape Myrtle
Lagerstroemia indica spp.

3 | Chinese Pistache
Pistacia chinensis

SHRUBS

4 | CORAL ALOE
Aloe striata

5 | LITTLE JOHN BOTTLE BRUSH
Calistemon 'Little John'

6 | CONCHA CEANOTHUS
Ceanothus 'Concha'

7 | DIANELLA
Dianella 'Little Rev'

8 | RED YUCCA
Hesperaloe parviflora

9| LAVENDER
Lavandula 'Goodwin Creek Grey'

10 | PINK MUHLY
Muhlenbergia capilaris

11 | NEW ZEALAND FLAX
Phormium 'Apricot Queen'

12 | AUTUMN SAGE
Salvia Greggii

GROUNDCOVER

13 | NEW GOLD LANTANA
Lantana 'New Gold'

14 |MYOPORUM
Myoporum parvifolium 'Putah Creek'

KEY:

1	2	3	4
5	6	7	8
9	10	11	12
13	14		

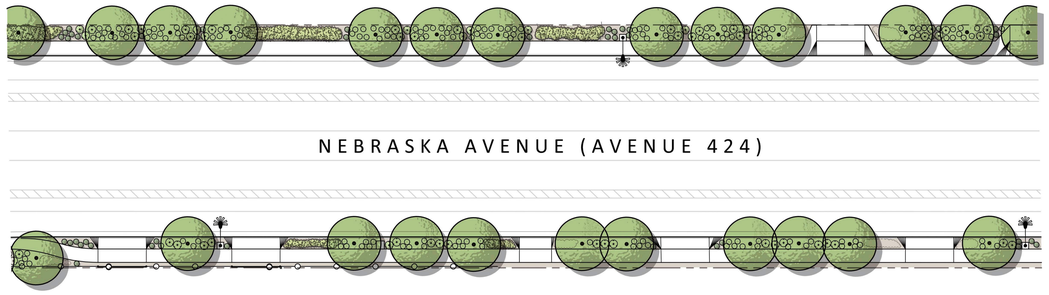


SOUTHBOUND VIEW



NORTHBOUND VIEW

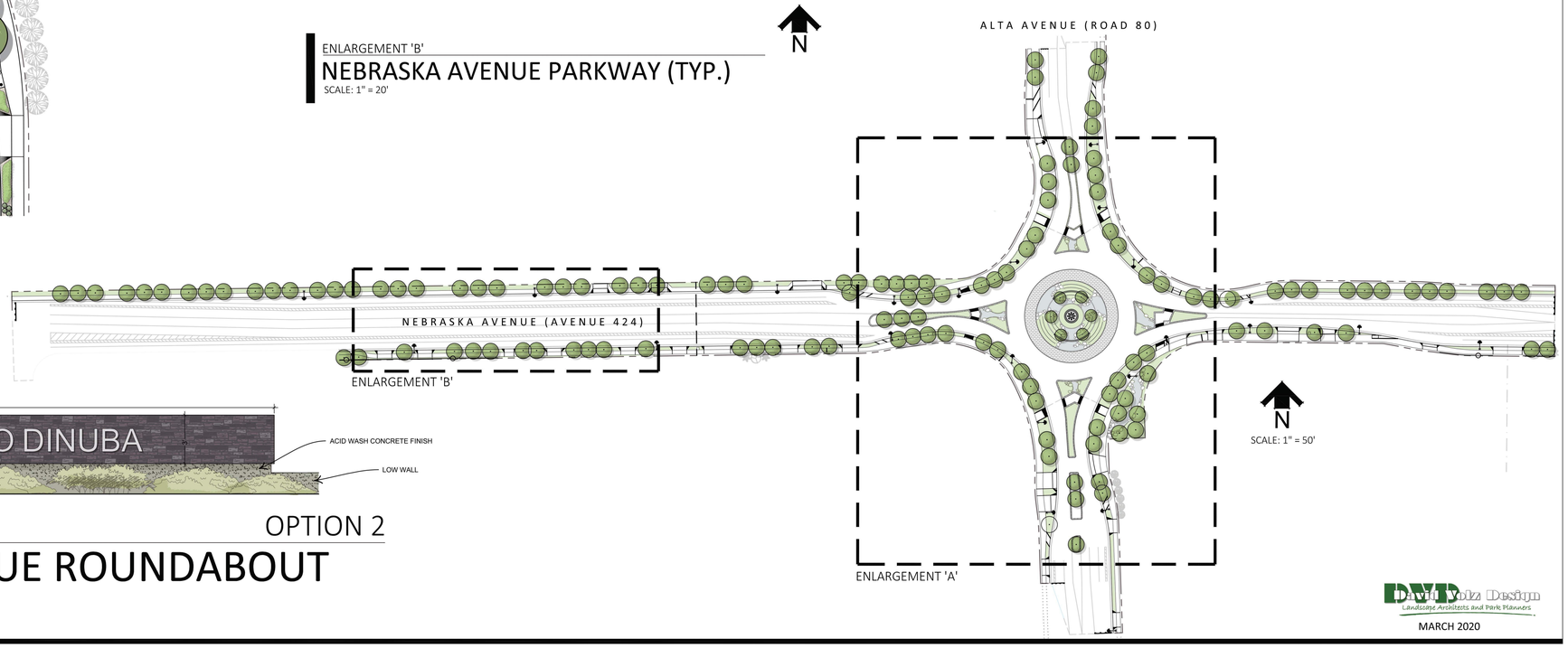




ENLARGEMENT 'B'

NEBRASKA AVENUE PARKWAY (TYP.)

SCALE: 1" = 20'



LANDSCAPE CONCEPT PLAN

OPTION 2

ALTA AVENUE AND NEBRASKA AVENUE ROUNDABOUT

CITY OF DINUBA

DYP Yokz Design
Landscape Architects and Park Planners

MARCH 2020

RESOLUTION 2021-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA APPROVING THE PURCHASE OF AN EASEMENT FOR THE ALTA AND NEBRASKA AVENUE ROUNDABOUT PROJECT AND ACCEPTING THE EASEMENT FOR PUBLIC STREET AND UTILITY PURPOSES FROM: ARIAS FAMILY (i.e. CHRISTINA F. ARIAS, DEBRA ARIAS, CHRISTINA M. MARTINEZ, PAUL ARIAS JR., ARMANDO ARIAS)

WHEREAS, the City of Dinuba is proposing a Roundabout at Alta and Nebraska Avenue; and

WHEREAS, the Alta and Nebraska Avenue Roundabout requires the acquisition of an easement, as shown on the attached Deeds of Easement; and

WHEREAS, the City has allocated Measure R and CMAQ funds to the Alta and Nebraska Avenue Roundabout Project for Right-of-Way acquisition; and

WHEREAS, the City has allocated Transportation Funds to the Nebraska Avenue Widening Project for Right-of-Way acquisition; and

WHEREAS, the use of Congested Mitigation Air Quality (CMAQ) funds for construction required the City to follow federal guidelines and requirements for the acquisition of Right-of-Way; and

WHEREAS, a formal offer has been made to the property owner for the acquisition of rights of way and the owner has agreed to the sale value amount shown below:

Property Owner	APN	Compensation
Arias Family (i.e. Christina F. Arias, Debra Arias, Christina M. Martinez, Paul Arias Jr., Armando Arias)	014-380-024	$15,200.00

WHEREAS, the City enlisted the services of a qualified appraiser and review appraiser to establish the fair market value of the required easements in accordance with Federal guidelines; and

WHEREAS, on the properties affected by the dedication of public street and utility easement, the owners have consented to sell and grant the property to the City through a Deed of Easement.

WHEREAS, the City Engineer recommends the approval of the purchase of one easement from the property owner listed above, for the sale value listed;

NOW, THEREFORE, BE IT RESOLVED that the City Council of Dinuba herby takes the following actions:

1. Approves the right of way agreement with the Arias Family (i.e. Christina F. Arias, Debra Arias, Christina M. Martinez, Paul Arias Jr., Armando Arias)

2. Authorizes the City Manager to sign the agreement on behalf of the City for acquisition of an Easement for Public Street and Utility Purposes and open escrow for the sales.

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

4. The above recitals are true and correct and are adopted as the findings of the City Council.

5. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

6. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

IN WITNESS THEREOF, I, Linda Launer, Mayor of the City of Dinuba have hereunto set my hand and caused the great seal of the City of Dinuba to be affixed, on this _____ day of _____ two-thousand-twenty-one.

PASSED AND ADOPTED this ___ day of _____, 20_____ by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

_____
Mayor

ATTEST:

_____
Linda Barkley, City Clerk

REAL PROPERTY PURCHASE AND SALE AGREEMENT

This Real Property Purchase and Sale Agreement ("Agreement") is entered into by and between the City of Dinuba, a California municipal corporation ("Buyer"), and Christina F. Arias, as to a life estate and Debra Arias and Christina M. Arias (who acquired title as Christina M. Martinez), Paul Arias Jr., and Armando Arias, each as to an one-quarter interest, as tenants in common, ("Seller"), pursuant to the following recitals:

RECITALS:

A. WHEREAS, Seller owns certain real property at 1613 N. Alta Avenue, in the City of Dinuba, County of Tulare, State of California.

B. WHEREAS, Buyer desires to acquire, more particularly described below an area totaling 1,099 square feet of the property for public street and utility easement purposes (the "Project"); and

C. WHEREAS, under threat of condemnation by Buyer, Seller agrees to sell the easement area described in B. above; and

D. WHEREAS, Buyer and Seller have agreed to Buyer's purchase of the interest in real property by means of this Agreement and the recordation of a deed of easement conveying the interest in Real Property to Buyer.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

AGREEMENT:

1. The Property. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and acquire from Seller, subject to the terms and conditions set forth herein, that certain interest in real property consisting of street easement and public utility easement totaling 1,099 square feet, located at 1613 N. Alta Avenue, in the City of Dinuba, California. This is a portion of Tulare County Assessor's Parcel No. 014-380-02-4000 as more particularly described in Exhibit "A" and depicted in Exhibit "B" (the "Property").

2. Purchase Price. The purchase price to be paid by Buyer for the Property shall be Twenty Thousand, Nine Hundred Seventy-Three and 50/100 Dollars ($20,973.50) (the "Purchase Price"). As herein, Buyer shall pay the Purchase Price by depositing funds into the escrow in time to meet the Title Company's requirements for immediately available funds at close of escrow.

3. Acquisition of Property Under Threat of Eminent Domain. Seller acknowledges that Buyer has the power, subject to legal requirements, to acquire the Property by eminent domain. Seller and Buyer stipulate that the Purchase Price is the fair market value of the Property and is just compensation for the Property, including any and all other losses, whether by way of improvements, severance damages, cost to cure, goodwill or otherwise. Buyer acknowledges that Seller is selling

the Property to Buyer under threat of eminent domain proceedings pursuant to the authority vested in Buyer as a California municipal corporation. Buyer acknowledges that Seller would have required Buyer to institute an eminent domain proceeding if Buyer and Seller had not agreed on the Purchase Price for the Property. Should escrow not close as provided in this Agreement, and Buyer commences an eminent domain proceeding to acquire the Property, Buyer may file this Agreement with the court as a stipulation upon which the court may enter judgment in any eminent domain proceeding for the Property. This stipulation shall survive the close of escrow and any expiration or termination of this Agreement or the escrow.

4. Seller's representations and warranties. Seller represents and warrants that: (a) Seller owns the Property, free and clear of all liens, licenses, claims, encumbrances, easements, encroachments on the Property from adjacent properties, and any rights of way, other than those disclosed by the public record; (b) Seller has no knowledge of any pending litigation involving the Property, (c) Seller has no knowledge of any violations of, or notices concerning defects or noncompliance with, any code, statute, regulation, ordinance, or judicial order concerning the Property; and (d) Seller has no knowledge of any material defects in the Property, including, but not limited to, the presence of any hazardous materials in the soil and/or water on, under, or around the Property. These warranties shall survive the close of escrow and the recording of the easement deed.

5. Buyer's representations and warranties. Buyer represents and warrants that it has the authority to enter into this Agreement, and upon execution of this Agreement, and subject to the conditions precedent set forth herein, Buyer will have full authority to carry out the provisions of this Agreement. These warranties shall survive the close of escrow and the recording of the easement deed.

6. Escrow. Following execution of this Agreement, the parties shall open an escrow with Placer Title Company at 7643 North Ingram Avenue, Suite 101, Fresno, CA 93711 ("Title Company"), Attn: Darryl Evans. This Agreement, when signed by both parties and deposited with the Title Company, will be the joint escrow instructions. Buyer and Seller must sign any other form instructions required by Title Company that are not inconsistent with the terms of this Agreement.

6.1 Deposits into escrow. Buyer and Seller will deposit all documents, money, and other items with the Title Company that is: (a) identified in this Agreement or, (b) required by the Title Company to effect the close of escrow as provided herein.

6.2 Title. Seller must convey title to the Property to Buyer free and clear of all title defects, liens, encumbrances, conditions, covenants, restrictions, and other adverse interests of record or known to Seller, subject only to title conditions numbered 1, 2, 3, 4, and 8 of the Condition of Title Guarantee No. CTG-8001965, issued by Old Republic National Title Insurance Company on April 10, 2019. A copy of pages 1 through 4 of the Title Guarantee is attached hereto as Exhibit "C" and incorporated herein by this reference.

6.3 Title and closing costs. Seller must pay any costs of clearing and conveying title in the condition described in Section 6.2 above, including but not limited to any charges associated with the partial or full reconveyance of any deed(s) of trust, and any delinquent and/or unpaid taxes, assessments, or liens. Buyer shall pay the costs of

any owner's title policy in an amount specified by Buyer, insuring Buyer's title in the condition described in Section 6.2, and all escrow fees, and costs to record the easement deed. Buyer and Seller will pay any other costs according to the custom in Tulare County.

6.4 Close of escrow. The escrow shall be in condition to close when all conditions to close are satisfied or waived, the Title Company is prepared to issue the title policy described herein, and the Title Company is otherwise able to record the easement deed conveying title to the Property from Seller to Buyer. The escrow will be considered closed on the date the easement deed is recorded ("close of escrow").

6.5 Prorations. The Title Company shall not prorate current real property taxes and special assessments, if any, between Seller and Buyer based on a 30-day month as of the close of escrow.

6.6 Disbursements. At close of escrow, Title Company shall disburse the Purchase Price to Seller, less Seller's costs to clear title, prorations, and other costs, if any, and when Title Company is prepared to issue an owner's title policy to Buyer insuring Buyer's interest in the condition set forth in Section 6.2 above, for the amount designated by Buyer.

6.6.1 Five checks in equal amounts shall be issued as follows: 1) Christina F. Arias, 2) Debra Arias, 3) Christina M. Arias, 4) Paul Arias, Jr., 5) Armando Arias.

6.7 Risk of loss. Risk of loss or damage to the Property, or any improvements thereon, shall pass from Seller to Buyer upon close of escrow.

6.8 Removal of Improvements. Seller may remove any and all landscaping, trees, bushes, and fencing from the right of way area with no deduction in the compensation provided by the above Paragraph 2.

7. Conditions precedent. Close of escrow and Buyer's obligation to purchase the Property are subject to the satisfaction of the conditions precedent stated herein, including Buyer's and Seller's performance of all their respective obligations under this Agreement, and that all of the representations and warranties of the parties remain true as the close of escrow. The conditions are solely for Buyer's benefit unless otherwise indicated. Each condition must be satisfied or Buyer must waive it in writing prior to close of escrow. If any condition is not timely satisfied, Buyer may waive the condition and close escrow, or it may terminate this Agreement by giving the Seller and Title Company 5 days' written notice. After expiration of the 5 days, this Agreement, and the escrow shall terminate. Upon termination, the Title Company shall return any documents and money deposited into escrow to the respective depositor, after deducting any escrow cancellation easement, and Buyer will have no further obligation to Seller.

8. Buyer's right to enter Property. Upon execution of this Agreement, Seller grants to Buyer, its agents, employees, permittees, contractors, or assigns, an immediate right to, at reasonable times, enter upon, over, across, and under the Property and enter upon, over and across Seller's real property adjacent to the Property for purposes of constructing the street project and

accomplishing all necessary incidents thereto, including but not limited to, investigations, tests, and the removal, disposal, repair, and/or replacement of existing improvements on the Property. Such right of entry shall be irrevocable until completion of the Project. The Purchase Price herein includes full payment for such immediate possession and use of the Property, including damages, if any. Buyer shall cure or indemnify Seller for any damage to Seller's adjacent real property or substantial interference with the possession or use of the adjacent real property caused by Buyer, its agents, employees, permittees, contractors, or assigns during construction of the Project.

9. Miscellaneous Provisions.

9.1 Further Assurances. Each party will sign and deliver further documents, or take any further actions required to complete the purchase and sale described herein.

9.2 Notices. All notices and other communications required or permitted under this Agreement shall be in writing and duly given on the date of service, if served personally on the person to receive the notice, or delivered by depositing the notice or communication in the U. S. mail, postage prepaid, and addressed to the relevant party at the address set forth below.

To Seller: Christina F. Arias, et al
1613 N. Alta Avenue
Dinuba, CA 93618

To Buyer: _____
Name:
City of Dinuba
405 E. El Monte Way
Dinuba, CA 93618

9.3 Entire Agreement. This Agreement is the entire agreement between Seller and Buyer regarding the purchase and sale of the Property, and supersedes all prior discussions, negotiations, commitments or understandings, written or oral. Each Exhibit referred to in this Agreement is by that reference incorporated into and made a part of this Agreement.

9.4 Amendment or Termination. This Agreement may only be amended or terminated by mutual written consent of the Seller and Buyer, unless otherwise expressly provided herein.

9.5 Successors and Assigns. This Agreement is binding upon and shall inure to the benefit of each party, and each party's heirs, successors, assigns, transferees, agents, employees or representatives. The Buyer may assign this agreement and its rights hereunder.

9.6 Time of the Essence. Time is of the essence of each term in this Agreement.

9.7 Governing Law. This Agreement and the legal relations between the parties shall be governed by and construed according to California law.

9.8 Authority. Each person executing this Agreement on behalf of any party does hereby personally represent and warrant that he or she has the authority to execute this

Agreement on behalf of and fully bind such party.

9.9 Waiver. Any party's waiver of a breach of any provision herein will not be a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

9.10 Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any provision in this Agreement will not affect the other provisions.

9.11 Interpretation. This Agreement is the result of the combined efforts of the parties. If any provision of this Agreement is found ambiguous, the ambiguity will not be resolved by construing this Agreement in favor or against any party, but by construing the terms according to their generally accepted meaning.

9.12 Effective Date. The effective date of this Agreement is the last date set forth opposite the signatures of the parties at the end of this Agreement.

10. Payment of Cost to Cure. It is understood that compensation is provided to Seller to pay for the repair of sprinkler lines, and to install 300 feet of 1 ½ -inch PVC pipe and connect the house to the water meter including a backflow preventer to be supplied by the Buyer. It also includes payment for the cost of abandoning the irrigation well on the property. Seller will arrange and be responsible for the work to be completed.

11. Other considerations. Buyer will install two concrete driveway approaches at the property.

IN WITNESS WHEREOF the Seller and Buyer have signed this Agreement on the dates set forth below.

BUYER:
City of Dinuba

By _____

Dated: 12/28, 2020

SELLER:

Christina F. Arias

Christina F. Arias

Debra Arias

Christina M. Arias

Christina M. Arias, who acquired title as Christina M. Martinez

Raul Arias, Jr.

Armando Arias

Armando Arias

Dated: 12/28/2020, 2020

EXHIBIT "A"

Public Street & Utility Easement
APN 014-380-024 (PORTION)

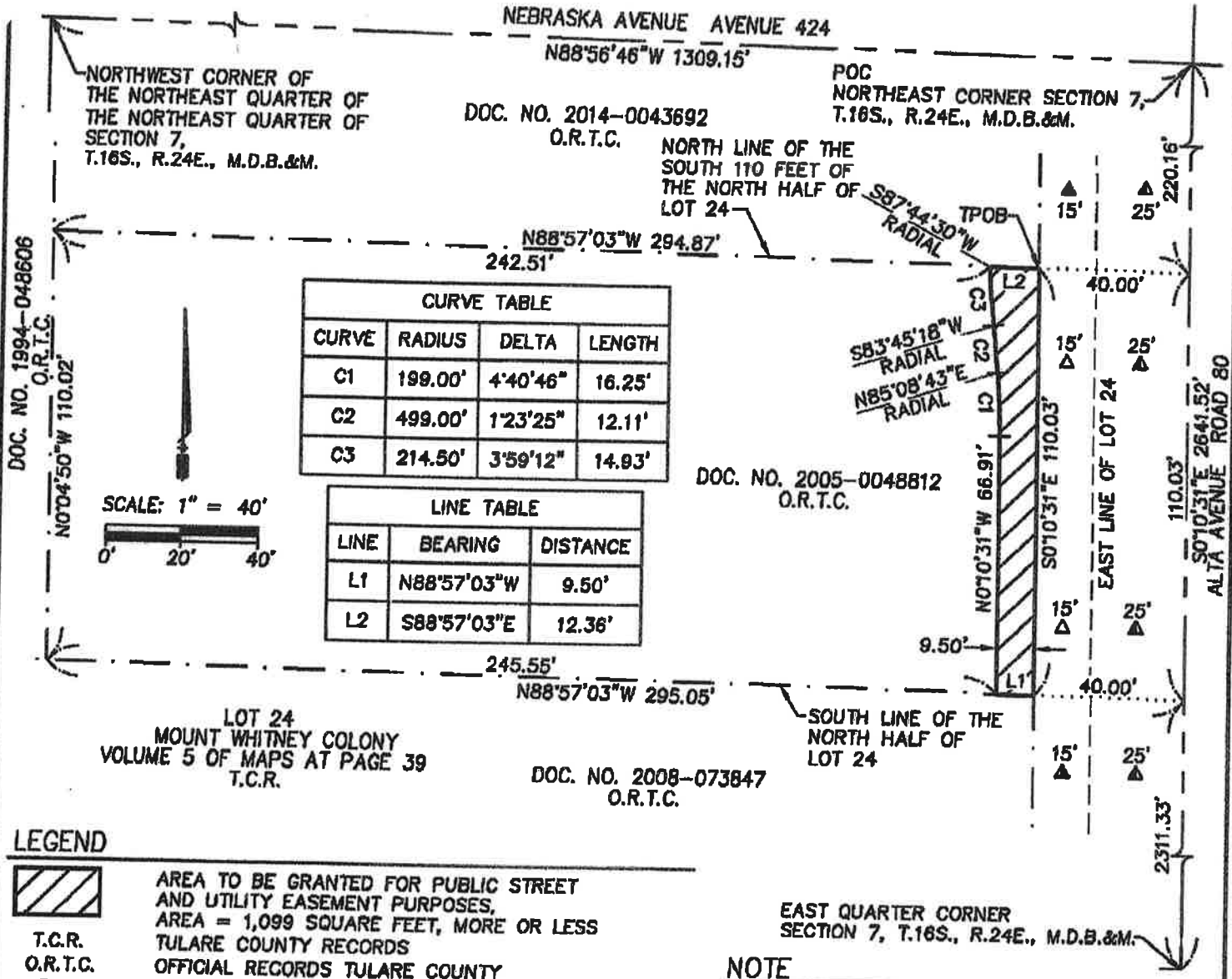
All that portion of the South 110.00 feet of the North half of Lot 24 of the map of Mount Whitney Colony, according to the map thereof recorded in Volume 5 of Maps at Page 39, Tulare County Records, being a portion of the Northeast quarter of the Northeast quarter of Section 7, Township 16 South, Range 24 East, Mount Diablo Base and Meridian, according to the Official United States Government Township Plat thereof, in the City of Dinuba, County of Tulare, State of California, described as follows:

COMMENCING at the Northeast corner of said Section 7; thence
South 0°10'31" East, 220.16 feet along the East line of the Northeast quarter of said Section 7 to a point on the North line of said South 110.00 feet of said North half of said Lot 24; thence
North 88°57'03" West, 40.00 feet to the Northwest corner of the Grant Deed recorded February 28, 1952 in Volume 1574 at Page 262, Official Records Tulare County, said Northwest corner being a point on a line 40.00 feet West of and parallel with said East line and the **TRUE POINT of BEGINNING** of this description; thence
South 0°10'31" East, 110.03 feet along the West line of said Grant Deed recorded in Volume 1574 at Page 262 and said parallel line to the Southwest corner of said Grant Deed recorded in Volume 1574 at Page 262, said Southwest corner also being a point on the South line of the North half of said Lot 24; thence
North 88°57'03" West, 9.50 feet along said South line to a point on a line 49.50 feet West of and parallel with said East line; thence
North 0°10'31" West, 66.91 feet along last said parallel line to the beginning of a tangent curve concave to the West having a radius of 199.00 feet; thence
Northerly, 16.25 feet along said tangent curve through a central angle of 4°40'46" to the beginning of a compound curve concave to the Southwest having a radius of 499.00 feet with center point bearing South 85°08'43" West; thence
Northwesterly, 12.11 feet along said compound curve through a central angle of 1°23'25" to the beginning of a reverse curve concave to the East having a radius of 214.50 feet with center point bearing North 83°45'18" East; thence
Northerly, 14.93 feet along said reverse curve through a central angle of 3°59'12" to a point on the North line of said South 110.00 feet of said North half of said Lot 24; thence
South 88°57'03" East, 12.36 feet along last said North line to the
TRUE POINT of BEGINNING.

For the purpose of this description the East line of said Lot 24 is taken to be a line 25.00 feet West of and parallel with the East line of the Northeast quarter of said Section 7.

Containing an area of 1,099 square feet, more or less.





LEGEND

	AREA TO BE GRANTED FOR PUBLIC STREET AND UTILITY EASEMENT PURPOSES, AREA = 1,099 SQUARE FEET, MORE OR LESS
T.C.R.	TULARE COUNTY RECORDS
O.R.T.C.	OFFICIAL RECORDS TULARE COUNTY
POC	POINT OF COMMENCEMENT
TPOB	TRUE POINT OF BEGINNING
▲	PREVIOUSLY GRANTED FOR PUBLIC STREET PURPOSES PER DEED RECORDED APRIL 25, 1952, IN VOLUME 1593 AT PAGE 458, O.R.T.C.
△	PREVIOUSLY GRANTED FOR PUBLIC STREET PURPOSES PER DEED RECORDED FEBRUARY 28, 1952, IN VOLUME 1574 AT PAGE 262, O.R.T.C.
▲	PREVIOUSLY DEDICATED FOR PUBLIC STREET PURPOSES PER MAP OF MOUNT WHITNEY COLONEY RECORDED IN VOLUME 5 OF MAPS AT PAGE 39, T.C.R.
▲	PREVIOUSLY GRANTED FOR PUBLIC STREET PURPOSES PER DEED RECORDED MAY 29, 1952, IN VOLUME 1600 AT PAGE 305, O.R.T.C.

NOTE

ALL BEARINGS, DISTANCES AND AREAS PER OR CALCULATED FROM DATA PER THE BOUNDARY CONTROL DIAGRAM ON FILE WITH THE CITY OF DINUBA ENGINEER.

PROFESSIONAL LAND SURVEYOR
WALTER V. THOMAS
No. 8386
STATE OF CALIFORNIA

Yamabe & Horn Engineering, Inc.
CIVIL ENGINEERS • LAND SURVEYORS
2985 N. BURL AVENUE SUITE 101 FRESNO, CA 93727
TEL (559) 244-5123 WEBSITE YANDHENGR.COM

Ref. & Rev.

CITY OF DINUBA

EXHIBIT "B"
APN 014-380-024 (PORTION)
PUBLIC STREET & UTILITY EASEMENT

Dr. By: RBW
Ch. By: WVT
Date: 4/23/2019
YH Job No. 17-395
Sheet No. 1
of 1 Sheets

F:\2017\17-395\dwg\Exhibits\Easement Diagrams\Roundabout ROW\APN 014-380-024_000_Ex B.dwg

EXHIBIT C

Guarantee No.:	CTG-8001965

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
GUARANTEE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, A FLORIDA CORPORATION, HEREIN CALLED THE COMPANY,

GUARANTEES

the Assured named in Schedule A of this Guarantee,

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the assurances set forth in Schedule A.

SCHEDULE A
IS ATTACHED HERETO AS A SEPARATE PAGE AND MADE A
PART OF THIS GUARANTEE

IN WITNESS WHEREOF, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY has caused this Guarantee to be signed and sealed as of the Date of Guarantee shown in Schedule A.

Issued By:

Placer Title Company
9085 Foothills Blvd.
Roseville, CA 95747
Agent ID: A04360

Authorized Countersignature

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By _____ President

Attest _____ Secretary

Condition of Title Guarantee
SCHEDULE A

Order No.:	P-325439
Guarantee No.:	CTG-8001965
Date of Guarantee:	April 10, 2019 at 8:00AM
Amount of Liability:	$1,000.00
Premium:	$400.00

1. Name of Assured:

   Yamabe & Horn Engineering, Inc.

2. The estate or interest in the Land which is covered by this Guarantee is:

   Fee Simple

3. The Land referred to in this Guarantee is described as follows:

   See Exhibit "A" for Legal Description

4. Assurances

   According to the Public Records as of the Date of Guarantee:

   a. Title to the estate or interest in the Land is vested in:

   Christina F. Arias, as to a life estate and Debra Arias and Christina M. Martinez and Paul Arias Jr. and Armando Arias, each as to an one-quarter interest, as tenants in common, as to the remainder

   b. Title to the estate or interest is subject to defects, liens, or encumbrances shown in Schedule B which are not necessarily shown in the order of their priority

Condition of Title Guarantee
SCHEDULE B

1. Taxes, special and general, assessment districts and service areas for the fiscal year 2019-2020, a lien not yet due or payable.

2. Taxes, special and general, assessment districts and service areas for the Fiscal Year 2018-2019:

1st Installment:	$822.94	Paid
2nd Installment:	$822.94	Due
Parcel Number:	014-380-024-000	
Code Area:	001-043	
Land Value:	$38,624.00	
Imp. Value:	$112,746.00	
Total Value:	$144,370.00	
Exemption Amount:	$7,000.00	

Note: First Installment is due November 1 and delinquent December 10. Second Installment is due February 1 and delinquent April 10.

3. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5, (commencing with Section 75) of the Revenue and Taxation Code, of the State of California.

4. Rights of the public and of the City of Dinuba and Coumt of Tulare, as to that portion of the herein described property lying within Alta Avenue, a public road.

5. Deed of Trust to secure an indebtedness of $33,250.00, dated February 22, 1979, recorded March 14, 1979, (book) 3631 (page) 505, Official Records.

Trustor: Harry Buller and Katherine Buller, husband and wife and Paul E. Bonander and Judy A. Bonander, husband and wife
Trustee: Security Allied Services, a California Corporation
Beneficiary: Gilbraltar Savings and Loan Association
Loan No.: 5817692-8
Document Link

6. Deed of Trust to secure an indebtedness of $8,000.00, dated October 22, 1979, recorded December 7, 1979, (book) 3721 (page) 164, Official Records.

Trustor: Paul G. Arias and Christina F. Arias, husband and wife
Trustee: Safeco Title Insurance Company, a California Corporation
Beneficiary: Harry Buller and Katherine Buller, husband and wife and Paul E. Bonander and Judy A. Bonander, husband and wife
Loan No.: Not shown
Document Link

And Re-Recorded January 14, 1981, (book) 3831 (page) 252, Official Records.
Document Link

The beneficial interest of Harry Buller and Katherine Buller under said Deed of Trust was assigned of record to Paul E. Bonander and Judy A. Bonander, husband and wife, by assignment recorded January 14, 1981, as (instrument) 81-1951, Official Records.
Document Link

7. Construction Deed of Trust to secure an indebtedness of $8,603.30, dated July 31, 1981, recorded August 18, 1981, (book) 3891 (page) 605, Official Records.

Trustor:	Paul G. Arias and Christina Arias, who are married to each other
Trustee:	Continental Auxiliary Company, a California Corporation
Beneficiary:	Bank of America National Trust and Savings Association
Loan No.:	None Shown

Document Link

8. The herein land lies within the Dinuba Redevelopment Project No. 2 Redevelopment Project, pursuant and subject to all terms, conditions and provisions hereof, as contained in the Redevelopment Plan recorded June 29, 1986, as (book) 4853 (page) 620, Official Records.
Document Link

Said redevelopment plan was amended by document recorded January 8, 1992, as (instrument) 92-001249, Official Records.
Document Link

Said redevelopment plan was amended by document recorded July 12, 2001, as (instrument) 2001-0052093, Official Records.
Document Link

9. Homestead Declaration, executed by Paul Arias and Christina Arias, recorded May 5, 1992, (instrument) 92-033042, Official Records.
Document Link

Said interest of Paul Arias aka Paul G. Arias was terminated by that certain Affidsvit - Death of Life Tenant recorded May 10, 2005,.
Document Link

10. A Statement of Identity from Christina F. Arias and Christina M. Martinez is required as the name run of the said party discloses items which may constitute a lien against said party.

EXEMPT FROM TRANSFER TAX BY
SECTION 11922 OF THE REVENUE
& TAX CODE OF CALIFORNIA

WHEN RECORDED RETURN TO
AND RECORDING REQUESTED BY:

City of Dinuba-City Clerk
405 E. El Monte Way
Dinuba, CA 93618

Placer Title

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 014-380-02-4000 (Portion)
Address: 1613 N. Alta Avenue
Dinuba, CA 93618

DEED OF EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Christina F. Arias, as to a life estate and Debra Arias and Christina M. Arias who acquired title as Christina M. Martinez, and Paul Arias, Jr. and Armando Arias, each as to an one-quarter interest, as to tenants in common, as to the remainder, hereby GRANT to the City of Dinuba, a California municipal corporation, an easement for public street and public utility purposes, over, under, across, and through the following described real property in the City of Dinuba, County of Tulare, State of California:

See EXHIBITS "A" & "B", which are attached hereto and made a part thereof.

DATED: 12/28/2020

GRANTORS:

Christina F. Arias

Debra Arias

Christina M. Arias

Paul Arias, Jr.

Armando Arias

Send Tax Statements to the City of Dinuba 405 E. El Monte Way, Dinuba, CA 93618

ACKNOWLEDGMENT

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

State of California
County of Tulare)

On December 11, 2020 before me, Crystal Flores, Notary Public
(insert name and title of the officer)

personally appeared Paul Arias Jr.,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

CRYSTAL FLORES
Notary Public - California
Tulare County
Commission # 2183287
My Comm. Expires Feb 12, 2021

Signature Crystal Flores (Seal)

ACKNOWLEDGMENT

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

State of California
County of Tulare)

On March 4, 2020 before me, Daryl L. Balch, Notary Public,
(insert name and title of the officer)

personally appeared Debra Arias ,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MGC1 DARYL L. BALCH MGC1
COMM. # 2190351
NOTARY PUBLIC - CALIFORNIA
FRESNO COUNTY
COMM. EXPIRES APRIL 16, 2021

Signature _____ **(Seal)**

ACKNOWLEDGMENT

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

State of California
County of Tulare)

On February 28, 2020 before me, Daryl L. Balch, Notary Public,
(insert name and title of the officer)

personally appeared Christina F. Arias, Christina M. Arias and Armando Arias,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

DARYL L. BALCH
COMM. # 2190351
NOTARY PUBLIC - CALIFORNIA
FRESNO COUNTY
COMM. EXPIRES APRIL 16, 2021

Signature _____ **(Seal)**

EXHIBIT "A"

Public Street & Utility Easement
APN 014-380-024 (PORTION)

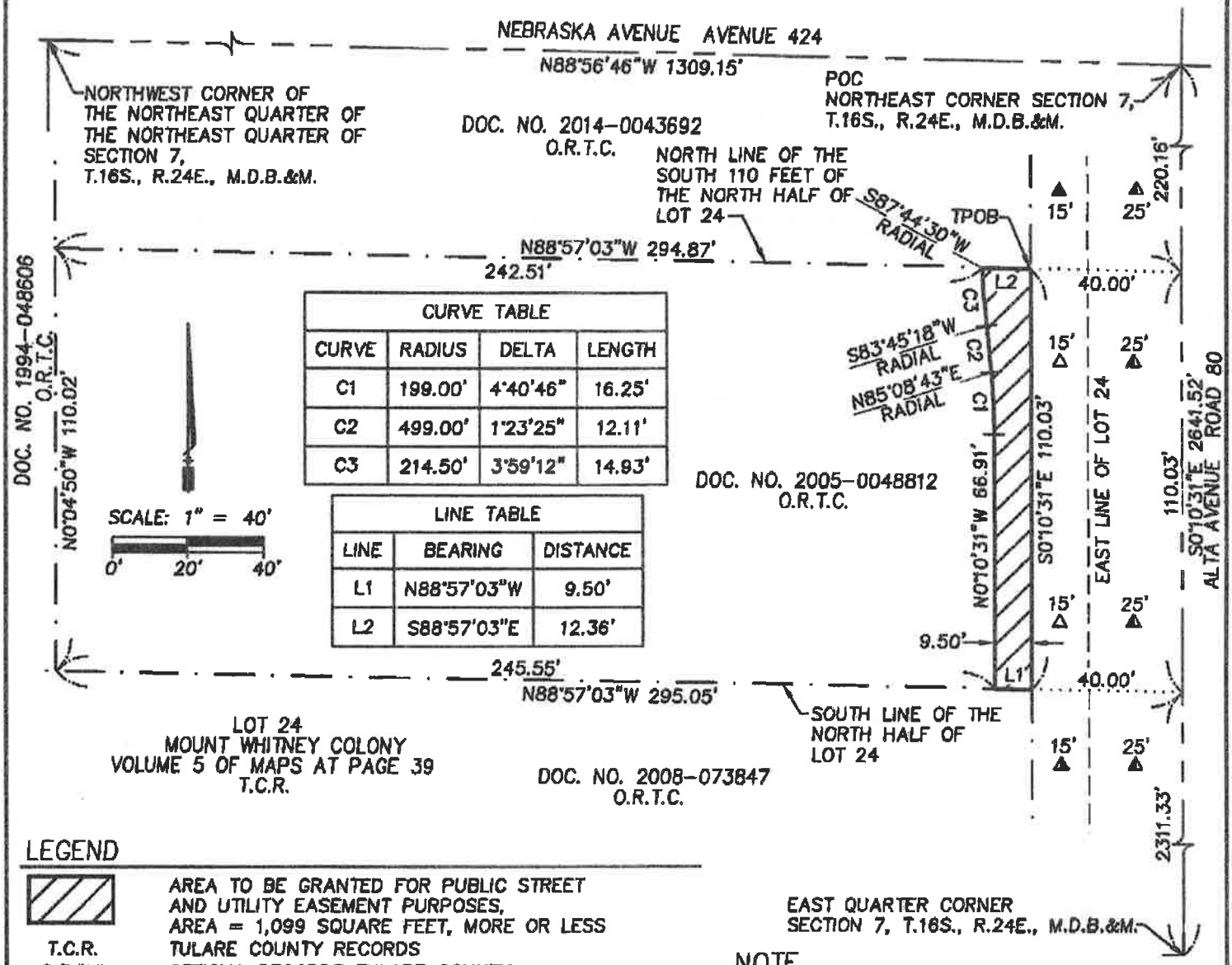
All that portion of the South 110.00 feet of the North half of Lot 24 of the map of Mount Whitney Colony, according to the map thereof recorded in Volume 5 of Maps at Page 39, Tulare County Records, being a portion of the Northeast quarter of the Northeast quarter of Section 7, Township 16 South, Range 24 East, Mount Diablo Base and Meridian, according to the Official United States Government Township Plat thereof, in the City of Dinuba, County of Tulare, State of California, described as follows:

COMMENCING at the Northeast corner of said Section 7; thence
South 0°10'31" East, 220.16 feet along the East line of the Northeast quarter of said Section 7 to a point on the North line of said South 110.00 feet of said North half of said Lot 24; thence
North 88°57'03" West, 40.00 feet to the Northwest corner of the Grant Deed recorded February 28, 1952 in Volume 1574 at Page 262, Official Records Tulare County, said Northwest corner being a point on a line 40.00 feet West of and parallel with said East line and the **TRUE POINT of BEGINNING** of this description; thence
South 0°10'31" East, 110.03 feet along the West line of said Grant Deed recorded in Volume 1574 at Page 262 and said parallel line to the Southwest corner of said Grant Deed recorded in Volume 1574 at Page 262, said Southwest corner also being a point on the South line of the North half of said Lot 24; thence
North 88°57'03" West, 9.50 feet along said South line to a point on a line 49.50 feet West of and parallel with said East line; thence
North 0°10'31" West, 66.91 feet along last said parallel line to the beginning of a tangent curve concave to the West having a radius of 199.00 feet; thence
Northerly, 16.25 feet along said tangent curve through a central angle of 4°40'46" to the beginning of a compound curve concave to the Southwest having a radius of 499.00 feet with center point bearing South 85°08'43" West; thence
Northwesterly, 12.11 feet along said compound curve through a central angle of 1°23'25" to the beginning of a reverse curve concave to the East having a radius of 214.50 feet with center point bearing North 83°45'18" East; thence
Northerly, 14.93 feet along said reverse curve through a central angle of 3°59'12" to a point on the North line of said South 110.00 feet of said North half of said Lot 24; thence
South 88°57'03" East, 12.36 feet along last said North line to the
TRUE POINT of BEGINNING.

For the purpose of this description the East line of said Lot 24 is taken to be a line 25.00 feet West of and parallel with the East line of the Northeast quarter of said Section 7.

Containing an area of 1,099 square feet, more or less.





LEGEND

	AREA TO BE GRANTED FOR PUBLIC STREET AND UTILITY EASEMENT PURPOSES, AREA = 1,099 SQUARE FEET, MORE OR LESS
T.C.R.	TULARE COUNTY RECORDS
O.R.T.C.	OFFICIAL RECORDS TULARE COUNTY
POC	POINT OF COMMENCEMENT
TPOB	TRUE POINT OF BEGINNING
▲	PREVIOUSLY GRANTED FOR PUBLIC STREET PURPOSES PER DEED RECORDED APRIL 25, 1952, IN VOLUME 1593 AT PAGE 458, O.R.T.C.
△	PREVIOUSLY GRANTED FOR PUBLIC STREET PURPOSES PER DEED RECORDED FEBRUARY 28, 1952, IN VOLUME 1574 AT PAGE 262, O.R.T.C.
▲	PREVIOUSLY DEDICATED FOR PUBLIC STREET PURPOSES PER MAP OF MOUNT WHITNEY COLONEY RECORDED IN VOLUME 5 OF MAPS AT PAGE 39, T.C.R.
▲	PREVIOUSLY GRANTED FOR PUBLIC STREET PURPOSES PER DEED RECORDED MAY 29, 1952, IN VOLUME 1600 AT PAGE 305, O.R.T.C.

NOTE

ALL BEARINGS, DISTANCES AND AREAS PER OR CALCULATED FROM DATA PER THE BOUNDARY CONTROL DIAGRAM ON FILE WITH THE CITY OF DINUBA ENGINEER.

PROFESSIONAL LAND SURVEYOR
WALTER V. THOMAS
No. 8386
STATE OF CALIFORNIA

Yamabe & Horn Engineering, Inc.
CIVIL ENGINEERS • LAND SURVEYORS
2985 N. BURL AVENUE SUITE 101 FRESNO, CA 93727
TEL (559) 244-9123 WEBSITE YANDHENGR.COM

Ref. & Rev.

CITY OF DINUBA

EXHIBIT "B"
APN 014-380-024 (PORTION)
PUBLIC STREET & UTILITY EASEMENT

Dr. By: RBW
Ch. By: WVT
Date: 4/23/2019
YH Job No. 17-395
Sheet No. 1
of 1 Sheets

F:\2017\17-395\dwg\Exhibits\Easement Diagrams\Roundabout ROW\APN 014-380-024_000_Ex B.dwg

City Council Staff Report

Department: ENGINEER/PLANNING | January 26, 2021

To: Mayor and City Council

From: Jason Watts, City Engineer

Subject: Notice of Completion - Autumn Gate Phase 1 Subdivision (JW)

RECOMMENDATION

Council to accept the Autumn Gate Phase 1 public improvements as complete and authorize the City Engineer to file a Notice of Completion with the Tulare County Recorder's Office.

EXECUTIVE SUMMARY

The subdivision improvements for Autumn Gate Phase 1 have been completed in accordance with the requirements of the subdivision agreement and as specifically set forth in the plans and specifications approved by the City. The filing of a Notice of Completion will allow the performance securities provided by the developer to be released thirty-five (35) days after recordation.

OUTSTANDING ISSUES

None.

DISCUSSION

The tentative tract map for the Autumn Gate Subdivision was approved by the City on March 28, 2006 and consisted of 138 lots located between Viscaya Parkway and Euclid Avenue along the north side of Nebraska Avenue. The subdivision was never developed due to the housing crash in 2008. In 2018 the Autumn Subdivision was purchased by San Joaquin Valley Homes, a Visalia based home builder.

San Joaquin Valley Homes has not yet completed the public improvements for Phase 2 & 3 of the subdivision, but is expected to finish Phase 2 in the next couple weeks. Phase 3 is expected to be complete at the end of this year. A separate recommendation for final acceptance of public improvements for Phases 2 & 3 will be presented to City Council at a later date.

The punchlist has been completed for Phase 1 improvements to the satisfaction of the City Engineer. All public improvements have been found to be substantially complete for permanent maintenance with a one year maintenance bond provided by the developer as required by the subdivision agreement.

The next step is for the City Council to accept the improvements as complete and authorize the City Engineer to file the Notice of Completion enclosed herein as Attachment 'B' with the Tulare County Recorder's Office.

The performance securities on this tract will be released thirty five (35) days after the recordation of the Notice of Completion.

FISCAL IMPACT

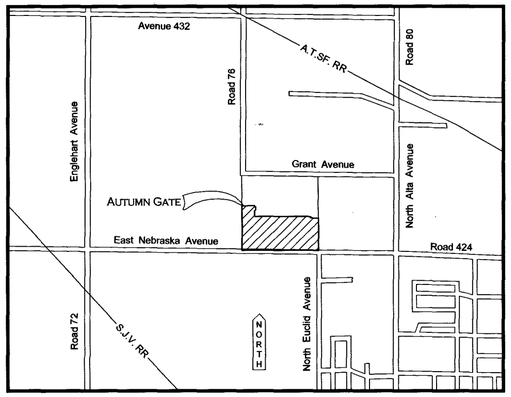
None.

PUBLIC HEARING

None.

ATTACHMENTS:

A. Autumn Gate Phase 1 Subdivision Final Map
B. Notice of Completion



Vicinity map
Not to scale

RECORD TITLE INTEREST STATEMENT

THE UNDERSIGNED, BEING ALLPARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND WITHIN THIS SUBDIVISION, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP AND OFFER FOR DEDICATION FOR PUBLIC USE THE PARCELS AND EASEMENTS SPECIFIED ON SAID MAP AS INTENDED FOR PUBLIC USE FOR PURPOSES SPECIFIED THEREIN.

PRESIDIO JJR ROBLES 138, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: JJR MANAGEMENT SERVICES, INC.
A CALIFORNIA CORPORATION, ITS OPERATING MANAGER

BY: _____
JOSEPH A. LEAL, ITS PRESIDENT

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF Tulare)

ON June 5, 2019 BEFORE ME, J. STURGEON NOTARY PUBLIC,
(INSERT NAME AND TITLE OF THE OFFICER)

PERSONALLY APPEARED Joseph A. Leal,
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

PRINT NAME J. STURGEON
SIGNATURE _____
MY COMMISSION EXPIRES: 12-26-2019 COUNTY OF: TULARE
COMMISSION NUMBER: 2135614

THIS PROPERTY IS SUBJECT TO THE FOLLOWING:

1. AN EASEMENT GRANTED TO THE PACIFIC GAS AND ELECTRIC COMPANY FOR PUBLIC UTILITIES RECORDED JULY 11, 1940 IN BOOK 905 AT PAGE 179 OF OFFICIAL RECORDS OF TULARE COUNTY.
2. AN EASEMENT RESERVED BY THE 76 LAND AND WATER COMPANY FOR THE CONSTRUCTION AND MAINTENANCE OF AN IRRIGATION DITCH 25 FEET IN WIDTH RECORDED OCTOBER 29, 1904 IN BOOK 125 OF DEEDS PAGE 37 TULARE COUNTY RECORDS.
3. A SUBDIVISION AGREEMENT FOR THE FINAL MAP OF AUTUMN GATE SUBDIVISION PHASE 1 OF VESTING TENTATIVE TRACT MAP AUTUMN GATE RECORDED June 13, 2019 AS DOCUMENT NO. 2019 - 0030965, OFFICIAL RECORDS TULARE COUNTY.

DEDICATION CERTIFICATE

SAN JOAQUIN VALLEY HOMES
5607 AVENIDA DE LOS ROBLES
VISALIA, CA 93291

OUTLOT A OF AUTUMN GATE SUBDIVISION

THE CITY OF DINUBA SHALL RECONVEY THE ABOVE DESCRIBED PROPERTY TO THE ABOVE NAMED OWNERS, OR SUCCESSORS IN INTEREST, IF THE CITY DETERMINES PURSUANT TO GOVERNMENT CODE SECTION 66477.5 THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC STORM DRAINAGE BASIN PURPOSES.

FINAL MAP OF

AUTUMN GATE SUBDIVISION

PHASE 1 OF VESTING TENTATIVE TRACT MAP AUTUMN GATE
IN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 16 SOUTH,
RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN
IN THE CITY OF DINUBA - COUNTY OF TULARE - STATE OF CALIFORNIA
SURVEYED AND PLATTED IN OCTOBER 2018
BY LARS ANDERSEN & ASSOCIATES, INC.,
CONSISTING OF FIVE SHEETS SHEET 1 OF 5

LEGAL DESCRIPTION

PARCEL A OF LOT LINE ADJUSTMENT NO. 2018-13, RECORDED OCTOBER 26, 2018 AS DOCUMENT NO. 2018-0061553 OF OFFICIAL RECORDS TULARE COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF LOTS 15 AND 16 OF THE MAP OF BELLA VISTA COLONY, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 2 OF MAPS, AT PAGE 93, TULARE COUNTY RECORDS, IN THE CITY OF DINUBA, COUNTY OF TULARE, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 16, ALSO BEING THE SOUTH QUARTER CORNER OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE & MERIDIAN, ACCORDING TO THE OFFICIAL UNITED STATES GOVERNMENT TOWNSHIP PLAT THEREOF; THENCE

NORTH 00°31'51" WEST, ALONG THE WEST LINE OF SAID LOT 16, A DISTANCE OF 749.10 FEET; THENCE

NORTH 89°28'09" EAST, A DISTANCE OF 159.00 FEET;

NORTH 00°31'51" WEST, A DISTANCE OF 8.75 FEET;

NORTH 89°28'09" EAST, A DISTANCE OF 56.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST WITH A RADIAL BEARING OF SOUTH 89°28'09" WEST, AND HAVING A RADIUS OF 20.00 FEET; THENCE

SOUTHEASTERLY, ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°28'09", AN ARC DISTANCE OF 31.23 FEET; THENCE

SOUTH 90°00'00" EAST, A DISTANCE OF 0.89 FEET; THENCE

SOUTH 00°00'00" EAST, A DISTANCE OF 56.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST WITH A RADIAL BEARING OF NORTH 00°00'00" EAST, AND HAVING A RADIUS OF 20.00 FEET; THENCE

SOUTHWESTERLY, ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°31'51", AN ARC DISTANCE OF 31.60 FEET; THENCE

SOUTH 00°31'51" EAST, A DISTANCE OF 60.92 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE WEST, AND HAVING A RADIUS OF 1056.00 FEET; THENCE

SOUTHERLY, ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF 1°17'48", AN ARC DISTANCE OF 23.90 FEET; THENCE

SOUTH 90°00'00" EAST, A DISTANCE OF 912.96 FEET; THENCE

NORTH 13°37'51" EAST, A DISTANCE OF 5.96 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE WEST, AND HAVING A RADIUS OF 172.00 FEET; THENCE

NORTHERLY, ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF 6°23'59", AN ARC DISTANCE OF 19.21 FEET; THENCE

SOUTH 77°31'55" EAST, A DISTANCE OF 56.18 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE WEST WITH A RADIAL BEARING OF SOUTH 81°28'48" EAST, AND HAVING A RADIUS OF 228.00 FEET; THENCE

SOUTHERLY, ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF 5°06'40", AN ARC DISTANCE OF 20.34 FEET; THENCE

SOUTH 13°37'51" WEST, A DISTANCE OF 22.28 FEET; THENCE

NORTH 89°32'55" EAST, A DISTANCE OF 132.27 FEET TO THE EAST LINE OF SAID LOT 15; THENCE

SOUTH 00°27'05" EAST, A DISTANCE OF 551.00 FEET ALONG SAID EAST LINE OF SAID LOT 15 TO THE SOUTHEAST CORNER OF SAID LOT 15; THENCE

NORTH 90°00'00" WEST, A DISTANCE 1309.52 FEET ALONG THE SOUTH LINE OF SAID LOTS 15 AND 16 TO THE SOUTHWEST CORNER OF SAID LOT 16 ALSO BEING THE **POINT OF BEGINNING**.

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE MAP, THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND OF ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

_____ DATE: 6/6/19
JASON WATTS PE 85594
CITY ENGINEER

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE MAP AND THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

_____ DATE: 6/6/2019
DAVID HORN LS 8204
CITY SURVEYOR

RIGHT TO FARM

THIS MAP PROVIDES NOTICE TO EACH PURCHASER THAT THERE ARE PRE-EXISTSING AGRICULTURAL OPERATIONS ON ADJACENT OR NEIGHBORING PARCELS, AND THAT THESE AGRICULTURAL OPERATIONS MAY EMIT NOISE, DUST, ODOR AND MAY OCCASIONALLY USE FERTILIZERS, PESTICIDES AND HERBICIDES IN THE NORMAL PURSUIT OF AGRICULTURAL OPERATIONS. PURCHASERS OR RESIDENTS OF THIS SUBDIVISION SHALL NOT HAVE THE RIGHT TO LODGE COMPLAINTS FOR DUST, NOISE, ODOR OR OTHER DESCRIPTIONS ASSOCIATED WITH THE TRADITIONAL AGRICULTURAL OPERATIONS SO LONG AS THOSE OPERATIONS ARE CONDUCTED IN ACCORDANCE WITH THE REGULATIONS, RULES AND GUIDELINES OF THE CITY OF DINUBA, COUNTY OF TULARE, STATE OF CALIFORNIA, AND THE UNITED STATES OF AMERICA.

SOILS ENGINEER'S CERTIFICATE

REGISTERED PROFESSIONAL ENGINEER · DAVID R. JAROSZ II · NO. 2698 · EXP. 6/30/2020 · GEOTECHNICAL · STATE OF CALIFORNIA

I HEREBY CERTIFY THAT THE SOILS REPORT WAS PREPARED BY ME IN JUNE 2018, IN ACCORDANCE WITH THE PROVISIONS OF STATE AND LOCAL STATUTES.

_____ DATE: 6-3-19
DAVID R. JAROSZ R.C.E 60185/ R.G.E 2698

SURVEYOR'S STATEMENT

LICENSED LAND SURVEYOR · DANIEL J. ZOLDAK · LIC. NO. 9279 · Exp. 9/30/20 · STATE OF CALIFORNIA

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY, TRUE AND COMPLETE AS SHOWN, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF JJR AUTUMN GATE, LLC ON JANUARY 31, 2019. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP AND THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE ONE YEAR OF THE DATE THIS MAP IS RECORDED, OR ANY TIME EXTENSION APPROVED BY THE CITY ENGINEER, AND THAT SAID MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

_____ DATE: 5/31/19
DANIEL J. ZOLDAK PLS 9279

CITY PLANNING COMMISSION'S CERTIFICATE

APPROVED BY THE PLANNING COMMISSION OF THE CITY OF DINUBA IN ACCORDANCE WITH THE REQUIREMENTS OF LAW IN A DULY AUTHORIZED MEETING HELD MARCH 7, 2006.

_____ DATE: 6/11/19
KARL SCHOETTLER

CITY CLERK'S CERTIFICATE

THIS IS TO CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL FOR THE CITY OF DINUBA HELD ON THE 11 DAY OF June, 2019, AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED APPROVING THIS MAP AND SUBDIVISION, AND ACCEPTING ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENTS, ALL PARCELS OF LAND AND EASEMENTS OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION.

THIS 12 DAY OF June, 2019.

BY: _____
LINDA BARKLEY, CMC
CITY CLERK

BOARD OF SUPERVISOR'S STATEMENT

BOARD OF SUPERVISORS · TULARE COUNTY, CAL.

I, ~~MICHAEL C. SPATA~~ Jason T. Britt, COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TULARE, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT SAID BOARD OF SUPERVISORS HAS APPROVED THE PROVISIONS MADE FOR THE PAYMENT OF TAXES AS PROVIDED IN, DIVISION 2, TITLE 7 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA.

DATE THIS 18 DAY OF June, 2019.

~~MICHAEL C. SPATA~~ Jason T. Britt
COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS

BY: _____
DEPUTY CLERK

RECORDER'S STATEMENT

DOCUMENT NO. 2019-0032353
FEE PAID $ 91.00

FILED THIS 19 DAY OF JUNE, 2019, AT 11:23 A.M. IN VOLUME 44 OF MAPS AT PAGE 27, AT THE REQUEST OF CHICAGO TITLE COMPANY.

ROLAND P. HILL
TULARE COUNTY ASSESSOR / CLERK-RECORDER

BY: _____
DEPUTY RECORDER

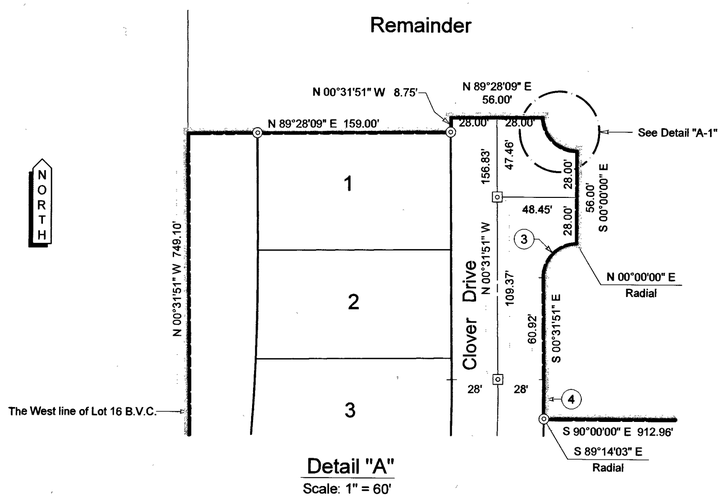
LARS ANDERSEN AND ASSOCIATES, INC.
CIVIL ENGINEERS - LAND SURVEYORS - PLANNERS
4694 WEST JACQUELYN AVENUE FRESNO, CA 93722
Tel:559 276-2790 Fax: 559 276-0850 WWW.LARSANDERSEN.COM

18100.00

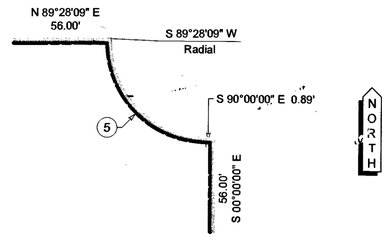
6-18-19

FINAL MAP OF
AUTUMN GATE SUBDIVISION

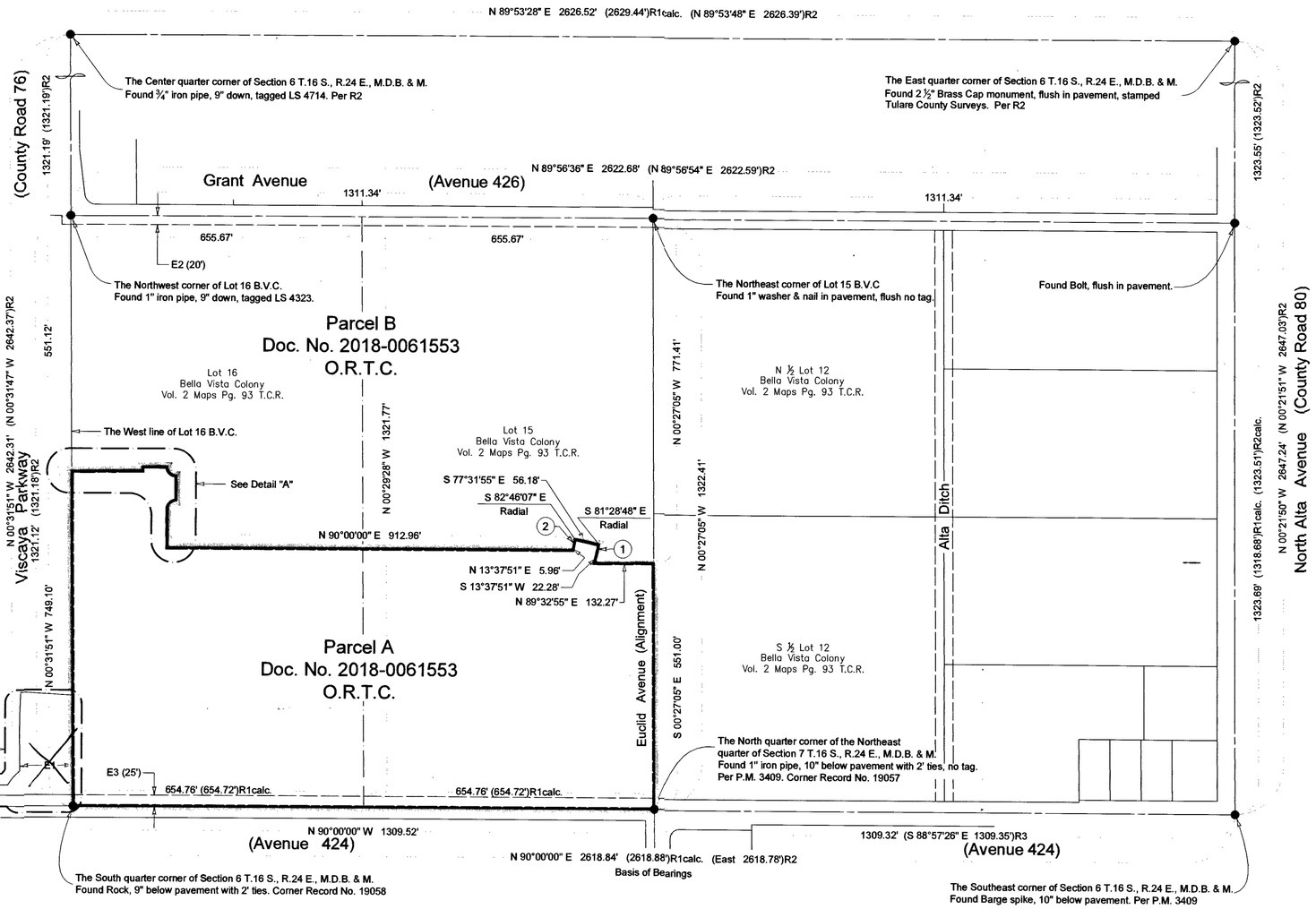
PHASE 1 OF VESTING TENTATIVE TRACT MAP AUTUMN GATE
IN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 16 SOUTH,
RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN
IN THE CITY OF DINUBA - COUNTY OF TULARE - STATE OF CALIFORNIA
SURVEYED AND PLATTED IN OCTOBER 2018
BY LARS ANDERSEN & ASSOCIATES, INC.
CONSISTING OF FIVE SHEETS SHEET 2 OF 5



Detail "A"
Scale: 1" = 60'



Detail "A-1"
Scale: 1" = 20'



Basis of Bearings

The South line of the Southeast quarter of Section 6, Township 16 South, Range 24 East, Mount Diablo Base and Meridian, as shown on the Record of Survey for Hubert Pitman, recorded March 25, 1987 in Book 15 of Licensed Surveys at Page 75, Tulare County Records and taken to be North 90°00'00" East.

Legend

●	Monument found & accepted as noted.
◎	Set 3/4" x 30" iron pipe, up 1" in 6" diameter x 18" concrete, down 8" with tag PLS 9279 or as otherwise noted.
⊡	Set City of Dinuba Standard Survey Monument P-21 (2" x 24" iron pipe with 2" Brass disk stamped PLS 9279, in Monument well, flush in pavement or as noted.
( )R1	Record data per Bella Vista Colony - Volume 2 of Maps, Page 93, Tulare County Records.
( )R2	Record data per Record of Survey - Book 15 of Licensed Surveys, Page 75, Tulare County Records.
( )R3	Record data per Parcel Map No. 4205 - Book 43 of Parcel Maps, Page 9, Tulare County Records.
B.V.C.	Indicates Bella Vista Colony - Volume 2 of Maps, Page 93, Tulare County Records.
(6)	Indicates Curve Data reference.
▬	The Blue Border indicates the limits of the Subdivision.

Notes

1. All block corners, lot corners, angle points and curve points are marked with a 3/4" x 30" iron pipe, set 8" down with tag PLS 9279 unless otherwise noted.

Easement Notes

E1 ~~An Easement granted to the City of Dinuba for Public Street Purposes recorded _____, 2019 as Instrument No. _____ of Official Records of Tulare County~~.

E2 An Easement granted to the County of Tulare for Road Right of Way purposes per the Map of Bella Vista Colony recorded January 11, 1902 in Volume 2 of Maps at Page 93, Tulare County Records.

E3 An Easement granted to the County of Tulare for Public Highway purposes per recorded September 5, 1905 in Book 8 of Rights of Way, page 185, Tulare County Records.

NORTH

0 200 400

Scale : 1" = 200'

Curve Data

No.	Radius	Delta	Length	Tangent
1	228.00'	5°06'40"	20.34'	10.18'
2	172.00'	06°23'59"	19.21'	9.62'
3	20.00'	90°31'51"	31.60'	20.19'
4	1056.00'	01°17'48"	23.90'	11.95'
5	20.00'	89°28'09"	31.23'	19.82'

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4694 WEST JACQUELYN AVENUE FRESNO, CA 93722
Tel:559 276-2790 Fax: 559 276-0850 WWW.LARSANDERSEN.COM

18100.00

6-18-19

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

PUE Public Utility Easement now offered for dedication for public use

△ Indicates Easement now offered for dedication for Public Street and Utility purposes.

Legend

- ● Monument found & accepted as noted on Sheet 2 of 5.
- ◎ Set 3/4" x 30" iron pipe, up 1" in 6" diameter x 18" concrete, down 8" with tag PLS 9279 or as otherwise noted.
- ⊡ Set City of Dinuba Standard Survey Monument P-17 or as noted. (2" x 24" iron pipe with 2" brass disk stamped PLS 9279 in Monument well, flush in pavement.
- ◦ Set 3/4" x 30" iron pipe, set 8" down with tag PLS 9279 offset 3' from true corner
- (6) Indicates Curve Data reference. (See Sheet 4 of 5)
- R1 Indicates Radial Bearing Data reference. (See Sheet 4 of 5)
- Indicates Relinquishment of Direct Vehicular Access.
- The Blue Border indicates the limits of the Subdivision.
- ◆ Indicates 25' Easement dedication for Public Road purposes, Book 8 at Page 182 of right of way.
- ◆ Indicates 25' Easement dedication for Public Road purposes, Book 8 at Page 185 of Right of Way.
- ◭ Indicates 25' Easement dedication for Public Road purposes, Book 8 at Page 166 of Right of Way.
- ◇ Indicates 25' Easement dedication for Public Road purposes, Book 8 at Page 165 of Right of Way.
- ▲ Indicates 25' Easement dedication for Public Road purposes, Book 8 at Page 198 of Right of Way.
- △ ~~Area conveyed in Fee to the City of Dinuba for Public Street and Utility purposes per Document No. 2019 - _____ O.R.T.C.~~

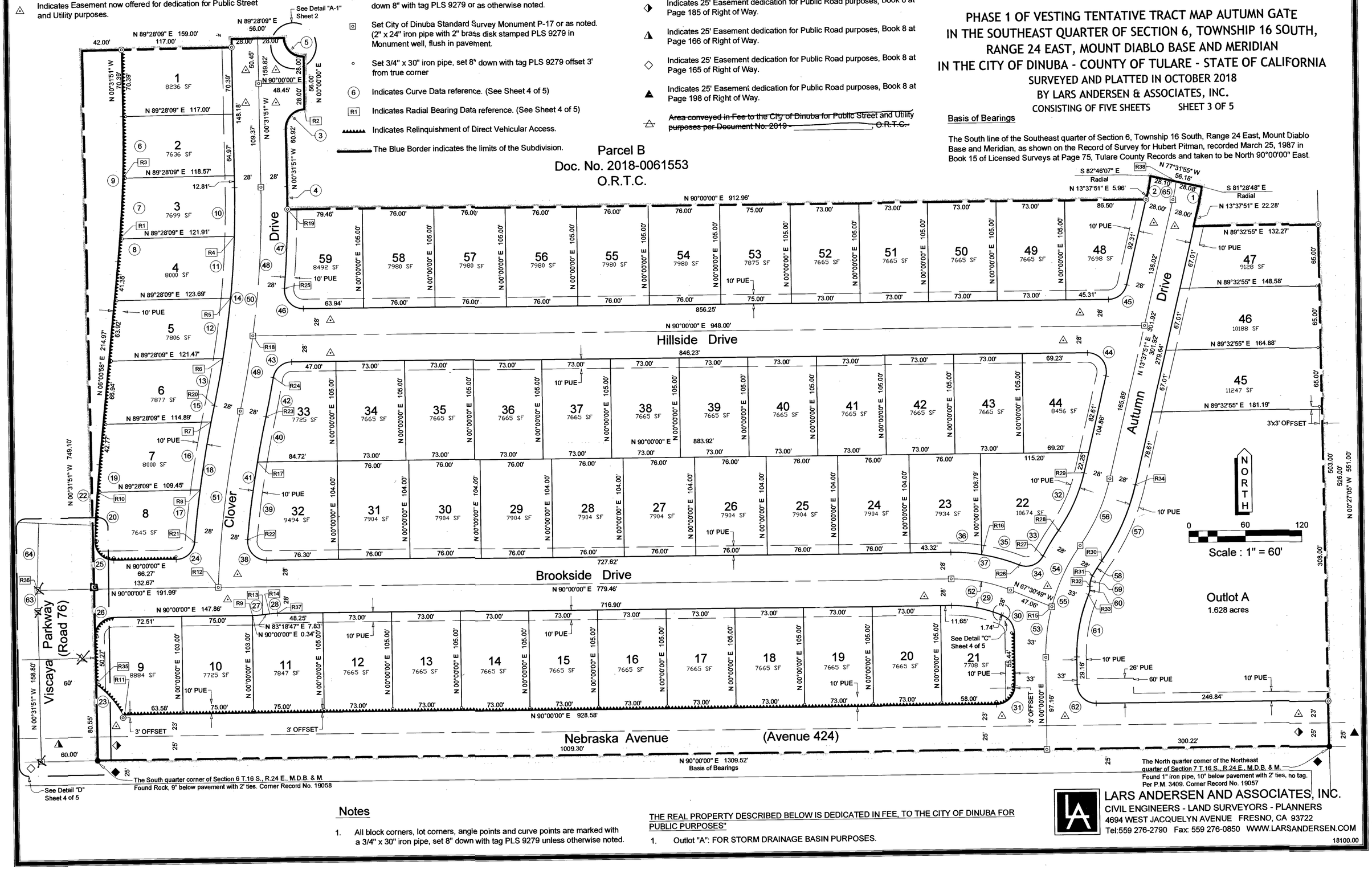
Parcel B
Doc. No. 2018-0061553
O.R.T.C.

FINAL MAP OF
AUTUMN GATE SUBDIVISION

PHASE 1 OF VESTING TENTATIVE TRACT MAP AUTUMN GATE
IN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN
IN THE CITY OF DINUBA - COUNTY OF TULARE - STATE OF CALIFORNIA
SURVEYED AND PLATTED IN OCTOBER 2018
BY LARS ANDERSEN & ASSOCIATES, INC.
CONSISTING OF FIVE SHEETS SHEET 3 OF 5

Basis of Bearings

The South line of the Southeast quarter of Section 6, Township 16 South, Range 24 East, Mount Diablo Base and Meridian, as shown on the Record of Survey for Hubert Pitman, recorded March 25, 1987 in Book 15 of Licensed Surveys at Page 75, Tulare County Records and taken to be North 90°00'00" East.



Notes

1. All block corners, lot corners, angle points and curve points are marked with a 3/4" x 30" iron pipe, set 8" down with tag PLS 9279 unless otherwise noted.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE, TO THE CITY OF DINUBA FOR PUBLIC PURPOSES"

1. Outlot "A": FOR STORM DRAINAGE BASIN PURPOSES.

LARS ANDERSEN AND ASSOCIATES, INC.
CIVIL ENGINEERS - LAND SURVEYORS - PLANNERS
4694 WEST JACQUELYN AVENUE FRESNO, CA 93722
Tel:559 276-2790 Fax: 559 276-0850 WWW.LARSANDERSEN.COM

18100.00

6-18-19

FINAL MAP OF

AUTUMN GATE SUBDIVISION

PHASE 1 OF VESTING TENTATIVE TRACT MAP AUTUMN GATE
IN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 16 SOUTH,
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IN THE CITY OF DINUBA - COUNTY OF TULARE - STATE OF CALIFORNIA
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CONSISTING OF FIVE SHEETS SHEET 4 OF 5

Legend

- ⊡ Set City of Dinuba Standard Survey Monument P-17 or as noted. (2" x 24" iron pipe with 2" brass disk stamped PLS 9279 in Monument well, flush in pavement.
- (6) Indicates Curve Data reference. (See Sheet 4 of 5)
- Indicates Relinquishment of Direct Vehicular Access.
- The Blue Border indicates the limits of the Subdivision.
- ◭ Indicates 25' Easement dedication for Public Road purposes, Book 8 at Page 166 of Right of Way.
- ◮ Indicates 25' Easement dedication for Public Road purposes, Book 8 at Page 185 of Right of Way.
- ~~Area conveyed in Fee to the City of Dinuba for Public Street and Utility purposes per Document No. 2019 - O.R.T.C.~~

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

- ◬ Indicates Easement now offered for dedication for Public Street and Utility purposes.

Curve Data

No.	Radius	Delta	Length	Tangent
1	228.00'	05°06'40"	20.34'	10.18'
2	172.00'	06°23'59"	19.21'	9.62'
3	20.00'	90°31'51"	31.60'	20.19'
4	1056.00'	01°17'48"	23.90'	11.95'
5	20.00'	89°28'09"	31.23'	19.82'
6	1341.00'	02°46'38"	65.00'	32.51'
7	1341.00'	02°44'31"	64.17'	32.09'
8	1341.00'	01°01'40"	24.06'	12.03'
9	1341.00'	06°32'49"	153.23'	76.70'
10	1000.00'	02°56'03"	51.21'	25.61'

Curve Data

No.	Radius	Delta	Length	Tangent
11	1000.00'	03°44'17"	65.24'	32.63'
12	1000.00'	03°40'46"	64.22'	32.12'
13	1000.00'	02°54'30"	50.76'	25.39'
14	1000.00'	13°15'36"	231.43'	116.24'
15	1138.00'	00°52'06"	17.25'	8.62'
16	1138.00'	03°39'45"	72.74'	36.38'
17	1138.00'	02°47'53"	55.57'	27.79'
18	1138.00'	07°19'44"	145.57'	72.88'
19	1341.00'	01°14'47"	29.17'	14.58'
20	1341.00'	02°12'00"	51.49'	25.75'

Curve Data

No.	Radius	Delta	Length	Tangent
22	1341.00'	03°26'47"	80.66'	40.34'
23	100.00'	24°58'21"	43.59'	22.14'
24	20.00'	84°35'59"	29.53'	18.20'
25	20.00'	92°34'11"	32.31'	20.92'
26	20.00'	90°31'51"	31.60'	20.19'
27	90.00'	06°41'13"	10.50'	5.26'
28	90.00'	06°41'13"	8.17'	4.09'
29	137.00'	22°29'11"	53.77'	27.23'
30	20.00'	67°30'49"	23.57'	13.37'

Curve Data

No.	Radius	Delta	Length	Tangent
31	20.00'	90°00'00"	31.42'	20.00'
32	172.00'	22°18'19"	66.96'	33.91'
33	228.00'	08°00'34"	31.87'	15.96'
34	20.00'	84°12'07"	29.39'	18.07'
35	193.00'	12°22'44"	41.70'	20.93'
36	193.00'	09°44'59"	32.84'	16.46'
37	193.00'	22°07'43"	74.54'	37.74'
38	20.00'	95°46'54"	33.43'	22.13'
39	1082.00'	04°23'06"	82.81'	41.42'
40	1082.00'	02°33'45"	48.39'	24.20'

Curve Data

No.	Radius	Delta	Length	Tangent
41	1082.00'	06°56'51"	131.20'	65.68'
42	1056.00'	02°16'55"	42.06'	21.03'
43	20.00'	79°33'10"	27.77'	16.65'
44	20.00'	103°37'51"	36.17'	25.43'
45	20.00'	76°22'09"	26.66'	15.73'
46	20.00'	95°17'07"	33.26'	21.94'
47	1056.00'	04°31'10"	83.30'	41.67'
48	1028.00'	08°45'30"	157.14'	78.73'
49	1028.00'	04°30'06"	80.77'	40.41'
50	1028.00'	13°15'36"	237.91'	119.49'

Curve Data

No.	Radius	Delta	Length	Tangent
51	1110.00'	09°40'59"	187.59'	94.02'
52	165.00'	22°29'11"	64.76'	32.80'
53	200.00'	15°27'18"	53.95'	27.14'
54	200.00'	20°28'52"	71.49'	36.13'
55	200.00'	35°56'10"	125.44'	64.86'
56	200.00'	22°18'19"	77.86'	39.43'
57	228.00'	22°18'19"	88.76'	44.95'
58	172.00'	06°13'23"	18.68'	9.35'
59	20.00'	32°25'04"	11.32'	5.81'
60	20.00'	25°49'59"	9.02'	4.59'

Curve Data

No.	Radius	Delta	Length	Tangent
61	167.00'	23°07'42"	67.41'	34.17'
62	20.00'	90°00'00"	31.42'	20.00'
63	1401.00'	00°54'30"	22.21'	11.11'
64	1401.00'	03°01'14"	73.86'	36.94'
65	200.00'	05°39'53"	19.77'	9.90'
66	100.00'	23°54'50"	41.74'	21.18'
67	1461.00'	03°55'25"	100.05'	50.04'
68	1401.00'	03°55'44"	96.07'	48.05'

Radial Data

No.	Bearing
R1	N 85°00'42" W
R2	N 00°00'00" E
R3	N 87°45'13" W
R4	S 87°35'48" E
R5	S 83°51'31" E
R6	S 80°10'45" E
R7	S 78°08'21" E
R8	S 81°48'06" E
R9	N 00°00'00" E
R10	S 85°13'48" E

Radial Data

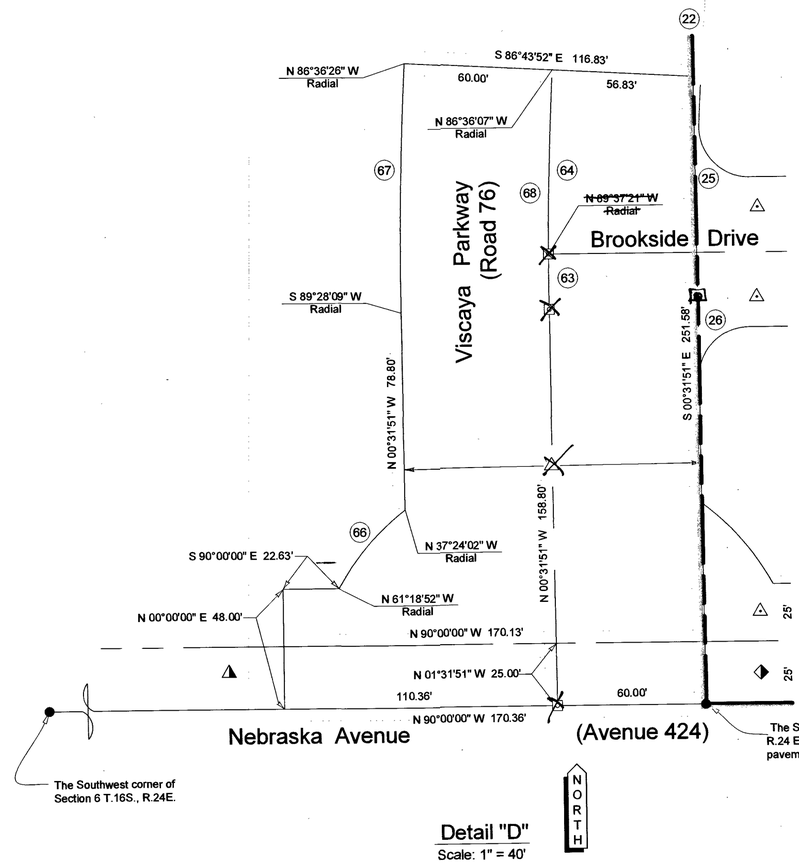
No.	Bearing
R11	N 00°00'00" E
R12	S 86°57'14" E
R13	N 06°41'13" W
R14	S 06°41'13" E
R15	S 74°32'42" E
R16	S 09°44'59" W
R17	N 79°50'00" W
R18	N 81°46'21" W
R19	N 89°14'03" W
R20	N 77°16'15" W

Radial Data

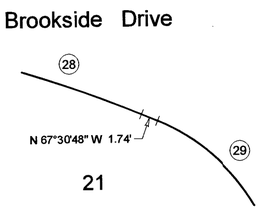
No.	Bearing
R21	S 84°35'59" E
R22	S 84°13'06" E
R23	S 77°16'15" E
R24	S 79°33'10" E
R25	N 84°42'54" W
R26	S 22°07'43" W
R27	N 62°04'23" W
R28	N 54°03'50" W
R29	N 76°22'09" W
R30	S 54°03'50" E

Radial Data

No.	Bearing
R31	S 60°17'13" E
R32	S 87°17'43" W
R33	S 66°52'17" E
R34	N 76°22'09" W
R35	S 36°20'31" W
R36	S 89°37'21" E
R37	S 00°00'00" W
R38	S 82°02'02" E



Detail "D"
Scale: 1" = 40'



Detail "C"
Scale: 1" = 10'

LARS ANDERSEN AND ASSOCIATES, INC.
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18100.00

6-18-19

FINAL MAP OF

AUTUMN GATE SUBDIVISION

PHASE 1 OF VESTING TENTATIVE TRACT MAP AUTUMN GATE
IN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 16 SOUTH,
RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN
IN THE CITY OF DINUBA - COUNTY OF TULARE - STATE OF CALIFORNIA
SURVEYED AND PLATTED IN OCTOBER 2018
BY LARS ANDERSEN & ASSOCIATES, INC.
CONSISTING OF FIVE SHEETS SHEET 5 OF 5

Legend

THE BLUE BORDER INDICATES THE LIMITS OF THE SUBDIVISION.

XXX.XX BASE FLOOD ELEVATION BASED ON FLOOD STUDY PREPARED WITH CLOMR-F

FLOOD ZONE LINE BASED ON FLOOD STUDY PREPARED WITH CLOMR-F

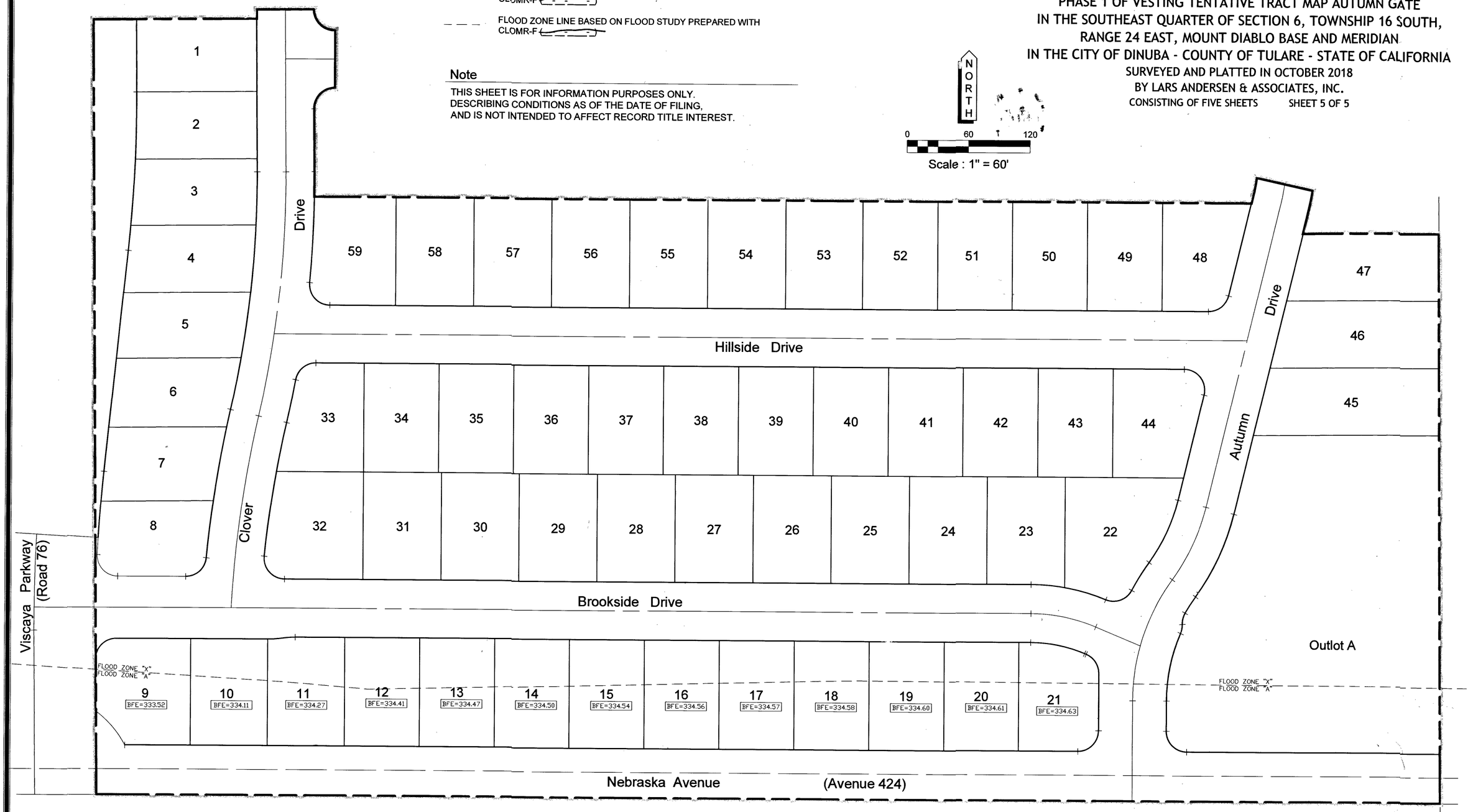
Note

THIS SHEET IS FOR INFORMATION PURPOSES ONLY.
DESCRIBING CONDITIONS AS OF THE DATE OF FILING,
AND IS NOT INTENDED TO AFFECT RECORD TITLE INTEREST.

NORTH

0 60 120

Scale : 1" = 60'



FIRM Map Information

Map Index Number:	06107C0317E
Effective Date:	June 16, 2009
Elevation Datum:	NAVD 88

Grading Terms

Grading within a flood zone shall conform to the City Flood Zone Development Standard and Ordinances, and direction from the City Engineer.

LARS ANDERSEN AND ASSOCIATES, INC.
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Tel:559 276-2790 Fax: 559 276-0850 WWW.LARSANDERSEN.COM

18100.00

6-18-19

RECORDING REQUESTED BY

NAME: Chicago Title/SPL

WHEN RECORDED MAIL TO:

NAME: Chicago Title

ADDRESS: 2540 West Shaw Lane, #112

CITY / STATE / ZIP: Fresno, CA 93711

(DOCUMENT WILL ONLY BE RETURNED TO NAME & ADDRESS IDENTIFIED ABOVE)

2019-0032353

Recorded
Official Records
County of
Tulare
ROLAND P. HILL
Clerk Recorder

11:23AM 19-Jun-2019

REC FEE 16.00
AFF SB2 HOUSE 75.00

CS
Page 1 of 5

map

5 &

(SPACE ABOVE FOR RECORDER'S USE)

Subdivision Guarantee

(DOCUMENT TITLE)

SEPARATE PAGE, PURSUANT TO CA. GOV'T. CODE 27361.6

CLTA SUBDIVISION

Bk: 44 Pg: 27

Issued By:

CHICAGO TITLE INSURANCE COMPANY

Guarantee Number:

FWVI-TO19000179-A

CHICAGO TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Subdivision	Fee	Title Officer
Autumn Gate Subdivision	$100.00	Erica Madrigal

The County of Tulare and any City within which said subdivision is located in a sum not exceeding One-Thousand and No/100 ($1,000.00).

That, according to those public records which, under the recording laws, impart constructive notice of matters affecting the title to the land included within the exterior boundary shown on the map of the above referenced subdivision, the only parties having any record title interest in said land whose signatures are necessary, under the requirements of the Subdivision Map Act, on the certificates consenting to the recordation of said map and offering for dedication any streets, roads, avenues and other easements offered for dedication by said map are:

Presidio JJR Robles 138, LLC, a Delaware limited liability company, as record owner

The map hereinbefore referred to is a subdivision of:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: June 10, 2019

Chicago Title Insurance Company

By:

President

Chicago Title Company
2540 West Shaw Lane, #112
Fresno, CA 93711

Countersigned By:

Authorized Officer or Agent

CHICAGO TITLE INSURANCE COMPANY CORPORATE SEAL

Attest:

Secretary

EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): 013-020-023 portion

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

PARCEL A OF LOT LINE ADJUSTMENT NO. 2018-13, RECORDED OCTOBER 26, 2018 AS DOCUMENT NO. 2018-0061553 OF OFFICIAL RECORDS TULARE COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF LOTS 15 AND 16 OF THE MAP OF BELLA VISTA COLONY, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 2 OF MAPS, AT PAGE 93, TULARE COUNTY RECORDS, IN THE CITY OF DINUBA, COUNTY OF TULARE, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 16, ALSO BEING THE SOUTH QUARTER CORNER OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE & MERIDIAN, ACCORDING TO THE OFFICIAL UNITED STATES GOVERNMENT TOWNSHIP PLAT THEREOF; THENCE

NORTH 00°31'51" WEST, ALONG THE WEST LINE OF SAID LOT 16, A DISTANCE OF 749.10 FEET; THENCE

NORTH 89°28'09" EAST, A DISTANCE OF 159.00 FEET;

NORTH 00°31'51" WEST, A DISTANCE OF 8.75 FEET;

NORTH 89°28'09" EAST, A DISTANCE OF 56.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST WITH A RADIAL BEARING OF SOUTH 89°28'09" WEST, AND HAVING A RADIUS OF 20.00 FEET;

THENCE SOUTHEASTERLY, ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°28'09", AN ARC DISTANCE OF 31.23 FEET; THENCE

SOUTH 90°00'00" EAST, A DISTANCE OF 0.89 FEET; THENCE

SOUTH 00°00'00" EAST, A DISTANCE OF 56.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST WITH A RADIAL BEARING OF NORTH 00°00'00" EAST, AND HAVING A RADIUS OF 20.00 FEET; THENCE

SOUTHWESTERLY, ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°31'51", AN ARC DISTANCE OF 31.60 FEET; THENCE

SOUTH 00°31'51" EAST, A DISTANCE OF 60.92 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE WEST, AND HAVING A RADIUS OF 1056.00 FEET; THENCE

SOUTHERLY, ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF 1°17'48", AN ARC DISTANCE OF 23.90 FEET; THENCE

SOUTH 90°00'00" EAST, A DISTANCE OF 912.96 FEET; THENCE

NORTH 13°37'51" EAST, A DISTANCE OF 5.96 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE WEST, AND HAVING A RADIUS OF 172.00 FEET; THENCE

NORTHERLY, ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF 6°23'59", AN ARC DISTANCE OF 19.21 FEET; THENCE

SOUTH 77°31'55" EAST, A DISTANCE OF 56.18 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE WEST WITH A RADIAL BEARING OF SOUTH 81°28'48" EAST, AND HAVING A RADIUS OF 228.00 FEET; THENCE

SOUTHERLY, ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF 5°06'40", AN ARC DISTANCE OF 20.34 FEET; THENCE

SOUTH 13°37'51" WEST, A DISTANCE OF 22.28 FEET; THENCE

NORTH 89°32'55" EAST, A DISTANCE OF 132.27 FEET TO THE EAST LINE OF SAID LOT 15; THENCE

SOUTH 00°27'05" EAST, A DISTANCE OF 551.00 FEET ALONG SAID EAST LINE OF SAID LOT 15 TO THE SOUTHEAST CORNER OF SAID LOT 15; THENCE

NORTH 90°00'00" WEST, A DISTANCE 1309.52 FEET ALONG THE SOUTH LINE OF SAID LOTS 15 AND 16 TO THE SOUTHWEST CORNER OF SAID LOT 16 ALSO BEING THE POINT OF BEGINNING.

RECORDING REQUESTED
AND RETURN TO:

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

No Fee per Government Code 6103

N O T I C E O F C O M P L E T I O N

NOTICE IS HERE BY GIVEN:

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

2. That on the 19th of January 2021, a work of improvements on real property hereinafter described was completed pursuant to a Contract to which Chapter 5 of Part I of Division 5, of the Public Contract Code applies.

3. That the name of the Contractor who performed said work of improvements pursuant to said Contract with the City of Dinuba is Presidio JJR Robles 138, LLC a Delaware limited liability company. The surety is SureTec Insurance Company 3131 Camino Del Rio N Suite 1450, San Diego, CA 92108.

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

City of Dinuba
Autumn Gate Phase 1 Subdivision

The project consisted of the installation/construction of domestic water, sanitary sewer, storm drain, curb and gutter, sidewalks, landscape and irrigation, street construction, and street lighting.

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

Dated: _____, 2021

CITY OF DINUBA
A Municipal Corporation

By _____
Jason Watts, PE Dinuba City Engineer

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

STATE OF CALIFORNIA)
) SS
COUNTY OF TULARE)

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 2021, by Jason Watts, City Engineer of the City of Dinuba, a Municipal Corporation, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

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

City Council Staff Report

Department: FIRE SERVICES | January 26, 2021

To: Mayor and City Council

From: Chad Thompson, Fire Chief

By: Jordan Webster, Fire Captain

Subject: Agreement Between County of Tulare and City of Dinuba for Clinical & Support Staff to Administer COVID-19 Vaccines (JORW)

RECOMMENDATION

Council to approve agreement between County of Tulare and City of Dinuba for contracted clinical and support staff to administer COVID-19 vaccines.

EXECUTIVE SUMMARY

In an effort to administer COVID-19 Vaccines throughout the County of Tulare in a timely and efficient manner, the County is requesting to contract with allied agencies to provide the services of its clinical and support staff to assist in the administration of the COVID-19 Vaccine throughout Tulare County. Personnel from the Dinuba Fire Department personnel recently assisted the County administer the Covid-19 Vaccine at the International Tulare Agricultural Center. The proposed agreement will formalize this joint effort to provide as many vaccination as possible throughout Tulare County.

OUTSTANDING ISSUES

None.

DISCUSSION

In response to the spread of the novel coronavirus (COVID-19) in the State of California, the Governor issued a proclamation of State of Emergency, triggering a Declaration of Local Health Emergency in the County of Tulare. The State of California has stated that COVID-19 vaccination is one of the most important tools to end the COVID-19 pandemic and expects to vaccinate most Californians in all 58 counties by summer of 2021.

In an effort to administer COVID-19 vaccines throughout the County of Tulare in a timely and efficient manner, Tulare County is requesting to contract with allied agencies to provide personnel to help administer Covid-19 vaccinations. A copy of the Agreement for contractual clinical and support staff to administer Covid-19 vaccines is enclosed herein as Attachment 'A'.

Under the terms of the agreement, the City of Dinuba will assign support staff from the Dinuba Fire Department on a temporary as needed basis to the County for the purposes of administering COVID-19 Vaccines throughout the County of Tulare. Assignments shall be based on the availability of contracted clinical and support staff and shall be made in the sole discretion of the City of Dinuba. The County will provide support staff with an orientation and training for administration of the vaccine.

The Dinuba Fire Department recently provided personnel to help administer the Covid-19 vaccine on January 15 and January 16 at the Tulare Ag-Center. The proposed Agreement will formalize this joint effort in order to provide the County with sufficient staffing resources to administer as many Covid-19 vaccinations throughout the County.

Although the Agreement does not address reimbursements for staff time, the County does anticipate receiving state funding to reimburse expenses related to vaccination efforts. Lastly, the Agreement may be terminated in one of three ways: (i) at will by either Party with at least 10 (ten) days prior written notice specifying the effective date of termination; (ii) immediately by mutual consent of both Parties; or (iii) immediately upon the termination of both the State of Emergency Declaration and the Local Emergency Declaration.

FISCAL IMPACT

No fiscal impact.

PUBLIC HEARING

None.

ATTACHMENTS:

Attachment 'A' - Agreement between County of Tulare and City of Dinuba for contracted clinical & support staff to administer COVID-19 Vaccines

AGREEMENT BETWEEN COUNTY OF TULARE AND _____ FOR CONTRACTED CLINICAL & SUPPORT STAFF TO ADMINISTER COVID-19 VACCINES

This Agreement ("Agreement") is entered into as of _____ between the County of Tulare, a political subdivision of the State of California ("COUNTY"), and _____ ("CONTRACTOR"). COUNTY and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

WHEREAS, in response to the spread of the novel coronavirus (COVID-19) to the State of California, the Governor issued a Proclamation of State of Emergency dated March 4, 2020 and Executive Order (EO) N-25 dated March 12, 2020 (collectively, and as may be further expanded from time to time, the "State Emergency Declaration and Executive Order");

WHEREAS, in response to the spread of COVID-19 to the County of Tulare, the Health Officer issued a Declaration of Local Health Emergency dated March 11, 2020 ("Local Emergency Declaration");

WHEREAS on December 11, 2020, the United States Food and Drug Administration issued an Emergency Use Authorization for the Pfizer-BioNTech COVID-19 Vaccine for distribution throughout the United States;

WHEREAS on December 18, 2020, the United States Food and Drug Administration issued an Emergency Use Authorization for the Moderna COVID-19 Vaccine for distribution throughout the United States for individuals 18 years of age and older;

WHEREAS, more COVID-19 Vaccines may receive Emergency Use Authorizations in 2021;

WHEREAS the State of California has stated that COVID-19 vaccination is one of the most important tools to end the COVID-19 pandemic and expects to vaccinate most Californians in all 58 counties by summer of 2021;

WHEREAS both the Pfizer-BioNTech COVID-19 Vaccine and Moderna COVID-19 Vaccine (together, and in general, "COVID-19 Vaccines") have been distributed to the COUNTY for administration;

WHEREAS in an effort to administer COVID-19 Vaccines throughout the County of Tulare in a timely and efficient manner, the COUNTY requests the services of CONTRACTOR's clinical and support staff pursuant to Government Code section 8659;

WHEREAS CONTRACTOR is willing to provide the services of its clinical and support staff to assist in the administration the COVID-19 Vaccine throughout Tulare County;

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and CONTRACTOR hereby agree to all of the following:

1. TERM OF AGREEMENT AND TERMINATION

This Agreement shall be in effect until both of the following occur (a) termination of the State Emergency Declaration; and (b) termination of the Local Emergency Declaration. This Agreement may be terminated earlier pursuant to the terms set forth below.

2. DUTIES OF CONTRACTOR

The CONTRACTOR shall do all of the following:

a. Assign contracted clinical and support staff on a temporary as needed basis to the COUNTY for the purposes of administering COVID-19 Vaccines throughout the County of Tulare.

   i. Assignments shall be based on the availability of contracted clinical and support staff and shall be made in the sole discretion of the CONTRACTOR, subject to acceptance by the COUNTY.

b. Confirm that contracted clinical staff possess current, valid and unrestricted licenses or certification as applicable.

   i. The CONTRACTOR will ensure the competency of clinical staff or provide scope of practice training for vaccination administration or other requested services prior to assignment to the COUNTY.

3. DUTIES OF COUNTY

The COUNTY shall do all of the following:

a. Supervise assigned contracted clinical and support staff performing the assigned work in accordance with the COUNTY's policies and, procedures.

b. Provide contracted clinical and support staff with an orientation to the COUNTY's policies and procedures necessary for contracted clinical and support staff to meet the COUNTY's expectations.

c. Retain responsibility for management of care of the COUNTY's clients and for ensuring that services provided by the COUNTY, including services by contracted clinical and support staff, are furnished in accordance with applicable standards.

d. Furnish, at the cost of the COUNTY, such equipment, supplies, drugs and other items necessary for contracted clinical and support staff to perform the services provided under this Agreement.

e. Furnish, at the cost of the COUNTY, personal protective equipment required to perform contracted clinical and support staff services under this Agreement.

f. Notify the CONTRACTOR within 24 hours, in writing, of any of the following:

   i. unexpected incidents, errors and sentinel events that involve contracted

clinical or support staff.

ii. any occupational safety hazards or events that involve contracted clinical or support staff.

iii. unsatisfactory job performance by contracted clinical or support staff due to incompetence, negligence, or misconduct.

iv. Any complaint or claim raised by or against contracted clinical or support staff related to harassment, discrimination and/or retaliation under applicable state or federal laws.

4. STATUS OF AND RESPONSIBILITY OVER EMPLOYEES

Notwithstanding any other language in this Agreement, each Party's employees shall remain its own employees, under each Party's direction and control, with no impact on their salaries or benefits. Each Party is solely responsible to pay the salary and benefits of its own employees, including ensuring accurate timekeeping and payroll. This Agreement shall not establish any joint employer relationship between any of the Parties, nor any employment relationship between the Parties for any purposes, including, but not limited to, the application of the Fair Labor Standards Act; the California Labor Code and Industrial Welfare Commission Wage Orders; Federal Insurance Contribution Act; the Social Security Act; the Federal Unemployment Tax Act; the provisions of the Internal Revenue Code; the State Revenue and Taxation Code relating to income tax withholding; and the Workers' Compensation Insurance Code.

5. TERMINATION OF AGREEMENT AND EMPLOYMENT

The COUNTY and the CONTRACTOR hereby agree that during the term of this Agreement and any extensions hereof, this Agreement may be terminated: (i) at will by either Party with at least 10 (ten) days prior written notice specifying the effective date of termination; (ii) immediately by mutual consent of both Parties; or (iii) immediately upon the termination of both the State of Emergency Declaration and the Local Emergency Declaration.

6. NON-DISCRIMINATION CLAUSE

During the performance of this Agreement, the COUNTY shall not discriminate unlawfully against any contracted clinical or support staff because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The CONTRACTOR shall insure that the evaluation and treatment of contracted clinical and support staff are free of such discrimination.

7. INDEPENDENT RELATIONSHIP

None of the provisions of this Agreement are intended to create, nor shall they be deemed or construed to create, any relationship between the COUNTY and the CONTRACTOR other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Each Party is solely responsible for its own acts or omissions to act.

8. NOTICES

All notices required or permitted to be given pursuant to this Agreement shall be sufficient if in writing and hand delivered to the COUNTY or the CONTRACTOR or if forwarded by registered or certified mail, return receipt requested.

9. ASSIGNABILITY

Neither this Agreement nor any right or interest hereunder shall be assignable by the COUNTY or the CONTRACTOR without the prior written consent of the other Party.

10. AMENDMENT

No amendment or modification of this Agreement shall be effective unless or until executed in writing by the Parties hereto.

11. WAIVER OF BREACH

The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver or breach of any other provision or any subsequent breach of any Party.

12. NO THIRD PARTY BENEFICIARIES INTENDED

Unless specifically set forth in the Agreement, the Parties do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy. This Section survives the termination of the Agreement.

13. GOVERNING LAW

The construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of California. The Parties agree that this Agreement is made in and will be performed in Tulare County, California. This Section survives the termination of the Agreement.

14. SEVERABILITY

If any provision of the Agreement shall be determined to be invalid, illegal or unenforceable in whole or in part, neither the validity of the remaining part of such provision nor the validity of any other provision of this Agreement shall in any way be affected thereby.

15. CONSTRUCTION

This Agreement reflects the contributions of all Parties and so the provisions of Civil Code section 1654 will not apply to address and interpret any alleged uncertainty or ambiguity.

16. DRUG-FREE WORKPLACE POLICY

CONTRACTOR acknowledges that under the Federal Drug-Free Workplace Act of 1989

and the California Drug-Free Workplace Act of 1990, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on COUNTY premises.

17. COMPLIANCE WITH LAW

The Parties must comply with all applicable federal, state, and local laws, regulations, and directives in performing their obligations under this Agreement.

18. ENTIRE AGREEMENT

This Agreement and the attachment to this Agreement together constitute the entire agreement and understanding by and between the COUNTY and the CONTRACTOR, and no representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force and effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the Party intended to be bound.

19. FURTHER ASSURANCES

Each Party will execute any additional documents and perform any further acts that may be reasonably required to effect the purposes of this Agreement.

20. AUTHORITY

The Parties represent that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

21. COUNTERPARTS

This Agreement may be executed by the Parties in any number of counterparts, which are defined as duplicate originals, including by facsimile or electronic mail in a portable document format (.pdf), all of which taken together shall be construed as one Agreement.

SIGNATURES

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized representatives:

COUNTY OF TULARE

Date: _____ By: _____

Name: _____

Title: _____

//
//

(NAME OF VENDOR)

Date: _____ By: _____

Name: _____

Title: _____

Template approved as to form by County Counsel as of January 14, 2021.

City Council Staff Report

Department: CITY MANAGER'S OFFICE | January 26, 2021

To: Mayor and City Council

From: Maggie Moreno, Administrative Services Director

By: Linda Barkley, City Clerk

Subject: Warrant Register January 15 & 22, 2021 (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 01.15.2021
WR 01.22.2021

Accounts Payable Invoice Report

Payment Date Range 01/11/21 - 01/15/21
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 **206 - ADT Security Services, Inc.**									
818617910	SECURITY SERVICES FOR 110 S COLLEGE	Paid by Check #29038		01/04/2021	01/15/2021	01/15/2021		01/15/2021	171.81
			Vendor **206 - ADT Security Services, Inc.** Totals			Invoices	1		$171.81
Vendor **733 - Advanced Emission Control Solutions, LP**									
0008384-IN	SMOKE TEST - FIRE	Paid by Check #29039		12/14/2020	01/15/2021	01/15/2021		01/15/2021	303.15
0008385-IN	SMOKE TEST - PW	Paid by Check #29039		12/14/2020	01/15/2021	01/15/2021		01/15/2021	303.15
			Vendor **733 - Advanced Emission Control Solutions, LP** Totals			Invoices	2		$606.30
Vendor **263 - Advantek Benefit Administrators**									
12/28/20	Miscellaneous	Paid by Check #29040		12/28/2020	01/15/2021	01/15/2021		01/15/2021	4,749.60
1/4/21	Miscellaneous	Paid by Check #29040		01/04/2021	01/15/2021	01/15/2021		01/15/2021	29,022.07
1/8/21	Miscellaneous	Paid by Check #29040		01/08/2021	01/15/2021	01/15/2021		01/15/2021	31,567.63
			Vendor **263 - Advantek Benefit Administrators** Totals			Invoices	3		$65,339.30
Vendor **1599 - Adventist Health Toxicology**									
1354	PD - Toxicology Services	Paid by Check #29041		01/05/2021	01/15/2021	01/15/2021		01/15/2021	900.00
			Vendor **1599 - Adventist Health Toxicology** Totals			Invoices	1		$900.00
Vendor **20 - Ameritas Life Insurance**									
1/1/21-1/31/21	010-007745-00001	Paid by Check #29042		12/17/2020	01/15/2021	01/15/2021		01/15/2021	17,749.20
			Vendor **20 - Ameritas Life Insurance** Totals			Invoices	1		$17,749.20
Vendor **1505 - ArchiveSocial, Inc.**									
13033	Social Media	Paid by Check #29043		12/01/2020	01/15/2021	01/15/2021		01/15/2021	2,388.00
			Vendor **1505 - ArchiveSocial, Inc.** Totals			Invoices	1		$2,388.00
Vendor **17 - AT&T**									
93910547431/21	Telephone	Paid by Check #29044		01/02/2021	01/15/2021	01/15/2021		01/15/2021	70.16
			Vendor **17 - AT&T** Totals			Invoices	1		$70.16
Vendor **289 - AT&T Mobility LLC**									
2870151847341220	December 2020	Paid by Check #29045		12/16/2020	01/15/2021	01/15/2021		01/15/2021	88.24
			Vendor **289 - AT&T Mobility LLC** Totals			Invoices	1		$88.24
Vendor **1044 - AutoZone, Inc.**									
2833001272	CORE REFUND FOR T19	Paid by Check #29046		05/20/2020	01/15/2021	01/15/2021		01/15/2021	(217.00)
2833075706	TURNDOWN PIPE FOR BUS 7	Paid by Check #29046		08/05/2020	01/15/2021	01/15/2021		01/15/2021	6.55
2833176451	POWER STEERING RESERVOIR FOR PD37	Paid by Check #29046		11/24/2020	01/15/2021	01/15/2021		01/15/2021	73.26
2833194591	POWER STEERING PUMP FOR M735	Paid by Check #29046		12/17/2020	01/15/2021	01/15/2021		01/15/2021	211.56
			Vendor **1044 - AutoZone, Inc.** Totals			Invoices	4		$74.37



Accounts Payable Invoice Report

Payment Date Range 01/11/21 - 01/15/21
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 **754 - Axces Industrial**									
13573	FLEET SUPPLIES	Paid by Check #29047		12/15/2020	01/15/2021	01/15/2021		01/15/2021	107.25
			Vendor **754 - Axces Industrial** Totals			Invoices	1		$107.25
Vendor **1055 - BBVA Compass**									
12/1/20	Loan 0000000018	Paid by EFT #1443		12/01/2020	01/11/2021	01/11/2021		01/11/2021	62,858.32
			Vendor **1055 - BBVA Compass** Totals			Invoices	1		$62,858.32
Vendor **376 - BCS Consulting, LLC**									
2020129	IT Services	Paid by Check #29048		01/06/2021	01/15/2021	01/15/2021		01/15/2021	6,200.00
			Vendor **376 - BCS Consulting, LLC** Totals			Invoices	1		$6,200.00
Vendor **105 - Best Uniforms**									
42553B	PD - Jacob Aguilar - Invoice Balance	Paid by Check #29049		12/15/2020	01/15/2021	01/15/2021		01/15/2021	.99
			Vendor **105 - Best Uniforms** Totals			Invoices	1		$0.99
Vendor **94 - California Public Employees Retirement**									
12/20/20-1/02/21	Payroll 12/20/20-01/02-21	Paid by EFT #1445		01/08/2021	01/11/2021	01/11/2021		01/11/2021	90,135.27
2021-00000251	31 - 457 - Employee CalPERS $*	Paid by EFT #1444		01/08/2021	01/11/2021	01/11/2021		01/11/2021	10,809.52
			Vendor **94 - California Public Employees Retirement** Totals			Invoices	2		$100,944.79
Vendor **1275 - California Turf Equipment**									
483000	Fy 20/21-Parks-Repl helmet suspension	Paid by Check #29050		12/11/2020	01/15/2021	01/15/2021	01/11/2021	01/15/2021	91.97
484907	Fy 20/21-Parks-Gear housing	Paid by Check #29050		01/04/2021	01/15/2021	01/15/2021	01/11/2021	01/15/2021	72.71
			Vendor **1275 - California Turf Equipment** Totals			Invoices	2		$164.68
Vendor **305 - Cartozian Air Conditioning and Heating Inc.**									
17068	AC REPAR AT PD, LABOR	Paid by Check #29051		12/18/2020	01/15/2021	01/15/2021		01/15/2021	85.00
			Vendor **305 - Cartozian Air Conditioning and Heating Inc.** Totals			Invoices	1		$85.00
Vendor **240 - Clean Cut Landscape Management Inc.**									
2873	December 2020	Paid by Check #29052		12/31/2020	01/15/2021	01/15/2021		01/15/2021	16,799.00
			Vendor **240 - Clean Cut Landscape Management Inc.** Totals			Invoices	1		$16,799.00
Vendor **1419 - Collins & Schoettler Planning Consultant, Inc.**									
1130	Collins Schoettler Planning Support	Paid by Check #29053		01/05/2021	01/15/2021	01/15/2021		01/15/2021	5,170.00
			Vendor **1419 - Collins & Schoettler Planning Consultant, Inc.** Totals			Invoices	1		$5,170.00
Vendor **170 - Comcast**									
0135597 1/2/21	405 E El Monte	Paid by Check #29054		01/02/2021	01/15/2021	01/15/2021		01/15/2021	69.39
			Vendor **170 - Comcast** Totals			Invoices	1		$69.39
Vendor **1473 - Country View Nursery**									

Accounts Payable Invoice Report

Payment Date Range 01/11/21 - 01/15/21
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
3638	Fy 20/21-Parks-Lantana/Little John plants	Paid by Check #29055		01/04/2021	01/15/2021	01/15/2021	01/11/2021	01/15/2021	248.97
		Vendor **1473 - Country View Nursery** Totals				Invoices	1		$248.97
Vendor **232 - Courier Printing and Village Printer**									
C26077	Council Business Cards	Paid by Check #29056		01/07/2021	01/15/2021	01/15/2021		01/15/2021	227.86
		Vendor **232 - Courier Printing and Village Printer** Totals				Invoices	1		$227.86
Vendor **1035 - De Lage Landen Public Finance**									
70351932	Nov/Dec 2020	Paid by Check #29131		11/21/2020	12/11/2020	12/11/2020		01/14/2021	292.96
		Vendor **1035 - De Lage Landen Public Finance** Totals				Invoices	1		$292.96
Vendor **1582 - Dell Financial Services LLC**									
80709387	Server	Paid by Check #29057		01/02/2021	01/15/2021	01/15/2021		01/15/2021	2,947.71
		Vendor **1582 - Dell Financial Services LLC** Totals				Invoices	1		$2,947.71
Vendor **62 - Ed Dena's Auto Center**									
303252	BUCKLE KIT FOR PD51	Paid by Check #29058		01/05/2021	01/15/2021	01/15/2021		01/15/2021	153.41
		Vendor **62 - Ed Dena's Auto Center** Totals				Invoices	1		$153.41
Vendor **407 - Ed's Custom Collision Center**									
RO13211	PD - 2017 Dodge Charger - Unit #16	Paid by Check #29059		01/08/2021	01/15/2021	01/15/2021		01/15/2021	4,233.60
		Vendor **407 - Ed's Custom Collision Center** Totals				Invoices	1		$4,233.60
Vendor **309 - Elbert Distributing**									
PI0034744	FLEET SUPPLIES	Paid by Check #29060		01/06/2021	01/15/2021	01/15/2021		01/15/2021	180.39
		Vendor **309 - Elbert Distributing** Totals				Invoices	1		$180.39
Vendor **1506 - Enterprise FM Trust**									
FBN4122559	Fy 19/20-Parks-Mo pymnt for three leased trucks	Paid by Check #29061		01/06/2021	01/15/2021	01/15/2021	01/08/2021	01/15/2021	1,802.72
FBN4110562	PD - Vehicles Lease - 23873J, 23873P, 23873Q, 23BFJW & 23BFK5	Paid by Check #29061		01/06/2021	01/15/2021	01/15/2021		01/15/2021	2,866.04
		Vendor **1506 - Enterprise FM Trust** Totals				Invoices	2		$4,668.76
Vendor **36 - Ewing Irrigation Products**									
13283268	Fy 20/21-Parks-PVC Coupling & slip fix repair nipple	Paid by Check #29062		01/04/2021	01/15/2021	01/15/2021	01/11/2021	01/15/2021	201.87
		Vendor **36 - Ewing Irrigation Products** Totals				Invoices	1		$201.87
Vendor **235 - FERGUSON ENTERPRISES, LLC**									
1599201	WATER DEPT SUPPLIES	Paid by Check #29063		12/30/2020	01/15/2021	01/15/2021		01/15/2021	1,294.11
		Vendor **235 - FERGUSON ENTERPRISES, LLC** Totals				Invoices	1		$1,294.11

Accounts Payable Invoice Report

Payment Date Range 01/11/21 - 01/15/21
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 **18 - The Gas Company**									
155715804201/21	January 2021	Paid by Check #29065		01/07/2021	01/15/2021	01/15/2021		01/15/2021	274.24
162015800041/21	January 2021	Paid by Check #29066		01/07/2021	01/15/2021	01/15/2021		01/15/2021	242.55
126315560031/21	DSC - Gas 12/3/2020 - 1/5/2021	Paid by Check #29064		01/07/2021	01/15/2021	01/15/2021		01/15/2021	398.02
183098544971/21	PD - 12/03/2020 - 01/05/2021 Billing Charges	Paid by Check #29067		01/07/2021	01/15/2021	01/15/2021		01/15/2021	148.48
		Vendor **18 - The Gas Company** Totals				Invoices	4		$1,063.29
Vendor **242 - Green Box Rentals, Inc.**									
79277	Fy 20/21-CS-Mo storage rental for rec center-Jan. 2021	Paid by Check #29068		01/08/2021	01/15/2021	01/15/2021	01/08/2021	01/15/2021	70.53
		Vendor **242 - Green Box Rentals, Inc.** Totals				Invoices	1		$70.53
Vendor **379 - Guardian EMS Products**									
8078	Supplies	Paid by Check #29069		12/29/2020	01/15/2021	01/15/2021		01/15/2021	33.32
8096	Supplies	Paid by Check #29069		12/31/2020	01/15/2021	01/15/2021		01/15/2021	313.62
		Vendor **379 - Guardian EMS Products** Totals				Invoices	2		$346.94
Vendor **139 - Henry Schein Inc.**									
87288688	Supplies	Paid by Check #29070		12/11/2020	01/15/2021	01/15/2021		01/15/2021	234.75
87302854	Supplies	Paid by Check #29070		12/14/2020	01/15/2021	01/15/2021		01/15/2021	18.75
87306348	Supplies	Paid by Check #29070		12/14/2020	01/15/2021	01/15/2021		01/15/2021	305.73
87609768	Supplies	Paid by Check #29070		12/18/2020	01/15/2021	01/15/2021		01/15/2021	685.21
87635096	Supplies	Paid by Check #29070		12/21/2020	01/15/2021	01/15/2021		01/15/2021	200.05
87995806	Supplies	Paid by Check #29070		12/30/2020	01/15/2021	01/15/2021		01/15/2021	590.78
88036398	Supplies	Paid by Check #29070		12/31/2020	01/15/2021	01/15/2021		01/15/2021	78.25
		Vendor **139 - Henry Schein Inc.** Totals				Invoices	7		$2,113.52
Vendor **174 - Howard's Pest Control**									
93308	Fy 20/21-Parks-Pest control service @ KC park concession stand	Paid by Check #29071		01/04/2021	01/15/2021	01/15/2021	01/08/2021	01/15/2021	36.00
93347	Fy 20/21-Parks-Pest control service @ Vuich park	Paid by Check #29071		01/05/2021	01/15/2021	01/15/2021	01/04/2021	01/15/2021	65.00
93354	Fy 20/21-Sportsplex-Pest control monthly service	Paid by Check #29071		01/05/2021	01/15/2021	01/15/2021	01/05/2021	01/15/2021	107.00
		Vendor **174 - Howard's Pest Control** Totals				Invoices	3		$208.00
Vendor **5 - Jorgensen & Co.**									
5919276	Fy 20/21-Sportsplex-Repairs to repl faulty butterfly valve	Paid by Check #29072		12/30/2020	01/15/2021	01/15/2021	01/08/2021	01/15/2021	4,931.08
		Vendor **5 - Jorgensen & Co.** Totals				Invoices	1		$4,931.08
Vendor **1535 - Kings Rest**									
1372	Mattress	Paid by Check #29073		01/01/2021	01/15/2021	01/15/2021		01/15/2021	366.74

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			Vendor **1535 - Kings Rest** Totals			Invoices	1		$366.74
Vendor **969 - Kings River Tractor, Inc.**									
IR10096	WWRP DISC REPAIR PARTS	Paid by Check #29074		01/06/2021	01/15/2021	01/15/2021		01/15/2021	71.72
IR10101	WWRP DISC REPAIR PARTS	Paid by Check #29074		01/07/2021	01/15/2021	01/15/2021		01/15/2021	94.06
			Vendor **969 - Kings River Tractor, Inc.** Totals			Invoices	2		$165.78
Vendor **318 - Kingsburg Veterinary Clinic**									
592042	PD - Emergency Fee & Euthanasia	Paid by Check #29075		12/31/2020	01/15/2021	01/15/2021		01/15/2021	183.70
			Vendor **318 - Kingsburg Veterinary Clinic** Totals			Invoices	1		$183.70
Vendor **89 - Liebert Cassidy Whitmore**									
1510386	Legal Services (lawyers)	Paid by Check #29076		11/30/2020	01/15/2021	01/15/2021		01/15/2021	111.00
1510387	Legal Services (lawyers)	Paid by Check #29076		11/30/2020	01/15/2021	01/15/2021		01/15/2021	770.00
			Vendor **89 - Liebert Cassidy Whitmore** Totals			Invoices	2		$881.00
Vendor **1457 - LSL CPA's**									
41648	Professional Services	Paid by Check #29077		12/31/2020	01/15/2021	01/15/2021		01/15/2021	1,495.00
			Vendor **1457 - LSL CPA's** Totals			Invoices	1		$1,495.00
Vendor **184 - Maximus**									
102452.01 12-02	Professional Services	Paid by Check #29078		12/30/2020	01/15/2021	01/15/2021		01/15/2021	3,120.00
			Vendor **184 - Maximus** Totals			Invoices	1		$3,120.00
Vendor **160 - Mid Valley Publishing Inc.**									
0012670-2021	DSC - Local Paper Subscription 2021	Paid by Check #29079		01/05/2021	01/15/2021	01/15/2021		01/15/2021	25.00
			Vendor **160 - Mid Valley Publishing Inc.** Totals			Invoices	1		$25.00
Vendor **284 - MV Transportation, Inc.**									
111503	DECEMBER 2020 MONTHLY BILLING	Paid by Check #29080		01/04/2021	01/15/2021	01/15/2021		01/15/2021	55,498.52
			Vendor **284 - MV Transportation, Inc.** Totals			Invoices	1		$55,498.52
Vendor **899 - NBS**									
1120000206	CFD Administration	Paid by Check #29081		12/20/2020	01/15/2021	01/15/2021		01/15/2021	1,169.42
1120000207	Special District Admin. Services	Paid by Check #29081		12/20/2020	01/15/2021	01/15/2021		01/15/2021	6,855.54
			Vendor **899 - NBS** Totals			Invoices	2		$8,024.96
Vendor **392 - O'Reilly Auto Parts**									
3641-350361	Vehicles	Paid by Check #29082		11/30/2020	01/15/2021	01/15/2021		01/15/2021	70.47
3641-350521	Vehicles	Paid by Check #29082		12/01/2020	01/15/2021	01/15/2021		01/15/2021	128.66
3641-350698	Vehicles	Paid by Check #29082		12/02/2020	01/15/2021	01/15/2021		01/15/2021	387.64
3641-350890	Vehicles	Paid by Check #29082		12/03/2020	01/15/2021	01/15/2021		01/15/2021	55.09
3641-350892	Vehicles	Paid by Check #29082		12/03/2020	01/15/2021	01/15/2021		01/15/2021	235.39



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3641-350968	Vehicles	Paid by Check #29082		12/03/2020	01/15/2021	01/15/2021		01/15/2021	11.11
3641-350989	Vehicles	Paid by Check #29082		12/03/2020	01/15/2021	01/15/2021		01/15/2021	90.10
3641-351069	Vehicles	Paid by Check #29082		12/04/2020	01/15/2021	01/15/2021		01/15/2021	21.82
3641-351120	Vehicles	Paid by Check #29082		12/04/2020	01/15/2021	01/15/2021		01/15/2021	54.21
3641-351182	Vehicles	Paid by Check #29082		12/04/2020	01/15/2021	01/15/2021		01/15/2021	15.74
3641-351760	Vehicles	Paid by Check #29082		12/07/2020	01/15/2021	01/15/2021		01/15/2021	25.84
3641-351786	Vehicles	Paid by Check #29082		12/07/2020	01/15/2021	01/15/2021		01/15/2021	43.39
3641-351804	Vehicles	Paid by Check #29082		12/07/2020	01/15/2021	01/15/2021		01/15/2021	60.72
3641-351907	Vehicles	Paid by Check #29082		12/08/2020	01/15/2021	01/15/2021		01/15/2021	63.48
3641-352081	Vehicles	Paid by Check #29082		12/09/2020	01/15/2021	01/15/2021		01/15/2021	17.88
3641-352153	Vehicles	Paid by Check #29082		12/09/2020	01/15/2021	01/15/2021		01/15/2021	14.09
3641-352289	Vehicles	Paid by Check #29082		12/10/2020	01/15/2021	01/15/2021		01/15/2021	2.16
3641-352504	Vehicles	Paid by Check #29082		12/11/2020	01/15/2021	01/15/2021		01/15/2021	240.35
3641-352579	Vehicles	Paid by Check #29082		12/11/2020	01/15/2021	01/15/2021		01/15/2021	16.29
3641-353016	Vehicles	Paid by Check #29082		12/14/2020	01/15/2021	01/15/2021		01/15/2021	(6.27)
3641-353101	Vehicles	Paid by Check #29082		12/14/2020	01/15/2021	01/15/2021		01/15/2021	3.90
3641-353105	Vehicles	Paid by Check #29082		12/14/2020	01/15/2021	01/15/2021		01/15/2021	21.16
3641-353123	Vehicles	Paid by Check #29082		12/14/2020	01/15/2021	01/15/2021		01/15/2021	61.82
3641-353128	Vehicles	Paid by Check #29082		12/14/2020	01/15/2021	01/15/2021		01/15/2021	35.60
3641-353153	Vehicles	Paid by Check #29082		12/15/2020	01/15/2021	01/15/2021		01/15/2021	6.44
3641-353156	Vehicles	Paid by Check #29082		12/15/2020	01/15/2021	01/15/2021		01/15/2021	7.79
3641-353339	Vehicles	Paid by Check #29082		12/16/2020	01/15/2021	01/15/2021		01/15/2021	8.05
3641-353347	Vehicles	Paid by Check #29082		12/16/2020	01/15/2021	01/15/2021		01/15/2021	8.05
3641-353353	Vehicles	Paid by Check #29082		12/16/2020	01/15/2021	01/15/2021		01/15/2021	39.16
3641-353440	Vehicles	Paid by Check #29082		12/16/2020	01/15/2021	01/15/2021		01/15/2021	66.26
3641-353469	Vehicles	Paid by Check #29082		12/16/2020	01/15/2021	01/15/2021		01/15/2021	(55.45)
3641-353527	Vehicles	Paid by Check #29082		12/17/2020	01/15/2021	01/15/2021		01/15/2021	45.46
3641-353528	Vehicles	Paid by Check #29082		12/17/2020	01/15/2021	01/15/2021		01/15/2021	18.49
3641-353555	Vehicles	Paid by Check #29082		12/17/2020	01/15/2021	01/15/2021		01/15/2021	45.34
3641-353595	Vehicles	Paid by Check #29082		12/17/2020	01/15/2021	01/15/2021		01/15/2021	107.96
3641-354290	Vehicles	Paid by Check #29082		12/21/2020	01/15/2021	01/15/2021		01/15/2021	60.30
3641-354303	Vehicles	Paid by Check #29082		12/21/2020	01/15/2021	01/15/2021		01/15/2021	340.87
3641-354443	Vehicles	Paid by Check #29082		12/22/2020	01/15/2021	01/15/2021		01/15/2021	65.10
3641-354486	Vehicles	Paid by Check #29082		12/22/2020	01/15/2021	01/15/2021		01/15/2021	(7.75)
3641-354501	Vehicles	Paid by Check #29082		12/22/2020	01/15/2021	01/15/2021		01/15/2021	(18.36)
3641-354506	Vehicles	Paid by Check #29082		12/22/2020	01/15/2021	01/15/2021		01/15/2021	318.85
EB12576251	Vehicles	Paid by Check #29082		12/22/2020	01/15/2021	01/15/2021		01/15/2021	(32.43)
3641-354612	Vehicles	Paid by Check #29082		12/23/2020	01/15/2021	01/15/2021		01/15/2021	29.82
3641-354671	Vehicles	Paid by Check #29082		12/23/2020	01/15/2021	01/15/2021		01/15/2021	131.89
3641-354672	Vehicles	Paid by Check #29082		12/23/2020	01/15/2021	01/15/2021		01/15/2021	28.32
3641-354682	Vehicles	Paid by Check #29082		12/23/2020	01/15/2021	01/15/2021		01/15/2021	28.32
3641-355357	Vehicles	Paid by Check #29082		12/28/2020	01/15/2021	01/15/2021		01/15/2021	112.46



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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
3641-355364	Vehicles	Paid by Check #29082		12/28/2020	01/15/2021	01/15/2021		01/15/2021	25.91
3641-355430	Vehicles	Paid by Check #29082		12/28/2020	01/15/2021	01/15/2021		01/15/2021	8.67
3641-355431	Vehicles	Paid by Check #29082		12/28/2020	01/15/2021	01/15/2021		01/15/2021	270.84
SC03755059	Vehicles	Paid by Check #29082		12/28/2020	01/15/2021	01/15/2021		01/15/2021	23.72
3641-375880	Supplies	Paid by Check #29082		12/29/2020	01/15/2021	01/15/2021		01/15/2021	17.27
		Vendor **392 - O'Reilly Auto Parts** Totals				Invoices	52		$3,371.99
Vendor **142 - Office Depot BSD**									
142422708001	Maggie	Paid by Check #29083		12/16/2020	01/15/2021	01/15/2021		01/15/2021	55.37
144393498001	Maggie	Paid by Check #29083		12/18/2020	01/15/2021	01/15/2021		01/15/2021	28.20
143686672001	Lorena- office supplies	Paid by Check #29083		12/21/2020	01/15/2021	01/15/2021		01/15/2021	226.68
146361583001	Supplies	Paid by Check #29083		12/29/2020	01/15/2021	01/15/2021		01/15/2021	181.84
145986860001	Office Supplies - Office Depot	Paid by Check #29083		12/24/2020	01/15/2021	01/15/2021		01/15/2021	41.58
		Vendor **142 - Office Depot BSD** Totals				Invoices	5		$533.67
Vendor **76 - Pacific Gas & Electric**									
7022723403912.20	1480 El Monte	Paid by Check #29096		12/30/2020	01/15/2021	01/15/2021		01/15/2021	315.83
0766265341412/20	1300 Rosemary	Paid by Check #29085		12/28/2020	01/15/2021	01/15/2021		01/15/2021	103.10
1349551825312/20	1300 Saginaw	Paid by Check #29086		12/28/2020	01/15/2021	01/15/2021		01/15/2021	25.90
1594680195612/20	855 El Monte	Paid by Check #29087		12/28/2020	01/15/2021	01/15/2021		01/15/2021	292.42
2459524157112/20	Northridge/Eaton	Paid by Check #29088		12/28/2020	01/15/2021	01/15/2021		01/15/2021	13.33
3600674390412/20	698 Lincoln	Paid by Check #29089		12/28/2020	01/15/2021	01/15/2021		01/15/2021	51.30
4689942560012/20	1101 Viscaya	Paid by Check #29090		12/28/2020	01/15/2021	01/15/2021		01/15/2021	10.86
4979039280412/20	DSC Electricity 11/25 - 12/27/2020	Paid by Check #29084		12/28/2020	01/15/2021	01/15/2021		01/15/2021	746.00
5564264294012/20	Utilities	Paid by Check #29091		12/28/2020	01/15/2021	01/15/2021		01/15/2021	49.45
6220088828712/20	El Monte/McKinley	Paid by Check #29092		12/28/2020	01/15/2021	01/15/2021		01/15/2021	41.25
6782667017512/20	Alice/North Way	Paid by Check #29093		12/28/2020	01/15/2021	01/15/2021		01/15/2021	83.62
7905465742812/10	1150 Nebraska	Paid by Check #29094		12/28/2020	01/15/2021	01/15/2021		01/15/2021	10.84
8116588543512/20	1920 Lauren	Paid by Check #29095		12/28/2020	01/15/2021	01/15/2021		01/15/2021	208.97
		Vendor **76 - Pacific Gas & Electric** Totals				Invoices	13		$1,952.87
Vendor **7 - Pena's Disposal Services**									
01/21 for 12/20	January 2021 Payment for DECEMBER 2020 Monthly Disposal Charges	Paid by Check #29097		01/11/2021	01/15/2021	01/15/2021		01/15/2021	118,406.93
FEBRUARY 2021	Contract Disposal payment for FEBRUARY 2021	Paid by Check #29097		02/01/2021	01/15/2021	01/15/2021		01/15/2021	60,000.00
557095	Mattress Charges	Paid by Check #29097		01/05/2021	01/15/2021	01/15/2021		01/15/2021	150.00
		Vendor **7 - Pena's Disposal Services** Totals				Invoices	3		$178,556.93
Vendor **968 - Quic Shop Markets, Inc.**									
10542	CAR WASHES	Paid by Check #29098		12/31/2020	01/15/2021	01/15/2021		01/15/2021	3.00



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		Vendor **968 - Quic Shop Markets, Inc.** Totals				Invoices	1		$3.00
Vendor **124 - Reedley Veterinary Hospital**									
62	PD - December 2020 Charges	Paid by Check #29099		01/04/2021	01/15/2021	01/15/2021		01/15/2021	553.00
		Vendor **124 - Reedley Veterinary Hospital** Totals				Invoices	1		$553.00
Vendor **760 - Salsbury Industry**									
6093539	Lockers	Paid by Check #29100		12/30/2020	01/15/2021	01/15/2021		01/15/2021	474.64
		Vendor **760 - Salsbury Industry** Totals				Invoices	1		$474.64
Vendor **42 - Scout Specialties**									
141142	Fy 20/21-Parks-Two WD-40 11oz bottles	Paid by Check #29101		12/29/2020	01/15/2021	01/15/2021	01/11/2021	01/15/2021	16.82
140430-01	SHOP SUPPLIES	Paid by Check #29101		12/02/2020	01/15/2021	01/15/2021		01/15/2021	27.13
140430-02	SHOP SUPPLIES	Paid by Check #29101		12/02/2020	01/15/2021	01/15/2021		01/15/2021	4.34
		Vendor **42 - Scout Specialties** Totals				Invoices	3		$48.29
Vendor **46 - Self Help Enterprises**									
DIN18HM 12-20	SELF HELP 18-HOME-12599 GEN ADMIN	Paid by Check #29102		12/31/2020	01/15/2021	01/15/2021		01/15/2021	468.75
		Vendor **46 - Self Help Enterprises** Totals				Invoices	1		$468.75
Vendor **61 - Silvas Oil Company Inc.**									
167616CT	December 2020	Paid by Check #29103		12/31/2020	01/15/2021	01/15/2021		01/15/2021	846.83
		Vendor **61 - Silvas Oil Company Inc.** Totals				Invoices	1		$846.83
Vendor **431 - Sparkletts**									
9406519 010121	Fy 20/21-Bottled wa & delivery service	Paid by Check #29104		01/01/2021	01/15/2021	01/15/2021	01/04/2021	01/15/2021	71.50
5080520 010721	PD - Water Cooler Service	Paid by Check #29105		01/07/2021	01/15/2021	01/15/2021		01/15/2021	119.65
		Vendor **431 - Sparkletts** Totals				Invoices	2		$191.15
Vendor **247 - State Center Community College District**									
15714223-25	PD - 43198 / Expan. Baton Traning Reg. (11/18-19/2020)	Paid by Check #29106		11/18/2020	01/15/2021	01/15/2021		01/15/2021	126.00
		Vendor **247 - State Center Community College District** Totals				Invoices	1		$126.00
Vendor **1073 - Stryker Sales Coporation**									
3245252M	Batteries	Paid by Check #29107		12/21/2020	01/15/2021	01/15/2021		01/15/2021	905.22
3247112M	Batteries	Paid by Check #29107		12/22/2020	01/15/2021	01/15/2021		01/15/2021	1,822.37
		Vendor **1073 - Stryker Sales Coporation** Totals				Invoices	2		$2,727.59
Vendor **189 - Terminix International**									
403675057	405 E El Monte	Paid by Check #29108		12/15/2020	01/15/2021	01/15/2021		01/15/2021	60.00
403691041	Fy 20/21-CS-Mo pest control service for rec center	Paid by Check #29108		12/07/2020	01/15/2021	01/15/2021	01/08/2021	01/15/2021	70.00

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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
		Vendor **189 - Terminix International** Totals				Invoices	2		$130.00
Vendor **1564 - The Home Depot Pro**									
591415229	CLEANING SUPPLIES	Paid by Check #29109		12/22/2020	01/15/2021	01/15/2021		01/15/2021	13.70
		Vendor **1564 - The Home Depot Pro** Totals				Invoices	1		$13.70
Vendor **261 - Thyssenkrupp Elevator Corp.**									
3005701841	Votech	Paid by Check #29110		01/01/2021	01/15/2021	01/15/2021		01/15/2021	540.20
		Vendor **261 - Thyssenkrupp Elevator Corp.** Totals				Invoices	1		$540.20
Vendor **1304 - TJKM**									
0050523	TJKM Roadway Segment Safety Impr. Design	Paid by Check #29111		12/31/2020	01/15/2021	01/15/2021		01/15/2021	10,288.47
		Vendor **1304 - TJKM** Totals				Invoices	1		$10,288.47
Vendor **1633 - Toyota Industries Commercial Finance, Inc.**									
4002984560	POLARIS LEASE PAYMENT	Paid by Check #29112		12/28/2020	01/15/2021	01/15/2021		01/15/2021	296.74
		Vendor **1633 - Toyota Industries Commercial Finance, Inc.** Totals				Invoices	1		$296.74
Vendor **902 - Tractor Supply Credit Plan**									
0027 12302020	PD - Supplies	Paid by Check #29113		12/30/2020	01/15/2021	01/15/2021		01/15/2021	78.10
		Vendor **902 - Tractor Supply Credit Plan** Totals				Invoices	1		$78.10
Vendor **230 - Travelers**									
12/7/20	5991W3221	Paid by Check #29114		12/07/2020	01/15/2021	01/15/2021		01/15/2021	282.00
		Vendor **230 - Travelers** Totals				Invoices	1		$282.00
Vendor **49 - Tulare County**									
21-046	PD - December 2020 Charges	Paid by Check #29116		12/29/2020	01/15/2021	01/15/2021		01/15/2021	1,017.13
27769-21Qtr2	PD - Non-Custody Intake Program 10/01/2020 - 12/31/2020	Paid by Check #29115		01/06/2021	01/15/2021	01/15/2021		01/15/2021	3,949.79
		Vendor **49 - Tulare County** Totals				Invoices	2		$4,966.92
Vendor **1098 - Tyler Technologies**									
045-320676	Support & Update Licensing	Paid by Check #29117		12/01/2020	01/15/2021	01/15/2021		01/15/2021	79,140.51
		Vendor **1098 - Tyler Technologies** Totals				Invoices	1		$79,140.51
Vendor **273 - US Bank**									
431997196	Copy Machine	Paid by Check #29121		12/24/2020	01/15/2021	01/15/2021		01/15/2021	2,975.11
429257645	DSC Copier Lease	Paid by Check #29119		11/20/2020	01/15/2021	01/15/2021		01/15/2021	383.25
431672039	DSC Copier Lease	Paid by Check #29120		12/21/2020	01/15/2021	01/15/2021		01/15/2021	388.73
432322824	ACCT# 530029 - PW COPIER	Paid by Check #29118		12/28/2020	01/15/2021	01/15/2021		01/15/2021	1,167.64
		Vendor **273 - US Bank** Totals				Invoices	4		$4,914.73
Vendor **359 - Valero Marketing & Supply Company**									

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Report By Vendor - Invoice
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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
69553839	PD - Fuel Charges - December 2020	Paid by Check #29122		01/06/2021	01/15/2021	01/15/2021		01/15/2021	7,712.70
		Vendor **359 - Valero Marketing & Supply Company** Totals				Invoices	1		$7,712.70
Vendor **1434 - Vast Networks**									
25408	Internet	Paid by Check #29123		01/01/2021	01/15/2021	01/15/2021		01/15/2021	4,554.07
		Vendor **1434 - Vast Networks** Totals				Invoices	1		$4,554.07
Vendor **693 - Pablo Velazquez**									
REIM GRD II 2021	GRADE II RENEWAL FOR PABLO VELAZQUEZ - REIMBURSEMENT	Paid by Check #29124		01/11/2021	01/15/2021	01/15/2021		01/15/2021	250.00
		Vendor **693 - Pablo Velazquez** Totals				Invoices	1		$250.00
Vendor **403 - Visalia Times-Delta**									
TD0029781 1/21	January 2021	Paid by Check #29125		01/11/2021	01/15/2021	01/15/2021		01/15/2021	23.00
TD0054706 01/21	PD - January 2021 Service	Paid by Check #29125		01/01/2021	01/15/2021	01/15/2021		01/15/2021	23.00
		Vendor **403 - Visalia Times-Delta** Totals				Invoices	2		$46.00
Vendor **820 - Vulcan Materials Company**									
72809133	AGGREGATE & ASPHALT	Paid by Check #29126		12/28/2020	01/15/2021	01/15/2021		01/15/2021	631.89
		Vendor **820 - Vulcan Materials Company** Totals				Invoices	1		$631.89
Vendor **549 - Wal-Mart**									
2482 122420	VARIOUS SUPPLIES	Paid by Check #29127		12/24/2020	01/15/2021	01/15/2021		01/15/2021	247.73
		Vendor **549 - Wal-Mart** Totals				Invoices	1		$247.73
Vendor **1695 - Western Extrication Specialists, Inc.**									
1309	Hose	Paid by Check #29128		01/04/2021	01/15/2021	01/15/2021		01/15/2021	1,132.79
		Vendor **1695 - Western Extrication Specialists, Inc.** Totals				Invoices	1		$1,132.79
Vendor **347 - Zoll Data Systems**									
INV00076006	FireRMS Ent. 2/1/21 - 4/30/21	Paid by Check #29129		01/01/2021	01/15/2021	01/15/2021		01/15/2021	157.50
		Vendor **347 - Zoll Data Systems** Totals				Invoices	1		$157.50
Vendor **Jacqueline Brito**									
Refund fees	Fy 19/20-Sports-BB Season cancelled due to Covid-19	Paid by Check #29130		04/06/2020	04/24/2020	04/24/2020	04/08/2020	01/14/2021	46.00
		Vendor **Jacqueline Brito** Totals				Invoices	1		$46.00
		Grand Totals				Invoices	179		$678,015.26

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Report By Vendor - Invoice
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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 **1143 - AAA Quality Services, Inc.**									
00306867	Fy 20/21-Parks-Rental of portable potty/service @ Centennial prk	Paid by Check #29132		01/16/2021	01/22/2021	01/22/2021	01/19/2021	01/22/2021	254.13
00306868	Fy 20/21-Parks-Potty rental/services at Nebraska park	Paid by Check #29132		01/16/2021	01/22/2021	01/22/2021	01/19/2021	01/22/2021	276.13
		Vendor **1143 - AAA Quality Services, Inc.** Totals				Invoices	2		$530.26
Vendor **1284 - Adams Ashby Group, Inc.**									
3311	Adams Ashby General Admin Kern Street Project	Paid by Check #29133		12/03/2020	01/22/2021	01/22/2021		01/22/2021	4,500.00
		Vendor **1284 - Adams Ashby Group, Inc.** Totals				Invoices	1		$4,500.00
Vendor **206 - ADT Security Services, Inc.**									
818643350	Fy 20/21-CS-Security services @ rec center for period 2/1-4/30	Paid by Check #29134		01/04/2021	01/22/2021	01/22/2021	01/14/2021	01/22/2021	161.07
818643302	SECURITY SERVICES FOR WWTP	Paid by Check #29134		01/04/2021	01/22/2021	01/22/2021		01/22/2021	179.07
		Vendor **206 - ADT Security Services, Inc.** Totals				Invoices	2		$340.14
Vendor **351 - Anthem Blue Cross**									
101162733I	Roberts 102A78783	Paid by Check #29137		01/06/2021	01/22/2021	01/22/2021		01/22/2021	79.90
101163039I	Medders 975A79192	Paid by Check #29141		01/06/2021	01/22/2021	01/22/2021		01/22/2021	79.90
101165032I	Canales 530M82834	Paid by Check #29135		01/06/2021	01/22/2021	01/22/2021		01/22/2021	79.90
101165605I	Sano 060M86753	Paid by Check #29139		01/06/2021	01/22/2021	01/22/2021		01/22/2021	86.50
101166916I	Hartley 919M97599	Paid by Check #29140		01/06/2021	01/22/2021	01/22/2021		01/22/2021	79.90
101168817I	Harman 532W04713	Paid by Check #29136		01/06/2021	01/22/2021	01/22/2021		01/22/2021	79.90
101182612I	Tyler 299A24237	Paid by Check #29138		01/06/2021	01/22/2021	01/22/2021		01/22/2021	84.20
101182937I	Magyar 792A24403	Paid by Check #29142		01/06/2021	01/22/2021	01/22/2021		01/22/2021	84.20
		Vendor **351 - Anthem Blue Cross** Totals				Invoices	8		$654.40
Vendor **17 - AT&T**									
25012719611/21	Telephone	Paid by Check #29155		01/01/2021	01/22/2021	01/22/2021		01/22/2021	74.80
23845182141/21	Telephone	Paid by Check #29156		01/07/2021	01/22/2021	01/22/2021		01/22/2021	67.70
93910544761/21	Telephone	Paid by Check #29157		01/10/2021	01/22/2021	01/22/2021		01/22/2021	22.98
93910544611/21	Telephone	Paid by Check #29160		01/11/2021	01/22/2021	01/22/2021		01/22/2021	22.98
93910544671/21	Telephone	Paid by Check #29159		01/11/2021	01/22/2021	01/22/2021		01/22/2021	44.30
93910547561/21	Telephone	Paid by Check #29158		01/11/2021	01/22/2021	01/22/2021		01/22/2021	383.36
93910544701/21	1/10/2021	Paid by Check #29151		01/11/2021	01/22/2021	01/22/2021		01/22/2021	23.01
93910544711/21	1/10/2021	Paid by Check #29152		01/11/2021	01/22/2021	01/22/2021		01/22/2021	21.32
93910544791/21	1/10/2021	Paid by Check #29153		01/11/2021	01/22/2021	01/22/2021		01/22/2021	22.98
93910547421/21	1/10/2021	Paid by Check #29154		01/11/2021	01/22/2021	01/22/2021		01/22/2021	110.14
939105447512/20	Parks	Paid by Check #29143		12/10/2020	01/22/2021	01/22/2021		01/22/2021	21.25
939106901212/20	Parks	Paid by Check #29145		12/10/2020	01/22/2021	01/22/2021		01/22/2021	64.29
93910544751/21	Parks	Paid by Check #29144		01/10/2021	01/22/2021	01/22/2021		01/22/2021	21.37
93910690121/21	Parks	Paid by Check #29146		01/10/2021	01/22/2021	01/22/2021		01/22/2021	64.57



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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
93910544621/21	DSC Telephone 12/11/20 - 01/10/2021	Paid by Check #29148		01/11/2021	01/22/2021	01/22/2021		01/22/2021	74.22
93910544691/21	PD - 12/11/2020 - 01/10/2021 Billing Charges	Paid by Check #29149		01/11/2021	01/22/2021	01/22/2021		01/22/2021	21.32
93910547401/21	PD - 12/11/2020 - 01/10/2021 Billing Charges	Paid by Check #29150		01/11/2021	01/22/2021	01/22/2021		01/22/2021	265.98
559596064912/20	PW	Paid by Check #29147		12/26/2020	01/22/2021	01/22/2021		01/22/2021	689.17
			Vendor **17 - AT&T** Totals			Invoices	18		$2,015.74
Vendor **289 - AT&T Mobility LLC**									
2872932128681220	PW	Paid by Check #29161		12/16/2020	01/22/2021	01/22/2021		01/22/2021	284.86
			Vendor **289 - AT&T Mobility LLC** Totals			Invoices	1		$284.86
Vendor **596 - Michael Banks**									
Reimb 2020 CPR	Reimbursement	Paid by Check #29162		01/16/2021	01/22/2021	01/22/2021		01/22/2021	31.00
			Vendor **596 - Michael Banks** Totals			Invoices	1		$31.00
Vendor **1675 - Best Western Americana**									
Conf#87371 1/18	1/5 - 1/18/2021	Paid by Check #29163		01/19/2021	01/22/2021	01/22/2021		01/22/2021	1,120.00
			Vendor **1675 - Best Western Americana** Totals			Invoices	1		$1,120.00
Vendor **1679 - Bill Nelson General Engineering Construction, Inc.**									
2223-5	Bill Nelson Gen Eng - Kern Street Project	Paid by Check #29164		01/13/2021	01/22/2021	01/22/2021		01/22/2021	429,345.31
			Vendor **1679 - Bill Nelson General Engineering Construction, Inc.** Totals			Invoices	1		$429,345.31
Vendor **116 - BSK Analytical Laboratories**									
AE00190	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #29165		01/05/2021	01/22/2021	01/22/2021		01/22/2021	13.00
AE00191	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #29165		01/05/2021	01/22/2021	01/22/2021		01/22/2021	144.00
AE00502	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #29165		01/08/2021	01/22/2021	01/22/2021		01/22/2021	13.00
AE00722	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #29165		01/12/2021	01/22/2021	01/22/2021		01/22/2021	144.00
AE01012	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #29165		01/15/2021	01/22/2021	01/22/2021		01/22/2021	13.00
			Vendor **116 - BSK Analytical Laboratories** Totals			Invoices	5		$327.00
Vendor **1 - C&S Laundry Cleaners**									
033593	Patches	Paid by Check #29166		12/22/2020	01/22/2021	01/22/2021		01/22/2021	20.90
			Vendor **1 - C&S Laundry Cleaners** Totals			Invoices	1		$20.90
Vendor **80 - California Business Machines**									
265353	PD - Copiers Maintenance Charges	Paid by Check #29167		01/11/2021	01/22/2021	01/22/2021		01/22/2021	381.54



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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 **80 - California Business Machines** Totals				Invoices	1		$381.54
Vendor **381 - Cen Cal Distributing Inc.**									
250305	Contractual	Paid by Check #29168		12/01/2020	01/22/2021	01/22/2021		01/22/2021	3.00
250306	Contractual	Paid by Check #29168		12/15/2020	01/22/2021	01/22/2021		01/22/2021	42.50
		Vendor **381 - Cen Cal Distributing Inc.** Totals				Invoices	2		$45.50
Vendor **1620 - Central Valley Forensic Nursing Specialists**									
1164	PD - Medical Exam	Paid by Check #29169		12/31/2020	01/22/2021	01/22/2021		01/22/2021	1,200.00
		Vendor **1620 - Central Valley Forensic Nursing Specialists** Totals				Invoices	1		$1,200.00
Vendor **44 - Central Valley Lock & Safe**									
57643	WORK ON FRONT DOOR AT PD	Paid by Check #29170		01/11/2021	01/22/2021	01/22/2021		01/22/2021	187.93
		Vendor **44 - Central Valley Lock & Safe** Totals				Invoices	1		$187.93
Vendor **333 - Cintas Corporation No. 2**									
4068938699	Contractual	Paid by Check #29171		12/02/2020	01/22/2021	01/22/2021		01/22/2021	381.56
4068938711	Contractual	Paid by Check #29171		12/02/2020	01/22/2021	01/22/2021		01/22/2021	87.93
4068938719	Contractual	Paid by Check #29171		12/02/2020	01/22/2021	01/22/2021		01/22/2021	23.56
4068938830	Contractual	Paid by Check #29171		12/02/2020	01/22/2021	01/22/2021		01/22/2021	120.88
4069164752	Contractual	Paid by Check #29171		12/03/2020	01/22/2021	01/22/2021		01/22/2021	308.49
4069686598	Contractual	Paid by Check #29171		12/09/2020	01/22/2021	01/22/2021		01/22/2021	423.46
4069686617	Contractual	Paid by Check #29171		12/09/2020	01/22/2021	01/22/2021		01/22/2021	150.32
4070346226	Contractual	Paid by Check #29171		12/15/2020	01/22/2021	01/22/2021		01/22/2021	423.46
4070346257	Contractual	Paid by Check #29171		12/16/2020	01/22/2021	01/22/2021		01/22/2021	335.53
4070346295	Contractual	Paid by Check #29171		12/16/2020	01/22/2021	01/22/2021		01/22/2021	23.56
4070346297	Contractual	Paid by Check #29171		12/16/2020	01/22/2021	01/22/2021		01/22/2021	88.42
4070495144	Contractual	Paid by Check #29171		12/17/2020	01/22/2021	01/22/2021		01/22/2021	142.56
4070927748	Contractual	Paid by Check #29171		12/22/2020	01/22/2021	01/22/2021		01/22/2021	172.23
4070927806	Contractual	Paid by Check #29171		12/22/2020	01/22/2021	01/22/2021		01/22/2021	445.38
4071539761	Contractual	Paid by Check #29171		12/29/2020	01/22/2021	01/22/2021		01/22/2021	169.63
4071539809	Contractual	Paid by Check #29171		12/29/2020	01/22/2021	01/22/2021		01/22/2021	87.93
4071539833	Contractual	Paid by Check #29171		12/29/2020	01/22/2021	01/22/2021		01/22/2021	23.56
4071539859	Contractual	Paid by Check #29171		12/29/2020	01/22/2021	01/22/2021		01/22/2021	423.46
4069164767	Parks	Paid by Check #29171		12/03/2020	01/22/2021	01/22/2021		01/22/2021	106.76
4069822872	Parks	Paid by Check #29171		12/10/2020	01/22/2021	01/22/2021		01/22/2021	87.51
4070495160	Parks	Paid by Check #29171		12/17/2020	01/22/2021	01/22/2021		01/22/2021	63.12
4071099281	Parks	Paid by Check #29171		12/23/2020	01/22/2021	01/22/2021		01/22/2021	87.51
4071690890	Parks	Paid by Check #29171		12/30/2020	01/22/2021	01/22/2021		01/22/2021	87.51
4072311182	PD - Janitorial Supplies	Paid by Check #29171		01/06/2021	01/22/2021	01/22/2021		01/22/2021	46.58
4069164765	PW	Paid by Check #29171		12/03/2020	01/22/2021	01/22/2021		01/22/2021	59.63
4069164790	PW	Paid by Check #29171		12/03/2020	01/22/2021	01/22/2021		01/22/2021	368.99
4069822700	PW	Paid by Check #29171		12/10/2020	01/22/2021	01/22/2021		01/22/2021	139.43



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4069822817	PW	Paid by Check #29171		12/10/2020	01/22/2021	01/22/2021		01/22/2021	59.63
4069822912	PW	Paid by Check #29171		12/10/2020	01/22/2021	01/22/2021		01/22/2021	368.99
4070495061	PW	Paid by Check #29171		12/17/2020	01/22/2021	01/22/2021		01/22/2021	66.58
4070495121	PW	Paid by Check #29171		12/17/2020	01/22/2021	01/22/2021		01/22/2021	488.37
4071099314	PW	Paid by Check #29171		12/23/2020	01/22/2021	01/22/2021		01/22/2021	222.36
4071099358	PW	Paid by Check #29171		12/23/2020	01/22/2021	01/22/2021		01/22/2021	863.25
4071099403	PW	Paid by Check #29171		12/23/2020	01/22/2021	01/22/2021		01/22/2021	66.25
4071690914	PW	Paid by Check #29171		12/30/2020	01/22/2021	01/22/2021		01/22/2021	144.25
4071690966	PW	Paid by Check #29171		12/30/2020	01/22/2021	01/22/2021		01/22/2021	66.25
4071691087	PW	Paid by Check #29171		12/30/2020	01/22/2021	01/22/2021		01/22/2021	401.38
		Vendor **333 - Cintas Corporation No. 2** Totals				Invoices	37		$7,626.27
Vendor **369 - City of Kingsburg**									
Plans Exam 1A	4/26 - 4/29 2 personnel	Paid by Check #29172		01/19/2021	01/22/2021	01/22/2021		01/22/2021	700.00
Plans Exam 1B	5/10 - 5/13 2 Personnel	Paid by Check #29172		01/19/2021	01/22/2021	01/22/2021		01/22/2021	700.00
Plans Exam 1C	6/7 - 6/10 2 Personnel	Paid by Check #29172		01/19/2021	01/22/2021	01/22/2021		01/22/2021	700.00
		Vendor **369 - City of Kingsburg** Totals				Invoices	3		$2,100.00
Vendor **931 - CLEARS, Inc.**									
2021LCASAS	PD - CLEARS Membership Dues	Paid by Check #29173		01/14/2021	01/22/2021	01/22/2021		01/22/2021	50.00
		Vendor **931 - CLEARS, Inc.** Totals				Invoices	1		$50.00
Vendor **1238 - Coleman & Horowitt, LLP**									
428872	SGI/Dokken	Paid by Check #29174		12/31/2020	01/22/2021	01/22/2021		01/22/2021	7,003.20
		Vendor **1238 - Coleman & Horowitt, LLP** Totals				Invoices	1		$7,003.20
Vendor **1647 - Conservation Technix Inc.**									
943	Fy 20/21-City of Dinuba Parks Master Plan wrk for Nov. 2020	Paid by Check #29175		12/01/2020	01/22/2021	01/22/2021	01/19/2021	01/22/2021	6,500.00
		Vendor **1647 - Conservation Technix Inc.** Totals				Invoices	1		$6,500.00
Vendor **1386 - Crewsense LLC**									
0019259	1/15/2021 - 1/14/2022	Paid by Check #29176		01/15/2021	01/22/2021	01/22/2021		01/22/2021	901.68
		Vendor **1386 - Crewsense LLC** Totals				Invoices	1		$901.68
Vendor **3 - Culligan Water**									
168488	PORTABLE EXCHANGE TANK, 1 HIC SERVICE, DI RENTAL - WWTP	Paid by Check #29177		12/31/2020	01/22/2021	01/22/2021		01/22/2021	74.00
168932	PORTABLE EXCHANGE TANK - PW	Paid by Check #29177		12/31/2020	01/22/2021	01/22/2021		01/22/2021	77.00
		Vendor **3 - Culligan Water** Totals				Invoices	2		$151.00
Vendor **77 - Department of Justice**									
488210	PD - Fingerprints Service / December 2020	Paid by Check #29178		01/10/2021	01/22/2021	01/22/2021		01/22/2021	81.00

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		Vendor **77 - Department of Justice** Totals				Invoices	1		$81.00
Vendor **85 - Dinuba Lions Club**									
December 2020	Dues & Subscriptions	Paid by Check #29179		12/31/2020	01/22/2021	01/22/2021		01/22/2021	94.00
January 2021	Dues & Subscriptions	Paid by Check #29179		01/19/2021	01/22/2021	01/22/2021		01/22/2021	94.00
		Vendor **85 - Dinuba Lions Club** Totals				Invoices	2		$188.00
Vendor **4 - Dinuba Lumber Company**									
200375	Maintenance	Paid by Check #29180		12/01/2020	01/22/2021	01/22/2021		01/22/2021	54.43
200376	Maintenance	Paid by Check #29180		12/01/2020	01/22/2021	01/22/2021		01/22/2021	327.97
200467	Maintenance	Paid by Check #29180		12/01/2020	01/22/2021	01/22/2021		01/22/2021	122.61
200472	Maintenance	Paid by Check #29180		12/01/2020	01/22/2021	01/22/2021		01/22/2021	34.31
200489	Maintenance	Paid by Check #29180		12/01/2020	01/22/2021	01/22/2021		01/22/2021	36.94
200589	Maintenance	Paid by Check #29180		12/01/2020	01/22/2021	01/22/2021		01/22/2021	27.33
200790	Maintenance	Paid by Check #29180		12/02/2020	01/22/2021	01/22/2021		01/22/2021	63.81
200794	Maintenance	Paid by Check #29180		12/02/2020	01/22/2021	01/22/2021		01/22/2021	176.31
200796	Maintenance	Paid by Check #29180		12/02/2020	01/22/2021	01/22/2021		01/22/2021	(60.52)
200856	Maintenance	Paid by Check #29180		12/02/2020	01/22/2021	01/22/2021		01/22/2021	28.31
200857	Maintenance	Paid by Check #29180		12/02/2020	01/22/2021	01/22/2021		01/22/2021	162.22
200888	Maintenance	Paid by Check #29180		12/02/2020	01/22/2021	01/22/2021		01/22/2021	9.27
200905	Maintenance	Paid by Check #29180		12/02/2020	01/22/2021	01/22/2021		01/22/2021	40.98
200934	Maintenance	Paid by Check #29180		12/02/2020	01/22/2021	01/22/2021		01/22/2021	29.66
200950	Maintenance	Paid by Check #29180		12/02/2020	01/22/2021	01/22/2021		01/22/2021	54.34
201027	Maintenance	Paid by Check #29180		12/02/2020	01/22/2021	01/22/2021		01/22/2021	7.22
201077	Maintenance	Paid by Check #29180		12/02/2020	01/22/2021	01/22/2021		01/22/2021	140.00
201080	Maintenance	Paid by Check #29180		12/02/2020	01/22/2021	01/22/2021		01/22/2021	20.50
201113	Maintenance	Paid by Check #29180		12/02/2020	01/22/2021	01/22/2021		01/22/2021	68.39
201450	Maintenance	Paid by Check #29180		12/03/2020	01/22/2021	01/22/2021		01/22/2021	29.69
201487	Maintenance	Paid by Check #29180		12/03/2020	01/22/2021	01/22/2021		01/22/2021	3.24
201505	Maintenance	Paid by Check #29180		12/03/2020	01/22/2021	01/22/2021		01/22/2021	23.89
201689	Maintenance	Paid by Check #29180		12/04/2020	01/22/2021	01/22/2021		01/22/2021	10.24
201699	Maintenance	Paid by Check #29180		12/04/2020	01/22/2021	01/22/2021		01/22/2021	12.87
201739	Maintenance	Paid by Check #29180		12/04/2020	01/22/2021	01/22/2021		01/22/2021	21.11
201755	Maintenance	Paid by Check #29180		12/04/2020	01/22/2021	01/22/2021		01/22/2021	14.15
201854	Maintenance	Paid by Check #29180		12/04/2020	01/22/2021	01/22/2021		01/22/2021	6.62
201974	Maintenance	Paid by Check #29180		12/04/2020	01/22/2021	01/22/2021		01/22/2021	(6.43)
202566	Maintenance	Paid by Check #29180		12/05/2020	01/22/2021	01/22/2021		01/22/2021	17.95
203076	Maintenance	Paid by Check #29180		12/07/2020	01/22/2021	01/22/2021		01/22/2021	63.37
203377	Maintenance	Paid by Check #29180		12/07/2020	01/22/2021	01/22/2021		01/22/2021	3.24
203573	Maintenance	Paid by Check #29180		12/08/2020	01/22/2021	01/22/2021		01/22/2021	131.29
203580	Maintenance	Paid by Check #29180		12/08/2020	01/22/2021	01/22/2021		01/22/2021	6.82
203636	Maintenance	Paid by Check #29180		12/08/2020	01/22/2021	01/22/2021		01/22/2021	18.62



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203708	Maintenance	Paid by Check #29180		12/08/2020	01/22/2021	01/22/2021		01/22/2021	14.34
203755	Maintenance	Paid by Check #29180		12/08/2020	01/22/2021	01/22/2021		01/22/2021	21.82
203891	Maintenance	Paid by Check #29180		12/08/2020	01/22/2021	01/22/2021		01/22/2021	70.96
204044	Maintenance	Paid by Check #29180		12/09/2020	01/22/2021	01/22/2021		01/22/2021	71.16
204052	Maintenance	Paid by Check #29180		12/09/2020	01/22/2021	01/22/2021		01/22/2021	279.02
204071	Maintenance	Paid by Check #29180		12/09/2020	01/22/2021	01/22/2021		01/22/2021	324.42
204103	Maintenance	Paid by Check #29180		12/09/2020	01/22/2021	01/22/2021		01/22/2021	177.50
204147	Maintenance	Paid by Check #29180		12/09/2020	01/22/2021	01/22/2021		01/22/2021	11.12
204153	Maintenance	Paid by Check #29180		12/09/2020	01/22/2021	01/22/2021		01/22/2021	13.36
204201	Maintenance	Paid by Check #29180		12/09/2020	01/22/2021	01/22/2021		01/22/2021	106.42
204336	Maintenance	Paid by Check #29180		12/09/2020	01/22/2021	01/22/2021		01/22/2021	14.40
204508	Maintenance	Paid by Check #29180		12/10/2020	01/22/2021	01/22/2021		01/22/2021	22.99
204510	Maintenance	Paid by Check #29180		12/10/2020	01/22/2021	01/22/2021		01/22/2021	3.14
204667	Maintenance	Paid by Check #29180		12/10/2020	01/22/2021	01/22/2021		01/22/2021	(14.34)
204674	Maintenance	Paid by Check #29180		12/10/2020	01/22/2021	01/22/2021		01/22/2021	17.47
204754	Maintenance	Paid by Check #29180		12/10/2020	01/22/2021	01/22/2021		01/22/2021	24.38
204763	Maintenance	Paid by Check #29180		12/10/2020	01/22/2021	01/22/2021		01/22/2021	157.33
204841	Maintenance	Paid by Check #29180		12/10/2020	01/22/2021	01/22/2021		01/22/2021	37.31
204998	Maintenance	Paid by Check #29180		12/11/2020	01/22/2021	01/22/2021		01/22/2021	29.28
205001	Maintenance	Paid by Check #29180		12/11/2020	01/22/2021	01/22/2021		01/22/2021	7.41
205002	Maintenance	Paid by Check #29180		12/11/2020	01/22/2021	01/22/2021		01/22/2021	27.33
205048	Maintenance	Paid by Check #29180		12/11/2020	01/22/2021	01/22/2021		01/22/2021	17.75
206190	Maintenance	Paid by Check #29180		12/14/2020	01/22/2021	01/22/2021		01/22/2021	27.13
206328	Maintenance	Paid by Check #29180		12/14/2020	01/22/2021	01/22/2021		01/22/2021	43.16
206557	Maintenance	Paid by Check #29180		12/15/2020	01/22/2021	01/22/2021		01/22/2021	17.27
206563	Maintenance	Paid by Check #29180		12/15/2020	01/22/2021	01/22/2021		01/22/2021	14.80
206654	Maintenance	Paid by Check #29180		12/15/2020	01/22/2021	01/22/2021		01/22/2021	11.98
206695	Maintenance	Paid by Check #29180		12/15/2020	01/22/2021	01/22/2021		01/22/2021	157.33
207107	Maintenance	Paid by Check #29180		12/16/2020	01/22/2021	01/22/2021		01/22/2021	39.04
207115	Maintenance	Paid by Check #29180		12/16/2020	01/22/2021	01/22/2021		01/22/2021	40.01
207400	Maintenance	Paid by Check #29180		12/17/2020	01/22/2021	01/22/2021		01/22/2021	65.40
207452	Maintenance	Paid by Check #29180		12/17/2020	01/22/2021	01/22/2021		01/22/2021	11.58
207468	Maintenance	Paid by Check #29180		12/17/2020	01/22/2021	01/22/2021		01/22/2021	25.38
207515	Maintenance	Paid by Check #29180		12/17/2020	01/22/2021	01/22/2021		01/22/2021	23.71
207587	Maintenance	Paid by Check #29180		12/17/2020	01/22/2021	01/22/2021		01/22/2021	23.88
207633	Maintenance	Paid by Check #29180		12/17/2020	01/22/2021	01/22/2021		01/22/2021	11.50
207643	Maintenance	Paid by Check #29180		12/17/2020	01/22/2021	01/22/2021		01/22/2021	(22.33)
207644	Maintenance	Paid by Check #29180		12/17/2020	01/22/2021	01/22/2021		01/22/2021	18.35
207697	Maintenance	Paid by Check #29180		12/17/2020	01/22/2021	01/22/2021		01/22/2021	14.97
207702	Maintenance	Paid by Check #29180		12/17/2020	01/22/2021	01/22/2021		01/22/2021	17.47
208017	Maintenance	Paid by Check #29180		12/18/2020	01/22/2021	01/22/2021		01/22/2021	8.96
208026	Maintenance	Paid by Check #29180		12/18/2020	01/22/2021	01/22/2021		01/22/2021	15.79



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208033	Maintenance	Paid by Check #29180		12/18/2020	01/22/2021	01/22/2021		01/22/2021	4.12
208073	Maintenance	Paid by Check #29180		12/18/2020	01/22/2021	01/22/2021		01/22/2021	13.24
208872	Maintenance	Paid by Check #29180		12/20/2020	01/22/2021	01/22/2021		01/22/2021	13.37
209029	Maintenance	Paid by Check #29180		12/21/2020	01/22/2021	01/22/2021		01/22/2021	324.42
209073	Maintenance	Paid by Check #29180		12/21/2020	01/22/2021	01/22/2021		01/22/2021	15.12
209581	Maintenance	Paid by Check #29180		12/22/2020	01/22/2021	01/22/2021		01/22/2021	12.69
209652	Maintenance	Paid by Check #29180		12/22/2020	01/22/2021	01/22/2021		01/22/2021	8.29
209683	Maintenance	Paid by Check #29180		12/22/2020	01/22/2021	01/22/2021		01/22/2021	5.36
209715	Maintenance	Paid by Check #29180		12/22/2020	01/22/2021	01/22/2021		01/22/2021	324.42
209845	Maintenance	Paid by Check #29180		12/23/2020	01/22/2021	01/22/2021		01/22/2021	195.30
209868	Maintenance	Paid by Check #29180		12/23/2020	01/22/2021	01/22/2021		01/22/2021	3.88
210049	Maintenance	Paid by Check #29180		12/23/2020	01/22/2021	01/22/2021		01/22/2021	1.94
210091	Maintenance	Paid by Check #29180		12/23/2020	01/22/2021	01/22/2021		01/22/2021	12.87
211254	Maintenance	Paid by Check #29180		12/28/2020	01/22/2021	01/22/2021		01/22/2021	9.27
211494	Maintenance	Paid by Check #29180		12/28/2020	01/22/2021	01/22/2021		01/22/2021	.24
211506	Maintenance	Paid by Check #29180		12/28/2020	01/22/2021	01/22/2021		01/22/2021	35.41
211746	Maintenance	Paid by Check #29180		12/29/2020	01/22/2021	01/22/2021		01/22/2021	13.65
212236	Maintenance	Paid by Check #29180		12/30/2020	01/22/2021	01/22/2021		01/22/2021	38.91
212311	Maintenance	Paid by Check #29180		12/30/2020	01/22/2021	01/22/2021		01/22/2021	20.09
212482	Maintenance	Paid by Check #29180		12/30/2020	01/22/2021	01/22/2021		01/22/2021	84.94
212699	Maintenance	Paid by Check #29180		12/31/2020	01/22/2021	01/22/2021		01/22/2021	167.57
212744	Maintenance	Paid by Check #29180		12/31/2020	01/22/2021	01/22/2021		01/22/2021	26.82
212766	Maintenance	Paid by Check #29180		12/31/2020	01/22/2021	01/22/2021		01/22/2021	11.28
212919	Maintenance	Paid by Check #29180		12/31/2020	01/22/2021	01/22/2021		01/22/2021	11.45
		Vendor **4 - Dinuba Lumber Company** Totals				Invoices	100		$5,055.35
Vendor **200 - Dinuba Unified School District**									
1661	DSC Senior Lunches - Dec. 2020	Paid by Check #29181		01/14/2021	01/22/2021	01/22/2021		01/22/2021	3,300.00
		Vendor **200 - Dinuba Unified School District** Totals				Invoices	1		$3,300.00
Vendor **1506 - Enterprise FM Trust**									
FBN4122584	FLEET LEASE PAYMENT	Paid by Check #29182		01/06/2021	01/22/2021	01/22/2021		01/22/2021	6,848.84
		Vendor **1506 - Enterprise FM Trust** Totals				Invoices	1		$6,848.84
Vendor **235 - FERGUSON ENTERPRISES, LLC**									
1581778	RMA UPGRADE	Paid by Check #29183		11/13/2020	01/22/2021	01/22/2021		01/22/2021	1,325.57
		Vendor **235 - FERGUSON ENTERPRISES, LLC** Totals				Invoices	1		$1,325.57
Vendor **1518 - Formation Environmental, LLC**									
6108	REMEDIATION REVIEW, GAS N SAVE - JULY 2020	Paid by Check #29184		12/27/2020	01/22/2021	01/22/2021		01/22/2021	1,205.00
6119	Formation Environmental Wellfield Project	Paid by Check #29184		12/27/2020	01/22/2021	01/22/2021		01/22/2021	74,268.50



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		Vendor **1518 - Formation Environmental, LLC** Totals				Invoices	2		$75,473.50
Vendor **171 - Fruit Growers Supply Co.**									
92197023	Fy 20/21-Parks-Trimmer blade p/n & freight	Paid by Check #29185		12/30/2020	01/22/2021	01/22/2021	01/19/2021	01/22/2021	134.65
92198527	Fy 20/21-Parks-Clutch Drum & Spur Gear p/n's & freight	Paid by Check #29185		01/08/2021	01/22/2021	01/22/2021	01/19/2021	01/22/2021	88.22
		Vendor **171 - Fruit Growers Supply Co.** Totals				Invoices	2		$222.87
Vendor **18 - The Gas Company**									
099015580081/21	405 E El Monte	Paid by Check #29192		01/07/2021	01/22/2021	01/22/2021		01/22/2021	543.44
048615840451/21	Parks	Paid by Check #29187		01/07/2021	01/22/2021	01/22/2021		01/22/2021	52.53
162015670011/21	Parks	Paid by Check #29188		01/07/2021	01/22/2021	01/22/2021		01/22/2021	385.52
086574247121/21	PW	Paid by Check #29189		01/07/2021	01/22/2021	01/22/2021		01/22/2021	4,860.60
164115670071/21	PW	Paid by Check #29191		01/07/2021	01/22/2021	01/22/2021		01/22/2021	49.31
168351381871/21	Transit 12/03/20 - 01/05/21	Paid by Check #29186		01/07/2021	01/22/2021	01/22/2021		01/22/2021	275.61
128552035971/21	PW	Paid by Check #29190		01/08/2021	01/22/2021	01/22/2021		01/22/2021	417.02
		Vendor **18 - The Gas Company** Totals				Invoices	7		$6,584.03
Vendor **139 - Henry Schein Inc.**									
88239016	Supplies	Paid by Check #29193		01/06/2021	01/22/2021	01/22/2021		01/22/2021	1,105.45
88295544	Supplies	Paid by Check #29193		01/07/2021	01/22/2021	01/22/2021		01/22/2021	337.36
		Vendor **139 - Henry Schein Inc.** Totals				Invoices	2		$1,442.81
Vendor **174 - Howard's Pest Control**									
93349	January 2021	Paid by Check #29194		01/05/2021	01/22/2021	01/22/2021		01/22/2021	83.00
93316	Customer No. KA1088	Paid by Check #29194		01/04/2021	01/22/2021	01/22/2021		01/22/2021	125.00
93356	PEST CONTROL SERVICES - TRANSIT	Paid by Check #29194		01/05/2021	01/22/2021	01/22/2021		01/22/2021	65.00
93363	PEST CONTROL SERVICE - WWTP	Paid by Check #29194		01/05/2021	01/22/2021	01/22/2021		01/22/2021	45.00
		Vendor **174 - Howard's Pest Control** Totals				Invoices	4		$318.00
Vendor **133 - J & D Lighting & Alarm**									
101820	Fy 20/21-Parks-Annual monitoring fee for 2/1/21-1/31/22	Paid by Check #29195		01/15/2021	01/22/2021	01/22/2021	01/19/2021	01/22/2021	336.00
		Vendor **133 - J & D Lighting & Alarm** Totals				Invoices	1		$336.00
Vendor **440 - Johnson Controls Security Solutions**									
35374864	SECURITY SERVICES FOR WATER TOWER ON SIERRA	Paid by Check #29196		01/09/2021	01/22/2021	01/22/2021		01/22/2021	66.43
		Vendor **440 - Johnson Controls Security Solutions** Totals				Invoices	1		$66.43
Vendor **1676 - Johnson Drilling**									
10051	Johnson Drilling Test Well	Paid by Check #29197		01/05/2021	01/22/2021	01/22/2021		01/22/2021	14,250.00
		Vendor **1676 - Johnson Drilling** Totals				Invoices	1		$14,250.00



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Vendor **1403 - Kings Industrial Occupational Medical Center, Inc.**									
100688	PD - Medical / J. Aguilar	Paid by Check #29198		01/06/2021	01/22/2021	01/22/2021		01/22/2021	100.00
101371	SCREENING FOR SALVDOR NUNEZ	Paid by Check #29198		01/06/2021	01/22/2021	01/22/2021		01/22/2021	418.00
	Vendor **1403 - Kings Industrial Occupational Medical Center, Inc.** Totals					Invoices	2		$518.00
Vendor **110 - Leadership Northern Tulare County**									
Tuition 2021	Leadership Northern Tulare County Tuition LMontejano	Paid by Check #29199		01/19/2021	01/22/2021	01/22/2021		01/22/2021	850.00
	Vendor **110 - Leadership Northern Tulare County** Totals					Invoices	1		$850.00
Vendor **857 - Lynn Peavey Company**									
376064	PD - Supplies	Paid by Check #29200		01/08/2021	01/22/2021	01/22/2021		01/22/2021	33.74
376111	PD - Supplies	Paid by Check #29200		01/11/2021	01/22/2021	01/22/2021		01/22/2021	32.50
	Vendor **857 - Lynn Peavey Company** Totals					Invoices	2		$66.24
Vendor **609 - Tim Miller**									
Medic 2021	Reimbursement - State & County	Paid by Check #29201		01/02/2021	01/22/2021	01/22/2021		01/22/2021	273.00
	Vendor **609 - Tim Miller** Totals					Invoices	1		$273.00
Vendor **22 - Moore Twining Associates Inc.**									
0136434	WATER SAMPLE TESTING WWTP - IN HOUSE	Paid by Check #29202		12/30/2020	01/22/2021	01/22/2021		01/22/2021	70.00
0136435	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #29202		12/30/2020	01/22/2021	01/22/2021		01/22/2021	88.00
0136520	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #29202		12/31/2020	01/22/2021	01/22/2021		01/22/2021	88.00
	Vendor **22 - Moore Twining Associates Inc.** Totals					Invoices	3		$246.00
Vendor **392 - O'Reilly Auto Parts**									
3641-358893	Supplies	Paid by Check #29203		01/15/2021	01/22/2021	01/22/2021		01/22/2021	56.38
	Vendor **392 - O'Reilly Auto Parts** Totals					Invoices	1		$56.38
Vendor **142 - Office Depot BSD**									
145779504001	Linda	Paid by Check #29204		01/07/2021	01/22/2021	01/22/2021		01/22/2021	290.06
145779505001	Linda	Paid by Check #29204		01/07/2021	01/22/2021	01/22/2021		01/22/2021	77.77
146616644001	Fy 20/21-Office Supplies	Paid by Check #29204		12/29/2020	01/22/2021	01/22/2021	01/14/2021	01/22/2021	310.69
145760964001	PD - Supplies	Paid by Check #29204		12/30/2020	01/22/2021	01/22/2021		01/22/2021	97.62
145767150001	PD - Supplies	Paid by Check #29204		12/30/2020	01/22/2021	01/22/2021		01/22/2021	43.14
144587563001	PD - Supplies	Paid by Check #29204		01/04/2021	01/22/2021	01/22/2021		01/22/2021	81.27
145986187001	Office Supplies - Office Depot	Paid by Check #29204		12/29/2020	01/22/2021	01/22/2021		01/22/2021	320.99
145986861001	Office Supplies - Office Depot	Paid by Check #29204		12/29/2020	01/22/2021	01/22/2021		01/22/2021	31.23
	Vendor **142 - Office Depot BSD** Totals					Invoices	8		$1,252.77
Vendor **76 - Pacific Gas & Electric**									



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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
250971736421/21	Utilities	Paid by Check #29261		01/08/2021	01/22/2021	01/22/2021		01/22/2021	54.99
2337501511412.20	250 Saginaw	Paid by Check #29260		12/30/2020	01/22/2021	01/22/2021		01/22/2021	26.59
900149822931/21	405 E El Monte	Paid by Check #29258		01/07/2021	01/22/2021	01/22/2021		01/22/2021	1,001.29
962476921951/21	225 S L	Paid by Check #29259		01/08/2021	01/22/2021	01/22/2021		01/22/2021	165.55
354744710711/21	January 2021	Paid by Check #29257		01/11/2021	01/22/2021	01/22/2021		01/22/2021	461.96
575149843761/21	Parks	Paid by Check #29208		01/07/2021	01/22/2021	01/22/2021		01/22/2021	59.59
284878382871/21	Parks	Paid by Check #29206		01/08/2021	01/22/2021	01/22/2021		01/22/2021	10.29
602118118761/21	Parks	Paid by Check #29209		01/08/2021	01/22/2021	01/22/2021		01/22/2021	794.25
860727324971/21	Parks	Paid by Check #29212		01/08/2021	01/22/2021	01/22/2021		01/22/2021	26.64
169314496941/21	Parks	Paid by Check #29205		01/09/2021	01/22/2021	01/22/2021		01/22/2021	45.50
339630846041/21	Parks	Paid by Check #29207		01/09/2021	01/22/2021	01/22/2021		01/22/2021	10.60
774843071191/21	Parks	Paid by Check #29211		01/09/2021	01/22/2021	01/22/2021		01/22/2021	19.44
945914183251/21	Parks	Paid by Check #29213		01/09/2021	01/22/2021	01/22/2021		01/22/2021	10.20
731427487111/21	Parks	Paid by Check #29210		01/11/2021	01/22/2021	01/22/2021		01/22/2021	2,029.92
68703760771/21	PD - 12/08/2020 - 01/07/2021 Billing Charges	Paid by Check #29256		01/08/2021	01/22/2021	01/22/2021		01/22/2021	24.46
5949665550312/20	6675 Ave 412	Paid by Check #29238		12/21/2020	01/22/2021	01/22/2021		01/22/2021	30.67
6407995725012/20	PW	Paid by Check #29244		12/23/2020	01/22/2021	01/22/2021		01/22/2021	544.46
0375636985012/20	PW	Paid by Check #29214		12/24/2020	01/22/2021	01/22/2021		01/22/2021	79.11
0418167531712/20	PW	Paid by Check #29215		12/28/2020	01/22/2021	01/22/2021		01/22/2021	268.44
0584832101312/20	Crawford/Gerald	Paid by Check #29217		12/28/2020	01/22/2021	01/22/2021		01/22/2021	91.34
3230483783712/20	Hayes/Gerald	Paid by Check #29225		12/28/2020	01/22/2021	01/22/2021		01/22/2021	10.84
4592247189612/20	111 Hayes	Paid by Check #29228		12/28/2020	01/22/2021	01/22/2021		01/22/2021	32.38
5883091940112/20	188 N L	Paid by Check #29237		12/28/2020	01/22/2021	01/22/2021		01/22/2021	30.81
8376497226712/20	Newton/Davis	Paid by Check #29247		12/28/2020	01/22/2021	01/22/2021		01/22/2021	124.54
8968787345812/20	651 Saginaw	Paid by Check #29251		12/28/2020	01/22/2021	01/22/2021		01/22/2021	207.16
9492174922512/20	1315 Euclid	Paid by Check #29254		12/28/2020	01/22/2021	01/22/2021		01/22/2021	10.84
4751971656812/20	Hayes/Edwards	Paid by Check #29229		12/29/2020	01/22/2021	01/22/2021		01/22/2021	30.64
4772157652912/20	Alta/El Monte	Paid by Check #29230		12/29/2020	01/22/2021	01/22/2021		01/22/2021	147.12
4895917202312/20	1286 Euclid	Paid by Check #29231		12/29/2020	01/22/2021	01/22/2021		01/22/2021	9.53
4939694448712/20	110 S College	Paid by Check #29232		12/29/2020	01/22/2021	01/22/2021		01/22/2021	10.61
5355488862712/20	912 N Alta	Paid by Check #29235		12/29/2020	01/22/2021	01/22/2021		01/22/2021	60.35
5657667089912/20	Alta/El Monte	Paid by Check #29236		12/29/2020	01/22/2021	01/22/2021		01/22/2021	78.41
6657667025212/20	Alta/RD 80	Paid by Check #29241		12/29/2020	01/22/2021	01/22/2021		01/22/2021	60.74
8647150103012/20	El Monte/Perry	Paid by Check #29249		12/29/2020	01/22/2021	01/22/2021		01/22/2021	57.96
1686600158512.20	2255 El Monte	Paid by Check #29220		12/30/2020	01/22/2021	01/22/2021		01/22/2021	49.83
2125236871312.20	1215 El Monte	Paid by Check #29223		12/30/2020	01/22/2021	01/22/2021		01/22/2021	39.18
5064695483912.20	Crawford/El Monte	Paid by Check #29233		12/30/2020	01/22/2021	01/22/2021		01/22/2021	89.54
8397932225812.20	3481 El Monte	Paid by Check #29248		12/30/2020	01/22/2021	01/22/2021		01/22/2021	30.33
8981923387812.20	150 Saginaw	Paid by Check #29252		12/30/2020	01/22/2021	01/22/2021		01/22/2021	50.23
9237058126312.20	2813 El Monte	Paid by Check #29253		12/30/2020	01/22/2021	01/22/2021		01/22/2021	37.49
0571296382512.20	PW	Paid by Check #29216		12/31/2020	01/22/2021	01/22/2021		01/22/2021	92.72

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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
1416294094512.20	389 W El Monte	Paid by Check #29219		12/31/2020	01/22/2021	01/22/2021		01/22/2021	52.02
3354641796612.20	KAMM/O	Paid by Check #29226		12/31/2020	01/22/2021	01/22/2021		01/22/2021	71.17
245914958171/21	PW	Paid by Check #29224		01/07/2021	01/22/2021	01/22/2021		01/22/2021	63.15
714934640941/21	Euclid/Lindara	Paid by Check #29245		01/07/2021	01/22/2021	01/22/2021		01/22/2021	1,846.84
134445515951/21	M & Ventura	Paid by Check #29218		01/08/2021	01/22/2021	01/22/2021		01/22/2021	47.40
210475377881/21	155 Merced	Paid by Check #29222		01/08/2021	01/22/2021	01/22/2021		01/22/2021	129.69
447571605181/21	180 W Merced	Paid by Check #29227		01/08/2021	01/22/2021	01/22/2021		01/22/2021	325.21
605804926701/21	148 M St	Paid by Check #29239		01/08/2021	01/22/2021	01/22/2021		01/22/2021	36.49
630805446691/21	PW	Paid by Check #29240		01/08/2021	01/22/2021	01/22/2021		01/22/2021	10.18
768101241981/21	180 W Merced	Paid by Check #29246		01/08/2021	01/22/2021	01/22/2021		01/22/2021	152.07
975086523731/21	180 W Merced	Paid by Check #29255		01/08/2021	01/22/2021	01/22/2021		01/22/2021	54.26
183409121301/21	Marshall/Wright	Paid by Check #29221		01/09/2021	01/22/2021	01/22/2021		01/22/2021	10.19
516730856041/21	Kamm/Alta	Paid by Check #29234		01/09/2021	01/22/2021	01/22/2021		01/22/2021	154.23
672472110621/21	Tulare/L	Paid by Check #29242		01/09/2021	01/22/2021	01/22/2021		01/22/2021	296.56
676638777011/21	Tulare/L	Paid by Check #29243		01/09/2021	01/22/2021	01/22/2021		01/22/2021	183.57
874409527911/21	301 Kamm	Paid by Check #29250		01/09/2021	01/22/2021	01/22/2021		01/22/2021	25.64
		Vendor **76 - Pacific Gas & Electric** Totals				Invoices	57		$10,475.21
Vendor **1565 - Quadient Finance USA, Inc.**									
1/10/21	POSTAGE	Paid by Check #29262		01/10/2021	01/22/2021	01/22/2021		01/22/2021	2,500.00
		Vendor **1565 - Quadient Finance USA, Inc.** Totals				Invoices	1		$2,500.00
Vendor **532 - React Medical Training**									
2093	CPR Cards	Paid by Check #29263		01/01/2021	01/22/2021	01/22/2021		01/22/2021	7.50
		Vendor **532 - React Medical Training** Totals				Invoices	1		$7.50
Vendor **42 - Scout Specialties**									
140698	FLEET SUPPLIES	Paid by Check #29264		12/29/2020	01/22/2021	01/22/2021		01/22/2021	1,276.94
141125	MARKING PAINT	Paid by Check #29264		12/29/2020	01/22/2021	01/22/2021		01/22/2021	57.03
		Vendor **42 - Scout Specialties** Totals				Invoices	2		$1,333.97
Vendor **247 - State Center Community College District**									
15583739-41	PD - 41744/Interview & Interrogation Course 10/19-10/21/2020	Paid by Check #29265		10/19/2020	01/22/2021	01/22/2021		01/22/2021	189.00
		Vendor **247 - State Center Community College District** Totals				Invoices	1		$189.00
Vendor **147 - Swanson-Farhney Ford Sales**									
31794	FLEET SUPPLIES	Paid by Check #29266		01/07/2021	01/22/2021	01/22/2021		01/22/2021	255.98
		Vendor **147 - Swanson-Farhney Ford Sales** Totals				Invoices	1		$255.98
Vendor **92 - Target Specialty Products**									
INVP500347079	WEED CONTROL AT WWTP	Paid by Check #29267		12/29/2020	01/22/2021	01/22/2021		01/22/2021	1,165.47
		Vendor **92 - Target Specialty Products** Totals				Invoices	1		$1,165.47



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Vendor **1082 - 3R Construction or The Island Convention Center**									
005014	23R Construction ADA Ramp	Paid by Check #29268		01/12/2021	01/22/2021	01/22/2021		01/22/2021	4,800.00
		Vendor **1082 - 3R Construction or The Island Convention Center** Totals				Invoices	1		$4,800.00
Vendor **426 - Tioga Solar**									
SLB-7202	SOLAR PRODUCTION - DECEMBER 2020	Paid by Check #29269		12/31/2020	01/22/2021	01/22/2021		01/22/2021	21,247.66
		Vendor **426 - Tioga Solar** Totals				Invoices	1		$21,247.66
Vendor **329 - Townsend Public Affairs**									
16681	Consulting Services	Paid by Check #29270		01/01/2021	01/22/2021	01/22/2021		01/22/2021	4,000.00
		Vendor **329 - Townsend Public Affairs** Totals				Invoices	1		$4,000.00
Vendor **615 - Yoshimi Toyota**									
Educ Reimb 1/21	Educational Reimbursement	Paid by Check #29271		12/03/2020	01/22/2021	01/22/2021		01/22/2021	425.00
ACLS Skills	Reimbursement	Paid by Check #29271		01/15/2021	01/22/2021	01/22/2021		01/22/2021	50.00
		Vendor **615 - Yoshimi Toyota** Totals				Invoices	2		$475.00
Vendor **1352 - Trizetto Provider Solutions, LLC**									
3U25012100	Contractual	Paid by Check #29272		01/01/2021	01/22/2021	01/22/2021		01/22/2021	197.02
		Vendor **1352 - Trizetto Provider Solutions, LLC** Totals				Invoices	1		$197.02
Vendor **49 - Tulare County**									
18233	Council	Paid by Check #29273		12/23/2020	01/22/2021	01/22/2021		01/22/2021	16.16
elmonte annex	Tulare County El Monte Annexation	Paid by Check #29274		01/13/2021	01/22/2021	01/22/2021		01/22/2021	3,476.00
		Vendor **49 - Tulare County** Totals				Invoices	2		$3,492.16
Vendor **192 - UNUM Life Insurance Company of America**									
2/1-2/28/21	0537123-001	Paid by Check #29275		01/11/2021	01/22/2021	01/22/2021		01/22/2021	11,140.18
		Vendor **192 - UNUM Life Insurance Company of America** Totals				Invoices	1		$11,140.18
Vendor **273 - US Bank**									
5978510	Bonds 2012	Paid by Check #29276		12/24/2020	01/22/2021	01/22/2021		01/22/2021	1,500.00
5978511	Wastewater Revenue Refunding Bonds 2012	Paid by Check #29277		12/24/2020	01/22/2021	01/22/2021		01/22/2021	1,635.00
		Vendor **273 - US Bank** Totals				Invoices	2		$3,135.00
Vendor **154 - USA Bluebook**									
454024	WATER DEPT SUPPLIES	Paid by Check #29278		12/22/2020	01/22/2021	01/22/2021		01/22/2021	429.51
		Vendor **154 - USA Bluebook** Totals				Invoices	1		$429.51
Vendor **354 - Verizon Wireless**									
9870928146	PD - 12/11/2020 - 01/10/2021 Billing Charges	Paid by Check #29279		01/10/2021	01/22/2021	01/22/2021		01/22/2021	2,014.17

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9870771175	Acct# 972514922-00001	Paid by Check #29280		01/07/2021	01/22/2021	01/22/2021		01/22/2021	649.30
			Vendor **354 - Verizon Wireless** Totals			Invoices	2		$2,663.47
Vendor **14 - W & E Electric**									
2012022	CHECK PLUGS ON TULARE ST	Paid by Check #29281		12/01/2020	01/22/2021	01/22/2021		01/22/2021	141.35
2012023	REPLACE BURNT WIRE TO PLUG - TULARE ST	Paid by Check #29281		12/02/2020	01/22/2021	01/22/2021		01/22/2021	92.09
2012090	WELL 14 REPAIRS	Paid by Check #29281		12/15/2020	01/22/2021	01/22/2021		01/22/2021	472.55
2012091	REPLACE BAD WIRE IN UG CONDUIT	Paid by Check #29281		12/16/2020	01/22/2021	01/22/2021		01/22/2021	755.24
2012138	SERVICE CALL PUMP 16	Paid by Check #29281		12/28/2020	01/22/2021	01/22/2021		01/22/2021	90.00
			Vendor **14 - W & E Electric** Totals			Invoices	5		$1,551.23
Vendor **549 - Wal-Mart**									
2441 01/09/2021	PD - Supplies	Paid by Check #29282		01/09/2021	01/22/2021	01/22/2021		01/22/2021	471.91
			Vendor **549 - Wal-Mart** Totals			Invoices	1		$471.91
Vendor **209 - Zweigle Septic Service**									
35422	PD - Hand-wash Station	Paid by Check #29283		01/18/2021	01/22/2021	01/22/2021		01/22/2021	65.00
			Vendor **209 - Zweigle Septic Service** Totals			Invoices	1		$65.00
			Grand Totals			Invoices	321		$653,666.79

CITY OF DINUBA
Together, A Better Community
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City Council Staff Report

Department: PUBLIC WORKS | January 26, 2021

To: Mayor and City Council

From: Ismael Hernandez, Public Works Director

By: George Avila, Business Manager

Subject: Consideration of Potential Projects or Programs for Inclusion in 2020 CDBG-CV2 and CDBG-CV3 Funding Application (IH)

RECOMMENDATION

Council hold a public hearing and consider public comment regarding potential projects or programs in response to the 2020 Community Development Block Grant, Coronavirus Response rounds 2 and 3 (CDBG-CV2 and CDBG-CV3) Notice of Funding Availability.

EXECUTIVE SUMMARY

The Coronavirus Aid, Relief, and Economic Security (CARES) Act made available new federal funds for the Community Development Block Grant. The latest Notice of Funding Availability is for rounds 2 and 3 (CDBG-CV2 and CDBG-CV3). The City of Dinuba has been allocated $452,380 to be used on projects or programs related to COVID-19 response and recovery. Prior to requesting its allocation the City must hold a public hearing to accept and consider public comment regarding the subject of the allocation request.

OUTSTANDING ISSUES

None.

DISCUSSION

In addition to the public health crisis, The COVID-19 pandemic has created an unprecedented public health and economic crisis in the United States. In response, Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act on March 27, 2020 to provide over $2 trillion dollars to help mitigate some of these impacts.

Some of the CARES Act funding was allocated to the Community Development Block Grant (CDBG) Program. Under Round 1 of the CDBG (CV1) funding, the City of Dinuba was allocated $124,317. The City Council subsequently earmarked these funds to create the Business Assistance Program that will provide relief to local businesses by providing operational and capital expenditure grants.

On December 18, 2020 the State's Department of Housing and Community Development released a Notice of Funding Availability for rounds 2 and 3 (CDBG-CV2 and CDBG-CV3) of this same funding (See Attachment 'A'). In these two rounds the City has been allocated a total of $452,380 in additional grant funding to fund projects or programs that would prevent, prepare for or respond to the COVID-19 pandemic.

Although the City is allocated this money on a non-competitive basis, the City must still submit an application requesting its allocation. The City is also required to hold a public hearing to request public comment on how the funds should be used. The eligible activities (projects or programs) have been identified as follows:

<u>Community Development</u>

1. Public services to respond to COVID-19 impacts, including short-term subsistence payments for households at risk of eviction and/or homelessness and housing costs for those exiting homelessness, homeless shelter operations, and health and education support services

2. Public facility and infrastructure improvements with a documented COVID-19 nexus
3. Public facility acquisition, including healthcare facilities, emergency shelters, and housing for persons experiencing homelessness in response to COVID-19 impacts
4. Housing Assistance for the acquisition and/or rehabilitation of low-mod income housing in response to COVID-19 impacts on vulnerable populations or individuals including households experiencing homelessness

Economic Development

1. Business assistance to help businesses retain employees, or in the case of businesses re-starting after mandated COVID-19 related shut-downs, adding employees
2. Microenterprise assistance (including Micro-financial assistance and Technical assistance) for businesses impacted by COVID-19 with five or fewer employees, including the business owner

Staff recommends that the City Council hold a public hearing and accept testimony from the community about this matter. Based on the input received and the direction from the City Council, staff will prepare and submit the required application. The scope of the application and an authorizing resolution will be presented to the City Council on February 9, 2021.

Given the narrow eligibility of the public improvements activity, it appears most feasible to use this additional funding to augment the newly created Business Assistance Program and establish a new Public Service Program to provide short-term subsistence payments to households and/or homeless.

Applications are due to the State no later than February 12, 2021. Any project or program funded with the subject grant funds will have a 24-month expenditure period.

FISCAL IMPACT

All project or program costs along with administrative expenditures will be paid for with grant funds.

PUBLIC HEARING

A public hearing notice was published in the Mid-Valley Times on January 14, 2021.

ATTACHMENTS:

A. NOFA CDBG CV2 and CV3

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FINANCIAL ASSISTANCE
2020 W. El Camino Avenue, Suite 670
Sacramento, CA 95833
(916) 263-2771
www.hcd.ca.gov

December 18, 2020

MEMORANDUM FOR: All Potential Applicants

FROM: Jennifer Seeger, Deputy Director
Division of Financial Assistance

SUBJECT: Community Development Block Grant Program
Coronavirus, Aid, Relief, Economic Security (CARES) Act
2020 Notice of Funding Availability - Rounds 2 and 3

The California Department of Housing and Community Development (Department) is pleased to announce the availability of approximately $77.1 million in funding pursuant to the Coronavirus Aid, Relief, and Economic Security (CARES) Act signed into law March 27, 2020. This amount includes $5.9 million of unclaimed funds from tranche one (CV1), plus $54.4 million of new funds from tranche two (CV2) and $16.8 million from tranche three (CV3) of new federal funds for the Community Development Block Grant- Coronavirus Relief (CDBG-CV) available for local assistance. There is a remainder of approximately $50 million from the second tranche (CV2) which will be released under a subsequent NOFA for the purposes of Project Roomkey housing relocation activities and in support of Homekey projects.

To the extent possible, the Department encourages applicants for these rounds of CDBG-CV funding to coordinate and collaborate with their local Continuums of Care to prioritize the needs of Californians experiencing homelessness or at imminent risk of homelessness who need access to housing and, if needed, emergency shelter in order to mitigate the impacts of COVID-19. CDBG-CV funds can be used to support emergency housing payments for people experiencing homelessness or at risk of homelessness, and acquisition of housing or shelter for people experiencing homelessness.

The critical priority for this funding is to ensure all eligible persons receive equitable access to services, and are served with dignity, respect and compassion regardless of circumstance, ability or identity. This includes marginalized populations, including but

not limited to, Black, Native and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color, immigrants, people with criminal records, people with disabilities, people with mental health and substance use vulnerabilities, people with limited English proficiency, people who identify as transgender, people who identify as LGBTQ+, and other individuals that may not traditionally access mainstream support. The Department expects eligible applicants to plan for how this funding will reduce disparities and increase racial equity in their communities.

The Department is committed to supporting Tribes in addressing housing and community development needs related to COVID-19 through set-asides for both federally recognized and non-federally recognized Native American Tribes and dedicated outreach and technical assistance. California has the largest Native American population in the nation. Poverty and inadequate housing conditions disproportionately affect tribal populations. The rate of tribal poverty is more than twice that of the rest of the California's population, and tribes have been disproportionally impacted by COVID-19, both by infection rates and hospitalizations. The Department recognizes that while Tribes may face many of the same barriers as other under-resourced applicants, the unique status of Tribes requires additional, specific considerations in the design and implementation of programs and technical assistance. The Department also recognizes the legacy of violence, exploitation, dispossession and attempted destruction of Tribes and related communities and that this has important ramifications for present-day relationships. The Department is committed to learning about, considering, and honoring this history when building relationships with Tribes over time through respectful and accountable interactions.

The Department will be accepting applications through the Grants Network portal beginning December 28, 2020. Applications and required documentation will be due on a rolling deadline, by activity type. Applications are due as follows:

Public Service Applications will be due no later than **Friday, February 12, 2021, 5:00 p.m. Pacific Standard Time.**

Public Facilities and Infrastructure Applications will be due no later than **Monday, February 22, 2021, 5:00 p.m. Pacific Standard Time.**

Economic Development Applications will be due no later than **Friday, March 5, 2021, 5:00 p.m. Pacific Standard Time.**

Tribal Applications from the federally and non-federally recognized Tribal-set-asides will be due no later than **Friday, March 12, 2021, 5:00 p.m. Pacific Standard Time.**

Housing Acquisition/Rehabilitation Applications will be due no later than **Friday, March 12, 2021, 5:00 p.m. Pacific Standard Time.**

Applications in support of Homekey projects (CDBG-CV funding for rehabilitation of Homekey funded acquisitions) will be due no later than **Friday, March 26, 2021, 5:00 p.m. Pacific Standard Time.**

Any application received after the respective due dates above will not be accepted.

Applications will be reviewed and awarded as received. Applicants must submit their approved governing body resolution (and supporting organizational documents) prior to Department's execution of a Standard Agreement. The Department will not execute agreements without the approved governing body resolution that is acceptable to the Department. In the event that the CDBG-CV funds are not fully awarded by the application closing date, the Department will either allocate additional funding to active contracts that have met performance and timeliness milestones, and/or will roll unawarded funds into over-subscribed set-asides as appropriate and available.

Applicants are encouraged to set-up their profiles in the Grants Network portal located at https://portal.ecivis.com/#/login as early as possible. Profile set-up instructions can be found in the Grants Network portal, external user manual on the CDBG webpage under at https://www.hcd.ca.gov/grants-funding/active-funding/cdbg.shtml. Complete and accurate profiles assist in expediting awards and are strongly recommended. Applications must be started and submitted under the applying jurisdictions profile. With the exception of the tribal set-aside, applications started and/or submitted under a consultant or non-profit service provider's profile will not be accepted. The Department will not be responsible for applications submitted under an ineligible profile.

Applicants are encouraged to begin the application process early to ensure successful submission before the application deadline. If you have any trouble logging into the portal or have questions on how to complete the online application, please contact the CDBG staff at cdbg@hcd.ca.gov and make sure to include CDBG-CV in the subject line of your message.

To receive CDBG-CV NOFA FAQs, notice of NOFA webinars, Office Hours notifications, and other program information and updates, please subscribe to the CDBG listserv at https://www.hcd.ca.gov/HCD_SSI/subscribe-form.html. For questions or assistance, please email cdbg@hcd.ca.gov.

Attachment

Community Development Block Grant Program - CARES Act Round 2 and 3 Notice of Funding Availability

Gavin Newsom, Governor
State of California

Lourdes Castro Ramírez, Secretary
Business, Consumer Services and Housing Agency

Gustavo Velasquez, Director
California Department of Housing and Community Development

Division of Financial Assistance, Federal Programs Branch
Community Development Block Grant Program
2020 W. El Camino Avenue, Suite 200, Sacramento, CA 95833
CDBG Program Email: cdbg@hcd.ca.gov

December 18, 2020

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I. Notice of Funding Availability

The California Department of Housing and Community Development (Department) receives funding from the United States Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG) Program and allocates funds to CDBG eligible entities. Under the Coronavirus Aid, Relief, and Economic Security (CARES) Act, allocations of tranche 2 CDBG-CV funds made to states included additional flexibility in working with governments and non-profits as eligible entities to apply for funds. This NOFA includes funding for the non-entitlement jurisdictions in California, allocated by formula, as well as set-asides for federally recognized tribes, non-federally recognized tribes, and Colonias. The funds in this NOFA represent approximately 48 percent of CDBG-CV2 funds made available to the state, and all of the CDBG-CV3 funds. The remaining CDBG-CV2 funds are being directed to activities identified in the Second Amendment to the 2019 Annual Action Plan that are available for both entitlement and non-entitlement jurisdictions. Approximately $5.9 million of unclaimed funds from tranche 1, and $54.4 million of new funds from tranche two and $16.8 million from tranche three of new federal funds authorized by the CARES Act, will be allocated to eligible jurisdictions to perform activities related to COVID-19 as itemized in Appendix A. The CARES Act provides extra CDBG funds specifically targeted to prevent, prepare for, and respond to coronavirus.

The CDBG-CV2 and CV3 Notice of Funding Availability (NOFA) provides funding ONLY for the following activities, which are narrowly tailored as described in Section II.A and Section II.B of this NOFA:

- Assistance to businesses and microenterprises impacted by COVID-19 stay-at-home orders and shut-down
- Public services related to COVID-19 support
- Facility and infrastructure improvements related to COVID-19 impacts
- Acquisition and rehabilitation of real property, including housing, to be used in response to COVID-19 impacts

CDBG-CV2 and 3 funds included in this NOFA will be distributed through a simplified application via the Grants Network portal online grant management system and will be available to all CDBG-eligible non-entitlement jurisdictions, Colonias, and Tribes, both federally recognized and non-federally recognized tribes as outlined in the Department's second and third 2019 Annual Action Plan Amendments located at https://www.hcd.ca.gov/policy-research/plans-reports/index.shtml.

This NOFA outlines application requirements, timelines for eligible jurisdictions, and provides documentation requirements.

A. Tentative program timeline

Event	Date
CDBG-CV2 and 3 NOFA and application released	December 18, 2020
NOFA Workshop (for all applicants)	January 7, 2021, 3pm – 5pm PST
Tribal Workshop (for Tribes and their partners)	January 5, 2021, 10:30am – 12:30pm PST
Public Service Application Deadline (non-Tribal)	February 12, 2021 5pm PST
Public Facilities and Infrastructure Deadline	February 22, 2021, 5pm PST
Economic Development Deadline	March 5, 2021, 5pm PST
Tribal Set-Aside Application Deadline	March 12, 2021, 5pm PST
Housing Acquisition Rehabilitation Deadline	March 12, 2021, 5pm PST
Homekey Support Applications Deadline	March 26, 2021, 5pm PST
Department announces awards	As applications are approved

** Award timeline is dependent on receipt of HUD's executed grant agreement for CDBG-CV 2 and 3 funds, and therefore the above dates are approximate and subject to change.*

B. Authorizing Legislation

Funding under this NOFA is made available pursuant to the CARES Act (Public Law No: 116-136) and the Housing and Community Development Act of 1974 (HCDA) as amended and codified at Title 42 United States Code (U.S.C.) § 5301, et. seq., and Subpart 1 of the federal CDBG Regulations, found at Title 24 Code of Federal Regulations (CFR) § 570.480 et seq. The requirements of the state CDBG program are in California Health and Safety Code (HSC) §§ 50825-50834. This NOFA should be read in conjunction with the following regulations that establish state and federal CDBG requirements. Relevant legal authority includes, but is not limited to, the following:

- Housing and Community Development Act of 1974 (HCDA) as amended codified at Title 42 United States Code 5301 et seq., and Subpart 1 of the Federal CDBG Regulations
- HSC §§ 50825-50834
- CFR, Title 24, Part 570, Subpart I
- 24 CFR Part 58

- 2 CFR Part 200
- CDBG Guidelines (Guidelines)
- The State of California 2015-2020 Consolidated Plan as amended
- The State of California 2019-2020 Annual Action Plan as amended
- California Governor's Executive Order N-66-20
- Federal Register Notice 85 FR 51457

If state or federal statutes or regulations, or other laws, relating to CDBG-CV funds are modified by the United States Congress, HUD, the Department, California State Legislature, or the Governor, the changes may become effective immediately and may be applicable to this NOFA and existing Standard Agreements.

If there is a conflict between the state and federal regulations, the federal regulations shall prevail. In addition, the Department reserves the right, at its sole discretion, to suspend or amend the provisions of this NOFA. If such an action occurs, the Department will notify interested parties. Awards made under this NOFA are also contingent upon the Department executing a Grant Agreement with HUD for the CARES Act funds.

C. Conditions

Applicants and Awardees acknowledge that the funding opportunities referenced in this NOFA, and all obligations of the Department herein, are expressly subject to the following conditions:

1. The ongoing availability of funds
2. The continued authority of the Department to administer the CDBG-CV funds
3. The execution of the CARES Act funding grant agreement with HUD

In the event that funds are not available to fund any, or all, activities offered herein, or if the Department's authority to administer the CDBG-CV funds or act under this NOFA is eliminated, or in any way restricted, the Department shall have the option, at its sole discretion, to amend, rescind, suspend, or terminate this NOFA and any associated funding pursuant to the provision set forth immediately above. **This NOFA is not a commitment of funds to any activity or applicant**.

D. Applicant responsibility

It is the Applicant's responsibility to ensure that the application submitted is clear, complete, and accurate. It is the Applicant's responsibility to ensure that the application is submitted under the correct jurisdiction profile, and, with the exception of the Tribal set-aside, is not submitted under a consultant, non-profit, or personal profile in Grants Network. **It is also the Applicant's responsibility to ensure that the governing body resolution submitted is clear, complete, and accurate, and follows the provided template with no substantive changes.** The Department will not execute agreements without a Department approved resolution and supporting organizational documents. Resolutions may only be approved by Department legal staff. Resolutions that deviate from the provided template, or that are drafted without the template will be subject to additional review and may be rejected as insufficient at the discretion of Department legal staff. **Program staff acceptance of a resolution does not guarantee that resolution will meet the Department's legal standards. Use the provided resolution template as found in the program solicitation files. DO NOT USE A RESOLUTION TEMPLATE FROM ANOTHER SOLICITATION OR PROGRAM APPLICATION.** After the application submittal deadline, Department staff may request clarifying information to make sure the application is complete and accurate and meets federal eligibility requirements. Applications requiring changes will be returned to draft status for correction. No Applicant may appeal the Department's evaluation of another Applicant's application.

II. Eligible activities (24 CFR §§ 570.201-203)

Applicants can apply for a total of three (3) activities, including activities submitted under a previous CV1 application, with the total request not exceeding the allocation amount in Appendix A. If an applicant applied for three (3) total activities under the previous CV1 NOFA, the Applicant may add one (1) additional activity under the CV2 and 3 application. Applicants may request to add CV2 and 3 funding to approved CV1 activities through a CV1 standard agreement amendment. **Activities funded under this NOFA will have a 24-month expenditure period**. CV1 activities amended to include CV2 and 3 funding will have the CV2 and 3 performance and expenditure deadlines. See Appendix E for a list of eligible HUD Matrix Codes. Applicants must show a relationship between the need for services and COVID-19 impacts.

For the CDBG-CV NOFA, the following activities are permitted:

A. Community Development

1. Public Services to respond to COVID-19 impacts, including short-term subsistence payments for households at risk of eviction and/or homelessness and housing costs for those exiting homelessness, homeless shelter operations, and health and education support services

2. Public Facility and Infrastructure improvements with a documented COVID-19 nexus

3. Public facility acquisition, including healthcare facilities, emergency shelters, and housing for persons experiencing homelessness in response to COVID-19 impacts

4. Housing Assistance

    a. Acquisition and/or rehabilitation of Low-Mod Income Housing in response to COVID-19 impacts on vulnerable populations or individuals including households experiencing homelessness

B. <u>Economic Development</u>

1. Business assistance to help businesses retain employees, or in the case of businesses re-starting after mandated COVID-19 related shut-downs, adding employees

2. Microenterprise assistance (including Micro-financial assistance and Technical assistance) for businesses impacted by COVID-19 with five or fewer employees, including the business owner

III. Duplication of benefits

A duplication of benefit (DoB) occurs when a program beneficiary receives assistance from multiple sources for a cumulative amount that exceeds the total amount needed for assistance. The amount of the duplication is the amount of assistance provided in excess of the need. It is the Department's responsibility to ensure that each CDBG-CV activity provides assistance only to the extent that the project's funding needs have not been met by another source. See Stafford Act (42 U.S.C. § 5155; HUD Memorandum dated 9 April 2020, subject: 'CARES Act Flexibilities for CDBG funds used to support coronavirus response and plan amendment waiver')

Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) prohibits federal agencies from providing assistance to any "person, business concern, or other entity" for any loss to which the entity has already received financial assistance from another source (42 USC § 5155(a)). The Federal Register Notice, published November 16, 2011 (Docket No. FR-5582-N), requires adequate policies and procedures in place to prevent a duplication of benefit and the recapture of funds, if necessary.

Applicants will be required to submit duplication of benefits policies and procedures at application and Awardees will be required to continue to report on

duplication of benefits throughout the expenditure period for the CDBG-CV funds. Duplication of benefit must be tracked at both the programmatic level and at the client service level. Awardees will be expected to re-capture funds from households that have received a duplication of benefit. The Department will be required to recapture funds from Awardees with duplicated benefit(s). **Recapture requirements and process must be included in written duplication of benefit policies and procedures.**

IV. National Objectives (24 CFR §§ 570.483-484)

A. Low- to Moderate-Income National Objective

At least 70 percent of the total funds awarded must benefit low- to moderate-income (LMI) individuals or households. No Activity or portion of a program assisted by these funds may exclude from its benefits the lowest-income eligible group.

Persons, households, and/or neighborhoods benefiting from LMI activities must meet HUD's LMI requirements. Income limits are regularly updated. Applicants will be notified via a news blast email and information will be posted on the Department's website if the HUD Adjusted Median Family Income (HAMFI) limits or low- to moderate-income areas (LMA) are updated during the application period.

The LMI National Objective consists of the following categories:

1. LMI Limited Clientele (LMC), as defined by income limits or presumed benefit.

   LMC refers to persons who earn 80 percent or less of HAMFI for the county of residence, as updated annually by HUD. Note that all subsistence payment activities are LMC activities and must select LMC as the appropriate National Objective.

   Presumed benefit LMC refers to persons who, as a category, are typically low income. This includes:

   - Seniors
   - Persons with a disability (must meet the Bureau of the Census' Current Population Report's definition of "severely disabled")
   - Homeless persons
   - Abused children and battered spouses
   - Illiterate adults
   - Persons living with acquired immunodeficiency syndrome (AIDS)
   - Migrant farmworkers

2. LMI Area (LMA), as defined by census tracts and block groups.

    - LMA eligibility is based on American Community Survey using Census Geographies.

    - At least 51 percent of households in the area must be earning at 80% or below HAMFI to meet LMA.

    - Must be contiguous – the area must be a solid area, without certain streets or buildings being excluded, and the area should be mapped to show eligibility. If a service area is not contiguous it will be determined to be a separate activity and will need as separate application.

    - Activity must be a public benefit for the area, for example the construction of a facility to be used for testing, diagnosis, or treatment of infectious disease. LMA Eligibility should be determined from the Map Application at HUD's Low- and Moderate-Income Summary Data Application page. Instructions for HUD's mapping application can be found at this link: https://hud.maps.arcgis.com/apps/webappviewer/index.html?id=ffd0597e8af24f88b501b7e7f326bedd

3. LMI Housing (LMH), as defined by household income limits

    - Households earning 80 percent of less of HAMFI.

4. LMI Job Creation or Retention (LMJ) activities

    - LMJ is based on the number of full-time equivalent jobs created or retained

    - Must create or retain jobs, and 51 percent of those jobs must be for LMI persons

    - To meet the public benefit requirements for LMJ activities, for every $85,000 spent (including activity delivery), one full-time equivalent job must be created or retained

B. Urgent Need National Objective

Urgent Need is a national objective that is available for instances where there are conditions in a community that must meet all of the following criteria:

- Pose a serious and immediate threat to the health or welfare of the community

- Are of recent origin or recently became urgent

- The applicant is unable to finance the activity

- Other resources of funding are not available to carry out the activity

The availability of Urgent Need as a national objective depends on the overall LMI performance of the state. The state may only offer Urgent Need in the margin above the statutory 70% LMI requirement. As a result, Urgent Need will not be a default National Objective and may only be designated on a case-by-case basis. **Applicants that have no option but to use Urgent Need must contact the Department to discuss how to prepare and submit their application.**

V. Program set-asides

A. The CDBG-CV2 funding will have the following set-asides:

- Colonias – 5 percent of 48 percent of total CDBG-CV2 funding

- Non-federally recognized tribes – 1.25 percent of 48 percent of total CDBG-CV2 funding

- Federally recognized tribes – 5 percent of 48 percent of total CDBG-CV2 funding

B. The CDBG-CV3 funding will have the following set-asides:

- Colonias – 5 percent of total CDBG-CV3 funding

- Non-federally recognized tribes – 1.25 percent of total CDBG-CV3 funding

The Department will set up a unique application form in the electronic Grants Management System for each set-aside type, and applications for set-aside funds may not be submitted under the general CDBG-CV2 and 3 electronic application form. The Department will hold a dedicated Tribal Workshop on Tuesday January 5, 2021. Registration is open to all eligible CDBG-CV applicants, and both non-federally recognized tribes and federally recognized tribes are encouraged to attend.

C. Native American Tribes (federally and non-federally recognized tribes)

Applicants for the Tribal set aside include federally recognized and non-federally recognized tribes), tribally designated housing entities, and subrecipients (e.g. tribal affiliated groups or non-profits, tribal consortiums) who apply on behalf of a Tribe. All eligible applicants for the Tribal set-aside will be invited to participate in a technical assistance consultation with the Department's staff and HUD Technical Assistance Providers prior to the Application due date. See Appendix M for additional information and resources.

Tribal applications will adhere to the following schedule based on application type:

Public services applications for the federally and non-federally recognized Tribal Nations set-asides will be due no later than March 12, 2021 at 5pm PST. Applications will be reviewed on a rolling basis. Public service applications will be prioritized for funding. Applicants are encouraged to prioritize public services, including food stabilization, housing assistance, healthcare services, and education support in response to the impacts of COVID-19 on native communities. Public service applications will be reviewed first, and will be awarded funding based on time of receipt of a satisfactory complete, eligible, and accurate application. Eligible, complete, and accurate unfunded public service applications will be held for potential unclaimed funds, as described in section VII. Funding Limits below.

Housing, facilities, and infrastructure applications for the federally and non-federally recognized Tribal Nations set-asides will be due no later than March 12, 2021 at 5pm PST. Applications will be reviewed on a rolling basis after all public services applications have been reviewed and either approved or denied funding. Housing, facilities, and infrastructure applications will be reviewed after the public services, pending ongoing availability of funds, and will be awarded funding based on time of receipt of a satisfactory complete, eligible, and accurate application. Eligible, complete, and accurate unfunded public service applications will be held for potential unclaimed funds, as described in section VII. Funding Limits below, provided that unclaimed funds have first been made available to the public service applications above.

VI. Eligible applications

Applicants must meet the following requirements when the application is submitted to be eligible to apply for funding under this NOFA:

A. Eligible jurisdictions

Any California city or county except a city or county that participates in the HUD-administered CDBG Entitlement program either as a direct entitlement, or as part of an urban county consortium is eligible to apply for CDBG-CV2 and 3 funding, additionally, any federally recognized tribe, tribally designated housing entity, or non-federally recognized tribe with contracting status is eligible to apply for CDBG-CV2 set-asides funding for tribes in this NOFA. Incorporated cities located in an urban county as defined by 42 U.S.C. 5302(a)(6) must formally elect to be excluded from participation in the urban county entitlement status. HUD must be notified that the city has elected to be excluded from the urban county participation as per 24 CFR 570.307(g) for it to be eligible for the state CDBG program, including CDBG-CV2 and 3 funding in this NOFA. Eligible Applicants may use the following approaches. Only eligible activities from eligible Applicants will be reviewed.

1. An eligible Applicant may apply on its own behalf.

2. An eligible Applicant may apply on behalf of one or more other eligible Applicants. An application on behalf of one or more other eligible applications will need to include a Memorandum of Understanding, or similar formal agreement, fully executed by all parties of the application, that clearly identifies the lead Applicant and that details the roles, responsibilities, and requirements for each party. The agreement must be enforceable and submitted documentation must include resolutions from each participating jurisdiction approving the agreement.

3. Two or more eligible Applicants, which share a program, may submit a joint application. A joint application must include a Memorandum of Understanding, or similar formal agreement, fully executed by all parties of the application, that clearly identifies the lead Applicant and that details the roles, responsibilities, and requirements for each party. The agreement must be enforceable. Only one Applicant in a joint application may be designated as the lead agency and will have the lead responsibility for administering the Standard Agreement, financial management, and activity reporting.

4. An eligible Applicant may apply on behalf of an applicant that has been determined to be ineligible due to programmatic findings, outstanding litigation, or statutory non-compliance, provided the findings, litigation, and/or noncompliance has been resolved, or is actively in progress of resolution and will be resolved during the expenditure period of the CDBG-CV2 and 3 funding. Applicants that have been debarred are not eligible for funding, and no other applicant may apply on their behalf.

5. An eligible Applicant may partner with a non-federally recognized tribe, with tribal consent, to apply and administer funds on its behalf.

Applicants that have not applied to the CDBG program in the last 5 years, or who are first time applicants to the state administered CDBG program are strongly encouraged to schedule pre-application technical assistance meetings with the Department's staff. These meetings are intended to help Applicants submit eligible applications that align with Applicant capacity and that are targeted to community needs and priorities. Ongoing technical assistance will be available to any entity that requests support in administering funds throughout the duration of the CDBG-CV funding.

B. Financial Management Compliance (2 CFR Part 200)

The Applicant must demonstrate to the satisfaction of the Department that it is in compliance with the financial management requirements at 2 CFR §200, et seq., including the single audit requirements of 2 CFR §200.501.

C. Good standing

The Applicant, and any co-Applicant, together with the respective affiliates, must be in good standing with the Department (*i.e.*, are current on all loan and/or grant obligations, have a satisfactory past performance history in all of their prior dealings with the Department, and are in full compliance with all Department contracts and reporting requirements.) Applicants not meeting the foregoing requirements shall include with their application evidence that they are actively working with the Department to resolve any issue.

D. Federal debarment

Pursuant to 24 CFR Part 5, all CDBG-CV Applicants are required to verify they and their, contractors, consultants, businesses, sub-recipients, etc., that will be conducting business with the Applicant as part of the activity are not presently debarred, proposed for debarment, suspended, declared ineligible, or voluntarily excluded from participation in the covered transaction or in any proposal submitted in connection with the covered transaction. All Applicants, contractors, consultants, businesses, sub-recipients, or any other organization proposing to operate with support from CDBG-CV funds must be registered with the federal System for Award Management (SAM). **Entities that do not show results for a SAM search must register with SAM to be eligible for CDBG-CV funding.** Applicants and Applicant partners are responsible for managing SAM registration and ensuring registrations are current and active. Individuals under the employment of the Applicant or Applicant partners do not need to be individually evaluated for debarment unless that individual is operating as an independent contractor instead of an employee.

The Department will not award any CDBG-CV program funds to Applicants that are debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation from federally assisted programs, or that are proposing to partner, contract, or otherwise fund activities through an organization that is debarred, suspended, proposed for debarment, or otherwise ineligible from participation in federally assisted programs. Applicants are responsible for providing proof that all program partners, subrecipients, contractors, and any other program participants, current or future, are not debarred. Applicants must provide proof from the federal SAM that the Applicant, all application partners, and any subrecipients, developers, consultants, and contractors participating in the application, the potential administration of the award, or the potential implementation of the Activity are not debarred. **Applicants are not required to run debarment checks against individual employees.** If Applicant has not yet procured the contractor or identified a subrecipient for a specific activity, the Applicant will be required to check for debarment prior to executing a contract or agreement for that activity and include proof of debarment evaluation in the activity file.

If an Applicant is proposing an Economic Development activity that will provide funds, either through a loan or a grant, to for-profit businesses, those businesses must also be registered in SAM, and the Applicant must run a debarment check on each business. Businesses that are debarred will not be eligible for program funds. **Businesses that do not show results are not registered and must be registered to be eligible for funding.**

E. Restrictions on multiple activities in the same political districts

Applications for eligible activities outside the Applicant's jurisdiction must include a legally binding agreement, acceptable to the Department, with the city or county in which the eligible Activity is located. Applicants may not apply to both the state CDBG program (including CDBG-CV) and to a CDBG program administered by an Urban County or other entitlement entity during the same program year.

F. Racial Equity

Applicants should prioritize the advancement of racial equity in all CDBG-CV programs and across systems and units of government in their jurisdiction. The Department asks applicants to be leaders in their communities facilitating partnerships among service organizations, housing providers, units of government, businesses, the homelessness response system and other partners to promote racial equity practices. All Applicants must identify how they are working to ensure racial equity in access to programs, projects, and activities funded with CDBG-CV resources. Applicants must commit to analyzing disproportionality in access to housing, access to services, quality of service provision and desired outcomes in programs and projects and affirmatively further equitable access, quality of service provision and outcomes for protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color who have been historically marginalized and are disproportionately impacted by housing segregation, poverty, homelessness, and COVID-19.

Applicants cannot simply rely on delivering a standardization of services to address equity. Applicants must commit to reviewing their current policies and procedures and examining available data to ensure all eligible persons receive equitable services, support, and are served with dignity, respect and compassion regardless of circumstances, ability, or identity. See Appendix N for Racial Equity Resources and Tools.

When applying for CDBG-CV (Round 2 & 3) funds, applicants should consider:

- What are your community’s racial demographics and the demographics of those experiencing homelessness, housing and economic insecurity?

- What are the outcomes of your CDBG programs based on race? What are your requirements for all sub-grantees to look at data to determine racial disparities and then put a plan in place to address them?

- How do underserved and marginalized communities learn about and enter CDBG-CV programming? What marketing and communication strategies are used to increase equitable access to CDBG-CV programming?

- How does your grant making process include prioritization for programs that are addressing the disproportionate impacts that housing insecurity, homelessness, economic insecurity, lack of access to equitable health care and COVID-19 has on communities of color, particularly Black, Latinx, Asian, Pacific Islander, and Native and Indigenous communities?

- How are the voices of Black, Latinx, Asian, Pacific Islander, Native and Indigenous communities and those with lived experience of housing insecurity, homelessness and economic insecurity being centered in a meaningful, sustained way in creating effective approaches to addressing these challenges? How are they involved in the funding decision-making process?

- How are these funds accessible to smaller and non-traditional organizations that have historically been serving communities of color but may not have previously participated formally in government grant programs, and how would these funds address the organization capacity of organizations that are led by Black, Latinx, Asian, Pacific Islander, and Native and Indigenous people?

- List your partner organizations that are addressing racial equity in the housing and homeless response system, the economic development sector and the health care sector and how do you partner with them.
  The Department will require applicants to submit related racial and ethnic data metrics of their CDBG-CV programming on a quarterly reporting basis.

VII. Funding limits

A. Applications and Milestones

All applications must be submitted through the Department's online Grants Network portal via https://portal.ecivis.com/#/login; no hard copies will be accepted. Jurisdictions will submit **one application per** Activity. Each Activity must have a unique application with a complete budget, National Objective, scope of work, and milestone timeline. There will be no "combo" activities or applications accepted in this NOFA cycle. Each Activity, both projects and programs, is stand-alone with a separate budget and scope of work. General Administration should be budgeted for

each Activity up to 13 percent of the total activity budget. HUD allows a total of 20 percent of funding to be used for planning and administration. The Federal Register Notice for CDBG-CV administration limits the state to 7 percent which allows up to 13 percent for local jurisdictions. The Department is not proposing to allocate any funding for planning only activities, which will allow local jurisdictions to access the full administration balance. Each Activity will have a stand-alone Standard Agreement for that Activity. Applicants are encouraged to review the attached draft Standard Agreement as a sample of the applicable terms and conditions. Applicants may elect to take less than the 13 percent allowed for administration and use administration funds to increase funding for Activities.

- Funds from this NOFA cycle will be available to eligible Applicants via allocation through a simplified application (See Appendix A for final jurisdiction allocations).

- Activities submitted under the tribal set-asides will be limited according to the following schedule:

    - Public service activities will be limited to $200,000 per activity application (activity type). Applicants are encouraged to evaluate need and capacity and ask for sufficient funding to successfully complete the activity. Applications asking for less than $50,000 will be subject to additional review for feasibility and may require additional feasibility documentation. Feasibility review is an opportunity for the Department to discuss the activity with the applicant and ensure the level of funding is right-sized to activity scope to promote successful completion of the activity.

    - Housing and infrastructure activities (with the exception of housing and infrastructure assistance provided as part of a public service as identified above) will be limited to $500,000 per activity application (activity type).

    - Tribes are limited to $500,000 maximum award per tribe.

    - Applications submitted in partnership with three or more partners may apply for up to $1.5 million.

    - Applicants are strongly encouraged to align funding asks with organizational capacity to deliver services and complete federal reporting requirements.

    - Applications will be reviewed on a rolling basis, as funding is available until either all applications submitted during the applicable application period have been funded, or all funds have been committed, whichever happens first, as per the funding re-allocation process below. See the Tribal Set-Asides section for the application schedule.

- Applicants who did not apply for their CDBG-CV1 allocation will receive a reduced CV1 allocation in addition to their CV2 and 3 allocations as detailed below in Section B.

- Maximum total grant amount limits are the allocation for your jurisdiction.
  - Program income is not included in the allocation amounts. Total activity budgets may exceed the award limits if program income is included in the activity application.

  - Program income included in a CDBG-CV application will be required to meet the same performance terms, duplication of benefits, and expenditure period for the CDBG-CV funds.

  - **DO NOT SUBMIT PROGRAM INCOME ONLY APPLICATIONS IN THE CDBG-CV APPLICATION. PROGRAM INCOME ONLY APPLICATIONS SUBMITTED WITH THE CDBG-CV APPLICATION DURING THE CDBG-CV2 AND 3 NOFA CYCLE WILL BE DENIED WITHOUT OPTION FOR REVISION OR REINSTATEMENT.** Please see the annual CDBG application process for program income only application instructions.

  - Applications asking for less than $50,000 will be subject to additional review for feasibility and may require additional feasibility documentation. Feasibility review is an opportunity for the Department to discuss the activity with the applicant and ensure the level of funding is right-sized to activity scope to promote successful completion of the activity.

- Milestones: All CDBG-CV funded activities must be implemented according to the milestones defined in the Standard Agreement. Applicants must include, at the minimum, the following milestones for each Activity application:
  - Milestone 1 – Activity startup

  - Milestone 2 – Projected 20 percent expenditure

  - Milestone 3 – Projected 50 percent expenditure

  - Milestone 4 – Projected 80 percent expenditure

  - Milestone 5 – Activity completion and 100 percent expenditure

  Additional milestones are optional, though encouraged for best practice Activity implementation. If milestones are not included in the application the Department will set default milestones for the Applicant, and the Applicant's funding will be subject to recapture for any missed milestones. Default milestones are as follows:

- Milestone 1 – Standard Agreement Execution
- Milestone 2 – June 1, 2021
- Milestone 3 – December 1, 2021
- Milestone 4 – May 1, 2022
- Milestone 5 – August 1, 2022

Applicants that fail to meet two or more consecutive milestones may be subject to funding re-capture, at the Department's discretion. Recaptured funds will be treated as unclaimed funds, as discussed below.

B. CDBG-CV Unclaimed Funds

The CDBG-CV1 NOFA included allocations to all non-entitlement jurisdictions in the State of California. Allocations were made prior to the release of the Federal Register Notice 85 FR 51457 and did not include updated allowances for state administration. The CDBG-CV1 NOFA identified multiple options for re-allocating funds that were not requested in the initial CDBG-CV1 NOFA process. These options included re-allocating funds as part of a future CV NOFA. The Department has determined that based on the timeline for committing CDBG-CV1 funding, along with a prolonged wild-fire season, and overall reduced capacity at both the Department and among Applicants in the ability to apply for and commit funds, that the Department would make the necessary adjustments to the unclaimed CDBG-CV1 allocations to calculate and set-aside the Department's allowed administration costs and include the remaining allocations with the CDBG-CV2 and 3 allocations to be available to the communities originally identified in the CDBG-CV1 NOFA. Please see Appendix A for revised awards in unclaimed CDBG-CV1 funds. Applicants that elect to access their unclaimed CDBG-CV1 funds along with their CV2 and 3 allocations will use the same CDBG-CV2 application templates for all activities, and will be limited to no more than 3 (three) total activities. In the event that CDBG-CV allocations (including CDBG-CV1, 2, and 3) are left unclaimed at the end of the CDBG-CV2 and 3 NOFA period, funds will be re-allocated in the following priority:

a. In the event that CDBG-CV1 and 3 funds are left unclaimed at the close of the NOFA period, funds will be offered to jurisdictions that are meeting all of their performance goals on schedule and that have clearly indicated in their quarterly reporting that they have the need and capacity to utilize additional funding in a timely manner.

b. In the event that CDBG-CV2 funds are left unclaimed, funds will be redirected to applications submitted through the Tribal Set-aside. If applications for the Tribal

Set-asides exceeds funding, unclaimed CDBG-CV2 allocations will first be awarded to any unfunded Tribal Set-Aside projects to the extent that either all projects are funded or all funds are committed, whichever happens first.

c. In the event that there are insufficient unfunded Tribal Set-aside projects to commit all unclaimed CDBG-CV2 allocations, unclaimed funds will be offered to jurisdictions that are meeting all of their performance goals on schedule and that have clearly indicated in their quarterly reporting that they have the need and capacity to utilize additional funding in a timely manner.

VIII. Program administrative costs

Awardees will be allowed to use a total of up to 13 percent of their allocation for program administration costs. Costs incurred in COVID-19 response prior to the allocation may be eligible for reimbursement as per the CARES Act. Applicants will be asked to identify pre-agreement costs as part of the application budget.

IX. Pre-agreement costs

Costs incurred in COVID-19 response prior to allocation may be eligible for reimbursement as per the CARES Act so long as the Applicant has not already been reimbursed for such costs in connection with a prior CV1 award. Applicants will be required to identify pre-agreement costs. Pre-agreement costs not identified as part of the application budget will not be eligible for reimbursement. See the attached sample Standard Agreement for pre-agreement cost reimbursement terms.

X. Threshold Submittals and Program Requirements

- A city or county must be a non-entitlement jurisdiction and must not currently be party to an Urban County Agreement or participate in, or be eligible to participate in, the HUD-administered CDBG Entitlement program.

- The Activity applied for must be an eligible Activity as defined by 24 CFR §§ 570.201-203 and the CARES Act.

- The Activity must meet a CDBG national objective as defined by 24 CFR §570.483.

- The Applicant must provide the Department with its most recent single audit, if applicable. If the Applicant has open single audit findings (any findings, not just the Department, or federal program findings) and does not have a plan or agreement to remediate those findings, the Applicant will be deemed ineligible for funding through the state CDBG program until the findings are resolved or a remediation plan or agreement is established. Applicants exempt from single audit requirements must be on the official State Controller's Office Single Audit Status List in Appendix O.

- Pursuant to 24 CFR § 570.486, applications must follow CDBG Public Participation regulations as identified in the state's updated Citizen Participation Requirements for Federal Programs, Plans, and Reports. Applicants will be expected to provide opportunities for virtual meetings that include opportunities for the public to pose questions about the program and receive answers. Applicants will also be expected to meet, noticing and public information requirements for the program as per federal regulations and the Citizen Participation Requirements.
  As per HSC § 50829, the Applicant must submit a draft adopted Housing Element to the Department in accordance with the requirements listed in Government Code (GC) § 65580 et seq., most specifically GC § 65585. Failure to comply with the procedural requirements (i.e., GC § 65585) Housing Element law will invalidate the application for this NOFA and the Applicant will be deemed ineligible for funding through the state CDBG program, including CDBG-CV funding, until the Applicant has met procedural requirements. Applicants triggering the provision of HSC § 50830, must meet and document all pertinent requirements. See Appendix B for information on Housing Element status.

- The Applicant must certify that they have not enacted any growth controls that would render them ineligible for CDBG funding, as per certification in Appendix J Application Certifications.

- The Applicant must be in good standing with the Department as defined in Section VI of this NOFA.

- The Applicant must demonstrate compliance with Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 relocation requirements, as applicable.

- The Applicant must demonstrate compliance with Article XXXIV, as applicable.

- To reduce delays in the application review, award, and contracting processes, **Applicants are required to use the Department's *Sample Resolution of the Governing Body*.** For reference, please see Appendix D.

XI. Applications

A. Application Workshops

The Department will hold a general NOFA Workshop via webinar on January 7, 2021 and a Tribal Workshop for both non-federally and federally recognized tribes and their partners, via webinar on January 5, 2021. Please visit the Department's website at https://www.hcd.ca.gov/grants-funding/active-funding/cdbg.shtml to register.

Applicants are also **strongly encouraged** to review available webinars and training materials on the CDBG program in general, the CDBG Redesign, using the Grants Network portal, and preparing a CDBG program application in the Grants Network portal.

B. Application submission

Applicants must follow instructions in both this NOFA and the online application, including naming convention requirements. Failure to follow instructions will result in disqualification. If an instruction is unclear or if an Applicant has viewed available training and is still unsure how to proceed, please attend an "HCD CDBG/ESG Office Hour" to ask your question, or email the question to Department staff at CDBG@hcd.ca.gov. Applications disqualified due to failure to follow instructions will **not** be available for correction, and funding allocations will be re-allocated as per this NOFA.

The CDBG-CV application and all required attachments must be submitted to the Department through the Grants Network Portal located at https://portal.ecivis.com/#/login. Applications must include all required information to be submitted. Applicants must certify that all information is true and complete to the best of their knowledge, under penalty of perjury.

Applicants that do not have an account with Grants Network portal should log into the https://portal.ecivis.com/#/login. Use the "Create an account" option to initiate a profile.

Applications must meet all threshold and eligibility requirements upon submission. It is the Applicant's responsibility to ensure that the submitted application is clear, complete, and accurate. Department staff may request clarifying information and may request that applications be revised and resubmitted to help address eligibility and threshold issues prior to approving applications and issuing awards.

C. Disclosure of application

Information provided in the application will become public record available for review by the public pursuant to the California Public Records Act ("PRA") (GC § 6250 et seq.). As such, the Department may disclose any materials provided by the Applicant to any person making a request under the PRA. The Department cautions Applicants to use discretion in providing information not specifically requested, including, but not limited to, bank account numbers, personal phone numbers, home addresses, or other personally identify information. By providing this information to the Department, the Applicant is waiving any claims of confidentiality, and consents to the Department's disclosure of the Applicant's material upon receipt of a PRA request.

XII. Application review, approval and commitment process

A. Application review

All applications are required to pass threshold requirements. Applications that do not meet threshold will not be further reviewed and will be returned to a draft status for Applicant revisions. All applications will be reviewed for Activity eligibility. Activities that do not meet program eligibility will be returned to a draft status for Applicant revisions. Applicants will be given a timeframe to revise and re-submit the application. Timeframes will be based on the extent of necessary changes. Applicants that do not make requested changes in the given timeframe will have their allocation identified as unclaimed, and funding will be re-allocated as per Section VII. Funding Limits.

B. Recommendations

The Department will review applications and make award recommendations according to the above threshold criteria and the completeness of the application, including a clear COVID-19 nexus. Applicants that are recommended for awards will be contacted and provided with an opportunity to update project schedules or other date-dependent data that may have aged during the application review period. Applicants will officially be notified of awards through the Grants Network portal. Applicants should ensure that the appropriate contact information is included in applicant profiles to facilitate notifications of awards and requests for changes. The award notification will include instructions for accepting or declining the award, as well as an executable Standard Agreement. Applicants that are not recommended for awards will be notified through the Grants Network portal that their application has been returned to draft status for Applicant revision, as applicable.

C. Standard Agreements

Successful Applicants (Awardees) will enter into a Standard Agreement with the Department, a draft sample is included as Appendix K of this NOFA. The Standard Agreement contains all the relevant state and federal requirements, activity performance and management requirements, and disbursement requirements. A condition of award will be that a Standard Agreement must be executed by the Awardee within 30 days (contracting period) of the Awardee's receipt of the Standard Agreement(s). Failure to execute and return the Standard Agreement(s) to the Department within the contracting period will result in award cancellation. Award cancellations are final.

XIII. Awards announcement and grant implementation

The Department anticipates awards will be announced as applications are approved for funding.

XIV. Federal program requirements

A. Cross-cutting requirements

The CDBG-CV funding is administered under the general rules and regulations promulgated primarily in 24 CFR § 570.600, et seq. These primary regulations are known as the federal cross-cutting requirements and form the basis of the programmatic requirements. The Department incorporates all federal cross-cutting requirements into the state administered CDBG program, and the regulations in Part 570 are translated into required actions on the part of all Awardees of the state administered CDBG program, including CDBG-CV funds.

This following is a summary of the federal cross-cutting requirements:

1. Environmental Standards (based on National Environmental Policy Act of 1969 [NEPA])
2. Labor Standards (Davis-Bacon and related laws)
3. Achieving a HUD National Objective
4. Public participation requirements
5. Fair Housing and Affirmatively Furthering Fair Housing
6. Equal Opportunity and Non-Discrimination in federal Grant Programs
7. Federal Procurement Guidelines
8. National Flood Insurance Program compliance
9. Relocation and displacement requirements
10. Employment and Contracting Opportunities Section 3 compliance
11. Lead-based paint requirements
12. No use of debarred, ineligible, or suspended contractors or sub-recipients
13. Uniform Administrative Requirements and Cost Principles
14. Conflict of interest prohibitions

15. Compliance with the Architectural Barriers Act and the Americans with Disabilities Act

16. Compliance with Eligibility Restrictions for certain resident aliens

17. Federal reporting requirements

18. Grant and subrecipient monitoring requirements

B. Relocation Plan requirement

Awardees engaging in project-specific activities that may or will cause the temporary or permanent relocation and displacement of persons, property, or businesses must provide a project-specific relocation plan as part of the application. The plan must meet the standards established in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA). Awardees must successfully demonstrate that they have met URA requirements prior to the start of the project or displacement Activity. Applicants should include relocation costs in project budgets.

Awardees must provide General Information Notices to persons who may be displaced if the Activity in the grant application is funded. This plan must outline how the Awardee will enforce and manage the project's temporary relocation and displacement activities and estimate what relocation benefits will be required so those costs can be included in the project's development budget.

C. Article XXXIV compliance

Awardees engaging in low-income housing project activities that are subject to Article XXXIV of the California Constitution must show that the project approval process complies with Article XXXIV requirements as defined in the California Constitution, California state statutes, and applicable case law. The state statutes implementing Article XXXIV can be found at HSC § 37000, et seq.

D. Procurement

Pursuant to 24 CFR §570.489(g), all Awardees must comply with federal procurement requirements. The Department will review the Awardee's procurement documents for services (i.e., administrative sub-contractor, Davis-Bacon Act consultant, etc.) at time of monitoring.

Requirements for federal procurement can be found at 2 CFR §200.317-326. Awardees are responsible for meeting all federal procurement standards for goods and services funded through federal programs. Failure to meet procurement requirements may result in disqualification, recapture of federal funds, and debarment.

E. Application Certifications and Statement of Assurances

Applicants must sign and submit the Certifications and Statement of Assurances (Appendix J) with their application to meet threshold. Please review the Statement and confirm compliance with each requirement. Failure to comply with the certifications and assurances may result in disqualification, recapture of federal funds, and debarment.

City Council Staff Report

Department: PARKS AND COMMUNITY SERVICES | January 26, 2021

To: Mayor and City Council

From: Stephanie Hurtado, Parks and Community Services Director

Subject: Resolution No. 2021-04 Adoption of the 2020 Parks and Recreation Master Plan (SH)

RECOMMENDATION

Council to adopt Resolution No. 2021-04 approving the 2020 Parks and Recreation Master Plan.

EXECUTIVE SUMMARY

The 2020 Parks and Recreation Master Plan is complete and presented to the City Council for review and adoption. The 2020 Master Plan includes a comprehensive overview of the City's existing parks system and serves as a blueprint to help guide decisions for the growth, enhancement and management of Dinuba's park and recreation system over the next 10 plus years. The recommendations in the Master Plan are based on community and staff input.

OUTSTANDING ISSUES

None.

DISCUSSION

The City of Dinuba's Parks and Recreation Master Plan was last updated in 1992. These plans are typically updated every 10 years. Furthermore, as the City continues to see grow from new development staff thought it was a good time to update the 1992 Master Plan. Funding was budgeted in Fiscal Year 2019-2020 to prepare the update.

In February 2020, the City contracted with Conservation Technix to update the Parks and Recreation Master Plan following a request for proposals process. Conservation Technix worked closely with staff on the preparation of the plan. A key component of the plan includes community input through two on-line surveys in order to gain an understanding of what the residents thought about the existing park system and what types of facilities they would like to see developed in the future. The recommendations included in the plan reflect the community's preferences.

In addition to community engagement, the 2020 Master Plan includes an inventory and assessment of the City's existing park and recreation facilities in order to identify needed maintenance and repair, determine capacity to serve current and future residents, and plan for new parks and recreation facilities based on demand from projected population growth. From this analysis, a capital plan and implementation strategy was prepared that lays out a detailed program for addressing park and recreation facility needs for the next 10 plus years.

The 2020 Master Plan also includes a comprehensive set of goals that align with the National Recreation and Parks Association’s Three Pillars or core values based on Conservation, Health and Wellness, and Social Equity that aim to improve the quality of life for all residents. From these goals, the Parks and Recreation Department created a new mission statement that focuses on "Enriching the lives of the community" through parks and recreation.

The 2020 Parks and Recreation Master Plan is a culmination of several months of community input, evaluation and assessment of existing and future parks and recreation facility needs, and identification of new and enhanced facilities to accommodate projected population growth. The 2020 Master Plan will also help the City remain competitive for state and federal grants. A copy of the 2020 Parks and Recreation Master Plan in enclosed herein as Attachment 'A'.

Staff requests that the City Council adopt Resolution No. 2020-04 enclosed as Attachment 'B' approving the 2020 Parks and Recreation Master Plan.

FISCAL IMPACT

None.

PUBLIC HEARING

None.

ATTACHMENTS:

A. Parks and Recreation Master Plan
B. Resolution No. 2020-04 Adopting 2020 Parks & Recreation Master Plan



Dinuba Parks & Recreation Master Plan

December 2020

ACKNOWLEDGEMENTS

City Council

Armando Longoria, Vice Mayor, District 3
Kuldip Thusu, Mayor, District 4
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Consultants

CONSERVATION TECHNIX

Sierra Designs, inc
landscape architecture planning

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BENEFITS OF PARKS, RECREATION & OPEN SPACE

A number of organizations and non-profits have documented the overall health and wellness benefits provided by parks, open space and trails. The Trust for Public Land published a report in 2005 called *The Benefits of Parks: Why America Needs More City Parks and Open Space*. This report makes the following observations about the health, economic, environmental and social benefits of parks and open space:

- Physical activity makes people healthier.
- Physical activity increases with access to parks.
- Contact with the natural world improves physical and physiological health.
- Value is added to community and economic development sustainability.
- Benefits of tourism are enhanced.
- Trees are effective in improving air quality and assisting with stormwater control.
- Recreational opportunities for all ages are provided.



Physical Activity Benefits

Residents in communities with increased access to parks, recreation, natural areas and trails have more opportunities for physical activity, both through recreation and active transportation. By participating in physical activity, residents can reduce their risk of being or becoming overweight or obese, decrease their likelihood of suffering from chronic diseases, such as heart disease and type-2 diabetes, and improve their levels of stress and anxiety. Nearby access to parks has been shown to increase levels of physical activity. According to studies cited in a 2010 report by the National Park and Recreation Association, the majority of people of all ages who visit parks are physically active during their visit. Also, the Centers for Disease Control and Prevention (CDC) reports that greater access to parks leads to 25% more people exercising three or more days per week.



Social & Community Benefits

Park and recreation facilities provide opportunities to engage with family, friends, and neighbors, thereby increasing social capital and community cohesion, which can improve residents' mental health and overall well-being. People who feel that they are connected to their community and those who participate in recreational, community and other activities are more likely to have better mental and physical health and to live longer lives. Access to parks and recreational facilities has also been linked to reductions in crime, particularly juvenile delinquency.



Economic Benefits

Parks and recreation facilities can bring positive economic impacts through increased property values, increased attractiveness for businesses and workers (quality of life), and through direct increases in employment opportunities.

In California, outdoor recreation generated $92 billion (2017) in consumer spending, created 691,000 direct California jobs, generated $30.4 billion in wages and salaries and resulted in $6.2 billion in state and local tax revenue. According to the Outdoor Recreation Economy Report published by the Outdoor Industry Association, outdoor recreation can grow jobs and drive the economy through management and investment in parks, waters and trails as an interconnected system designed to sustain economic dividends for citizens.



1 Introduction & Overview

PURPOSE OF THE PLAN

The citywide Parks and Recreation Master Plan is an update to the 1992 Parks and Recreation Master Plan and incorporates community feedback conducted for this plan update. The 2020 Plan creates a vision for an innovative, inclusive and interconnected system of parks and open spaces that promotes recreation, healthy lifestyles and fiscal responsibility as integral elements of a thriving, livable Dinuba. The Plan will provide a blueprint for the growth, enhancement and management of Dinuba's park and recreation system.

The 2020 Parks and Recreation Master Plan considers the park and recreation needs of residents citywide and establishes a path forward for enabling, maintaining and enhancing high-quality parks and recreational opportunities. It provides updated inventories, demographic conditions, needs analysis, management considerations and capital project phasing. It updates the City's policies, practices and projects and sets a long-range vision for the City with clear action items and strategies for implementation for the next 20 years.

The Parks and Recreation Master Plan is intended to guide City elected and appointed officials, management and staff when making decisions or taking actions regarding planning, acquiring, developing or implementing parks, open space or recreational facilities and programs. The recommendations in this Plan are based on community input, evaluations of the existing park system, site development and operations, and fiscal considerations. The Plan is intended to be updated periodically to remain current with local interests and position the City for state-based grants.

PLANNING PROCESS

The Parks and Recreation Master Plan reflects the community's interests and needs for park and recreational facilities, amenities and programming. The planning process encouraged and enabled public engagement in the choices, priorities and future direction of the City's park and recreation system. The Plan project team conducted a variety of public outreach activities. Community members expressed their interests through an online survey and online engagement.

In addition to community engagement, the actions identified in this Plan are based on:

- An inventory and assessment of the City's existing park and recreation facilities to establish the current performance of the system and to identify needed maintenance and capital repair and replacement projects,
- A level of service and walkability assessment to quantify the system's ability to serve both current and future residents.
- An overarching needs analysis to assess current demands and forecast future demand accounting for population growth.

To guide the implementation of the goals of the Plan, a capital facilities plan was developed with a set of strategies that identified costs and potential funding sources. Together, this process is represented in this planning document, which will guide park and recreation service delivery for the next 20 years.

VISION, MISSION, VALUES

Guided by Values

Dinuba's City Council adopted its most recent annual budget in June 2020, and it reinforced the vision, values and priorities for the City's future.

Core Values

The goal of "Together, A Better Community" is achieved by employees working together as an organization and with the community providing services which can be most appropriately provided by local government; achieving goals established by the residents and elected officials; and maintaining order, improving quality of life, and protecting the overall interest of the community.

City Council Strategic Goals

The City Council adopted three-year Strategic Goals in 2015. These are broken down into six general goals with supporting objectives and strategies for each. The six goals are:

- Goal #1: Fiscal Health of Community
- Goal #2: Quality of Life and Neighborhood Improvements
- Goal #3: Capital Projects and Delivery
- Goal #4: Maintaining Organizational Capacity for Service Delivery and Goal Accomplishment
- Goal #5: Community Engagement
- Goal #6: Update Mission Statement to "Enriching the lives of the community"

Within the 19 objectives, the Parks & Community Services Department was assigned to 14 strategies to pursue in support of the noted City Council goals.

Parks & Community Services Department Mission Statement

Enriching the lives of the community.

PARK & RECREATION SYSTEM OVERVIEW

The Dinuba Parks & Community Services Department is responsible for providing recreational and leisure programs and activities for all age groups, as well as sponsoring special events through the year and managing rentals of recreational facilities. The department manages a system of 15 parks that include 75 acres of active use parks and open space, in addition to three indoor recreation centers (Sportsplex, Recreation Center and Senior Center). The department has 10.25 full-time equivalent employees in six service areas.

- Park Services: To provide the community with clean, well-groomed park grounds and open spaces; regular maintenance of existing facilities; leadership in the acquisition of land and design and development of new parks and open spaces.
- Youth Services: To provide all participants a fun and safe environment to learn and explore through homework assistance, teamwork, sports, crafts, clubs, field trips with equal opportunity.
- Sports Services: To strive to create a positive experience for the child, as well as for the sporting accomplishment, and foster the emotional and physical development of the child - recognizing that the competitive aspects of the sport activity should come secondarily.
- Sportsplex: To provide an indoor recreation space that enhance the community by promoting health and wellness through different types of sports and activities.
- Senior Center: To provide Seniors in the community a safe place to enjoy fellowship with peers, exercise their talents and abilities through arts and crafts, and serve others who require assistance.
- Special Events: To assist in the growth and development of Dinuba. Encourage community engagement and attract visitors. To provide the community with opportunities to participate, educate and enjoy themselves.

Recent Accomplishments

The following represents a short list of the major accomplishments realized since the adoption of the 1992 Plan.

- Partnered to expand youth programs and sports
- Developed and operated the Dinuba Sportsplex and developed the skatepark
- Expanded community special events
- Renovated Gregory Park
- Developed Entertainment Plaza
- Developed several parks, including K/C Vista Park, Nebraska Park, Centennial Park and the Ruiz Park Strip
- Master planned Viscaya Park

In just the prior year, the City continued to enhance its facilities and offerings and accomplished the following:

- Held July 4th Fireworks Show at the Ridge Creek Golf Course with over 8,000 attending
- Held after school programs at 5 school sites with over 300 student served
- Served 7,600 lunches at the Senior Center
- Coordinated introduction of a variety of leisure programs for all age groups (e.g., Zumba, ceramics, yoga, boxing and taekwondo)
- Negotiated new lease with VDA, Inc. for use of College Park Recreation Center as an early child care center providing learning opportunities to a total of 56 children, ages 1 to 5
- Received grants for fitness equipment at Rose Ann Vuich Park and new restrooms at Entertainment Plaza
- Installed 9-hole disc golf course at K/C Vista Park
- Replaced baseball field lighting with LED lights at Roosevelt Park
- Conducted community outreach meetings for the design of the Viscaya Neighborhood Park
- Received donation of 22 trees from Tree Fresno and planted them at several city parks

Guiding Documents

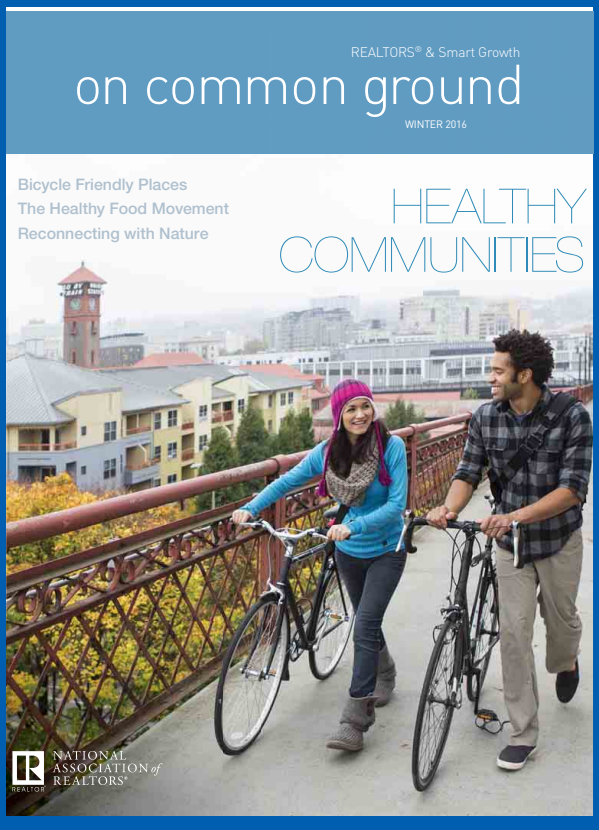
This Parks and Recreation Master Plan is one of several documents that comprise Dinuba's long-range planning and policy framework. Past community plans and other relevant documents were reviewed for policy direction and goals as they pertain to the provision and

From the winter 2015 issue of the National Association of Realtors (NAR) magazine, the direct link between how communities are built and grow is tied to health and quality of life. More walkable and bike-able environments with better access to nature and parks have become essential for personal well-being and needs to be integrated into community planning. The NAR articles identify walkable communities as a prescription for better health.

Even the U.S. Surgeon General sounded a call to action challenging communities become more walkable to allow more Americans to increase their physical activity through walking. The Center for Disease Control and its Healthy Community Design Initiative focuses on walkability and the need to better integrate into transportation planning.

The NAR magazine issue also reported on the value of bicycle-friendly communities and the direct tie to healthy and sustainable living. Access to healthy, locally-grown food choices is reported with the value of community gardens and urban food hubs for healthy diets, as well as connection to community engagement.

Realtors have long been aware that housing near a good system of parks and trails will hold strong appeal to buyers. The winter NAR issue illustrates the recognition that community design for healthy living goes beyond the single house location. People want choices, and these healthy community design traits of walking, biking, trails and parks all play an important role in housing prices, sales and re-sales.



planning for parks, recreation and trail opportunities across Dinuba. The development of each plan or study involved public input and adoption by their respective responsible legislative body. The following list of plans was reviewed for past policy guidance, and summaries for each appear in Appendix D.

- City of Dinuba General Plan (2015)
- City of Dinuba Parks & Recreation Master Plan (1992)
- City of Dinuba 2020-2024 Capital Improvement Plan
- City of Dinuba Development Impact Fee Study (2015)
- City of Dinuba Pedestrian and Bicyclist Safety and Connectivity Study (2019)
- Tulare County General Plan

COMMUNITY ENGAGEMENT

Community engagement and input played an important role in establishing a clear planning framework that reflects current community priorities. Although the planning process occurred during the Covid-19 pandemic, numerous efforts were made to connect with the community, seek their input and provide information about the project. Public outreach methods included:

- Community-wide survey
- Meetings with City Council
- City of Dinuba website with plan information and contact opportunities

Community Survey

A community-wide, online survey was conducted to assess the recreational needs and priorities of Dinuba residents in the summer of 2020. Overall, 162 responses were completed from the online link published on the City's website and promoted via multiple City Facebook posts and with flyers at city facilities. The survey measured current levels of satisfaction and which facilities were more used by residents. Residents were asked about future improvements and the types of recreational amenities they'd like to see added to the park system.

City Council Work Sessions

The park planning effort was presented at three City Council work sessions to explore Council members' thoughts and directions for the parks and recreation system. The first session occurred in September 2020, and the Council was provided highlights from the community survey. A second session occurred in November 2020, and the Council reviewed and discussed project priorities provided their perspectives on parks and recreation offerings and opportunities. The third session occurred in December 2020 to review the draft plan and consider the plan for adoption.

Other Outreach

In addition to the direct outreach opportunities described above, the Dinuba community was informed about the planning process through a variety of media platforms. The following methods were used to share information about the project and provide opportunities to participate and offer their comments:

- City website home page
- Project website
- Social media: Facebook

CONTENTS OF THE PLAN

The remainder of the Dinuba Parks and Recreation Master Plan is organized as follows:

- Chapter 2: Community Profile – provides an overview of the City of Dinuba and its demographics.
- Chapter 3: Goals & Objectives – provides a policy framework for the parks and recreation system grouped by major functional or program area.
- Chapter 4: Classifications & Inventory – describes the existing park and recreation system.
- Chapters 5: Needs Assessment – discusses survey results and recreation trends and provides context to the identification of potential park and recreation system enhancements.
- Chapter 6: Capital Planning – details a 10-year program for addressing park and recreation facility enhancement, maintenance or expansion projects.
- Chapter 7: Implementation – describes a range of strategies and alternatives to consider in the implementation of the Plan.
- Appendices: Provides technical or supporting information to the planning effort and includes a summary of the community survey, stakeholder notes, funding options, among others.



2 Community Profile

Location

Dinuba is a small city of approximately 3.4 square miles located in Tulare County, California, between Route 99 and the Sierra Nevada mountain range. The city consists of single family residential neighborhoods and a downtown business core centered on E Tulare Street. It is bisected by BNSF railroad tracks, with multiple large distribution and manufacturing centers located on the west side and primarily residential neighborhoods to the east. The city is surrounded by agricultural fields and offers easy access to the larger cities of Fresno, located about 25 miles to the northwest, and Visalia, about 15 miles to the south. The city is also within a two hour drive to Sequoia National Park and the other parks of the Sierra National Forest.

History

The land around Dinuba was originally settled by numerous Native American tribes, including tribes of the Yokuts and Western Mono or Monache. Native resident settled along the rivers of what is now Tulare County, hunting, gathering and trading for centuries. After a series of unfortunate events, the population was forced to relocate to a number of reservations across the San Joaquin Valley.

The City of Dinuba was originally known as Sibleyville, after John Sibley, a local engineer who, along with W.D. Tuxbury, donated much of the land for the original town site to the improvement company for the Southern Pacific Railroad in the late 1800s. Sibleyville developed around a railroad depot for the Southern Pacific Railroad, which began operation in 1888. The City was then incorporated as Dinuba in 1906.

In the 20th century, Dinuba grew steadily as its agricultural sector grew – its population increased from just over 6,000 residents in 1960 to nearly 26,000 today. The City's Hispanic and Latinx population has also grown over the past half-century, mirroring trends across California.

In 1990, Ruiz Foods, now the city's largest employer, relocated to Dinuba. More recently, the Best Buy West Coast Distribution Center, Walmart Super Center were built providing new employment opportunities.

Some of Dinuba's history has been preserved in various local museums and landmarks, including the Alta District Museum, Reedley Museum, Watsons Antique Farm Museum, Sanger Depot Museum, and Vietnam War Veteran's Memorial Wall.

DEMOGRAPHIC PROFILE

Dinuba is a city of nearly 26,000 residents located in Tulare County. While the city has grown steadily for the last half century, its population is expected to grow slowly over the coming decades – reaching approximately 26,400 people in 2042. The city has a youthful population and is home to many families with children. Most residents identify as Hispanic or Latinx. On average, residents generally have lower levels of education and income than statewide residents. Most employed residents work in agriculture, education, health care, retail and manufacturing.

Figure 1. Population Characteristics: Dinuba, Tulare County, and California

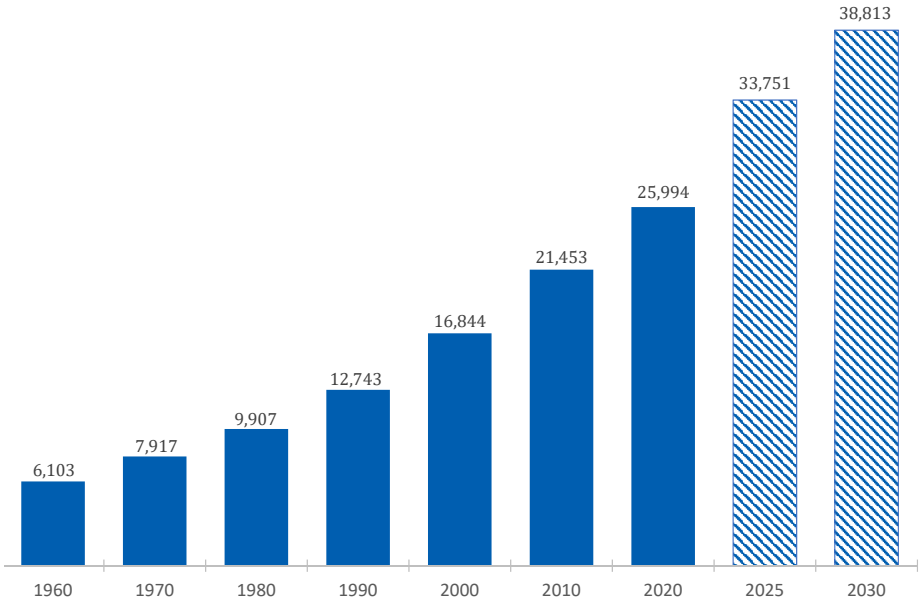
Demographics	Dinuba	Tulare County	California
Population Characteristics			
Population (2020)	**25,994**	479,977	39,782,870
Population (2010)	**21,453**	442,179	37,253,956
Population (2000)	**16,844**	368,021	33,871,648
Percent Change (2010-20)	**21.2%**	8.5%	6.8%
Persons w/ Disabilities (%)	**9.5%**	12.1%	10.6%
Household Characteristics (2014-18)			
Households	**6,073**	136,106	12,965,435
Percent with children	**54.3%**	45.6%	34.8%
Median Household Income	**$42,145**	$47,518	$71,228
Average Household Size	**3.9**	3.34	2.96
Average Family Size	**4.14**	3.81	3.54
Owner Occupancy Rate	**50.1%**	56.2%	54.5%
Age Groups (2014-2018)			
Median Age	**27.3**	31	36
Population < 5 years of age	**10.2%**	8.4%	6.3%
Population < 18 years of age	**35.0%**	31.2%	23.2%
Population 18 - 64 years of age	**56.6%**	57.9%	63.2%
Population > 65 years of age	**8.4%**	10.9%	13.6%

Sources: California Department of Finance Population Estimates, 2020
U.S. Census, 2000 Census, 2010 Census, 2014-2018 American Community Survey

Population

The City of Dinuba has grown at a steady rate of about 2.5% to 3% per year on average for the past half century, see Figure 2. The city is currently home to approximately 26,000 residents (2020). The Dinuba General Plan forecasts that Dinuba's population will grow to be approximately 38,813 by 2030, representing between 2.5% and 3% annual growth. By comparison, the California Department of Finance, which produces population and economic forecasts for counties throughout the state, projects that Tulare County will grow by about 0.57% annually over the same period. Dinuba currently makes up about 5% of the total population of Tulare County.

Figure 2. Population – Actual and Projected: 1970 - 2030



Age Group Distribution

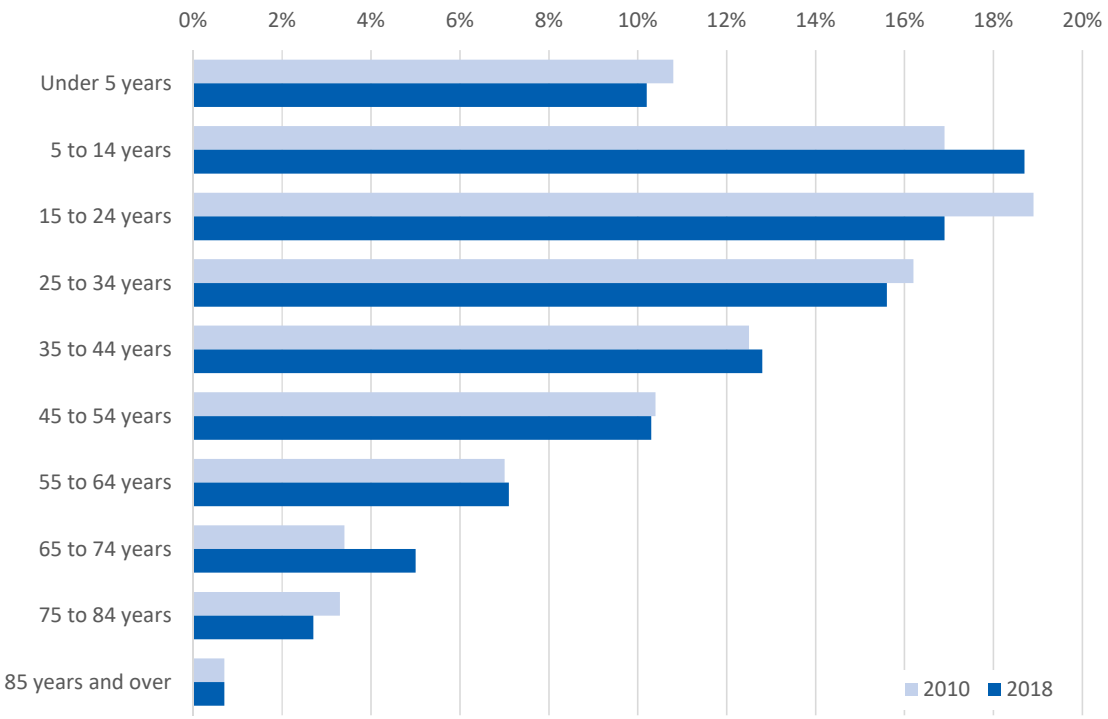
The City of Dinuba's population has a median age of 27.3 (2018), which is much younger than the median age of Tulare County residents (31) and Californians generally (36). Youth under 20 years old make up the city's largest 20-year population group, comprising 39% of the overall population in 2018. This has important implications for park and recreation needs.

- Youth under 5 years of age make up 10% of Dinuba's population, see Figure 3. This group represents users of preschool and tot programs and facilities, and as trails and open space users, are often in strollers. These individuals are the future participants in youth activities.
- Children 5 to 14 years make up current youth program participants. Approximately 19% of the city's population falls into this age range.
- Teens and young adults, age 15 to 24 years, are in transition from youth program to adult programs and participate in teen/young adult programs where available. Members of this age group are often seasonal employment seekers. About 17% percent of Dinuba's residents are teens and young adults.

While over four in ten residents are under 24 years of age, 39% are 25 to 54 year olds, and 15.5% are 55 and older.

- Adults ages 25 to 34 years are key users of adult programs. Approximately 16% of residents are in this age category. These residents may be entering long-term relationships and establishing families. Over half of Dinuba's households are families with children.
- Adults between 35 and 54 years of age represent users of a wide range of adult programs and park facilities. Their characteristics extend from having children using preschool and youth programs to becoming empty nesters. This age group makes up 23% of the city's population.
- Older adults, ages 55 years plus, make up approximately 16% of Dinuba's population. This group represents users of adult and senior programs. These residents may be approaching retirement or already retired and may be spending time with grandchildren. This group also ranges from very healthy, active seniors to more physically inactive seniors.

Figure 3. Age Group Distributions: 2010 & 2018



Race & Ethnicity

In 2018, Dinuba was 76% White, 2% Asian, less than 1% Black or African American, American Indian, Alaskan Native, Native Hawaiian or Pacific Islander, 18% some other race, and 2.5% from two or more races. Approximately 87% of people identified as Hispanic or Latinx of any race[1]. Dinuba is significantly larger Hispanic and Latinx community than Tulare County (64%) or the state (39%).

According to the 2018 American Community Survey, approximately 70% of Dinuba's residents speak a language other than English at home – predominantly Spanish . This is a higher percentage of people who speak a language other than English at home than in Tulare County as a whole (51%).

1 US Census considers race and Hispanic origin to be two separate and distinct concepts. Hispanics and Latinos may be of any race. Thus, the percent Hispanic should not be added to percentages for racial categories.

The City should make sure it provides recreational opportunities, programs and information that are accessible to, and meet the needs of, all community members.

Household Characteristics

In 2018, the average household in Dinuba was home to 3.9 people, higher than the average household in the county (3.34) and state (2.96). The average family size was larger, at 4.14 people. Of the 6,073 households in the city, over half (54%) were families with children under 18, and 12% were individuals living alone.

Employment & Education

Dinuba's economy centers on agricultural production and approximately 23% of residents work in agriculture and related industries. Major crops include cotton, nuts, vegetables, stone fruit and grapes. Notably, the area produces approximately 40% of the world's raisins. Ruiz Foods, a frozen Mexican food manufacturer, is the city's largest employer.

Other employment sectors include education, health care and social services, which employ 17% of working residents; retail (11%), and manufacturing (10%). Major businesses include Best Buy Distribution, Patterson Logistics, Walmart and Ed Dena's GM Auto Center.

In 2018, the work force population (16 years and over) of Dinuba was 16,374 people (69% of the city's total population). Of this population, 62% of residents are in the labor force, 8% are unemployed, and 38% are not in the labor force. Similar percentages of residents are employed or looking for work in Dinuba as in California as a whole, however the unemployment rate in the City is twice the state rate.

According to the 2018 American Community Survey, approximately 30% of Dinuba residents over age 25 have a high school degree or higher, while 27% have completed less than a 9th grade education. Approximately 8% of Dinuba residents over age 25 have a Bachelor's degree or higher and 31% have some college education. This level of education attainment is lower than that of Tulare County and the state (in which 44% and 62% of residents have some college, respectively).

Income & Poverty

A community's level of household income can impact the types of recreational services prioritized by community members as well as their willingness and ability to pay for recreational services. Perhaps more importantly, household income is also closely linked with levels of physical activity. Low-income households are three times more likely to live a sedentary lifestyle than middle and upper-income households, according to an analysis of national data by the Active Living by Design organization.

At $42,145, the median household income in Dinuba is slightly lower than that of Tulare County generally ($47,518) but nearly $30,000 less than the median across California.

Higher income households have an increased ability and willingness to pay for recreation and leisure services, and often face fewer barriers to participation. Approximately 26% percent of City households have household incomes in the higher income brackets ($75,000 and greater), significantly more than across the state (48%).

Approximately 25% percent of Dinuba households earn less than $25,000 annually, similar to percentages across Tulare County (26%) but more than across the state (18%). In 2018, 22% of the city's families were living below the poverty level, or $25,100 for a family of four. This percentage is similar to the level countywide (approximately 21%) about double statewide (10%) levels. Poverty affects 35% of youth under 18 and 12% of those 65 and older.

Lower-income residents can face a number of barriers to physical activity including poor access to parks and recreational facilities, a lack of transportation options, a lack of time, and poor health. Low-income residents may also be less able financially able to afford recreational service fees or to pay for services, like childcare, that can make physical activity possible.

Persons with Disabilities

The 2018 American Community Survey reported 9.5% (2,270 persons) of Dinuba's population 5 years and older as having a disability that interferes with life activities. This is lower than county and state averages (12% and 10.6% respectively). Among residents 65 and older, the percentage rises to 34%, which is lower than the percentage found in the general senior population of the Tulare County (43%). The City of Dinuba should consider community needs for inclusive parks, recreational facilities, and programs. Planning, designing, and operating a park system that facilitates participation by residents of all abilities will also help ensure compliance with Title III of the Americans with Disabilities Act.

Health Status

Residents of Tulare County tend to be less healthy than residents across the state – the County ranks 53rd of 58 counties in overall health according to the County Health Rankings. Tulare County also ranks near the bottom of California counties for health outcomes, including length and quality of life, and health factors (such as health behaviors, clinical care, social and economic factors, and the physical environment).

Approximately 37% of Tulare County adults are overweight or obese, compared to 24% of Californian adults. About 27% of Tulare County adults age 20 and older report getting no leisure-time physical activity – higher than the statewide average of 18%. This may be due, in part, to the relative lack of places to participate in physical activity, including parks and public or private community centers, gyms or other recreational facilities. Approximately 60% of residents in Tulare County have access to adequate physical activity opportunities, which is much lower than the 93% average for all California residents.



3 Goals & Objectives

The goals and objectives described in this chapter define the park and recreation services that Dinuba aims to provide. These goals and objectives were derived from input received throughout the planning process and from city staff.

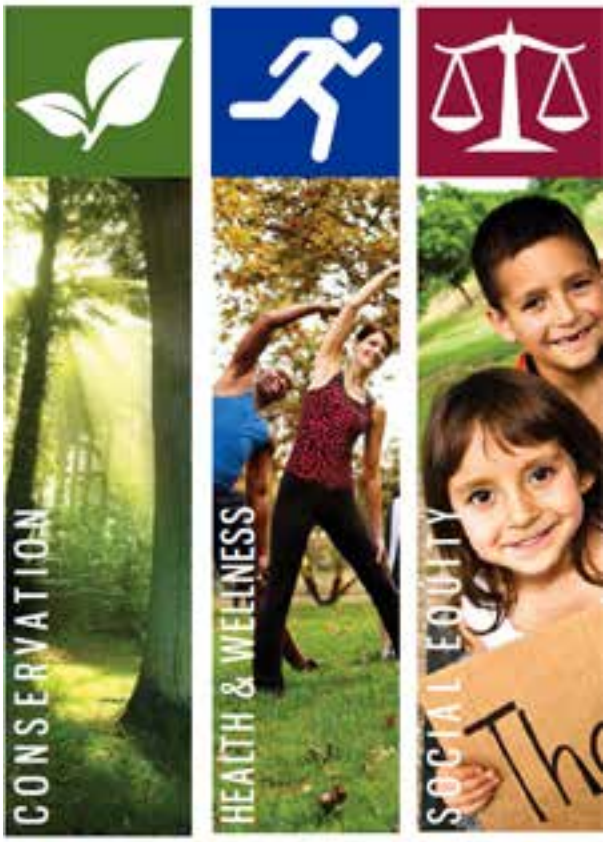
Goals & Objectives

Taken together, the goals and objectives provide a framework for the city-wide Parks and Recreation Master Plan. A goal is a general statement describing an outcome the City wishes to provide. Goals typically do not change over time unless community values shift. Objectives are more specific, measurable statements that describe a means to achieving the stated goals. Objectives may change over time. Recommendations are specific actions intended to implement and achieve the goals and objectives and are contained in other chapters of the Plan.

The Plan's goals align with the National Recreation and Parks Association's *Three Pillars*, which are foundational concepts adopted by the national organization in 2012. These core values (below) are crucial to improving the quality of life for all Americans by inspiring the protection of natural resources, increasing opportunities for physical activity and healthy eating, and empowering citizens to improve the livability of their communities.

- Conservation – Public parks are critical to preserving our communities' natural resources and wildlife habitats, which offer significant social and economic benefits. Local park and recreation agencies are leaders in protecting our open space, connecting children to nature and providing education and programs that engage communities in conservation.

- Health and Wellness – Park and recreation departments lead the nation in improving the overall health and wellness of citizens, and fighting obesity. From fitness programs, to well-maintained, accessible, walking paths and trails, to nutrition programs for underserved youth and adults, our work is at the forefront of providing solutions to these challenges.
- Social Equity – We believe universal access to public parks and recreation is fundamental to all, not just a privilege for a few. Every day, our members work hard to ensure all people have access to resources and programs that connect citizens, and in turn, make our communities more livable and desirable.



The following goals and policies support the City's vision and planning for its parks and open space system



PARKS & OPEN SPACE

Goal 1: Provide an inclusive, diversified system of parks and open spaces that delivers a variety of active and passive recreational opportunities and reflects the community's changing recreational needs.

Objectives

1.1 As funding allows, pursue acquisition and development of sites for passive and active, organized and informal recreation opportunities that accommodate a variety of users and activities with a focus on underserved areas of the City, to the following guidelines:

- 1.1A Provide a parks service standard of 5 acres per 1,000 persons, which may include school district property available through cooperative agreements.
- 1.1B Park facilities should be provided in each quadrant of the City and should be within a ¼-mile walking distance of most residents.

1.2 Identify and prioritize lands for inclusion in the parks system based on factors such as contribution to level of service, connectivity or recreational opportunities for residents.

1.3 Consider the acquisition of additional neighborhood parklands in areas with a noted deficiency and where redevelopment is unlikely in the foreseeable future to fill existing distribution gaps and provide equitable access to active parklands.

1.4 Improve the park system through a balance between revitalization of existing facilities, parkland acquisition and development of new parks.

1.5 Provide an appropriate ratio of passive and active uses in each park type, and provide active recreation facilities in multiple locations in the city to accommodate community needs.

1.6 Where possible, acquire and develop parks in conjunction with school property to create a larger combined open space and recreation facility and to reduce the costs for parks and recreation facilities.

1.7 Where possible, develop parks in conjunction with existing and future drainage basins to create a larger combined open space along with additional space for active and passive recreation.

1.8 Protect parks from intrusion by other uses and designate areas for future park sites through zoning or the specific plan process.

1.9 Coordinate with private development for the siting and development of parklands in deficient areas, as identified in this Plan.



TRAILS & PATHWAYS

Goal 2: Develop a network of shared-use trails and bicycle and pedestrian corridors to enable connectivity between parks, neighborhoods, commercial areas and other destinations.

Objectives

2.1 Support coordinated implementation of the Pedestrian and Bicycle Plan in partnership with Public Works and Planning & Development Developments to provide a comprehensive pedestrian and bicyclist network.

2.2 Coordinate with the City of Reedley to connect the Dinuba city-wide bicycle/pedestrian trail system with a similar path system in Reedley.

2.3 Integrate the siting of proposed trail segments into the development review process; require development projects along designated trail routes to be designed to incorporate trail segments as part of the project.

2.4 Work with local agencies, utilities and private landholders to secure trail access and rights-of-way for open space for trail connections.

2.4 Utilize existing or future railroad right-of-way and water courses, such as Traver Creek, to expand the bicycle/pedestrian path system, where feasible.

2.5 Develop clear and consistent wayfinding signage and information materials for regional bike routes, trails and associated facilities.

2.6 Provide trailhead accommodations, especially along major trail and walking routes, to include parking, wayfinding signage, benches, restrooms and other amenities.

2.7 Support the installation of bicycle parking racks at public and private places of assembly such as parks, schools, office buildings, churches, and retail commercial developments.

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RECREATION & EVENTS

Goal 3: Offer a diverse array of recreational activities and programs that promotes the health and well-being of residents of all ages, abilities and interests.

Objectives

3.1 Provide recreation programs that meet the needs of children, adults and senior citizens in the City.

3.2 Consider local needs, recreational trends and changes in demographics to meet the needs of diverse users, including under-served residents who may have limited access to recreation.

3.3 Provide recreation programs that complement services provided by other organizations, such that unfulfilled needs are met in a self-sustaining and fiscally-responsible manner.

3.4 Leverage City resources by forming and maintaining partnerships with other public, non-profit and private recreation providers to deliver recreation services and events.

3.5 Where a county-wide recreation need is demonstrated in an area adjacent to the City, cooperative park development programs shall be encouraged on a cost-sharing basis. Joint power agreements between Dinuba and County agencies may be developed to implement such parks with financial aid management obligations in proportion to each agency's responsibilities.

3.6 Promote, sponsor and/or partner for community events, family programs, educational activities, and other social events that serve general and special populations of the community and foster civic pride.

3.7 Consider the development of recreation facilities and specialized venues that generate revenues to offset the cost of their operation and maintenance.

3.8 Explore opportunities to use existing and new sports fields most efficiently, such as through multi-use design, lighting and effective scheduling.



MAINTENANCE & OPERATIONS

Goal 4: Maintain and operate a modern, efficient park system that provides a high level of user comfort, safety and aesthetic quality, and protects capital investments.

Objectives

4.1 Enhance maintenance programs that protect public property, preserve its value, and ensure its intended function or use, life expectancy, safety, security and appearance.

4.2 Maintain an inventory of assets and their condition; update the inventory as assets are added, updated or removed from the system and periodically assess the condition of park and recreation facilities and infrastructure.

4.3 Improve existing parks for the purpose of reducing maintenance cost, water use, improving safety and aesthetics.

4.4 Design and maintain parks and facilities to offer universal accessibility for residents of all physical capabilities, skill levels and age as appropriate; in compliance with the Americans with Disabilities Act (ADA) Standards for Accessible Design.

4.5 Balance the development of recreation facilities and amenities across different park sites based on community need and the capacity of each park site.

4.6 Provide lighting for extended hours of use of active community sports facilities when it does not conflict with adjacent land uses.

4.7 Maximize the multiple-use aspects of stormwater detention facilities, utility easements, etc., such that these sites serve dual roles for water detention and dry-season recreation.

4.8 Standardize the use of graphics and signage to establish a consistent identity at all parks and facilities.

4.9 Maintain a revolving replacement fund for capital repairs and replacements over time.

4.10 If a subdivision, site plan, general amendment or rezoning is proposed on land which is designated for potential park use, prior to entitlements, permits or other approvals, the City Council shall determine the feasibility of accelerating public acquisition of the property, or re-designate alternative areas.

4.11 When a site designated for a park is part of a subdivision map, the City may require the subdivider to dedicate the park area and prepare plans for its phased development, consistent with this Plan and the General Plan.

4.12 Require plan review, final inspection and acceptance (including as-built drawings) of all developer-provided park projects installed per City guidelines and standards.



PARTNERSHIPS

Goal 5: Pursue and maintain effective partnerships and provide volunteer opportunities to support the parks and recreation system.

Objectives

5.1 Seek public/private agreements to help offset operations and maintenance of park system facilities or the operational cost of providing recreational programs, where appropriate.

5.2 Continue to partner with public, private and non-profit providers, such as organized sports leagues, to plan for projects and expand specialized facilities.

5.3 Explore partnership opportunities with regional health care providers and services, such as Advantis Health, Kaweah Delta and the Tulare County Health & Human Services Department, to promote wellness activities, healthy lifestyles and communications about local facilities and the benefits of parks and recreation.

5.4 Support the establishment of public non-profit corporations or foundation with the purpose of promoting and supporting City park and recreation services and facilities.

5.5 Encourage and promote volunteer park enhancement and beautification projects from a variety of individuals, service clubs, school groups, churches and businesses.



ADMINISTRATION & MANAGEMENT

Goal 6: Provide leadership and fiscal responsibility in the management of the park and recreation system.

Objectives

6.1 Involve residents and stakeholders in park and recreation facility planning, design and recreation program development to solicit community input, facilitate project understanding and build public support.

6.2 Consider the formation of a Parks and Recreation Commission or Board as a City advisory body and a forum for public discussion of park and recreation issues.

6.3 Continue to provide sufficient financial and staff resources to maintain the overall parks and recreation system to high standards.

6.4 Maintenance costs should be within the City's financial ability. Where necessary, the City may require the developer to establish financing mechanisms.

6.5 Aggressively seek State, Federal and local grants to improve and enhance City recreation services and facilities.

6.6 Consider and pursue alternative funding options and dedicated revenues for parks, facilities and programs to include private donations, partnerships, sponsorships, dedicated local taxes and local bonds or levies.

6.7 Consider developing additional rental facilities, such as reservable picnic areas or sports fields, to meet community needs and generate additional operating resources.

6.8 Update fees and charges periodically for park facilities and recreation programs.

6.9 Promote professional development opportunities that strengthen the core skills and commitment from staff and key volunteers, to include trainings, materials and/or affiliation with the National Recreation & Park Association (NRPA) and the California Park & Recreation Society (CPRS).

6.10 Prepare, publish and promote a park and recreation facilities map for online and print distribution to highlight existing and proposed sites and improvements.

6.11 Update the Parks and Recreation Master Plan every ten years to ensure facilities and services meet current and future community needs and to implement the General Plan.



4 Classifications & Inventory

This chapter is segmented into two sections. The first section defines the various facility classifications in use in Dinuba, and the second is an inventory of existing facilities.

PARK CLASSIFICATIONS

Parkland is classified to assist in planning for the community's recreational needs. The Dinuba park system is composed of a hierarchy of various park types, each offering recreation and/or natural area opportunities. Separately, each park type may serve only one function, but collectively the system will serve the full range of community needs. Classifying parkland by function allows the City to evaluate its needs and to plan for an efficient, cost effective and usable park system that minimizes conflicts between park users and adjacent uses. The classification characteristics are meant as general guidelines addressing the intended size and use of each park type.

As a growing city, the classifications are intended to provide a framework regarding the usage and utility of existing and future sites. Dinuba does not currently have properties that fall within each classification. The following five outdoor recreation classifications are in effect in Dinuba and are defined as follows.

- Community Parks
- Neighborhood Parks
- Mini Parks
- Special Use Facilities
- Open Space

Community Parks

Community parks are larger sites developed for organized play, contain a wider array of facilities and, as a result, appeal to a more diverse group of users. Community parks are generally six to 40 acres in size, should meet a minimum size of 8 acres when possible and serve residents within a one to three mile drive, walk or bike ride from the site. Community parks can also serve as local neighborhood parks for their immediate areas, and they may be connected to schools or other community facilities. Community parks are generally located on or adjoining a collector street and may also be connected with a trail system.

In general, community park facilities are designed for organized or intensive recreational activities and sports, although passive components such as pathways, picnic areas and natural areas are highly encouraged and complementary to active use facilities. Developed community parks typically include amenities such as water play, court sports (basketball, tennis, pickleball), covered activity areas, soccer and/or baseball fields and bike and walking trails. Since community parks serve a larger area and offer more facilities than neighborhood parks, parking and restroom facilities should be provided.

Neighborhood Parks

Neighborhood parks are generally developed for a range of activities meant to be within walking distance of residential neighborhoods. They are small park areas designed for unstructured, non-organized play and limited active and passive recreation. They are generally one to five acres in size, depending on a variety of factors including neighborhood need, physical location and opportunity.

Neighborhood parks are intended to serve residential areas within close proximity (generally up to ½-mile walking or biking distance) of the park and should be geographically distributed throughout the community. Access to neighborhood parks is mostly pedestrian, and park sites should be located such that people living within the service area can reach the park safely and conveniently. Park siting and design should ensure pedestrians do not have to cross a major arterial street or other significant natural or man-made barrier to get to the site, unless safe crossings are provided. Neighborhood parks should be located along road frontages to improve visual access and community awareness of the sites. Connecting and frontage streets should include sidewalks or other safe pedestrian access. Additionally, street plans should encourage maximum connectivity and public access to park sites.

Generally, developed neighborhood parks typically include amenities such as pedestrian paths, picnic tables, benches, play equipment, a multi-use open field for informal play, sport courts or multi-purpose paved areas and landscaping. Restrooms may be provided where feasible. Since neighborhood parks are meant to be within walking distance, parking is not always provided; however, on-street, ADA-accessible parking stall(s) may be available.

School grounds play a role in Dinuba's overall park system, and they can serve as proxies for neighborhood parks in some cases. While school sites may offer an open field or play equipment, daytime access is restricted by school use and limited for security concerns. School facilities do provide access to recreational opportunity, but that access is limited and priority is given to the student population.

Mini Parks

Mini parks are small parks, less than ½-acre in size and are often designed as play lots to serve nearby young children and their parents. Mini parks are the smallest park classification and are used to address limited or isolated recreational needs. These parks serve a limited radius (generally up to ¼-mile) from the site and provide passive and play-oriented recreational opportunities. Amenities are usually limited to small playground facilities, small open grass areas, and minimal site furnishings. Passive uses may include picnic areas and sitting areas. Parking is not typically provided at mini parks.

Special Use Facilities

Special facilities include single-purpose recreational areas or stand-alone sites designed to support a specific, specialized use. This includes stand-alone recreation centers, golf courses, sites of historical or cultural significance, such as museums, historical landmarks and structures, and public plazas in or near commercial centers. Specialized facilities may also be provided within a park of another classification. No standards exist or are proposed concerning special facilities, since facility size is a function of the specific use.

Open Space

Open Spaces are usually owned or managed by a governmental agency or non-profit conservation organization and may or may not have public access. This type of conserved land often includes wetlands, wildlife corridors, rivers, or other natural or environmentally sensitive spaces. Open spaces may serve as trail corridors, and low-impact or passive activities, such as walking and nature observation may be allowed, where appropriate. Open spaces may be public or private and may not always be "protected" through regulations or other property mechanisms and may not provide for public access. No standards exist or are proposed for open space areas.

Parks for Health

Parks are an important destination for people engaging in outdoor physical activity. Physical activity is one of the most important behaviors that reduces chronic diseases and improves health incomes for all age groups. Numerous studies have demonstrated that public parks contribute to health even beyond physical activity. The NRPA report *Quantifying the Contribution of Public Parks to Physical Activity and Health* outlines several variables for parks' role in improving both community and individual health. An important variable for promoting community health is the provision of parks which are accessible through safe walking routes and contain elements that create an attractive destination.



FACILITY INVENTORY

The park and open space inventory identifies the recreational assets within Dinuba. The City provides approximately 75 acres of public parks and recreation facilities distributed among 15 sites. The following list depicts the available parkland inventory in Dinuba.

Figure 4. Existing Inventory: City-owned Park Lands

			AMENITIES														
NAME	CLASSIFICATION	ACRES	RESTROOM	SPLASH PAD / FOUNTAIN	AMPHITHEATER / EVENT SPACE	WALKING / HIKING TRAIL	PICNIC TABLE	PLAYGROUND	PICNIC SHELTER	SKATEBOARD	BASEBALL FIELD	BASKETBALL	SOCCER	DOG PARK	DISC GOLF	PARKING
Centennial Park	Community	8.00					●	●	●				●			
Felix Delgado Park	Community	6.00	●				●	●	●		●					●
K/C Vista Park	Community	18.18	●				●	●	●		●		●			●
Nebraska Park	Community	9.00					●	●	●					●		
Roosevelt Park	Community	4.20	●				●	●	●		●	●				●
Rose Ann Vuich Park	Community	8.00	●		●	●	●	●	●							●
Viscaya Park	Community (undeveloped)	8.81														
Alice Park	Neighborhood	0.73					●	●	●			●				
Entertainment Plaza	Neighborhood	3.00	●	●	●		●									
Gregory Park	Neighborhood	0.80	●					●								
Pamela Park	Neighborhood	0.50					●		●							
Rotary Park	Neighborhood	0.30														
Ruiz Park Strip	Neighborhood	5.00					●		●							
Muirfield Park	Neighborhood	1.25						●								
Skatepark at Sportsplex	Special Use	1.17								●						
	TOTAL ACRES	74.94														

The following map shows the location of existing parks and recreation areas within and around the City.

Map 1: Existing Parks & Open Space

Legend

- City Limits
- Sphere of Influence
- City Parks
- Dinuba Sportsplex
- Golf Course
- School District Lands
- Pts_schools
- Parcels
- Streets
- railroad

CITY OF DINUBA
Together, A Better Community
CALIFORNIA • 1906

Viscaya Park
Roosevelt Elementary School
Nebraska Park
Washington Jr High School
Rotary Park
Alice Park
Pamela Park
Rose Ann Vuich Park
Roosevelt Park
Dinuba High School
Ruiz Park Strip
Skatepark at Sportsplex
Entertainment Plaza
Centennial Park
Ridge Creek Dinuba Golf Club
Jefferson Elementary School
Gregory Park
Muirfield Park
Felix Delgado Park
Washington Elementary School
K/C Vista Park
Future High School
Sierra Vista High School

Nebraska
Avenue 424
Avenue 420
Avenue 416
Avenue 412
Avenue 408
El Monte
Sierra
Kamm
Saginaw

Road 72
Road 80
Road 84
Road 88
Road 92
Euclid
Englehart
Alice
Monte Vista
Alta
Lincoln
College
Crawford
H
J
K
L
M

N

0 0.125 0.25 0.5 0.75 1 Miles

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Park Conditions Assessment

The condition of park infrastructure and amenities is a measure of park adequacy and a required assurance of public safety. General park infrastructure may include walkways, parking lots, park furniture, drainage and irrigation, lighting systems and vegetation. Deferred maintenance over a long period can result in unusable amenities when perceived as unsafe or undesirable by park patrons.

The existing conditions within parks were assessed to identify issues and concerns and opportunities for future improvements. The condition assessment matrix shown on the below summarizes the results of these assessments and can be used to help prioritize needed park improvements. The matrix uses a rating system that ranks the condition of the park element based on the following scale:

1 – Good Condition: In general, amenities in good condition offer full functionality and do not need repairs. Good facilities have playable sports surfaces and equipment, working fixtures, and fully intact safety features (railings, fences, etc.). Good facilities may have minor cosmetic defects. Good facilities encourage area residents to use the park.

2 – Fair: In general, amenities in fair condition are largely functional but need minor or moderate repairs. Fair facilities have play surfaces, equipment, fixtures, and safety features that are operational and allow play, but have deficiencies or time periods where they are unusable. Fair facilities remain important amenities for the neighborhood but may slightly discourage use of the park by residents.

3 – Poor: In general, amenities in poor condition are largely or completely unusable. They need major repairs to be functional. Poor facilities are park features that have deteriorated to the point where they are barely usable. Fields are too uneven for ball games, safety features are irreparably broken, buildings need structural retrofitting, etc. Poor facilities discourage residents from using the park.

Generally a feature with a rating of "3" should have higher priority for resolution through maintenance, capital repairs or as a new capital project. Park amenity conditions were also averaged across park elements to indicate which types of elements are in greater need for significant upgrades, renovations or overall improvements. Based on this assessment, the City's restrooms, sport courts, sport fields, site furnishings and signage are in the greatest need of rehabilitation or repair.

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City of Dinuba

Park & Facility Condition Assessment Matrix

ver. 04/24/20

	Classification	Acres	Address		Recreation Amenities								Site Amenities					Park Structures				Vegetation			
				General Site Condition	Playgrounds	Paved Courts: Basketball	Paved Courts: Tennis	Soccer Fields / Court	Baseball / Softball Fields	Pathways / Trails	Skate Park / Spray Park	Other Rec Element	Site Furnishings	Lighting	Signage	Parking Areas	Drinking Fountain	Restrooms	Picnic Areas / Pavilions	Amphitheater / Stage	Other Buildings / Structure	Turf	Park Trees	Landscaped Beds	Irrigation
PARKS																									
Alice Park	Neighborhood	0.73 Acres	500 Alice Ave.	**2.05**	1.5	1.5							2.5	2	3		3		2			2	1		2
Centennial Park	Community	8.00 Acres	1591 W. Sierra Way	**2.05**	2			2.5					1.5		1		2		2		2	2.5	3	2	2
Entertainment Plaza	Neighborhood	3.00 Acres	289 S. L Street	**2.06**							2				3			3	1.5	1.5		2		1.5	2
Felix Delgado Park	Community	6.00 Acres	1350 Greene Ave.	**2.31**	1.5				3	1			3	2	1.5		2	3	3		2.5	3	1.5		3
Gregory Park	Neighborhood	0.80 Acres	1133 College Ave.	**1.25**	1										1			1				1.5	1.5		1.5
K/C Vista Park	Community	18.18 Acres	1851 E. Kamm Ave.	**2.11**	2.5				1.5				2	1.5	3	2	2	2	2		2	2	1.5	3	2.5
Muirfield Park	Neighborhood	1.25 Acres	Dunbar and Harriman	**1.40**	1										3							1	1		1
Nebraska Park	Community	9.00 Acres	1000 Nebraska Ave.	**1.45**	1					2		1	1		3		2		1			1.5	1	1.5	1
Pamela Park	Neighborhood	0.50 Acres	1106 W. Pamela Lane	**2.17**									2		3				2			2	2		2
Roosevelt Park	Community	4.20 Acres	1390 E. Elizabeth Way	**1.94**	1.5	2.5			2.5	1		3	1.5	2	1	2	2.5	1	1.5			2.5	2	2.5	2
Rose Ann Vuich Park	Community	8.00 Acres	855 E. El Monte Way	**2.14**	1.5					1			3	1.5	1.5	2	3	3	3	2.5		2	2	1	3
Rotary Park	Neighborhood	0.30 Acres	Saginaw and Lincoln	**2.17**						2.5					1.5							2	2	3	2
Ruiz Park Strip	Neighborhood	5.00 Acres	Uruapan and Alta	**2.17**									2		3				2			2.5	1.5		2
Viscaya Park	Community (undeveloped)	8.81 Acres	Viscaya Way and Euclid	**1.71**									1	1	3							2.5	2.5	1	1
			Average:	**2**	**1.5**	**2**	**-**	**2.5**	**2.33**	**1.50**	**2**	**2**	**1.95**	**1.67**	**2.25**	**2**	**2.36**	**2.17**	**2**	**2**	**2.17**	**2.07**	**1.73**	**1.94**	**1.93**

Ratings: 1 = good; 2 = fair; 3 = poor

Figure __: Park Conditions Assessment

Park & Facility Condition Assessment

RATING SCALE

Playgrounds:

1	In good condition: no drainage issues; 0-10% material deterioration safety surfacing with a border at the site.
2	In fair condition: drainage issues; 10-25% material deterioration; some small compliance issues that could be spot fixed.
3	In poor condition: drainage issues; 25% or greater material deterioration; needs repair or replacement (but workable).

Pathways / Trails:

1	In good condition: surface generally smooth and even; proper width and material for type of pathway; proper clearances; minimal drainage issues.
2	In fair condition: uneven surfaces in places; some drainage issues; some cracking; narrow widths in some places.
3	In poor condition: uneven surfaces; inadequate width; significant cracking or heaving; clearance issues.

Paved Courts:

1	In good condition: no cracks in surfacing; fencing is functional, free of protrusions, and free of holes/passages; painting and striping are appropriately located, whole, and uniform in color.
2	In fair condition: hairline cracks to ¼", surfacing required; fencing has minor protrusions, or holes/passages that do not affect game play; painting and striping have flaking or color fading.
3	In poor condition: horizontal cracks more than ½" wide, surfacing required; fencing has large protrusions, holes/passages or defects; painting and striping are patchy and color has faded dramatically.

Skate Park:

1	In good condition: little to no signs of cracking; little or no erosion; elements target a diversity of age groups.
2	In fair condition: some cracking, but still usable; furnishings (i.e. - metal rails) might need spot fixes.
3	In poor condition: parts of the structure are damaged or deteriorated, chipped off or broken; edges of the structure are eroded possibly causing safety issues; elements target a specific / narrow age range.

Spray Park:

1	In good condition: spray pad has little or no cracking; spray furnishings have little or no damage; no vandalism; good drainage.
2	In fair condition: spray pad has some cracking; spray furnishings have signs of wear, but are in working condition; color fading.
3	In poor condition: drainage issues with clogging or sinking pad; large cracks; spray furnishings broken.

Site Furnishings:

1	In good condition; not damaged; free of peeling or chipped paint; consistent throughout park. Trash receptacles, drinking fountain, picnic tables, benches on paved surface.
2	In fair condition; 0-20% furnishings are damaged and require replacing parts; some peeling or chipped paint; furnishings are not consistent, but are operational.
3	In poor condition; 20% or more are damaged and require replacing parts; significant peeling or chipped paint; multiple styles within park site require different maintenance.

Signage:

1	In good condition: a signage system for the site, appropriate signs, no damaged signs.
2	In fair condition; multiple signage system within one site, a few damaged signs (0-10%), need maintenance.
3	In poor condition; multiple signage systems within one site, signs that are not legible from a reasonable distance, some damaged signs (10-25%), old logos, deteriorated materials, no signage.

Parking Areas:

1	In good condition: paving and drainage do not need repair; pavement markings clear; pathway connection provided to facility; proper layout.
2	In fair condition: paving needs patching or has some drainage problems; has wheel stops and curbs.
3	In poor condition: surfaces (gravel, asphalt, or concrete) needs repair; uneven grading; limited signage; no delineation for vehicles.

Public Art:

1	In good condition: no vandalism; no signs of weathering.
2	In fair condition: minor signs of weathering or wear.
3	In poor condition: metal leaching/concrete efflorescence/paint peeling/wood chipped or carved into or warping; vandalized.

Natural Areas:

1	In good condition: barely noticeable invasives, high species diversity, healthy plants.
2	In fair conditions: Noticeable invasives, fewer species but still healthy.
3	In poor condition: Invasives have taken over, low diversity, unhealthy plants.

Park Structures (Restrooms, Picnic Shelters, Concession Building):

1	In good condition: roof has no leaks; floor shows little sign of wear; finishes are fresh with no graffiti or vandalism; all elements are in working order.
2	In fair condition: roof shows signs of wear but is structurally sound; floor shows some wear; finishes show some wear with some marks or blemishes.
3	In poor condition: roof leaks or otherwise needs repair; floor show significant wear and is difficult to maintain; finishes are dull or discolored, have graffiti, or are not easily maintained; some elements not working or in need of repair (e.g., non-functioning sink).

Amphitheater/Stage:

1	In good condition: paving, stage and stair materials have little to no cracking or peeling; vegetation that is present is healthy; seating and other furnishings show modest signs of wear; views to stage from all seating vantage points.
2	In fair condition: paving, stage and stair materials have some cracking or peeling; vegetation that is present is healthy, but some soil compaction might be present; seating and other furnishings show signs of wear, but are still usable; stage orientation not be ideal for all viewers.
3	In poor condition: paving, stage and stair materials have significant cracking or peeling; vegetation is unhealthy (pests, disease, topped trees), compacted soil; seating and other furnishings need repair or replacement; redesign of space is needed for proper viewing and access.

Park Trees:

1	In good condition: trees overall have good form and spacing; no topping; free of disease or pest infestation; no vandalism; no hazard trees.
2	In fair condition; some crowding may exist but overall health is good; less than 5% of trees show signs of topping, disease or pest infestation; vandalism has not impacted tree health (graffiti, not girdling).
3	In poor condition; Form or spacing issues may exist; evidence of disease or pests; vandalism affecting tree health; some hazard trees or trees in danger of becoming hazard trees.

Landscaped Beds:

1	In good condition: few weeds; no bare or worn areas; plants appear healthy with no signs of pest or disease infestation.
2	In fair condition: some weeds present; some bare or worn spots; plants are still generally healthy.
3	In poor condition: many weeds present; large bare or worn areas; plants show signs of pests or disease; compacted soils.

ADA Compliance:

1	Appears to comply with ADA standards.
2	Some items appear to not comply, but could be fixed by replacing with relative ease.
3	A number of park assets appear not to comply, including large-scale items like regrading.

Turf:

1	In good condition: lush and full, few weeds, no drainage problems.
2	In fair condition: some bare spots, some drainage problems.
3	In poor condition: irrigation problems, bare spots, weeds, soil compacted.

Sports Fields:

1	In good condition: thick grass with few bare spots; few depressions; no noticeable drainage issues, proper slope and layout; fencing if present is functional, free of protrusions, and free of holes.
2	In fair condition: grass with bare turf areas in high-use locations, some drainage issues in overuse areas, slope is within one percent of proper field slope, infields have grading problems (bump) at transition to grass and have no additive, may not have proper layout and/or orientation, fencing if present has minor protrusions, or holes/passages that do not affect game play.
3	In poor condition: bare areas throughout the year, uneven playing surface that holds water in certain places, drainage issues, slopes not uniform and/or more than one percent from proper field slope, improper layout and/or orientation; fencing has large protrusions, holes/passages or defects.

Detailed inventories and assessments for each individual park are located on the following pages; however, the following summary offers a composite from on-site observations and recommendations that will contribute to the enhancement of the City's park system, character and sustainability.

Wayfinding, Identity & Signage

As part of the overall park and trail system, there were opportunities to help navigate visitors and inform them about the public spaces they were entering. A good wayfinding system can provide a consistent identity and display effective and accessible information to orient the user. This guidance system ensures efficient use of the park or public space and conveys safety to the user by translating the environment into a known geography. Signs, symbols, mapping, color, standardized site amenities combined with good design of the physical environment (i.e., trail or park) helps the user navigate the space and stay comfortably oriented.

Dinuba could expand its wayfinding program to include both visual graphic standards and site furnishing standards. The use of consistent graphics and a coordinated hierarchy of sign types and sizes can provide park and trail users with wayfinding information to enhance their access and knowledge of the recreational system available for their enjoyment. A good wayfinding system applies the "simpler is better" concept.

ADA Accessibility and Compliance

As with many older parks, some architectural barriers were present in the park system. Updating and providing ADA accessibility and compliance with federal guidelines should be part of a regular capital repair schedule to ensure the reasonable access on older pavements, parking, playgrounds, picnic amenities, restrooms and recreational elements. The Dinuba park system has some ADA compliance issues with park access at parking areas, barriers to access into playground areas, as well as non-complaint benches and picnic tables lacking accessible routes. The City will want to develop an ADA Compliance Checklist to identify and prioritize these deficiencies and develop a methodology for bringing all their parks into compliance.

Site Furnishings

Standards for park furnishing such as benches, picnic tables, drinking fountains, bike racks, trash receptacles and other common amenities used throughout the park system can be instrumental in assuring consistent ADA compliance and streamlined maintenance and repairs. Picnic tables routinely did not provide for wheelchair seating, and many tables were located under shelters in grass areas with no accessible route from paved paths. Park benches should have backs and armrests and be located along accessible routes with adjacent wheelchair spaces at one end of the bench pad. Choosing a consistent style and installation design could help simplify park development and future maintenance for site furnishings.

Playgrounds

The majority of playground equipment was in good condition. A regular schedule of playground equipment inspections should continue to be incorporated into the park maintenance routine to ensure continual play-safe structures.

Access to playground areas was not always barrier-free. Several parks were noted to lack any ramps or provisions to transfer from park pathway pavement to the lower surfacing of the playground. The drop-off edges varied from 3-6 inches, far exceeding the maximum ½-inch tolerance.

Play equipment, particularly slides, was noticeably hot on sunny days – too hot for safe or comfortable use. Incorporating shade structures that cut the number of hours and angle of direct sunlight on play equipment can enhance the park user experience and extend the amount of play value provided at many parks, including Alice, Centennial, Felix Delgado, Muirfield, K/C Vista, Nebraska and Rose Ann Vuich Park.

Turf Management

Grass playing fields for organized sports require a higher level of maintenance and expected quality to ensure safe and continual team play during the baseball, softball, soccer and lacrosse seasons. Typically these athletic fields with natural grass must be fertilized and mowed more often than typical open grass areas in public parks. Field areas that have significant clover coverage can reduce the durability of field play and allow for uneven and eroded surfaces in the field of play. The higher level of required maintenance can be subsidized by reservation and use fees for organizations that regularly schedule those fields for the season. Turf areas need to be re-graded or replaced at Centennial Park, Felix Delgado Park and Roosevelt Park.

Park standards can be established that specifically identify the tolerance for weed growth within natural grass sports fields and the approved methods for weed control in the public arena. Timing and notification methods should also be incorporated into adopted park standards to ensure safe application and public use.

Safety

Much of the park layouts and landscapes seemed to meet the basic Crime Prevention Through Environmental Design (CPTED) principles of good visibility and overall positive perceptions of public safety. Park safety conditions were generally good throughout the park system.

Detectible (tactile) warning strips were missing at some junctions where park pathways intersected with parking lots or traffic lanes. As part of an ADA transition plan, the City should schedule the addition of warning strips in locations where they are missing.

Buildings and Structures

Dinuba parks contain a variety of structures with variable ages. Restrooms, picnic shelters and gazebos compose the building mix in most parks. In general, the structures were in good repair. Restrooms should be replaced or refurbished at Felix Delgado Park and Rose Ann Vuich Park. The addition of picnic shelters could expand park usage, and Alice Park is one site that would benefit from the installation of an additional shelter. Annual inspections should occur to ensure continual integrity of any buildings, structures and retaining walls.

Trails and Pavement

Pavement maintenance should address cracks and root upheavals, as well as seams where different pavement types meet (curbs, sidewalk-to-trail, path-to-play areas, etc.) and have a tendency to settle at different rates to create architectural barriers to universal access. For example, Rotary Park had some lifting pavement that has been ground down, and Entertainment park has a minor spot of lifting pavement that will need to be addressed.

Parking area should have regularly scheduled repainting to ensure retention of identified parking stalls, and the parking lot at K/C Vista Park needs repainting. Some cracks were noted in the basketball court at Alice Park and should be monitored to anticipate the eventual need for resurfacing.

Trees and Landscape Maintenance

In general, the trees and landscapes in Dinuba parks were in good condition. In a few parks, additional attention may be warranted for shade trees under stress, and a transition to more drought-tolerant tree species could provide long-term benefits. Centennial Park and Alice Park are two sites where drought-tolerant trees can be added. Also, ensuring that park trees do not have grass growing at the base of their trunks can help to protect their trunks and roots from mower damage.

Several parks could benefit from additional tree planting to provide more extensive shade for park users and tree canopy for environmental benefit. Playground and picnic areas would benefit from more shade trees and/or shade structures to provide comfort during sunny days when play equipment can easily heat up to be unusable. K/C Vista, Muirfield and Centennial Parks could all be destinations for additional tree plantings.

Dinuba should consider involvement in the Tree City, USA program, which would demonstrate the City's commitment to the value of trees for protecting water quality, cleaning air and adding beauty to streets, parks and neighborhoods. In addition, the City could consider establishing a tree canopy replacement plan for its parks and provide a capital pruning schedule to ensure proper attention and longevity.



Alice Park

0.73 acres

Neighborhood Park

500 Alice Ave.





Amenities

- Picnic tables
- Playground
- Picnic shelter
- Basketball court

Design Opportunities as Funding Allows

- Add a park name monument sign where Pacific Circle intersects Alice Avenue
- Consider adding a restroom
- Add ADA Path to park amenities and transfer station at playground
- Add shade over the playground
- Add benches by playground and basketball court for spectators and parents
- Add paved path with benches around the perimeter of north basin
- Add benches around future walking trail
- Add exercise station(s) around path
- Consider adding another pavilion/picnic area on the northern basin area of the park
- Add a few native trees in fenced basin to provided bird habit
- Add a more tree around park perimeter
- Consider purchasing the property surrounded on three sides by the park (located on the corner of Alice & Lily Ave)

Management Considerations

- Consider replacing the fencing near the railroad tracks with something other than chain link and that does to not warp and cannot be cut easily
- Adjust irrigation to eliminated 'donuts' in turf
- Consider transitioning to more drought tolerant trees



Centennial Park

8.0 acres

Community Park

1591 W. Sierra Way





Amenities

- Picnic tables
- Playground
- Picnic shelter
- Soccer fields

Design Opportunities as Funding Allows

- Add paved path around the perimeter with benches periodically
- Add ADA accessible paths to the lower level of the park
- Add shade over playground
- Add permanent restrooms
- Add drinking fountain at lower level
- Add more pavilions/picnic tables & BBQs
- Consider adding site security lighting and sport field lighting, if warranted
- Consider planting additional trees specifically around the lower level by the sport fields and some midway around the slope
- If additional land can be acquired to establish a large event park/facility, consider broadening the range of amenities (e.g., amphitheater, pavilions, splash pad, disc golf, etc.) along with support infrastructure (e.g., parking restrooms, etc.).
- Add a bus stop

Management Considerations

- The soil around the perimeter is extremely compacted, future planting should address these conditions
- There are some areas that pool water on the site; regrading should be done to correct those issues
- The sports fields should be regraded, reseeded and have irrigation repairs/upgrades where necessary.
- Consider transitioning to more drought tolerant trees



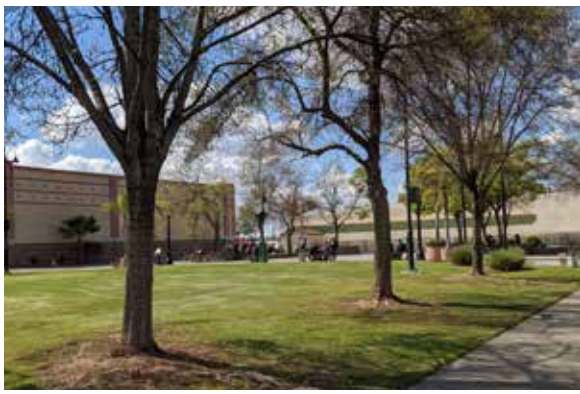
Entertainment Plaza

3.0 acres

Special Use

289 S. L Street





Design Opportunities as Funding Allows

- Add park name monument sign at corner of W. Ventura and L Street
- Repurpose the former skatepark area
- Potential for large mural on building adjacent to former skatepark
- Add some benches around perimeter
- Add more trees to fill gaps and around the perimeter of the green space directly in front of the movie theater

Management Considerations

- Turf has a few bare spots that need to be reseeded
- The gazebo needs minor renovations
- Consider removing existing fence at the former skatepark to open up the free space

Amenities

- Restroom
- Splash pad
- Gabezo
- Bleacher seating



Felix Delgado Park

6.0 acres

Community Park

1350 Greene Ave.





Design Opportunities as Funding Allows

- Add another pavilion/picnic and BBQ area
- Add shade over the playground
- Extend walking path to wrap around the park with benches periodically
- Add ADA paths to the various site amenities
- Add more picnic tables
- Add more trees to this site
- Add a scoreboard for the ballfield

Management Considerations

- Refurbish or replace the restrooms
- Refurbish the concession building
- Strip and replace the turf; it has a high percentage of invasive species mixed in
- Consider future replacement of the irrigation system
- Sand and repaint he bleachers in entirety
- Consider adding safety cap on baseball fencing

Amenities

- Restrooms
- Picnic tables
- Playground
- Picnic shelter
- Baseball field
- Parking



Gregory Park

0.8 acres

Neighborhood Park

1133 College Ave.





Design Opportunities as Funding Allows

- Add another piece of playground equipment to existing playground
- Add benches at playground
- Consider adding a couple picnic tables
- Add ADA access and transfer station to playground

Management Considerations

- Turf and structures in good condition
- Remove or repurpose concrete slab

Amenities

- Restroom
- Playground



K/C Vista Park

18.18 acres

Community Park

1851 E. Kamm Ave.





Design Opportunities as Funding Allows

- Add a park name sign at corner of East Kamm Avenue and South Crawford Avenue
- Add sidewalks near roadway
- Add walking path connection to neighborhood and sidewalks, create continuous path around the entire park
- Add more picnic/ pavilions & BBQs
- Consider adding amenities for another sport, such as pickleball and/or a 9-hole disc golf course
- Add shade over playground
- Consider adding a second playground and/or a splash pad
- Consider adding site security lighting and sport field lighting, if warranted
- Add trees in parking areas, around perimeter and near proposed walking path
- Add a bus stop

Amenities

- Restrooms
- Picnic table
- Playground
- Picnic shelter
- Baseball fields
- Soccer field
- Parking

Management Considerations

- The main building (announcer's box, restrooms etc) should be repainted soon
- Consider adding more parking to accommodate larger events
- Plant parking islands and fill planting voids
- The existing playground and picnic area will need refurbishment or replacement of some items in the near future



Muirfield Park

1.25 acres

Dunbar Way and Harriman Ave.

Neighborhood Park (Partially developed)





Design Opportunities as Funding Allows

- Add a park name sign at Dunbar Way
- Add shade over playground
- Add benches at playground
- Add a drinking fountain
- Add some planting in non-play areas
- Add ADA access and transfer station to playground
- Add pavilions/picnic areas & BBQs

Management Considerations

- Park is new and appears to be in very good condition

Amenities

- Playground



Nebraska Park

9.0 acres

Community Park

1000 Nebraska Ave.





Design Opportunities as Funding Allows

- Add park name sign on Nebraska Avenue
- Extend walking path to wrap around the park with benches periodically
- Add benches around park path
- Add shade over playground
- Add park restrooms
- Add another group picnic area
- Add riparian trees near the retention basin
- Consider adding pathway and site security lighting, if warranted
- Add a bus stop

Management Considerations

- Consider opening part of the retention pond in the dog park to allow for a dog swim area

Amenities

- Picnic tables
- Playground
- Picnic shelter
- Dog park



Pamela Park

0.5 acres

Neighborhood Park

1106 W. Pamela Lane





Design Opportunities as Funding Allows

- Add a small playground
- Add a bench
- Add ADA access to playground and picnic table
- Consider adding the water retention area to the park, along with a perimeter walking path
- Add plants to screen utilities and fencing

Management Considerations

- This park appears to be in good condition overall
- The turf on this site it relatively weed free and has good coverage
- Stump removal needed at this site
- Some trees at this site have surface roots, consider modifying tree planting practices to prevent this with future tree planting

Amenities

- Picnic shelter



Roosevelt Park

4.2 acres

Community Park

1390 E. Elizabeth Way





Design Opportunities as Funding Allows

- Add a few bench
- Add an exercise station
- Add ADA path to baseball areas
- Consider repurposing the racquetball courts, potential for climbing walls or another sport
- Add paved walkways and planting areas in non-recreational turf areas

Management Considerations

- Consider replacing or refurbishing announcer building
- Replace screening and netting around field
- Consider paving or adding decomposed granite around baseball areas that receive substantial foot traffic
- Refurbish bullpen
- Restrooms at this park are in great condition and seem well maintained
- Consider replacing lower portion, if not all of the baseball fencing
- Turf area needs to be regraded and replaced
- Infill planting areas

Amenities

- Restrooms
- Playground
- Picnic shelter
- Basketball courts (2)
- Baseball field
- Parking



Rose Ann Vuich Park

8.0 acres

Community Park

855 E. El Monte Way





Design Opportunities as Funding Allows

- Create continuous walking path around the park with benches periodically
- Modernize or rebuild the amphitheater area and structure
- Add another group picnic pavilion
- Add a shade to the playground and exercise area
- Add an ADA transfer station to the playground

Management Considerations

- Refurbish or replace restrooms
- Replace paving at group picnic area
- Replace site furnishings
- Consider future replacement of the irrigation system

Amenities

- Restroom
- Amphitheater
- Paved walkway
- Picnic tables
- Picnic shelter
- Playground
- Parking



Rotary Park

0.3 acres

Neighborhood Park

Saginaw and Lincoln



Design Opportunities as Funding Allows

- Add interpretive signs
- Consider adding an art piece



Management Considerations

- Infill planting beds

Amenities

- Walking path



Ruiz Park Strip

5.0 acres

Neighborhood Park

Surabian Drive and Samantha Way



Design Opportunities as Funding Allows

- Add a few benches
- Add an exercise station



Management Considerations

- None noted

Amenities

- Picnic shelter



Skatepark at Sportsplex

1.17 acres

Special Use

201 N Uruapan Way





Design Opportunities as Funding Allows

- Add shade sails over skatepark
- Add another street element
- Add plant screening from alley and screen utilities

Management Considerations

- The skatepark is clean overall, and the concrete and railing are generally in good condition
- Check and clear drainage; some areas appear to accumulate water
- Top off mulch in existing planting areas or consider extending shoulder in bioswale area
- Infill planting in planting beds

Amenities

- Skatepark elements
- Picnic tables
- Picnic shelter
- Parking
- Lighting



Viscaya Park

8.81 acres

Viscaya Way and Rosemary Ave.

Community Park (Undeveloped)



Design Opportunities as Funding Allows

- Develop the site as shown in the Master Plan

Amenities

- None



Other Recreational Resources

Dinuba Community Services Center

The Dinuba Community Services Center provide indoor space for fitness classes, parties and gatherings. It is located at 1390 Elizabeth Way, adjacent to Roosevelt Park. .

Dinuba SportsPlex

The Dinuba Sportsplex is located at 201 N. Uruapan Drive, and City's skatepark is located adjacent to the building. The Sportsplex indoor recreation center offers basketball courts, volleyball courts, turf area for indoor soccer, fitness area and batting cages. The center provides opportunities to host birthday parties and special events.

Dinuba Senior Center

Located at 437 N. Eaton Avenue, the Dinuba Senior Center provides activities, classes and meals for local seniors. Classes include exercise, ceramics, line dancing, quilting and crafting. Educational and enrichment opportunities include presentations, classes and trainings, such as blood pressure clinics, safety, elder abuse and resource clinics.

College Park Recreation Center (VDA Inc)

The College Park Recreation Center is used as an early child care center and operated via a lease with VDA, Inc. It is located across the street from Gregory Park at 920 S. College Avenue. The center provides learning opportunities children ages 1 to 5.

Tulare County Parks & Recreation Sites

Tulare County Parks' mission is to improve the quality of life for county residents and visitors by providing recreational and public learning opportunities, and to preserve natural resources.

Ledbetter Park

Ledbetter Park in Orosi is an 11-acre, day-use county park without entrance fees that provides restrooms, playgrounds, baseball/soccer field, a skate park, bandstand, picnic shelters and veterans memorial. Reservations for picnic arbors are taken throughout the year. The park is maintained by the Tulare County Parks and Recreation division. The park was a gift donation to the county in 1971, and initial park improvements were dedicated in 1973. The park has hosted major concerts and events, firefighters' training exercises, baseball and soccer games, numerous celebrations, picnics and barbecues.

Kings River Nature Preserve

The Kings River Nature Area, a day-use park located along the banks of the Kings River on Road 28, charges a $5 daily fee per person. The Nature Area provides parking, restrooms, school environmental programs, an 18-hole pro-caliber disc golf course and dove hunting. The Nature Area is maintained by the Tulare County Parks and Recreation division.

Other Recreational Lands

Kings Canyon National Park



With mountains, forests, and giant sequoias in lands that are mostly wilderness, Kings Canyon National Park supports a wide range of outdoor recreation including backpacking, bicycling (on-road only), birdwatching, camping, educational activities, fishing (license required), hiking (all-abilities-accessible trail at Grant Grove and Zumwalt Meadow), horseback riding, horse packing, lodging, photography, picnicking, scenic drives, snow play (seasonal), and wildlife viewing. Dogs are allowed (on leash) in campgrounds and parking areas only; not allowed on trails. Approximately 20% of Kings Canyon National Park is within Tulare County.

Sequoia National Park



Triggered by the need to protect the amazing giant sequoia trees of the southern Sierra Nevada and the forests in which they grew, the mountain forests in the headwaters of the Kaweah River were protected as the Sequoia National Park in 1890. The first national park established in the series of federal protected lands, Sequoia National Park offers outdoor recreation including archaeological sites, backpacking, birdwatching, camping, caving, cross-country skiing, educational activities, fishing, hiking, historical sites, horseback riding, museums, photography, picnicking, snow play, and visitor centers.

Sequoia National Forest



The 1891 Forest Reserve Act gave authority to set aside lands as "forest reserves" withdrawing them from sale to private interests. The Sequoia National Forest, managed in the public interest by the US Forest Service consists of mountains, oak woodlands, giant sequoias and conifer forests. The USFS organizes the outdoor recreation opportunities by three districts within the national forest. The Hume Lake Ranger District (closest district to Dinuba) contains 195,606 acres with elevations from 1,000 feet along the Kings River to 11,000 feet (Mt. Harrington peak). This District contains 13 Sequoia Groves and Kings Canyon. Approximately 113 miles of trails, 150 miles of OHV trail, 2 wilderness areas 18 developed campgrounds, 2 rental cabins, and day use areas, support a range of outdoor recreation including backpacking, bird watching, camping, dog walking (on a 6' leash; scoop poop), fire lookouts, fishing, hiking, horseback riding, hunting, pack trains, photography, picnicking, mountain biking, scenic drives, whitewater rafting and kayaking, and wildlife viewing. The Forest is open daily, year-round, weather permitting, with free admission.



Giant Sequoia National Monument

Giant Sequoia National Monument, a US Forest Service public land comprising over 300,000 acres in Tulare County offers outdoor recreation activities that include backpacking, birding, camping, educational activities (Trail of 100 Giants), dog walking (on 6' leash; scoop poop), fishing, hiking (all abilities on the Trail of 100 Giants), horseback riding and camping, hunting, mountain biking, OHV (off-highway vehicle) riding and camping, photography, picnicking, scenic drives, skiing, snowshoeing, snowmobiling, snow play, and wildlife viewing. The designation of national monument separated the giant sequoia forest area from the rest of the Sequoia National Forest to protect the giant trees from commercial logging.



Colonel Allensworth State Historic Park

Colonel Allensworth State Historic Park contains a museum and visitor center (the only state park in Tulare County) is a historic town site managed by the California Department of Parks and Recreation. In 1974 California State Parks purchased land within the historical townsite of Allensworth, and it became Colonel Allensworth State Historic Park. The historic town is a collection of restored and reconstructed early 20th-century buildings—including the Colonel's house, historic schoolhouse, Baptist church, and library. The park's visitor center features a film about the site. A yearly rededication ceremony reaffirms the vision of the pioneers. The historic town site is bicycle friendly and includes a day-use picnic area. Fifteen campsites, open all year, will accommodate RVs or tents. Each site includes a picnic table and a fire ring; flush toilets and showers are nearby. Facilities for disabled people are available. Turf, trees, and shade ramadas are other features. The park is north of Bakersfield; 20 miles north of Wasco on Highway 43; seven miles west of Earlimart on County Road J22.



Mountain Home Demonstration State Forest

Mountain Home Demonstration State Forest, a 4,807-acre demonstration forest located east of Porterville, where timberland is managed for forestry education, research and recreation. As a demonstration forest located at 4800'-7600' elevation, Mountain Home is dedicated to demonstrating the compatibility of recreation uses with timber growing and harvesting. The development of sustainable cutting practices; regeneration of the sequoias; implementation of tree planting, natural fertilization and thinning techniques; creation of beneficial burn practices; the study of animal and human effects; all are part of the experimental studies of the forest. Recreation activities at the Forest include archaeological sites, backpacking, birding, camping (fee*), dog walking (under owner's restricted control or on 6' leash; scoop poop), fishing, hiking, historical sites, horseback riding, hunting, pack station, photography, picnicking, rock climbing, scenic drives, viewing logging operations, and wildlife viewing. Campsites are open May through October, depending on snow conditions.

Lake Kawaeh USACE Recreation Area



Lake Kawaeh is owned and operated by the US Army Corps of Engineers (USACE) and was created as a flood-control measure to limit repeated flood damage downriver. The Terminus Dam was constructed between 1959 and 1961. Lake Kawaeh, the open-water reservoir formed by the dam provides water for agricultural irrigation, power generation and outdoor recreation. Boating, water-skiing, swimming, fishing hiking, horse-back-riding and camping are activities available on the site. More than five miles of trails can be used by visitors. Picnicking can be enjoyed at all accessible areas of the park. Lemon Hill, Kaweah, Slick Rock and Horse Creek recreation areas have tables and potable water. The Lake Kaweah Marina at Lemon Hill offers boating and camping supplies, fishing tackle, a snack bar, boat rentals and fuel. Lake Kaweah sits in the southern Sierra Nevada foothills, 20 miles east of Visalia, and 8 miles west of the Sequoia National Park Gate on Highway 198.

Lake Success USACE Recreation Area



Success Lake and Dam is a multi-purpose facility built in 1961 to provide flood control and irrigation. The US Army Corps of Engineers also manages the public land and water for wildlife and recreation has provided many opportunities for outdoor activities. Success Lake offers opportunities for water-skiing, sailing, and pleasure boating. Launch ramps are located in the Tule and Rocky Hill Recreation Areas. Success Marina, located in the Tule Recreation Area, has a complete inventory of boating supplies, rentals, and fuel. The Tule Campground has 103 sites and is open year-round. Each site has a parking spur, table, fire pit, and grill. Conveniently located restrooms provide flush toilets and showers. The Tule Recreation Area provides picnic sites, several group picnic shelters, and a playground. Just downstream of the dam is Bartlett Park with picnic tables, group picnic shelters, playgrounds, and a softball field. This county-operated park also has large fishing ponds for youngsters to try out their fishing skills. There is also a nature trail located below the dam. Hunting is permitted in the 1,400 acre Wildlife Management Area in accordance with California Hunting Regulations. The most popular game species in the area are pheasant and dove. Success Lake is situated in the Sierra Nevada foothills, 8 miles east of Porterville.



5 Needs Assessment

The planning process assesses park and recreation activity, facility and programming needs and priorities and relies heavily on public input, park inventory conditions and gives consideration to state and national recreation trends. This planning assessment concludes with a detailed discussion of specific, local needs and how they might be considered within the broader parks, trails and recreation system with an eye toward fiscal responsibility and funding constraints.

By considering the location, size and number of facilities by type and use, along with community interests and priorities, this plan evaluates the current and future demand for park and recreation amenities. The six-year Capital Facilities Plan which identifies and prioritizes crucial upgrades, improvements and expansions is founded on this work of assimilating the park system assessment, safety and maintenance priorities and the needs expressed by residents.

TRENDS & PERSPECTIVES

The following summaries of state trends and local insights reflect potential recreational activities and facilities for future consideration in Dinuba's park system. Examining current recreation trends can help inform potential park and recreation improvements and opportunities that may create a more vibrant parks system as it moves into the future. Additional trend data and summaries are provided in Appendix B.

Statewide Trends

California Statewide Comprehensive Outdoor Recreation Plan

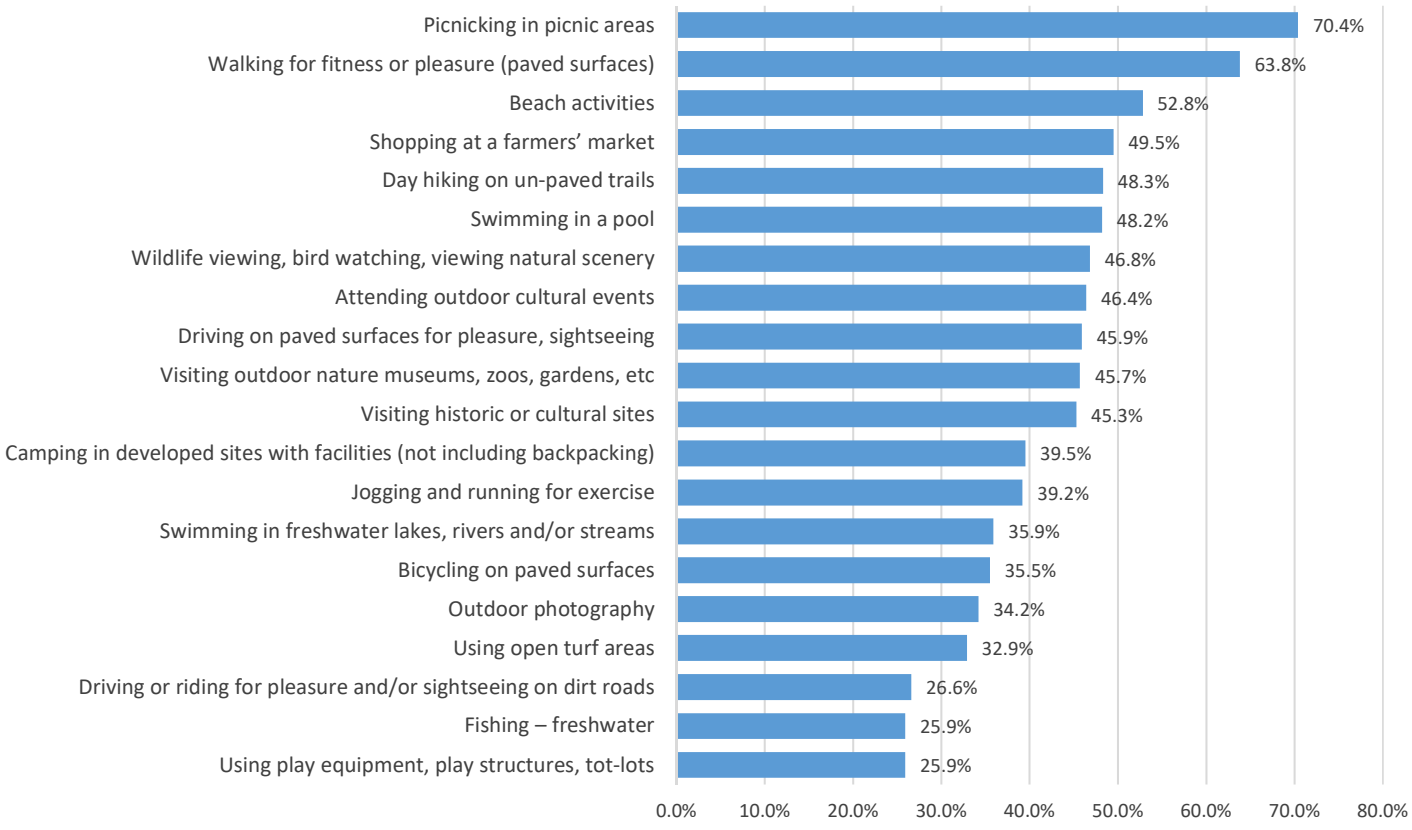
The most recent California Statewide Comprehensive Outdoor Recreation Plan (SCORP) provides a statewide framework for actions to meet the state's outdoor recreation needs. The SCORP is developed by the California Department of Parks and Recreation and is based on public input and an assessment of statewide park assets and needs.

The SCORP recognizes that parks and recreation:

- Support healthy, affordable, physical and social activities
- Improve the quality of life in communities as a form of social equity and environmental justice
- Provide venues for cultural celebrations that can anchor communities
- Are economic engines that fuel tourism, provide jobs, and enhance the value of neighborhoods
- Preserve historic sites that connect Californians to the past and safeguard its future
- Protect California's inspiring vistas, natural resources, habitats, watersheds, forests, and wetlands.

The SCORP also surveyed Californians about their recreational activities. Across the state, the survey found that walking was the most popular activity in parks, taking both adults and youth into consideration. Other popular activities include playing, hiking, and picnicking, see Figure 6.

Figure 6. Top 20 Recreational Activities by Participation Rates (2015 CA SCORP)



The California SCORP approached its needs assessment based on regional differences due to the State's diverse geography, demography, and economies and recognized that this diversity presents both opportunities and challenges to the state's outdoor recreation providers. The SCORP region approach divides regions along county lines to aid both state and local planning efforts.

The 14-county Central Valley Region with dry Mediterranean climate, includes Tulare and Fresno counties and is known for its productive agriculture of fruits, vegetables and nuts.

As in all regions of the state, unemployment increased overall from 1999-2009. The 2010 population of nearly six million is expected to almost double by 2060, representing the biggest increase in sheer numbers as well as percentage among regions.

Ethnically, the region's population in 2010 was about 40% Hispanic and about 42% white. By 2060, Hispanics will represent almost half of the population, and about one-third will be white.

Age-group distribution in 2010 was about the same as statewide; by 2060, the region is projected to have the highest percentage of residents aged 5-17 among regions.

Actions assigned the top rank of "1" in the Central Valley region are to:

- Fund outdoor recreation opportunities that meet the activity preferences of youth participants.
- Fund sufficient recreation facilities in anticipation of population growth.
- Fund projects that create opportunities for low- or no-cost outdoor recreation activities.

An additional action priorities for the Central Valley included:

- Projects that address the factor of "projected youth population percentage in 2060"

Local Insights

Local recreation demands and needs were explored through a variety of public engagement to gather feedback on strengths and limitations of existing park and recreational resources available to Dinuba residents. Public outreach notification to generate interest in the Parks and Recreation Master Plan project included a two-month long online community survey, stakeholder discussions, an open house to review opportunities across the park system, and pop-up displays at several community events during the summer of 2019.

Community Survey

A community survey was conducted from April to August 2020 and was available in English and Spanish. The 17-question online survey was designed to measure the level of satisfaction with existing parks and recreation opportunities in Dinuba and the priorities for future improvements and services. Information about the survey was provided on the City's website home page and on the Parks System Master Plan project page. In all, 162 survey responses were received. Since the survey was open to the general public and respondents were not selected through statistical sampling methods, the results are not necessarily representative of all City residents.

Major Findings

QUALITY OF LIFE

94%

SAID PARKS AND RECREATION ARE ESSENTIAL OR IMPORTANT TO THE QUALITY OF LIFE IN DINUBA

PARK USAGE

71%

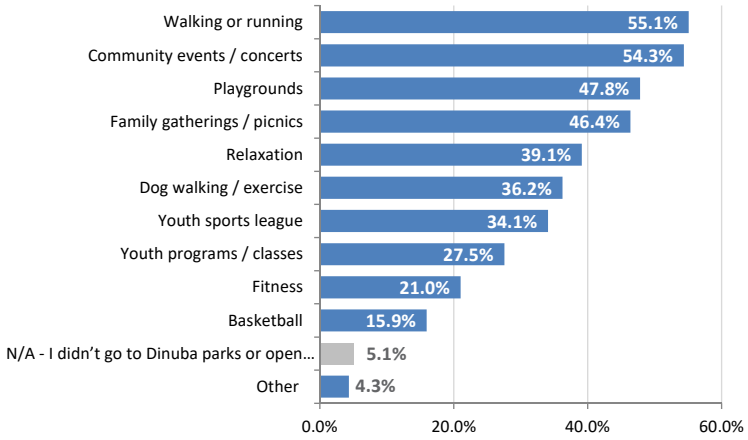
SAID THAT THEY VISIT PARKS AT LEAST ONCE A MONTH; 36% VISIT PARKS ONCE A WEEK OR MORE

SENSE OF VALUE

70%

SAID THAT THEY ARE SATISFIED WITH THE VALUE THEY RECEIVE FROM DINUBA

TOP REASONS FOR VISITING



TOP COMMUNITY NEEDS

85% SAID THERE ARE NOT ENOUGH TRAILS

64% SAID THERE ARE NOT ENOUGH INDOOR RECREATION FACILITIES

56% SAID THERE ARE NOT ENOUGH PARKS WITH PLAYGROUNDS & ACTIVE-USE SPACE

37% SAID THE LACK OF RESTROOMS WAS REASON FOR NOT USING PARKS MORE

Dinuba residents strongly value their parks and recreation facilities.

- Nearly all residents (94%) think parks and recreation are essential or important to quality of life in Dinuba.

Residents use the City's existing parks for a variety of reasons.

- The most popular activities are walking or running (55%) and participating in community events and concerts (54%).

Residents are generally satisfied with existing parks and recreation facilities.

- A large majority of respondents (70%) are somewhat to very satisfied with the value they receive from the City of Dinuba for parks and recreation amenities.
- The most significant reason for not using parks more often is the feeling that there are not enough restrooms available (37%).
- However, over half of respondents selected a reason that could be addressed by the City, including lack of desired equipment (14%), crowding (9%), maintenance issues (15%), safety concerns (15%), and accessibility issues (2%).

Residents would like to see improvements made to the parks and recreation system.

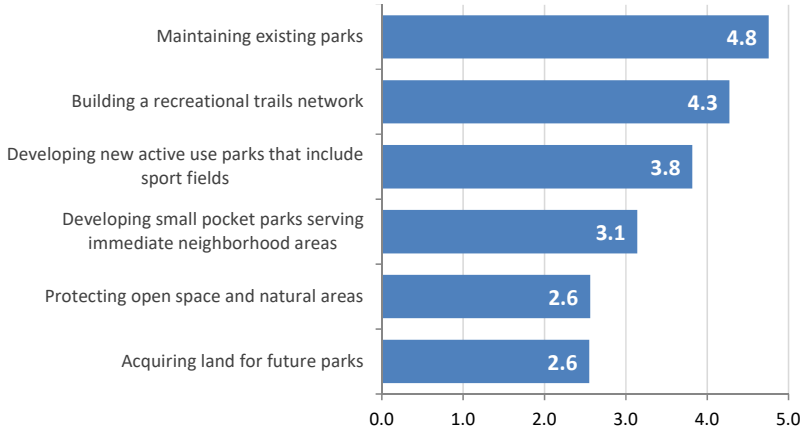
- A large majority of respondents (90% or more) were supportive of expanding and improving multi-use walking and biking trails, shade structures at playgrounds, picnic areas or shelters for group gatherings community events or festivals, and splash pads.
- Majorities of respondents showed the highest level of interest for special events (97%), adult activities (87%), and arts programs (79%).

Dinuba respondents visit local parks and recreation facilities for a variety of reasons. The most popular activities are walking or running (55%) and participating in community events and concerts (54%). Other popular activities include using playgrounds (48%) and visiting parks for family gatherings and picnics (46%).

Park & Facility Improvements Priorities

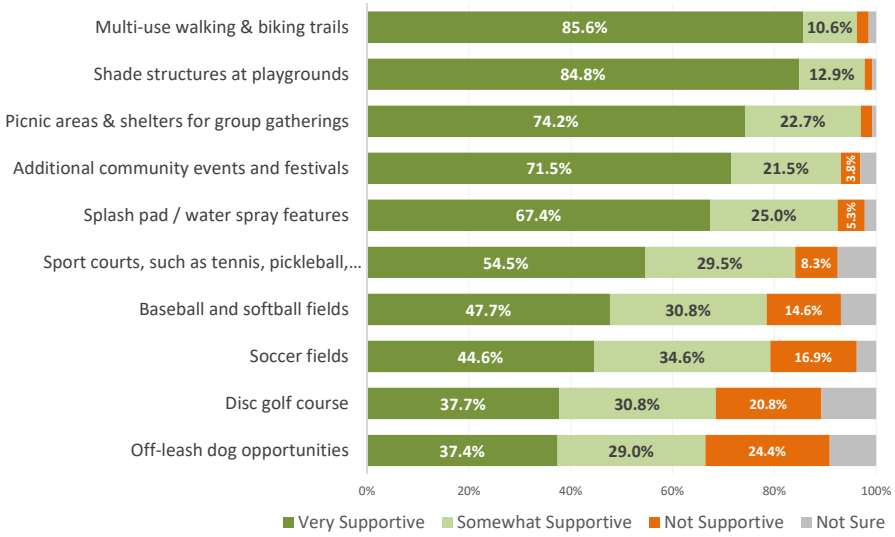
When asked which park and recreation improvements they would like to see the City focus on, maintaining existing parks was noted as the highest priority, with 48% saying it should be the highest priority and 82% saying it is one of the top three priorities. In looking at the weighted averages of the priority rankings on a five-point scale, respondents identified that building a recreational trail network as a priority (71%) and developing active use parks as a priority (61%).

Figure 8. Facility Priorities by Type



The survey also asked about residents' support for park and recreational improvements. A majority of respondents were very or somewhat supportive of expanding or improving all facilities listed. A large majority of respondents (90% or more) were supportive of expanding and improving multi-use walking and biking trails, shade structures at playgrounds, picnic areas or shelters for group gatherings community events or festivals, and splash pads. More than half of respondents were very or somewhat supportive of all other improvements listed.

Figure 9. Facility Priorities by Type

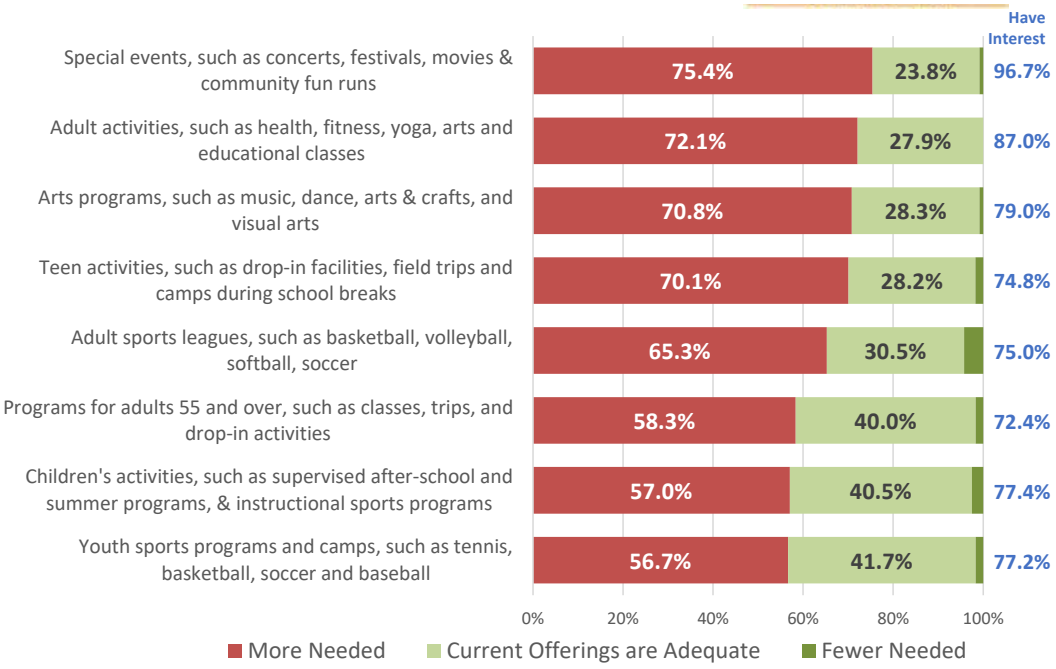


Recreation Program & Events of Interest

Respondents were asked about their overall interest for each recreational program or amenity type, as well as how well met their need is being met locally. Majorities of respondents noted an interest every item listed, with the highest level of interest for special events (97%), adult activities (87%), and arts programs (79%).

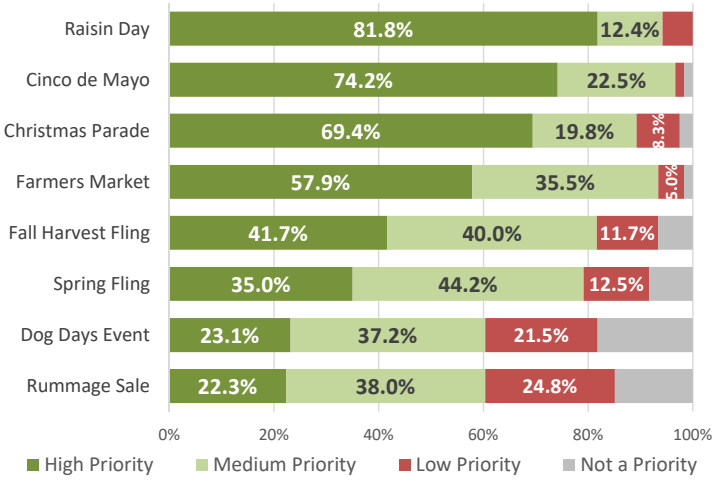
Regarding needs for recreation programs being met, majorities of respondents identified that their needs were not met for all items listed. The program areas showing the large gaps in need are for special events (75%), adult activities (72%), arts programs (71%) and teen activities (70%). The program types serving the most needs include youth sports (43%), children's activities (43%) and programs for adults 55 and over (42%).

Figure 10. Prioritizing Park & Facility Improvements



Community events are popular among Dinuba residents. Over 90% of respondents rated Raisin Day, Cinco de Mayo, the Farmers Market and the Christmas Parade as high or medium priorities. The Raisin Day event was ranked as the highest priority (82%) of the eight events listed. The Fall Harvest Fling and the Spring Fling had roughly equal support between high priority and medium priority. The Rummage Sale event was identified as the lowest priority with nearly 25% of respondents noting it as a low priority.

Figure 11. Prioritizing Park & Facility Improvements



PARK SYSTEM NEEDS

Park Distribution – Gap Analysis

Dinuba residents are fortunate to have access to great parks serving many of the residential areas of the city. Continued growth and development in Dinuba may create new demands for additional recreational lands. Understanding the known gaps in the park system and evaluating the City's existing levels of service for parks will provide a foundation for strategic planning as a basis for a balanced distribution of parks, trails and recreation amenities in the future.

To better understand where acquisition efforts should be considered, a gap analysis of the park system was conducted to examine and assess the current distribution of parks throughout the city. The analysis reviewed the locations and types of existing facilities, land use classifications, transportation/access barriers and other factors as a means to identify preliminary acquisition target areas. In reviewing parkland distribution and assessing opportunities to fill identified gaps, residentially zoned lands were isolated, since neighborhood and community parks primarily serve these areas. Additionally, walksheds were defined for neighborhood parks using a ¼-mile primary and ½-mile secondary service area with travel distances calculated along the road network starting from known and accessible access points at each park. Walksheds for community parks were derived using ¼-mile, ½-mile, and 1-mile travel distances to acknowledge that community parks (including athletic fields) serve a wider array of users and driving to such sites is typical.

Maps 2 through 4 illustrate the application of the distribution criteria from existing parks. Areas in white do not have a public park within reasonable walking distance of their home. The illustrated 'walkshed' for each existing Dinuba park highlights that certain areas within the city do not have the desired proximity to a local park.

Striving to provide a neighborhood or community park within a reasonable walking distance (e.g., ½-mile) may require acquiring new park properties in currently under-served locations, improving multi-modal transportation connections to allow local residents to safely and conveniently reach their local park, and evaluating the potential use of school sites as proxies for local neighborhood parks. As Dinuba grows and acquisition opportunities diminish, the City should consider taking advantage of acquisition opportunities in strategic locations and as funding allows to better serve City residents. In concert with the search for developable park land, the City should continue to coordinate with proposed residential land development projects to consider when and how a public park could be incorporated into the planning of new residential communities.

Resulting from this assessment, potential acquisition areas are identified for future parks (Map 5) and are noted in the Capital Planning chapter of this Plan. The mapping targeted five sites for future parks for the near- to long-term within the current city limits:

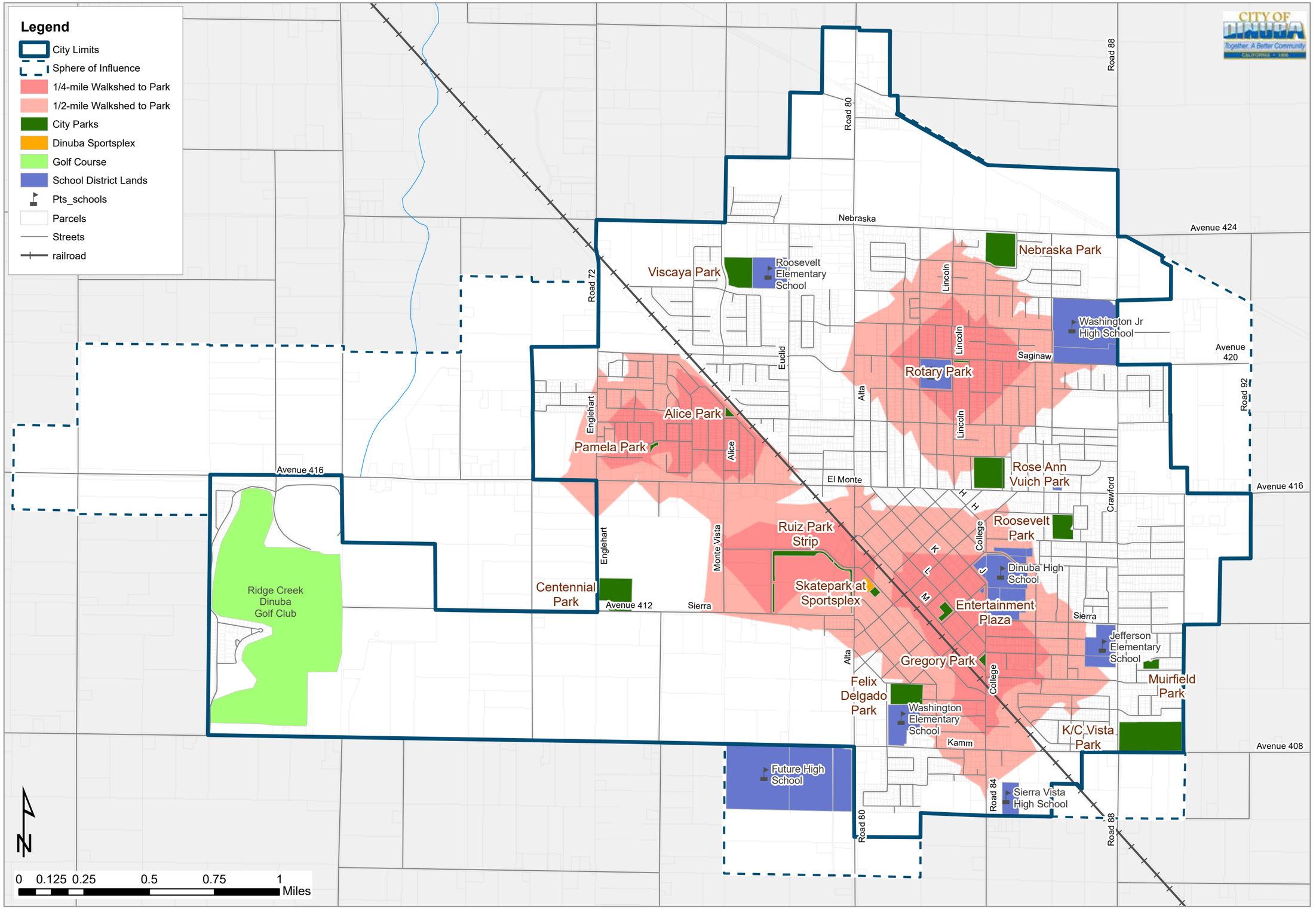
- Target area A (city-owned, 50 acre site near golf course for events grounds)
- Target area B (2-3 acre site in north-central Dinuba)
- Target area C (school district-owned, 0.2 acre site as possible downtown park or plaza)
- Target area D (city-owned, 0.36 acre site as possible downtown park or plaza)
- Target area E (3-4 acre site in northern Dinuba)

Also, another set of future acquisition target areas is noted on the map to fill existing service gaps located within the Dinuba Sphere of Influence (SOI) area.

- Target area F (3-4 acre site in east-central Dinuba SOI)
- Target area G (2-3 acre site in northeast Dinuba SOI)
- Target area H (3-4 acre site in west-central Dinuba SOI)
- Target area I (3-4 acre site in west-central Dinuba SOI)
- Target area J (2-3 acre site in west-central Dinuba SOI)
- Target area K (2-3 acre site in north-central Dinuba SOI)

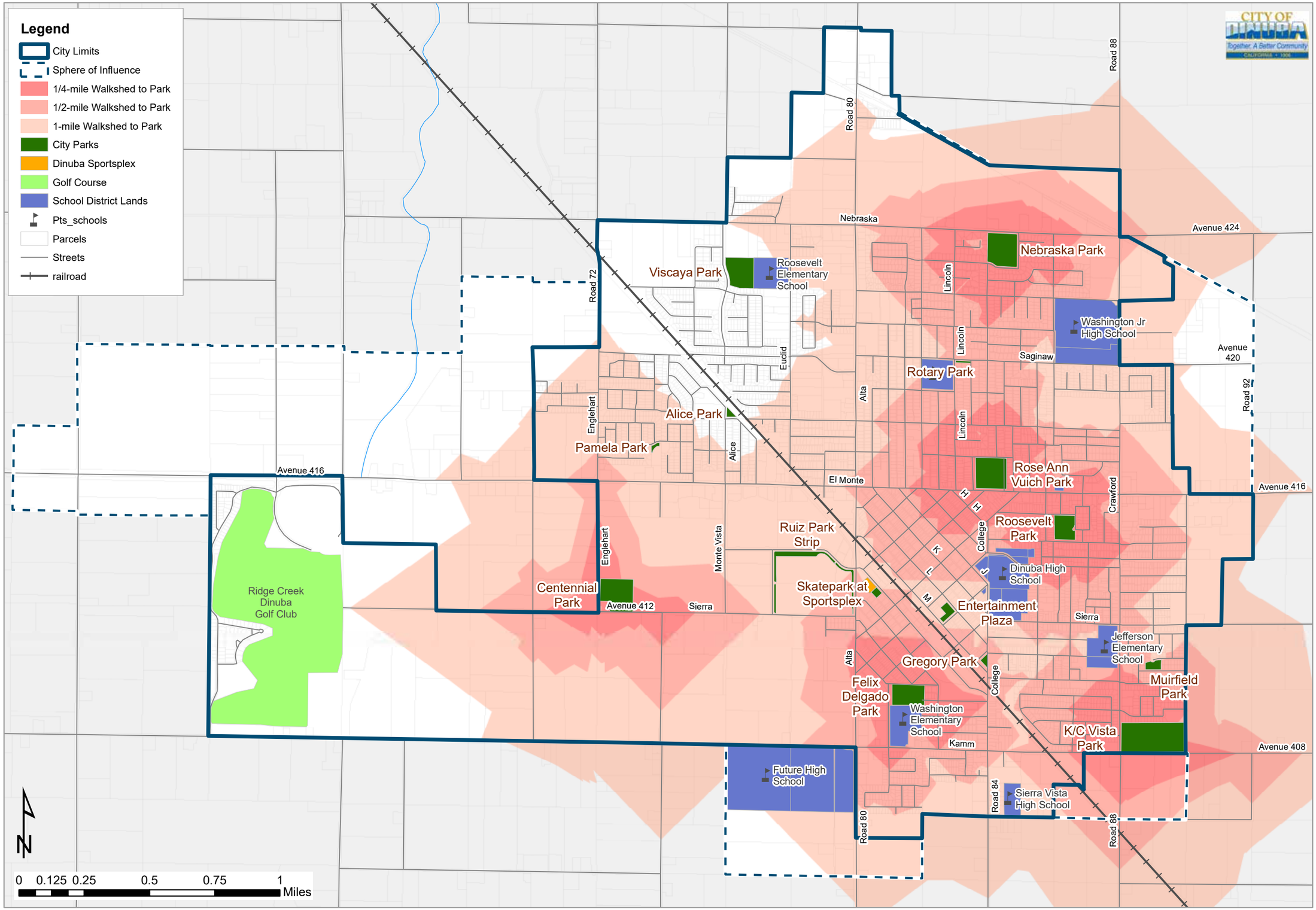
While the targeted acquisition areas do not identify a specific parcel(s) for consideration, the area encompasses a broader region in which an acquisition would be ideally suited. These acquisition targets represent a long-term vision for improving parkland distribution across Dinuba and its Sphere of Influence area.

Map 2: Walkshed Map (Neighborhood Parks)



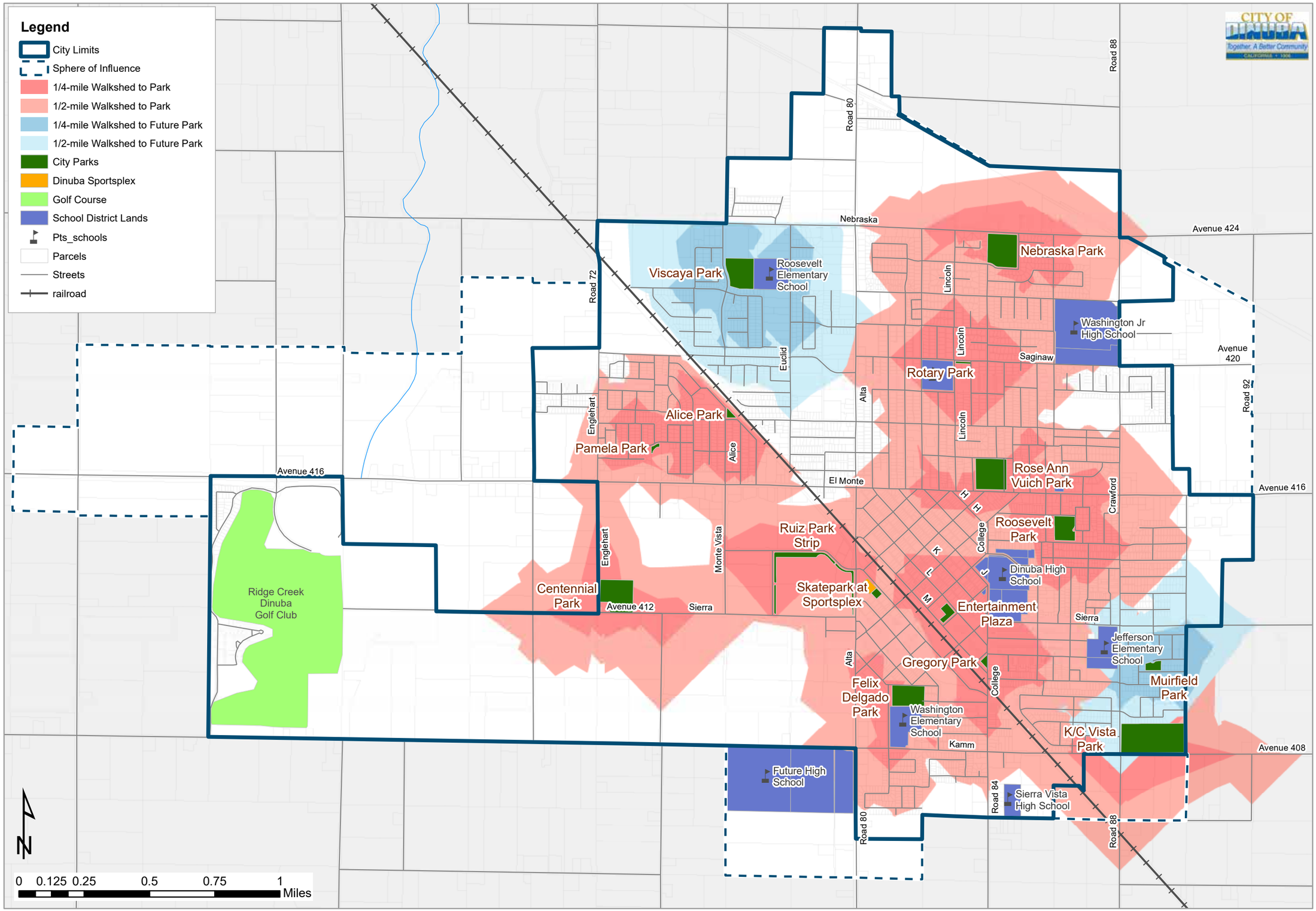
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Map 3: Walkshed Map (Community Parks)



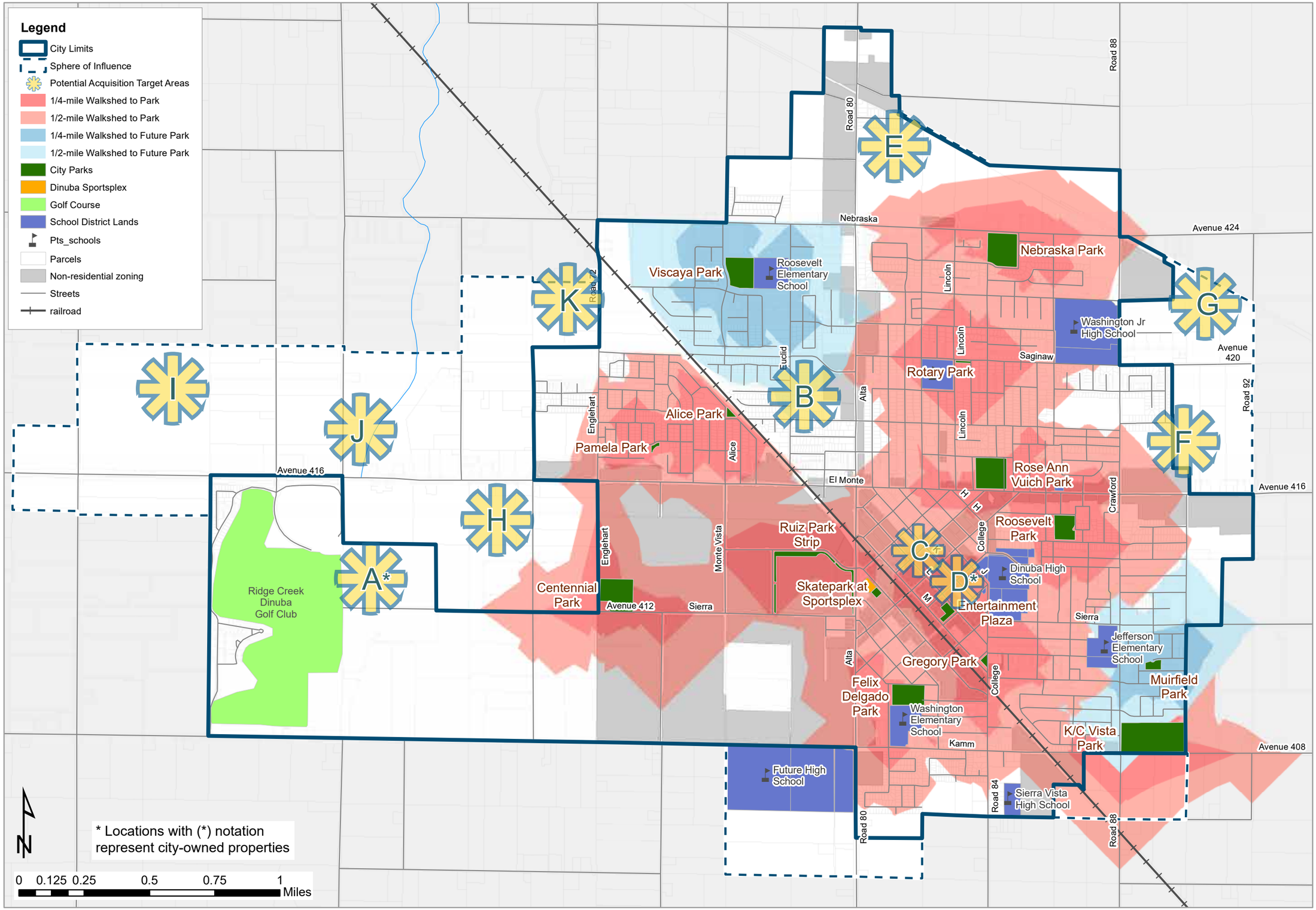
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Map 4: Walkshed Map (All Parks to 1/2-mile Area)



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Map 5: Acquisition Target Areas



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Standards & Levels of Service

A level of service (LOS) review was conducted to further understand the distribution and acreage needs for parkland to assess how well the community can access and enjoy parks, recreation and open space. Traditionally, the application of numeric standards for the provision of parks has applied an acreage of parkland per thousand residents as a target measurement for adopted standards. Service standards are the adopted guidelines or benchmarks the City is trying to attain with their parks system; the level of service is a snapshot in time of how well the City is meeting its adopted standards. This assessment also provides the future direction for ensuring adequate provision of parks for the community based on current and potential future gaps in this community infrastructure.

Many communities are developing guidelines that are customized to their community and its unique and often changing park and recreation demands, rather than solely applying the historic National Recreation and Park Association's (NRPA) published park metrics that primarily focused on parkland acres per capita. The use and application of standards continues to evolve and develop diverse approaches. This Plan evaluates the City's current park land level of service through a variety of characteristics.

Parkland Acreage

Dinuba's current level of service is examined using the population data and existing park acreage. The combined acreage for city-owned parks is 74.9 acres. The City is currently providing approximately 2.88 acres per 1,000 population in its park system relative to its adopted park standard of 5 acres per 1,000 people. A current deficit of approximately 55 acres exists today based on the existing standard, and additional park acreage will be needed to accommodate the estimated 2030 population of 26,175 residents (interpolated based on General Plan forecast). If this current level of service for city-owned parks is maintained into the future, the resulting demand for additional park land will translate into a need for approximately 56 acres of parkland.

Figure 12. Current & Projected Level of Service (Existing Park Inventory)

Metric	**Measurement**	
Existing Parks Level of Service (LOS) Standard	**5 acres per 1,000 residents**	
2020 Population	25,994 residents	
2030 Population Estimate	26,175 residents	
Parkland Acreage	**Total Acreage**	
Community Parks	62.19 acres	
Neighborhood Parks	11.58 acres	
Special Use Areas	1.17 acres	
Total	***74.94 acres***	
Level of Service	**2020**	**2030**
Effective Level of Service based on total acreage *(acres/1,000 residents)*	2.88	2.86
Net LOS to Standard *(acres/1,000 residents)*	(2.12)	(2.14)
Performance to Standard	58%	57%
Acreage surplus / (deficit)	(55.03)	(55.94)

The acreage-based discussion regarding level of service represents a status quo approach to the City's potential demand for parkland acreage relatable to today's existing standard. The assumption reflected in the chart (Figure 13) and the plan content preceding the chart is that today's park standard would be held constant and used as a guide post to estimate the future demand for parkland acres to accommodate population growth.

Following a review of the existing inventory along with potential parkland acquisitions or development noted in the gap analysis section, the projected park deficit for parks can be eliminated. The following table projects acreage demand to the 2030 population estimate. The projected deficit for parks decreases to zero assuming the City can bring the five identified projects noted in the gap analysis section to bear.

Figure 13. Projected Level of Service (with Potential Park Additions)

Metric	Measurement	
Existing Parks Level of Service (LOS) Standard	**5 acres per 1,000 residents**	
2020 Population	25,994 residents	
2030 Population Estimate	26,175 residents	
Parkland Acreage	**Total Acreage**	
Existing City Parks	74.94 acres	
Projected Park System Additions	55.5 acres	
Total	***130.44 acres***	
Level of Service	**2020**	**2030**
Effective Level of Service based on total acreage *(acres/1,000 residents)*	5.02	4.98
Net LOS to Standard *(acres/1,000 residents)*	0.02	(0.02)
Performance to Standard	100%	100%
Acreage surplus / (deficit)	0.47	(0.44)

The City should continue to use the existing standard and execute on projects that aim to expand the capacity of the system and meet the needs created by local growth.

Other Considerations

Using a service standard for park acreage tied to a community's population provides a common measure for guiding the amount of desired parkland. However, the acreage of parkland per capita provides only a limited measure of the value of recreational access and park amenities in demand for public uses. As the park system matures, other assessment techniques should be incorporated going forward to gauge the community's need for additional lands, facilities and amenities, which include the following.

- Park pressure, or the potential user demand on a park: Residents are most likely to use the park closest to their home. This measure uses GIS analysis to assign all households to their nearest respective park and calculates level of service (in acres of parkland per 1,000 residents) based on the acreage of the park and the number of residents in the 'parkshed'. Areas with lower levels of service are more likely to be underserved by parkland, and to see higher degrees of use and wear and tear on park amenities.
- Availability of park amenities: Park systems should include an equitable distribution and quantity of the most common amenities like playgrounds, picnic shelters, sports courts, sports fields and trails to meet local needs and help distribute the potential usage of individual parks. Working to

provide well-distributed basic park amenities, while also offering unique outdoor experiences, will result in a varied park system with a range of different recreational opportunities for residents.

- Park condition: The City should assess the condition of each park's general infrastructure and amenities on a regular basis. The condition or quality of park amenities is a key measure of park adequacy and a required assurance of public safety. General park infrastructure may include walkways, parking lots, park furniture, drainage and irrigation, lighting systems and vegetation. Deferred maintenance over a long time period can result in unusable amenities when perceived as unsafe or undesirable by park patrons.

Park System Enhancements

Sport Fields

The City currently provides significant infrastructure in the way of athletic fields at Felix Delgado Park, K/C Vista Park, Centennial Park and Roosevelt Park. Dinuba's sport fields could benefit from enhanced maintenance, investments and safety improvements. Improvements to field turf, irrigation and spectator facilities could allow existing fields to better serve recreation users.

Additional fields are provided by the Dinuba Unified School District. While acknowledging the contribution of the School District's sport fields toward the overall collection of fields, these sport fields are restricted in use due to the demand from school-based teams and programs. In reviewing existing City facilities, the City should plan for an additional 2-3 baseball fields and 6 soccer fields to meet the community's future needs.

If additional adult or youth leagues develop or as participation increases, the City should participate in periodic meetings with the leagues to assist in field space planning and address other issues related to inter-league coordination, field maintenance and protocols for addressing field issues. The City should continue to monitor the condition, investment needs and usage rates of its field facilities to best plan for long-term maintenance and capital needs. Field usage policies should be reassessed on a regular basis to ensure they continue to meet the needs of the City, user groups and neighbors. Field usage fees should also be updated periodically – and when significant field improvements are made - to address cost recovery and equity objectives. Such policies and fees should also address field scheduling for alternative uses, such as festivals, concerts and other community events.

Outdoor Sport Courts

Dinuba currently provides a basketball court at Alice Park and two outdoor basketball courts at Roosevelt Park. The City does not have any existing outdoor tennis or pickleball courts. The inclusion of additional basketball and tennis, as well as volleyball and pickleball, courts should be considered in the planning and development of future city parks. Half-court basketball courts, sports courts that contain funnel ball or a similar feature, or skate spots with one or two skate features, may be appropriate for inclusion in smaller parks, particularly in underserved areas or where there is expressed neighborhood interest. The growing popularity of pickleball warrants a grouping of courts in a future park or additional phases of development at K/C Vista Park to support the typical group activities associated with pickleball play.

Off-Leash Dog Areas

Walking with a dog is a very popular recreational activity, and off-leash areas have become desired amenities for dog owners living in urban environments who may otherwise have limited opportunities to exercise their pets. The City of Dinuba currently has one official off-leash dog area located at Nebraska Park, and community input indicates a modest interest for off-leash areas. As the city grow, it is recommended that the City provide another site (minimum, 1-acre) for this use within the next ten years.

Appropriate sites should be safe, not isolated, and noise impacts on neighbors should be considered. Ideally, a dog park would be a component to a larger (future) park, where infrastructure (e.g., parking, restrooms and garbage collection) exists and supports multiple activities.

The City also should continue and enhance signage and the enforcement of leash laws in parks where only on-leash activities are allowed. Additionally, improved signage is recommended regarding rules and encouraging community support for self-policing for behavioral issues and waste pick-up. Communities across the West have relied on grassroots or non-profit organizations for the on-going operations and maintenance of such facilities.

Water Play or Splash Pads

Splash pads or spray grounds are water play features that are very popular and provide a means of integrating aquatics into parks at a relatively low cost. Many communities incorporate splash pads and interactive fountains to help meet the need for water play, and survey respondents indicated an interest in access to additional splash pads for water play during the hot summer months. The popularity around the interactive spray feature at Entertainment Plaza demonstrates the community interest in such facilities. Dinuba should consider at least two more spray grounds to accommodate the local need and locate them to distribute usage. Depending on the design and functionality, these amenities can draw significant numbers of visitors to the park; therefore, the siting of such a facility should consider access to parking and public restrooms. K/C Vista Park and the proposed event grounds should be considered for siting splash pads.

Nature Play

Another significant, recent trend is that of the relationship between child development and access to nature or nature play. Stemming from Richard Louv's book *Last Child in the Woods*, a relative network of organizations and agencies have come together to discuss the impacts of nature play and seek funding and partnerships to facilitate ways to connect kids to their local environment. Recent studies show that children are smarter, more cooperative, happier and healthier when they have frequent and varied opportunities for free and unstructured play in the out-of-doors, according to the Children & Nature Network, a national non-profit organization working to reconnect children with nature which was co-founded by Louv. In the development of future park sites, Dinuba should consider the installation of nature play features and look for ways to optimize nature play opportunities with the unique characteristics of future parks.

Alternative Sports

Providing facilities for alternative or emerging sports, such as skateboarding, BMX, bike skills, climbing and parkour, can offer residents a more diverse range of recreational experiences, while creating destinations that attract local and regional visitors. The City currently has an outdoor, 20,000 square foot skatepark located adjacent to the Dinuba Sportsplex. Opportunities and facilities for other alternative sports are limited in the city at the present.

Skate Spots

The City should also consider incorporating small-scale skateboard features (skate spots) into park sites, as appropriate. The singular elements can provide an opportunity for beginners to develop basic skills prior to attempting tricks at the Skatepark.

Disc Golf

The sport of disc golf has less stringent landscape requirements than many other outdoor recreation facilities. Extensive grading is not required. Individual hole alignments can bend and curve within reasonable environmental constraints. As long as the tee areas and cage locations can be on level surfaces, courses can be situated on side slopes and hillsides.

The City should continue partnering with local users to facilitate the development of a course at K/C Vista Park. Disc golf players often are connected well in their community such that grants and donations can provide resources for equipment, and volunteers can help with tee box and cage/pad installation.

Bike Skills Park

Other than on-street bike routes, limited opportunities exist for bicycle skills development in Dinuba. The City should consider utilizing a portion of an existing park or future acquisition for a bike skills course or pump track. Such a course could provide a focal point for programming and individual skills development. It would also be complementary to the mountain bike trails available in eastern Tulare County and could be an option for youth programming.

Extreme / Adventure Sports Facilities

Dinuba could consider the future development of an outdoor recreation campus that could focus on alternative sports, including ziplines, aerial challenges, bouldering walls or outdoor parkour features. Such a project would be best suited as a public-private partnership and one that is operated, managed and insured by a private entity. Parking and restroom facilities should be provided with a development project of this nature, along with classrooms, storage for gear and a maintenance area. Locating such a facility may prove challenging, and the ideal site may need to be located away from a densely developed residential area. One potential site for such a facility may be adjacent to or part of the proposed events ground to consolidate maintenance demands and utilize support infrastructure, such as parking and restrooms.

Wayfinding, Identity & Signage

A good wayfinding system can provide a consistent identity and display effective and accessible information to orient the user. This guidance system ensures efficient use of the trail, park or other public space and conveys safety to the user by translating the environment

into a known geography. Signs, symbols, mapping, color, standardized site amenities combined with good design of the physical environment (i.e., trail or park) helps the user navigate the space and stay comfortably oriented.

The conditions assessment conducted as part of this Plan indicated that Dinuba parks need clearer, more prominent identification and signs located at multiple entry points. Such signage should identify the City of Dinuba as the provider, to be distinguished from school or private property, and offer methods for accessing additional information (e.g., contacts, volunteering, other facilities, etc.) to inform park users and visitors.

The City should consider a wayfinding and signage system that integrates all its parks and trails, as the system grows, with similar 'branding' to help all park and trail users understand where they are, what they might need to know, how to get more information and who the provider is. An effective wayfinding system not only provides directional and locational information to the trail user. The combination of materials, color, specific sign types for conveying different information, unified font designs, and matching site furnishings (i.e., benches, bollards, drinking fountains, etc.) can all contribute to creating strong identifiers and that unique sense of place for Dinuba's park system.

Park Concept Designs

Centennial Park

Centennial Park is filled with potential and features wide-open space waiting to be developed. This park is located west of downtown and can be made home to an event center with the capacity to hold large crowds. This park is the perfect host, as it's iconic water tower can guide visitors to the site from miles away.

The soccer fields currently located at this park draw in park users. A new walking path that surrounds the perimeter will help provide universal access down to the soccer fields and will also form a loop around the entire park for those wanting to walk or jog. Workout stations are also spread out along the path for those with a fit focus. The paths will be sweeping and undulating to provide interest and character. This will also give a dedicated maintenance access to keep the parks appearance up to it's full potential.

The most exciting improvement to come is a stage cut-in to the hillside that joins the upper and lower part of the park. The stage will be large enough for a large band or choir and will feature a dance floor in front accompanied by a green lounging area. The stage will also have it's own storage rooms and will share a roof with the restrooms on the upper level. The backdrop for the stage will share a common wall with the restroom and will feature a mural representing Dinuba's culture or values.

To better serve the sports on this site there are plans for a concession stand and storage within the base of the water tower. Sports field lighting will also extend the usable time for this park. A new pavilion will provide another space for postgame picnics or other groups to gather and celebrate whatever the occasion. The expanded playground will add more fun to any gathering for the young ones by offering more play options. This area will also have new shade sails to keep the fun going even in the hottest part of the year.



1. Turf
2. Planting Area
3. Concrete Walkway
4. 6' Sloped Walkway
5. 8' Sloped Walkway
6. 10' Sloped Walkway
7. Water Tower
8. Concession Stand
9. Recreation Department Storage
10. Expanded Playground
11. Shade Sails
12. Existing Pavilion
13. New Pavilion
14. New Restrooms
15. New Stage w/ Mural Backdop
16. New Dance Floor
17. Stage Storage
18. Stage/ Restroom Roof
19. Exercise Station
20. Existing Soccer Field
21. Grade Break
22. Lowered Soccer Field
23. Lowered Open Play Area
24. Nuisance Water Riparian Area (Fence if needed)

Existing Tree

New Tree

Sierra Designs, inc
Landscape Architecture and Planning
113 N. Church Street Suite 310
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K. S. Hutmacher, ASLA
Daniel M. Veyna, ASLA

Centennial Park
Schematic Plan
Dinuba, CA

CONSERVATION TECHNIX

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Since this park is used for water storage and overflow, additional terracing is proposed. This would consist of a low riparian area, an open green space terrace, two soccer fields on the next level and the third soccer field on the final terrace in the basin.

Lastly, the park will be enhanced with several shade trees around the soccer fields, walking paths and play areas. New shrub planting will help to screen some of the existing utilities and soften the park entry.

K/C Vista Park

K/C Vista Park is going to be one of the most active parks around. By adding onto the existing amenities, there will be something for everyone-young and old to do and keep fit. The expanse of this park will serve all of these groups without feeling overcrowded. This park has good walkability for the surrounding neighborhoods and provides parking for those who seek it out as a destination.

K/C Vista Park currently has quite a bit to offer for organized sports including two baseball fields, one full size soccer field, two youth soccer fields and disc golf, with plans of adding four basketball courts and four pickleball courts. The new court sports area will have picnic tables for those onlooking or hangout in between games. New tree planting will offer shade and soften the surrounding fencing. An expanded parking lot is also near the sports courts and will give easy access to those utilizing these amenities. This area will also receive a new picnic pavilion and restrooms for the convenience of its users.

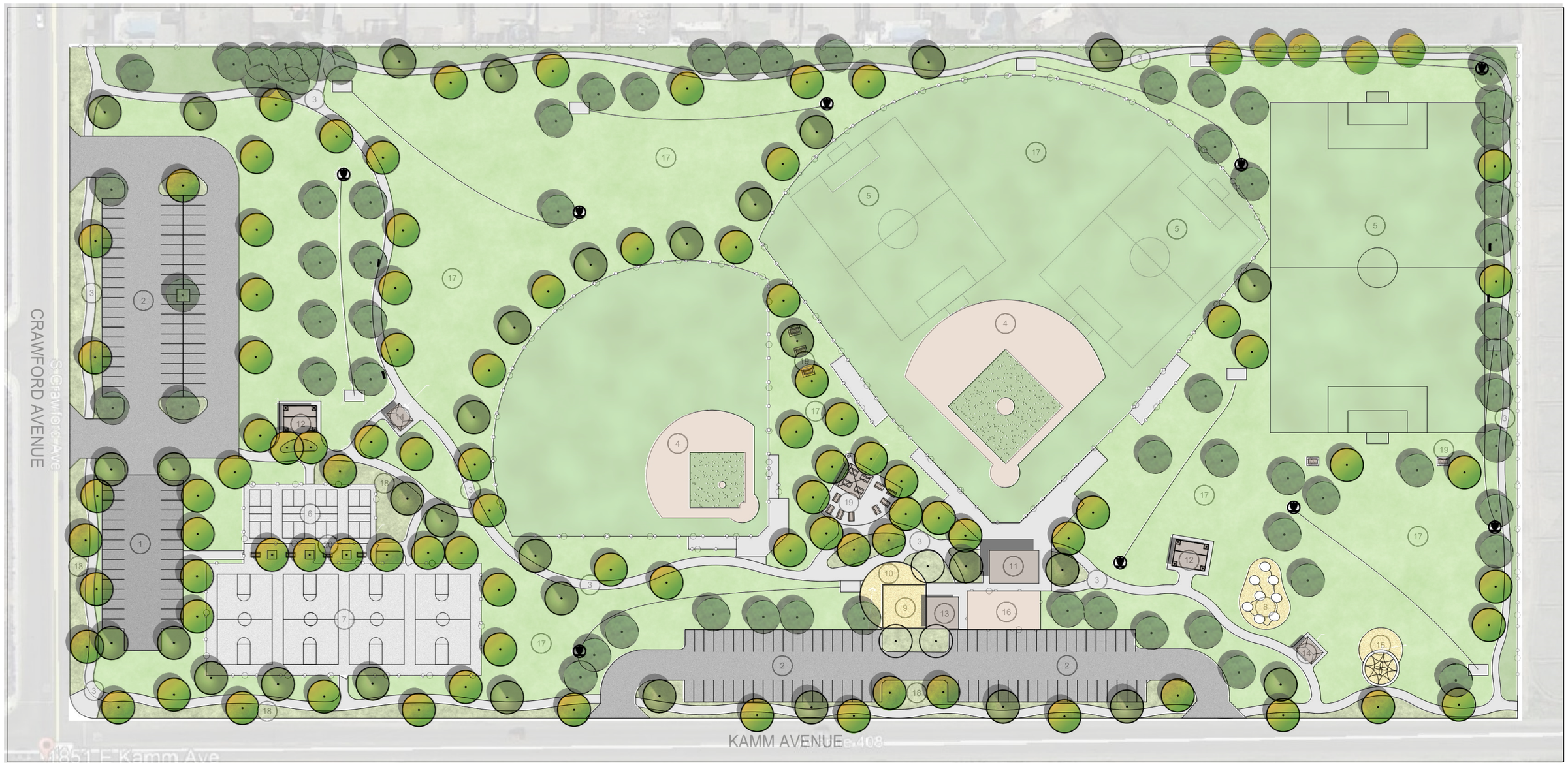
New walking paths will guide park patrons around the park and to each amenity, hosting extra wide paths in higher traffic areas. These paths will also tie into an existing neighborhood trail and streetscape sidewalk.

A new pavilion and large group picnic area will provide space for team gatherings and other group activities. This area is nestled in between the two fields and near the existing concession stands and restrooms. It is also near the existing playground which is to be expanded and will offer more play features for this area.

The southwest corner of the park will also see many improvements. A new interactive water feature and playground will add more for the young kids to do and will help everyone cool off on those really hot days. This area will also have a ninja warrior course that is sure to challenge the older kids/teens in a fun and entertaining way. A restroom will also be added to this area to sever these features along with another picnic pavilion.

This park will also have greening improvement by adding trees throughout the park and shrub planting along the streetscape.

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1. New Parking Lot
2. Existing Parking Lot
3. New Path
4. Existing Baseball Field
5. Existing Soccer Field
6. New Pickleball Courts
7. New Basketball Courts
8. Ninja Warrior Course
9. Existing Playground
10. Playground Expansion
11. Concession Stand & Restrooms
12. New Pavilion
13. Existing Pavilion
14. New Restroom
15. New Playground & Water Features
16. Utility Yard
17. Turf
18. Planting area
19. Picnic Table
20. Game Table
- New Tree
- Disc Golf Tee
- Disc Golf Basket
- Existing Tree

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KC Park

Schematic Plan

Dinuba, Ca

CONSERVATION TECHNIX

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December 22, 2020

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PROGRAMS, FACILITIES & EVENTS

Dinuba's recreation services are a major community asset and support the physical, mental and social health of community members. The City currently provides facility space to accommodate a variety of programming, including fitness, sports, day camps and a variety of other programs and special events for all ages. To continue to provide responsive and focused programs, the City should continue to:

- Enhance the diversity of programs offered, focusing on programs that are in high demand or serve a range of users
- Continue to maintain accessibility of programs, by holding classes and activities at affordable rates
- Meet the needs of diverse users, including at-risk communities and those with special needs
- Monitor local and regional recreation trends to ensure community needs and interests are addressed by available programming

Given limited resources and the availability of private recreation in the broader region, the City should continue to expand its partnership with the Dinuba Unified School District and explore relationships with private fitness clubs and the local entrepreneurs (i.e., contractors) to provide recreation services. The City also should promote and coordinate recreational opportunities provided by its partners to help connect residents with options to learn and recreate.

Programs

Youth Programming

The City offers youth programming through after school and summer programs that includes sports, crafts, clubs, field trips and homework assistance. The After School Program is located at five school sites (Jefferson, Kennedy, Lincoln, Roosevelt and Wilson) during the school week and in conjunction with the school district calendar. The Summer Fun Program is located at three sites: Roosevelt Park, Vuich Park and College Park Recreation. Additionally, a winter break program is offered at the Sportsplex. Together, these programs accommodate over 600 youth per year.

Adult Programming

Fitness and recreation programs for adults in Dinuba are provided at the Dinuba Sportsplex and the Dinuba Community Services Center. The Sportsplex indoor recreation center offers basketball courts, volleyball courts, turf area for indoor soccer, fitness area and batting cages. The Community Services Center provide indoor space for fitness classes, parties and gatherings.

Recreation opportunities for adults include drop-in activities at the Sportsplex, as well as scheduled programs at both venues. The City supports Zumba, boxing instruction and Tae Kwon Do classes via arrangements with class instructors.

Based on the community survey conducted as part of this planning project, local residents indicated interest in more opportunities for adult recreation, including health and fitness

programs, art programs (music, dance and art) and sport leagues, such as basketball, volleyball, softball and soccer. Furthermore, fitness and wellness programs are some of the greatest areas of growth in public recreation programming. With a society that has an increasing awareness of the benefits of good health and a realization that obesity is a major risk for Americans, there has become a much higher demand for programming in this area.

In the future, Dinuba may wish to expand the quantity and breadth of adult programs offered via mutually-beneficial partnerships with other recreation providers. In particular, the City should consider additional and more varied health and fitness classes, individual, drop-in and team sports programs, classes in alternative sports, additional art and music classes; and educational programs, such as language, and personal and home improvement. Because recreational programming can be influenced by national and regional trends, staff must stay abreast of current trends and continue to evaluate program offerings.

Sports

Youth Sports

The City's Parks and Community Services Department currently provides a number of youth sports, including basketball, baseball, softball and soccer. The City is the primary provider of youth sports; however Cal Ripken Youth Baseball and Dinuba Youth Football offer additional opportunities for local youth athletics. The City's youth sport programs serve approximately 1,100 youth per year, with recent growth in soccer participation.

To meet local needs, the Parks and Community Services Department should continue to provide and enhance youth sports as a core program in the future. Demand for and participation in youth athletic programs is likely to grow in the future. The Department should also consider opportunities to expand youth sports camps and clinics and increase its focus on the development of alternative or adventure sports (skateboarding, climbing, parkour, disc golf, Ultimate Frisbee, etc.).

Aquatics

The City offers swim lessons, water aerobic classes and open swim opportunities at Dinuba High School. Enrollment in swim lessons increased in 2019 over prior years, indicating a strong local demand for aquatics. Swim lessons are available to youth ages 4 through 18, and aerobics and open/lap swims are available to adults. The City utilizes the high school facility during the summer months. The City should maintain its programming for aquatics and explore options with the school district for year-round offerings, depending on demand.

Senior Center & Programs

The Dinuba Senior Center provides activities, classes and meals for local seniors. Classes include exercise, ceramics, line dancing, quilting and crafting. Educational and enrichment opportunities include presentations, classes and trainings, such as blood pressure clinics, safety, elder abuse and resource clinics.

The Department currently provides programming specifically targeted toward adults 55 and over, but the depth and breadth of programming for seniors may need to adjust as the overall population ages, with a greater emphasis on the wide-ranging needs and expectations of the Baby Boomer generation. In particular, this generation has greater participation in active recreation opportunities than previous generations. Today's seniors are generally more active than previous generations and would benefit from a diverse array of recreational and educational programs that promote active, healthy lifestyles. The City will likely see a demand for programs offered in evenings and weekends, as community members maintain employment or volunteer activities later in life.

The City should explore opportunities for mutually-beneficial partnerships with the Kings/Tulare Area Agency on Aging, community organizations and county agencies to provide expanded senior programs, classes, activities and services.

Community & Special Events

The Parks & Community Services Department has a major focus on special events. The City coordinates and/or staffs eight major special events and festivals throughout the year. These events are well attended, with over 8,500 people participating in 2019 (pre-Covid). Dinuba Parks & Community Services Department's special events and programs include:

- Spring Fling
- Rummage Sale
- Farmers Market
- Independence Day Celebration
- National Night Out
- Dog Days
- Fall Harvest
- Christmas Parade

The City also assists with Cinco de Mayo, Raisin Day, Latino Health Awareness Celebration and Red Ribbon Night. Non-city events, such as the Car Show and Cruise, utilize Dinuba's parks.

Community and special events should continue to be an area of emphasis. Special events draw communities together, attract visitors from outside the community and are popular with residents. However, due to resource requirements of coordinating special events, the overall growth in the number of events should be carefully managed. This will ensure the City can adequately invest in its overall recreational offerings and maintain high-quality special events. If the City decides to offer more events, it should obtain sponsorships to offset costs and develop a series of seasonal activities or rely on other organizations to fund, program and operate events.

Also, the success of events in Dinuba has placed significant strains on Rose Ann Vuich Park as a venue, due in part to limitations in restroom capacity, parking and logistics. The City should plan for and develop an event space and amphitheater east of the golf course to accommodate large and growing events for the community.

Other Programming Areas

Special Needs

It is often difficult for recreation agencies to have significant special needs programs. As a result, recreation departments often offer these programs in partnership with local or regional jurisdictions and service agencies in order to provide high-quality, cost-effective programs. While the City's direct programming for the local special needs population is limited, the Department should strive to provide a robust number of programming, events and activities that are inclusive and accessible to all residents. This could include partnering with Special Olympics Northern California to offer facility space or support for local events and competitions. Other opportunities to partner or support may exist through the Dinuba Unified School District, Tulare County Office of Education or the local parenting network.

Arts & Culture Programs

Park and recreation planning values the relationship to arts and culture, as they directly contribute to the quality of life, sense of place and ability of Dinuba to continue as a healthy and vibrant community. The City should consider the development of a Cultural Arts Plan and consider public art as a component to enhanced place-making. Many successful cities have used public art to define public spaces, promote tourism and encourage civic pride and identity. The plan should advocate for lifelong learning in creativity and the arts that will enhance artists and arts opportunities and provide a connection for artistic development through partnerships and relationships with collaborative organizations. Cooperation by educational providers, libraries, businesses and organizations will be necessary to leverage programming, events, exhibits and facilities to expand cultural arts access for the mutual benefit to the community.

Communications & Marketing

The Parks and Community Services Department should commit to taking a stronger role in coordinating and delivering recreation programs and services in the community to ensure that there is a broad base of programming options available. This will require strong communications with other providers to determine roles, tracking of programs offered and number of participants, plus actively promoting the availability of services.

To maximize the programming offerings by the Department, as well as other providers in the community, there needs to be a strong marketing effort to inform and promote the recreation programs and services that are available. This can best be accomplished by having a comprehensive marketing plan for recreation programs and services. This needs to be a simple, easy to implement document that serves as a guideline for specific marketing efforts. In addition, a more visionary, 5-year plan should be crafted that outlines areas of focus, marketing tools and specific tasks, as well as identifying the responsible staff member for implementation, financial resources that are required and a thorough evaluation process. The marketing plan should focus on the following areas:

- Website enhancement to better promote programs and services

- The development of a program catalog, as appropriate
- Promotion of program registration options, especially online
- Programs and services offered by other providers

There should be a strong recognition of the different demographic markets that have to be served. The youth, senior and family populations in the area should be specifically addressed.

TRAILS & CONNECTIVITY

Dinuba residents desire to have connecting routes to local places that include home, work, school, shopping, play and access to nature. This need for healthy, recreational corridors requires a complete hierarchy of trails that range in scale from multi-use paved trails to local park pathways and bike routes. The future target for Dinuba will be a connected recreational trail network that is integrated into the City's active transportation system to provide seamless access throughout the community.

Trends & Local Public Input

As was noted earlier in this chapter, walking and hiking continue to be the most popular recreational activities nationally and regionally, with approximately 65% participating in these activities based on statewide data. Furthermore, over the past ten years, national recreation studies have consistently ranked hiking and walking as the most popular form of outdoor recreation. These studies include:

- Sports Participation Survey; National Sporting Goods Association
- Outdoor Recreation Participation Report; The Outdoor Foundation
- State of the Industry Report; Recreation Management Magazine
- Outdoor Recreation in America; The Recreation Roundtable

The citizens of Dinuba identified trails as a top priority in their park system. From the community survey conducted as part of this Plan update, walking or running was the top reason for visiting local parks in the last year. A large majority of survey respondents (85%) think that Dinuba does not have enough trails and pathways.

When asked about desired enhancements to park system infrastructure, increased trails for walking and biking were rated with the highest level of importance. A substantial majority of survey respondents (96%) were supportive of expanding and improving multi-use walking and biking trails, and they ranked trails as the top amenity to be added to Dinuba's parks system.

Additionally, the need to increase trail connectivity, safe routes to school and safety improvements for street crossings were identified by participants at community outreach events.

Trail Classifications

Trails provide people with valuable links between neighborhoods, parks, schools, commercial centers and other regional non-motorized facilities.

As part of an active transportation plan, the recreational trail system can contribute by providing for alternative transportation modes of both walkability and cycling. To be effective in an active transportation plan, trails must connect across the network and provide access to target destinations. There are opportunities to create pleasant greenways and trails that stretch across the community and that connect residents to the wealth of parks, natural areas, recreation facilities and other amenities Dinuba has to offer.

The Dinuba recreational trail classification system is based on a tiered network. The differences between trail classifications are based on purpose, intensity of use and influence the trail width, material and recommended support facilities. Trail planning and design in California typically relies on the guidelines and design standards established and documented in Chapter 1000 of the California Department of Transportation (Caltrans) *Highway Design Manual*. Caltrans standards provide for three distinct types of facilities, as generally described below.

- Bike Paths (Class 1) are paved rights-of-way completely separated from streets. Bike paths are often located along waterfronts, creeks, railroad rights-of-way or freeways with a limited number of cross streets and driveways. These paths are typically shared with pedestrians and often called mixed-use paths.
- Bike Lanes (Class 2) are on-street facilities designated for bicyclists using stripes and stencils. Bike lanes may include buffer striping to provide greater separation between bicyclists and parked or moving vehicles. Bike lanes are the preferred treatment for all arterial and collector streets on the bikeway network, and not typically installed on low-volume, low-speed residential streets.
- Bike Routes (Class 3) are streets designated for bicycle travel and shared with motor vehicles. These routes are designated by signs and permanent markings, such as "sharrow symbols," that illustrate to drivers that bicyclists are legitimate users of the lane space. Class III routes are often designated on roadways with low levels of motor vehicle traffic or are used as alternative routes through high-demand corridors.

For Dinuba recreational trails, a simple classification system that identifies the functions and types of trails in the city contributes to the City's transportation system and network of pedestrian and bicycling pathways and circulation. This trail system also identifies future connections necessary to complete an integrated trail network.

Recommended Trail Network

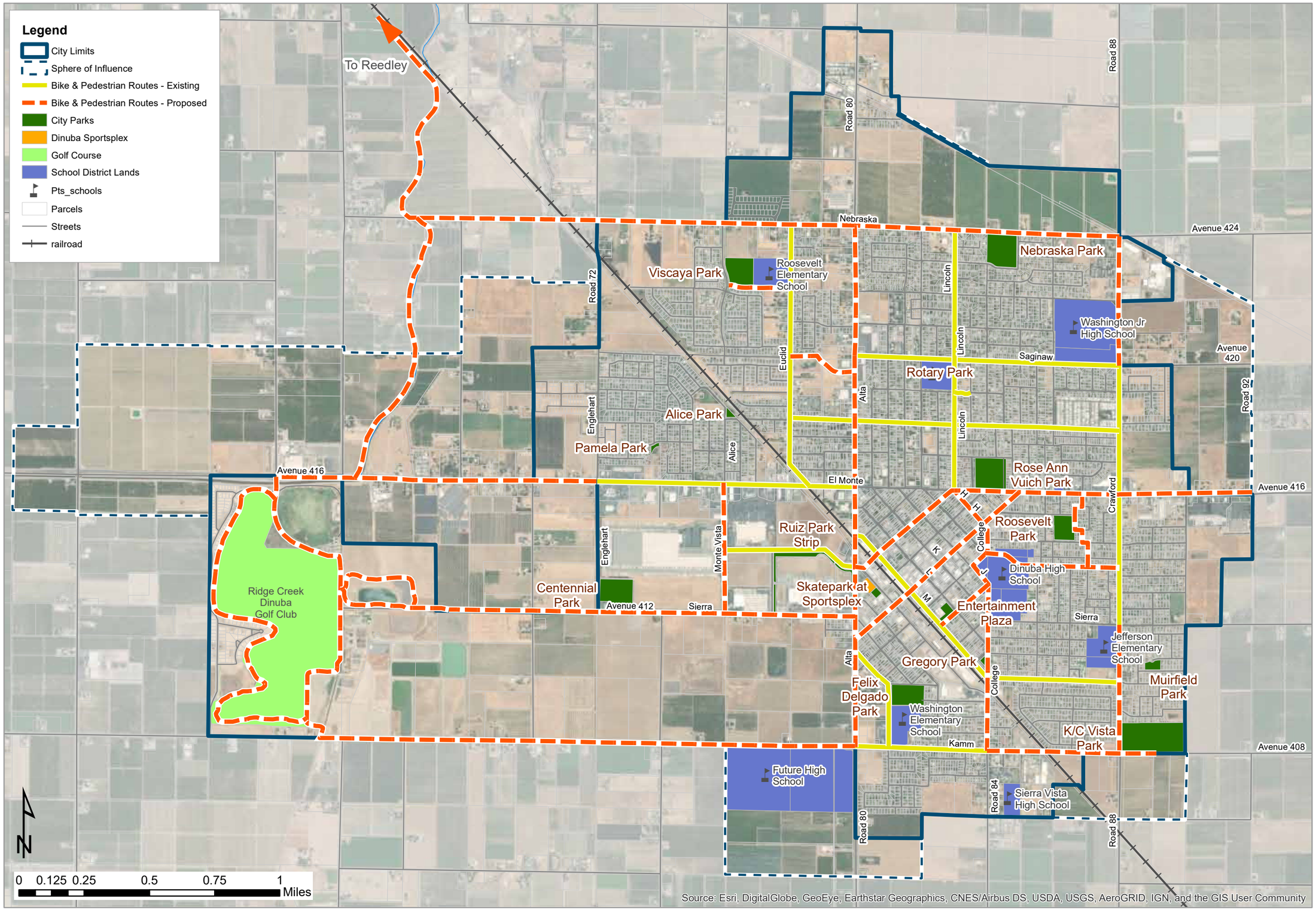
Dinuba should develop a system of multi-use, recreational trail linkages and, in conjunction with on-street bicycle and pedestrian facilities, seek to establish a comprehensive network of access linking major activity areas and destinations for recreational, as well as alternative transportation, purposes. Map 6 conceptualizes the recreational trail network, and the on-street linkages relate to, and expand upon, the existing and proposed corridors noted in the City's 2019 Pedestrian and Bicyclist Safety and Connectivity Study. Park trails and on-street bike and pedestrian corridors will provide recreation, relaxation and access to other outdoor spaces across the city. Priority trail locations and connections include the following:

- Recreational park trail and on-street connection linking the golf course, future event site and Centennial Park
- Trail connection between the golf course and Reedley via an alignment that follows Travers Creek north of Dinuba's SOI
- Bike routes (Class II and/or Class III with sharrows) connecting most of the parks across the city

It is recognized that significant challenges exist to bring these recreational trail connections to fruition, and coordination with the Public Works Department, the City of Reedley and Tulare County will be crucial. Multiple ownerships along the Travers Creek corridors will challenge for securing an alignment, and there is a need for an aggressive program to secure public access easements along this creekway to accommodate a future trail.

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Map 6: Potential Recreational Trails



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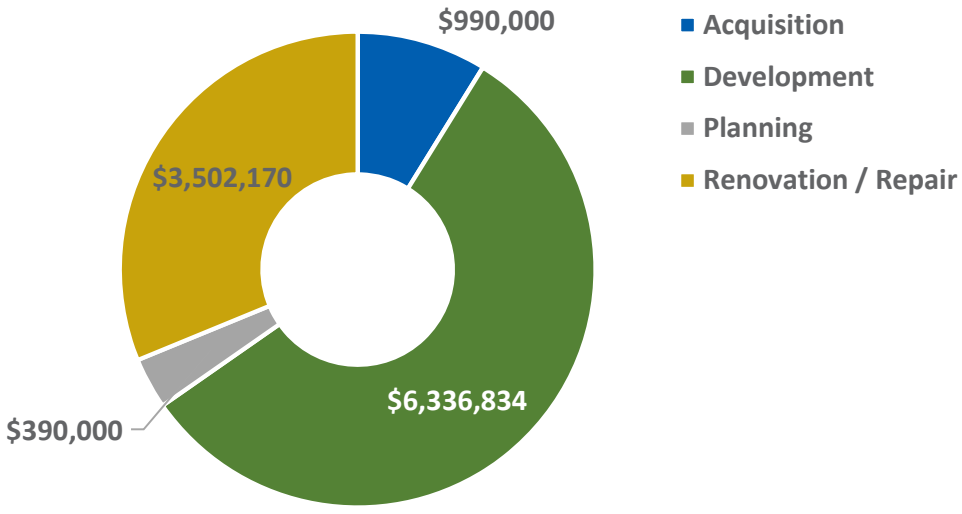


6 Capital Planning

The following Capital Facilities Plan identifies the park, trail and facility projects considered for the next 10 years or more. The majority of these projects entail the maintenance, acquisition and development of parks and special recreation amenities. Based on survey results and other feedback, Dinuba residents have indicated an interest in park facility upgrades, enhanced trail connections and development of park amenities as priorities, and the Capital Facilities Plan is reflective of that desire.

The table below summarizes the aggregate capital estimates by park types for the next 10 years. The Capital Facilities Plan on the following pages provides brief project descriptions and priority ranking to assist staff in preparing future capital budget requests.

Figure 14. Potential Projects List Expenditures Summary



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Park Site	Project Description	Activity	Priority	2021	2022	2023	2024	2025	2026	2027-30	Sum
Alice Park	Install playground shade structure	D	2		$ 65,000						**$ 65,000**
	Add benches by playground and basketball court	D	2		$ 3,000						**$ 3,000**
Centennial Park	Install restroom	D	2		$ 200,000						**$ 200,000**
	Install pavilion	D	2		$ 80,000						**$ 80,000**
	Install picnic tables in pavilion	D	2		$ 12,000						**$ 12,000**
	Install perimeter pathway	D	1				$ 225,544				**$ 225,544**
	Install benches along pathway	D	2				$ 4,000				**$ 4,000**
	Install playground shade structure	D	2				$ 65,000				**$ 65,000**
	Turf management: Minor repairs irrigation, pothole filling overseeding	R	2				$ 81,000				**$ 81,000**
	Turf management: Re-grade, till, import soil	R	2				$ 405,000				**$ 405,000**
Entertainment Plaza	Conduct site master plan update	P	1	$ 25,000							**$ 25,000**
	Renovate plaza as per pending site master plan	D	2		$ 250,000	$ 1,750,000					**$ 2,000,000**
Felix Delgado Park	Install perimeter pathway	D	2				$ 21,120				**$ 21,120**
	Install benches	D	2				$ 2,000				**$ 2,000**
	Install playground shade structure	D	1				$ 65,000				**$ 65,000**
	Install pavilion	D	1				$ 75,000				**$ 75,000**
	Install picnic tables	D	1				$ 12,000				**$ 12,000**
	Replace restroom	R	1				$ 160,000				**$ 160,000**
	Refurbish concession building	R	1				$ 75,000				**$ 75,000**
	Strip and re-seed sport field turf	R	2				$ 46,405				**$ 46,405**
	Install scoreboard	D	2				$ 8,000				**$ 8,000**
	Replace irrigation system	R	2				$ 379,500				**$ 379,500**
Gregory Park	Install additional playground elements	D	3						$ 30,000		**$ 30,000**
	Install picnic tables and benches	D	3						$ 6,000		**$ 6,000**
K/C Vista Park	Install disc golf course	D	2	$ 22,500							**$ 22,500**
	Install perimeter pathway	D	1					$ 55,000			**$ 55,000**
	Install benches along pathway	D	2					$ 8,000			**$ 8,000**
	Install playground shade structure	D	1					$ 130,000			**$ 130,000**
	Install second playground	D	2					$ 70,000			**$ 70,000**
	Install splash pad	D	3					$ 450,000			**$ 450,000**
	Install picnic tables	D	2					$ 16,000			**$ 16,000**
Muirfield Park	Install playground shade structure	D	1	$ 65,000							**$ 65,000**
	Install pavilion	D	1	$ 80,000							**$ 80,000**
	Install picnic tables in pavilion	D	1	$ 12,000							**$ 12,000**
	Install benches	D	2	$ 4,000							**$ 4,000**
	Install park name sign	D	1	$ 2,000							**$ 2,000**
Nebraska Park	Install perimeter pathway	D	1			$ 26,730					**$ 26,730**
	Install benches along pathway	D	2			$ 4,000					**$ 4,000**
	Install playground shade structure	D	1			$ 65,000					**$ 65,000**
	Install restroom	D	1			$ 160,000					**$ 160,000**
	Install group picnic area	D	2			$ 80,000					**$ 80,000**
	Add riparian trees near the retention basin	D	3			$ 8,000					**$ 8,000**
	Install park name sign	D	1	$ 2,000	$ 2,000						**$ 4,000**

Figure I8: Capital Facilities Plan (pg I)

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Park Site	Project Description	Activity	Priority	2021	2022	2023	2024	2025	2026	2027-30	Sum
Pamela Park	Install perimeter pathway around retention area	D	3					$ 13,860			**$ 13,860**
	Install playground	D	2					$ 70,000			**$ 70,000**
	Install benches	D	2					$ 2,000			**$ 2,000**
	Install picnic tables	D	2					$ 4,000			**$ 4,000**
Roosevelt Park	Install perimeter pathway	D	3						$ 19,470		**$ 19,470**
	Install benches along pathway	D	3						$ 2,000		**$ 2,000**
	Install exercise stations along pathway	D	3						$ 30,000		**$ 30,000**
	Repurpose racquetball courts with pickleball courts	D	2						$ 75,000		**$ 75,000**
	Upgrade & replace ballfield fencing, screening & netting	R	2						$ 110,000		**$ 110,000**
	Refurbish ballfield announcer's building	R	2						$ 130,000		**$ 130,000**
	Re-grade & seed sport field turf	R	2						$ 98,265		**$ 98,265**
Rose Ann Vuich Park	Install pavilion	D	1		$ 80,000						**$ 80,000**
	Install picnic tables in pavilion	D	1		$ 12,000						**$ 12,000**
	Install playground & exercise station shade structures	D	1	$ 130,000							**$ 130,000**
	Add a transfer station to the playground	D	1		$ 10,000						**$ 10,000**
	Install perimeter pathway	D	2		$ 27,610						**$ 27,610**
	Install benches along pathway	D	2		$ 6,000						**$ 6,000**
	Replace restroom	R	1	$ 200,000							**$ 200,000**
	Renovate amphitheater structure and area	R	2						$ 1,000,000		**$ 1,000,000**
	Replace irrigation system	R	3						$ 567,000		**$ 567,000**
Ruiz Park Strip	Install exercise station	D	3							$ 36,000	**$ 36,000**
	Install benches along pathway	D	3							$ 3,000	**$ 3,000**
Skatepark at Sportsplex	Add shade sails over skatepark & add additional elements	D	3					$ 130,000			**$ 130,000**
Viscaya Park	Construct park as per site master plan	D	2	TBD							**$ -**
Future Event Grounds	Plan & design community park / event space (50 ac)	P	1		$ 300,000						**$ 300,000**
Future Downtown plaza	Plan & design downtown plaza/park (0.36 ac)	P	2					$ 65,000			**$ 65,000**
Future Acquisitions	Neighborhood park acquisition (C: 0.2 ac)	A	1	$ 30,000							**$ 30,000**
	Neighborhood park acquisition (B: 2-3 ac)	A	1		$ 250,000						**$ 250,000**
	Neighborhood park acquisition (F: 3-4 ac)	A	2				$ 300,000				**$ 300,000**
	Neighborhood park acquisition (E: 3-4 ac)	A	3							$ 350,000	**$ 350,000**
Golf Course Trail	Install perimeter trail around course & add signage	D	2				$ 200,000				**$ 200,000**
Travers Creek Trail	Secure easements or right-of-way for alignment to S Buttonwillow Ave	A	2					$ 60,000			**$ 60,000**
	Design and construct trail (Avenue 416 to Avenue 424)	D	3							$ 750,000	**$ 750,000**
Sierra Way Trail	Design and construct trail (Golf course to Centennial Park)	D	2						$ 600,000		**$ 600,000**
ADA-compliance upgrades	Play area ramps, paved paths, curb cuts, etc.	R	1	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 40,000	**$ 100,000**
Minor repairs/ replacement	Ongoing capital repairs and asset replacement	R	1	$ 15,000	$ 15,000	$ 15,000	$ 15,000	$ 15,000	$ 15,000	$ 60,000	**$ 150,000**
				$ 597,500	**$ 1,320,610**	**$ 2,120,730**	**$ 2,149,569**	**$ 1,098,860**	**$ 2,692,735**	**$ 1,239,000**	**$ 11,219,004**

NOTE:

This CFP identifies planning-level cost estimates and does not assume the value of volunteer or other non-City contributions.

Detailed costing may be necessary for projects noted.

For on-street or in right-of-way trail corridors, coordinate with Transportation System Plan

This CFP is not an official budget and intended as a guiding document for City staff in the preparation of departmental budgets.

Code	Activity
A	Acquisition
D	Development
R	Renovation / Repair
P	Planning

Code	Priority
1	High Priority
2	Medium
3	Low Priority

Figure I8: Capital Facilities Plan (pg 2)

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7 Implementation

A number of strategies exist to enhance and expand park and recreation service delivery for the City of Dinuba; however, clear decisions must be made in an environment of competing interests and limited resources. A strong community will is necessary to bring many of the projects listed in this Plan to life.

The recommendations for park and recreation services noted in this Plan may trigger the need for funding beyond current allocations and for additional staffing, operations and maintenance responsibilities. Given that the operating and capital budget of the Parks and Community Services Department is finite, additional resources may be needed to leverage, supplement and support the implementation of proposed objectives, programs and projects. While grants and other efficiencies will help, these alone will not be enough to realize many ideas and projects noted in this Plan. The following recommendations and strategies are presented to offer near-term direction to realize these projects and as a means to continue dialogue between City leadership, local residents and partners.

Additionally, a review of potential implementation tools is included as Appendix C, which addresses local financing, federal and state grant programs, acquisition methods and others.

Key Project Recommendations

The following is a summary of key project recommendations which will require commitment from the City and its residents to continue to support a healthy park and recreation system that preserves and enhances the safety, livability and character of the community.

Park Amenity Upgrades



The City should also consider adding the following recreation features to expand recreational opportunities beyond named park and trail project targets as funding allows:

- Restroom installation or renovation
- Shade structures for playgrounds
- Gathering spaces (picnic shelters, pavilions)
- Outdoor fitness areas
- Multi-sport courts
- Splash pad
- All-inclusive playgrounds
- Public art

A general consideration for the public is to create a park system that provides year-round facilities for all ages and all abilities to gather and recreate in diverse range of safe, clean and well-maintained park facilities that also balances fiscal stability.



Additionally, tree plantings can be used to increase shade tree canopy in active use areas, such as picnic and playground spaces as well as stormwater basin edges and park boundaries.

Sport Field Enhancements

Sport fields, while well-provided within Dinuba parks, will continue to be in demand as families continue to locate in Dinuba. Existing natural grass fields should be upgraded to meet the needs of community sports programs. Field enhancements include re-grading, re-seeding and renovating support infrastructure (i.e., scoreboards, fencing, concessions).

Event Grounds & Amphitheater



An events ground and amphitheater, sited on 50 acres east of the golf course, will create a new focal point for Dinuba and establish a larger venue for community events, performances and festivals. Rose Ann Vuich Park has traditionally served as the location for city events, but the park can no longer accommodate the size of crowds that attend. An events venue can also position Dinuba to attract larger performances and support local economic development.



Trail Connections & Linkages

Recreational path and trail connections, improvements and relationships to streets, sidewalks and bike lanes should be planned and developed as Dinuba grows. The recently prepared Pedestrian and Bicyclist Safety and Connectivity Study, along with Map 6 in this document, identified several trail projects to be accomplished to address existing gaps for bicycle and pedestrian access. The City should coordinate trail-related projects with transportation system planning or related public works projects. There may also be opportunities to explore trail development partnerships with local user groups and pursue additional trail segments and connections, as appropriate.



ADA Enhancements

Minor improvements to access, such as providing ramped entrances, for site furnishings are necessary to conform to the Americans with Disabilities Act (ADA) and ensure universal accessibility. Also, the City should evaluate the play equipment and its signage for code compliance and replace outdated equipment, as appropriate. The Capital Planning section includes a line item for covering small upgrades and improvements to remove barriers and improve universal access. In general, the City should make improvements to existing parks as needed to ensure proper maintenance, usability and quality of park features and grounds.



Recreation Programming

The City should continue to foster agreements or partnerships with potential programming partners and contract vendors as it considers its role in providing the infrastructure for a variety of recreation services within the community. There should be clearly identified areas of programmatic responsibility to ensure that there is not overlap in resource allocation or that gaps in services are not present. The City should also match its programming efforts with available staff and financial resources, recognizing that increasing the role of the Parks and Community Services Department in providing programs will require an increase in full and part-time staff.



The City should continue to focus on programs that are in high demand or serve a range of users, while continuing to monitor local and regional recreation trends to ensure local needs and interests are addressed by program offerings. Additional promotions, marketing and communications about existing recreation program opportunities are necessary to improve local awareness about what is offered and will improve usage of facilities and programs.

The City also will continue its provision of special events that offer both residents and visitors the opportunity to engage in a variety of activities, fun and celebrations of Dinuba's unique character.

Community events are an important element for local identity, economic activity and social engagement that contribute to quality of life in Dinuba, and the proposed development of an event space adjacent to the golf course will provide the infrastructure to accommodate larger gatherings, events and festivals. .

Wayfinding & Signage

Parks, trails, plazas and other public open spaces are the primary targets for unifying an urban environment into a cohesive, accessible and connected community through an identifiable wayfinding program. Dinuba should expand its wayfinding program to include visual graphic standards for entry, site and trail corridor signage and site furnishing standards. Colors, sign types, and information can help users navigate the outdoor recreation experiences offered by the City.



Communications

To broaden public awareness, the City's website should be expanded to facilitate quick links to popular destinations and be designed with mobile users in mind, either through a mobile-friendly site or a web-based application. The website should include easy-to-access park system and facility maps, recreation facility amenities, recreation program offerings, and an up-to-date listing of park sites and amenities to enhance the experience of the on-the-go user. The City should consider introducing and utilizing QR codes, or comparable technology, on signage as a means to share with or receive information from visitors about maintenance, restoration or monitoring data.



Land Acquisition To Meet Growing Needs & Fill Gaps

The City must secure additional parkland to serve its population, meet its service standard and provide more accessible outdoor recreation space for the community. As residential growth and expansion into the SOI continue, opportunities to acquire sufficiently-sized sites to accommodate parks may become more difficult. Partnerships with the school district may provide opportunities to expand future school facilities in ways that may help meet community park needs. The long-term goal is to acquire sufficient acreage for two mini parks, two neighborhood parks and an event space with amphitheater to fill major gaps and have sufficiently large sites for future park development and event programming. Specific target areas are noted on Map 5.



Implementation Tactics

Inter-Departmental Coordination

Internal coordination with the Public Works and Planning & Development Departments can increase the potential of discrete actions toward the implementation of the proposed recreational trail network, which relies in part on street right-of-way enhancements, and in the review of development applications with consideration toward potential parkland acquisition areas, planned trail corridors and the potential need for easement or set-aside requests.

Volunteer & Community-Based Action

Volunteers and community groups already contribute to the improvement of parks and recreation services in Dinuba. Dinuba should maintain and update a revolving list of potential small works or volunteer-appropriate projects for the website, while also reaching out to the high schools to encourage student projects. While supporting organized groups and community-minded individuals continues to add value to the Dinuba parks and recreation system, volunteer coordination requires a substantial amount of staff time, and additional resources may be necessary to more fully take advantage of the community's willingness to support park and recreation efforts.

Enhanced Local Funding

According to the City budget, Dinuba maintains reserve debt capacity for voter approved debt. Community conversations regarding the need for an event space and amphitheater and the potential to bundle several projects from the capital facilities plan warrant a review of debt implications for the City, along with the need to conduct polling of voter support for such projects.

Community Facilities District

Under the Mello-Roos Community Facilities Act of 1982, a Community Facilities District (CFD) may be used to purchase, construct, expand, rehabilitate or acquire public improvements, or provide public services. CFDs can be created to provide a funding and reimbursement mechanism for public facilities and/or services for various Specific Plan areas. Community Facilities Districts may be seen as a preferred method of financing infrastructure because no finding of special benefit for each parcel is required. They are also established to ensure that new development projects do not solely become the responsibility of the General Fund.

Park Impact Fees

Park Impact Fees (PIF) are imposed on new development to meet the increased demand for parks resulting from the new growth. PIF can only be used for parkland acquisition, planning and/or development. They cannot be used for operations and maintenance of parks and facilities. The City of Dinuba currently assesses impact fees, but the City should review its PIF ordinance and update the methodology and rate structure, as appropriate, to be best

positioned to obtain future acquisition and development financing from the planned growth of the community. The City should prioritize the usage of PIF to secure new park properties and finance park or trail development consistent with the priorities within this Plan.

Future Development

With the recent and projected growth in residential development and redevelopment, the City should encourage park and recreation elements be included within future residential development.

Parkland Donations & Dedications

Parkland donations from private individuals could occur to complement the acquisition of parklands across the city and SOI area. Gift deeds or bequests from philanthropic-minded landowners could allow for lands to come into city ownership upon the death of the owner or as a tax-deductible charitable donation. Also, parkland dedication by a developer could occur in exchange for Park Impact Fees or as part of a planned development where public open space is a key design for the layout and marketing of a new residential project. Any potential dedication should be vetted by the Department to ensure that such land is located in an area of need or can expand an existing City property and can be developed with site amenities appropriate for the projected use of the property.

Grants & Appropriations

Several state and federal grant programs are available on a competitive basis, including several offered through California State Parks (Prop 68, Land and Water Conservation Fund, Outdoor Environmental Education Facilities and Habitat Conservation Fund). Pursuing grants is not a panacea for park system funding, since grants are both competitive and often require a significant percentage of local funds to match the request to the granting agency, which depending on the grant program can be as much as 50% of the total project budget. Dinuba should continue to leverage its local resources to the greatest extent by pursuing grants independently and in cooperation with other local partners.

Appropriations from state or federal sources, though rare, can supplement projects with partial funding. State and federal funding allocations are particularly relevant on regional transportation projects, and the likelihood for appropriations could be increased if multiple partners are collaborating on projects.

Other Implementation Tools

Appendix C identifies other implementation tools, such as voter-approved funding, grants and acquisition tactics, that the City could utilize to further the implementation of the projects noted in the Capital Facilities Plan.



APPENDIX A
SURVEY SUMMARY

CONSERVATION TECHNIX

To: Stephanie Hurtado, Community Services Director

From: Steve Duh, Conservation Technix, Inc.

Date: August 21, 2020

Re: **City of Dinuba Parks & Recreation Master Plan Update**
Community Survey Summary Results

Conservation Technix is pleased to present the results of a survey of the general population of the City of Dinuba that assesses residents' recreational needs, preferences and priorities.

SURVEY METHODOLOGY

In close collaboration with City staff, Conservation Technix developed the 17-question survey that was estimated to take approximately eight minutes to complete.

The online survey was posted to the City's website on April 27, 2020. The survey was available in English and Spanish. Information about the survey was provided on the City's website home page and on the Parks System Master Plan project page. It was promoted via multiple City Facebook posts and with flyers at city facilities. The survey was closed on August 17th, and preliminary data were compiled and reviewed. In all, 162 survey responses were received.

This report includes findings on general community opinions. Since the survey was open to the general public and respondents were not selected through statistical sampling methods, the results are not necessarily representative of all City residents.

Percentages in the report may not add up to 100% due to rounding.

KEY FINDINGS

Dinuba residents strongly value their parks and recreation facilities.

Nearly all respondents (94%) think parks and recreation are important to quality of life in Dinuba.



Residents visit parks frequently.

Nearly 71% of respondents visit parks or recreation facilities at least once a month. The most popular activities are walking/running and participating in community events and concerts.

Residents are generally satisfied with existing parks and recreation facilities.

A large majority of respondents (70%) are somewhat to very satisfied with the value they receive from the City of Dinuba for parks and recreation amenities. Survey respondents visit local parks and recreation facilities for a variety of reasons. The most popular activities are walking or running (55%) and participating in community events and concerts (54%).

Residents would like to see improvements made to the parks & recreation system.

A large majority of survey respondents think that Dinuba does not have enough trails and pathways (85%). Majorities responded that there are not enough indoor recreation facilities (64%) or parks with playgrounds, restrooms and active outdoor spaces (56%). Notably, a large majority of respondents (90% or more) were supportive of expanding and improving multi-use walking and biking trails, shade structures at playgrounds, picnic areas or shelters for group gatherings community events or festivals, and splash pads.

FULL RESULTS

How much do residents value parks and recreation?

Nearly all respondents (94%) feel that local parks, recreation options and open space opportunities are important or essential to the quality of life in Dinuba. Nearly seven in ten feels that they are essential, while an additional 26% believe that they are important to quality of life, but not essential. Less than 2% of respondents believe parks are 'Useful, but not necessary'.

Respondents living in the southwest area of the city (south of El Monte and west of Alta) indicated that parks and recreation opportunities are slightly more essential (80%) than other subgroups. Respondents between 35 and 44 years of age indicated that parks and recreation opportunities were 'important, but not essential' in a higher percentage (38%) and less 'essential' (58%) that other subgroups.

1. When you think about what contributes to the quality of life in Dinuba, would you say that public parks and recreation opportunities are…

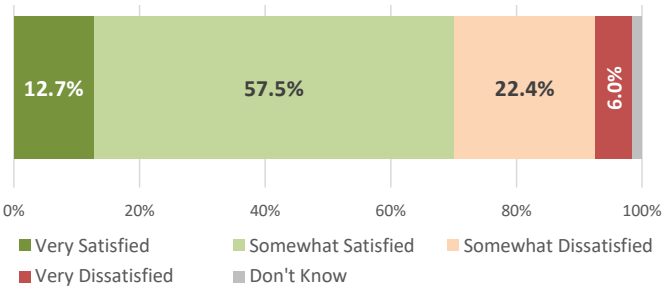
Response options	Percent	
Essential to the quality of life here	68.1%	**94%**
Important, but not really essential	26.1%	
Useful, but not necessary	5.1%	
Not important	0.0%	
Don't know	0.7%	

Are residents satisfied with the value they receive from the City of Dinuba?

A large majority of respondents (70%) are somewhat to very satisfied with the value they receive from the City of Dinuba for parks and recreation amenities. However, a moderate share of respondents (28%) are either somewhat or very dissatisfied.

Respondents living in the northwest area of the city (north of El Monte and west of Alta) tend to be more satisfied (86%, combined either somewhat or very satisfied). Respondents with three or more children to be less satisfied with the value provided by Dinuba's parks than older subgroups.

6. Please rate your household's satisfaction with Dinuba's parks and recreation facilities and programs.

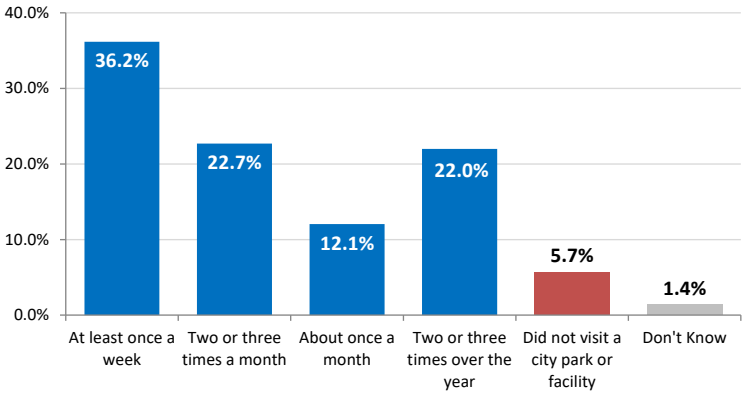


How often do residents use Dinuba's parks & recreation facilities?

Respondents were asked how often they, or members of their household, visited a park and recreation facility in Dinuba over the past year. Respondents tend to visit frequently, with 71% visiting a park at least once per month. Approximately 36% visit at least once a week and another 35% visit one to three times per month. About one in five visits just a few times per year.

As compared to other age groups, adults between 55 and 64 are the most frequent users of Dinuba's parks, with 55% of respondents visiting at least once a week. Respondents with two or more children visit more frequently, with 83% visiting a park at least once per month. Respondents without children tend to be less frequent users of parks.

2. How many times over the past year have you or members of your household visited a park or recreation facility in Dinuba?

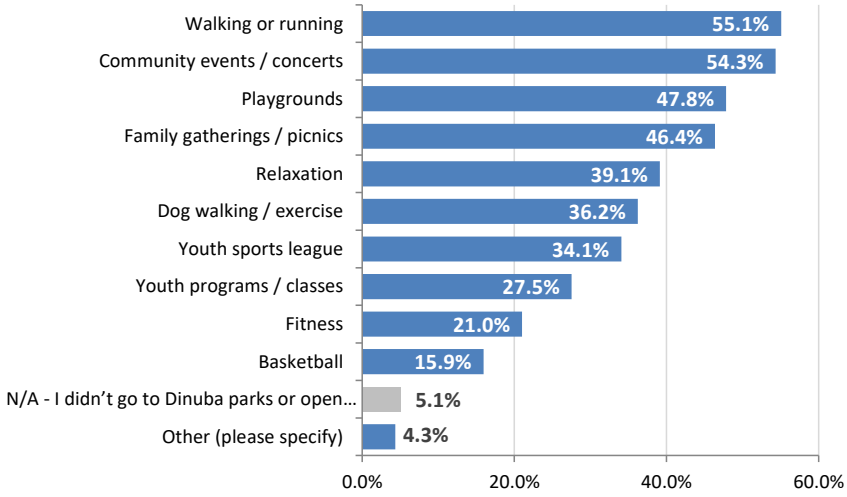


Why do residents visit parks?

Dinuba respondents visit local parks and recreation facilities for a variety of reasons. The most popular activities are walking or running (55%) and participating in community events and concerts (54%). Other popular activities include using playgrounds (48%) and visiting parks for family gatherings and picnics (46%). Fewer visited for relaxation (39%), to walk a dog (36%), or for youth sport leagues (34%). Write-in comments included soccer, biking and for the carnival.

Respondents aged 20 to 44, who were also the most likely to have children in their household, were the most likely to visit for playgrounds, family gatherings, and sport fields. Respondents between 55 and 64 visit more often for fitness.

3. What are the main reasons your household visited Dinuba's parks, recreation facilities or open spaces in the past year?



Why don't residents visit more often?

When asked why they do not visit Dinuba's parks and recreation facilities more often, the most significant reason is the feeling that there are not enough restrooms available (37%).

However, over half of respondents selected a reason that could be addressed by the City, including lack of desired equipment (14%), crowding (9%), maintenance issues (15%), safety concerns (15%), and accessibility issues (2%). Roughly equal responses were noted for respondents who are too busy to go to parks (9%) and those who feel there is not enough parking (10%) provided at parks.

4. Please CHECK ALL the reasons why your household does not use City of Dinuba parks or recreation facilities more often.

Reason	Percent
None (I/We use them)	38.5%
Not enough restrooms	36.9%
Do not feel safe in the park or facility	14.6%
Are not well-maintained	14.6%
Do not have the right equipment	13.8%
Not enough parking	10.0%
Too busy to go to parks and facilities	9.2%
Too crowded	8.5%
Barrier related to physical accessibility	2.3%
Other	11.5%

Note: Write-in "Other" responses which fit clearly into defined answer categories were included in those categories.

A significant number of respondents (38%) noted that none of these reasons applied to them, since they do visit parks and recreation facilities.

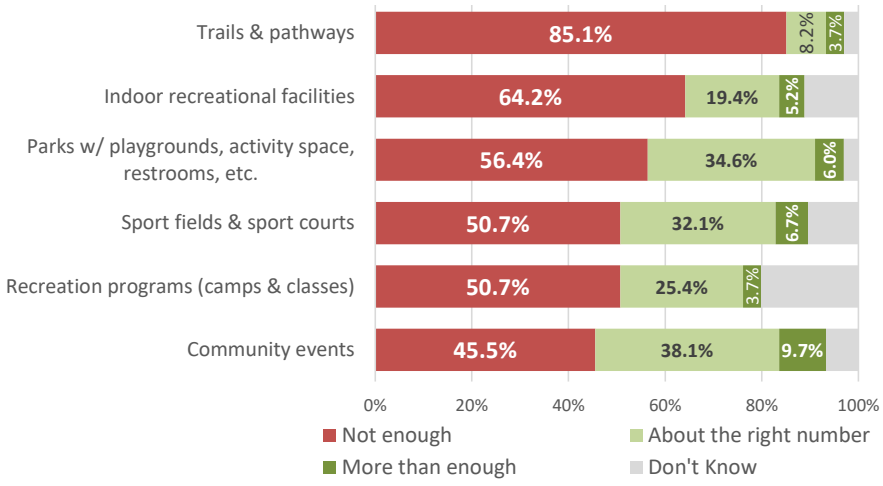
Respondents with children at home were more likely to cite that parks and facilities do not offer desired equipment as a reason why they do not visit more often. Respondents without children at home were more likely than those with children to cite being too busy or there being not enough parking as reasons why they do not use parks more often. Respondents over age 55, those with three of more kids and those who live in the southwest area of the city more likely to cite a lack of restrooms.

Do residents think Dinuba needs more parks and recreation opportunities?

A large majority of survey respondents think that Dinuba does not have enough trails and pathways (85%). Majorities responded that there are not enough indoor recreation facilities (64%) or parks with playgrounds, restrooms and active outdoor spaces (56%). Respondents were mostly split on the adequacy of access to sport fields and courts, recreation programs and community events with slight pluralities feeling there are not enough of each.

Respondents younger than 20 and those over 55 were more likely than others to think there are not enough parks with playgrounds and active

5. When it comes to meeting your needs for parks, amenities and activities, would you say there are…

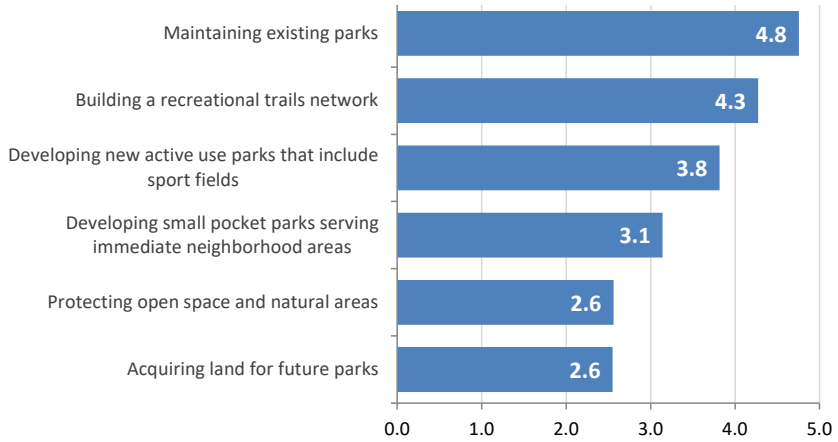


use areas. Respondents between 35 and 44 years of age were less likely to indicate a need for more sport fields and courts and for more indoor recreation facilities. Respondents who live in the southwest area were more likely than others to think there are not enough recreation programs and not enough parks with playgrounds and active use areas.

What park and facility improvements would residents prioritize?

When asked which park and recreation improvements they would like to see the City focus on, maintaining existing parks was noted as the highest priority, with 48% saying it should be the highest priority and 82% saying it is one of the top three priorities. In looking at the weighted averages of the priority rankings, respondents identified that building a recreational trail network as a priority (71%) and developing active use parks as a priority (61%).

8. For the following list, indicate how you would rank the priority for each (Note: weighted average of rankings - higher score equals higher priority).



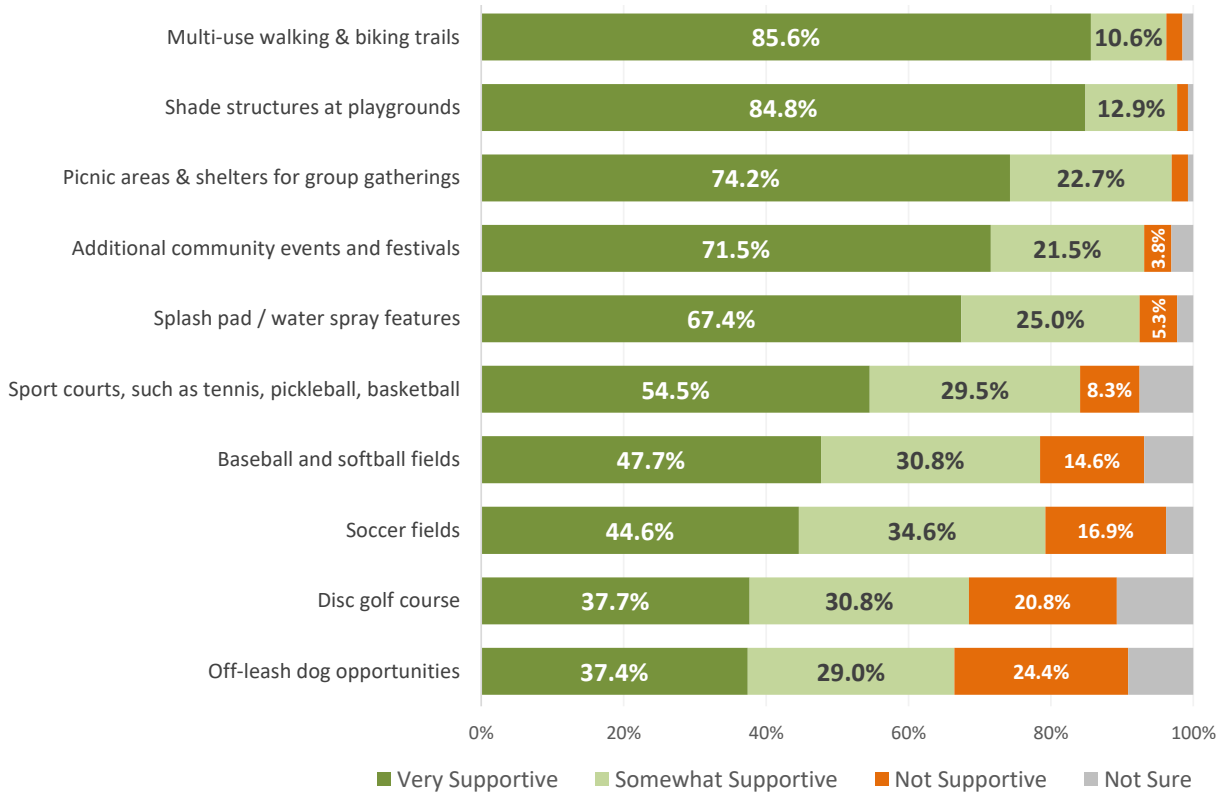
Developing small pocket parks was a higher priority in the southwest area compared to other areas. Respondents with children placed a higher priority on developing active use parks with sport fields. Respondents over 45 years of age placed a higher priority on maintaining existing parks than other subgroups.

The survey also asked about residents' support for park and recreational improvements. A majority of respondents were very or somewhat supportive of expanding or improving all facilities listed.

A large majority of respondents (90% or more) were supportive of expanding and improving multi-use walking and biking trails, shade structures at playgrounds, picnic areas or shelters for group gatherings community events or festivals, and splash pads. More than half of respondents were very or somewhat supportive of all other improvements listed.

Respondents living in the southwest area of the city were more supportive than other areas of shade structures for playgrounds and additional community events. Respondents under 54 years of age were more supportive than older respondents of a disc golf course and splash pad. Respondents with children in the household were more supportive that those without children of all items listed, with two exceptions. Respondents without kids indicated a stronger interest in a disc golf course and off-leash dog areas.

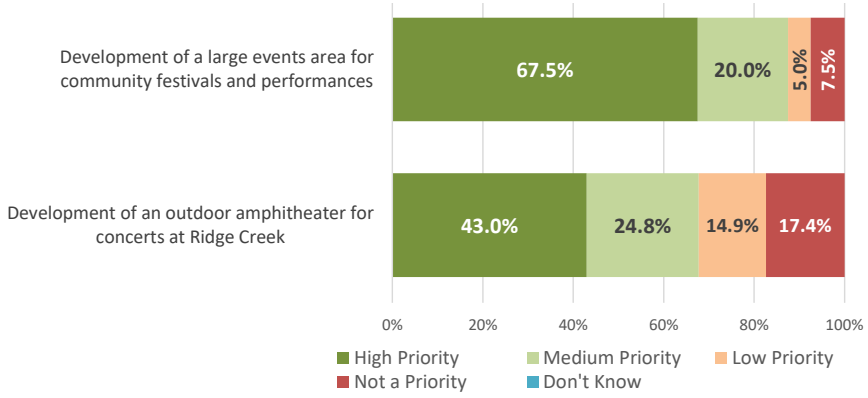
7. The following list includes park amenities that the City of Dinuba could consider adding to the park system. Please indicate whether you would be very supportive, somewhat supportive, not sure, or not supportive of each.



The survey also asked about residents' support for two specific, potential community investments: the development of a large events area for festivals and performances, and the development of an outdoor amphitheater.

A large majority (68%) of respondents noted the development of a large events area a high priority – compared to 43% of respondents for an outdoor amphitheater. Nearly 87% of respondents said the large events area was either a high or medium priority. Fewer than 8% of respondents said the large events area was not a priority for their household. Respondents with children were more supportive of both options than those without kids.

12. The City of Dinuba is exploring options for grant funding for two potential projects. For each project, indicate whether it is a High Priority, a Medium Priority, a Low Priority, or Not a Priority for your household.



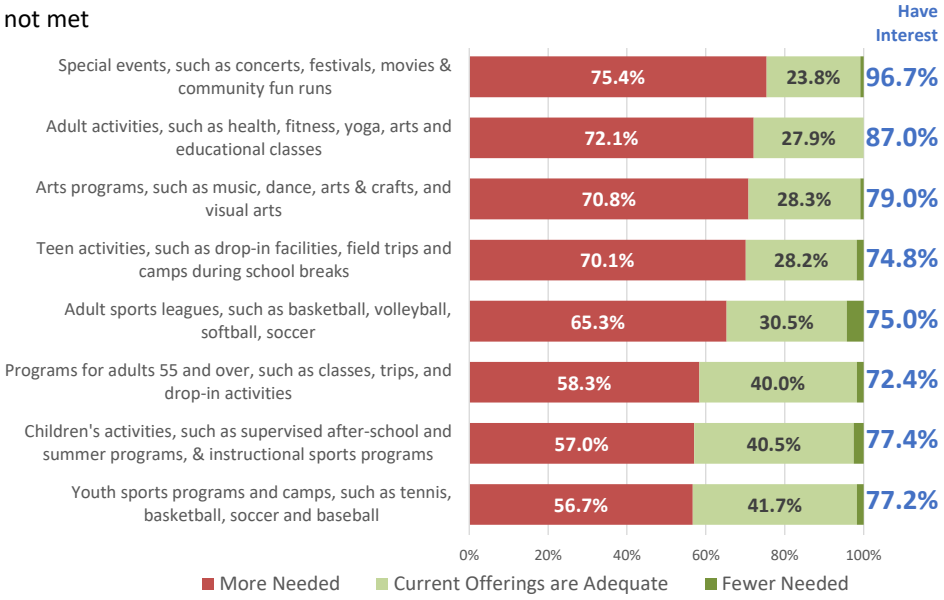
Which recreation programs and events do residents have interest in and see a need for?

Respondents were asked about their overall interest for each recreational program or amenity type, as well as how well met their need is being met locally. Majorities of respondents noted an interest every item listed, with the highest level of interest for special events (97%), adult activities (87%), and arts programs (79%).

Regarding needs for recreation programs being met, majorities of respondents identified that their needs were not met for all items listed. The program areas showing the large gaps in need are for special events (75%), adult activities (72%), arts programs (71%) and teen activities (70%). The program types serving the most needs include youth sports (43%), children's activities (43%) and programs for adults 55 and over (42%).

Respondents without children and those 55 or older were more likely to indicate an interest in programs for adults over 55.

9 & 10. Please indicate if your household has an interest in each the programs or activities below, and indicate how well your needs are met locally for each.

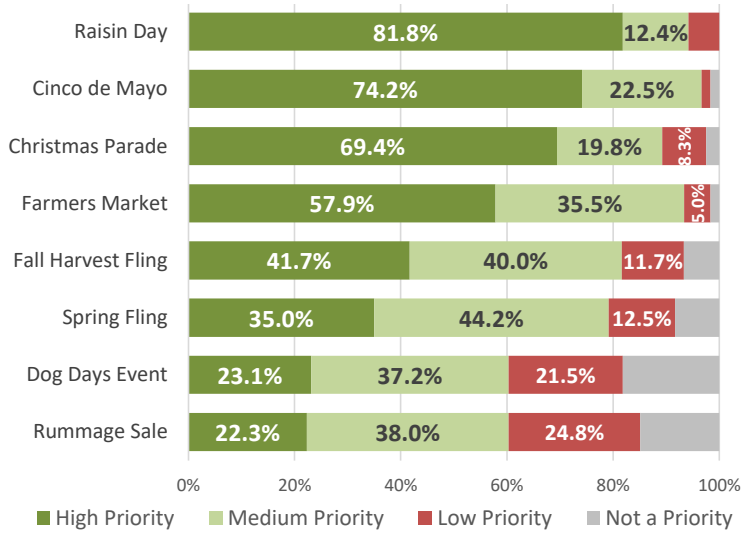


Which special events would residents prioritize?

Community events are popular among Dinuba residents. Over 90% of respondents rated Raisin Day, Cinco de Mayo, the Farmers Market and the Christmas Parade as high or medium priorities. The Raisin Day event was ranked as the highest priority (82%) of the eight events listde. The Fall Harvest Fling and the Spring Fling had roughly equal support between high priority and medium priority. The Rummage Sale event was identified as the lowest priority with nearly 25% of respondents noting it as a low priority.

Respondents with children at home were more likely to prioritize Cinco de Mayo, the Christmas Parade and the Farmers Market. No other significant differences exist between the other subgroups.

11. The City of Dinuba offers or supports many community events throughout the year that are free to the public, but utilize city staff resources and funding. Below is a list of Dinuba community events that are currently offered. For each event, indicate whether you think it is a High Priority, a Medium Priority, a Low Priority, or Not a Priority for your household.

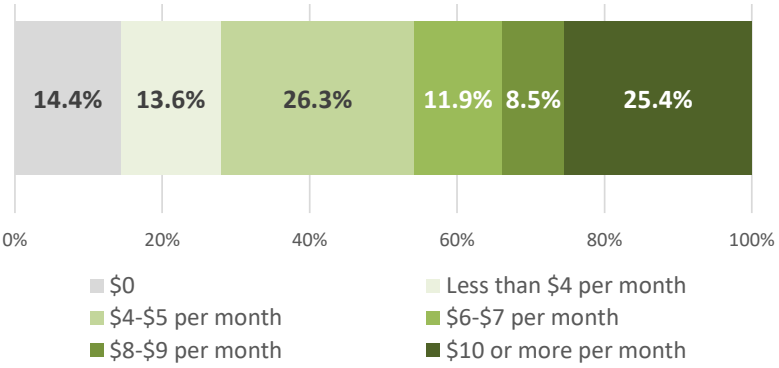


Are residents willing to pay additional taxes or fees to fund improvements to parks and recreation?

The survey asked residents what additional amount they would be willing to pay to develop and operate the types of parks and recreation programs most important to their household. Approximately 14% of residents would not be willing to pay any additional taxes to support improvements to parks and recreation. However, 40% would be willing to pay up to $5 per month and another 20% would pay between $6 and $10 monthly. About 25% of respondents would be willing to pay $10 or more per month for improved park services.

Respondents over 65 were more likely than other age groups to pay no additional amount for park and recreation services. Respondents living in the southwest area were more likely support an amount of $4 or less. Those living in the northeast were more likely to support an amount greater than $10.

13. The City of Dinuba is working to find better ways to give you services, using your tax dollars for the greatest benefit. While no new property taxes or fees are currently being proposed, the costs to improve and develop parks, trails and recreation amenities may increase as the community grows and new amenities are added. Knowing this, what is the approximate additional amount you would be willing to pay to develop and operate the types of parks, trails and recreation facilities that are most important to your household?



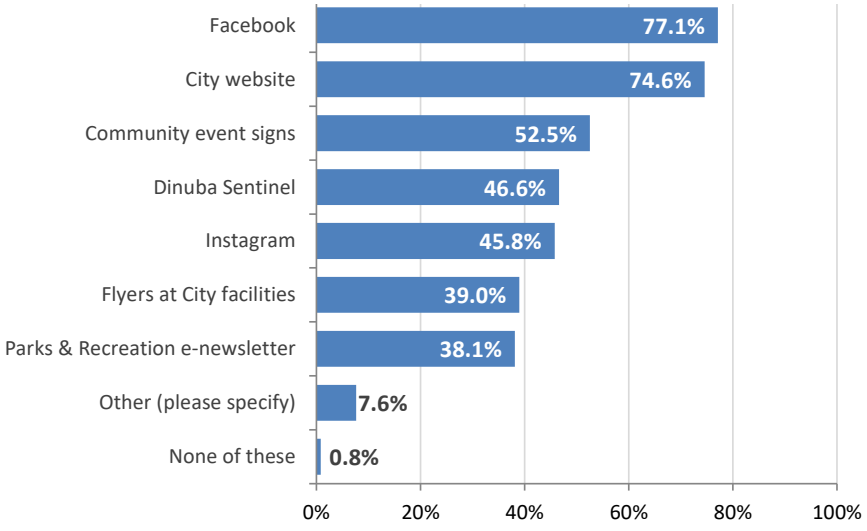
How do residents want to hear about the City's recreational facilities, programs and events?

Large majorities of respondents would prefer to hear about City parks, facilities and events through online channels such as social media (77%) and the City's website (75%).

Posted signs or information, such as community event signs, Instagram, or the newspaper, are also a popular source. Respondents younger than 45 years of age indicated more interest in receiving information via Instagram. No other significant differences exist between the subgroups.

Approximately 8% of respondents also wrote-in that they would like to hear about park and recreation opportunities through other means, such as direct email and from the radio.

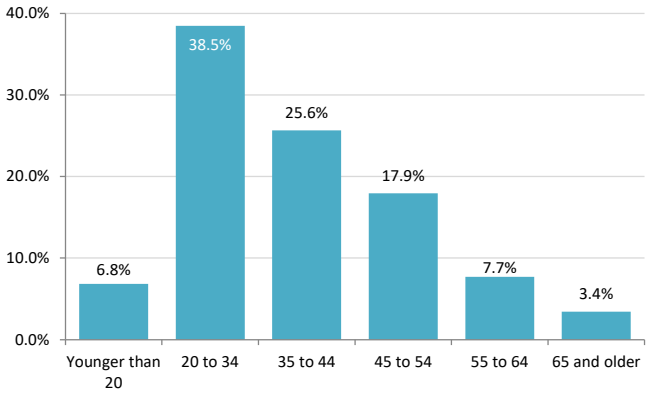
14. Please check ALL the ways you would prefer to learn about Dinuba's parks, recreation facilities, programs and special events.



Demographics

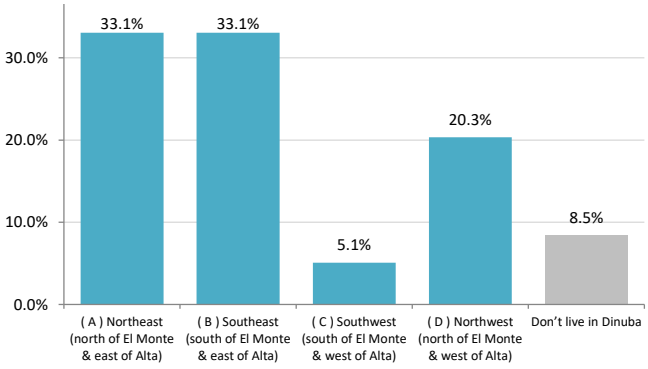
Age

The largest age group who responded to the survey were between 20 and 34 (39%). Respondents were equally split between respondents between 35 and 44 years of age (26%) and respondents between 45 and 64 years of age (26%). Six respondents were younger than 20 years of age, and only four survey respondents were over the age of 65.



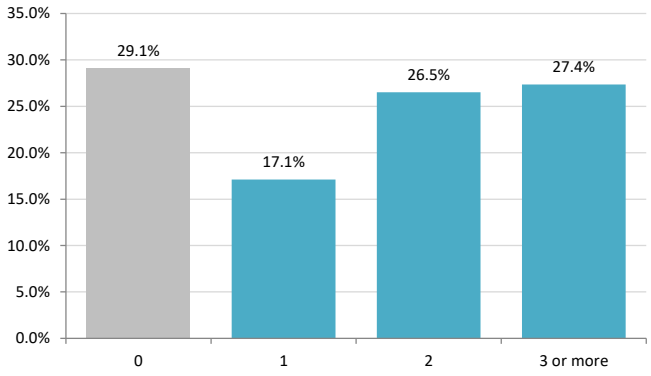
Location of Residence

Equal percentages of respondents (33%) live in either the northeast area of Dinuba (north of El Monte and east of Alta) and the southeast area (south of El Monte and east of Alta). Approximately 20% live in the northwestern portion of the city (north of El Monte and west of Alta). Another 16% live in the northwest, and approximately five percent live in the southwest. Less than nine percent of respondents do not live in Dinuba.



Number of Children in Household

Nearly half of respondents (29%) have no children in their household. These households tended to include older adults (over age 55). The remaining 71% of households have one (17%), two (27%), or three (27%) children in the home.



ATTACHMENT 1. SURVEY INSTRUMENT

(Note: The survey was designed for layout in online format for SurveyMonkey and written in English and Spanish)

1. **When you think about what contributes to the quality of life on Dinuba, would you say that public parks and recreation opportunities are… (CHECK ONE OPTION)**

   Essential to the quality of life here
   Important, but not essential
   Useful but not necessary
   Not important
   Don't Know

2. **How many times over the past year have you or members of your household visited a park or recreation facility in Dinuba?**

   At least once a week
   Two or more times a month
   About once a month
   A few times over the year
   Do not visit facilities / parks / open spaces
   Don't know

3. **What are the main reasons your household visited Dinuba's parks, recreation facilities or open spaces in the past year? (CHECK ALL THAT APPLY)**

   Basketball
   Community events / concerts
   Dog walking / exercise
   Family gatherings / picnics
   Fitness
   Playgrounds
   Relaxation
   Walking or running
   Youth programs
   Youth sports league
   N/A - I didn't go to Dinuba parks or open spaces in the past year
   Other: _____

4. Please CHECK ALL the reasons why your household does not use Dinuba's parks, recreation facilities or open spaces more often.

Are not well maintained
Barriers related to physical accessibility
Do not have the right equipment
Do not feel safe in park, facility or open space
Not enough parking
Not enough restrooms
Too busy to go to facilities, parks, or open spaces
Too crowded
N/A - Does not apply to me
Other: _____

5. When it comes to meeting your needs for parks, amenities and activities, would you say there are... (CHECK ONLY ONE BOX IN EACH ROW)

	More than Enough	About the Right Amount	Not Enough	Don't Know
Community events	☐	☐	☐	☐
Indoor recreational facilities	☐	☐	☐	☐
Parks w/ playgrounds, activity space, restrooms, etc.	☐	☐	☐	☐
Recreation programs (camps & classes)	☐	☐	☐	☐
Sport fields & sport courts	☐	☐	☐	☐
Trails & pathways	☐	☐	☐	☐

6. Please rate your household's satisfaction with Dinuba's parks and recreation facilities and programs.

Very Satisfied
Somewhat Satisfied
Somewhat Dissatisfied
Very Dissatisfied
Don't Know

7. The following list includes park amenities that the City of Dinuba could consider adding to the park system. Please indicate whether you would be very supportive, somewhat supportive, not sure, or not supportive of each.

	Very Supportive	Somewhat Supportive	Not Supportive	Not Sure
Additional community events and festivals	☐	☐	☐	☐
Multi-use walking & biking trails	☐	☐	☐	☐
Baseball and softball fields	☐	☐	☐	☐
Soccer fields	☐	☐	☐	☐
Sport courts, such as tennis, pickleball, basketball	☐	☐	☐	☐
Splash pad / water spray features	☐	☐	☐	☐
Picnic areas & shelters for group gatherings	☐	☐	☐	☐
Shade structures at playgrounds	☐	☐	☐	☐
Disc golf course	☐	☐	☐	☐
Off-leash dog opportunities	☐	☐	☐	☐
Other: _____	☐	☐	☐	☐

8. For each of the following services, indicate how you would rank the priority for each (1st priority is highest and 6th priority is lowest). Re-order the list by dragging each line into your preferred order of preference.

Maintaining existing parks
Developing new active use parks that include sport fields
Developing small pocket parks serving immediate neighborhood areas
Building a recreational trails network
Acquiring land for future parks
Protecting open space and natural areas

9. Please indicate if your household has an interest in each the programs or activities below.

10. Using the same list again, please indicate how well your needs are met locally for each.

	Have you participated/used in the past year?		Do you think there should be more or less of this type of activity or resource available?		
	No	Yes	More Needed	Current Offerings are Adequate	Fewer Needed
Children's activities, such as supervised after-school and summer programs, & instructional sports programs	☐	☐	☐	☐	☐
Youth sports programs and camps, such as tennis, basketball, soccer and baseball	☐	☐	☐	☐	☐
Teen activities, such as drop-in facilities, field trips and camps during school breaks	☐	☐	☐	☐	☐
Adult activities, such as health, fitness, yoga, arts and educational classes	☐	☐	☐	☐	☐
Adult sports leagues, such as basketball, volleyball, softball, soccer	☐	☐	☐	☐	☐
Arts programs, such as music, dance, arts & crafts, and visual arts	☐	☐	☐	☐	☐
Special events, such as concerts, festivals, movies & community fun runs	☐	☐	☐	☐	☐
Programs for adults 55 and over, such as classes, trips, and drop-in activities	☐	☐	☐	☐	☐

11. The City of Dinuba offers or supports many community events throughout the year that are free to the public, but utilize city staff resources and funding. Below is a list of Dinuba community events that are currently offered. For each event, indicate whether you think it is a High Priority, a Medium Priority, a Low Priority, or Not a Priority for your household.

	High Priority	Medium Priority	Low Priority	Not a Priority
Spring Fling	☐	☐	☐	☐
Fall Harvest Fling	☐	☐	☐	☐
Raisin Day	☐	☐	☐	☐
Farmers Market	☐	☐	☐	☐
Cinco de Mayo	☐	☐	☐	☐
Christmas Parade	☐	☐	☐	☐
Dog Days Event	☐	☐	☐	☐
Rummage Sale	☐	☐	☐	☐

12. The City of Dinuba is exploring options for grant funding for two potential projects. For each project, indicate whether it is a High Priority, a Medium Priority, a Low Priority, or Not a Priority for your household.

	High Priority	Medium Priority	Low Priority	Not a Priority
Development of an outdoor amphitheater for concerts at Ridge Creek	☐	☐	☐	☐
Development of a large events area for community festivals and performances	☐	☐	☐	☐

13. The City of Dinuba is working to find better ways to give you services, using your tax dollars for the greatest benefit. While no new property taxes or fees are currently being proposed, the costs to improve and develop parks, trails and recreation amenities may increase as the community grows and new amenities are added. Knowing this, what is the approximate additional amount you would be willing to pay to develop and operate the types of parks, trails and recreation facilities that are most important to your household?

$10 or more per month
$8 - $9 per month
$6 - $7 per month
$4 - $5 per month
Less than $4 per month
$0

14. Please check ALL the ways you would prefer to learn about Dinuba's parks, recreation facilities, programs and special events.

City website
Community event signs
Facebook
Flyers at City facilities
Instagram
Parks & Recreation e-newsletter (specific to sports)
Dinuba Sentinel
None of these
Other: _____

15. How many children under age 18 live in your household?

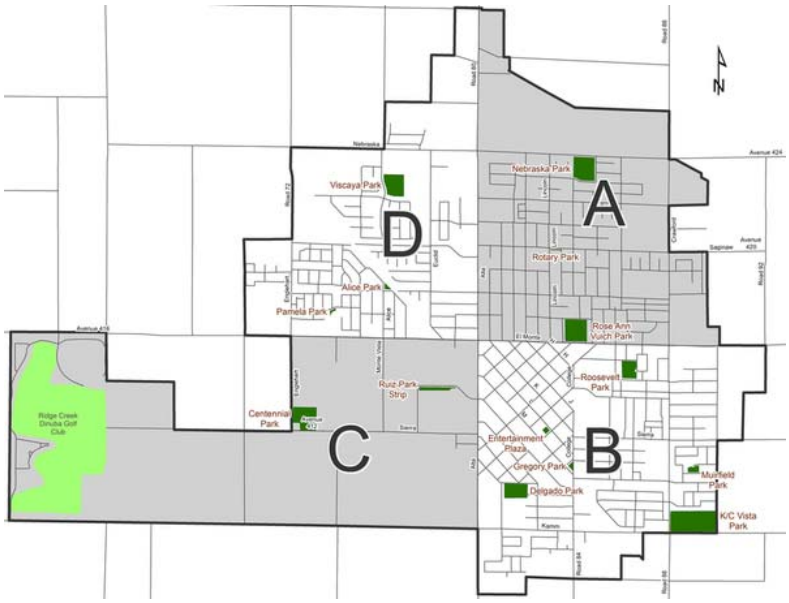
0
1
2
3 or more

16. What is your age?

Younger than 20
20 to 34
35 to 44
45 to 54
55 to 64
65 and older

17. Use the map to answer the following question (scroll down). Using the map, in which section of Dinuba do you live?

(A) Northeast (north of El Monte & east of Alta)
(B) Southeast (south of El Monte & east of Alta)
(C) Southwest (south of El Monte & west of Alta)
(D) Northwest (north of El Monte & west of Alta)
Don't live on Dinuba



ATTACHMENT 2. OPEN-ENDED SURVEY RESPONSES

Q3: Open-ended Responses – What are the main reasons your household visited Dinuba's parks, recreation facilities or open spaces in the past year?

- Soccer
- Biking
- Carnival
- People watching on the new benches provided by the city of Dinuba
- Soccer Sunday Adult League
- Kids love going to the parks

Q4: Open-ended Responses - Please check all the reasons why your household does not use Dinuba's parks, recreation facilities or open spaces more often.

- We live right across the street of a park and don't go. Our kids are too old to play in playground. No restrooms, no tables.
- If I throw a party...it's at my home
- Not enough trees/shade or walking trails. We need more vegetation that reflects our native biodiversity.
- No running space, or bike riding
- Homeless vandalism
- Not adequate sportsplex
- No shade on playground equipment
- My kids are older and there isn't much there for us to do together there... except picnic. Also, I think the land by Devito might make a nice green area with at least benches to sit and read, and maybe a pathway to walk or ride bikes, or even the dog. It's empty and not looking nice the way it is.
- At dog park many Saturday, I've seen beer cans laying around due to there being no light at night. No one can see them drinking in the park since there is no lighting at the dog park areas
- Hot weather
- Live in Reedley
- Sidewalk facilities leading to parks are inadequate; too narrow, broken, obstructed by trash cans/basketball hoops, etc.
- Better shaded structures are needed
- I don't know where they are
- No seating for grown-ups while the kids play or enough shaded areas.

Q7: Open-ended Responses – The following list includes park amenities that the City of Dinuba could consider adding to the park system. Please indicate whether you would be very supportive, somewhat supportive, not sure, or not supportive of each.

- Community garden in the old Alta hospital space
- We're fine in what we have
- We need more trees and amenities that tailor towards educational needs
- Soccer sports plex like other communities have such as Orosi and Visalia and Reedley to name a few
- Use of schools when school is out.
- I would love to see better landscaping in parks, also water features.
- Community garden and green space on the Alta hospital vacant lot
- I would absolutely love to have a nice walking trail like Reedley has.
- WOW!! I wish we had some of this now!! Sport courts, splash pads, shade structures, and bike trails, would be so awesome!! All of this would enhance our parks.
- Live bands concerts would bring others in to spend money in our city
- City Pools to go swimming
- Improved downtown
- restrooms at all park sites
- City owned swimming pool
- Clean restrooms

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Q14: Open-ended Responses - Please check all the ways you would prefer to learn about Dinuba's parks, recreation facilities, programs and special events?

- Email
- Thank you for the phone calls. We've appreciated the updates. That's how I learned about the survey.
- Put on ed dinas big sign pictures and dates and times for all events
- Friends
- Email subscription
- Social media is the key in this generation
- Radio
- Flyer mailed to the house
- Pamphlet on the water bill



APPENDIX B
RECREATION TRENDS

The following summaries from recognized park and recreation resources provide background on national, state and local trends that may reflect potential recreational activities and facilities for future consideration in Dinuba's park system. Examining current recreation trends can help inform potential park and recreation improvements and opportunities that may enhance the community and create a more vibrant parks system as it moves into the future.

2019 NRPA Agency Performance Review

The 2019 NRPA report summarizes the key findings from the National Recreation and Park Association's NRPA Park Metrics, their benchmarking tool that assists park and recreation professionals in the effective management and planning of their operating resources and capital facilities. The report offers a comprehensive collection of park- and recreation-related benchmarks and insights to inform professionals, key stakeholders and the public about the state of the park and recreation industry. The 2019 NRPA Agency Performance Review contains data from 1,075 unique park and recreation agencies across the United States as reported between 2016 and 2018.

Key Findings and Characteristics:

Park Facilities

- There is typically one park for every 2,181 residents.
- The typical park and recreation agency has 10.0 acres of park land for every 1,000 residents in its jurisdiction.
- An overwhelming majority of park and recreation agencies has playgrounds (94.4%) and basketball courts (86.1%) in their portfolio of outdoor assets.
- A majority of agencies offers community centers and recreation centers; two in five agencies offer senior centers.

Programming

- Key programming activities include team sports, social recreation events, fitness enhancement classes and health and wellness education.
- 82.4% of agencies offer summer camp for their community's younger residents.

Staffing

- The typical park and recreation agency has a payroll of 38.2 full-time equivalent staff (FTE's).
- The typical park and recreation agency has 8.3 FTEs on staff for each 10,000 residents in its jurisdiction.
- Operations and maintenance, programming and administration are the main responsibilities of park and recreation workers.

Budget/Finance

- The typical park agency has annual operating expenditures of $3,834,500.
- The typical park and recreation agency has annual operating expenses of $78.69 on a per capita basis.
- The median level of operating expenditures is $6,750 per acre of park and non-park sites managed by the agency.
- The typical park and recreation agency spends $93,230 in annual operating expenditures for each employee.
- At the typical park and recreation agency, personnel services account for 54.9% of the operating budget.
- The typical park and recreation agency dedicates 44.3% of its operating budget to park management and maintenance and 41.8% to recreation.

Agency Funding

- Park and recreation agencies derive 59.3% of their operating expenditures from general fund tax support.
- The typical park and recreation agency generates $20.11 in revenue annually for each resident in the jurisdiction.
- The typical park and recreation agency recovers 27.3% of its operating expenditures from non-tax revenues.
- Park and recreation agencies will spend a median of $4,007,250 million in capital expenditures over the next five years.
- On average, just over half of the capital budget is designated for renovation, while 30.9% is aimed at new development.

Park facilities differ greatly across the local and regional park and recreation agencies in America. The typical agency participating in the NRPA park metric survey serves a jurisdiction of 39,183 people but population size can vary widely. The typical park and recreation agency has jurisdiction over 19 parks comprising a total of 432.5 acres. Park facilities also have a range of service levels in terms of acres of parkland per population and residents per park. These metrics are categorized by the agency's population size.

Figure D1. Median Residents per park based on Population Size

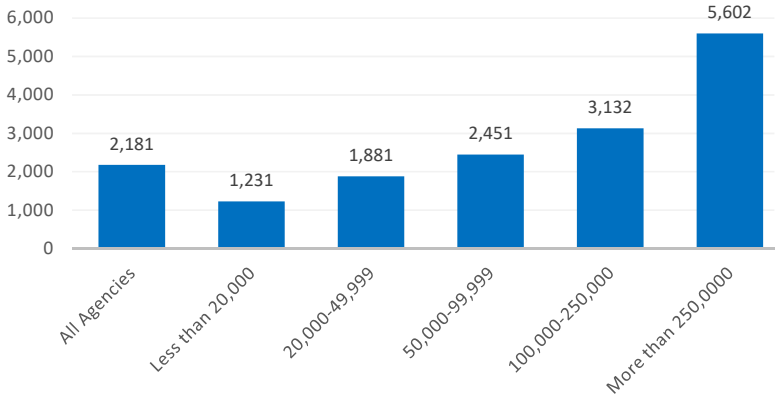
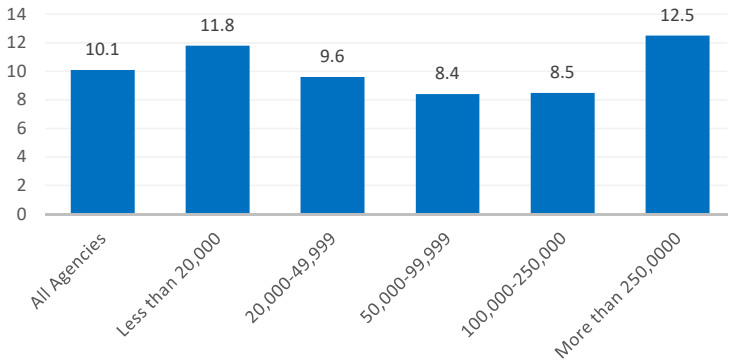


Figure D2. Acres of Parkland per 1,000 Residents based on Population Size



The typical park and recreation agency that manages or maintains trails for walking, hiking, running and/or biking has 11.0 miles of trails. Agencies serving more than 250,000 residents have a median of 82.0 miles of trails under their care.

Park and recreation agencies take on many responsibilities beyond their traditional roles of operating parks and related facilities (96%) and providing recreation programming and services (93%). In addition to those two core functions, the key responsibilities for park and recreation agencies are listed in the table below, based on percent of agencies.

Figure D3. Key Responsibilities of park and Recreation Agencies

Key P&R Responsibilities	Percent of Agencies
Operate and maintain indoor facilities	87%
Operate, maintain or manage trails, greenways and/or blueways	78%
Conduct major jurisdiction-wide special events	76%
Operate, maintain or manage special purpose parks and open spaces	71%
Include in its operating budget the funding for planning and development functions	67%
Operate and maintain non-park sites	65%
Operate , maintain or contract outdoor swim facilities/water parks	59%
Administer or manage tournament/event quality outdoor sports complexes	57%
Operate, maintain or contract tennis center facilities	51%
Administer community gardens	40%

Other responsibilities of park and recreation agencies can include golf courses, tourist attractions, outdoor amphitheaters, indoor swim facilities, farmer's markets, indoor sports complexes, campgrounds, performing arts center, stadium/arena/racetrack, and/or fairgrounds.

Beyond the comparative metrics of park and recreation agencies, the NRPA performance report also noted trends that have significant impact on agency performance. The report predicts that investments in park infrastructure will rise in 2019-2020 thanks to increased revenues from local tax receipts. As a result, park and recreation agencies - regardless of size, location, population served or budget - will likely be able to plan for and construct more recreation facilities. The growth of new recreation facilities and capital improvements will result in positive impacts on local, regional and state economies.

Technology will continue to have influence on parks from monitoring systems and beacon counters to biometric identification systems. Questions of data security will remain paramount as these technologies become less expensive and more prevalent. Recreational and commercial scale drones are more prevalent and both the advantage for imaging, mapping and monitoring and the potential for disruptive uses will become factors in application and management.

The consolidation of public services continues to affect park and recreation agencies. The potential opportunity to reduce costs and allow for greater efficiencies may pressure governments to combine park facilities with public schools or consolidate with public works. This trend can present both opportunities and threats to the efficient and effective functioning of park and recreation services.

Emerging trends will continue to encourage park and recreation providers to become more nimble and more adaptable to the ever changing conditions and public expectations for sustained high-level performance. Agencies must be proactive in assessing their position and be fully grounded in reliable data about their investments, operations and tangible results.

The State of the Industry Report

Recreation Management magazine's 2017 State of the Industry Report summarizes the opinions and information Recreation Management magazine's 2018 State of the Managed Recreation Industry report summarizes the opinions and information provided by a wide range of professionals (with an average 21.3 years of experience) working in the recreation, sports and fitness facilities. The 2018 report indicated that many (86.6%) recreation, sports and fitness facility owners form partnerships with other organizations, as a means of expanding their reach, offering additional programming opportunities or as a way to share resources and increase funding. Local schools are shown as the most common partner (61.3%) for all facility types. Parks and recreation organizations (95.8%) were the most likely to report that they had partnered with outside organizations.

Survey respondents from urban communities are more optimistic about positive changes to revenues, while rural respondents are not. In 2018, 41 percent of respondents said that revenues increased from 2016 to 2017, while 11.1% reported a decrease. Looking forward from 2018 to 2019, 50 percent of urban respondents expect revenues to increase, and just 4.3 percent project a decrease.

In last year's report, parks respondents had reported increases in their average operating expenditures with operating costs that grew by 58% between fiscal 2013 and fiscal 2016. After a significant increase in operating expenditures in fiscal 2016, costs have fallen again in 2017, and are expected to rise more steadily over the next two years, though not to the high reported last year. From 2017 to 2018, respondents said they expect their operating expenses to increase by 1.7 percent, followed by a further increase of 4.9 percent projected in fiscal 2019. The greatest decrease (16.8%) in average operating costs from 2016 to 2017 was reported by parks and recreation respondents.

Relative to costs and revenues, few facilities covered by the survey reported that they cover more than 90 percent of their operating costs via revenue. The percentage recovered varied with type of organization with the average percentage of costs recovered for all respondents hovering near 50%. For parks, the cost recovery rate increased from 43.4 % to 43.9 % from 2017 to 2018.

Over the past decades, public parks and recreation departments and districts have faced a growing expectation that facilities can be run like businesses. Many local facilities are expected to recover much of their operating costs via revenues. While this is the business model of for-profit facilities like health clubs, it's a relatively recent development for publicly owned facilities, which have typically been subsidized via tax dollars and other funding sources. Most recreation providers (80.5%) have been taking actions to reduce expenditures. Cost recovery actions typically involve reduction in expenses with improving energy efficiency as the most common action (48.3% of respondents). Increased fees and staffing cost reductions and putting off construction or renovation plans were reported as other common methods for reducing operating costs.

Utilization of recreation facilities has shown steady increases by the majority of respondents. Looking forward, more than half of respondents expect to see further increases in the number of people using their facilities. The expectation is that this trend will continue in the next two years.

This year saw a fairly significant drop in the average number of people employed at the organizations covered by the survey. After several years of steady growth, to a high of 147.6 employees in 2017, the average number of employees dropped by 21.7% in the past year. On average, this year's survey respondents employ 28.2 full-time workers, 39.8 part-time employees, 44.8 seasonal workers, 43.2 volunteers, and 9.1 employees of some other designation. In 2018, more than three-quarters (77.7%) of respondents said they plan to maintain existing staff levels, up from 57% in 2017.

A majority of respondents (83.2%) require certifications for some of their staff members to help measure and verify specific types of professional knowledge and skill. Of those respondents that require certification, the most common types of certification required included CPR/AED/First Aid (required by 90.3% of those who said they require some staff members to be certified), background checks (83.4%), and lifeguard certification (56.3%).

Over the past five years, the percentage of respondents who indicate that they have plans for construction, whether new facilities or additions or renovations to their existing facilities, has grown steadily, from 62.7 percent in 2013 to 69.5 percent in 2018. Construction plans of all kinds are most common among camps and parks. For camp respondents, 47.1 percent are planning new facilities, 45.9 percent are planning additions, and 60 percent are planning renovations. They were followed by parks, 33.9 percent of whom have plans for new construction, 32.6 percent for additions, and 57.7 percent for renovations.

Parks saw modest increases to their construction budgets from 2016 to 2018, with respondents expecting to see increases of 13.5%. Public organizations saw the sharpest increase to their construction budgets from 2016 to 2018, with an increase of 28.7 percent, from $3,877,000 in 2016 to $4,990,000 in 2018.

Parks respondents were more likely than other facility types to include: playgrounds (86.7% of parks respondents had playgrounds); park shelters (80%); park restroom structures (75.6%); outdoor sports courts (74.4%); community and multipurpose centers (58.4%); bike trails (46.4%); skate parks (41.1%); dog parks (38.8%); community gardens (33.7%); disc golf courses (32.9%);fitness trails and outdoor fitness equipment (32.6%); splash play areas (30.7%); golf courses (19.9%); ice rinks (17.6%); waterparks (16.8%); and bike/BMX parks (11.4%).

Park respondents (56.2%) reported plans to add features at their facilities. The top 10 planned features for all facility types include:

1. Splash play areas (23.6%)
2. Synthetic turf sports fields (17%)
3. Fitness trails and/or outdoor fitness equipment (16.4%)
4. Fitness centers (16.3%)
5. Walking/hiking trails (15.5%)
6. Playgrounds (15.2%)
7. Park shelters (13.6%)
8. Dog parks (13.5%)
9. Exercise studios (12.9%)
10. Disc golf courses (12.9%)

Respondents from community centers, parks and health clubs were the most likely to report that they had

plans to add programs at their facilities over the next few years. The 10 most commonly planned program additions in 2018 include:

1. Fitness programs (planned by 25.9% of those who will be adding programs)
2. Educational programs (25.7%)
3. Mind-body balance programs (23.3%)
4. Teen programs (22.7%)
5. Environmental education (20.7%)
6. Day camps and summer camps (20.3%)
7. Special needs programs (18.9%)
8. Adult sports teams (18.5%)
9. Holidays and other special events (18.3%)
10. Individual sports activities (17.5%)

While in general, overall budgets are the top concern for most respondents, equipment and facility maintenance lead the issues of budgetary challenges with staffing as the second most common concern. Marketing, safety/risk management, and creating new and innovative programming are continuing challenges for facility managers. Current concerns on the rise in 2018 include older adult fitness and wellness, legislative issues, environmental and conservation issues and social equity and access.

The Outdoor Participation Report

According to 2018 Outdoor Participation Report, published by the Outdoor Foundation in Boulder, Colorado, more than 146.1 million Americans (49%) participated in an outdoor activity at least once in 2017. These outdoor participants went on a total of 10.9 billion outdoor outings, a decrease from 11.0 billion in 2016. Participation in outdoor recreation, team sports and indoor fitness activities vary by an individual's age. Recent trend highlights include the following:

- Twenty percent (20%) of outdoor enthusiasts participated in outdoor activities at least twice per week.
- Running, including jogging and trail running, was the most popular activity among Americans when measured by number of participants and by number of total annual outings.
- Nineteen percent (19%) outdoor participants lived in the South Atlantic region of the US, making its population the most active in outdoor activities.
- Walking for fitness was the most popular crossover activity where 45.8% of all outdoor participants also walked.
- Data shows that adults who were introduced to the outdoors as children were more likely to participate in outdoor activities during adulthood than those who were not exposed to the outdoors as children.
- The biggest motivator for outdoor participation was getting exercise.

Favorite activities and participation rates range with demographics. In 2017, the average participant had 15 years of experience enjoying outdoor recreation. The data shows, as would be expected, that the amount of experience increased as the participant aged. Those ages 45 and up averaged 25 years as outdoor participants.

Sports, Fitness & Leisure Activities Topline Participation Report

Prepared by a partnership of the Sports and Fitness Industry Association (SFIA) and the Physical Activity Council (PAC), this 2018 participation report establishes levels of activity and identifies key trends in sports, fitness, and recreation in the US. The largest focus of activities continues to be toward fitness sports. Winter sports gained the most of all categories, increasing 2% over the last year. The interest in activities has started moving toward outdoor recreation. The top aspirational activity for all age segments was outside, ranging from camping to biking to birdwatching.

Fitness sports/activities continues to have the highest participation rates; having 64% of the US population ages 6 and over engaging in activities like running/jogging, high intensity/impact training, row machines, and swimming. Outdoor activities remained second but was flat from 2016; seeing a increase in day hiking and backpacking, but lost participants in canoeing and adventure racing.

While age clearly affects how often someone participates, what they do can also be age dependent. Young kids, ages 6 to 17, who tend to be more active overall, focus on team sports and outdoor activities. While Boomers prefer fitness activities, especially low impact such as aquatic exercise, cycling, and walking. Millennials are more likely than the other generations to participate in water sports, such as stand up paddling, boardsailing, and surfing.

Inactivity rates remain higher than 10 years ago despite the promotion of the benefits of an active lifestyle. Over a quarter of the US population (ages 6 and over) did not participate in even the lowest caloric activity in 2017. Trends continue to show how income affects inactivity. Generally, the affluent are getting more active while the less affluent are becoming more inactive.

Despite aspirations to become more active, the biggest influence on engaging more participants is having a friend or family member to take part in the physical activity. First time participation depends on who you are doing it with more than if you have the time.

National Survey on Recreation and the Environment

The National Survey on Recreation and the Environment (NSRE) is a comprehensive survey that has been collecting data and producing reports about the recreation activities, environmental attitudes and natural resource values of Americans since the 1980s. The NSRE core focus is on outdoor activity participation and personal demographics. The most recent 2012 NSRE reports the total number of people participating in outdoor activities between 2000 and 2007 grew by 4.4% while the number of days of participation increased by approximately 25 percent. Walking for pleasure grew by 14% and continues to lead as the top favorite outdoor activity.

Nature-based activities, those associated with wildlife and natural settings, showed a discernible growth in the number of people (an increase in 3.1% participation rate) and the number of days of participation. American's participation in nature-based outdoor recreation is increasing with viewing, photographing, or otherwise observing nature clearly measured as the fastest growing type of nature-based recreation activity.

Americans Engagement with Parks Survey (from NRPA)

The vast offerings of the local park and recreation agency improve the lives of people throughout our nation. From the fact that Americans on average visit their local park and recreation facilities approximately 29 times a year to the majority of Americans identifying parks and recreation as an important service provided by their local government, the general public is an untapped advocate to spread the public park and recreation story.

This annual study probes Americans' usage of parks, the key reasons that drive their use and the greatest challenges preventing greater usage. Each year, the study probes the importance of public parks in Americans' lives, including how parks compare to other services and offerings of local governments. The survey of 1,000 American adults looks at frequency and drivers of parks/recreation facilities visits and the barriers to that prevent greater enjoyment. Survey respondents also indicate the importance of park and recreation plays in their decisions at the voting booth and their level of support for greater funding.

Key Findings:

- Americans on average visit their local park and recreation facilities approximately 29 times a year, with 3 in 5 saying their most recent visit was within the past month.
- Three in four Americans agree that the NRPA Three Pillars of Conservation, Health and Wellness, and Social Equity represent what they see as the priorities for their local park and recreation agency.
- Nine in 10 Americans agree that parks and recreation are important services delivered by their local government.
- Seven in 10 Americans say they are more likely to vote for local politicians who make park and recreation funding a priority.
- Three-quarters of Americans support increased local government spending for park and recreation agencies with solid support for a nearly 30 percent increase in funding for local park and recreation agencies.

California Statewide Comprehensive Outdoor Recreation Plan

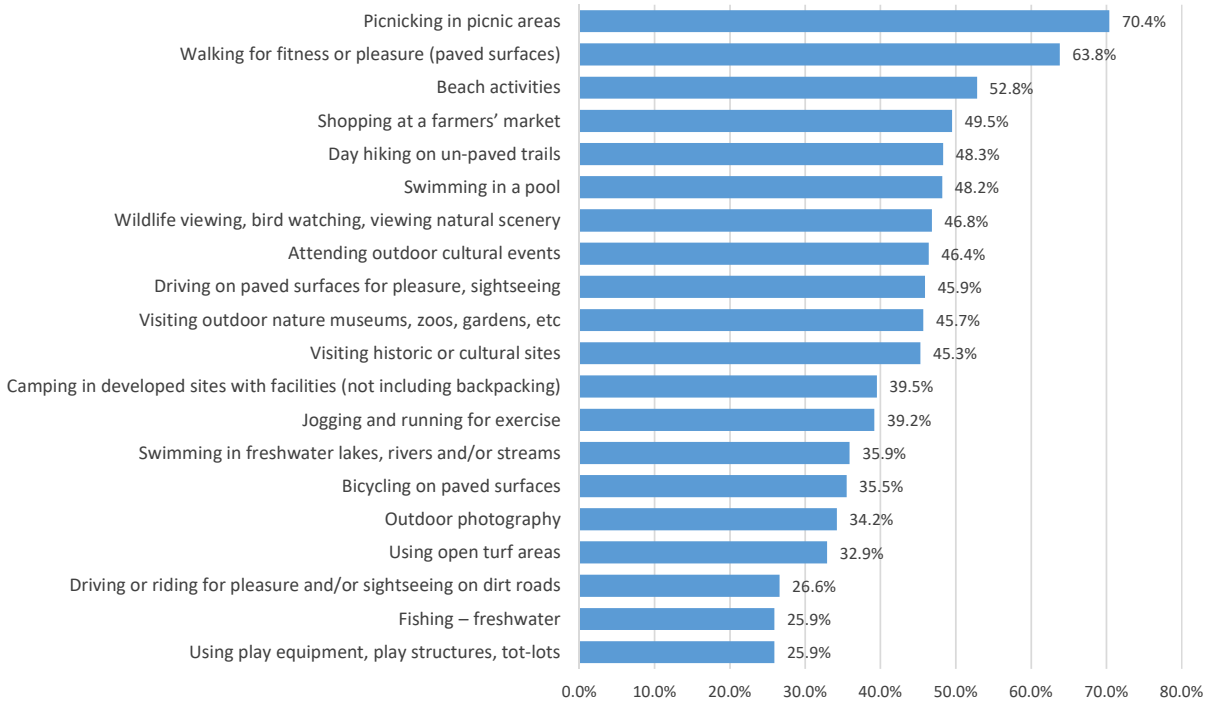
The 2015 California Statewide Comprehensive Outdoor Recreation Plan (SCORP) provides a statewide framework for actions to meet the state's outdoor recreation needs. The SCORP is developed by the California Department of Parks and Recreation and is based on public input and an assessment of statewide park assets and needs.

The SCORP recognizes that parks and recreation:

- Support healthy, affordable, physical and social activities
- Improve the quality of life in communities as a form of social equity and environmental justice
- Provide venues for cultural celebrations that can anchor communities
- Are economic engines that fuel tourism, provide jobs, and enhance the value of neighborhoods
- Preserve historic sites that connect Californians to the past and safeguard its future
- Protect California's inspiring vistas, natural resources, habitats, watersheds, forests, and wetlands.

The SCORP also surveyed Californians about their recreational activities. Across the state, the survey found that walking was the most popular activity in parks, taking both adults and youth into consideration. Other popular activities include playing, hiking, and picnicking, see Figure A.

Figure A. Top 20 Recreational Activities by Participation Rates (2015 CA Scorp)



The California SCORP approached its needs assessment based on regional differences due to the State's diverse geography, demography, and economies and recognized that this diversity presents both opportunities and challenges to the state's outdoor recreation providers. The SCORP region approach divides regions along county lines to aid both state and local planning efforts.

The 14-county Central Valley Region with dry Mediterranean climate, includes Tulare and Fresno counties and is known for its productive agriculture of fruits, vegetables and nuts.

As in all regions of the state, unemployment increased overall from 1999-2009. The 2010 population of nearly six million is expected to almost double by 2060, representing the biggest increase in sheer numbers as well as percentage among regions.

Ethnically, the region's population in 2010 was about 40% Hispanic and about 42% white. By 2060, Hispanics will represent almost half of the population, and about one-third will be white.

Age-group distribution in 2010 was about the same as statewide; by 2060, the region is projected to have the highest percentage of residents aged 5-17 among regions.

Actions assigned the top rank of "1" in the Central Valley region are to:

- Fund outdoor recreation opportunities that meet the activity preferences of youth participants.
- Fund sufficient recreation facilities in anticipation of population growth.
- Fund projects that create opportunities for low- or no-cost outdoor recreation activities.

California Outdoor Recreation Economy (2017)

The Outdoor Industry Association produces reports on the outdoor recreation economy for the entire country and for each state. The most recent OIA report reveals that at least 56% of California residents participate in outdoor recreation each year. This figure does not include the participants in hunting, fishing and wildlife viewing which are estimated separately. The report states "Americans want and deserve access to a variety of quality places to play and enjoy the great outdoors. Outdoor recreation can grow jobs and drive the economy if we manage and invest in parks, waters and trails as an interconnected system designed to sustain economic dividends for America." In California, outdoor recreation generates $92 billion in consumer spending, creates 691,000 direct California jobs, generates $30.4 billion in wages and salaries and results in $6.2 billion in state and local tax revenue. The report demonstrates that outdoor recreation can grow jobs and drive the economy through management and investment in parks, waters and trails as an interconnected system designed to sustain economic dividends for citizens. Preserving access to outdoor recreation protects the economy, the businesses, the communities and the people who depend on the ability to play outside.

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APPENDIX C
IMPLEMENTATION TOOLS & TACTICS

LOCAL FUNDING OPTIONS

The City of Dinuba possesses a range of local funding tools that could be accessed for the benefit of growing, developing and maintaining its parks and recreation system. The sources listed below represent likely potential sources, but some also may be dedicated for numerous other local purposes which limit applicability and usage. Therefore, discussions with city leadership are critical to assess the political landscape to modify or expand the use of existing city revenue sources in favor of the parks and recreation program.

General Obligation Bond

Cities, counties and some special districts can issue bonds if approved by two-thirds of the electorate (general bond) or by the parties subject to the assessment/fee (limited obligation bonds). Bonds, whether general obligation bonds or limited obligation bonds, provide a revenue stream into ready capital that can be used acquisition or improvement of parks.

1975 Quimby Act

The Quimby Act fees under the Subdivision Map Act (California Government Code §66477) authorizes a city or county to adopt (by ordinance) a program to require the dedication of land or payment of fees in lieu thereof or a combination of both for park and recreation facilities as a condition of approval on new, subdivided residential development. The Quimby fee program must include standards that relate to the proportion of subdivision acreage and its density. Standards must be established for parks and recreation facilities in the jurisdiction's adopted general plan or a specific parks plan and can only be used for developing new or rehabilitating existing facilities that will serve that future population. The Quimby Act authorizes a mitigation rate up to five acres of park area per 1,000 subdivision residents. If park services are provided by an entity other than the city or county (such as a park district), the Quimby Act is applied jointly by the city or county and the entity providing park services. The Quimby Act does not apply to commercial or industrial subdivisions. Quimby fees cannot be used for maintenance or operations. If a developer improves parkland or provides recreational equipment, the value of the improvements and equipment must be counted as a credit toward the total fee or dedication. Fees collected under the Quimby Act must be used within five years or refunded.

1987 Mitigation Fee Act

The 1987 Mitigation Fee Act (AB1600 et seq.) enables the establishment of a development impact fee program that sets a monetary extraction in connection with an approval of a development project for the specific purpose of defraying all or a portion of the cost of public facilities directly related to that development project. The Mitigation Fee Act allows for fees to be charged to all new development that increases the need for capital facilities. These park impact fees can apply to new residential and

nonresidential development to fund a share of future parks and recreation capital facilities investments. The fee program must be carefully planned to establish the appropriate formula for calculating the new developments "fair share" contribution to future improvements in parks and recreation capital facilities. Key requirements of the Mitigation Fee Act for establishing the scope and amount of the fee structure dictate that the fees are only targeted for capital facility and infrastructure improvements, cannot fund existing needs and must be based on a rational nexus to the new development's impact on existing services. The impact fee is set to cover the parks and recreation facilities investments that will maintain citywide capital facilities standards as new growth occurs. Most jurisdictions have developed fee programs that do not impose the maximum allowable fee after making comparisons with other California communities and seeking to balance the cost burdens that new fees place on new development. The Mitigation Fee Act requires that the collected fees must be expended on or designated for planned future park and recreation projects within five years after deposit of the fee or the funds must be refunded.

Community Facilities District

Under the Mello-Roos Community Facilities Act of 1982, a Community Facilities District (CFD) may be used to purchase, construct, expand, rehabilitate or acquire public improvements, or provide public services. CFDs can be created to provide a funding and reimbursement mechanism for public facilities and/or services for various Specific Plan areas. Community Facilities Districts may be seen as a preferred method of financing infrastructure because no finding of special benefit for each parcel is required. They are also established to ensure that new development projects do not solely become the responsibility of the General Fund.

Special Tax

A special tax is applied to a particular purpose and can provide a secure stream of revenue. A special park district imposes a tax for park purposes, as an example. A special tax requires a two-thirds approval by the electorate rather than a simple majority vote. Parcel taxes are a form of special tax imposed on property owners and collected along with property taxes by a county. The revenue from a parcel tax can be used for operations and maintenance.

Utility User Taxes, Transient Occupancy Taxes, and Business License Taxes

These other kinds of special taxes can be imposed by cities or counties for dedicated revenues to parks. Whether the tax source comes from utility users, hotel or other short-term visitors, or business licensing, the revenues from these taxes can be used for any park purposes.

Transaction and Use Taxes

These taxes can be imposed by a city or county for local purposes, such as parks, recreation and open space. A two-thirds vote by the elected body is required to put the proposed tax on the ballot. If it is for park purposes, it is considered a special tax and requires approval by two-thirds of the voters. The revenues can be used for park purposes including operations and maintenance. If acquisition or development needs additional capital, the tax revenues can be used to secure bonds.

California Environmental Quality Act (CEQA)

The California Environmental Quality Act (CEQA) requires that the environmental impacts of new development be mitigated whenever feasible. Under CEQA, a government agency that does not have approval authority over a development project (such as a park district) can seek to have the development contribute land or funds to mitigate the development's impact on parks. The agency seeking CEQA mitigation does not have the power to decide what or how that mitigation is addressed. Mitigation can be achieved through the payment of fees, the dedication of land or improvement of existing park facilities. The lead CEQA agency has broad discretion so it is best to pursue the terms of mitigation through negotiation.

FEDERAL / STATE GRANTS & CONSERVATION PROGRAMS

Rivers, Trails, and Conservation Assistance Program

The Rivers, Trails and Conservation Assistance Program (RTCA) is the community assistance arm of the National Park Service. RTCA provides technical assistance to communities in order to preserve open space and develop trails. The assistance that RTCA provides is not for infrastructure, but rather building plans, engaging public participation, and identifying other sources of funding for conversation and outdoor recreation projects.

https://www.nps.gov/orgs/rtca/index.htm

Recreational Trails Program Grant

The RTP is a state-administered local assistance program of the U.S. Department of Transportation's Federal Highway Administration (FHWA). The program provides funds to maintain trails and facilities that provide a backcountry experience for a range of activities including hiking, mountain biking, horseback riding, motorcycling, and snowmobiling. Eligible projects include the maintenance and re-routing of recreational trails, development of trail-side and trail-head facilities, and operation of environmental education and trail safety programs. Non-motorized RTP Projects are administered by the Office of Grants and Local Services (OGALS). Motorized Projects are administered by the Off-Highway Motor Vehicle Recreation Division (OHMVR). The RTP provides funds to the States to develop and maintain recreational trails and trails-related facilities for motorized and non-motorized recreational trail uses.

www.parks.ca.gov/?page_id=24324

Land and Water Conservation Fund

The Land and Water Conservation Fund is a federal program that provides grants for planning and acquiring outdoor recreation areas and facilities, including trails. The fund is administered by the California State Parks Department. Cities, counties, and districts authorized to acquire and develop park and recreation space are eligible for grant funding. Projects must be consistent with the outdoor recreation goals and objectives stated in the Statewide Comprehensive Outdoor Recreation Plan and elements of local comprehensive land use

plans and park master plans. A 50% match is required from all successful applicants of non-federal funds, in-kind services and/or materials.

https://www.parks.ca.gov/?page_id=21360
http://www.parks.ca.gov/pages/1008/files/lwcf_application_guide_for_local_agencies_draft_8.24.15_map_incl_revised_12.9.15.pdf

Community Development Block Grants

These funds are awarded to cities and urban counties for housing and community development projects. The major objectives for the CDBG program are to meet the needs of low and moderate income populations, eliminate and prevent the creation of slums and blight and meet other urgent community development needs. The project lead will need to confirm that the project is within an area that is eligible for funding.

https://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/communitydevelopment/programs

Proposition 68 Statewide Park Program

Statewide Park Program (SPP) competitive grants will create new parks and new recreation opportunities in critically underserved communities across California. A project must involve either development or a combination of acquisition and development to create a new park, or expand an existing park, or renovate an existing park. All projects must create or renovate at least one recreation feature. Applications where the majority of the total project cost is for a major support amenity will be less competitive. Projects should create a new recreation opportunity(ies) as the primary goal. There is no matching fund requirement. Eligible applicants include cities, counties, qualifying districts or non-profit organizations.

Https://www.parks.ca.gov/?page_id=29939

Proposition 1 Restoration Grant Programs

Proposition 1 provides funding to meet California Water Action Plan objectives of more reliable water supplies, restoration of important species and habitat, and more resilient, sustainably managed water resources system. The program is administered by the California Department of Fish & Wildlife. The Watershed Restoration Grant Program focuses on water quality, river, and watershed protection and restoration projects of statewide importance outside of the Sacramento-San Joaquin Delta. To date, the CDFW Proposition 1 Restoration Grant Programs awarded over $75 million to 68 multi-benefit ecosystem restoration and protection projects.

https://www.wildlife.ca.gov/Conservation/Watersheds/Restoration-Grants

California River Parkways Grant Program

This grant is administered by the Californian Natural Resources Agency, Bond Accountability program. The purpose of this program is to support the acquisition, restoration, protection and development of river parkways in accordance with the California River Parkways Act of 2014.

http://resources.ca.gov/bonds_prop50riverparkway.html

The Roads and Trails Program

This program provides education and technical assistance to trail and open space managers and advocates regarding non-motorized trail planning, design, construction, funding and management throughout California.

https://www.parks.ca.gov/?page_id=1324

Habitat Conservation Fund

The Office of Grants and Local Services (OGALS) administers the state-funded Habitat Conservation Fund grant program which allocates approximately $2 million each year to cities, counties, and districts. This program requires a 50% match from grantees. Eligible projects: nature interpretation programs to bring urban residents into park and wildlife areas, protection of various plant and animal species, and acquisition and development of wildlife corridors and trails.

http://www.parks.ca.gov/pages/1008/files/hcf%20fact%20sheet%203.13.13.pdf

California State Parks Office of Historic Preservation - Local Government Assistance

OHP's Local Government and Environmental Compliance Unit offers guidance and assistance to city and county governments in the following areas: drafting or updating historic preservation plans and ordinances; developing historic context statements; planning for and conducting architectural, historical, and archeological surveys; developing criteria for local designation programs, historic districts, historic preservation overlay zones (HPOZs), and conservation districts; developing and implementing design guidelines using the Secretary of the Interior's Standards; developing economic incentives for historic preservation; training local historic preservation commissions and review boards; meeting CEQA responsibilities with regard to historical resources.

OHP also administers the Certified Local Government Program (CLG). OHP distributes at least 10% of its annual federal Historic Preservation Fund allocation to CLGs through a competitive grant program to assist CLGs in preservation planning activities.

http://ohp.parks.ca.gov/?page_id=1072

Environmental Enhancement and Mitigation Funds

The Environmental Enhancement Mitigation Program (EEMP) provides grant opportunities for projects that indirectly mitigate environmental impacts of new transportation facilities. Projects should fall into one of the following three categories: highway landscaping and urban forestry, resource lands projects, or roadside recreation facilities. Funds are available for land acquisition and construction. The local Caltrans district must support the project.

http://resources.ca.gov/grants/environmental-enhancement-and-mitigation-eem/

Bicycle Transportation Account Program

The Bicycle Transportation Account (BTA) is an annual program providing state funds for city and county projects that improve safety and convenience for bicycle commuters. In accordance with the California Bicycle Transportation Act, projects must be designed and developed to achieve the functional commuting

needs and physical safety of all bicyclists. Local agencies first establish eligibility by preparing and adopting a Bicycle Transportation Plan (BTP) that complies with SHC Section 891.2. The BTP must be approved by the local agency's Regional Transportation Planning Agency.

www.dot.ca.gov/hq/LocalPrograms/bta/btawebPage.htm

Community Based Transportation Planning Grant Program

The Community-Based Transportation Planning (CBTP) grant program promotes transportation and land use planning projects that encourage community involvement and partnership. These grants include community and key stakeholder input, collaboration, and consensus building through an active public engagement process. CBTP grants support livable and sustainable community concepts with a transportation or mobility objective to promote community identity and quality of life.

http://www.dot.ca.gov/hq/tpp/offices/ocp/cbtp.html

Environmental Justice Grant Program

The Environmental Justice (EJ) Grant Program promotes the involvement of low-income, minority communities, and Native American tribal governments in the planning for transportation projects. EJ grants have a clear focus on transportation and community development issues to prevent or mitigate disproportionate, negative impacts while improving mobility, access, safety, and opportunities for affordable housing and economic development. Grants are available to cities, counties, transit districts, and tribal governments.

http://www.dot.ca.gov/hq/tpp/offices/ocp/cbtp.html

CAL FIRE Urban Forest Expansion and Improvement Grant

The purpose of this grant is to provide funding for projects that will plant trees and vegetation to reduce GHG emissions and improve functionality of urban forests, arrest the decline of urban forest resources, address climate change resilience, improve the quality of the environment in urban areas, and optimize co-benefits to urban residents. Eligible applicants include cities, counties, qualifying districts or non-profit organizations. For projects that meet the criteria for benefiting a disadvantaged community and are determined by CAL FIRE Urban and Community Forestry staff to be successfully completed are eligible to receive up to two maintenance cycles (locally established cycle) of funding for ongoing tree and plant care and maintenance in the post-performance period.

calfire.ca.gov/resource_mgt/resource_mgt_urbanforestry_grants

ReLeaf Grants

California ReLeaf provides pass-through grants to ReLeaf Network Members and other community groups interested in planting and caring for trees in California. The purpose of these programs is to meet the critical need of creating and sustaining healthy communities in California by providing funding for an array of urban forestry efforts, ranging from education and outreach to tree-planting projects.

https://californiareleaf.org/programs/grants/

OTHER METHODS & FUNDING SOURCES

Private Grants, Donations & Gifts

Many trusts and private foundations provide funding for park, recreation and open space projects. Grants from these sources are typically allocated through a competitive application process and vary dramatically in size based on the financial resources and funding criteria of the organization. Philanthropic giving is another source of project funding. Efforts in this area may involve cash gifts and include donations through other mechanisms such as wills or insurance policies. Community fund raising efforts can also support park, recreation or open space facilities and projects.

California Trails and Greenways Foundation

The foundation assists California State Parks with the Annual State Trails and Greenways Conference, sponsors the Trail Champion Award, and provides grant funding to non-profit groups for trail and greenway projects. The grant program appropriates $5,000 annually and is open to 501(c)3 organizations that can use the funds to further their goals for trails and greenways in their community.

http://www.ctgf.org/

Kaiser Permanente - Community Benefit Programs

These programs work with community-based organizations, public agencies, businesses and residents to translate their vision for healthy communities into visible, concrete changes — and ultimately healthier neighborhoods. Kaiser has several assistance programs that encompass support for Environmental Stewardship, Community Health Initiatives, Every Body Walk!, and Physical Activity Guiding Principles.

https://about.kaiserpermanente.org/community-health/about-community-health/charitable-contributions

Business Sponsorships/Donations

Business sponsorships for programs may be available throughout the year. In-kind contributions are often received, including food, door prizes and equipment/material.

Interagency Agreements

State law provides for interagency cooperative efforts between units of government. Joint acquisition, development and/or use of park and open space facilities may be provided between Parks, Public Works and utility providers.

ACQUISITION TOOLS & METHODS

Direct Purchase Methods

Market Value Purchase

Through a written purchase and sale agreement, the city purchases land at the present market value based on an independent appraisal. Timing, payment of real estate taxes and other contingencies are negotiable.

Partial Value Purchase (or Bargain Sale)

In a bargain sale, the landowner agrees to sell for less than the property's fair market value. A landowner's decision to proceed with a bargain sale is unique and personal; landowners with a strong sense of civic pride, long community history or concerns about capital gains are possible candidates for this approach. In addition to cash proceeds upon closing, the landowner may be entitled to a charitable income tax deduction based on the difference between the land's fair market value and its sale price.

Life Estates & Bequests

In the event a landowner wishes to remain on the property for a long period of time or until death, several variations on a sale agreement exist. In a life estate agreement, the landowner may continue to live on the land by donating a remainder interest and retaining a "reserved life estate." Specifically, the landowner donates or sells the property to the city, but reserves the right for the seller or any other named person to continue to live on and use the property. When the owner or other specified person dies or releases his/her life interest, full title and control over the property will be transferred to the city. By donating a remainder interest, the landowner may be eligible for a tax deduction when the gift is made. In a bequest, the landowner designates in a will or trust document that the property is to be transferred to the city upon death. While a life estate offers the city some degree of title control during the life of the landowner, a bequest does not. Unless the intent to bequest is disclosed to and known by the city in advance, no guarantees exist with regard to the condition of the property upon transfer or to any liabilities that may exist.

Gift Deed

When a landowner wishes to bequeath their property to a public or private entity upon their death, they can record a gift deed with the county assessors office to insure their stated desire to transfer their property to the targeted beneficiary as part of their estate. The recording of the gift deed usually involves the tacit agreement of the receiving party.

Option to Purchase Agreement

This is a binding contract between a landowner and the city that would only apply according to the conditions of the option and limits the seller's power to revoke an offer. Once in place and signed, the option agreement may be triggered at a future, specified date or upon the completion of designated conditions. Option agreements can be made for any time duration and can include all of the language pertinent to closing a property sale.

Right of First Refusal

In this agreement, the landowner grants the city the first chance to purchase the property once the landowner wishes to sell. The agreement does not establish the sale price for the property, and the landowner is free to refuse to sell it for the price offered by the city. This is the weakest form of agreement between an owner and a prospective buyer.

Conservation and/or Access Easements

Through a conservation easement, a landowner voluntarily agrees to sell or donate certain rights associated with his or her property (often the right to subdivide or develop), and a private organization or public agency agrees to hold the right to enforce the landowner's promise not to exercise those rights. In essence, the rights are forfeited and no longer exist. This is a legal agreement between the landowner and the city that permanently limits uses of the land in order to conserve a portion of the property for public use or protection. The landowner still owns the property, but the use of the land is restricted. Conservation easements may result in an income tax deduction and reduced property taxes and estate taxes. Typically, this approach is used to provide trail corridors where only a small portion of the land is needed or for the strategic protection of natural resources and habitat. Through a written purchase and sale agreement, the city purchases land at the present market value based on an independent appraisal. Timing, payment of real estate taxes and other contingencies are negotiable.

Park or Open Space Dedication Requirements

Local governments have the option to require developers to dedicate land for parks under the State Subdivision Law (Ch. 58.17 RCW) and the State Environmental Policy Act (SEPA) (Ch. 43.21C RCW). Under the subdivision law developers can be required to provide the parks/recreation improvements or pay a fee in lieu of the dedicated land and its improvements. Under the SEPA requirements, land dedication may occur as part of mitigation for a proposed development's impact.

Landowner Incentive Measures

Density Bonuses

Density bonuses are a planning tool used to encourage a variety of public land use objectives, usually in urban areas. They offer the incentive of being able to develop at densities beyond current regulations in one area, in return for concessions in another. Density bonuses are applied to a single parcel or development. An example is allowing developers of multi-family units to build at higher densities if they provide a certain number of low-income units or public open space. For density bonuses to work, market forces must support densities at a higher level than current regulations.

Transfer of Development Rights

The transfer of development rights (TDR) is an incentive-based planning tool that allows land owners to trade the right to develop property to its fullest extent in one area for the right to develop beyond existing regulations in another area. Local governments may establish the specific areas in which development may be limited or restricted and the areas in which development beyond regulation may be allowed. Usually, but not always, the "sending" and "receiving" property are under common ownership. Some programs allow for different ownership, which, in effect, establishes a market for development rights to be bought and sold.

IRC 1031 Exchange

If the landowner owns business or investment property, an IRC Section 1031 Exchange can facilitate the exchange of like-kind property solely for business or investment purposes. No capital gain or loss is recognized under Internal Revenue Code Section 1031 (see www.irc.gov for more details). This option may be a useful tool in negotiations with an owner of investment property, especially if the tax savings offset to the owner can translate to a sale price discount for the City.

OTHER LAND PROTECTION OPTIONS

Land Trusts & Conservancies

Land trusts are private non-profit organizations that acquire and protect special open spaces and are traditionally not associated with any government agency. The Sequoia Riverlands Trust is the regional land trust serving the Dinuba area (www.sequoiariverlands.org). Other national organizations with local representation include the Nature Conservancy, Trust for Public Land, Western Rivers Conservancy and the Wilderness Land Trust.

Regulatory Measures

A variety of regulatory measures are available to local agencies and jurisdictions. Available programs and regulations include: Critical Areas Ordinance, Dinuba; State Environmental Policy Act (SEPA); Shorelines Management Program; and Hydraulic Code, Washington State Department of Fisheries and Department of Wildlife.

Public/Private Utility Corridors

Utility corridors can be managed to maximize protection or enhancement of open space lands. Utilities maintain corridors for provision of services such as electricity, gas, oil, and rail travel. Some utility companies have cooperated with local governments for development of public programs such as parks and trails within utility corridors.

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APPENDIX D
SUMMARY OF PAST PLANS

Parks & Recreation Master Plan 1992

Approved in 1992, the Parks and Recreation Element was added and the Open Space Element amended into the City's General Plan. The adopted Parks and Recreation Master Plan inventoried the existing facilities and their improvement needs and determined the need for future parks and facilities. Seven existing parks and six existing schools (their sport and playground amenities) were assessed for existing conditions. The City's recreation programming was also evaluated. The Master Plan set forth policies for park and recreation planning and the need for provision of neighborhood and community parks. Recommendations were made for specific existing park improvements, development of park properties and the acquisition of future parkland. Other work identified in the Master Plan included the development of arterial streetscape improvements, downtown improvements, city entrance features, the need for a county regional park, the potential for railroad right of way trails, joint partnerships with the school district, and a policy on park naming. The Plan also provided priority ranking for needed improvements, developments and acquisitions. At the time of the plan, the City of Dinuba parkland totaled 29.2 acres, equating to 2.4 acres per 1,000 people.

City of Dinuba 2020-2024 Capital Improvement Plan

The five-year Capital Improvement Plan (CIP) represents the City's ongoing commitment to preserving, maintaining and enhancing the community's infrastructure and facilities. The CIP is designed to help plan the orderly development of the community's municipal facilities and to assure that service needs can be met in the future. Projects are identified to help meet the City goals and to leverage local funding with outside funding sources. Parks projects are designed to preserve the character of the community by providing open space and park facilities for a variety of community uses. The five year list of Parks CIP projects include the Rose Ann Vuich Park picnic pavilion, the Roosevelt Park sports field lighting, and various park improvements. The planned annual expenditure for general park improvements is $200,000 and targets various equipment for city parks such as benches, tables, playground equipment, shade structures and lighting. The Parks Master Plan was also incorporated in the five year CIP to update the 1992 parks master plan.

City of Dinuba General Plan 2008

The City of Dinuba General Plan provides comprehensive planning for the future and an overall framework for how to achieve this future condition. The policies statement document contains the nine chapters of the general plan elements. Additional general plan documents included a background report, environmental impact report and technical appendices. The Open Space, Conservation and Recreation Element focuses on

the protection and enhancement of open space, natural and recreational resources to ensure a high quality living environment in Dinuba. Open space and recreation issues include discussion of parks and recreation resources, targeted growth of these facilities, the creation of a citywide bike/pedestrian path system and targeting open space to function in a multi-use capacity. The objective for citywide recreation is to provide recreational opportunities including local parks for all populations for the existing community, and projected population in future growth areas. Recreation policy established the standard park acreage as 5.0 acres per 1,000 people and allowed inclusion of school property acreage where they were available through cooperative agreements, accessible and had usable recreation areas. Park facilities were also to be located within a ¼ mile walking distance of most residents. The stated recreation policies encouraged cooperative agreements with the county for park development to help meet county-wide recreation needs.

Pedestrian and Bicyclist Safety and Connectivity Study 2019

The Pedestrian and Bicyclist Safety and Connectivity Study detailed the existing conditions of the transportation infrastructure and established a long-term vision for improving bicycle and pedestrian facilities through various development projects in the City. The Study identified safety challenges, opportunity needs and major facility gaps and recommended future priority improvements. Through the implementation of near-term to long-term projects, the City would establish a citywide pedestrian and bicycle friendly transportation network. The public engagement confirmed personal safety issues triggered by the lack of connected sidewalks and the lack of a connected bicycle network along with poor pavement conditions. The Study's proposed alternatives are consistent with the bicycle-related guidelines and standards set in the 2010 Tulare County Regional Bicycle Transportation Plan. The Study also considered the recommended projects from the 2016 Regional Active Transportation Plan for the Tulare County Region. In a related effort concurrent with the Study, the City's ADA Transition Plan will identify and correct non-compliant facilities such as sidewalk widths, curb ramps, on-street parking spaces and other street infrastructure. Around parks, observations showed missing or no sidewalks. Complete streets have been suggested to increase accessibility to these parks.

Development Impact Fee Study 2015

The 2015 Dinuba Development Impact Fee Study prepared an analysis of the cost of public facilities to accommodate new development in Dinuba. The resultant report documents the full and justifiable impact fees that could be imposed on new development. Park facilities were one of the seven categories reviewed for impact fees that could provide much needed funding for capital improvements needed to expand facilities to accommodate future growth. The study documents the relationship between new development in Dinuba and the cost of public facilities to serve growth through the year 2030. The park standard stated in the Dinuba General Plan is 3.5 acres per 1,000 residents. The study identified the City's current park standard as 2.97 acres per 1,000 residents. The study proposed the use of the current level of service rather than the stated General Plan park standard to avoid the need for the City to develop an additional 9 acres of parks (to bridge the gap between standard and level of service) using funds other than the park impact fee revenue. Based on the growth projection of nearly 11,200 new residents by the year 2030, over 33 acres of parks would be needed at the current level of service (2.79 acres/ 1,000 residents). The estimated cost per acre is approximately $198,420 (not including land acquisition) for a fully developed park with irrigated turf,

picnic areas, basketball court, trees, plantings, restrooms, etc. The cost estimate is based on a typical 5-acre neighborhood park. The study cites a park land acquisition cost of $180,000 per acre that would be needed to provide for future park facilities for the growing population. The park impact fee revenues can be used to contribute to the acquisition and development of new park land or expansion of existing park land and amenities to increase park user capacity. The study proposed parks impact fees for new development of single family, multi-family and mobile home dwelling units based on the calculated facilities cost per capita. The fee represents the amount required to fully fund all new park facilities needed to accommodate the estimated residents of each dwelling unit.

Dwelling Unit Type	Cost per Capita	Occupancy	Fee	Current Fee
Single Family	$ 1,264.55	4.1	$ 5,184.66	$ 1,673.00
Multi-family	$ 1,264.55	3.29	$ 4,160.37	$ 1,332.00
Mobile Home	$ 1,264.55	2	$ 2,529.10	$ 986.00

The report also noted a discrepancy between the City Municipal Code and the supportable parks service standard. Based on the Quimby Act requiring the dedication of park land as a condition of subdivision approval, the Code (paragraph 16.25.040) requires a dedication rate of 5 acres per 1,000 for a variety of dwelling unit types. However, the City's existing parkland acreage is below 3 acres per 1,000 and a higher 5 acre/1,000 rate is not justified. The impact fee study recommended an adjustment to the Municipal Code to reflect 2.97 acres per 1,000 with adjusted and more realistic occupancy rates per dwelling units.

2030 Update Tulare County General Plan

Adopted in 2012, The Tulare County 2030 General Plan contains seven (7) mandated elements that must be consistent with each other and share equal importance in long range planning for the County. The open-space element addresses the policies and practices for the preservation of open space for the protection of natural resources, the managed production of resources, and for recreation and public health and safety. The County General Plan applies to the Urban Area Boundaries and Urban Development Boundaries for incorporated cities, including Dinuba. For cities, the County Adopted City UDB is an officially adopted and mapped County line delineating the area expected for urban growth over a 20-year period. Dinuba is one of eight incorporated cities in the County.

For recreation, the County owns and operates 13 parks with diverse recreational amenities. The plan for open space in the County is directly concerned with the protection, conservation, and enhancement of natural resources, agricultural, recreation, scenic, watershed, ground water recharge, and wildlife habitat lands.

City of Dinuba
Parks & Community Services Department
1390 Elizabeth Way
Dinuba, CA 93618
http://www.dinuba.org/

RESOLUTION NO. 2021-04

A RESOLUTION AUTHORIZING THE CITY COUNCIL'S ADOPTION OF THE PARKS AND RECREATION MASTER PLAN

WHEREAS, the existing Parks & Recreation Master Plan was adopted on July 28, 1992, and therefore needs to be updated; and

WHEREAS, in February 2020, the City Council authorized the City Manager to enter in to a professional services agreement with Conservation Technix for the development of a Parks and Recreation Master Plan; and

WHEREAS, Conservation Technix conducted a thorough review and assessment of parks, recreation centers and facilities including the programs contained therein; and

WHEREAS, over 160 residents were engaged through a COVID-19-sensitive outreach effort to include an on-line survey; and

WHEREAS, the data received through the community outreach was used to develop goals, key project recommendations, implementation strategies and a capital investment plan; and

WHEREAS, at several publicly noticed meetings, the City Council has been briefed by the Parks & Community Services Department or held study sessions on the 2020 Parks and Recreation Master Plan.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dinuba hereby:

1. The proposed 2020 Parks and Recreation Master Plan attached hereto as **Attachment A** is hereby adopted by the Council of Dinuba.

Approved and adopted the 26th day of January, 2021

I, the understand, hereby certify that the foregoing Resolution 2021-04 was duly adopted by the City Council of the City of Dinuba following a roll call vote:

PASSED AND ADOPTED this 26th day of January, 2021 by the following vote:

AYES: Council Members:
NOES: Council Members:
ABSTAIN: Council Members:
ABSENT: Council Members:

_____
Mayor

ATTEST:

_____
City Clerk

CITY OF DINUBA
Together, A Better Community
CALIFORNIA • 1906

City Council Staff Report

Department: ENGINEER/PLANNING | January 26, 2021

To: Mayor and City Council

From: Jason Watts, City Engineer

Subject: Award of Contract for the North Dinuba Infrastructure Improvements Project; CDBG Project No. 20-CDBG-12005 and 20-CDBG-12006 (JW)

RECOMMENDATION

Council to award the contract for the North Dinuba Infrastructure Improvements Project to Agee Construction Corporation in the amount of $3,613,169.50 and authorize the City Manager or designee to execute the contract documents.

EXECUTIVE SUMMARY

The City of Dinuba was awarded $3,499,000 in Community Development Block Grant (CDBG) funding for the North Dinuba Infrastructure Improvements Project. The project consists of the installation of sewer facilities, storm drain facilities, and street improvements to residents on Griggs Avenue including the Wester Sky Mobile Home Park on N. Alta. The project was formally advertised and eleven (11) bids were received. The lowest responsive bid was received from Agee Construction Corporation in the amount of $3,613,169.50. Staff is requesting that the City Council award the bid to Agee Construction Corporation.

OUTSTANDING ISSUES

None.

DISCUSSION

The City of Dinuba applied for and received an award of $3,499,000 in CDBG grant funds for the North Dinuba Infrastructure Improvements Project. The project will provide sewer, storm drain facilities, street improvements and a pocket park to an underserved area of town that was previously annexed by the City of Dinuba. The CDBG grant provides the funding necessary to complete the improvements to serve this community.

The North Dinuba Infrastructure Improvements Project will install approximately 3,300 lineal feet of sewer main to serve the current residents within the Griggs Avenue neighborhood, Western Sky Mobile Home Park, and other various residents along Alta Avenue that currently do not have access to City sewer infrastructure. Residents along Griggs Avenue are currently experiencing failures in their existing septic systems and are in desperate need of City sewer facilities.

Additionally, the project will also consist of storm drain facilities, a pocket park, streetlights, concrete curb & gutter, concrete sidewalk, concrete drive approaches, reconstruction of the pavement section along Griggs Avenue and the adjoining alleys, and installing a cape seal along Alta Avenue (Road 80) from Griggs Avenue to Nebraska Avenue (Avenue 424). A conceptual exhibit is attached as Attachment 'A' to help illustrate the proposed improvements.

Staff solicited bids and received a total of eleven (11) proposals by the January 13, 2021 deadline. The bids are summarized, as follows:

CONTRACTOR	TOTAL
Agee Construction Corporation	$3,613,169.50
Dawson-Mauldin, LLC	$3,732,764.00

Avison Construction, Inc.	$3,781,943.00
Don Berry Construction, Inc.	$3,867,972.10
Bill Nelson General Engineering Construction, Inc.	$3,964,293.00
American Paving Company	$4,151,373.97
Emmetts Excavation, Inc.	$4,154,469.60
Yarbs Grading & Paving, Inc.	$4,256,179.00
Dave Christian Construction Company, Inc.	$4,339,582.35
Cal Valley Construction, Inc.	$4,551,752.80
EverLevel Holdings, LLC	$4,587,521.00

The lowest bid proposal was submitted by Agee Construction Corporation in the amount of $3,613,169.50. Yamabe & Horn Engineering has worked with the contractor on various projects in other jurisdictions. Agee Construction has a proven track record and experience in completing these types of projects. Staff is recommending that the contract be awarded to Agee Construction Corporation in the amount of $3,613,169.50. A copy of the Agee Construction Corporation bid proposal is enclosed herein as Attachment 'B'.

The overall budget for the project is $4.4 million, which includes hard construction costs totaling $3.6 million and $361,400 for right-of-way acquisition, design and project management costs. Revenues for this project total approximately $3.7 million, leaving a projected shortfall of $700,000. The City has approached the state about the possibility of providing additional funding to cover the shortfall. The state allows for jurisdictions to request an increase in grant funds by up to 20%. The City used a similar request for additional funding for the Kern Street Storm Drain Project, which was approved by the state.

Under separate action tonight, the City Council will consider adopting a resolution that will formally request the full 20% which will increase the total grant amount by $699,800 to cover the full cost of the project.

FISCAL IMPACT

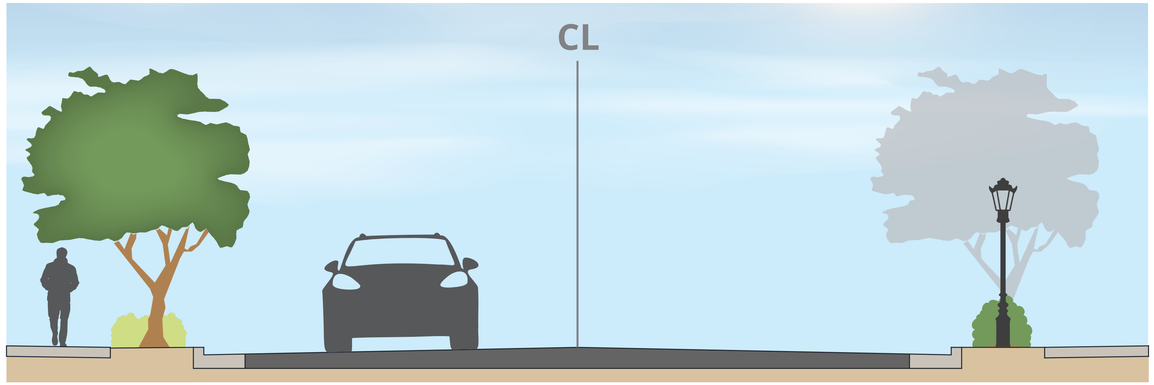
The project totaling $3,613,169.50 will be funded by the Community Development Block Grant (CDBG) Program and the remainder by Local Funds.

PUBLIC HEARING

None.

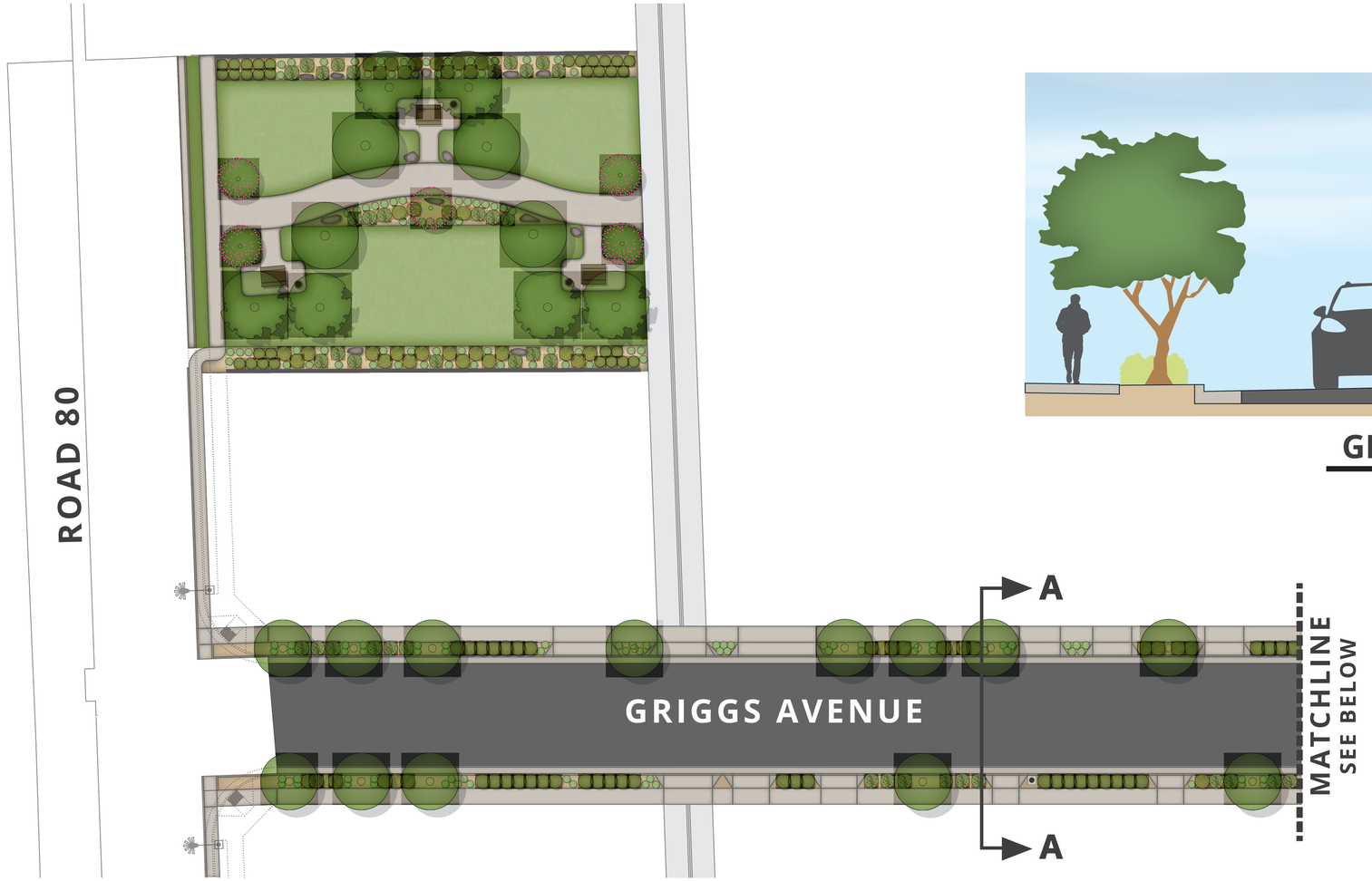
ATTACHMENTS:

A. Conceptual Exhibit
B. Agee Construction Corporation Bid



GRIGGS AVE SECTION A

NOT TO SCALE





SCALE: 1"=20'

0 20 40

Yamabe & Horn Engineering, Inc.

CIVIL ENGINEERS • LAND SURVEYORS

PROPOSAL TO THE CITY OF DINUBA
NORTH DINUBA INFRASTRUCTURE IMPROVEMENTS PROJECT
CDBG PROJECT NO. 20-CDBG-12005 & 20-CDBG-12006
IN THE CITY OF DINUBA

The work to be done and referred to herein is in the City of Dinuba, State of California, and located within existing or street rights of way or City-owned property. All work will be considered on the basis of the total bid for furnishing and placing the materials complete as specified.

TO THE CITY COUNCIL:

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposal form of contract, and plans herein referred to; and he proposes and agrees if this proposal is accepted, that he will contract with the City of Dinuba to provide all necessary machinery, tools, apparatus, and other means of construction, and to do all of the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth; and that he will take in full payment therefore, the following prices, to wit:

BASE BID:

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
1.	LUMP SUM	L.S.	Mobilization and Demobilization (Not to Exceed $80,000) at Eighty thousand dollars and zero cents per L.S.	LUMP SUM	80,000.-
2.	LUMP SUM	L.S.	Traffic and Dust Control at Two hundred seventy-seven thousand five hundred dollars and zero cents per L.S.	LUMP SUM	277,500.-
3.	LUMP SUM	L.S.	Clearing and Grubbing at Twelve thousand dollars and zero cents per L. S.	LUMP SUM	12,000.-
4.	LUMP SUM	L.S.	Grading and Earthwork at Forty-two thousand dollars and zero cents per L.S.	LUMP SUM	42,000.-

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
5.	44,632	S.F.	Asphalt Concrete Grinding at zero dollars and seventy-five cents per S.F.	.75	33,474.-
6.	2,057	C.Y.	Roadway Excavation at twenty-four dollars and zero cents per C.Y.	24.-	49,368.-
7.	2,430	TON	Hot Mix Asphalt, Type 'A' at one hundred fifteen dollars and zero cents per TON	115.-	279,450.-
8.	2,155	TON	Aggregate Base, CL II at thirty dollars and sixty cents per TON	30.60	65,943.-
9.	702	TON	Aggregate Subbase at twenty seven dollars and fifty cents per TON	27.50	19,305.-
10.	11,441	S.Y.	Apply Cape Seal at twelve dollars and fifty cents per S.Y.	12.50	143,012.50
11.	48	L.F.	Construct 6" Wide Concrete Curb at thirty-seven dollars and zero cents per L.F.	37.-	1,776.-
12.	1,986	L.F.	Construct Concrete Curb and Gutter at twenty-five dollars and zero cents per L.F.	25.-	49,650.-

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
13.	354	L.F.	Construct 6" Wide Concrete Mow Strip at nineteen dollars and zero cents per L.F.	19.-	6,726.-
14.	1,179	L.F.	Construct Concrete Valley Gutter at Thirty-two dollars and zero cents per L.F.	32.-	37,728.-
15.	10,227	S.F.	Construct Concrete Sidewalk at Seven dollars and zero cents per S.F.	7.-	71,589.-
16.	6,054	S.F.	Construct Concrete Residential Drive Approach at Eight dollars and zero cents per S.F.	8.-	48,432.-
17.	1,797	S.F.	Construct Concrete Commercial Drive Approach at Twelve dollars and zero cents per S.F.	12.-	21,564.-
18.	547	L.F.	Remove and Replace Existing 4' High Chain Link Fence at Thirty-six dollars and zero cents per L.F.	36.-	19,692.-
19.	93	L.F.	Install 4' High Chain Link Fence at Twenty-eight dollars and zero cents per L.F.	28.-	2,604.-

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
20.	7	EA.	Remove and Replace Existing 4' High Chain Link Gate at Two hundred twenty dollars and zero cents per EA.	220.-	1,540.-
21.	381	L.F.	Construct 6' High CMU Wall at ~~Two hundred forty-four dollars AD and zero cents AD~~ one hundred eighty dollars and zero cents per L.F.	180.- ~~244.- AD~~	68,580.- ~~92,964.- AD~~
22.	2	EA.	Construct Concrete Type I Curb Ramp at One thousand two hundred dollars and zero cents per EA.	1,200.-	2,400.-
23.	2	EA.	Construct Decorative Cluster Mailbox Foundation at one thousand dollars and zero cents per EA.	1,000.-	2,000.-
24.	3	EA.	Install Park Table at Two thousand one hundred dollars and zero cents per EA.	2,100.-	6,300.-
25.	3	EA.	Install Trash Enclosure at one thousand two hundred fifty dollars and zero cents per EA.	1,250.-	3,750.-
26.	1	EA.	Relocate Existing Bus Stop at Four thousand one hundred dollars and zero cents per EA.	4,100.-	4,100.-

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
27.	LUMP SUM	L.S.	Abandon Existing Well at three thousand five hundred dollars and zero cents per L.S.	LUMP SUM	3,500.-
28.	17	EA.	Adjust Existing Water Service at Five hundred thirty dollars and zero cents per EA.	530.-	9,010.-
29.	6	EA.	Install Water Service at Two thousand five hundred dollars and zero cents per EA.	2,500.-	15,000.-
30.	2	EA.	Relocate Existing Water Service at one thousand six hundred dollars and zero cents per EA.	1,600.-	3,200.-
31.	3	EA.	Adjust Existing Water Valve at Five hundred seventy-five dollars and zero cents per EA.	575.-	1,725.-
32.	3	EA.	Relocate Existing Fire Hydrant at six thousand one hundred dollars and zero cents per EA.	6,100.-	18,300.-
33.	1	EA.	Construct Water Crossing at seven thousand three hundred dollars and zero cents per EA.	7,300.-	7,300.-
34.	4	EA.	Connect to Existing Sanitary Sewer System at Two thousand dollars and zero cents per EA.	2,000.-	8,000.-

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
35.	782	L.F.	Install 8" Sanitary Sewer Pipe at Forty-nine dollars and zero cents per L.F.	49.-	38,318.-
36.	1,931	L.F.	Install 10" Sanitary Sewer Pipe at Sixty-two dollars and zero cents per L.F.	62.-	119,722.-
37.	1,337	L.F.	Install 15" Sanitary Sewer Pipe at Eighty-seven dollars and zero cents per L.F.	87.-	116,319.-
38.	12	EA.	Construct 48" Sanitary Sewer Manhole at Four thousand three hundred fifty dollars and no cents per EA.	4,350.-	52,200.-
39.	27	L.F.	Install 4" Sanitary Sewer Force Pipe at fifty four dollars and no cents per L.F.	54.-	1,458.-
40.	27	EA.	Install 4" Sanitary Sewer Service at two thousand three hundred dollars and no cents per EA.	2,300.-	62,100.-
41.	9	EA.	Install 6" Sanitary Sewer Service at two thousand nine hundred dollars and no cents per EA.	2,900.-	26,100.-

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
42.	36	L.F.	Install 18" Storm Drain Pipe at One hundred twenty eight dollars and no cents per L.F.	128.-	4608.-
43.	323	L.F.	Install 24" Storm Drain Pipe at one hundred twelve dollars and no cents per L.F.	112.-	36,176.-
44.	1,815	L.F.	Construct 48" Storm Drain Pipe at two hundred twenty dollars and no cents per L.F.	220.-	399,300.-
45.	5	EA.	Construct 48" Storm Drain Manhole at five thousand dollars and no cents per EA.	5,000.-	25,000.-
46.	7	EA.	Construct 72" Storm Drain Manhole at six thousand one hundred dollars and no cents per EA.	6,100.-	42,700.-
47.	2	EA.	Construct Type 'B' Storm Drain Inlet at four thousand five hundred dollars and no cents per EA.	4,500.-	9,000.-
48.	67,120	C.F.	Install Storm Water Chambers at nine dollars seventy-five cents per C.F.	9.75	654,420.-

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
49.	3	EA.	Install Arterial Solar Streetlight at Ten thousand two hundred fifty dollars and zero cents per EA.	10,250.-	30,750.-
50.	4	EA.	Install Decorative Solar Streetlight at Ten thousand one hundred forty-six dollars and zero cents per EA.	10,146.-	40,584.-
51.	15,488	S.F.	Install Landscape at four dollars and seventy-five cents per S.F.	4.75	73,568.-
52.	15,488	S.F.	Install Irrigation at six dollars and zero cents per S.F.	6.-	92,928.-
53.	LUMP SUM	L.S.	Install Pavement Striping and Marking and Signage at fifteen thousand nine hundred dollars and zero cents per L.S.	LUMP SUM	15,900.-
54.	LUMP SUM	L.S.	Worker Cave-in Protection at Ten thousand dollars and zero cents per L.S.	LUMP SUM	10,000.-
55.	LUMP SUM	L.S.	Acquire City of Dinuba Encroachment Permit **($140+ 4% Contract amount per Sec. SP1.10)** at one hundred forty-six thousand five hundred dollars and zero cents per L.S.	LUMP SUM	146,500.-
56.	LUMP SUM	L.S.	Miscellaneous Street Facilities and Operations at Sixteen thousand dollars and zero cents per L.S.	LUMP SUM	16,000.-

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
57.	LUMP SUM	L.S.	Allowances at One hundred Thousand Dollars per L.S.	LUMP SUM	$100,000
58.	LUMP SUM	L.S.	Crack Filling at Twenty-three thousand dollars and zero cents per L.S.	LUMP SUM	23,000.-
59.	LUMP SUM	L.S.	Temporary Bypass Pumping at Fifteen thousand dollars and zero cents per L.S.	LUMP SUM	15,000.-
60.	5	EA.	Install Park Solar Streetlight at Nine thousand dollars and no cents per EA.	9,000.-	45,000.-

TOTAL AMOUNT OF BASE BID, ITEMS 1 THRU 60 $ 3,613,169.50

Total amount of Base Bid, Items 1 thru 60 is (in words)

Three million six hundred thirteen thousand one hundred sixty-nine

Dollars and fifty cents.

IN CASE OF DISCREPANCY BETWEEN WORDS AND FIGURES, THE WORDS SHALL PREVAIL.

The bidder shall set forth for each item of work, in clearly legible figures, an item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item. In case of discrepancy between the item price and the total set forth for the item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, the amount set forth in the "Total" column for the item shall prevail in accordance with the following.

1. As to lump sum items, the amount set forth in the "Total" column shall be the item price.

2. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price obtained shall be the item price.

If this proposal shall be accepted and the undersigned shall fail to contract, as foresaid, and to give the two bonds in the sums to be determined as foresaid, with surety satisfactory to the Owner, within eight (8) days not including Saturdays, Sundays and legal holidays, after the bidder has received notice of award of the contract, the Owner, at its option, may determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the Owner.

A certified or cashier's check made payable to the City or a bid bond in favor of said City for 10% of the total bid amount ($_____), which amount is not less than 10 percent (10%) of the total amount of this proposal, is attached hereto and is given as a guarantee that the undersigned will execute a Contract and furnish the required bonds if awarded the contract and in case of failure to do so within ten days from notice of award the same will be forfeited to the City.

The undersigned certified that he has a valid license as Contractor in the State of California, for Class A, B, the number of which is 631980, and the expiration date of which is 11/30/2021. The undersigned also certifies that he is registered with the Department of Industrial Relations with DIR Number 1000001994. The representations made herein are made under penalty of perjury.

Signature of bidder with business name, address, and telephone number.

(1) Agee Construction Corporation
Bidding Firm

(2) A California Corporation
(Corp.) (Indiv.) (Partner)

(3) 1039 Hoblitt Avenue
Business Address

Clovis, CA 93612
City State Zip

(559) 299-3290
Area Code Telephone

(4) 
Signature of Authorized Person

Alan D. Dirlam - Chief Estimator
Type or Print Name of Authorized Person

ACKNOWLEDGMENT

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

State of California
County of Fresno)

On January 13, 2021 before me, Marcie Daves, Notary Public
(insert name and title of the officer)

personally appeared Alan D. Dirlam,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MARCIE DAVES
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2281504
FRESNO COUNTY
My Comm. Exp. April 14, 2023

Signature _____ (Seal)

ACTION BY UNANIMOUS WRITTEN CONSENT
IN LIEU OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF
AGEE CONSTRUCTION CORPORATION,
A CALIFORNIA CORPORATION

In accordance with Article III, Section 13 of the Bylaws of the Corporation and Section 307(b) of the California Corporations Code, the Board of Directors of AGEE CONSTRUCTION CORPORATION, a California corporation (the "Corporation"), hereby takes the following actions and adopts the following resolutions without a meeting:

REMOVAL OF AUTHORIZED SIGNATORY OF CONSTRUCTION DOCUMENTS ON BEHALF OF THE CORPORATION

WHEREAS, Gordon Coffman was previously authorized to sign construction bids, construction contracts and related documents (collectively, "Construction Documents") on behalf of the Corporation; and

WHEREAS, the Corporation desires to replace him as a signatory; it is therefore

RESOLVED, that effective immediately, Gordon Coffman is removed as an authorized signatory of Construction Documents.

AUTHORIZATION FOR PATSY A. AGEE, GAYLE L. SALVUCCI, ALAN D. DIRLAM, ROBERT SERVADIO, AND KYM E. OLIVAS TO SIGN CONSTRUCTION DOCUMENTS ON BEHALF OF THE CORPORATION

WHEREAS, the Board of Directors of the Corporation recognizes that from time to time Construction Documents need to be signed on behalf of the Corporation on an expedited basis; and

WHEREAS, the Board of Directors has deemed it in the Corporation's best interests to authorize not only the officers of the Corporation to execute such Construction Documents but also to authorize certain other employees to execute such documents; it is therefore

RESOLVED FURTHER, that PATSY A. AGEE, GAYLE L. SALVUCCI, ALAN D. DIRLAM, ROBERT SERVADIO and KYM E. OLIVAS, *any one of them acting alone*, is hereby authorized, from time to time, in the name of the Corporation and as its corporate act and deed, to execute Construction Documents, and further authorized to execute any and all documents and to take any further actions necessary, desirable, or convenient in order to consummate such the transactions contemplated by the Construction Documents; and

RESOLVED FURTHER, that the authority given hereunder shall be deemed retroactive and any and all acts authorized hereunder performed prior to the passage of this resolution are hereby ratified and affirmed.

This Action by Unanimous Written Consent of the Board of Directors of AGEE CONSTRUCTION CORPORATION is hereby taken by the undersigned, constituting all of the members of the Board of Directors, to be effective for all purposes on January 17, 2019.

Patsy A. Agee
PATSY A. AGEE

GAYLE L. SALVUCCI

Kym E. Olivas
KYM E. OLIVAS

Tamara M. Seals
TAMARA M. SEALS

(PLEASE SEE THE FOLLOWING INSTRUCTION REGARDING SIGNATURE)

(1) If the bidder is an individual, enter name here in current style used in business, if a joint venture, exact names of all persons and / or entities participating in the joint venture; if a partnership, the correct trade style used in the partnership; if a corporation, the exact name of the corporation under which it is currently incorporated and operating.

(2) If bidder is other than and individual, identify here its character, i.e. joint venture, partnership, corporation (including state of corporation), etc. If bidder is an individual operating under a fictitious or trade name, state "Individual DBA (trade name in full)".

(3) State on this line the address to which all communications and notices regarding the Bid Proposal and any contract awarded thereunder, are to be addressed.

(4) If bidder is: (i) a joint venture, signature must be one of the joint ventures, and if any of the joint ventures is a partnership or corporation each participating partnership must sign by a general partner, and each participating corporation by an authorized officer or employee; (ii) a partnership, by a general partner, or (iii) a corporation, by an authorized officer or employee. The title of the person signing must appear his signature. Where a partnership or corporation is a bidder or signer the name of all other general partners and/or the names of the president and secretary of the corporation and their business address must be shown below:

Gayle L. Salvucci - President/Manager	1039 Hoblitt Ave., Clovis, CA 93612
Patsy A. Agee - VP/Treasurer	1039 Hoblitt Ave., Clovis, CA 93612
Kym E. Olivas - Secretary	1039 Hoblitt Ave., Clovis, CA 93612

NOTE:

All signatures must be printed under written signature.

NOTE:

All addresses must be complete with street number, city and state.

NOTE:

Bidders maybe required to provide any and all other names and/or form(s) of organization (s) under which business has been done in the prior five (5) years.

NOTE:

Bidders maybe required to provide any and all other names and / or forms(s) of organization (s) under which business has been done in the prior five (5) years.

DESIGNATION OF SUBCONTRACTORS

Pursuant to the provisions of Sections 4100 to 4113, inclusive, of the Public Contract Code of the State of California, the undersigned hereby designates below, for the project, opposite various portions of the work, the names and locations of the places of business of each subcontractor who will perform work or labor in an amount in excess of one-half of one percent (1/2 of 1%) of the amount of the total bid. All work not listed below shall be performed by the undersigned bidder. It is understood that the bidder, if awarded the contract, shall not substitute and subcontractor in place of the subcontractors herein designated subcontractor, or sublet or subcontract any of the work as to which a subcontractor is not herein designated without the consent of the City approval of the Engineer. The subletting or subcontracting of any work for which there was no subcontractor designated in the original bid may be permitted only in case of public emergency or necessity. (List one firm only for each portion of work.)

NOTE: Contractor shall perform with its own organization work amounting to not less than thirty percent (30%) of the total bid. Section 1.15 provides further information.

Bid Item No.	Subcontractor % of work (1)	Subcontractor	Address & Phone No.	State License No. & DIR No.
18 19 20	AP ~~87.7 88.89~~ % 92.86 % 90.91 %	Cardoza Fencing	9001 Gleeson Ct., Bakersfield, CA 93311 (661) 477-8289	1010051 1000059229
11 12 13	67.57 % 68.00 % 52.63 %	Fresno Concrete Construction Inc.	5450 S. Villa Ave, Fresno, CA 93725 (559) 834-2031	389141 1000004109
14 15 16	71.88 % 57.14 % 75.00 %	↓		
17 22 23	83.33 % 75.00 % 53.20 %	↓		

(1) If a Subcontractor is designated for a portion of a bid item(s), Contractor shall provide the estimated percentage of work that will be performed by the Subcontractor.

January 13, 2021
Date

1039 Hoblitt Avenue
Address

Clovis, CA 93612

(559) 299-3290
Telephone Number

Agee Construction Corporation
Bidders Name

Authorized Signature

Alan D. Dirlam - Chief Estimator

Corporation
Type of Organization
(Individual, Partnership or Corporation)

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Bid Item No.	Subcontractor % of work (1)	Subcontractor	Address & Phone No.	State License No. & DIR No.
26	34.15 %	Fresno concrete construction Inc.	5450 S. Villa Ave., Fresno, CA 93725 (559) 834-2031	389141 1000004109
10	99.52%	VSS International, Inc.	3785 Channel Dr., W. Sacramento, CA 95691 (916) 373-1500	293727 1000001231
51 52	100 % 100 %	West Slopes Inc.	PO Box 1150, Hanford, CA 93232 (559) 583-8064	901810 1000014974
21	59.06 %	McCurley and Day masonry, Inc.	5740 E. Shields Ave., #104, Fresno CA 93727 (559) 348-9896	620562 1000012425

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Bid Item No.	Subcontractor % of work (1)	Subcontractor	Address & Phone No.	State License No. & DIR No.
49 50 60	100% 100% 100%	J.H. Troxell Electric	1314 S. Church Ave., Reedley CA 93654 (208)303-7555	704170 PW-LR 1000393802

(1) If a Subcontractor is designated for a portion of a bid item(s), Contractor shall provide the estimated percentage of work that will be performed by the Subcontractor.

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Bid Item No.	Subcontractor % of work (1)	Subcontractor	Address & Phone No.	State License No. & DIR No.

(1) If a Subcontractor is designated for a portion of a bid item(s), Contractor shall provide the estimated percentage of work that will be performed by the Subcontractor.

January 13, 2021
Date

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Address

Clovis, CA 93612

(559) 299-3290
Telephone Number

Agee Construction Corporation
Bidders Name

Authorized Signature

Alan D. Dirlam - Chief Estimator

Corporation
Type of Organization
(Individual, Partnership or Corporation)

PROJECT: **NORTH DINUBA INFRASTRUCTURE IMPROVEMENTS PROJECT**
CDBG PROJECT NO. XX-CDBG-XXXXX

To the City Council, City of Dinuba

NONCOLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

I, Alan D. Dirlam
(Name)

declare that I am

Chief Estimator
(Owner, Partner, Corporate Officer (list title), Co-Venturer

of Agee Construction Corporation
(Bidding Entity)

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by Contract, communication, or conference with anyone to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto to any corporation, partnership, company, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and this declaration is executed on January 13, 2021 (date), at Clovis (city) California (state).

(Title 23 United States Code Section 112)

(California Public Contract Code Section 7106; Stats. 1988. c. 1548, Section 1.)

Note: The above Noncollusion Affidavit is part of the Proposal. Signing the Proposal on the signature portion thereof shall constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making false certification may subject the certifier to criminal prosecution.

STATEMENT OF EXPERIENCE OF BIDDER

The bidder has been engaged in the general contracting business, under the present business name, for 29+ years. Experience in work of a nature similar to that bid in this Proposal extends over a period of 29+ years.

The bidder shall state below work of a similar magnitude or character that he has done and to giver references that will enable the City to judge his experience, skill and business standing, and his ability to conduct the work as completely as required under the terms of the Contract.

Year	Owner	Location & Type of Work	Contact Name & Phone Number
2020	City of Visalia	Ferguson & Hurley Street Rehab Visalia, CA Street Reconstruction, Paving &	Chantha Chap (559) 713-4418
		Grading	
2020	City of Merced	M & Main Street Resurfacing & Repairs Merced, CA	John Answorth (209) 385-6846
		Road Resurfacing & Repair	
2019	City of Tulare	'O' Street Improvements Tulare, CA Street Rehabilitation/Replace	James Funk (559) 684-4233
		Existing Utilities	
2019	Deleware North/Tenaya Lodge	Tenaya Lodge Cabins Fishcamp, CA Grading, utilities, paving, Hwy 41	Steve Ullman (209) 602-0749
		Improvements, retaining wall & water tank.	
2018	City of Visalia	Major Street Rehab.-Houston Ave. Visalia, CA Street rehabilitation, Paving,	Chantha Chap (559) 713-4418
		grading, curb and gutters.	

AFFIDAVIT

Alan D. Dirlam
(Name of Individual)

doing business as Agee Construction Corporation
(Name of firm, if any)

certifies and says: That he/she is the person submitting the Statement of Experience; that he/she has read the same, and that the same is true of his/her own knowledge, and that any depository, vendor, or other agency therein named is hereby authorized to supply the City of Dinuba with any information necessary to verify the statement.

I certify and declare under penalty of perjury that the foregoing is true and correct.

Subscribed at Clovis, State of California

(Applicant must sign here)
Alan D. Dirlam - Chief Estimator

(Note: Statement will be returned unless affidavit is complete including the date of signature.)

ADDENDA CERTIFICATION STATEMENT

ADDENDA - This proposal is submitted with respect to the changes to the contract included in addendum number/s #1 dated January 7, 2021 , #2 Dated January 8, 2021

(Fill in number/s if addenda have been received)

Warning: If an addendum or addenda have been issued by the administering agency and not noted above as being received by the bidder, this proposal may be rejected.

FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules, and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work.

The bidder certifies that it is aware of and will comply with all Federal requirements for projects financed in whole or in part with Federal funds. For specific requirements, see Appendix A of these specifications.

The above Certificate is part of the Proposal. Signing this Proposal on the signature page thereof shall also constitute signature of this Certificate.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PROJECT: **NORTH DINUBA INFRASTRUCTURE IMPROVEMENTS PROJECT**
CDBG PROJECT NO. 20-CDBG-12005 & 20-CDBG-12006

CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS.

The bidder__X__, proposed subcontractor _____, hereby certifies that he has __X__, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he has __X__, has not _____. Filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Agee Construction Corporation
(Company)

By: _____, Alan D. Dirlam

Chief Estimator
(Title)

Date: January 13, 2021

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

PROJECT: **NORTH DINUBA INFRASTRUCTURE IMPROVEMENTS PROJECT**
CDBG PROJECT NO. 20-CDBG-12005 & 20-CDBG-12006

Note: The bidder shall check Box A or Box B. If the bidder does not check a box it will be deemed that he has checked Box A.

The bidder certifies that:

A. ( ) I do not intend to subcontract any work on this project.

B. (X) I do intend to subcontract portions of the work on this project.

In accordance with the provisions of Section 2-1.12, "Disadvantaged Business Enterprise," in the State Standard Specifications, I have taken affirmative action to seek out and consider minority business enterprises for the portions of the work which are intended to be subcontracted. In addition, I will take such affirmative action on any future subcontracting for the life of this contract.

Category Of Work:	Contacted: Name/Address/Phone	Results of Contact:
Minor Concrete	Fresno Concrete Construction, Inc., Souvanh Vilaysinh 5450 S. Villa Ave, Fresno, CA 93725 559-834-2031	YES BIDDING
Minor Concrete	Madera Concrete Company, Nancy Hernandez 25095 Brook Dr., Madera, CA 93638 559-474-1395	YES BIDDING
Pavement Striping	Central Valley Striping, Carlos Garcia 1100 N. Gale Hill Ave., Lindsay, CA 93247 559-586-1083	NOT BIDDING
Pavement Striping	Super Seal & Stripe, Thomas Floyd 310 A Street, Fillmore, CA 93016 805-524-7345	YES BIDDING

The above certification is required by Executive Order 11625.

Bidder: Agee Construction Corporation

By: Alan D. Dirlam Date: Jan. 13, 2021

Title: Chief Estimator

OMB Approval No. 2577-0157 (Exp. 01/31/2017)

Certification of Payments to Influence Federal Transactions

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Applicant Name

Agee Construction Corporation

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Alan D. Dirlam	Chief Estimator
Signature	**Date (mm/dd/yyyy)**
	January 13, 2021

Previous edition is obsolete **form HUD 50071** (01/14)

ref. Handbooks 7417.1, 7475.13, 7485.1, & 7485.3

STATEMENT OF WORK FORCE NEEDS

(See following for instructions)

☒ Preliminary (Anticipated)

☐ Final (Completion)

PROJECT: North Dinuba Infrastructure Improvements Project Contract No. _____

CDBG No. 20-CDBG-12005 & 20-CDBG-12006

Part I: Employment and Training

	NEW HIRES FOR THIS PROJECT			AGGREGATE WORK FORCE	
A. Job Category	B. Total Number of New Hires	C. No. of Lower Income New Hires	D. % of Total Staff Hours of New Hires that are Lower Income	E. % of Total Staff Hours for Lower Income Employees & Trainees	F. Number of Lower Income Trainees
Professionals					
Technicians					
Office/Clerical					
Construction by Trade (List) Trade					
Trade LABORER	2	1	5%	3%	1
Trade OPERATORS	1	1	3%	1.5%	1
Trade					
Trade					
Trade					
Other (List)					
Total					

BIDDER: Agee Construction Corporation

BY: _____, Alan D. Dirlam **DATE:** January 13, 2021

TITLE: Chief Estimator

Page _____ of _____

STATEMENT OF WORK FORCE NEEDS

(See following for instructions)

☒ Preliminary (Anticipated)

☐ Final (Completion)

PROJECT: North Dinuba Infrastructure Improvements Project Contract No. _____

CDBG No. 20-CDBG-12005 & 20-CDBG-12006

Part II: Contracts Awarded

1. Construction Contracts

A. Total dollar amount of all contracts awarded on the project	$
B. Total dollar amount of contracts awarded to Section 3 businesses	$
C. Percentage of total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving contracts	

2. Non-Construction Contracts

A. Total dollar amount of non-construction contracts awarded on the project	$
B. Total dollar amount of non-construction contacts awarded to Section 3 businesses	$
C. Percentage of total dollar amount that was awarded to Section 3 businesses	0 %
D. Total number of Section 3 businesses receiving non-construction contracts	

Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by this project, to the greatest extent feasible, toward low and very-low income persons, particularly those who are recipients of government assistance for housing. (Check all that apply)

✓ Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contracts with the community organizations and public or private agencies operating within the County, or similar methods.

____ Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.

____ Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.

____ Coordinated with Youthbuild Programs administered in the metropolitan area in which the project is located.

____ Other; desribe below.

BIDDER: Agee Construction Corporation

BY: _____, Alan D. Dirlam **DATE:** January 13, 2021

TITLE: Chief Estimator Page _____ of _____

INSTRUCTIONS FOR STATEMENT OF WORK FORCE NEEDS

This form must be completed and submitted by the Bidder prior to award of the Contract. Award may be expedited if the form is submitted with the Bid. Failure to submit the form prior to award will result in rejection of the bid.

The form will also be submitted by the Prime Contractor upon completion of the project.

When submitting with bid or prior to award, enter anticipated work force needs. When submitting at project completion, enter actual work force used.

Contractors on this project are subject to Section 3 requirements and must maintain appropriate documentation to establish that HUD financial assistance for the project was directed toward low- and very-low income persons.*

Part I: Employment and Training

A. Job Category	For construction positions, list each trade and provide data in Columns B-F for each trade where persons were employed.
B. Number of New Hires	Enter the number of new hires for each category of workers identified in Column A. New hire refers to a person who is not on the contractor's payroll for employment at the time of Selection for the Section 3 covered award.
C. Number of Lower Income New Hires	Enter the number of lower income new hires for each category of workers identified in Column A.
D. Percentage of Lower Income New Hire Staff Hours	Enter the percentage of all the staff hours of new hires worked by lower income new hires. Include staff hours for part-time and full-time positions.
E. Percentage of Total Staff Hours for Lower Income Employees & Trainees	Enter the percentage of the total staff hours worked by lower income employees and trainees. Include staff hours for part-time and full-time positions.
F. Number of Lower Income Trainees	Enter the number of lower income persons that were trained in connection with this project.

Part II: Construction Contracts

Where referenced, Section 3 businesses are defined in HUD's regulations at 24 CFR 135 as businesses which meet at least one of the criteria listed below:

1. A business that is at least 51 percent owned by Section 3 residents.
2. A business whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents.
3. A business that provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in criteria 1 or 2.

Part III: Summary of Efforts - Self-explanatory

* For purposes of this Section 3 covered project, "lower income residents" means any individual who resides within the area of a Section 3 covered project, and whose family income does not exceed that shown in the table below.

PROJECT AREA FRESNO COUNTY	NUMBER OF PERSONS IN FAMILY							
	1	2	3	4	5	6	7	8
80% of Median Income=	32,450	37,050	41,700	46,300	50,050	53,750	57,450	61,150

eff 12/1/2011

STATE OF CALIFORNIA
Department of Housing and Community Development
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) Program

BIDDER'S PROPOSED SECTION 3 CONTRACTS/SUBCONTRACTS

Type of Contract (Business or Profession)	Total No.	Total Approximate Dollar Amount	Estimated No. of Contracts to Section 3 Businesses	Estimated Dollar Amount to Section 3 Businesses
MINOR CONCRETE	1	$150,000-	1	$ 150,000
LANDSCAPING	1	$ 80,000-	1	$ 80,000-
FENCE	1	$ 40,000-	1	$ 40,000 -

Section 3 Business Concern:
1. A business that is 51% or more owned by Section residents, or
2. A business whose permanent full time work force at least 30% are Section 3 residents or,
3. A business which contracts a dollar amount of all subcontracts with businesses as defined in numbers 1 and 2 above.

Agee Construction Corporation
Company
North Dinuba Infrastructure Improvements Project
Project Name
20-CDBG-12005 & 20-CDBG-12006
Project Number
, Alan D. Dirlam
Person Completing Form
January 13, 2021
Date

STATE OF CALIFORNIA
Department of Housing and Community Development
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) Program

BIDDER'S SECTION 3 PROPOSED NEW HIRES

Job Category	Total Estimated Positions Needed for the Project	No. of Positions Occupied by Permanent Employees	Number of Positions Not Occupied	No. of Positions to be filled with Section 3 Residents
Officer/Supervisors				
Professionals				
Technical				
Housing Sales/ Rental Management				
Office/Clerical				
Service Workers				
Others				
TRADE: LABORERS	2	10	3	1
Journeymen				
Apprentices				
Trainees				
Others				
TRADE: OPERATORS	1	5	1	1
Journeymen				
Apprentices				
Trainees				
Others				

Section 3 Resident:
Individual residing in a public housing project or within the non-metropolitan county in which the project is located and whose income does not exceed 80% of the higher of the median income, adjusted for family size, for the county of residence or the non-metropolitan area of the state.

Agee Construction Corporation
Company
North Dinuba Infrastructure Improvements Project
Project Name
20-CDBG-12005 & 20-CDBG-12006
Project Number
, Alan D. Dirlam
Person Completing Form
January 13, 2021
Date

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ____, has not _X_ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation? Yes ____ No _X_

If the answer is yes, explain the circumstances in the following space.

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29 DEBARMENT AND SUSPENSION CERTIFICATION

The bidder X, proposed subcontractor __, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past 3 years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space:

(X) No Exceptions

_____

_____

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action:

_____

Note: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing the Proposal on the signature portion thereof shall also constitute signature of this Certification.

By my signature on this proposal, I certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Title 23 United States Code, Section 112 Non-Collusion Affidavit and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Bidder/Subcontractor: Agee Construction Corporation
By: _____, Alan D. Dirlam
Date: January 13, 2021
Title: Chief Estimator

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(l) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly.

INSTRUCTIONS FOR COMPLETION OF SF-LLL,
DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
    (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:
☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:
☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:
☐ a. initial
b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____ , if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)
$ _____ ☐ actual ☐ planned

12. Form of Payment (check all that apply):
☐ a. cash
☐ b. in-kind; specify: nature _____
value _____

13. Type of Payment (check all that apply)
☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e deferred
☐ f. other, specify _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: **Yes** ☐ **No** ☐

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

N/A

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL

CONTRACT

THIS CONTRACT, is made by and between _____, hereinafter called the Contractor, and the City of Dinuba, hereinafter called the Owner.

W I T N E S S E T H:

The Contractor and the Owner, for the consideration hereinafter stated, agree as follows:

1. SCOPE OF WORK.

The Contractor agrees to furnish all labor and materials, including tools, implements, and appliances required, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims of mechanics, teamsters, draymen and laborers required for the

NORTH DINUBA INFRASTRUCTURE IMPROVEMENTS PROJECT
CDBG PROJECT NO. 20-CDBG-12005 & 20-CDBG-12006

as shown on the plans prepared by Yamabe & Horn Engineering, Inc., in strict compliance with the Plans, Drawings and Specifications therefore prepared by the Owner and other Contract Documents relating thereto.

2. CONTRACT DOCUMENTS.

The term Contract includes all "Contract Documents" which include the following:

A. Advertisement (Notice Inviting Bids)
B. Wage Scale (Prevailing Wages)
C. Standard Specifications
D. Special Provisions
E. Plans and Drawings
F. Addenda and Bulletins
G. Contractors Bid Proposal hereto attached
H. This Contract

In the event of a conflict between this Contract and any portion of the Standard Specifications or Special Provisions, to the extent of such conflict, this Contract shall control.

3. COMPENSATION.

The Owner agrees to pay the Contractor for the performance of the Contract the sum of

_____
_____ ($).

It is understood that said price is based upon the estimated quantities of materials to be used as set forth in the Proposal; and upon completion of the project, the final contract price shall be revised, if necessary, to reflect the true quantities used at the stated unit price thereof as contained in the Contractor's Proposal hereto attached.

4. SUSPENSION OF THE WORK.

A. General: The Work may be suspended in whole or in part when determined by the Engineer that the suspension is necessary in the interest of the Owner. The Contractor shall comply immediately with any written order of the Engineer. Such suspension shall be without liability to the Contractor on the part of the Owner except as otherwise provided in subsection 7C.

B. Archaeological and Paleontological Discoveries: If discovery is made of items of archaeological or paleontological interest, the Contractor shall immediately cease excavation in the area of discovery and shall not continue until ordered by the Engineer.

Discoveries which may be encountered may include, but not be limited to, dwelling sites, stone implements or other artifacts, animal bones, human bones, and fossils. The Contractor shall be entitled to an extension of time and compensation in accordance with Section 7.

5. TERMINATION OF THE CONTRACT FOR DEFAULT.

A. General: If, prior to the acceptance of the Work, the Contractor:

(1) Becomes insolvent, assigns its assets for the benefit of its creditors, is unable become due, or is otherwise financially unable to complete the Work;

(2) Abandons the Work by failing to report to the Work site and diligently prosecute the Work to completion;

(3) Disregards written instructions from the Engineer or materially violates provisions of the Contract Documents;

(4) Fails to prosecute the Work according to the schedule approved by the Engineer;

(5) Disregards laws or regulations of any public body having jurisdiction; or

(6) Commits continuous or repeated violations of regulatory or statutory safety requirements, then the Owner will consider the Contractor in default of the Contract.

B. Notices: Notices and other written communications regarding default between the Contractor, the Owner, and the Surety shall be transmitted as follows:

(1) Personal delivery with proof of delivery which may be made by declaration under penalty of perjury by any person over the age of 18 years. The proof of delivery shall show that delivery was performed in accordance with these provisions. Service shall be effective on the date of delivery. Notices given to the Contractor by personal delivery may be made to the Contractor's authorized representative at the Work site; or

(2) Certified mail addressed to the mailing address of the recipient postage prepaid; return receipt requested. Service shall be effective on the date of the receipt of the mailing.

Simultaneously, the Owner may send the same notice by regular mail. If a notice that is sent by certified mail is returned unsigned, then delivery shall be effective pursuant to regular mail, provided that the notice that was sent by regular mail is not returned.

C. Notice to Cure: The Owner will issue a written notice to cure the default to the Contractor and its Surety. The Contractor shall commence satisfactory corrective actions within 5 Working Days after receipt.

D. Notice of Termination for Default: If the Contractor fails to commence satisfactory corrective action within 5 Working Days after receipt of the notice to cure, or to diligently continue satisfactory and timely correction of the default thereafter, then the Owner will recommend to the Board that the Contractor be found in default of the Contract and upon such finding by the Board:

(1) Will terminate the Contractor's right to perform under the Contract by issuing a written notice of termination for default to the Contractor and its Surety;

(2) May use any materials, equipment, tools, or other facilities furnished by the Contractor to secure and maintain the Work site; and

(3) May furnish labor, equipment, and materials the Owner deems necessary to secure and maintain the Work site.

The provisions of this subsection shall be in addition to all other legal rights and remedies available to the Owner.

E. Responsibilities of the Surety: Upon receipt of the written notice of termination for default, the Surety shall immediately assume all rights, obligations, and liabilities of the Contractor under the Contract. If the Surety fails to protect and maintain the Work site, the Owner may do so, and may recover all costs incurred. The Surety shall notify the Owner that it is assuming all rights, obligations, and liabilities of the Contractor under the Contract and all money that is due, or would become due, to the Contractor shall be payable to the Surety as the Work progresses, subject to the terms of the Contract.

Within 15 Working Days of receipt of the written notice of termination for default, the Surety shall submit to the Owner a written plan detailing the course of action it intends to take to remedy the default. The Owner will review the plan detailing and notify the Surety if the plan is satisfactory. If the Surety fails to submit a satisfactory plan, or if the Surety fails to maintain progress according to the plan accepted by the Owner, the Owner may, upon 48 hours written notice, exclude the Surety from the premises, take possession of all material and equipment, and complete the Work in any way the Owner deems to be expedient. The cost of completing the Work by the Owner shall be charged against the Surety and may be deducted from any monies due, or which would become due, the Surety. If the amounts due under the Contract are insufficient for completion, the Surety shall pay the Owner, within 30 Days after the Owner submits an invoice, all costs in excess of the remaining Contract Price.

F. Payment: The Surety will be paid for completion of the Work in accordance less the value of damages caused to the Owner by the acts of the Contractor.

6. TERMINATION OF THE CONTRACT FOR CONVENIENCE.

The Owner may terminate the Contract if it becomes impossible or impracticable to proceed, or because of conditions or events beyond the control of the Owner.

A. Notice: The Owner will issue a written notice of termination for convenience as follows:

(1) Personal delivery, with proof of delivery which may be made by declaration under penalty of perjury by any person over the age of 18 years. The proof of delivery shall show that delivery was performed in accordance with these provisions. Service shall be effective on the date of delivery. Notices given to the Contractor by personal delivery may be made to the Contractor's authorized representative at the Work site; or

(2) Certified mail addressed to the mailing address of the recipient postage prepaid; return receipt requested. Service shall be effective on the date of the receipt of the mailing.

Simultaneously, the Owner may send the same notice by regular mail. If a notice that is sent by certified mail is returned unsigned, then delivery shall be effective pursuant to regular mail, provided that the notice that was sent by regular mail is not returned.

B. Cessation of Work: Upon receipt, the Contractor shall immediately cease work, except work the Contractor is directed to complete by the Engineer or required to complete for public safety and convenience. The Contractor shall immediately notify Subcontractors and suppliers to immediately cease their work.

C. Payment: The Contractor will be paid without duplication for:

(1) Work completed in accordance with Contract Documents prior to the effective date of termination for convenience;

(2) Reasonable costs incurred in settlement of terminated contracts with Subcontractors, suppliers, and others; and

(3) Reasonable expenses directly attributable to termination.

The Contractor shall submit a final termination settlement proposal to the Owner no later than 90 days from the effective date of termination, unless extended, in writing, by the Owner upon written request by the Contractor.

If the Contractor fails to submit a proposal, the Owner may determine the amount, if any, due the Contractor as a result of the termination. The Owner will pay the Contractor the amount it determines to be reasonable. If the Contractor disagrees with the amount determined by the Owner as being reasonable, the Contractor shall provide notice to the Owner within 30 Days of receipt of payment. Any amount due shall be as later determined by arbitration, if the Owner and the Contractor agree thereto, or as fixed in a court of law.

7. DELAYS AND EXTENSIONS OF TIME.

A. General: If delays are caused by unforeseen events beyond the control of the Contractor, such delays will entitle the Contractor to an extension of Contract time as provided herein, but the Contractor will not be entitled to damages or additional payment due to such delays, except as otherwise specified in Subsection 7C of this Contract. Such unforeseen events may include war, government regulations, labor disputes, strikes, fires, floods, adverse weather or elements necessitating cessation of work, inability to obtain materials, labor, or equipment, required Extra Work, or other specific events as may be further described in the Special Provisions.

No extension of time will be granted for a delay caused by the Contractor's inability to obtain materials unless the Contractor furnishes to the Engineer documentary proof. The proof must be provided in a timely manner in accordance with the sequence of the Contractor's operations and the approved construction schedule.

If delays beyond the Contractor's control are cause by events other than those mentioned above, the Engineer may deem an extension of time to be in the best interests of the Owner. The Contractor will not be entitled to damages or additional payment due to such delays, except as otherwise specified in Subsection 7C of this Contract.

If delays beyond the Contractor's control are caused solely by action or inaction of the Owner, such delays will entitle the Contractor to an extension of time per subsection B of this Contract.

B. Extensions of Time: Extensions of time, when granted, will be based upon the effect of delays to the Work. They will not be granted for non-controlling delays to minor portions of the Work unless it can be shown that such delays did or will delay the progress of the Work.

C. Payment for Delays: Pursuant to Public Contract Code Section 7102, the Contractor will be compensated for damages incurred due to delays for which the Owner is responsible. Such actual costs will be determined by the Engineer. The Owner will not be liable for damages which the Contractor could have avoided by any reasonable means, such as judicious handling of forces, equipment or plant. The determination of what damages the Contractor could have avoided will be made by the Engineer.

D. Written Notice and Report: If the Contractor desires payment for a delay as specified in subsection C above or an extension of time, it shall file with the Engineer a written request and report of cause within 30 Days after the beginning of the delay. The request for payment or extension must be made at least 15 days before the specified completion date. Failure by the Contractor to file these items within the times specified will be considered grounds for refusal by the Owner to consider such a request.

E. Time of Completion: The Contractor shall complete the Work in the time specified in the Contract or the Special Provisions. The Contractor shall complete each portion of the Work within the time specified as in the Contract or the Special Provisions for such portion. Unless otherwise specified in the Contract or the Special Provisions, the time of completion of the Contract shall be expressed in Working Days.

F. Contract Time Accounting: The Engineer will make a daily determination of each Working Day to be charged against Contract time. These determinations will be discussed, and the Contractor will be furnished a periodic statement showing the allowable number of Working Days of Contract time, as adjusted at the beginning of the reporting period. The statement will also indicate the number of Working Days charged during the reporting period and the number of Working Days of Contract time remaining. If the Contractor does not agree with the statement, it shall file a written protest within 15 Days after receipt, setting forth the facts of the protest. Otherwise, the statement will be deemed to have been accepted.

8. COMPLETION, ACCEPTANCE, AND WARRANTY.

A. Completion: The Contractor shall submit a written assertion that the Work has been completed. If, in the Engineer's judgment, the Work has been completed in accordance with the Contract Documents, the Engineer will set forth in writing the date the Work was completed. This will be the date when the Contractor is relieved from responsibility to protect and maintain the Work, and to which liquidated damages will be computed.

B. Acceptance: Acceptance will occur after all of the requirements contained in the Contract Documents have been fulfilled. If, in the Engineer's judgment, the Contractor has fully performed the Contract, the Engineer will recommend to the Board that the Contractor's performance of the Contract be accepted.

C. Warranty: The Work shall be warranted by the Contractor against defective materials and workmanship for a period of 1 year. The warranty period shall start on the date the Work was completed as determined by the Engineer.

The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are placed into service at the direction of or as approved by the Engineer in writing.

All warranties express or implied, from subcontractors, manufacturer, or suppliers, of any tier, for the materials furnished and work performed shall be assigned, in writing, to the Owner, and such warranties shall be delivered to the Engineer prior to acceptance of the Contractor's performance of the Contract.

The Contractor shall replace or repair defective materials and workmanship in a manner satisfactory to the Engineer, after notice to do so from the Engineer, and within the time specified in the notice. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the Owner may perform the replacement or repairs at the Contractor's expense. If the Contractor fails to reimburse the Owner for the actual costs, the Contractor's Surety shall be liable for the cost thereof.

9. LIQUIDATED DAMAGES.

Failure of the Contractor to complete the Work within the time allowed will result in damages being sustained by the Owner. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified for completion of the Work, as adjusted in accordance with Section 7 above, the Contractor shall pay

to the Owner, or have withheld from monies due it, the sum of $1,500.00, unless otherwise specified in the Special Provisions.

Execution of the Contract shall constitute agreement by the Owner and the Contractor that $500.00 per day is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the Work within the allotted time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due the Contractor if such delay occurs.

10. INDEMNIFICATION

To the maximum extent permitted by Civil Code Section 2782 *et seq.*, Owner shall not be liable for, and Contractor shall defend, indemnify, and hold harmless Owner and its officers, agents, engineers, architects, consultants, employees and volunteers (collectively "Owner Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Contract arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, sub-contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, of Owner Parties. However, Contractor shall have no obligation to defend or indemnify Owner Parties against Claims caused by the active negligence, sole negligence, or willful misconduct of Owner Parties. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Contractor.

11. INSURANCE.

Contractor, at its sole cost and expense, shall obtain and maintain in full force and effect throughout the entire term of this Contract, the following-described insurance coverage, insuring not only Contractor and its subcontractors, if any, but also, with the exception of workers' compensation and employer's liability insurance, the Owner, its officers, agents, and employees of each of them:

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence form CG 0001).

(2) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

(3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

(1) General Liability: $1,000,000 per occurrence for bodily injury, personal injury, and property damage. If commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this product / location or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

(3) Employer's Liability: $1,000,000 per accident for bodily injury or disease.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions must be declared to and approved by the Owner. At the option of the Owner, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. OTHER INSURANCE PROVISIONS

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(1) The Owner, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, officials, employees, agents or volunteers.

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

(3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Owner, its officials, employees, agents or volunteers.

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

(5) Each insurance policy required by this clause shall be endorsed to state the coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in

limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Owner.

E. ACCEPTABILITY OF INSURERS
Insurance is to be placed with insurers with a current A.M. Best's rating of no less the A:VII.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the Owner with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the Owner. All endorsements are to be received and approved by the Owner before work commences. As an alternative to the Owner's forms, the Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

G. SUBCONTRACTOR

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.

Contractors Property Damage Liability insurance shall include coverage for property damage caused by blasting, collapse, structural injuries or damage to underground utilities. The policy shall not contain "x", "c" or "u" exclusions.

Certificates of such insurance shall be filed with the Owner concurrently with the execution of this Contract or, with Owner's approval, within ten (10) days thereafter. Said certificates shall be subject to the approval of the Owner.

12. WORKERS COMPENSATION.

Contractor represents that he or she has secured the payment of Worker's Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. Contractor shall supply the Owner with certificates of insurance, in triplicate, evidencing that Worker's Compensation Insurance is in effect and providing that the Owner will receive ten (10) days written notice of cancellation. If the Contractor self-insures Worker's Compensation, Certificate of Consent of self-insured shall be provided the Owner.

13. BONDS.

The Contractor shall forthwith furnish in triplicate two bonds, each in the amount of 100 percent of the Contract price. One shall serve as security for the faithful performance of the work (hereafter "Performance Bond"). The second bond shall serve as security for the faithful performance and satisfaction of the persons furnishing materials and performing labor on the work (hereafter "Payment Bond"). Both bonds shall be written by a surety company licensed to transact surety business in the State of California and in the form prescribed by law.

The Performance Bond shall remain in force throughout the period required to complete the work and thereafter for a period of 365 calendar days after final acceptance of the work. The Payment Bond will be released 35 days after the recording date of the Notice of Completion, provided no liens are filed with the Owner. The Payment Bond shall contain provisions such that if the Contractor or its subcontractor shall fail to pay (a) amounts due under the Unemployment Insurance Code with respect to work performed under the contract, or (b) any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of the employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the surety will pay these amounts. In case suit is brought upon the payment bond, the surety will pay reasonable attorneys' fees to be fixed by the court.

14. DEFECTIVE MATERIALS; DEFECTIVE WORK.

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes, all within twelve (12) months after date on which the completed project is accepted by the Owner, the undersigned agrees to reimburse the Owner, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the Owner, to replace any such materials and to repair said work completely without cost to the Owner so that said work will function successfully as originally contemplated.

The Owner shall have the unqualified right to make any needed replacement or repairs after a written notice to cure has been served upon the Contractor and a reasonable time to cure has expired. In the event the Owner elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made within a reasonable time after the receipt of demand from the Owner. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the Owner shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of the said failure or refusal.

15. LABOR STANDARDS.

A. General: Contractor agrees that construction work shall be subject to the provisions of Federal, State and local regulations. In particular, Contractor agrees to comply with all applicable Labor Code requirements whether or not expressly stated herein.

B. Wages:

(1) General: The Contractor and each subcontractor engaged in the work shall pay each employee an amount not less than the rate established for each trade or occupation listed by the Director of the Department of Industrial Relations, State of California and Department of Labor. An employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed.

(2) State: The Owner has obtained from the Department of Industrial Relations the general prevailing rate of wages in the vicinity of the work to be performed under this Contract. These wage rates are maintained on file by Owner at its principle office and will be made available to any interested party upon request.

(3) Enforcement: These wage rates shall be enforced under Sections 1770 through 1780 of the California Labor Code. The Contractor shall be liable for forfeitures or penalties incurred from noncompliance with Labor Code provisions.

(4) Payroll Records: Each Contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the work on the Project. Such records shall be certified and available for inspection at all reasonable hours at the principal place of the Contractor as required by Labor Code Section 1776. Certified payrolls shall be submitted weekly to Owner c/o Yamabe & Horn Engineering Inc. Electronic certified payrolls shall also be submitted weekly directly to the Labor Commissioner, Division of Labor Standards Enforcement.

C. Preference for Resident Labor: Whenever possible in the employment of labor for performance of the work, the Contractor shall give preference to qualified persons residing within the general area of the work.

D. Hours of Labor: Pursuant to the Labor Code, eight hours of labor shall constitute a legal day's work. The Contractor or any subcontractor shall not require any more than eight hours of labor in a day from any person employed in the performance of the work under this Contract except for authorized work as provided under paragraph Subsection E below. Failure of the Contractor to perform the work in accordance with this policy of the State of California shall be deemed a failure to comply with the provisions of this Contract.

E. Overtime Work: In accordance with Labor Code Section 1813, the Contractor shall as a penalty to the State or political subdivision on whose behalf the Contract is made or awarded, forfeit twenty-five ($25.00) for each worker employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which said worker is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of Labor Code Sections 1810-1815.

Overtime and shift work may be established as a regular procedure by the Contractor with reasonable notice and written permission of the Owner. No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 p.m. and 7:00 a.m. nor on Saturdays, Sundays or holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

Contractor agrees to pay the costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays, and weekdays between the hours of 6:00 p.m. and 7:00 a.m. Costs of overtime inspection will cover engineering, inspection, general supervision, and overhead expenses which are directly

chargeable to the overtime work. Contractor agrees that Owner shall deduct such charges from payments due the Contractor.

F. Apprentices: The Contractor and subcontractors shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship Standards and its branch offices.

G. Compliance with SB 854: California Labor Code: Contractor represents that it has complied and will continue to comply with all applicable registration and disclosure requirements of SB 854 and acknowledges the following:

(1) No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]

(2) No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

(3) This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(4) No bid proposals will be accepted, nor any contract entered into with a contractor without proof of registration described above.

(5) Contractor must post any job site notices required by regulation. It is the Contractor's responsibility to know the current regulations.

(6) Contractor must furnish electronic certified payroll records to the Division of Labor Standards Enforcement ("Labor Commissioner") as required. The Contractor is responsible for checking with the Department of Industrial Relations for any notices regarding this requirement.

16. LAWS, REGULATIONS AND PERMITS.

A. General: The Contractor shall give the notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the work. The Contractor shall be liable for violations of the law in connection with work provided by the Contractor. If the Contractor observes that the drawings, specifications are at variance with any laws, ordinances, rules or regulations, the Contractor shall promptly notify the Engineer in writing of such variance. The Owner shall promptly review the matter and, if necessary, shall issue a change order or take any other action necessary to bring about compliance with the law, ordinance, rule or regulation in question. Contractor agrees not to perform work known to be contrary to any laws, ordinances, rules, or regulations.

B. Permits and Licenses: Unless otherwise specified herein, permits and licenses from governmental agencies which are necessary only for and during the prosecution of the work and the subsequent guarantee period shall be secured and paid for by the Contractor. Permits and licenses of regulatory agencies which are necessary to be maintained after completion of the guarantee period shall be secured and paid for by the Owner.

C. Patents and Royalties: The costs involved in fees, royalties or claims for any patented invention, article, process or method that may be used upon or in a manner connected with the work under this Contract or with the use of completed work by the Owner, shall be paid by the Contractor. The Contractor and Contractor's sureties shall protect, defend, and hold Owner together with Owner's officers, agents and employees, harmless against any and all demands made for such fees or claims brought or made by the holder of any invention or patent. Before final payment is made on the account of this Contract, the Contractor shall, if requested by the Owner, furnish acceptable proof of a proper release from all such fees or claims.

Should the Contractor, agent, employee or any of them be enjoined from furnishing or using any invention, article, material or plans supplied or required to be supplied or used under this contract, the Contractor shall promptly pay such royalties and secure the requisite licenses; or, subject to acceptance by the Owner, substitute other articles, materials or appliances in lieu thereof which are of equal efficiency, quality, finish, suitability and market value to those planned or required under the Contract. Descriptive information of these substitutions shall be submitted to the Engineer for determination of general conformance to the design concept and the construction Contract. Should the Owner elect to refuse the substitution, the Contractor agrees to pay such royalties and secure such valid licenses as may be requisite for the Owner, Owner's officers, agents and employees or any of them, to use such invention, article, material or appliance without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof.

17. CALIFORNIA LAW AND VENUE.

The terms of this Contract shall be governed by and construed in accordance with the laws of the State of California applicable to contracts entered into and to be performed in California. In the event any part of this Contract shall be held to be invalid, void, or otherwise unenforceable for any reason, the Contract shall be modified rather that voided, if possible, in order to achieve the intent of the parties to the extent possible and in any event, all other provisions of this Contract shall remain valid and enforceable.

18. MUTUAL NEGOTIATION.

Contractor acknowledges that the provisions herein have been mutually negotiated and neither party shall be construed to be the drafter of this Contract.

19. ATTORNEY'S FEES.

In the event of litigation concerning this Contract the prevailing party shall be awarded reasonable attorney fees and costs of suit, in addition to appropriate compensatory damages or other relief ordered for the benefit of the prevailing party.

IN WITNESS WHEREOF, the parties have executed this Contract this _____ day of _____, 2020.

CITY OF DINUBA
(OWNER)

By:_____
City Manager

_____
(CONTRACTOR)

By:_____

Title:_____

Approved as to Form:

_____
Federal Taxpayer I.D. No.

_____
City Attorney

Liberty Mutual. SURETY

2200 Renaissance Blvd. Ste. 400
King of Prussia, PA 19406-2755
Ph. (610) 832-8240

BID BOND

Bond Number: Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Agee Construction Corporation, as principal (the "Principal"), and Liberty Mutual Insurance Company, as surety (the "Surety"), are held and firmly bound unto City of Dinuba, as obligee (the "Obligee"), in the penal sum of Ten Percent of Amount Bid Dollars ($ 10%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for: NORTH DINUBA INFRASTRUCTURE IMPROVEMENTS PROJECT CDBG PROJECT NO. 20-CDBG-12005 & 20-CDBG-12006 IN THE CITY OF DINUBA, CALIFORNIA

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein, or, if no period be specified, within sixty (60) days after opening, and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference in money not to exceed the penal sum hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void; otherwise to remain in full force and effect. In no event shall the liability hereunder exceed the penal sum thereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any claim by Obligee under this bond must be submitted in writing by registered mail, to the attention of the Surety Law Department at the address above, within 120 days of the date of this bond. Any suit under this bond must be instituted before the expiration of one (1) year from the date of this bond. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall apply.

DATED as of this 5th day of January, 2021.

WITNESS / ATTEST

Agee Construction Corporation
(Principal)

By: _____ (Seal)
Name: Alan D. Dirlam
Title: Chief Estimator

Liberty Mutual Insurance Company
(Surety)

By: _____ (Seal)
Bonnie Gonzalez Attorney-in-Fact

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

ACKNOWLEDGMENT

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

State of California
County of Fresno)

On January 13, 2021 before me, Marcie Daves, Notary Public
(insert name and title of the officer)

personally appeared Alan D. Dirlam,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MARCIE DAVES
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2281504
FRESNO COUNTY
My Comm. Exp. April 14, 2023

Signature _____ **(Seal)**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT — Civil Code § 1189

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

State of California)
) ss
County of Fresno)

On January 5, 2021, before me, L. Genito, Notary Public, personally appeared Bonnie Gonzalez, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal) L. GENITO
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2272000
FRESNO COUNTY
My Comm. Exp. January 16, 2023

Signature: _____
L. Genito, Notary Public

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Liberty Mutual. SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, **Bonnie Gonzalez** of the city of Fresno, state of CA its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Agee Construction Corporation

Obligee Name: City of Dinuba

Surety Bond Number: Bid Bond **Bond Amount:** See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of December, 2018.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 12th day of December, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of January, 2021.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

By: _____
Renee C. Llewellyn, Assistant Secretary

JANUARY 07, 2021

ADDENDUM NO. 1
CITY OF DINUBA

NORTH DINUBA INFRASTRUCTURE IMPROVEMENTS PROJECT

CDBG PROJECT NO. 20-CDBG-12005 & 20-CDBG-12006

NOTICE

Notice is hereby given that the plans and specifications for this project have been revised as prescribed by this Addendum. It is mandatory that all bidders comply with the changes detailed herein. This Addendum shall be signed by the Bidder and attached to the inside of the Contract Documents. All changes, omissions, additions and alterations in, on and to the Contract Documents and Specification will apply to proposals made for the execution of the various parts of the work affected thereby. Careful note of this Addendum shall be taken by all parties of interest so that the proper allowance may be made in all computations, estimates and contracts, and all trades affected shall be fully advised in the performance of the work which will be required by them. In cases of conflict between the Plans, Specifications and this Addendum, this Addendum shall govern.

1. **RESPONSE TO BIDDER INQUIRES**

Question #1:
Is there a DBE goal for the North Dinuba Infrastructure Project?

Answer #1:
This project does not have a Disadvantage Business Enterprise (DBE) percentage requirement, but Contractors are required to seek out and consider DBE businesses when submitting their bid proposal.

Question #2:
Are bidders required to submit the EEO Clause Certification on behalf of their subcontractors (as applicable) at time of bid or can this be submitted posted bid by the apparent low bidder?

Answer #2:
All bidders will be required to submit the EEO clause certification, as the Prime Contractor and not on behalf of the Subcontractors, at the time of bid.

Question #3:
General Note 17 on sheet 1 states to place 4" cold mix but Detail 'M12' on sheet 25 states to remove 1-1/2" cold mix. What is the required thickness for cold mix temporary pavement?

Answer #3:
The 1-1/2" referred to on Detail 'M12' refers to the cut back and not the temporary cold mix. Prior to final paving, contractor shall remove all temporary cold mix asphalt used for Detail 'M11' and 'M12'.

Removal of temporary cold mix shall be included in Bid Item No. 3 – "Clearing and Grubbing," and not additional payment will be made, therefor.

Question #4:

Looking at the stormwater chamber details on sheets 14 and 15, what is the thickness of stone below and above the chambers? There seems to be discrepancies in values between the cross-section detail (sheet 14), the "MC-4500 Technical Specification" (sheet 15), the "Proposed Elevation" table (sheet 14), and the "Proposed Layout" table (sheet 14).

Answer #4:

The minimums and maximums shown on the Plans were provided by the manufacturer for the Stormtech MC-4500 Chamber System. The values provided in the "Proposed Layout" and "Proposed Elevations" tables are the project specific values and are to be used for determining the thickness of stone below and above the stormwater chambers.

Question #5:

In Bid Item No. 33 – "Construct Water Crossing", the contractor is required to remove and dispose of an existing 12" water main, as shown on sheet 11. What type of material is the existing 12" water main?

Answer #5:

The existing 12" water main pipe material is assumed to be PVC. It shall be the contractor's responsibility to confirm and inform the City if the pipe material differs from what is assumed.

In the event that the pipe material is not PVC and requires hazardous waste removal, an allowance bid item has been added to the Bid Proposal, and the cost for removal of the hazardous waste shall be included in the allowance bid item, and no additional payment will be made therefor.

Question #6:

For Bid Item No. 32:

1. Since the new fire hydrant locations are close to the old location, how much of the old installation is to be removed and what form of abandonment is acceptable by the City?

2. For reusing the existing fire hydrant assemblies, what parts are to be reused and what parts are to be supplied new?

3. For the fire hydrant relocation near Sta.15+50, is the intent to shorten the existing fire hydrant run? If so, what new parts will the contractor supply?

Answer #6:

1. If the existing fire hydrant location interferes with the new fire hydrant location, the contractor shall remove the existing fire hydrant service up to the existing gate valve serving the existing fire hydrant. Contractor will be required to install a plug at the existing gate valve for proper abandonment. The removal, installation, and abandonment shall conform to the provisions of Section 21 of the Project Specifications.

2. It is intended for the Contractor to reuse the existing barrel. In addition, the Contractor shall protect and reuse all piping if the piping is within the same linear alignment of the relocation.

3. The existing fire hydrant location is approximate, and as such, the contractor shall be responsible for confirming that the existing location is in the same linear alignment as the proposed fire hydrant. If the new location is in the same linear alignment as the existing fire hydrant, the contractor shall shorten the existing fire hydrant service and reuse all available parts in order to create a fully functioning fire hydrant system.

Question #7:
What is the depth of the hardpan for Detail 'C6' on sheet 28?

Answer #7:
The depth of the hardpan is unknown. All over-excavation and backfill of the existing storm drain basin shall be included in Bid Item No. 4 – "Grading and Earthwork," and no additional payment will be made, therefor.

Question #8:
Can native material be used as engineered fill for the Detail 'C6' (sheet 28) backfill?

Answer #8:
No. The backfill for this section must be engineered fill and shall be 90% min. rel. compaction placed at 6" max. lifts.

Question #9:
Regarding "Title 49, Code of Federal Regulations, Part 29 Debarment and Suspension Certification" form, are bidders required to submit on behalf of their subcontractor at time of bid as well? Can the apparent low bidder submit on behalf of the subcontractors post bid? Would failure to submit on behalf of their contractor at time for bid be grounds for rejection of bids?

Answer #9:
The Contractor shall submit as the prime bidder and **not** on behalf of their subcontractors.

Question #10:
Does the root barrier on sheets 16 thru 18 go around the whole concrete sidewalk and curb? Or just around the trees?

Answer #10:
The root barrier shall outline the landscape areas encompassed by the sidewalk, drive approach, mow strip, pavement, and back of curb.

Question #11:
There are two different details on plan sheet 22 detail L7 showing a dripline riser with a bubbler and detail L8 showing a drip ring around the tree. Are we to bid both the tree ring and dripline riser? If so, how many risers (bubblers) per tree?

Answer #11:
Detail 'L7' is only used to show the connection between the lateral line and the relevant driplines for either the shrubs or trees. Detail 'L8' shows the dripline for trees.

Question #12:
Irrigation Plan sheet 19 note 16 states, "thrust block shall be provided on all mainline piping". The irrigation does not show any mainline. Are thrust blocks on the lateral lines?

Answer #12:
The existing water main pipe is considered mainline piping. Thrust blocks are not required down stream of the master valve.

Question #13:
Regarding sheet 18, what type of boulders (rock) are we to bid?

Answer #13:
Contractor shall bid for a 2'-3' diameter Moss Rock.

Question #14:
Planting plan sheets 16 thru 18 don't give any soil amendment applications?

Answer #14:
As shown in Planting Note 11, "A soils report is required at the beginning of construction." As shown in Planting Note 13, "Soil amendment shall be incorporated according to the recommendations of the soils report and what is appropriate for the plants selected."

The Contractor shall be responsible for the soils report.

Question #15:
Are there any fees or charges to have the City install the water meters?

Answer #15:
All fees regarding water meter installation will be paid for while acquiring the City of Dinuba Encroachment Permit.

Question #16:
Irrigation plans do not show any air relief valves, flush valves, nor indicators for the drip system?

Answer #16:
See plan sheet 22, install all valves per the details provided.

Question #17:
The Specifications refer to Lime Treatment on pages 12-4 and 12-5. However, the plans do not indicate lime treatment. Please clarify.

Answer #17:
Additional bid items for Lime Treatment will not be added to the bid proposal. Lime Treatment is an option for material stabilization where poor quality soils are encountered. Poor soil quality is not anticipated with this project.

Question #18:
Specification section 14.06 Seal Coat calls for a fog seal coat to be applied to all newly paved street surfaces. Section 14.07 states this fog seal will be measured and paid for by the square yard. However, there is no bid item for fog seal. Is a fog seal required and if so how will it be paid for?

Answer #18:
Additional bid items for Fog Seal will not be added to the bid proposal. Fog Seal is not required for this project.

Question #19:
Specification section 16.03 Survey Monuments. No survey monuments are shown on the plans. Please clarify.

Answer #19:
No new survey monuments are to be installed during this project. There is an existing survey monument at the intersection of the railroad and Alta Avenue (Road 80) section lines. The existing survey monument shall remain and be protected.

If the existing survey monument is damaged or destroyed during construction, the Contractor shall be responsible for replacing the survey monument per the Project Specifications.

Question #20:
Specification section SP1.36 General Chip and Slurry Seal Operations calls for a systemic weed-killer and pre-emergent to be applied to all areas to receive chip seal/slurry seal. Does this apply to the cape seal?

Answer #20:
Yes, a chip seal and a slurry seal combine to make a cape seal, therefore, a systemic weed-killer and pre-emergent shall be applied to all areas receiving the Cape Seal.

Question #21:
Is K-railing going to be required for underground work on Alta Avenue (Road 80)?

Answer #21:
For this project, the City will not be dictating how the Contractor protects the job site. The Contractor shall be responsible for determining, implementing, and maintaining adequate protection throughout the project duration.

Questions #22:
Would the City consider detouring cars away from the Work Zone on Alta Avenue (Road 80) while the underground and paving operations are taking place?

Answer #22:
The City will not allow Alta Avenue to be completely closed; Contractor shall bid accordingly. Alta Avenue (Road 80) shall remain open throughout the project duration and no additional payment will be made therefor.

The City would prefer one (1) lane, flagged, traffic control. The Contractor shall be responsible for following the Project Plans and Specifications for one (1) lane, flagged, traffic control.

The Contractor is required to open Alta Avenue (Road 80) to full capacity at the end of each working day.

Question #23:
Will the traffic be allowed to drive on dirt on Alta Avenue (Road 80)?

Answer #23:
The City will not allow traffic on the dirt.

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2. SPECIFICATIONS – NOTICE INVITING BIDS

Due to precautions related to COVID-19, sealed proposals **will not** be delivered to the office of the City Clerk. Sealed proposals **shall be** delivered to the office of the City Engineer at Yamabe & Horn Engineering Inc., 2985 N. Burl Avenue, Suite 101, Fresno, CA 93727.

The first paragraph on the Notice Inviting Bids, see page NIB-1 of the project specifications, shall be revised as shown below:

> "Sealed proposals will be received at the office of the City Engineer, 2985 N. Burl Avenue, Suite 101, Fresno, CA, 93727, until **Wednesday, January 13, 2021 at 2:00 p.m.,** at which time they will be publicly opened and read out load in accordance with the specifications therefore, to which special reference is made as follows:"

3. SPECIFICATIONS – BID PROPOSAL

The Bid Proposal form has been revised as follows:

a. Bid Item No. 6 – "Roadway Excavation" estimated quantity changed to 2,057
b. Bid Item No. 7 – "Hot Mix Asphalt" estimated quantity changed to 2,430
c. Bid Item No. – 8 "Aggregate Base, CL II" estimated quantity changed to 2,155
d. Bid Item No. – 9 "Aggregate Subbase" estimated quantity changed to 702
e. Bid Item No. – 10 " Apply Cape Seal" estimated quantity changed to 11,441
f. Bid Item No. – 11 "Construct 6" Wide Concrete Curb" estimated quantity changed to 48
g. Bid Item No. – 13 "Construct 6" Wide Concrete Mow Strip" estimated quantity changed to 354
h. Bid Item No. – 15 "Construct Concrete Sidewalk" estimated quantity changed to 10,227
i. Bid Item No. – 17 "Construct Concrete Commercial Drive Approach" estimated quantity changed to 1,797
j. Bid Item No. – 43 "Install 24" Storm Drain Pipe" estimated quantity changed to 323
k. Addition of Bid Item No. 57 – "Allowances"
l. Addition of Bid Item No. 58 – "Crack Filling"

m. Addition of Bid Item No. 59 – "Temporary Bypass Pumping"

Contractor shall replace all bid proposal pages (BP pages) with the bid proposal pages attached.

4. SPECIFICATIONS – CONTRACT – LQUIDATED DAMAGES

The second paragraph of Section 9 of the Contract (page CC-6) shall be replaced with the following:

> "Execution of the Contract shall constitute agreement by the Owner and the Contractor that $1,500.00 per day is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the Work within the allotted time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due the Contractor if such delay occurs."

5. SPECIFICATIONS – SECTION 27 – "LANDSCAPE PLANTING"

Subsection 27.02(c) – "Mulch", Note 1, shall be replaced with the following:

1. Shredded Redwood Bark.

6. SPECIFICATIONS – SPECIAL PROVISIONS – SP1.37 – RUBBERIZED ASPHALT CHIP SEAL

Subsection SP1.37(A) – "Asphalt Binder", Note 1 "Paving Asphalt", shall be replaced with the following:

1. Paving asphalt shall be steam refined paving asphalt performance grade **PG64-16** in conformance with Section 92, "Asphalt Binders," of the State Standard Specifications. The temperature of the paving asphalt shall be between *375°F and 440°F* at the time the rubber is added and reacted for a minimum of 45 minutes at this temperature range

Subsection SP1.37(C) – "Equipment", Note 2, shall be replaced with the following:

2. Pneumatic tired rollers conforming to the provisions in Section 39-2.01C(2) "Spreading and Compacting Equipment" of the State Standard Specifications, except that the roller shall have an air pressure of 100 pounds per square inch (psi) and maintained so that the air pressure will not vary more than +/- 5 psi in each tire. A sufficient number of rollers shall be used so that one complete coverage will be provided in one pass.

Subsection SP1.37(C) – "Equipment", Note 5, shall be replaced with the following:

5. A mechanical mixer for the complete, homogenous blending of paving asphalt, asphalt modifier, and CRM. Paving asphalt and asphalt modifier shall be introduced into the mixer through meters conforming to the provisions in Section 9-1.02, "Measurement" of the Standard Specifications. The blending system shall vary the rate of delivery of paving asphalt and asphalt modifier proportionate with the delivery of CRM. During

the proportioning and blending of the liquid ingredients, the temperature of paving asphalt and the asphalt modifier shall not vary more than +/- 25 ° F. The paving asphalt feed, the asphalt modifier feed, and CRM feed shall be equipped with devices by which the rate of feed can be determined through the proportioning operation. Meters used for proportioning individual ingredients shall be equipped with rate-of-flow indicators to show the rates of delivery and resettable totalizers so that the total amounts of liquid ingredients introduced into the mixture can be determined. The liquid and dry ingredients shall be fed directly into the mixer at a uniform and controlled rate. The rate of feed to the mixer shall not exceed that which will permit complete mixing of the materials. Dead areas in the mixer, in which the material does not move or is not sufficiently agitated, shall be corrected by a reduction in the volume or by other adjustments. Mixing shall continue until a homogenous mixture of uniformly distributed and properly blended asphalt-rubber binder of unchanging appearance and consistency is produced. The Contractor shall provide a safe sampling device that delivers a representative sample of the completed asphalt-rubber binder of sufficient size to permit the required tests."

Subsection SP1.37(D) – "Application", Note 1 – "Surface Preparation", paragraph one, shall be replaced with the following:

"Surfaces to receive hot applied asphalt binder shall be prepared in conformance with these provisions and as specified in Section 37- 2.01C(3), "*Surface Preparation*" of the Caltrans Standard Specifications and of these Special Provisions."

Subsection SP1.37(D) – "Application", Note 1 – "Surface Preparation", paragraph two, shall be removed from the Project Specifications.

Subsection SP1.37(D) – "Application", Note 2 – "Application of Asphalt Binder", paragraph one, shall be replaced with the following:

"Asphalt binder shall be applied in conformance with the provisions specified for applying asphaltic emulsion in Section 37-2.01C(4)(b), "*Applying Asphaltic Emulsion or Asphalt Binders*," of the State Standard Specifications."

Subsection SP1.37(D) – "Application", Note 3 – "Spreading Screenings", paragraph one, shall be replaced with the following:

"The spread rate of screenings shall be in conformance with the provisions specified for spreading aggregate on asphaltic emulsion in the State Standard Specifications. Screenings for chip seals shall be spread immediately following the application of the asphaltic emulsion at a distance of **100 feet maximum**. The spread rate of screenings for the chip seals shall be at a rate not to exceed 40-pounds per square yard unless approved by the Engineer. The Contractor shall determine the exact application rate of **27 to 40-pounds per square yard** with the approval from the Engineer. The Contractor shall provide verification of the exact spread rates within 10% of the approved spread rate per mile for each location. The completed surface shall be free of gaps, ridges, depressions or other irregularities caused by the application of the asphalt-rubber seal coat."

Subsection SP1.37(D) – "Application", Note 4 – "Finishing", paragraph one, shall be replaced with the following:

> "Rubberized asphalt chip seal shall be finished, and screenings compacted in accordance with the Caltrans Standard Specifications Subsection 37-2.01C(4)(d) – "*Finishing*"."

Subsection SP1.37(D) – "Application", Note 5 – "Compaction", paragraph one, shall be replaced with the following:

> "Screenings shall be compacted in accordance with the Caltrans Standard Specifications. A minimum of three (3) complete coverages shall be made on the chip seal after the initial rolling"

7. SPECIFICATIONS – SPECIAL PROVISIONS – SP1.38 – SLURRY SEAL

Subsection SP1.38 – "Slurry Seal" shall be added to Section SP1 – "Special Provisions" within the project Specifications. Please see the attached pages SP1-27.

8. SPECIFICATIONS – EXPLANATION OF BID ITEM NO. 10

The Explanation of Bid Item No. 10 – Rubberized Asphalt Cape Seal", paragraph one shall be replaced with the following:

> "This bid item is bid per square yard, complete and in place, and shall be installed per the plans and in accordance with sections SP1.36, SP1.37, and SP1.38 of these Specifications."

9. SPECIFICATIONS – EXPLANATION OF BID ITEM NO. 16 AND NO. 17

The Explanation of Bid Item No. 16 – "Construct Concrete Residential Drive Approach" and No. 17 – "Construct Concrete Commercial Drive Approach" shall have the second paragraph replaced with the following:

> "This bid item shall include all concrete transitions located between the new concrete drive approach and the existing concrete drive approach, as shown on the plans. The Contractor shall work with the City Inspector to transition smoothly to the existing concrete drive approach grade."

10. SPECIFICATIONS – EXPLANATION OF BID ITEM NO. 24

The Explanation of Bid Item No. 24 – "Install Park Table" shall be replaced with the following:

> "This item is bid per each, complete and in place, and shall be installed per the plans and in accordance with the manufacturer's recommendations.
>
> The park bench shall be a Kings River Casting Expanded Metal Picnic Table – Model No. EMTP-6, or approved equal. The color shall be black.

This bid item shall include anchoring down the bench per manufacturer's recommendations."

11. SPECIFICATIONS – EXPLANATION OF BID ITEM NO. 29

The Explanation of Bid Item No. 29 – "Install Water Service" shall be replaced with the following:

"This bid item is bid per each, complete and in place, and shall be constructed per the plans and City Standard W-7 and W-8, and shall conform to the provisions of Section 21 of these Specifications.

This bid item includes all residential and irrigation water services as shown on sheets 9, 11, 13, 20, and 21 of the Construction Plans, and shall include all corporation stops, service pipes, fittings, and meter stops to make a fully functioning and operatable water service."

12. SPECIFICATIONS – EXPLANATION OF BID ITEM NO. 31

The Explanation of Bid Item No. 31 – "Adjust Existing Water Valve" shall be replaced with the following:

"This bid item is bid per each existing water valve adjusted to finish grade per the plans and in conformance with the provisions of Section 16 of these specifications."

13. SPECIFICATIONS – EXPLANATION OF BID ITEM NO. 52

The Explanation of Bid Item No. 52 – "Install Irrigation" shall include the following paragraph:

"Additionally, this bid item shall include the installation of the necessary items for a sprinkler system to provide adequate water coverage for the Bermuda Grass located at the pocket park. Contractor shall install the sprinkler system per the plans and with all necessary appurtenances to create a fully functioning and operatable system. Contractor shall also provide the City with a layout submittal for review and approval of the sprinkler system. Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for the sprinkler system shall be included in this bid item."

14. SPECIFICATIONS – EXPLANATION OF BID ITEM NO. 56

The Explanation of Bid Item No. 56 – "Miscellaneous Street Facilities and Operations" shall include the following:

13. Removal and replacement of existing blowoff box, lid, and valve.

15. SPECIFICATIONS – EXPLANATION OF BID ITEM NO. 57

Bid Item No. 57 – "Allowances" has been added to the Bid Proposal. The Explanation for Bid Item No.57 shall be as follows:

"This item is bid on a lump sum basis for work that may need to be done, but that could not be accurately quantified during the design phase due to the lack of knowledge of the underground utilities.

The total allowance amount of $100,000 shall be the amount bid for Bid Item No. 57 – "Allowances."

All work will be done on a force account basis. For this bid item the Contractor shall submit extra work reports for all work performed. Extra work markups shall be in accordance with Section 9.10 of the Project Specifications. The City Engineer will not accept any extra work reports not signed by either a City Employee or the City Inspector.

At the conclusion of the project this bid item will be adjusted either up or down according to the final tally of the extra work reports by way of a Balancing or Contract Change Order."

16. SPECIFICATIONS – EXPLANATION OF BID ITEM NO. 58

Bid Item No. 58 – "Crack Filling" has been added to the Bid Proposal. The explanation for Bid Item No.58 shall be as follows:

"This item is bid on a lump sum basis, complete and in place, for crack filling the pavement surface in preparation for the Cape Seal (chip seal + slurry seal) as described in the Explanation of Bid Item No. 10. It shall be the Contractors responsibility to verify, prior to bidding, the actual quantity of cracked pavement that needs to be filled per the project specifications and no additional payment will be made therefor.

The Contractor shall fill all pavement cracks as directed by the City Inspector. Cracks ¼" or larger shall be cleaned of dirt, debris and any organic matter and filled. Cracks ¼" to ¾" shall be cleaned and filled with hot pour crack filler. Cracks ¾" or larger shall be cleaned and hot mix asphalt applied. The material shall be forced into the crack and struck off flush with the ground pavement surface. All crack filling application shall conform to ASTM Standard D-6690, Type I, "Joint and Crack Sealants, Hot-applied, for Concrete and Asphalt Pavements."

This bid item includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in crack filling, complete in place, as specified in these Specifications, or as directed by the Project Engineer."

17. SPECIFICATIONS – EXPLANATION OF BID ITEM NO. 59

Bid Item No. 59 – "Temporary Bypass Pumping" has been added to the Bid Proposal. The explanation for Bid Item No.59 shall be as follows:

"This item is bid on a lump sum basis and shall consist of diverting sewage from one existing manhole to another existing manhole (downstream) during the required time for the existing 8" sanitary sewer pipes to be removed and the proposed 15" sanitary sewer pipes to be installed. This bid item shall also include the compensation for furnishing all

labor, materials, tools, equipment, and incidentals necessary to diverting the sewage into an operational sanitary sewer manhole.

Contractor shall submit a Temporary Bypass Plan for approval on how the system will be setup and maintained until the sanitary sewer improvements are complete.

Sewage shall be pumped, at a minimum, every 4 hours or when the sewage level in the upstream existing manhole reaches 3 feet above flowline, whichever occurs first. In addition, contractor shall pump the sewage at any time the city directs the contractor to do so.

If bypass must remain in place overnight, it will have to work on automatic."

18. CONSTRUCTION PLANS – PLAN SET

The Construction Plans have been re-uploaded to allow the existing improvements to show up clearer.

19. CONSTRUCTION PLANS – SHEETS 1, 3, 4, 5, 6, 23, 24, AND 25

On sheets 1, 3, 4, 5, 6, 23, 24, and 25 of the Construction Plans, the legend was revised to provide additional clarification. Please see the attached revised sheets 1, 3, 4, 5, 6, 23, ,24 and 25.

20. CONSTRUCTION PLANS – SHEET 5

On sheet 5 of the Construction Plans, the hatch within the cul-de-sac has been revised. Please see the attached revised sheet 5.

21. CONSTRUCTION PLANS – SHEET 3, 4, 5, 6, 23, 24, AND 25

On sheets 3, 4, 5, 6, 23, 24, and 25 of the construction plans, keynote EF was added. Please see the attached revised sheets 3, 4, 5, 6, 23, 24, and 25.

22. CONSTRUCTION PLANS – SHEETS 8 AND 10

On sheet 8 and 10 of the Construction Plans, the sheets have been revised to include clarification to the sanitary sewer system. Please see the attached revised sheets 8 and 10.

23. CONSTRUCTION PLANS – SHEET 10

On sheet 10 of the Construction Plans, the sheet has been revised to include showing the existing survey monument location. Please see the attached revised sheet 10.

24. CONSTRUCTION PLANS – SHEETS 9, 11, AND 13

On sheets 9, 11, and 13 of the Construction Plans, the sheets have been revised to include the water service sizes. Please see the attached revised sheets 9, 11, and 13.

25. CONSTRUCTION PLANS – SHEETS 18 AND 21

On sheets 18 and 21 of the Construction Plans, the Bermuda Grass hatch has been revised to provide clarification. Please see the attached revised sheets 18 and 21.

26. CONSTRUCTION PLANS – SHEETS 19, 20, AND 21

On sheet 19, 20, and 21 of the Construction Plans, the sheets have been revised to include changes to the irrigation system. Please see the attached revised sheets 19, 20, and 21.

27. FEDERAL WAGE DETERMINATION

The City has checked the Department of Labor website ten days prior to bid opening and the Federal Wage Rate to be used for this project is General Decision Number CA20210021, Modification Number 0 dated 01/01/2021. Please see attached document.

Bidders Acknowledgment

Bidder's Authorized Representative

Alan D. Dirlam - Chief Estimator

Jason Watts, P.E.

City Engineer

PROPOSAL TO THE CITY OF DINUBA
NORTH DINUBA INFRASTRUCTURE IMPROVEMENTS PROJECT
CDBG PROJECT NO. 20-CDBG-12005 & 20-CDBG-12006
IN THE CITY OF DINUBA

The work to be done and referred to herein is in the City of Dinuba, State of California, and located within existing or street rights of way or City-owned property. All work will be considered on the basis of the total bid for furnishing and placing the materials complete as specified.

TO THE CITY COUNCIL:

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposal form of contract, and plans herein referred to; and he proposes and agrees if this proposal is accepted, that he will contract with the City of Dinuba to provide all necessary machinery, tools, apparatus, and other means of construction, and to do all of the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth; and that he will take in full payment therefore, the following prices, to wit:

BASE BID:

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
1.	LUMP SUM	L.S.	Mobilization and Demobilization (Not to Exceed $80,000) at ____ _____ _____ _____ per L.S.	LUMP SUM	_____
2.	LUMP SUM	L.S.	Traffic and Dust Control at _____ _____ _____ per L.S.	LUMP SUM	_____
3.	LUMP SUM	L.S.	Clearing and Grubbing at _____ _____ _____ per L. S.	LUMP SUM	_____
4.	LUMP SUM	L.S.	Grading and Earthwork at _____ _____ _____ per L.S.	LUMP SUM	_____

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
5.	44,632	S.F.	Asphalt Concrete Grinding at _____ _____ _____ _____ per S.F.	_____	_____
6.	2,057	C.Y.	Roadway Excavation at __ _____ _____ _____ per C.Y.	_____	_____
7.	2,430	TON	Hot Mix Asphalt, Type 'A' at _____ _____ _____ per TON	_____	_____
8.	2,155	TON	Aggregate Base, CL II at _____ _____ _____ per TON	_____	_____
9.	702	TON	Aggregate Subbase at ___ _____ _____ _____ per TON	_____	_____
10.	11,441	S.Y.	Apply Cape Seal at _____ _____ _____ _____ per S.Y.	_____	_____
11.	48	L.F.	Construct 6" Wide Concrete Curb at _____ _____ _____ _____ per L.F.	_____	_____
12.	1,986	L.F.	Construct Concrete Curb and Gutter at _____ _____ _____ _____ per L.F.	_____	_____

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
13.	354	L.F.	Construct 6" Wide Concrete Mow Strip at _____ _____ _____ per L.F.	_____	_____
14.	1,179	L.F.	Construct Concrete Valley Gutter at _____ _____ _____ _____ per L.F.	_____	_____
15.	10,227	S.F.	Construct Concrete Sidewalk at _____ _____ _____ _____ per S.F.	_____	_____
16.	6,054	S.F.	Construct Concrete Residential Drive Approach at _____ _____ _____ _____ per S.F.	_____	_____
17.	1,797	S.F.	Construct Concrete Commercial Drive Approach at _____ _____ _____ _____ per S.F.	_____	_____
18.	547	L.F.	Remove and Replace Existing 4' High Chain Link Fence at _____ _____ _____ _____ per L.F.	_____	_____
19.	93	L.F.	Install 4' High Chain Link Fence at _____ _____ _____ _____ per L.F.	_____	_____

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
20.	7	EA.	Remove and Replace Existing 4' High Chain Link Gate at _____ _____ _____ _____ per EA.	_____	_____
21.	381	L.F.	Construct 6' High CMU Wall at _____ _____ _____ _____ per L.F.	_____	_____
22.	2	EA.	Construct Concrete Type I Curb Ramp at _____ _____ _____ _____ per EA.	_____	_____
23.	2	EA.	Construct Decorative Cluster Mailbox Foundation at _____ _____ _____ _____ per EA.	_____	_____
24.	3	EA.	Install Park Table at _____ _____ _____ _____ per EA.	_____	_____
25.	3	EA.	Install Trash Enclosure at _____ _____ _____ per EA.	_____	_____
26.	1	EA.	Relocate Existing Bus Stop at _____ _____ _____ _____per EA.	_____	_____

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
27.	LUMP SUM	L.S.	Abandon Existing Well at _____ _____ _____ per L.S.	LUMP SUM	_____
28.	17	EA.	Adjust Existing Water Service at _____ _____ _____ _____ per EA.	_____	_____
29.	6	EA.	Install Water Service at __ _____ _____ _____ per EA.	_____	_____
30.	2	EA.	Relocate Existing Water Service at _____ _____ _____ _____ per EA.	_____	_____
31.	3	EA.	Adjust Existing Water Valve at _____ _____ _____ _____ per EA.	_____	_____
32.	3	EA.	Relocate Existing Fire Hydrant at _____ _____ _____ _____ per EA.	_____	_____
33.	1	EA.	Construct Water Crossing at_____ _____ _____ per EA.	_____	_____
34.	4	EA.	Connect to Existing Sanitary Sewer System at _____ _____ _____ per EA.	_____	_____

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
35.	782	L.F.	Install 8" Sanitary Sewer Pipe at _____ _____ _____ _____ per L.F.	_____	_____
36.	1,931	L.F.	Install 10" Sanitary Sewer Pipe at _____ _____ _____ _____ per L.F.	_____	_____
37.	1,337	L.F.	Install 15" Sanitary Sewer Pipe at _____ _____ _____ _____ per L.F.	_____	_____
38.	12	EA.	Construct 48" Sanitary Sewer Manhole at _____ _____ _____ _____ per EA.	_____	_____
39.	27	L.F.	Install 4" Sanitary Sewer Force Pipe at _____ _____ _____ _____per L.F.	_____	_____
40.	27	EA.	Install 4" Sanitary Sewer Service at _____ _____ _____ _____ per EA.	_____	_____
41.	9	EA.	Install 6" Sanitary Sewer Service at _____ _____ _____ _____ per EA.	_____	_____

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
42.	36	L.F.	Install 18" Storm Drain Pipe at _____ _____ _____ _____ per L.F.	_____	_____
43.	323	L.F.	Install 24" Storm Drain Pipe at _____ _____ _____ _____ per L.F.	_____	_____
44.	1,815	L.F.	Construct 48" Storm Drain Pipe at _____ _____ _____ _____per L.F.	_____	_____
45.	5	EA.	Construct 48" Storm Drain Manhole at _____ _____ _____ _____per EA.	_____	_____
46.	7	EA.	Construct 72" Storm Drain Manhole at _____ _____ _____ _____per EA.	_____	_____
47.	2	EA.	Construct Type 'B' Storm Drain Inlet at _____ _____ _____ _____per EA.	_____	_____
48.	67,120	C.F.	Install Storm Water Chambers at _____ _____ _____ _____ per C.F.	_____	_____

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
49.	3	EA.	Install Arterial Solar Streetlight at _____ _____ _____ _____ per EA.	_____	_____
50.	4	EA.	Install Decorative Solar Streetlight at _____ _____ _____ _____ per EA.	_____	_____
51.	15,488	S.F.	Install Landscape at _____ _____ _____ per S.F.	_____	_____
52.	15,488	S.F.	Install Irrigation at _____ _____ _____ _____ per S.F.	_____	_____
53.	LUMP SUM	L.S.	Install Pavement Striping and Marking and Signage at _____ _____ _____ per L.S.	LUMP SUM	_____
54.	LUMP SUM	L.S.	Worker Cave-in Protection at _____ _____ _____ per L.S.	LUMP SUM	_____
55.	LUMP SUM	L.S.	Acquire City of Dinuba Encroachment Permit **($140+ 4% Contract amount per Sec. SP1.10)** at _____ _____ _____ per L.S.	LUMP SUM	_____
56.	LUMP SUM	L.S.	Miscellaneous Street Facilities and Operations at _____ _____ _____per L.S.	LUMP SUM	_____

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
57.	LUMP SUM	L.S.	Allowances at One hundred Thousand Dollars per L.S.	LUMP SUM	$100,000
58.	LUMP SUM	L.S.	Crack Filling at _____ _____ _____ _____ per L.S.	LUMP SUM	_____
59.	LUMP SUM	L.S.	Temporary Bypass Pumping at _____ _____ _____ _____ per L.S.	LUMP SUM	_____
60.	5	EA.	Install Park Solar Streetlight at _____ _____ _____ _____ per EA.	_____	_____

TOTAL AMOUNT OF BASE BID, ITEMS 1 THRU 60 $ _____

Total amount of Base Bid, Items 1 thru 60 is (in words)

_____

_____Dollars and _____ cents.

IN CASE OF DISCREPANCY BETWEEN WORDS AND FIGURES, THE WORDS SHALL PREVAIL.

SP1.38 SLURRY SEAL

Slurry seal shall be Type II slurry seal and consists of mixing asphaltic emulsion, aggregate, set control additives and water. Materials, application and finishing operation of slurry seal shall conform to the Caltrans Standard Specifications Subsection 37-3 "Slurry Seal", except subsections pertaining to measurement and payment. Slurry seal shall be an application of the mixture on a surfacing or pavement at the locations as shown on the drawings, maps and as directed by the Engineer.

A. MATERIALS

The materials for slurry seal shall be finished and screenings compacted in accordance with the Caltrans Standard Specifications Subsection 37-3.01B "*Materials*", except that the subsection pertaining to Asphaltic Emulsion shall not apply.

1. Asphaltic Emulsion

Asphaltic emulsion shall be bituminous material and shall be quick-setting type, Grade QS1h anionic or Grade CQS1h cationic, conforming to the Caltrans Standard Specifications Section 94 "Asphaltic Emulsions". The grade of asphaltic emulsion shall be at the option of the Contractor.

If the result of the particle charge test is inconclusive, the asphaltic emulsion shall be tested for pH in conformance with the requirements in ASTM Designation E 70. Grade QS1h asphaltic emulsion shall have a minimum pH of 7.3. Grade CQS1h asphaltic emulsion shall have a maximum pH of 6.7.

QUICK-SETTING ASPHALTIC EMULSION REQUIREMENTS

Properties	AASHTO Designation	Anionic QS1h		Cationic CQS1h	
		Min	Max	Min	Max
Tests on Emulsions					
Viscosity, SSF, @ 50°C, sec	-	15	90	15	90
Sieve Test, %	-	-	0.30	-	0.30
Storage Stability, 1 day, %	-	-	1		1
Residue by Distillation, %	-	57	-		-
Particle Charge	-	Negative		Positive	
Tests on Residue from Distillation Test					
Penetration, 25□C	T 49	40	90	40	90
Ductility, 25□C, mm	T 51	400	-	400	-
Solubility in Trichloroeythylene, %	T 44	97	-	97	-

2. Aggregate

Aggregate shall conform to the Type II aggregate in the Caltrans Standard Specifications Subsection 37-3.02, except the first paragraph shall not apply. Aggregate shall be free from vegetable matter and other deleterious substances. Aggregate shall be free of caked lumps and oversize particles. Aggregate shall consist of hard, non-plastic, rock-crusher dust, **black in color and volcanic in nature,** except that 100 percent of any aggregate or combination of aggregates, larger than No. 50 sieve size, used in the mixture shall be obtained by crushing rock. To ensure that the material is totally crushed, 100% of the parent aggregate shall be at least 1 cm. Oversize rocks, dirt clods, etc., shall be cause to reject the entire load of rock dust. The percent composition by weight of the aggregate shall conform to the following gradation:

Sieve Size	⅜"	No. 4	No. 8	No. 16	No. 30	No. 200
% Passing	100	94-100	65-90	40-70	25-50	5-15

The aggregate shall also conform to the following Test Methods quality requirements:

- Sand Equivalent California Method 217, 74 Min or ASTM D2419
- Durability Index California Method 229, 55 Min

B. MIX DESIGN

The tests, mix design and proportioning of slurry seal shall conform to the Caltrans Standard Specifications Subsections 37-3.02B(5) "*Slurry Seal Mix Design*" and 37-3.02C(2) "*Proportioning*". Accelerator, if needed, shall be Portland cement, Type I. Retarder, if needed, shall be **Aluminum Sulfate.** The amount included in the slurry mix will be determined in the mix design. The use of slag is not permitted. The latex additive shall be **Ultra Pave 65K** or an approved equal. 2.5% latex shall be added at the emulsion plant after weighing the asphalt.

The mix shall be sufficiently stable so that premature breaking of the material in the spreader box does not occur. It shall be free of excess water and emulsion. Spraying of additional water into the spreader box will not be permitted.

1. Laboratory Testing

Mix design of slurry seal mixture shall conform to the requirements in accordance with the International Slurry Seal Association (ISSA) tests, including those for slurry seal consistency, wet stripping, compatibility, cohesion and wet track abrasion.

2. Wet Track Abrasion Testing

The testing frequency for quality control for the Wet Track Abrasion Test shall start at two (2) tests per truck per day at the costs of the Contractor. If the tests are acceptable, the testing frequency shall be lowered to one (1) test per truck per day. After approved testing, if the tests fail, the testing frequency shall be increased to two (2) tests per truck per day, until the completion of the project, with the City paying for one test and the Contractor paying for the other.

3. Certified Reports

The Contractor shall submit to the City a mix design reporting the values of the above tests. The mix design shall be performed on the exact materials to be used in the project. The test shall be performed by a laboratory experienced in performing the tests on slurry seals and not affiliated with the Contractor in any way.

A report for the mix design of slurry seal shall be submitted at least five (5) working days prior to the beginning of work. Work shall not begin until the mix design has been approved by the Engineer. If the Contractor changes sources of aggregate and/or oil, a report of new mix design shall be submitted. The cost of all retest and testing for change of source for mix design will be borne by the Contractor, and the cost will be deducted from the amount of the bid. Results of Gradation and Sand Equivalency tests of the stockpiled aggregate shall be submitted prior to the beginning of work. Results of Residue by Evaporation tests of the Emulsion shall be submitted within forty-eight (48) hours of delivery. A separate test shall be performed on each delivery of emulsion.

C. APPLICATION

Slurry sealing the areas that received rubberized asphalt chip seal shall commence no later than seven (7) calendar days after application of the latter. Contractor shall ensure that there is no loose rock prior to slurry sealing operations.

1. Mixing and Spreading Equipment

Mixing and spreading slurry seal shall conform to the Caltrans Standard Specifications Subsection 37-3.02C "*Construction*". At least two (2) operational spreader trucks and one (1) additional mixer as a backup shall be available at the job site during the spreading operation except when continuous placement type mix-spreader trucks are used.

Each slurry crew shall be composed, at a minimum, of a coordinator at the project site at all times, a competent quickset mixing man, a competent driver, two squeegee men, and sufficient laborers for any handwork and cleanup.

2. Spreading Slurry Seal

Spreading slurry seal shall conform to the Caltrans Standard Specifications Subsection 37-3.02C "Construction". The slurry seal shall be spread at a rate within a range of **15 to 20-pounds per square yard** of dry aggregate.

The slurry mixture shall be uniformly spread on the entire existing surfacing from gutter lip to gutter lip without spotting, re-handling, ripples, waves, ash effect or otherwise shifting of the mixture. The application rate shall be **no greater than 150 feet per minute.**

Slurry seal shall be placed when the ambient air temperature is **at least 50°F and rising.** In the event of unsuitable weather conditions, a halt of all work will be ordered at the discretion of the Engineer. The working day(s) lost as a result of such an order shall be added to the time allowed for completion.

The Contractor shall protect all existing improvements within the construction sites from slurry seals including utilities frames and covers of manholes, vaults, and valve boxes, concrete curbs, gutters, survey monuments, miscellaneous street improvements. All street improvements adjacent to the construction sites, including traffic striping and markings, shall also be protected.

Slurry seal shall be applied with an overlap not to exceed one (1) inch into existing gutter pan of the curb. Slurry seals shall be applied up to the edge of manhole rims.

3. Finishing Operation

The Contractor shall apply rolling to all parking lot areas, cul-de-sacs for the last 250-ft minimum, the last 250-ft of dead-end streets and knuckle curves.

The Contractor shall provide a self-propelled 10-ton pneumatic-tired roller with a tire pressure of 50 psi and equipped with a water spray system. Rolling shall consist of one complete coverage to the required areas and shall be finished in the same day as the spreading of slurry seal.

4. Quality Assurance

The Contractor shall furnish all Certificates of Compliance, AASHTO certification, test reports, and samples prior to the construction. Certificates and reports shall be signed by manufacturer(s) of the materials or testing laboratory. The Contractor shall submit the City all certified weight tags for the materials used **within twenty-four (24) hours** upon delivery in order to receive payment.

"General Decision Number: CA20210021 01/01/2021

Superseded General Decision Number: CA20200021

State: California

Construction Types: Heavy (Heavy and Dredging) and Highway

County: Tulare County in California.

DREDGING (excluding self-propelled hopper dredge work), HEAVY (excluding water well drilling), AND HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

ASBE0016-006 06/25/2018

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)	$ 30.81	22.71

ASBE0016-010 01/01/2020

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems)	$ 54.26	23.39

BOIL0549-004 10/01/2016

	Rates	Fringes
BOILERMAKER	$ 39.68	35.71

BRCA0003-001 08/01/2020

	Rates	Fringes
MARBLE FINISHER	$ 36.53	17.08

BRCA0003-016 04/01/2020

	Rates	Fringes
TILE FINISHER	$ 27.86	16.37
TILE LAYER	$ 42.40	19.73

BRCA0003-017 07/01/2020

	Rates	Fringes
TERRAZZO FINISHER	$ 38.67	17.99
TERRAZZO WORKER/SETTER	$ 50.66	27.71

* BRCA0004-005 05/01/2020

	Rates	Fringes
BRICKLAYER; MARBLE SETTER	$ 41.52	18.47

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars ($3.00) above the standard San Bernardino/Riverside County hourly wage rate

CARP0034-002 07/01/2020

	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician	$ 51.90	34.02
Diver standby	$ 58.09	34.02
Diver Tender	$ 57.09	34.02
Diver wet	$ 101.42	34.02
Manifold Operator (mixed gas)	$ 62.09	34.02
Manifold Operator (Standby)	$ 57.09	34.02

DEPTH PAY (Surface Diving):
050 to 100 ft $2.00 per foot
101 to 150 ft $3.00 per foot
151 to 220 ft $4.00 per foot

1/4/2021 beta.SAM.gov | Search

https://beta.sam.gov/wage-determination/CA20210021/0?index=wd&keywords=&is_active=true&sort=-modifiedDate&date_filter_index=0&date_rad_... 2/22

Cranes	$ 53.27	31.15
Oiler	$ 43.72	31.15
Truck Crane Oiler	$ 45.95	31.15
GROUP 2		
Cranes	$ 51.50	31.15
Oiler	$ 43.45	31.15
Truck Crane Oiler	$ 45.73	31.15
GROUP 3		
Cranes	$ 50.02	31.15
Hydraulic	$ 45.07	31.15
Oiler	$ 43.23	31.15
Truck Crane Oiler	$ 38.71	31.15
GROUP 4		
Cranes	$ 48.00	31.15
GROUP 5		
Cranes	$ 46.70	31.15
OPERATOR: Power Equipment (Tunnel and Underground Work - AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1	$ 47.52	31.15
GROUP 1-A	$ 49.99	31.15
GROUP 2	$ 46.26	31.15
GROUP 3	$ 44.93	31.15
GROUP 4	$ 43.79	31.15
GROUP 5	$ 42.65	31.15
UNDERGROUND:		
GROUP 1	$ 47.42	31.15
GROUP 1-A	$ 49.89	31.15
GROUP 2	$ 46.16	31.15
GROUP 3	$ 44.83	31.15
GROUP 4	$ 43.69	31.15
GROUP 5	$ 42.55	31.15

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: $.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu.

yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical

Dredging: (DREDGING:
CLAMSHELL & DIPPER DREDGING;
HYDRAULIC SUCTION DREDGING:)
AREA 1:
(1) Leverman.....$ 49.88 34.35
(2) Dredge Dozer; Heavy
duty repairman.....$ 44.92 34.35
(3) Booster Pump
Operator; Deck
Engineer; Deck mate;
Dredge Tender; Winch
Operator.....$ 43.80 34.35
(4) Bargeman; Deckhand;
Fireman; Leveehand; Oiler..$ 40.50 34.35
AREA 2:
(1) Leverman.....$ 51.88 34.35
(2) Dredge Dozer; Heavy
duty repairman.....$ 46.92 34.35
(3) Booster Pump
Operator; Deck
Engineer; Deck mate;
Dredge Tender; Winch
Operator.....$ 45.80 34.35
(4) Bargeman; Deckhand;
Fireman; Leveehand; Oiler..$ 42.50 34.35

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border

with Shasta County
Area 2: Remainder

MADERA COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY
Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: Al but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:
Area 1: All but the Western border with Mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeastern border with Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

ENGI0003-019 06/29/2020

SEE AREA DESCRIPTIONS BELOW

Rates Fringes

Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

IRON0433-006 07/01/2020

	Rates	Fringes
IRONWORKER		
Fence Erector	$ 34.58	24.81
Ornamental, Reinforcing and Structural	$ 41.00	33.45

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0294-003 06/25/2018

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 29.54	23.65
Traffic Control Person I	$ 29.84	23.65
Traffic Control Person II	$ 27.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash

cushions.

LABO0294-004 06/25/2018

	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT LABORERS)		
Construction Specialist Group	$ 30.49	23.20
GROUP 1	$ 29.79	23.20
GROUP 1-a	$ 30.01	23.20
GROUP 1-c	$ 29.84	23.20
GROUP 1-e	$ 30.34	23.20
GROUP 1-f	$ 29.37	23.20
GROUP 2	$ 29.64	23.20
GROUP 3	$ 29.54	23.20
GROUP 4	$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications		
Laborers: (GUNITE)		
GROUP 1	$ 28.35	18.66
GROUP 2	$ 27.85	18.66
GROUP 3	$ 27.26	18.66
GROUP 4	$ 27.14	18.66
Laborers: (WRECKING)		
GROUP 1	$ 29.79	23.20
GROUP 2	$ 29.64	23.20
Landscape Laborer (Gardeners, Horticultural & Landscape Laborers)		
Establishment Warranty Period	$ 23.23	23.20
New Construction	$ 29.54	23.20

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts (not applicable to workers entitled to receive the wage rate set forth in Group 1-a): $0.25 per hour additional.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Masonry and plasterer tender; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar ype; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or

Shotcrete Specialist.....$ 38.34 24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0294-009 07/01/2018

	Rates	Fringes
Plasterer tender	$ 32.02	23.00

Work on a swing stage scaffold: $1.00 per hour additional.

PAIN0294-003 06/01/2020

	Rates	Fringes
PAINTER	$ 30.18	20.21

FOOTNOTE:
Sandblast/Spray Painting: $1.00 per hour additional.
Work over 30 feet (does not include work from a lift): $0.50 per hour additional.

PAIN1176-001 07/01/2020

HIGHWAY IMPR0VEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1	$ 38.48	16.88
GROUP 2	$ 32.71	16.88
GROUP 3	$ 33.09	16.88

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic

stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PLAS0300-005 07/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 33.49	23.67

PLUM0246-002 07/01/2020

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 42.65	34.64

PLUM0355-003 07/01/2020

	Rates	Fringes
Underground Utility Worker /Landscape Fitter	$ 29.90	16.30

TEAM0094-001 07/01/2018

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 31.68	27.86
GROUP 2	$ 31.98	27.86
GROUP 3	$ 32.28	27.86
GROUP 4	$ 32.63	27.86
GROUP 5	$ 32.98	27.86

FOOTNOTES:
Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck;

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

===

END OF GENERAL DECISION

"

JANUARY 08, 2021

ADDENDUM NO. 2
CITY OF DINUBA

NORTH DINUBA INFRASTRUCTURE IMPROVEMENTS PROJECT

CDBG PROJECT NO. 20-CDBG-12005 & 20-CDBG-12006

NOTICE

Notice is hereby given that the plans and specifications for this project have been revised as prescribed by this Addendum. It is mandatory that all bidders comply with the changes detailed herein. This Addendum shall be signed by the Bidder and attached to the inside of the Contract Documents. All changes, omissions, additions and alterations in, on and to the Contract Documents and Specification will apply to proposals made for the execution of the various parts of the work affected thereby. Careful note of this Addendum shall be taken by all parties of interest so that the proper allowance may be made in all computations, estimates and contracts, and all trades affected shall be fully advised in the performance of the work which will be required by them. In cases of conflict between the Plans, Specifications and this Addendum, this Addendum shall govern.

1. **SPECIFICATIONS – BID PROPOSAL**

   The Bid Proposal form has been revised as follows:

   a. Bid Item No. 50 – "Install Decorative Solar Streetlight" estimated quantity changed to 4
   b. Addition of Bid Item No. 60 – "Install Park Solar Streetlight"

   Contractor shall replace all bid proposal pages (BP pages) with the bid proposal pages attached.

2. **SPECIFICATIONS – NONCOLLUSION AFFIDAVIT**

   The Federal CDBG Project number has been revised to show the correct number on the Noncollusion Affidavit page (See page BP-14).

3. **SPECIFICATIONS – EXPLANATION OF BID ITEM NO. 49**

   The Explanation of Bid Item No. 49 – "Install Arterial Solar Streetlight" shall include the following:

   "The arterial streetlights shall be located along Alta Avenue (Road 80), as shown on the plans, and shall be Greenshine Supera Model No. GS-LED-290D-T3-60W, or approved equal. Each arterial streetlight shall be on a runtime that lasts from dusk till dawn.

   This bid item shall include all necessary items for a fully functional solar streetlight system, including but not limited to foundations, poles, light fixtures, appurtenances, solar panels, batteries, etc.

Full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in the arterial streetlights shall be included in this bid item.

4. SPECIFICATIONS – EXPLANATION OF BID ITEM NO. 50

The Explanation of Bid Item No. 50 – "Install Decorative Solar Streetlight" shall include the following:

"The decorative streetlights shall be located along Griggs Avenue, as shown on the plans, and shall be Greenshine Lumina Model No. GS-LED-L30-T3-60W, or approved equal. Each decorative streetlight shall be on a runtime that lasts from dusk till dawn.

This bid item shall include all necessary items for a fully functional solar streetlight system, including but not limited to foundations, poles, light fixtures, appurtenances, solar panels, batteries, etc.

Full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in the decorative streetlights shall be included in this bid item.

5. SPECIFICATIONS – EXPLANATION OF BID ITEM NO. 60

The Explanation of Bid Item No. 60 – "Install Park Solar Streetlight" shall include the following:

"The park streetlights shall be located within the Pocket Park, as shown on the plans, and shall be Greenshine Lumina Model No. GS-LED-L30-T3-30W, or approved equal. Each park streetlight shall be on a runtime that lasts from dusk till dawn.

This bid item shall include all necessary items for a fully functional solar streetlight system, including but not limited to foundations, poles, light fixtures, appurtenances, solar panels, batteries, etc.

Full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in the park streetlights shall be included in this bid item.

6. CONSTRUCTION PLANS – CONSTRUCTION SHEET 29

On sheet 29 of the Construction Plans, the sheet has been revised to include changes to the streetlights. Please see the attached revised sheet 29.

7. CONSTRUCTION PLANS – CONSTRUCTION SHEET 30

On sheet 30 of the Construction Plans, the sheet has been revised to include changes to the streetlights. Please see the attached revised sheet 30.

8. ENGINEERING ESTIMATE

The Engineering Estimate for this project has been revised to $3,942,000

Bidders Acknowledgment

Bidder's Authorized Representative

Jason Watts, P.E.

City Engineer

The bidder shall set forth for each item of work, in clearly legible figures, an item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item. In case of discrepancy between the item price and the total set forth for the item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, the amount set forth in the "Total" column for the item shall prevail in accordance with the following.

1. As to lump sum items, the amount set forth in the "Total" column shall be the item price.

2. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price obtained shall be the item price.

If this proposal shall be accepted and the undersigned shall fail to contract, as foresaid, and to give the two bonds in the sums to be determined as foresaid, with surety satisfactory to the Owner, within eight (8) days not including Saturdays, Sundays and legal holidays, after the bidder has received notice of award of the contract, the Owner, at its option, may determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the Owner.

A certified or cashier's check made payable to the City or a bid bond in favor of said City for _____ _____($_____) , which amount is not less than 10 percent (10%) of the total amount of this proposal, is attached hereto and is given as a guarantee that the undersigned will execute a Contract and furnish the required bonds if awarded the contract and in case of failure to do so within ten days from notice of award the same will be forfeited to the City.

The undersigned certified that he has a valid license as Contractor in the State of California, for Class _____, the number of which is_____, and the expiration date of which is_____. The undersigned also certifies that he is registered with the Department of Industrial Relations with DIR Number _____.The representations made herein are made under penalty of perjury.

Signature of bidder with business name, address, and telephone number.

(1) _____
Bidding Firm

(2) _____
(Corp.) (Indiv.) (Partner)

(3) _____
Business Address

_____
City State Zip

_____
Area Code Telephone

(4) _____
Signature of Authorized Person

_____
Type or Print Name of Authorized Person

(PLEASE SEE THE FOLLOWING INSTRUCTION REGARDING SIGNATURE)

(1) If the bidder is an individual, enter name here in current style used in business, if a joint venture, exact names of all persons and / or entities participating in the joint venture; if a partnership, the correct trade style used in the partnership; if a corporation, the exact name of the corporation under which it is currently incorporated and operating.

(2) If bidder is other than and individual, identify here its character, i.e. joint venture, partnership, corporation (including state of corporation), etc. If bidder is an individual operating under a fictitious or trade name, state "Individual DBA (trade name in full)".

(3) State on this line the address to which all communications and notices regarding the Bid Proposal and any contract awarded thereunder, are to be addressed.

(4) If bidder is: (i) a joint venture, signature must be one of the joint ventures, and if any of the joint ventures is a partnership or corporation each participating partnership must sign by a general partner, and each participating corporation by an authorized officer or employee; (ii) a partnership, by a general partner, or (iii) a corporation, by an authorized officer or employee. The title of the person signing must appear his signature. Where a partnership or corporation is a bidder or signer the name of all other general partners and/or the names of the president and secretary of the corporation and their business address must be shown below:

_____ _____

_____ _____

_____ _____

NOTE:

All signatures must be printed under written signature.

NOTE:

All addresses must be complete with street number, city and state.

NOTE:

Bidders maybe required to provide any and all other names and/or form(s) of organization (s) under which business has been done in the prior five (5) years.

NOTE:

Bidders maybe required to provide any and all other names and / or forms(s) of organization (s) under which business has been done in the prior five (5) years.

DESIGNATION OF SUBCONTRACTORS

Pursuant to the provisions of Sections 4100 to 4113, inclusive, of the Public Contract Code of the State of California, the undersigned hereby designates below, for the project, opposite various portions of the work, the names and locations of the places of business of each subcontractor who will perform work or labor in an amount in excess of one-half of one percent (1/2 of 1%) of the amount of the total bid. All work not listed below shall be performed by the undersigned bidder. It is understood that the bidder, if awarded the contract, shall not substitute and subcontractor in place of the subcontractors herein designated subcontractor, or sublet or subcontract any of the work as to which a subcontractor is not herein designated without the consent of the City approval of the Engineer. The subletting or subcontracting of any work for which there was no subcontractor designated in the original bid may be permitted only in case of public emergency or necessity. (List one firm only for each portion of work.)

NOTE: Contractor shall perform with its own organization work amounting to not less than thirty percent (30%) of the total bid. Section 1.15 provides further information.

Bid Item No.	Subcontractor % of work [1]	Subcontractor	Address & Phone No.	State License No. & DIR No.

[1] If a Subcontractor is designated for a portion of a bid item(s), Contractor shall provide the estimated percentage of work that will be performed by the Subcontractor.

Date	Bidders Name
Address	Authorized Signature
Telephone Number	Type of Organization (Individual, Partnership or Corporation)

PROJECT: **NORTH DINUBA INFRASTRUCTURE IMPROVEMENTS PROJECT**
CDBG PROJECT NO. 20-CDBG-12005 & 20-CDBG-12006

To the City Council, City of Dinuba

NONCOLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

I, _____
(Name)

declare that I am

_____
(Owner, Partner, Corporate Officer (list title), Co-Venturer

of _____
(Bidding Entity)

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by Contract, communication, or conference with anyone to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto to any corporation, partnership, company, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and this declaration is executed on _____(date), at _____ (city) _____ (state).

(Title 23 United States Code Section 112)

(California Public Contract Code Section 7106; Stats. 1988. c. 1548, Section 1.)

Note: The above Noncollusion Affidavit is part of the Proposal. Signing the Proposal on the signature portion thereof shall constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making false certification may subject the certifier to criminal prosecution.

STATEMENT OF EXPERIENCE OF BIDDER

The bidder has been engaged in the general contracting business, under the present business name, for _____ years. Experience in work of a nature similar to that bid in this Proposal extends over a period of ____ years.

The bidder shall state below work of a similar magnitude or character that he has done and to giver references that will enable the City to judge his experience, skill and business standing, and his ability to conduct the work as completely as required under the terms of the Contract.

Year	Owner	Location & Type of Work	Contact Name & Phone Number

AFFIDAVIT

_____
(Name of Individual)

doing business as _____
(Name of firm, if any)

certifies and says: That he/she is the person submitting the Statement of Experience; that he/she has read the same, and that the same is true of his/her own knowledge, and that any depository, vendor, or other agency therein named is hereby authorized to supply the City of Dinuba with any information necessary to verify the statement.

I certify and declare under penalty of perjury that the foregoing is true and correct.

Subscribed at _____, State of

_____

_____
(Applicant must sign here)

(Note: Statement will be returned unless affidavit is complete including the date of signature.)

ADDENDA CERTIFICATION STATEMENT

ADDENDA - This proposal is submitted with respect to the changes to the contract included in addendum number/s _____

(Fill in number/s if addenda have been received)

Warning: If an addendum or addenda have been issued by the administering agency and not noted above as being received by the bidder, this proposal may be rejected.

FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules, and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work.

The bidder certifies that it is aware of and will comply with all Federal requirements for projects financed in whole or in part with Federal funds. For specific requirements, see Appendix A of these specifications.

The above Certificate is part of the Proposal. Signing this Proposal on the signature page thereof shall also constitute signature of this Certificate.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PROJECT: **NORTH DINUBA INFRASTRUCTURE IMPROVEMENTS PROJECT**
CDBG PROJECT NO. 20-CDBG-12005 & 20-CDBG-12006

CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS.

The bidder____, proposed subcontractor _____, hereby certifies that he has ____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he has _____, has not _____. Filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

_____
(Company)

By: _____

_____
(Title)

Date: _____

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

PROJECT: **NORTH DINUBA INFRASTRUCTURE IMPROVEMENTS PROJECT**
CDBG PROJECT NO. 20-CDBG-12005 & 20-CDBG-12006

Note: The bidder shall check Box A or Box B. If the bidder does not check a box it will be deemed that he has checked Box A.

The bidder certifies that:

A. ( ) I do not intend to subcontract any work on this project.

B. ( ) I do intend to subcontract portions of the work on this project.

In accordance with the provisions of Section 2-1.12, "Disadvantaged Business Enterprise," in the State Standard Specifications, I have taken affirmative action to seek out and consider minority business enterprises for the portions of the work which are intended to be subcontracted. In addition, I will take such affirmative action on any future subcontracting for the life of this contract.

Category Of Work:	Contacted: Name/Address/Phone	Results of Contact:
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The above certification is required by Executive Order 11625.

Bidder: _____

By: _____ Date: _____

Title: _____

OMB Approval No. 2577-0157 (Exp. 01/31/2017)

Certification of Payments to Influence Federal Transactions

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Signature	Date (mm/dd/yyyy)

Previous edition is obsolete **form HUD 50071** (01/14)

ref. Handbooks 7417.1, 7475.13, 7485.1, & 7485.3

STATEMENT OF WORK FORCE NEEDS

(See following for instructions)

☐ Preliminary (Anticipated)

☐ Final (Completion)

PROJECT: _____ Contract No. _____

CDBG No. _____

Part I: Employment and Training

	NEW HIRES FOR THIS PROJECT			AGGREGATE WORK FORCE	
A. Job Category	B. Total Number of New Hires	C. No. of Lower Income New Hires	D. % of Total Staff Hours of New Hires that are Lower Income	E. % of Total Staff Hours for Lower Income Employees & Trainees	F. Number of Lower Income Trainees
Professionals					
Technicians					
Office/Clerical					
Construction by Trade (List) Trade					
Trade					
Trade					
Trade					
Trade					
Trade					
Other (List)					
Total					

BIDDER: _____

BY: _____ DATE: _____

TITLE: _____ Page _____ of _____

STATEMENT OF WORK FORCE NEEDS

(See following for instructions)

☐ Preliminary (Anticipated)

☐ Final (Completion)

PROJECT: _____ Contract No. _____

CDBG No. _____

Part II: Contracts Awarded

1. Construction Contracts

A.	Total dollar amount of all contracts awarded on the project	$
B.	Total dollar amount of contracts awarded to Section 3 businesses	$
C.	Percentage of total dollar amount that was awarded to Section 3 businesses	%
D.	Total number of Section 3 businesses receiving contracts	

2. Non-Construction Contracts

A.	Total dollar amount of non-construction contracts awarded on the project	$
B.	Total dollar amount of non-construction contacts awarded to Section 3 businesses	$
C.	Percentage of total dollar amount that was awarded to Section 3 businesses	%
D.	Total number of Section 3 businesses receiving non-construction contracts	

Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by this project, to the greatest extent feasible, toward low and very-low income persons, particularly those who are recipients of government assistance for housing. (Check all that apply)

____ Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contracts with the community organizations and public or private agencies operating within the County, or similar methods.

____ Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.

____ Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.

____ Coordinated with Youthbuild Programs administered in the metropolitan area in which the project is located.

____ Other; desribe below.

BIDDER: _____

BY: _____ DATE: _____

TITLE: _____ Page _____ of _____

INSTRUCTIONS FOR STATEMENT OF WORK FORCE NEEDS

This form must be completed and submitted by the Bidder prior to award of the Contract. Award may be expedited if the form is submitted with the Bid. Failure to submit the form prior to award will result in rejection of the bid.

The form will also be submitted by the Prime Contractor upon completion of the project.

When submitting with bid or prior to award, enter anticipated work force needs. When submitting at project completion, enter actual work force used.

Contractors on this project are subject to Section 3 requirements and must maintain appropriate documentation to establish that HUD financial assistance for the project was directed toward low- and very-low income persons.*

Part I: Employment and Training

A. Job Category	For construction positions, list each trade and provide data in Columns B-F for each trade where persons were employed.
B. Number of New Hires	Enter the number of new hires for each category of workers identified in Column A. New hire refers to a person who is not on the contractor's payroll for employment at the time of Selection for the Section 3 covered award.
C. Number of Lower Income New Hires	Enter the number of lower income new hires for each category of workers identified in Column A.
D. Percentage of Lower Income New Hire Staff Hours	Enter the percentage of all the staff hours of new hires worked by lower income new hires. Include staff hours for part-time and full-time positions.
E. Percentage of Total Staff Hours for Lower Income Employees & Trainees	Enter the percentage of the total staff hours worked by lower income employees and trainees. Include staff hours for part-time and full-time positions.
F. Number of Lower Income Trainees	Enter the number of lower income persons that were trained in connection with this project.

Part II: Construction Contracts

Where referenced, Section 3 businesses are defined in HUD's regulations at 24 CFR 135 as businesses which meet at least one of the criteria listed below:

1. A business that is at least 51 percent owned by Section 3 residents.
2. A business whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents.
3. A business that provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in criteria 1 or 2.

Part III: Summary of Efforts - Self-explanatory

* For purposes of this Section 3 covered project, "lower income residents" means any individual who resides within the area of a Section 3 covered project, and whose family income does not exceed that shown in the table below.

PROJECT AREA FRESNO COUNTY	NUMBER OF PERSONS IN FAMILY							
	1	2	3	4	5	6	7	8
80% of Median Income=	32,450	37,050	41,700	46,300	50,050	53,750	57,450	61,150

eff 12/1/2011

STATE OF CALIFORNIA
Department of Housing and Community Development
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) Program

BIDDER'S PROPOSED SECTION 3 CONTRACTS/SUBCONTRACTS

Type of Contract (Business or Profession)	Total No.	Total Approximate Dollar Amount	Estimated No. of Contracts to Section 3 Businesses	Estimated Dollar Amount to Section 3 Businesses

Section 3 Business Concern:
1. A business that is 51% or more owned by Section residents, or
2. A business whose permanent full time work force at least 30% are Section 3 residents or,
3. A business which contracts a dollar amount of all subcontracts with businesses as defined in numbers 1 and 2 above.

Company

Project Name

Project Number

Person Completing Form

Date

BIDDER'S SECTION 3 PROPOSED NEW HIRES

Job Category	Total Estimated Positions Needed for the Project	No. of Positions Occupied by Permanent Employees	Number of Positions Not Occupied	No. of Positions to be filled with Section 3 Residents
Officer/Supervisors				
Professionals				
Technical				
Housing Sales/ Rental Management				
Office/Clerical				
Service Workers				
Others				
TRADE:				
Journeymen				
Apprentices				
Trainees				
Others				
TRADE:				
Journeymen				
Apprentices				
Trainees				
Others				

Section 3 Resident:
Individual residing in a public housing project or within the non-metropolitan county in which the project is located and whose income does not exceed 80% of the higher of the median income, adjusted for family size, for the county of residence or the non-metropolitan area of the state.

Company

Project Name

Project Number

Person Completing Form

Date

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____ , has not ____been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation? Yes ____ No ____

If the answer is yes, explain the circumstances in the following space.

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29 DEBARMENT AND SUSPENSION CERTIFICATION

The bidder __, proposed subcontractor __, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past 3 years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space:

( ) No Exceptions

_____

_____

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action:

_____

Note: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing the Proposal on the signature portion thereof shall also constitute signature of this Certification.

By my signature on this proposal, I certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Title 23 United States Code, Section 112 Non-Collusion Affidavit and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Bidder/Subcontractor:_____
By: _____
Date: _____
Title: _____

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(I) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly.

INSTRUCTIONS FOR COMPLETION OF SF-LLL,
DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
    (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:
☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:
☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:
☐ a. initial
b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____ , if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)
$ _____ ☐ actual ☐ planned

12. Form of Payment (check all that apply):
☐ a. cash
☐ b. in-kind; specify: nature _____
value _____

13. Type of Payment (check all that apply)
☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e deferred
☐ f. other, specify _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: **Yes** ☐ **No** ☐

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

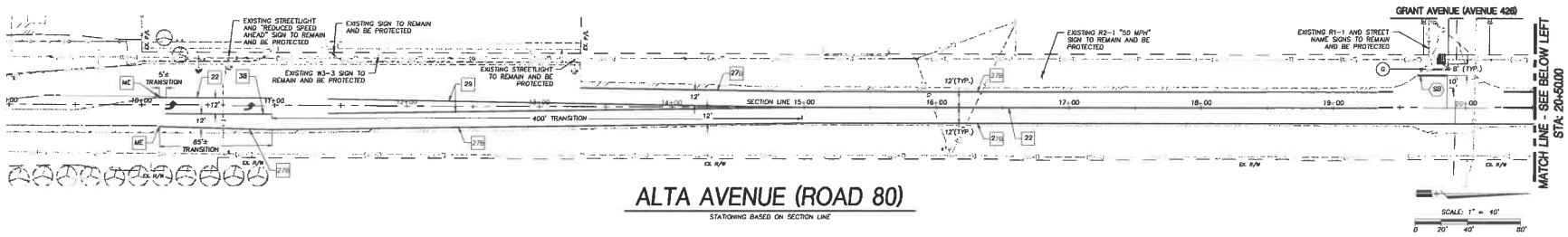
Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

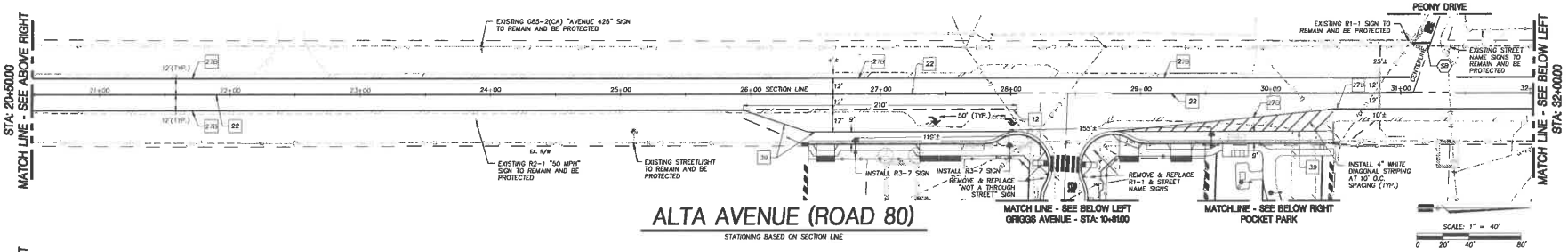
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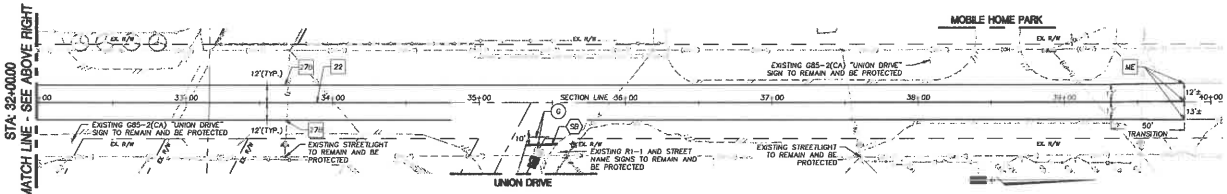
ALTA AVENUE (ROAD 80)

STATIONING BASED ON SECTION LINE



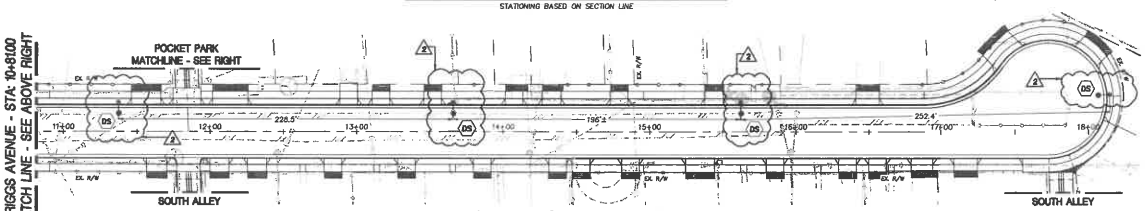
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STATIONING BASED ON SECTION LINE



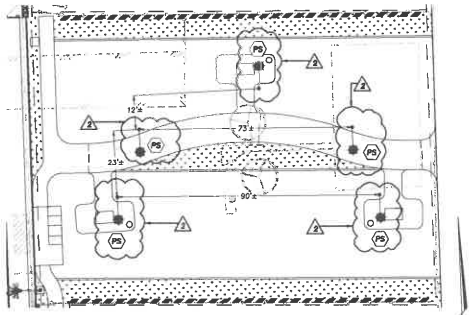
ALTA AVENUE (ROAD 80)

STATIONING BASED ON SECTION LINE



GRIGGS AVENUE

STATIONING BASED ON CENTERLINE



POCKET PARK

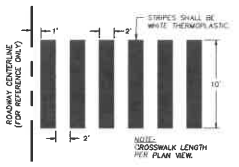
SCALE: 1"=20'

SIGNING AND STRIPING GENERAL NOTES:

1. WORK SHALL BE DONE IN ACCORDANCE WITH THE 2018 EDITION OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD PLANS AND SPECIFICATIONS, SIGN SPECIFICATION SHEETS, THE 2014 CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (2014 CALIFORNIA MUTCD, REVISION 2), THE LATEST EDITION OF THE CITY OF DINUBA STANDARD SPECIFICATIONS AND DRAWINGS, AND THE SPECIAL PROVISIONS.
2. ALL SALVAGED MATERIALS SHALL BE DELIVERED TO THE CITY OF DINUBA CORPORATION YARD.
3. ALL TRANSVERSE CROSSWALKS SHALL BE 10 FEET LONG AND 2 FEET WIDE, OUTSIDE EDGE TO OUTSIDE EDGE.
4. HIGH-VISIBILITY CROSSWALKS SHALL BE INSTALLED PER THE DETAIL ON THIS SHEET.
5. WHERE SIGNS ARE TO BE INSTALLED, STREET LIGHT POLES SHOULD BE USED, IN-LIEU OF POSTS WHENEVER POSSIBLE. SIGNS INSTALLED ON STREET LIGHT POLES SHALL BE INSTALLED WITH STAINLESS STEEL BANDING MATERIAL.
6. STRIPING DESIGNATED TO BE REMOVED SHALL BE REMOVED COMPLETELY AND THE SURFACE SEALED WITH A "WALKMASTER" OR OWNER-APPROVED EQUIVALENT SLURRY PRIOR TO RE-STRIPING. ANY VOIDS CREATED BY GRINDING SHALL BE FILLED BY USING A TYPE "B" SLURRY AS DETERMINED BY THE CITY ENGINEER.
7. ALL SIGNS SHALL BE 3M-3930HIP TYPE III & IV SERIES REFLECTIVE SHEETING AND BE COVERED WITH 1160A PREMIUM OVERLAY ANTI-GRAFFITI FILM OR AVERY DENNISON 76500 SERIES REFLECTIVE SHEETING AND SHALL BE COVERED WITH AVERY DENNISON GL1000ANTI-GRAFFITI OVERLAY FILM.
8. ALL STRIPING SHALL BE THERMOPLASTIC.
9. SIGNS SHALL BE INSTALLED PER CITY STANDARD DRAWING P-19, P-19A, & P20, UNLESS OTHERWISE NOTED ON THE PLANS.
10. CONTRACTOR SHALL REPLACE ANY STRIPING, IN KIND, THAT IS DAMAGED DURING CONSTRUCTION THAT IS NOT SPECIFIED ON THESE PLANS.

SIGNING AND STRIPING LEGEND:

- ME — MATCH EXISTING.
- # — INSTALL STRIPING PER DETAIL NUMBER AS NOTED.
- C — CONTRACTOR SHALL GRIND, REMOVE, AND REPLACE ALL STRIPING AND MARKINGS LOCATED WITHIN THE CAPE SEAL LIMITS. LIMITS OF CAPE SEAL SHOWN ON SHEET #.
- INSTALL HIGH VISIBILITY CROSSWALK PER DETAIL ON THIS SHEET.
- STOP — INSTALL "STOP" PAVEMENT MARKING.
- SB — INSTALL 12" WIDE WHITE STOP BAR. EXTENSION SHALL BE FROM EDGE OF PAVEMENT TO EXISTING CENTERLINE.
- INSTALL DIAGONAL TRANSITION ARROW MARKING



HIGH VISIBILITY CROSSWALK DETAIL

NTS

STREETLIGHT GENERAL NOTES:

1. ALL WORK SHALL CONFORM TO APPLICABLE SECTIONS OF THE CITY OF DINUBA "STANDARD SPECIFICATIONS" ISSUED BY THE CITY OF DINUBA, AND TO THESE SPECIAL PROVISIONS.
2. ALL WORK SHALL CONFORM TO THE NATIONAL ELECTRIC CODE, LATEST EDITION.
3. STREETLIGHTS SHALL BE TYPE III OR TYPE V DISTRIBUTION, AS APPROPRIATE FOR LOCATION. WATTAGE FOR STREETLIGHTS TO BE INSTALLED SHALL BE APPROVED BY THE CITY ENGINEER.
4. STREETLIGHT PLAN, INCLUDING PHOTOMETRICS, SHALL BE SUBMITTED FOR REVIEW AND APPROVAL BY THE CITY ENGINEER.
5. ORIENTATE PHOTO ELECTRIC CELL (PEC) TO NORTH.
6. CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (U.S.A.), TOLL FREE AT 811, TWO WORKING DAYS PRIOR TO EXCAVATION.
7. ALL ROADWAY SIGNS WITHIN 25' OF PROPOSED STREETLIGHT POLES SHALL BE RELOCATED TO NEW POLE PER LATEST EDITION OF CALIFORNIA MUTCD. CONTRACTOR TO VERIFY & COORDINATE, PRIOR TO REMOVAL, WITH CITY INSPECTOR/ENGINEER. EXISTING SIGN POSTS SHALL BE REMOVED & DISPOSED OF BY CONTRACTOR.
8. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY CONFLICTS THAT ARE FOUND WITH PROPOSED STREETLIGHT POLES, SERVICE PANELS, AND STREETLIGHT PULL BOXES.
9. STREETLIGHT PLANS ARE SCHEMATIC. CONTRACTOR TO FIELD VERIFY AND CONTACT CITY ENGINEER OF ANY DISCREPANCIES.

STREETLIGHT LEGEND:

- INSTALL ARTERIAL SOLAR STREETLIGHT PER DETAIL 'C1', SEE SHEET 30. DIRECTION AS SHOWN ON PLAN. GREENSHINE MODEL SUPERA: GS-LED-2900-T3-60W TOTAL QUANTITY: 3
- DC — INSTALL DECORATIVE SOLAR STREETLIGHT PER DETAIL 'C2', SEE SHEET 30. DIRECTION AS SHOWN ON PLAN. GREENSHINE MODEL LUMINA: GS-LED-L30-T3-60W TOTAL QUANTITY: 4
- PS — INSTALL PARK SOLAR STREETLIGHT PER DETAIL 'C3', SEE SHEET 30. DIRECTION AS SHOWN ON PLAN. GREENSHINE MODEL LUMINA: GS-LED-L30-T3-30W TOTAL QUANTITY: 5

Ref. & Rev.

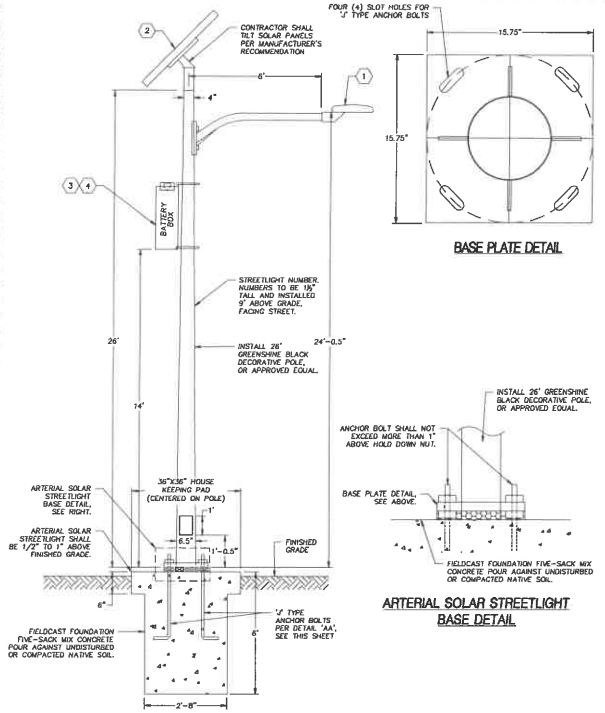
△2 01/08/2021

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PROJECT TITLE: NORTH DINUBA INFRASTRUCTURE IMPROVEMENTS PROJECT

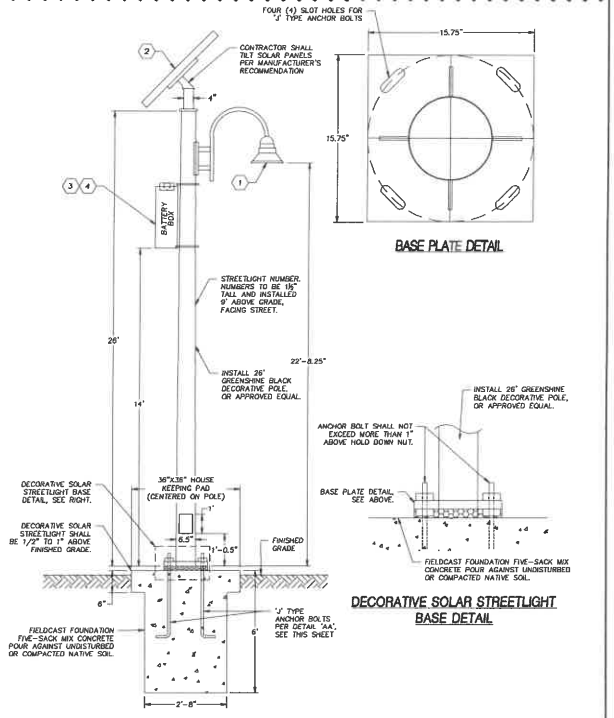
SHEET DESCRIPTION: SIGNING, STRIPING, AND STREETLIGHT PLAN

Dr. By: TJ
Ch. By: JW
Date: 11/25/2020
Scale: As Noted
YH Job No. 19-314
Sheet No. 29
of 33 Sheets



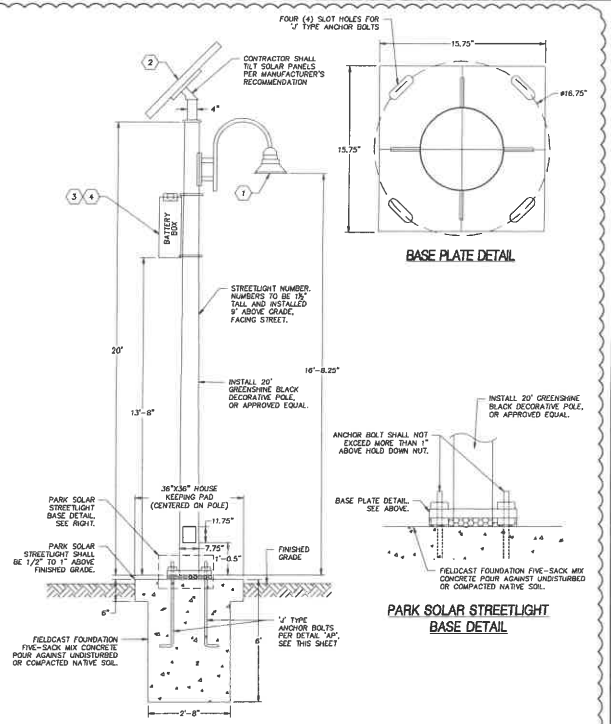
ARTERIAL SOLAR STREETLIGHT BASE DETAIL

G1 ARTERIAL SOLAR STREETLIGHT
NTS



DECORATIVE SOLAR STREETLIGHT BASE DETAIL

G2 DECORATIVE SOLAR STREETLIGHT
NTS



PARK SOLAR STREETLIGHT BASE DETAIL

G3 PARK SOLAR STREETLIGHT
NTS

ARTERIAL SOLAR STREETLIGHT LEGEND:

1. LIGHT FIXTURE (GREENSHINE SUPERA: GS-LED-2900-T3-60W OR APPROVED EQUAL):
   - LUMINAIRE INPUT VOLTAGE: MANUFACTURER'S RECOMMENDATION
   - POWER CONSUMPTION: 60W
   - LUMEN OUTPUT: 7051 LUMENS
   - LED TYPE: MANUFACTURER'S RECOMMENDATION
   - COLOR TEMPERATURE: 3000 – 4000K
   - IES LIGHTING TYPE: TYPE III
   - MATERIAL: HIGH PRESSURE DIE-CAST ALUMINUM
   - LENS: 5MM TOUGHENED GLASS OPTICAL GRADE PMMA
   - IP CLASS: IP 65
   - INSULATION: CLASS I
   - OPERATING TEMPERATURE: -30°C~+50°C/-22°F~+122°F
   - CRI: +70
2. TWO (2) SOLAR PANELS (GREENSHINE SUPERA: 180W SOLAR PANEL, OR APPROVED EQUAL):
   - RATING POWER: 180W
   - PRODUCTION TOLERANCE: ±3%
   - MAXIMUM POWER VOLTAGE: 18.95V
   - MAXIMUM POWER CURRENT: 9.5A
   - OPEN CIRCUIT VOLTAGE: 22.74V
   - SHORT CIRCUIT CURRENT: 9.98A
   - FRAME: ANODIZED ALUMINUM, 4MM THICKNESS
   - DIMENSIONS: 58.5" x 27"
   - WEIGHT: 23.4LB
   - TEST TEMPERATURE: 25°C/77°F, 1000W/M², AIR MASS: 1.5
   - JUNCTION BOX/WIRING: IP65 JUNCTION BOX WITH 900MM CABLE WITH MC4 CONNECTORS
3. TWO (2) BATTERIES (GREENSHINE SUPERA: GS-GEL-H200, OR APPROVED EQUAL):
   - CELLS PER UNIT: 6
   - VOLTAGE PER UNIT: 12V
   - CAPACITY: 200AH @ 20HR-RATE TO 1.75V PER CELL @ 25°C/77°F
   - WEIGHT: 131.5LB
   - DIMENSIONS (LxWxH): 20.5"x9.44"x8.7"
   - MAX DISCHARGE CURRENT: 2000A (5 SEC)
   - OPERATING TEMPERATURE RANGE: -40°C~+60°C/-40°F~+140°F
   - FLOAT CHARGING VOLTAGE: 13.6 TO 13.8 VDC/UNIT AVERAGE AT 25°C/77°F
   - RECOMMENDED MAXIMUM CHARGING CURRENT: 40A
   - SELF-DISCHARGE: VALVE REGULATED LEAD ACID CAN BE STORED FOR MORE THAN 6 MONTHS AT 25°C/77°F. SELF DISCHARGE RATIO LESS THAN 3% PER MONTH AT 25°C/77°F. PLEASE CHARGE BATTERIES BEFORE USING.
   - EQUALIZATION AND CYCLE SERVICE: 14.6 TO 14.8 VDC/UNIT AVERAGE AT 25°C/77°F
   - TERMINAL TYPE: 5' COOPER WIRE LEADS FROM BATTERY CASE
4. CONTROLLER (GREENSHINE SUPERA: CONTROLLER, OR APPROVED EQUAL):
   - SYSTEM VOLTAGE: AUTO RECOGNITION
   - MAX. CHARGE/LOAD CURRENT: MANUFACTURER'S RECOMMENDATION
   1. DEEP DISCHARGE PROTECTION:
      - CUT-OFF VOLTAGE: 11V ~ 12V/22V ~ 24V
      - RECONNECT LEVEL: 12.8V/25.6V
      - OVERVOLTAGE PROTECTION: 15.5V/31.0V
      - UNDERVOLTAGE PROTECTION: 10.5V/21V
      - MAX. PANEL VOLTAGE: U_{open}=30V (IF MODULE AND BATTERY ARE CONNECTED WITH CORRECT POLARITY)
      - TEMPERATURE COMPENSATION: -25mV/K AT 12V
      - CHARGE VOLTAGE: -50mV/K AT 24V
      - AMBIENT TEMPERATURE: -40°C~+60°C/-40°F~+140°F
      - MAX. ALTITUDE: 13,000' ABOVE SEA LEVEL
      - BATTERY TYPE: LEAD ACID (GEL, AGM, FLOODED)
   2. ADJUSTMENT RANGE:
      - EVENING/MORNING HOURS: 0~15H/0~14H
      - NIGHT/DAY DETECTION: 2.5V~10V
      - WIRE CROSS SECTION: 1.5MM²/1.5MM²/2.5MM².15(AWG)
      - TYPE OF PROTECTION: IP68 (1.5M 72H)

DECORATIVE SOLAR STREETLIGHT LEGEND:

1. LIGHT FIXTURE (GREENSHINE LUMINA: GS-LED-L30-T3-60W OR APPROVED EQUAL):
   - LUMINAIRE INPUT VOLTAGE: MANUFACTURER'S RECOMMENDATION
   - POWER CONSUMPTION: 60W
   - LUMEN OUTPUT: 6187 LUMENS
   - LED TYPE: MANUFACTURER'S RECOMMENDATION
   - COLOR TEMPERATURE: 3000 – 4000K
   - IES LIGHTING TYPE: TYPE III
   - MATERIAL: HIGH PRESSURE DIE-CAST ALUMINUM
   - LENS: 5MM TOUGHENED GLASS OPTICAL GRADE PMMA
   - IP CLASS: IP 65
   - INSULATION: CLASS I
   - OPERATING TEMPERATURE: -30°C~+50°C/-22°F~+122°F
   - CRI: +70
2. TWO (2) SOLAR PANELS (GREENSHINE LUMINA: 180W SOLAR PANEL, OR APPROVED EQUAL):
   - RATING POWER: 180W
   - PRODUCTION TOLERANCE: ±3%
   - MAXIMUM POWER VOLTAGE: 18.95V
   - MAXIMUM POWER CURRENT: 9.0A
   - OPEN CIRCUIT VOLTAGE: 22.74V
   - SHORT CIRCUIT CURRENT: 9.98A
   - FRAME: ANODIZED ALUMINUM, 4MM THICKNESS
   - DIMENSIONS: 58.5" x 27"
   - WEIGHT: 23.4LB
   - TEST TEMPERATURE: 25°C/77°F, 1000W/M², AIR MASS: 1.5
   - JUNCTION BOX/WIRING: IP65 JUNCTION BOX WITH 900MM CABLE WITH MC4 CONNECTORS
3. TWO (2) BATTERIES (GREENSHINE LUMINA: GS-GEL-H200, OR APPROVED EQUAL):
   - CELLS PER UNIT: 6
   - VOLTAGE PER UNIT: 12V
   - CAPACITY: 200AH @ 20HR-RATE TO 1.75V PER CELL @ 25°C/77°F
   - WEIGHT: 131.5LB
   - DIMENSIONS (LxWxH): 20.5"x9.44"x8.7"
   - MAX DISCHARGE CURRENT: 2000A (5 SEC)
   - OPERATING TEMPERATURE RANGE: -40°C~+60°C/-40°F~+140°F
   - FLOAT CHARGING VOLTAGE: 13.6 TO 13.8 VDC/UNIT AVERAGE AT 25°C/77°F
   - RECOMMENDED MAXIMUM CHARGING CURRENT: 40A
   - SELF-DISCHARGE: VALVE REGULATED LEAD ACID CAN BE STORED FOR MORE THAN 6 MONTHS AT 25°C/77°F. SELF DISCHARGE RATIO LESS THAN 3% PER MONTH AT 25°C/77°F. PLEASE CHARGE BATTERIES BEFORE USING.
   - EQUALIZATION AND CYCLE SERVICE: 14.6 TO 14.8 VDC/UNIT AVERAGE AT 25°C/77°F
   - TERMINAL TYPE: 5' COOPER WIRE LEADS FROM BATTERY CASE
4. CONTROLLER (GREENSHINE LUMINA: CONTROLLER OR APPROVED EQUAL):
   - SYSTEM VOLTAGE: AUTO RECOGNITION
   - MAX. CHARGE/LOAD CURRENT: MANUFACTURER'S RECOMMENDATION
   1. DEEP DISCHARGE PROTECTION:
      - CUT-OFF VOLTAGE: 11V ~ 12V/22V ~ 24V
      - RECONNECT LEVEL: 12.8V/25.6V
      - OVERVOLTAGE PROTECTION: 15.5V/31.0V
      - UNDERVOLTAGE PROTECTION: 10.5V/21V
      - MAX. PANEL VOLTAGE: U_{open}=30V (IF MODULE AND BATTERY ARE CONNECTED WITH CORRECT POLARITY)
      - TEMPERATURE COMPENSATION: -25mV/K AT 12V
      - CHARGE VOLTAGE: -50mV/K AT 24V
      - AMBIENT TEMPERATURE: -40°C~+60°C/-40°F~+140°F
      - MAX. ALTITUDE: 13,000' ABOVE SEA LEVEL
      - BATTERY TYPE: LEAD ACID (GEL, AGM, FLOODED)
   2. ADJUSTMENT RANGE:
      - EVENING/MORNING HOURS: 0~15H/0~14H
      - NIGHT/DAY DETECTION: 2.5V~10V
      - WIRE CROSS SECTION: 1.5MM²/1.5MM²/2.5MM².15(AWG)
      - TYPE OF PROTECTION: IP68 (1.5M 72H)

PARK SOLAR STREETLIGHT LEGEND:

1. LIGHT FIXTURE (GREENSHINE LUMINA: GS-LED-L30-T3-30W OR APPROVED EQUAL):
   - LUMINAIRE INPUT VOLTAGE: MANUFACTURER'S RECOMMENDATION
   - POWER CONSUMPTION: 30W
   - LUMEN OUTPUT: 3281 LUMENS
   - COLOR TEMPERATURE: 3000 – 4000K
   - IES LIGHTING TYPE: TYPE III
   - MATERIAL: HIGH PRESSURE DIE-CAST ALUMINUM
   - LENS: 5MM TOUGHENED GLASS OPTICAL GRADE PMMA
   - IP CLASS: IP 65
   - INSULATION: CLASS I
   - OPERATING TEMPERATURE: -30°C~+50°C/-22°F~+122°F
   - CRI: +70
2. TWO (2) SOLAR PANELS (GREENSHINE LUMINA: 110W SOLAR PANEL, OR APPROVED EQUAL):
   - RATING POWER: 110W
   - PRODUCTION TOLERANCE: ±3%
   - MAXIMUM POWER VOLTAGE: 17.60V
   - MAXIMUM POWER CURRENT: 6.25A
   - OPEN CIRCUIT VOLTAGE: 21.7V
   - SHORT CIRCUIT CURRENT: 6.71A
   - FRAME: ANODIZED ALUMINUM, 4MM THICKNESS
   - DIMENSIONS: 47.5" x 27"
   - WEIGHT: 29.1LB
   - TEST TEMPERATURE: 25°C/77°F, 1000W/M², AIR MASS: 1.5
   - JUNCTION BOX/WIRING: IP65 JUNCTION BOX WITH 900MM CABLE WITH MC4 CONNECTORS
3. TWO (2) BATTERIES (GREENSHINE LUMINA: GS-GEL-H150, OR APPROVED EQUAL):
   - CELLS PER UNIT: 6
   - VOLTAGE PER UNIT: 12V
   - CAPACITY: 150AH @ 20HR-RATE TO 1.75V PER CELL @ 25°C/77°F
   - WEIGHT: 100LB
   - DIMENSIONS (LxWxH): 19"x6.7"x8.5"
   - MAX DISCHARGE CURRENT: 1500A (5 SEC)
   - OPERATING TEMPERATURE RANGE: -40°C~+60°C/-40°F~+140°F
   - FLOAT CHARGING VOLTAGE: 13.6 TO 13.8 VDC/UNIT AVERAGE AT 25°C/77°F
   - RECOMMENDED MAXIMUM CHARGING CURRENT: 30A
   - SELF-DISCHARGE: VALVE REGULATED LEAD ACID CAN BE STORED FOR MORE THAN 6 MONTHS AT 25°C/77°F. SELF DISCHARGE RATIO LESS THAN 3% PER MONTH AT 25°C/77°F. PLEASE CHARGE BATTERIES BEFORE USING.
   - EQUALIZATION AND CYCLE SERVICE: 14.6 TO 14.8 VDC/UNIT AVERAGE AT 25°C/77°F
   - TERMINAL TYPE: 5' COOPER WIRE LEADS FROM BATTERY CASE
4. CONTROLLER (GREENSHINE LUMINA: CONTROLLER OR APPROVED EQUAL):
   - SYSTEM VOLTAGE: AUTO RECOGNITION
   - MAX. CHARGE/LOAD CURRENT: MANUFACTURER'S RECOMMENDATION
   1. DEEP DISCHARGE PROTECTION:
      - CUT-OFF VOLTAGE: 11V ~ 12V/22V ~ 24V
      - RECONNECT LEVEL: 12.8V/25.6V
      - OVERVOLTAGE PROTECTION: 15.5V/31.0V
      - UNDERVOLTAGE PROTECTION: 10.5V/21V
      - MAX. PANEL VOLTAGE: U_{open}=30V (IF MODULE AND BATTERY ARE CONNECTED WITH CORRECT POLARITY)
      - TEMPERATURE COMPENSATION: -25mV/K AT 12V
      - CHARGE VOLTAGE: -50mV/K AT 24V
      - AMBIENT TEMPERATURE: -40°C~+60°C/-40°F~+140°F
      - MAX. ALTITUDE: 13,000' ABOVE SEA LEVEL
      - BATTERY TYPE: LEAD ACID (GEL, AGM, FLOODED)
   2. ADJUSTMENT RANGE:
      - EVENING/MORNING HOURS: 0~15H/0~14H
      - NIGHT/DAY DETECTION: 2.5V~10V
      - WIRE CROSS SECTION: 1.5MM²/1.5MM²/2.5MM².15(AWG)
      - TYPE OF PROTECTION: IP68 (1.5M 72H)

Ref. & Rev.

A 01/08/2021

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PROJECT TITLE
NORTH DINUBA INFRASTRUCTURE IMPROVEMENTS PROJECT

SHEET DESCRIPTION
STREETLIGHT DETAIL SHEET

Dr. By: TJ
Ch. By: JW
Date: 11/25/2020
Scale: As Noted
YH Job No. 19-314
Sheet No. 30
of 33 Sheets

CITY OF DINUBA
Together, A Better Community
CALIFORNIA • 1906

City Council Staff Report

Department: FIRE SERVICES | January 26, 2021

To: Mayor and City Council

From: Chad Thompson, Fire Chief

By: Jordan Webster, Fire Captain

Subject: COVID-19 Vaccination Progress Report (JORW)

RECOMMENDATION

Council to receive information update regarding COVID-19 Vaccination and provide direction as appropriate.

EXECUTIVE SUMMARY

The State the County have begun distribution of the Covid-19 vaccine. Tulare County Health and Human Services Agency has administered over 9,000 vaccinations, and 1.5 million vaccine shots have been administered throughout the state. The rate or speed of vaccinations is dictated by the available doses and the ever-changing criteria for distribution of the vaccine by the State of California. Staff continues to monitor and work closely with Tulare County on vaccination efforts.

OUTSTANDING ISSUES

No outstanding issues.

DISCUSSION

Background

On December 12, 2020 the US Food and Drug Administration authorized the first COVID-19 vaccine for emergency use in the United States. Shortly after a second vaccine was approved for emergency use. The state of California sets the guidelines for the distribution of the COVID-19 vaccine with the ultimate goal of vaccinating roughly 40 million Californians. Of the 4.1 million doses delivered to the state, approximately 1.5 million vaccines have been administered representing about 3.75 percent of the state's population.

Vaccination Schedule

Tulare County Health and Human Services prepared a vaccine schedule based on the state's guidance. The schedule is enclosed as Attachment 'A' and includes three phases (Phase IA, IB and IC) with three tiers. The County is currently in Tier 1 of Phase IA that focuses on high risk populations in health care as well as over 75 years of age. The County expects to move into the tiers 1 and 2 over the next few weeks as more doses become available. Again, the County has administered over 9,000 vaccine shots to date. However, this does not include other partners such as health clinics.

To complicate the County's efforts, the federal government and state have made changes to guidance that includes administering the vaccine to those 65 or older. This is based on the data that people over age 65 make up the majority of hospitalizations and nearly three-quarters of the COVID-19 deaths. The state has about 6 million people who are 65 and older, but has only received 2.8 million doses.

For the time being, individuals that are within the Phase IA can schedule an appointment to receive the vaccine by calling the County's 2-1-1 number. Unfortunately, the County has advised that due to the high volume of calls the public should expect delays in scheduling appointments. The County is now urging the public to utilize the Vaccine Interest Form which his available at https://Covid19.TulareCounty.ca.gov/covid-19-vaccine/. However, the state continues to make changes to the guidance in order to improve the delivery and administration of the Covid-19 vaccine. The state is expected to launch a text-and-email notification system so Californians can keep track of when they're eligible to sign up for their shot, according to the state's public health department. Tulare County HHSA will provide any updates or changes as they are received by the state.

Administration of Covid-19 Vaccine

The Dinuba Fire Department has assisted in administering vaccine shots at the request of the County at a mass vaccination event held at the Tulare Ag-Center on January 15th and 16th. Fire personnel administered over 300 shots over the two day vaccination event. In addition, the County is requesting to contract with Dinuba Fire Department to continue to provide assistance in administering vaccines throughout the County.

Social Media

The City has and will continue to post relevant updates on Covid-19 testing and vaccination efforts.

FISCAL IMPACT

No fiscal impact.

PUBLIC HEARING

None.

ATTACHMENTS:

A. Tulare County Covid-19 Vaccine Schedule

HHSA Public Health

TULARE COUNTY COVID-19 VACCINE SCHEDULE

Vaccinate Tulare

Together we can end the pandemic.

Currently there are limited supplies of vaccine. This information will be updated when supplies improve.

VACCINATING NOW

PHASE 1A

Persons at risk of exposure to SARS-CoV-2 through their work in any role in direct health care or long-term care settings.

TIER 1

- Acute care, psychiatric, and correctional facility hospital staff
- Skilled nursing facilities, assisted living facilities, special needs group living equivalent
- Paramedics, EMTs, and others providing emergency medical services
- Dialysis centers
- Residents in long-term care settings
- Staff of residential and inpatient substance abuse disorder treatment and mental health facilities

TIER 2

- Intermediate care facilities staff
- Home health care and in-home supportive services
- Community health workers, including promotoras
- Public health field staff
- Primary care clinics, including federally qualified health centers, rural health centers, correctional facility clinics, and urgent care clinics

TIER 3

- Specialty clinics (i.e., optometry, cardiology, neurology, outpatient, surgery, physical therapy, etc.)
- Laboratory workers
- Dental and other oral health clinics
- Pharmacy staff not working in settings at higher tiers
- Mortuary service industry

VACCINATING NEXT

PHASE 1B

- Persons aged 75 years and older
- Frontline essential workers

PHASE 1C

- Persons ages 65 to 74 years
- Other essential workers
- Persons ages 16 to 64 years with high-risk medical conditions

01/06/2021