



CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, January 14, 2020 / 6:30 PM / City Hall / 405 East El Monte Way, Dinuba

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

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

1. OPENING CEREMONIES

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

2. AGENDA CHANGES OR DELETIONS

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

3. REQUEST TO ADDRESS COUNCIL

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

4. CONSENT CALENDAR

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

4.1. SUBJECT

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

RECOMMENDATION

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

4.2. SUBJECT

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

RECOMMENDATION

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

4.3. SUBJECT

Revised Towing Service Agreement (DP)

RECOMMENDATION

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

4.4. SUBJECT

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

RECOMMENDATION

Council to review and approve the meeting minutes as presented.

4.5. SUBJECT

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

RECOMMENDATION

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

4.6. SUBJECT

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

RECOMMENDATION

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

4.7. SUBJECT

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

RECOMMENDATION

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

4.8. SUBJECT

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

RECOMMENDATION

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

4.9. SUBJECT

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

RECOMMENDATION

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

1. Approves the right of way agreements with Agustin Cardenas, Fadhle Naig Mohsin, Francisco J. Morfin, Ciro and Rose E. Sandoval, Reyna R. Rivera and Emilio Camacho Rivera, William R. McEowen & Denise A. McEowen, Santiago and Maria Calvo, and Humberto and Margaret Venegas;
2. Authorizes the City Manager or designee to sign agreements on behalf of the City for acquisition of Easements for Public Street and Utility purposes and open escrow for the sales;
3. Accepts the Right-of-Way dedications for Public Street, Utility, and Temporary Construction purposes at the same properties.

4.10. SUBJECT

Request for Donation from the Western Regional Vietnam Memorial Wall Foundation

RECOMMENDATION

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

4.11. SUBJECT

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

RECOMMENDATION

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

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

5. WARRANT REGISTER

5.1. SUBJECT

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

RECOMMENDATION

Council to review and approve the warrant register as presented.

6. PUBLIC HEARING

6.1. SUBJECT

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

RECOMMENDATION

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

6.2. SUBJECT

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

RECOMMENDATION

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

1. Approve Ordinance No. 2020-01 adopting the 2019 edition of the California Fire Code with local amendments, and
2. Schedule second reading and adoption of Ordinance No. 2020-01 for January 28, 2020.

6.3. SUBJECT

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

RECOMMENDATION

Council hold a public hearing and solicit public comment on the selection of

potential projects or activities for the 2020 Community Development Block Grant (CDBG) Program.

7. DEPARTMENT REPORTS

7.1. SUBJECT

Strategic Goals Update for 2019 (LP)

RECOMMENDATION

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

8. MAYOR/COUNCIL REPORTS

9. CITY MANAGER COMMUNICATIONS

10. CITY STAFF COMMUNICATIONS

11. CLOSED SESSION

11.1. Conference with Labor Negotiators (MM)

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

Employee Organizations: Employee Association; Police Association.

11.2. Conference With Real Property Negotiators (DJ)

Pursuant to GC Section 54956.8; Property: APNs 017-280-020 & 017-280-002

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

Under Negotiation: Terms of sale.

12. ADJOURNMENT

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

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

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



City Council Staff Report

Department: ENGINEER/PLANNING

January 14, 2020

To: Mayor and City Council

From: Jason Watts, City Engineer

By: Elva Patino, Fiscal Analyst II

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

RECOMMENDATION

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

EXECUTIVE SUMMARY

On May 28, 2019, the City Council approved award of the Dinuba Green Median Improvements Project to Clean Cut Landscape, Inc. in the amount of \$374,629.00 which included Add Alternate #1. Additive Alternate #1 consisted of leaving a one foot strip of stamped concrete along the border of each median island. This project was completed on January 6, 2020 and required one change order in the amount of \$22,931.24. The total amount of the project was \$397,560.24. Following Council acceptance, staff will file the Notice of Completion with the Tulare County Recorder's office.

OUTSTANDING ISSUES

None.

DISCUSSION

In an effort to mitigate carbon emission impacts created by expanded transportation facilities, the City applied for and was subsequently awarded \$412,250 from the Environmental Enhancement and Mitigation Program (EEMP) to install landscaping in the raised medians along Alta Avenue and El Monte Way.

The project consisted of the removal of stamped concrete, grading, installation of landscape and irrigation, and installation of rocks on the median islands along El Monte Way and Alta Avenue. Aside from improving air quality, the project beautifies the medians and enhances the visual character of these major transportation corridors.

The final inspections of the project were performed by the Public Improvements Inspector on January 6, 2020 and confirmed that the work was completed consistent with the approved plans and specifications. Pursuant to industry standards a 5% contract retention was withheld on all invoices received. Payment of this retention will be released 35 days after the Notice of Completion is recorded with the Tulare County Recorder's Office. A copy of the NOC is enclosed herein as Attachment 'A'.

FISCAL IMPACT

There is no cost associated with filing the Notice of Completion. The project was funded with EEMP and local funds.

PUBLIC HEARING

None.

ATTACHMENTS:

A. Notice of Completion

RECORDING REQUESTED
AND RETURN TO:

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

No Fee per Government Code 6103

NOTICE OF COMPLETION

NOTICE IS HERE BY GIVEN:

1. That the City of Dinuba, a Municipal Corporation, whose address is 405 E. El Monte Way, Dinuba, California, is the owner of the real property, public works or structure hereinafter described.
2. That on the 6th of January 2020, a work of improvements on real property hereinafter described was completed pursuant to a Contract to which Chapter 5 of Part I of Division 5, of the Public Contract Code applies.
3. That the name of the Contractor who performed said work of improvements pursuant to said Contract with the City of Dinuba is Clean Cut Landscape, Inc. surety The Guarantee Company of North America USA One Town Square, Suite 1470. Southfield, Michigan, 48076
4. That the real property or public works or structure is described as follows:

**City of Dinuba
Dinuba Green Median Improvements Project**

The project consisted of the removal of stamped concrete, grading, installation of landscape and irrigation, and the installation of rocks on the median islands along El Monte Way from west of Road 68 to Alta Avenue and Alta Avenue from Franklin Way to Kamm Avenue.

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

Dated: _____, 2020

CITY OF DINUBA
A Municipal Corporation

By _____
Jason Watts, PE Dinuba City Engineer

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

STATE OF CALIFORNIA)
) SS
COUNTY OF TULARE)

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 2020, by Richard Hartley, Building Official 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: PUBLIC WORKS

January 14, 2020

To: Mayor and City Council

From: Ismael Hernandez, Public Works Director

By: George Avila, Business Manager

Subject: Resolution No. 2020-03 Authorizing Submittal of an Application for 2019 HOME Program Grant Funding (IH)

RECOMMENDATION

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

EXECUTIVE SUMMARY

The City of Dinuba has been providing housing assistance to eligible residents since the early 1980s. Assistance is offered through the City's First Time Homebuyer and Housing Rehabilitation Programs. These Programs are funded with State and Federal grants. The State's Home Investment Partnership (HOME) Program has issued a Notice of Funding Availability (NOFA) and the City is eligible to apply for up to \$700,000.

OUTSTANDING ISSUES

None.

DISCUSSION

The California Department of Housing and Community Development (HCD) is authorized to allocate Home Investment Partnerships (HOME) Program funds made available from the US Department of Housing and Urban Development (HUD). HOME funds are to be used for the purposes set forth in Title II of the

Cranston-Gonzales National Affordable Housing Act of 1990, in federal implementing regulations set forth in Title 24 of the Code of Federal Regulations.

On October 31, 2019 HCD issued a Notice of Funding Availability (NOFA) announcing the availability of funds under the HOME Program. Eligible activities include rental projects, first-time homebuyer projects, owner-occupied housing rehabilitation program activity, and first-time homebuyer assistance program activity. Applications are due January 22, 2020 and awards are expected to be announced sometime in the Spring.

In order to apply the State requires the City Council to adopt an authorizing resolution, attached herein as Attachment 'A'. If funded, the City of Dinuba would offer assistance in the form of deferred payment loans to very-low and low-income first-time homebuyers in need of gap financing (down payment and closing costs assistance) and owner-occupants in need of housing rehabilitation (correcting safety hazards and code violations). If authorized, staff intends to apply for \$350,000 for each Housing Program for a total of \$700,000 that will assist a total of approximately 8 households (Five First-Time Homebuyer and Three Housing Rehabilitation).

FISCAL IMPACT

If the City is awarded the subject grant funds, all implementing costs will be covered. The City would not be required to pay any money out-of-pocket for Program costs. The cost to prepare the grant application is \$3,000 and will be paid for out of local housing funds.

PUBLIC HEARING

None.

ATTACHMENTS:

A. Ordinance Number 2020-03

RESOLUTION NO. 2020-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA APPROVING SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE HOME INVESTMENT PARTNERSHIPS PROGRAM; AND IF SELECTED, THE EXECUTION OF A STANDARD AGREEMENT, ANY AMENDMENTS THERETO, AND OF ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE PROGRAM.

WHEREAS, the California Department of Housing and Community Development (the "Department") is authorized to allocate HOME Investment Partnerships Program ("HOME") funds made available from the U.S. Department of Housing and Urban Development ("HUD"). HOME funds are to be used for the purposes set forth in Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, in federal implementing regulations set forth in Title 24 of the Code of Federal Regulations, part 92, and in Title 25 of the California Code of Regulations commencing with section 8200.

WHEREAS, on October 31, 2019, the Department issued a Notice of Funding Availability announcing the availability of funds under the HOME program (the "NOFA").

WHEREAS, in response to the October 2019 HOME NOFA, the City of Dinuba, a municipal corporation, desires to apply to the Department for, and receive an allocation of HOME funds in the amount of \$700,000.

NOW THEREFORE BE IT RESOLVED THAT, the City of Dinuba shall submit to the Department an application to participate in the HOME Program in response to the NOFA issued on October 31, 2019, which will request a funding allocation of \$700,000 for Owner-Occupied Rehabilitation and First-Time Homebuyer Mortgage Assistance activities within the City limits of Dinuba.

NOW THEREFORE BE IT RESOLVED THAT, if the application for funding is approved, the City of Dinuba hereby agrees to use the HOME funds for eligible activities in the manner presented in the application as approved by the Department and in accordance with the statutes and regulations cited above. The City of Dinuba may also execute a Standard Agreement, any amendments thereto, and any and all other documents or instruments necessary or required by the Department or HUD for participation in the HOME program (collectively, the required documents).

NOW THEREFORE BE IT RESOLVED THAT, the City of Dinuba authorizes the City Manager or Public Works Director, or designees, to execute in the name of the City of Dinuba, the required documents and any amendments thereto.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Dinuba held on the 14th day of January, 2020, by the following VOTE:

AYES:

NAYS:

ABSTAIN:

ABSENT:

ATTEST:

Kuldip Thusu, Mayor

Linda Barkley, City Clerk



City Council Staff Report

Department: POLICE SERVICES

January 14, 2020

To: Mayor and City Council
From: Devon Popovich, Chief of Police
By: Luz Torres, Administrative Assistant
Subject: Revised Towing Service Agreement (DP)

RECOMMENDATION

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

EXECUTIVE SUMMARY

The existing rotational tow agreement was reviewed and revised to be more specific to meet the City and towing operators standards. The agreement will be effective for three years, commencing in year 2020, and can be extended from year to year at the discretion of the Chief of Police or designee.

OUTSTANDING ISSUES

None.

DISCUSSION

In September of 2003, the City of Dinuba established a towing service agreement setting forth procedures for towing companies interested in participating in the Dinuba Police Department Rotational Tow Program. The agreement established the fees for towing and storage of vehicles that participating towing companies may charge for services.

The towing agreement was last update in 2009. Staff determined that the agreement was due for an update to meet the city and operator's standards. The participating towing companies are Allstar Towing, Evans Towing and Salinas Towing.

The revised agreement was provided to all three current tow companies and one potential tow company for review and comments. None of the tow companies had any comments or recommended any changes to the revised agreement. A copy of the new towing service agreement is enclosed herein as Attachment 'A'.

FISCAL IMPACT

None.

PUBLIC HEARING

None.

ATTACHMENTS:

A. Towing Service Agreement 2020-2023

2020-2023 TOWING SERVICES AGREEMENT

THIS 2020-2023 TOWING SERVICES AGREEMENT ("TSA") contains terms and conditions that a tow operator agrees to comply with in order to receive and maintain a tow rotation listing with the City of Dinuba (CITY") Dinuba Police Department ("DPD"). Participation in the DPD LIST is voluntary and is not intended to be a main source of income for participants. An operator, by agreeing to participate in the LIST, does not establish a contractual relationship with the CITY or the DPD and is not acting as an agent for the CITY or the DPD when performing services under the TSA. Exception to compliance with the TSA shall not be authorized by any verbal agreement. Any exceptions shall be documented as a written addendum to the TSA, with justification, and shall have the approval of the DPD Police Chief.

A. TERM OF AGREEMENT:

1. This AGREEMENT shall be effective for three (3) years from the date last set forth on the signature page of this AGREEMENT.
2. The term of this AGREEMENT may be extended from year to year at the discretion of DPD Police Chief or designee. Such extension shall be in a writing (e.g. a letter or notice to OPERATOR) executed by the Chief of Police or designee.
3. This AGREEMENT may be terminated without cause upon fifteen (15) days prior written notice by the CITY or OPERATOR. If OPERATOR fails to perform any of its material obligations under this AGREEMENT, the CITY may terminate this AGREEMENT immediately upon written notice to the OPERATOR.
4. This AGREEMENT pertains to general towing services utilizing Class A-D tow trucks only. However, nothing in this AGREEMENT shall limit or prohibit CITY, in its sole discretion, from retaining the services or extending the terms of this AGREEMENT to a person or company providing specialized equipment or services.

B. AUTHORITY:

1. The CITY has the sole discretion to determine the OPERATOR's ability to comply with the minimum requirements to qualify to be an eligible provider of tow services from the LIST.
2. The CITY has the sole discretion to determine the number of OPERATORS needed for the LIST based on the current needs of the CITY.
3. The CITY has the sole discretion to approve or reject an application for a driver's permit as required pursuant to this AGREEMENT.
4. The CITY has the sole discretion to suspend or revoke a driver's permit as required pursuant to this AGREEMENT.
5. The CITY has the sole discretion to determine the reasonableness of and OPERATOR's submitted rates for tow services and storage fees.

6. The CITY has the sole discretion to determine whether OPERATOR's storage facilities are adequate and provide adequate security for vehicles and property stored in the facility.

C. MINIMUM REQUIREMENTS:

1. OPERATORS:

- a. OPERATORS on the LISTS shall have a minimum of three (3) years verifiable for-hire towing experience as an owner of a towing company or service.
- b. Towing operators who do not meet the three (3) years verifiable for-hire experience as an owner of a towing company or service may be considered if a full-time manager is employed by the towing operator who possesses three (3) years verifiable for-hire experience, as an owner or full-time manager. For the purposes of this subsection, the term "manager" shall mean any person who supervises, manages, directs, organizes, controls or in any other way is responsible for or in charge of the overall operation, conduct or activities of the towing company. If such manager ceases to be employed by the towing company, this AGREEMENT shall be suspended until a new manager is approved by CITY.

2. TOW EQUIPMENT:

- a. All tow trucks used hereunder by OPERATOR shall comply with all provisions of the California Vehicle Code that apply and shall meet or exceed the standards set forth in the CVC 2348 Tow Truck Inspection Guide. At all times during the term of this AGREEMENT, OPERATOR shall have a minimum of two (2) serviceable tow trucks, at least one (1) of which shall be a recovery truck, at least one (1) other a car-carrier.
- b. Signs: All tow trucks shall display signs on both sides of the truck specifying the OPERATOR's company name, business address, and telephone number. The signs shall be permanently affixed to the truck. The letters and numbers of the sign shall not be less than two (2) inches in height and shall be of a contrasting color to the background upon which they are placed as required by California Vehicle Code Section 27907.
- c. Color: Tow trucks shall be uniformly painted with the same company color and logotype. OPERATOR may have tow trucks in its fleet with specialty detail paint; however, the copy logotype on any such vehicle must be readily identifiable and visible to the public.

3. DRIVERS AND PERSONNEL:

- a. OPERATOR's tow truck drivers shall be properly licensed by the State of California (i.e. minimum Class A or C), shall be at least eighteen (18) years of age and shall have a minimum of six (6) months experience as a towing operator or, alternatively, not less than three (3) months of such experience plus successful completion of the "Light Duty Level I" training certificate issued by the California Tow Truck Association, or comparable training provided by the California State Automobile Association, TRAA, Prometric or other training program meeting the standards established by the California Highway Patrol.

- b. OPERATOR shall ensure that tow truck drivers responding to calls initiated by CITY are qualified and competent employees of his/her company. OPERATOR shall ensure that the tow truck drivers are trained and proficient in the use of the tow truck and related equipment, including, but not limited to, the procedures necessary for the safe towing and recovery of the various types of vehicles serviced through CITY's LIST.
- c. OPERATOR shall ensure that its tow truck drivers and other personnel responding to CITY-generated calls for service shall present an image and personal appearance that instills confidence in the general public. This shall include, but not be limited to:
 - 1) Tow truck drivers and other personnel must wear jackets or shirts bearing their company's logotype or name. The logotype or name shall be of a size and in a location that is clearly visible to the public. (T-shirts, long sleeve shirts, button up or zip up jackets or short-sleeve shirts are acceptable). Shirts shall not be worn unbuttoned or unzipped. Tow truck drivers and other personnel shall present a neat and clean personal appearance consistent with good grooming and personal hygiene standards.
 - 2) Tow truck drivers and other personnel must wear clothing appropriate for the job being performed. Police Department personnel shall have the discretion to determine if the individual's clothing and appearance satisfies these minimum standards of appearance (e.g. safe shoes, appropriate shirt, etc.)
- d. OPERATOR shall maintain a current list of tow truck drivers and shall provide such list to CITY's Police Department as provided in this subsection. OPERATOR shall have at least one (1) full-time/part-time employees who are qualified as provided in Section 3 (a).
 - 1) At the time of execution of this AGREEMENT, OPERATOR shall provide a current list of his/her tow truck drivers to DPD. Thereafter, OPERATOR shall notify the DPD of any change in driver status, including the addition of any new driver(s), or the deletion of any driver(s). An updated written list shall be provided to DPD within seven (7) calendar days of any change in driver status.
 - 2) OPERATOR shall, at a minimum, maintain and provide to DPD the following information for each employee:
 - Full name
 - Date of birth
 - California Driver License Number
 - Job title/description
 - Current home address
 - Current home phone number

4. STORAGE FACILITIES:

- a. OPERATOR's storage facility shall be located within the Dinuba City limits.
- b. OPERATOR's storage facility shall provide adequate storage space for vehicles that are towed pursuant to this AGREEMENT for the term of this AGREEMENT.

- c. OPERATOR shall be responsible for the security of stored vehicles and property at OPERATOR's place of storage. Provisions for the security of vehicles and property at the place of storage shall be provided to the satisfaction of DPD.
- d. OPERATOR shall also be responsible for the reasonable care, safekeeping and control of any property contained in towed or stored vehicles.
- e. OPERATOR shall maintain an outdoor storage facility which shall be enclosed by a permanently secured fence or wall measuring not less than six (6) feet in height, which shall be topped with barbed wire or similar security device conforming to local ordinances, rules, and regulations. Cyclone fencing shall have properly fitted slats of the same color, which prevents public viewing of stored vehicles.
- f. OPERATOR shall also maintain security system /devices and video surveillance, conforming to local ordinances, rules, and regulations.
- g. OPERATOR shall prepare a written record of any property removed from a stored vehicle prior to taking the vehicle to another place for storage. OPERATOR shall maintain the original record with its business records and shall place a true and correct copy of the record in a safe location in the stored vehicle.
- h. OPERATOR shall not change the location of its storage facility(ies) specified in its application for inclusion on the LISTS without first notifying and obtaining the prior written approval from DPD.
- i. Any storage facility(ies) with a dirt easement will provide and maintain landscaping to CITY standards.

5. BUSINESS OFFICE:

- a. OPERATOR's business office shall have a sign that clearly identifies to the public that the business is a towing service provider. The letters, numbers, symbols, or words on the sign identifying the business shall be clearly visible from the street and shall be illuminated to be visible after daylight.
- b. OPERATOR shall maintain the business office within the Dinuba City limits.
 - 1) The office shall be equipped with a telephone having a separate telephone number/line for the towing business.
 - 2) The office shall be sufficiently staffed to answer the telephone and to allow customers to talk face-to-face with a tow company's owner, manager, or employee during normal business hours, as defined in Subsection 5 (c), below.
 - 3) The office shall be operated in a way that permits vehicle owners or their agents to pay and arrange for the recovery of their towed vehicle (i.e. after making payment, the owner or agent can go directly to OPERATOR's tow facility without delay to reclaim the vehicle). OPERATOR acknowledges the provisions of Section 22651.1 of the California Vehicle Code and agrees to comply with the provisions thereof, which

includes the requirement to accept a valid bank credit card in payment for towing and storage fees.

- 4) OPERATOR shall immediately notify CITY's Police Department in writing of any change of address or location of OPERATOR's business office.
- c. For the purpose of this AGREEMENT, "normal business hours" shall be, at a minimum, 8 a.m. to 5 p.m., Mondays through Fridays, except for the following State holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, day after Thanksgiving Day, and Christmas Day.
6. OPERATOR's business hours shall be posted in plain view to the public at OPERATOR's business office.
7. If OPERATOR's place of business shall be sufficiently staffed so as to remain open during the lunch hour.
8. OPERATOR's employees shall be properly trained to conduct business transactions related to towing, storage and release of vehicles/property.

D. SCOPE OF WORK:

1. STANDARD OF PERFORMANCE:

- a. OPERATOR shall perform all services required pursuant to this AGREEMENT in the manner and according to the standards observed by a competent practitioner of the business in which OPERATOR is engaged in the geographical area in which OPERATOR practices including, but not limited to, safe practices in the recovery and towing of vehicles, and appropriate use of all equipment.
- b. OPERATOR's failure to comply with these requirements and/or any laws, ordinances, codes or regulations of the federal, state, or local governments applicable to OPERATOR's business shall be a material breach of this AGREEMENT and grounds for immediate termination of this AGREEMENT by CITY.
- c. OPERATOR shall devote such time, energy, and expense as may be reasonably necessary for the satisfactory performance of OPERATOR's obligations required by this AGREEMENT.
- d. OPERATOR shall provide the best quality service possible to all customers and to CITY.

2. ROTATION LISTS:

- a. Requests for towing services shall be made from the LIST on a rotational basis. A call for towing services by DPD to OPERATOR shall constitute one (1) turn and OPERATOR will then be moved to the bottom of that respective LIST.

- b. A call to an OPERATOR who fails to or is unable to respond to a call for any reason, such as failure to answer telephone, unable to respond, unable to perform the requested service, or call is canceled due to excessive response time will be considered a turn on the LIST.
- c. If DPD determines that OPERATOR's services are not needed and cancels a call for service up to and including arrival at the scene and stand-by time if hook-up or service has not begun by OPERATOR, there shall be no charges assessed by OPERATOR and OPERATOR will be retained at the top of the LIST until called again.
- d. Following arrival at the scene or incident, if hook-up or service has begun by OPERATOR and is canceled by the vehicle owner or his/her agent, OPERATOR's charge to the vehicle owner shall be no more than one half (1/2) of the normal towing charge.
- e. If additional tow operators are called to the same scene or incident, distribution of the vehicles to be towed shall be made at the sole discretion of the CITY.
- f. There may be times when the tow operator/driver assigned the initial call require assistance from an additional operator/driver. Such a request shall be routed through CITY.
- g. The CITY will request a specific tow operator when, in CITY's sole discretion, the necessary resources to clear a hazard are not available from the tow operator currently at the top of the LIST. In such an instance, the selected tow operator would then go to the bottom of the LIST and those tow operator(s) that were bypassed would remain in the same LIST order.

3. TOW SERVICES:

- a. OPERATOR shall be available on a twenty-four (24) hour, seven (7) days-a-week basis. OPERATOR shall have a minimum of two (2) complete towing vehicles or units in operating condition at all times during the term of this AGREEMENT.
- b. Response time shall not exceed twenty (20) minutes from receipt of a call for service under normal circumstances between the hours of 7 a.m. to 7 p.m. and twenty-five (25) minutes from receipt of a call for service under normal circumstances between the hours of 7 p.m. to 7 a.m. If OPERATOR is unable to immediately dispatch a towing vehicle or unit in response to a CITY-generated call, OPERATOR shall immediately notify DPD dispatcher of such inability.
- c. OPERATOR shall only use tow vehicles or units that have passed safety inspections conducted by CITY's Police Department or the California Highway Patrol when responding to a CITY-generated call for service. Such vehicles shall also comply with the provisions of Sections 24605, 25253, 25300, 27700, and 27907 of the California Vehicle Code and all other applicable safety laws, rules and regulations.

- d. Only authorized tow truck personnel and equipment shall respond to a CITY call (e.g., tow truck driver bringing girlfriend, children, or their dog or other pet, is not allowed). There shall be no additional charge for any personnel or equipment that is not necessary to perform the required service.
- e. OPERATOR's failure to respond within the maximum response time requirements of this AGREEMENT shall be a material breach of this AGREEMENT and grounds for immediate termination of this AGREEMENT by CITY.
- f. DPD may take immediate action for any failure by OPERATOR to respond within the maximum response times specified in this AGREEMENT.
- g. When OPERATOR knows it will be temporarily unavailable to provide towing services due to a preplanned/scheduled activity, e.g. vacation, maintenance, medical leave, etc., OPERATOR shall notify CITY's Police Department of such unavailability and the duration thereof not less than twenty-four (24) hours prior to the commencement of such unavailability.
- h. OPERATOR and/or his/her employee(s) responding to a CITY generated call for towing service shall provide such service. However, a law enforcement officer at the scene may waive this requirement if such officer determines that OPERATOR's equipment cannot adequately provide the needed service.
- i. OPERATOR shall be responsible for the removal of any debris and/or fluids from the scene of a CITY-generated call for service. Hazardous wastes shall be removed, handled, and disposed of in the manner prescribed by state and local law. Normal household wastes, however, such as paint, pesticides, automotive fluids (e.g. brake, transmission, and power steering fluids) and tires may be disposed of pursuant to procedures established by CITY's Public Works Department, if any. OPERATOR's failure or refusal to comply with this provision shall be a material breach of this AGREEMENT and grounds for immediate termination of this AGREEMENT by CITY.
- j. OPERATOR shall provide the services specified in this AGREEMENT whenever requested to do so by CITY's representative or agent. All services performed under this AGREEMENT are considered to be of an emergency nature and must be promptly provided by OPERATOR. When responding to a call for service, OPERATOR shall take the quickest route to the location where the service is to be performed. "Dry runs", charges for unclaimed abandoned vehicles, and charges for disposal of trailers or campers shall be absorbed by OPERATOR.
- k. CITY's representative at the scene may direct an OPERATOR to move vehicles in order to clear a roadway or to facilitate emergency operations. OPERATOR agrees to promptly comply with such direction and will provide the requested assistance. OPERATOR is prohibited from responding to a call assigned by CITY to another tow operator, or reassigning a call to another operator, unless requested to do so by CITY's authorized representative.

- I. OPERATOR shall comply with the instructions of Form CHP 180 issued at the time of the tow. CITY, through its officers, agents or employees, shall insert in form CHP 180 the appropriate California Vehicle Code Sections and shall include in the "Remarks" portion of said form instructions to the OPERATOR written in plain, simple English.

4. JUNK SLIPS:

- a. CITY's Police Department Traffic Division will be responsible for issuing junk slips for tows requested by CITY's Police Department. Upon receipt of a form CHP 180 by the Records Division, a Records Clerk will analyze the CHP 180 form and, if he or she determines that a junk slip is warranted, will complete and mail the junk slip to OPERATOR's address specified in Section P of this AGREEMENT.
- b. A CITY Police Department Traffic Community Service Officer will be responsible for issuing and delivering junk slips to OPERATOR for tows requested by CITY. Values placed on junked vehicles will be determined by the Designated Towing Officer at the time of the tow.
- c. Any attempt by OPERATOR, its employees, agents, or representatives to persuade, influence, intimidate or become argumentative towards a CITY officer, agent or employee responsible for issuing a junk slip shall be a material breach of this AGREEMENT and grounds for immediate termination of this AGREEMENT by CITY.

5. BUSINESS AND RECORDS:

- a. The release of vehicles shall be conducted in accordance with CITY's Police Department procedures. Vehicles towed by the Police Department pursuant to the provisions of the California Vehicle Code when a CHP 180 form and report number has been issued shall not be released until the appropriate release form has been issued by CITY's Police Department.
- b. OPERATOR shall possess a valid City of Dinuba business license throughout the term of this AGREEMENT and shall post such license in plain view to the public at OPERATOR's business office.
- c. OPERATOR's business office shall maintain records of all tow services furnished under this AGREEMENT, including a description of the towed vehicle, nature of the service provided, amount billed and collected, and the time, date and location of the service provided. Invoices shall contain the required itemization and notice pursuant to California Vehicle Code Section 22651.07. OPERATOR's business office shall additionally maintain records related to personnel, lien sale actions, non-CITY tows, and insurance. Such records shall be open to inspection by representative(s) of CITY without notice at any time during normal business hours and shall be maintained for a minimum of three (3) years from the expiration or termination date of this AGREEMENT. OPERATOR shall permit CITY to make copies of such records at OPERATOR's place of business, or to remove the records for the purpose of reproduction. CITY shall provide a receipt for any record removed from OPERATOR's place of business. OPERATOR's failure to comply with

these retention or inspection requirements shall be a material breach of this AGREEMENT and grounds for immediate termination of this AGREEMENT by CITY.

- d. Lien sales will be the sole responsibility of OPERATOR and all such sales shall be conducted in accordance with the applicable provisions of California law.

6. RATES:

- a. Fees charged for responding to calls for service initiated by CITY shall be reasonable and shall not exceed those fees charged by OPERATOR for similar services provided to other public agencies and other private entities and individuals.
 - 1) OPERATOR shall submit his/her rate proposal to the CITY at the annual tow meeting. The rate schedule may be modified as provided in Subsection D (6)(b), below.
 - 2) Reasonableness shall be determined as compared to the rates of other towing operators doing business in Tulare County. If CITY's inspector determines that a rate is excessive, OPERATOR shall be allowed to resubmit a revised rate schedule.
- b. OPERATOR may lower his/her approved rates upon seven (7) days prior written notice to DPD. When OPERATOR lowers his/her rates, these rates shall become the rates for the remaining term of this AGREEMENT. This provision does not apply to non-CITY generated calls for service.
- c. Fees charged for after-hours release of a towed vehicle shall be no more than one-half (1/2) OPERATOR's CITY-approved rate and shall only be charged if no person is available at OPERATOR's storage facility to release the vehicle and a call back of OPERATOR's personnel is required.
- d. Rates in excess of the CITY-approved rates for CITY-generated calls for service shall be a material breach of this AGREEMENT and grounds for immediate termination of this AGREEMENT by CITY.

7. STORAGE FEES:

- a. Fees charged for storage of vehicles and property resulting from calls for service initiated by CITY shall be reasonable and shall not exceed those fees charged by OPERATOR for similar services provided to other public agencies and other private entities and individuals.
- b. OPERATOR shall submit his/her storage fee proposal to the CITY at the annual tow meeting.
- c. Reasonableness shall be determined as compared to the rates of other towing operators doing business in Tulare County. If CITY's inspector determines that a rate is excessive, OPERATOR shall be allowed to resubmit a revised rate schedule.

- d. Vehicles stored twenty four (24) hours or less shall be charged no more than OPERATOR's rate for one (1) day storage. Each day thereafter, or portion thereof, may be charged as a full calendar day.
- e. Storage fees in excess of the CITY-approved rates for CITY-generated calls for service shall be a material breach of this AGREEMENT and grounds for immediate termination of this AGREEMENT by CITY.

8. DISPLAY OF RATES AND FEES:

- a. OPERATOR shall display in plain view to the public at all tow offices a sign displaying all towing, storage and release fees and charges then in effect, including, but not limited to, OPERATOR's maximum storage rate.
- b. The CITY-approved schedule of rates charged by OPERATOR shall be kept in each tow truck, and shall be presented upon demand to person(s) requiring towing services or his/her agent, or any law enforcement officer at the scene of the tow.

9. INSPECTIONS:

- a. DPD may conduct one (1) annual inspection of OPERATOR's tow trucks or units used in connection with providing the services hereunder, at no charge to OPERATOR. DPD may conduct additional inspections of OPERATOR's tow trucks and units during normal business hours without prior notice to OPERATOR. Tow trucks and units that have not been inspected and approved by DPD shall not be used to respond to a CITY generated call for towing services.
- b. DPD may conduct one (1) annual inspection of OPERATOR's business office and storage facility(ies) at no charge to OPERATOR. The Police Department may conduct additional inspections of OPERATOR's business office and storage facility(ies) during normal business hours without prior notice to OPERATOR. OPERATOR's failure to provide access to its business office and storage facility(ies) for inspection shall be a material breach of this AGREEMENT and grounds for immediate termination of this AGREEMENT by CITY.
- c. If OPERATOR's tow trucks or units, storage facility(ies), or business office do not pass the inspections specified above, DPD shall conduct one (1) re-inspection at no charge to OPERATOR. OPERATOR's failure to pass any such re-inspection shall be a material breach of this AGREEMENT and grounds for immediate termination of this AGREEMENT by CITY.

10. DEMEANOR AND CONDUCT:

- a. When providing the services required under this AGREEMENT, OPERATOR and his/her employee(s) shall refrain from any act(s) of misconduct, including, but not limited to, any of the following:

- 1) Rude or discourteous behavior.
 - 2) Lack of service, selective service, or refusal to provide service that OPERATOR or its employees are/should be capable of performing.
 - 3) Any act of sexual harassment or sexual impropriety.
 - 4) Unsafe driving practices.
 - 5) Exhibiting any objective symptoms of alcohol or drug use.
 - 6) Appearing at the scene of a CITY rotation tow call with the odor of alcohol emitting from his/her breath.
 - 7) Accepting or offering any gratuity pursuant to California Vehicle Code Section 12110.
- b. All CITY-related tow service complaints received by CITY concerning OPERATOR or his/her employee(s) will be investigated by CITY in a fair and impartial manner. OPERATOR will be notified of the results of any investigation. Following the investigation, CITY may initiate any action deemed appropriate by CITY in its sole discretion.
 - c. Should criminal charges be filed against OPERATOR, CITY may conduct its own investigation of such charges or assist the lead investigating agency in such investigation and, if deemed warranted by CITY, request prosecution of such charges.
 - d. OPERATOR's failure to comply with these requirements shall be a material breach of this AGREEMENT and grounds for immediate termination of this AGREEMENT by CITY.
 - e. Records of any breach of this Subsection 13 shall be retained by CITY's Police Department for not less than thirty-six (36) months from the date of the incident giving rise to the breach.

E. COMPLIANCE WITH AGREEMENT:

OPERATOR's failure to perform or comply with any term or condition of this AGREEMENT shall be cause for termination of this AGREEMENT by CITY.

F. DISQUALIFICATION:

1. An owner or manager of a towing company having a felony conviction within the previous ten (10) years of the date of its Application for inclusion on the LIST or a misdemeanor conviction within the previous five (5) years of such date shall not be eligible for inclusion on the LIST.
2. The following terms shall apply for the purposes of this Section F:
 - a. "OWNER" shall mean any of the following persons:
 - 1) The sole proprietor of a towing company.
 - 2) Any general partner of a partnership that owns a towing company.

- 3) Any person who has a twenty percent (20%) or greater interest in a corporation that owns a towing company.
- b. The term "MANAGER" shall mean any person who supervises, manages, directs, organizes, controls or in any other way is responsible for or in charge of the overall operation, conduct or activities of OPERATOR's towing company.
 - 1) An owner or manager of OPERATOR's towing company who is convicted of a felony or misdemeanor during the term of this AGREEMENT shall disqualify OPERATOR from inclusion on the LIST and shall be grounds for immediate termination of this AGREEMENT by CITY.
 - 2) A tow truck driver having a felony conviction within the previous ten (10) years of the date of this AGREEMENT or a misdemeanor conviction within the previous five (5) years of the date of this AGREEMENT or who is convicted of a felony or a misdemeanor during the term of this AGREEMENT shall not be allowed to perform or participate in the services to be provided by OPERATOR under this AGREEMENT.
3. The following criminal offenses shall be deemed disqualifying for the purposes of Section F: any offense involving a stolen or embezzled vehicle, fraud, stolen or embezzled property, a crime of violence, a drug-related offense, driving while under the influence of alcohol or drugs, or an offense involving moral turpitude.
4. In the event an owner, manager or driver of OPERATOR's towing company is arrested and/or charged for a violation involving any of the within-enumerated offenses, the OPERATOR (in the case of the arrest or charge of an owner or manager) or driver, as the case may be, shall not be allowed to perform or participate in services under this AGREEMENT until the case is adjudicated.
5. OPERATOR shall notify CITY of any disqualifying arrest and/or conviction prior to the beginning of the next work shift. Failure to comply with this requirement shall be considered a material breach of this AGREEMENT and grounds for immediate termination of this AGREEMENT by CITY.
6. An exception to the rules set forth in Subsections I, 2, 3, 4 and 5 of this Section F may be granted by CITY under extenuating circumstances where CITY determines in its sole discretion that an exemption is appropriate under the circumstances, and OPERATOR can demonstrate to CITY's satisfaction that OPERATOR's owner, operator or driver, as the case may be, is not a threat to public safety nor a potential liability to CITY. The burden of proof for establishing that an exemption is appropriate under the circumstances shall be borne by OPERATOR. For the purpose of this Section F, a termination of probation that results in a dismissal of charges or a dismissal of charges pursuant to Section 1203.4 of the California Penal Code shall not mean that a conviction did not occur.
7. OPERATOR may reapply for inclusion or re-inclusion on the LISTS and OPERATOR's owner, operator or driver, as the case may be, may perform or participate in the services to be provided by OPERATOR under this AGREEMENT if the applicable felony or misdemeanor

conviction is reversed on appeal by a court of law. In no event shall OPERATOR's reinclusion on the LIST extend the term of this AGREEMENT as to such OPERATOR.

G. COLLUSION:

OPERATOR shall not conspire or attempt to conspire or commit any act of collusion, with any other towing operator or company on the LIST for the purpose of secretly, or otherwise, establishing an unfair understanding regarding rates, services, or obligations under this AGREEMENT that would be harmful or prejudicial to CITY, the public, or other towing contractors. Examples of "collusion" include, but are not limited to: conspiracy by OPERATOR to establish artificially high or low rate(s) for services performed pursuant to this AGREEMENT, conspiring to circumvent DPD's annual review process, etc. Any violation of this prohibition shall be a material breach of this AGREEMENT and grounds for immediate termination of this AGREEMENT by CITY and the exclusion of OPERATOR from the LISTS for the balance of the term of this AGREEMENT, plus an additional three (3) years.

H. PROHIBITED INTERESTS:

1. No CITY officer, official, or employee shall have any direct financial interest in this AGREEMENT or in OPERATOR's business.
2. OPERATOR shall not be directly involved in the towing-related business of any other towing operator or company doing business within CITY, or share or jointly use with any other towing operator or company doing business within CITY any of the following: (i) towing equipment, (ii) personnel, (iii) insurance, or (iv) business license.
3. Any violation of these prohibitions shall be a material breach of this AGREEMENT and grounds for immediate termination of this AGREEMENT by CITY.

I. LICENSES, PERMITS, STATE LAWS:

1. OPERATOR represents and warrants to CITY that OPERATOR possesses all licenses, permits, qualifications, and approvals legally required for OPERATOR to engage in and practice his/her profession required under Section 12804.9 of the California Vehicle Code and any other laws, statutes, or regulations. OPERATOR represents and warrants to CITY that OPERATOR shall, at OPERATOR's sole cost and expense, keep in effect at all times during the term of this AGREEMENT, any licenses, permits, qualifications, and approvals legally required for OPERATOR to engage in and practice his/her profession.
2. OPERATOR shall comply with all California state laws pertaining to OPERATOR's business or trade including, but not limited to, the following California Codes:
 - a. Vehicle Code Section 10854 (Unlawful Use or Tampering by Bailee).
 - b. Vehicle Code Section 22513 (Stopping on Highways).
 - c. Vehicle Code Section 21718 (Stopping on Freeways).

- d. Vehicle Code Section 22651.1 (Acceptance of Credit Card or Cash by Storage Facility).
- e. Vehicle Code Sections 22851, 22851.1, 22851.4, 22851.6, 22851.8, 22851.10, 22851.12, and 22856 (Liens).
- f. Chapter Two of Division 4 of the Vehicle Code (Reports of Stolen Vehicles).
- g. Division 15 of the Vehicle Code (Size, Weight, and Load Limitations).
- h. Civil Code Sections 3067-3074 (Liens on Vehicles).

J. INSURANCE REQUIREMENTS:

OPERATOR agrees to have and maintain the policies of insurance set forth in EXHIBIT A of this AGREEMENT, which is attached hereto and incorporated herein by reference. All policies, endorsements, certificates and/or binders shall be subject to approval by CITY's Risk Management as to form and content. These requirements are subject to amendment or waiver if so approved in writing by CITY's Risk Management. OPERATOR agrees to provide CITY with a copy of said policies, endorsements, certificates and/or binders before commencing with the services under this AGREEMENT. The policies shall include a waiver of subrogation endorsement by which OPERATOR's insurer agrees to waive all rights of subrogation against CITY, its officers, officials, employees and volunteers for losses arising from work performed by OPERATOR for CITY. OPERATOR's failure to maintain the minimum insurance requirements shall be a material breach of this AGREEMENT and grounds for immediate termination of this AGREEMENT by CITY.

K. DISCRIMINATION:

OPERATOR shall not discriminate, in any way, against any person on the basis of age, sex, race, color, creed, sexual orientation, marital status, disability, or national origin in connection with or related to the performance of this AGREEMENT. Any violation of this prohibition shall be a material breach of this AGREEMENT and grounds for immediate termination of this AGREEMENT by CITY.

L. ENFORCEABILITY OF AGREEMENT:

Any provision of this AGREEMENT that is determined to be invalid, void, or illegal by a court of competent jurisdiction shall in no way affect, impair, or invalidate any other provision of this AGREEMENT, and such other provisions shall remain in full force and effect.

M. INDEPENDENT CONTRACTOR STATUS:

1. At all times during the term of AGREEMENT, OPERATOR shall be an independent contractor and shall not be an employee or agent of CITY.
2. Except as CITY may otherwise specify in writing, OPERATOR shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent, officer, or

employee of CITY and OPERATOR shall have no authority, express or implied, to bind CITY to any obligation whatsoever.

N. ANNUAL MEETING:

CITY may, at its discretion, conduct one (1) or more meetings of the towing operators or companies on the LIST during each year of this AGREEMENT to discuss matters relating to this AGREEMENT. Proposed rates/fees will be submitted at this time. OPERATOR's attendance at this meeting shall be mandatory. CITY shall provide OPERATOR with not less than seven (7) calendar days prior written notice of such meeting. OPERATOR's failure to attend any such meeting shall be a material breach of this AGREEMENT and grounds for immediate termination of this AGREEMENT by CITY.

O. INDEMNIFICATION AND HOLD HARMLESS:

1. OPERATOR shall indemnify, defend, and hold harmless CITY, its officers, agents, and employees from and against any and all claims, suits, or actions of any kind or description brought forth on account of injuries to or death of any person or damage to property in connection with the performance of this AGREEMENT by OPERATOR or any person directly or indirectly employed by or acting as agent for OPERATOR, unless caused by the active negligence of City.
2. It is understood that the duty to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.
3. Acceptance of insurance policies, certificates, endorsements, or binders required under this AGREEMENT does not relieve the parties from liability under these indemnifications and hold harmless provisions. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

P. ASSIGNMENT PROHIBITED:

1. OPERATOR shall not transfer or assign any right or obligation under this AGREEMENT. Any attempted or purported transfer or assignment of any right or obligation shall be void and of no effect.

This AGREEMENT shall automatically terminate upon the transfer or sale of a majority interest in OPERATOR's business or company. This limitation, however, shall not prevent the new owner(s) from seeking to be included on the LIST by entering into a new towing services agreement with CITY for the remaining term of the AGREEMENT, which CITY may enter into at its sole discretion

Q. NOTICES:

1. All notices and other communications required to be given in writing under this AGREEMENT shall be personally served upon or mailed to the respective parties as follows:

TO OPERATOR: _____

TO CITY: Dinuba Police Department
Traffic Division
680 South Alta Avenue
Dinuba, CA 93618

2. Except as otherwise provided herein, notice shall be deemed effective on the date personally served, or if mailed, three (3) days after deposit in the mail.

R. GOVERNING LAW:

The law governing this AGREEMENT shall be that of the State of California.

S. WAIVER:

OPERATOR agrees that waiver by CITY of any breach or violation of any term or condition of this AGREEMENT shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by CITY of the performance of any work or services by OPERATOR shall not be deemed to be a waiver of any term or condition of this AGREEMENT.

T. INTERPRETATION:

OPERATOR has reviewed this AGREEMENT and any question of doubtful interpretation shall not be resolved by any rule or interpretation providing for interpretation against the drafting party. The captions and headings contained herein are for convenience only and shall not affect the meaning or interpretation of this AGREEMENT.

U. SIGNATOR'S WARRANTY:

OPERATOR that he or she is fully authorized and competent to enter into this AGREEMENT in the capacity indicated by his or her signature and agrees to be bound by this AGREEMENT.

V. PRIOR AGREEMENTS AND AMENDMENTS:

This AGREEMENT, including all Exhibits attached hereto, represents the entire understanding as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This AGREEMENT may only be modified by a written amendment duly executed by the parties to this AGREEMENT
EXECUTED at Dinuba, California as of the date last stated below.

CITY:

NAME

Tow Coordinator, Dinuba Police

DATE: _____

NAME

Lt. Dinuba Police Department

DATE: _____

OPERATOR:

NAME (printed)

TITLE (printed)

Street Address

City/State/Zip

DATE: _____

EXHIBIT A

CITY OF DINUBA

INSURANCE REQUIREMENTS

Minimum Insurance Levels:

The OPERATOR shall maintain at least the following minimum levels of insurance from an insurance carrier admitted in California, or admitted in a state in which the operator's business is located, and is authorized to do business in California:

1. Minimum Level of Financial Responsibility (as required by Section 34631.5 of the California Vehicle Code) - Bodily injury and property damage with a combined single limit of not less than \$750,000 for Class A tow trucks. The combined single limits for Class B, C, and D shall not be less than \$1,000,000. These minimum standards are to include non-owned and hired auto coverage.
2. Uninsured Motorist- Legal minimum, combined single limit.
3. On-Hook Coverage/Cargo- Insuring the vehicle in tow with limits based on the size of the tow truck:
 - a. Class A tow truck: \$ 50,000
 - b. Class B tow truck: \$100,000
 - c. Class C tow truck : \$200,000
 - d. Class D tow truck : \$250,000
4. Garage Liability - Includes premises and operations. Coverage for bodily injury and property damage with a combined single limit of not less than \$1,000,000.
5. Garage Keeper's Liability - Shall be the same minimum as on-hook coverage for vehicles in the care, custody, and control of the OPERATOR in the storage yard.
6. Workers' Compensation insurance limits as required by the Labor Code of the State of California and Employer's Liability limits of \$1,000,000 per accident.

Deductibles and Self-Insurance Retentions:

Any deductibles or self-insured retention's must be declared to and approved by CITY's Risk Manager. At the option of CITY's Risk Manager, either: the insurer shall reduce or eliminate such deductibles or self-insured retention's as respect the CITY, its officers, officials, employees and volunteers; or the OPERATOR shall provide a financial guarantee satisfactory to CITY's Risk Manager guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions and Requirements:

1. General liability/garage liability policy - the general liability/garage liability policy is to contain, or be endorsed to contain, the following provisions:

- a. The CITY, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the OPERATOR, using standard ISO endorsement No. CG2010 with an edition prior to 1992, or its exact equivalent; products and completed operations of the OPERATOR; premises owned, occupied or used by the OPERATOR; or automobiles owned, leased, hired or borrowed by the OPERATOR.
- b. Defense costs must be paid in addition to limits. There shall be no cross-liability exclusion for claims or suits by one insured against another.
- c. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.
- d. The OPERATOR's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. No liability insurance coverage provided to comply with this AGREEMENT shall prohibit OPERATOR or OPERATOR's employees or agents, from waiving the right of subrogation prior to a loss. OPERATOR agrees to waive subrogation rights against CITY regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
- f. No policy shall contain any provision or definition that would serve to eliminate coverage for so-called "third party action over" claims, including any exclusion for bodily injury to an employee of OPERATOR or any subcontractor.

2. Workers' Compensation and Employers Liability Coverage:

- a. The OPERATOR's insurer shall agree to waive all rights of subrogation against the CITY, its officers, officials, employees and volunteers for losses arising from work performed by the OPERATOR for or behalf of CITY.
- b. The provisions of any workers' compensation or similar act will not limit the obligations of OPERATOR under this AGREEMENT. OPERATOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its officers, officials, employees and volunteers.

3. All Coverages:

- a. OPERATOR acknowledges that the insurance coverage and policy limits set forth in this EXHIBIT constitute the minimum amount of coverage required. Any insurance proceeds available to CITY in excess of the limits and coverage required in this AGREEMENT and applicable to any given loss will be available to CITY.
- b. OPERATOR's liability to CITY shall not be limited or affected by the amount of insurance set forth above, and the insurance limits required hereunder shall not be reduced by the wasting, collectability or availability of any policy of insurance. The full amount of the limits set forth above shall be available to CITY and all third parties from the respective insurers, notwithstanding any terms or conditions of any policy procured by OPERATOR, which diminishes or reduces such limits, for any reason, including costs and fees incurred in defending any claims, as well as any other claims(s) against the same policy(ies).
- c. All insurance coverage required to be provided by OPERATOR is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to CITY.
- d. All insurance coverage and limits provided by OPERATOR and available or applicable to this AGREEMENT are intended to apply to the full extent of the policies. Nothing contained in this

AGREEMENT or any other agreement relating to the CITY or its operations limits the application of such insurance coverage.

- e. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the CITY's Risk Manager and received approval in writing.
- f. All coverage types and limits required are subject to approval, modification and additional requirements by CITY, as the need arises. OPERATOR shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect CITY's protection without CITY's express prior written consent.
- g. Certificate(s) are to reflect that the insurer will provide not less than thirty (30) day notice to CITY of any cancellation of coverage. OPERATOR agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
- h. CITY reserves the right at any time during the term of this AGREEMENT to change the amounts and types of insurance required by giving OPERATOR not less than ninety (90) days advance written notice of such change. If such change results in substantial additional cost to OPERATOR, CITY will negotiate additional compensation proportional to the increased benefit to CITY.
- i. For purposes of applying insurance coverage only, this AGREEMENT will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this AGREEMENT.
- j. OPERATOR acknowledges and agrees that any actual or alleged failure on the part of CITY to inform OPERATOR of non-compliance with any insurance requirement in no way imposes any additional obligations on CITY nor does it waive any rights hereunder in this or any other regard.
- k. OPERATOR will renew the required coverage annually as long as CITY, or its employees or agents face an exposure from operations of any type pursuant to this AGREEMENT. This obligation applies whether or not this AGREEMENT is canceled or terminated for any reason. Termination of this obligation is not effective until CITY executes a specific written statement to that effect.
- l. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements, nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
- m. The requirements in this section supersede all other sections and provisions of this AGREEMENT to the extent that any other section or provision conflicts with or impairs the provisions of this section.
- n. OPERATOR agrees to be responsible for ensuring that no contract used by any party involved in any way with this AGREEMENT reserves the right to charge CITY or OPERATOR for the cost of additional insurance coverage required by this AGREEMENT. Any such provisions are to be deleted with reference to CITY. It is not the intent of CITY to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against CITY for payment of premiums or other amounts with respect thereto.
- o. OPERATOR agrees to provide written notice to CITY within five (5) business days of any claim or loss against OPERATOR arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise deemed acceptable by CITY's Risk Manager.

Verification of Coverage:

OPERATOR shall furnish CITY with proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages and any additional insured or other endorsements as required. All certificates and endorsements must be received and approved by CITY at or prior to the execution of this AGREEMENT. CITY's acceptance of any such certificates is intended in no way to change the limits of coverage required herein unless any such changes are specifically authorized in writing by CITY.

All insurance documents are to be sent to:

Dinuba Police Department
Traffic Supervisor
680 South Alta Avenue
Dinuba, CA 93618

City of Dinuba
Risk Manager
405 E El Monte Way
Dinuba, CA 93618

OPERATOR shall provide proof that policies of insurance required herein expiring during the term of this AGREEMENT have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from OPERATOR's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to CITY within thirty (30) days of the expiration of the coverage.

In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, CITY has the right, but not the *duty*, to obtain any insurance it deems necessary to protect its interests under this or any other AGREEMENT and to pay the premium. Any premium so paid by CITY shall be charged to and promptly paid by OPERATOR or deducted from sums due OPERATOR, at CITY's option.

Subcontractors:

OPERATOR shall include all subcontractors as insured under its policies or shall furnish certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the provisions stated herein.

OPERATOR CERTIFICATION

I certify that all drivers operating under this AGREEMENT are qualified and competent. I further agree that I have read and understand the attached AGREEMENT and agree to abide and be bound by all of its terms, conditions, and obligations. I further agree to indemnify, defend, and hold harmless CITY, its officers, agents, employees, and volunteers from and against any and all claims and losses accruing or resulting to my company in connection with the performance of this AGREEMENT, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by my employees, agents, or me in the performance of this AGREEMENT. I further represent and understand that, in the performance of this AGREEMENT that my company and I act in an independent capacity and not as an officer, employee, representative, or agent of CITY.

OPERATOR:

Signature

NAME (printed)

TITLE (printed)

Street Address

City/State/Zip

DATE: _____



City Council Staff Report

Department: CITY MANAGER'S OFFICE

January 14, 2020

To: Mayor and City Council

From: Linda Barkley, City Clerk

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

RECOMMENDATION

Council to review and approve the meeting minutes as presented.

EXECUTIVE SUMMARY

None.

OUTSTANDING ISSUES

None.

DISCUSSION

None.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.

ATTACHMENTS:

City Council Meeting Minutes, December 10, 2019



City Council Regular Meeting Agenda

**December 10, 2019
MINUTES**

COUNCIL MEMBERS PRESENT:

Reynosa, Launer, Thusu, Longoria, Morales

COUNCIL MEMBERS ABSENT:

None.

STAFF MEMBERS PRESENT:

Barkley, Hernandez, Hurtado, James, Jenner, Popovich, Thompson

1. OPENING CEREMONIES

1.1. Welcome and Call to Order

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

1.2. Invocation

The invocation was led by chaplain Susee.

1.3. Pledge of Allegiance

The salute to the flag was led by Maria Rivera.

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.

Mayor Thusu announced that item 4.4. would be discussed separately from 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

Amendment No. 8 - Extending DART Service Agreement with MV Transportation, Inc. (IH)

RECOMMENDATION

Council approve Amendment No. 8 extending the Transit Service Agreement with MV Transportation, Inc. on a month-to-month basis starting January 1, 2020 and authorize the City Manager or designee to execute the amendment.

4.2. SUBJECT

Resolution No. 2019-64, Section 5339 Discretionary Bus Program Grant Application (IH)

RECOMMENDATION

Council adopt Resolution No. 2019-64 authorizing the Public Works Director to apply for \$270,000 in grant funding from the California Department of Transportation and to sign any necessary documents for the purchase of two new Compressed Natural Gas (CNG) transit buses.

4.3. SUBJECT

Resolution No. 2019-63, Authorization to execute Budget Amendment for FY 19-20 for Saginaw Avenue Street Improvements (IH)

RECOMMENDATION

Council adopt Resolution No. 2019-63 approving a budget amendment to the FY 2019/20 Adopted Budget to fund developer reimbursement for the Saginaw Avenue Street Improvements Project.

4.4. SUBJECT

Resolution No. 2019-66, Approving FY 2019/2020 Budget Amendment to Purchase Property located at 42752 Road 80 (IH)

RECOMMENDATION

Council adopt Resolution No. 2019-66 approving a FY 2019/2020 Budget Amendment in the amount of \$60,000 to fund the purchase of the property located at 42752 Road 80.

4.5. SUBJECT

Resolution No. 2019-65 Amending the Fiscal Year 2019/20 Salary Schedule (MA)

RECOMMENDATION

Council adopt Resolution No. 2019-65 amending the FY 2019/20 salary schedule.

4.6. SUBJECT

Appointments to Dinuba Planning Commission (LB)

RECOMMENDATION

Council reappoint Linda Faust (District 3) and Tim Conklin (District 5) to the Dinuba Planning Commission to an additional three-year term from January 1, 2020 - December 31, 2022.

4.7. SUBJECT

Valley Regional Occupational Program and the K12 Student Work Program Consortium Request for Support for the Public Safety Pathway Program (DP)

RECOMMENDATION

Council to approve letter of support for the Valley Regional Occupational Program and the K12 Student Work Program Consortium.

4.8. SUBJECT

City Council Meeting Minutes, November 26, 2019 (LB)

RECOMMENDATION

Council to review and approve the meeting minutes of November 26, 2019 as presented.

4.9. SUBJECT

Resolution No. 2019-67 Adopting the Dinuba Pedestrian and Bicyclist Safety and Connectivity Study (IH)

RECOMMENDATION

Council adopt Resolution No. 2019-67 approving the Dinuba Pedestrian and Bicyclist Safety and Connectivity Study.

Council member Launer asked for clarification on item 4.4. concerning the park ponding basin and its use.

Public Works Director Hernandez explained the storm drain will be utilized as a park primarily and it will double as a storm drain ponding basin underneath the park.

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

Ayes: Launer, Longoria, Morales, Reynosa, Thusu

5. WARRANT REGISTER

5.1. SUBJECT

Warrant Register December 6, 2019 (MM)

RECOMMENDATION

Council to review and approve the Warrant Register as presented.

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

Ayes: Launer, Longoria, Morales, Reynosa, Thusu

6. DEPARTMENT REPORTS

6.1. SUBJECT

Memorandum of Understanding for the Tulare-Kings County Regional Hazardous Materials Team (JW)

RECOMMENDATION

City Council approve renewal of the memorandum of understanding for the Tulare-Kings County Regional Hazardous Materials Team and authorize the City Manager or Designee to execute the agreement.

Fire Captain Webster presented a request to the City Council to authorize the execution of a memorandum of understanding with Tulare-Kings County Regional Hazardous Materials Team, renewing the previous agreement.

A motion was made by Council Member Launer, second by Vice Mayor Longoria, to approve the renewal of the memorandum of understanding for the Tulare-Kings County Regional Hazardous Materials Team and authorize the City Manager or designee to execute the agreement.

Ayes: Launer, Longoria, Morales, Reynosa, Thusu

7. MAYOR/COUNCIL REPORTS

Several of the council members said they attended the parade and Christmas tree lighting.

Mayor Thusu reported he attended League Leaders workshop in Napa. Mayor Thusu said he believes the Internet sales tax issue will likely be on the ballot in 2020 and added that we need to get our legislators to introduce a bill to save the internet sales tax.

Council Member Launer announced that the GSA will hold a public hearing on December 19 concerning San Joaquin water.

8. CITY MANAGER COMMUNICATIONS

None.

9. CITY STAFF COMMUNICATIONS

None.

10. CLOSED SESSION

10.1. Conference With Real Property Negotiators (DJ)

Pursuant to GC Section 54956.8; Property: APNs 017-020-051 & 017-273-001
Agency Negotiator(s): Luis Patlan, City Manager; Daniel James, Assistant City Manager.

Under Negotiation: Terms of sale

No action taken.

11. ADJOURNMENT

Mayor Thusu adjourned the meeting at 7:10 pm.



City Council Staff Report

Department: PUBLIC WORKS

January 14, 2020

To: Mayor and City Council

From: Ismael Hernandez, Public Works Director

By: George Avila, Business Manager

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

RECOMMENDATION

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

EXECUTIVE SUMMARY

The City of Dinuba offers transit services through the Dinuba Area Regional Transit (DART). The management and operation of this system is contracted with a third-party operator. The current contract has expired and the city solicited proposals for a new management and operation contract. Staff is recommending that a new, five-year service agreement be awarded to MV Transportation, Inc. for management and operation of the DART System. The term of the new contract will be from February 2, 2020 through December 31, 2024 with the option to allow for five, one-year extensions.

OUTSTANDING ISSUES

None.

DISCUSSION

Dinuba Area Rapid Transit

The City of Dinuba operates the Dinuba Area Regional Transit (DART) system. DART consists of three fixed routes locally, and dial-a-ride service and regional fixed

route service to the neighboring city of Reedley. Dinuba has provided transit service since 1981. The DART System provides transit services to thousands of passengers each year to access health care, shopping, educational and government offices within Dinuba and throughout the County of Tulare.

Transit Development Plan (TDP)

The City of Dinuba recently completed the preparation of the 2019-2024 Transit Development Plan (TDP). The A TDP is a blueprint for the delivery of transportation services provided to the general public. The Dinuba TDP also serves as the primary justification for receipt of federal, state and local funding for transit operations and capital projects. As such, the Dinuba City Council and city staff will use this TDP to help guide the planning, policy making, programming, and budgeting of transit activities over the next five years.

Under the new TDP, the city made changes to transit service levels and fare box rates due to decreased ridership and increased operating costs. The local fixed transit routes were consolidated and the fares for the dial-a-ride service will be increased over the next two years. The goal of these changes is to ensure that the transit system is sustainable over the long term, while continuing to quality provide transit services to the community.

DART System Management and Operation

The City currently contracts with MV Transportation, Inc. for the management and operation of the DART System. City staff oversees the transit program, prepares annual budgets, and submits required reports while MV is responsible for all drivers and day-to-day operations. The existing five-year contract with MV expired on December 31, 2019 and the city is contracting with the company on a month-to-month basis until a new contract is executed.

Staff released a Request for Proposals (RFP) for the management and operation of the DART System. MV Transportation, Inc. was the sole proposed submitted by the RFP deadline. Staff has been pleased with the service provided by MV. The company has been responsive, reliable and easy to work with. Based on the survey results in the TDP, riders on the system have reported high satisfaction with the drivers and the service provided by MV.

Staff has prepared a new Service Agreement in consultation with the state. A copy of the agreement is enclosed herein as Attachment 'A'. The Service Agreement is for a five-year period with the first-year contract cost of \$650,000 including annual increases. The agreement also has a provision for up to five, one-year extensions upon mutual agreement by both parties.

Staff is recommending that the City Council award the Service Agreement to MV Transportation, Inc. for the management and operation for the DART System.

FISCAL IMPACT

Current contract costs are approximately \$628,000 per year. Year one of the proposed new contract is \$650,000. In the following four years costs increase an average of 5% per year. The five additional one year extension years would be increased by the Consumer Price Index. A total of about \$200,000 of this cost is funded with federal Section 5311 funds. The balance is funded with TDA/LTF money that the City is allocated through Tulare County.

PUBLIC HEARING

None.

ATTACHMENTS:

A. Final 2020 MV Transportation Service Agreement



**AGREEMENT FOR
MANAGEMENT AND OPERATION OF THE
CITY OF DINUBA TRANSIT SYSTEM
DINUBA AREA REGIONAL TRANSIT
(DART)**

Mr. George Avila, Business Manager
City of Dinuba, Public Works Department
1088 E. Kamm Avenue, Dinuba, CA 93618
Telephone: (559) 591-5924; Email: gavila@dinuba.ca.gov

CITY OF DINUBA TRANSIT AGREEMENT

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CITY OF DINUBA DRAFT SERVICE AGREEMENT

This Service Agreement ("Agreement") is made by and between the City of Dinuba ("CITY"), a municipal corporation formed pursuant to the laws of the State of California, and MV Transportation, Inc. ("CONTRACTOR") with its principal place of business at 2711 N. Haskell, Suite 1500, Dallas, Texas, 75204. The effective date of this Agreement is February 1, 2020.

RECITALS

- A. CITY operates a public transit system for the use of its citizens; CITY operates a flexroute service between the hours of 7:00 a.m. to 6:00 p.m. Monday through Thursday, 7:00 a.m. to 9:00 p.m. Friday, and 9:00 a.m. to 6:00 p.m. Saturday. A regional fixed route service to Reedley between the hours of 7:00 a.m. and 9:00 p.m. Monday through Friday.
- B. CITY desires to retain an outside service provider to supply ongoing management and operation of general public flexroute, fixed route, and Dial-A-Ride transit services within the City of Dinuba service area.
- C. CONTRACTOR is capable of and willing to provide the services described in "Part III, Scope of Work" of the Request for Proposals (RFP) for the Management and Operation of the City of Dinuba Transit System (DART) dated July 12, 2019.
- D. CONTRACTOR acknowledges that all terms, descriptions and requirements identified in the RFP dated July 12, 2019, are hereby included in this service AGREEMENT by reference.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this AGREEMENT, the parties agree as follows:

I. PERSONNEL

Subject to the terms of this AGREEMENT, CONTRACTOR agrees to furnish CITY, and CITY agrees to engage from CONTRACTOR, employees listed in Scope of Work-Exhibit A and those that thereafter may be hired with individuals qualified and capable of operating the CITY'S transit services in accordance with the CITY'S transit service program, including but not limited to those individuals listed in Scope of Work-Exhibit A, and as may thereafter be hired by CONTRACTOR.

- A. CITY acknowledges that it shares with CONTRACTOR the right of direction and control over employees assigned to CITY'S work site.
- B. CITY acknowledges that it shares with CONTRACTOR the right of direction and control over the adoption of employment policies and procedures.
- C. At all times during the term of this AGREEMENT, CONTRACTOR shall be an independent contractor and neither CONTRACTOR nor its employees shall be considered as employees of CITY. CITY shall have the right to control CONTRACTOR and CONTRACTOR'S employees only insofar as the result of CONTRACTOR'S services rendered pursuant to this AGREEMENT; however, CITY shall not have the right to control the means by which CONTRACTOR accomplishes services rendered pursuant to this AGREEMENT.

II. TERM OF AGREEMENT

1.1 This AGREEMENT shall commence on February 1, 2020, and remain in force and effect through December 31, 2024. Upon completion of the initial five (5) year term, the CITY may exercise an option for an additional five (5), one (1) year extensions. The extension options are exercised at the sole discretion of the CITY.

It is mutually understood and agreed that CITY is under no obligation whatsoever to exercise any option and that no representations have been made by CITY committing it to such exercise of an option. The exercise of such option may be made by amendment to this AGREEMENT. Should CITY elect to exercise said option, and upon CONTRACTOR's acceptance of CITY's election to exercise the option herein described, the parties shall execute a written amendment to this AGREEMENT.

2.2 Upon completion of the full term of this AGREEMENT, CITY at its sole discretion may extend the term of this AGREEMENT on a month-to-month basis up to a maximum of six (6) months. CITY shall notify CONTRACTOR of such extensions at least thirty (30) days prior to the termination date of this AGREEMENT. The compensation rates in effect during the last monthly period of the full term of this AGREEMENT shall remain in effect and be applicable to such extensions.

2.3 In negotiations between CONTRACTOR and employee representation, CONTRACTOR will bargain in good faith. CONTRACTOR will notify the COUNTY a minimum of sixty (60) days in advance of finalization/signing of a revised bargaining agreement.

It is mutually understood and agreed that all work performed and services provided under the exercised option shall be in strict compliance with all of the requirements of this AGREEMENT as such may be amended from time to time, in writing, by mutual AGREEMENT of the parties.

III. ADMINISTRATION

3.1 CONTRACTOR is the employer of those persons identified herein and those that thereafter may be hired and is liable as such for the following purposes.

- A. Compliance with rules and regulations governing the reporting and payment of all federal and state taxes on payroll wages paid under this Agreement including, but not limited to: (i) federal income tax withholding provisions of the Internal Revenue Code; (ii) state and/or local income tax withholding provisions if applicable; (iii) Federal Insurance Contributions Act (FICA); (iv) Federal Unemployment Tax Act (FUTA); and (v) applicable state unemployment provisions and payment of all payroll taxes and collection of payroll taxes and collection of taxes from payroll for all employees assigned to CITY.
- B. Compliance with applicable workers' compensation laws including but not limited to: (i) procuring workers' compensation insurance, (ii) completing and filing all required reports, and (iii) managing claims.
- C. Compliance with the Consolidated Omnibus Reconciliation Act (COBRA).
- D. Compliance with the Immigration Reform and Control Act (IRCA).
- E. Compliance with the Consumer Credit Protection Act, Title III.
- F. Procuring and providing employee benefits, if any.
- G. Monitoring and transmitting to CITY changes in governmental regulations relating to policies and practices governing the employer-employee relationship including, but not limited to, issues such as recruiting, interviewing, testing selecting, orientation of, training, evaluating, replacing, supervision, disciplining and terminating employees.
- H. Compliance with federal and drug testing regulations applicable to Federal Transit Administration recipients including but not limited to those regulations and requirements included hereto in "XV. Compliance with Federal Laws and Regulations."

3.2 CONTRACTOR reserves the right of direction and control over CONTRACTOR'S employees assigned to the CITY'S location.

3.3 CONTRACTOR reserves the authority to hire, terminate, discipline, assign, direct, and control the performance of, and hiring, terminating, disciplining, and reassigning any employee assigned to CITY.

3.4 CONTRACTOR will assign drivers to CITY operations as specified and requested.

3.5 CITY and CONTRACTOR agree to immediately report to each other all accidents and injuries involving CONTRACTOR employees assigned to CITY.

3.6 This AGREEMENT is between CONTRACTOR and CITY, and creates no individual rights of CONTRACTOR employees as against CITY.

3.7 CONTRACTOR and CONTRACTOR Workers' Compensation Insurance carrier shall have the right to inspect CITY'S premises, the area in which CITY stages transit services, relevant to this AGREEMENT.

3.8 CONTRACTOR'S responsibilities include providing written notice to all CONTRACTOR assigned personnel that all assigned personnel are the employees of CONTRACTOR.

3.9 CONTRACTOR is not responsible for any environmental issues or releases of hazardous materials existing on or prior to the CONTRACTOR'S occupancy of CITY facilities, or caused by any party other than CONTRACTOR.

IV. COMPENSATION/WAGE GUARANTEE

In exchange for the personnel services provided by CONTRACTOR hereunder, CONTRACTOR and CITY agree as follows:

4.1 CONTRACTOR fee rates (per month and per vehicle service hour) are set forth in "XI. Payment."

4.2 The fee provided for by this AGREEMENT shall be due and payable within thirty (30) days of receipt of CONTRACTOR'S invoice. In the event payment is received late, there shall be an additional charge of five (5) percent per month for each month past the due date.

CONTRACTOR assumes responsibility for the payment of all wages to CONTRACTOR employees assigned to CITY without regard to payments by CITY to CONTRACTOR. CONTRACTOR is required to

compensate the employees furnished herein with wages and benefits which are no less than those provided for in the prevailing union agreement, as applicable.

V. INSURANCE COVERAGE AND REQUIREMENTS

CONTRACTOR shall procure and maintain the types of insurance and in the minimum amounts stated herein. CONTRACTOR'S liability coverages shall be primary and no insurance or self-insurance coverage of the CITY shall contribute with these primary coverages. Said insurance shall be written by an insurer having a most recent published rating by A.M. Best & Company of "A-VII" or better. Prior to commencing any work under this Agreement and no less than thirty (30) days prior to the expiration of any of these policies, Certificates of Insurance evidencing the maintenance of said insurance shall be furnished to the other party. CITY shall be named as an Additional Insured by a written endorsement acceptable to the CITY. Each insurance policy required by the AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the CITY by the carrier, broker or CONTRACTOR, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

- A. WORKER'S COMPENSATION INSURANCE with statutory limits, and EMPLOYER'S LIABILITY INSURANCE with limits of not less than one million dollars (\$1,000,000) per accident and disease. Worker's Compensation Insurance as required by the State of California covering all its employees providing service under this Agreement. CONTRACTOR agrees to indemnify, defend, and hold harmless the CITY from any and all claims arising out of any injury, disability, or death of any of CONTRACTOR's employees or agents.
- B. COMMERCIAL GENERAL LIABILITY INSURANCE with a combined single limit of not less than ten million dollars (\$10,000,000) per occurrence. Such insurance shall include products/completed operations liability, blanket contractual liability, broad form property damage coverage, and explosion, collapse and underground hazard coverage. Such insurance shall (a) name the CITY, its appointed and elected officials, officers, employees and agents as Additional Insureds; (b) be primary with respect to any insurance or self-insurance programs maintained by the CITY; and (c) contain standard cross liability provisions. CONTRACTOR further agrees to hold the CITY free and harmless from any and all claims arising from any such negligent act or omission.
- C. EMPLOYMENT PRACTICES LIABILITY INSURANCE (EPLI) shall be provided to cover defense and indemnity for Employment

Practices Liability (EPL) claims arising from the performance of CONTRACTOR under this Agreement with liability limits of no less than \$2 Million per occurrence and a general aggregate of \$4 Million. This coverage may be provided as a stand-alone insurance coverage for EPL claims or as part of a Commercial General Liability of Management Liability Policy.

- D. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE with a combined single limit of not less than ten million dollars (\$10,000,000). Such insurance shall (a) include coverage for owned, hired and non-owned automobiles; (b) name the CITY, its elected and appointed officials, officers, employees and agents as Additional Insureds; (c) be primary for all purposes; and (d) contain standard cross liability provisions.
- E. AUTOMOBILE COLLISION AND COMPREHENSIVE COVERAGE for the actual cash value of transit vehicles (based upon straight-line depreciation, the original purchase price and service life expectancy). Such insurance shall name the CITY as loss payee. CONTRACTOR shall be allowed to self-insure this coverage.
- F. SELF-INSURED RETENTION (SIR) CONTRACTOR shall disclose to the CITY its SIR amount for Commercial General Liability and Commercial Auto claims. If CONTRACTOR SIR amount is in excess of \$100,000, CONTRACTOR shall provide CITY with the latest independent financial audit report that will ensure CONTRACTOR is financially able to pay claims within this amount.
- G. CALIFORNIA GOVERNMENT CODE COMPLIANCE
Any bodily injury or property damage claims against the CITY must comply with the California Government Code. Even if the CITY tenders a claim or lawsuit to CONTRACTOR per this Agreement, CONTRACTOR shall notify the CITY or the CITY's claims representative of any claim or lawsuit to protect the interests of the CITY per the Government Claims Act.

The CONTRACTOR shall furnish properly executed Certificates of Insurance and signed copies of the specified endorsements for each policy prior to commencement of work under this Agreement. Such documentation shall:

- (1) clearly evidence all coverages required above, including specific evidence of endorsements naming the CITY as additional insured as required hereinabove; or provide blanket endorsements; and
- (2) indicate whether coverage provided is on a claims made or occurrence basis.

The CONTRACTOR shall be fully responsible for the cost of such insurance. The CITY shall not be responsible for reimbursement of any insurance costs to the CONTRACTOR. Such insurance shall be maintained from the time work first commences until completion of the work under this AGREEMENT if an occurrence policy form is used. If a claims made policy is used, coverage shall be maintained during the contract term and for a period extending five (5) years beyond the contract termination date. The CONTRACTOR shall replace such certificates for policies expiring prior to completion of work under this AGREEMENT and shall continue to furnish certificates five (5) years beyond the contract term, when CONTRACTOR has claims made form(s).

If the CONTRACTOR, for any reason, fails to maintain insurance coverage that is required pursuant to this AGREEMENT, the same shall be deemed a material breach of contract. The CITY, at its sole option, may terminate this AGREEMENT and obtain damages from the CONTRACTOR resulting from said breach. Alternatively, the CITY may purchase such required insurance coverage, and without further notice to the CONTRACTOR, the CITY may deduct from sums due to the CONTRACTOR any premium costs advanced by the CITY for such insurance.

The parties shall also carry such other insurance that may be required by law. The foregoing requirements as to the types and minimum limits of insurance to be maintained shall not in any manner limit the liability or obligations otherwise assumed by the parties under this AGREEMENT, including but not limited to the indemnification provisions of this AGREEMENT. Anything to the contrary notwithstanding, the liabilities of the parties under this AGREEMENT shall survive and not be terminated, reduced, or otherwise limited by any expiration or termination of insurance coverage. If either party, for any reason, fails to maintain insurance coverage which is required pursuant to this AGREEMENT, the same shall be deemed a material breach of contract, and the other party, at its sole option, may immediately terminate this AGREEMENT. Should CONTRACTOR terminate the AGREEMENT pursuant to this provision, CONTRACTOR shall be compensated for all work performed.

VI. FIDELITY BOND

CONTRACTOR shall secure for its employees a Fidelity Bond protecting the CITY from employee theft up to the amount of ten thousand dollars (\$10,000) for any one occurrence. Such Fidelity Bond shall name CITY as loss payee with respect to amounts claimed there under arising out of CONTRACTOR's performance under this AGREEMENT. CONTRACTOR shall provide CITY a copy of said bond accompanied

by proof of payment for same within thirty (30) days of the date of this AGREEMENT is fully executed. Subject to review by its Risk Manager, CITY will accept in lieu of the required Fidelity Bond, Employee Dishonesty Insurance.

VII. PERFORMANCE GUARANTEE

Prior to approval of this AGREEMENT by the CITY, the CONTRACTOR must submit a bond or other acceptable security to the CITY. CONTRACTOR shall perform no services pursuant to this AGREEMENT, nor be entitled to compensation therefore, unless and until CONTRACTOR submits a bond or other acceptable security to CITY for use of CITY, such bond executed by CONTRACTOR and a surety company licensed to do business in the State of California, such bond in the amount of ten percent (10%) of the annual AGREEMENT price, and which shall at all times be kept in full force and effect. The condition of such bond shall be that CONTRACTOR shall fully and faithfully perform all conditions and covenants of this AGREEMENT. CONTRACTOR shall provide CITY a copy of said bond accompanied by proof of payment for same prior to the execution of this AGREEMENT. The bond may be a renewable one-year bond, and shall be renewed annually before its expiration date; provided, however, that such bond must remain in full force and effect from and after the date CITY makes any demands for payment on the bond until the CITY releases such claim. Provision of such bond or its equivalent, approved by CITY, is a material covenant of this AGREEMENT. CITY shall not approve any security which is not unconditionally payable to CITY upon CITY demand.

VIII. EMPLOYMENT APPLICATION

Each employee furnished by CONTRACTOR to CITY must be listed on Scope of Work Exhibit A (Wages and Fringe Benefits for the Operation of DART) or any amendment thereto. Any amendments to Scope of Work Exhibits A and/or B (DART Vehicles) must comply with the provisions of "XIV. Amendments" of this AGREEMENT. Employees must complete all payroll required forms (W-9, I-9, etc.) prior to payroll processing. CITY will allow CONTRACTOR to provide copies of the prior employee applications completed by current employees. Only new hires must complete the new application forms referred to herein.

IX. CROSS-HIRING

CONTRACTOR and CITY agree that during the term of this AGREEMENT, and for a period of one (1) year following the termination thereof, neither party shall hire an employee or former employee of the other party without the written approval of the other party. The term

"former employee" used in this provision shall mean employees who have separated their employment within the prior twelve (12) months.

X. INDEMNIFICATION

10.1 CONTRACTOR shall hold harmless, defend and indemnify CITY, its agents, officers, employees, agents and volunteers from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including CITY property, arising from, or in connection with, the performance by CONTRACTOR, or its agents, officers and employees under this AGREEMENT. This indemnification specifically includes any claims that may be made against CITY by any taxing authority asserting that an employer-employee relationship exists by reason of this AGREEMENT, and any claims made against CITY alleging civil rights violations by CONTRACTOR under Government Code sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on CITY for CONTRACTOR'S failure to provide form DE-542 (State of California Employment Development Department "Report of Independent Contractor(s)"), when applicable. This indemnification obligation shall continue beyond the term of this AGREEMENT as to any acts or omissions occurring under this AGREEMENT or any extension of this AGREEMENT.

10.2 It is the intent of the parties that CONTRACTOR will indemnify, defend and hold harmless CITY and its officers, agents, employees and assigns, from any and all claims, demands, costs, suits or actions as set forth above, except for the sole negligence or willful misconduct of CITY. This indemnity and hold harmless provision, insofar as it may be adjudged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of this indemnity and hold harmless provision may be within public policy and enforceable. Damages resulting from joint negligence of CONTRACTOR and CITY may be apportioned on a percentage of fault basis.

10.3 CONTRACTOR shall protect the interests of Medicare's interests on all claims brought by Medicare beneficiaries or Medicare eligible claimants. CONTRACTOR shall protect Medicare conditional liens and future payment interests. Any penalties associated with not protecting Medicare interests or for improper reporting of claims to the Center for Medicare & Medicaid Services (CMS) shall be the sole responsibility of the CONTRACTOR.

XI. PAYMENT

CITY agrees to pay CONTRACTOR for the performance of services set forth in this AGREEMENT as follows:

11.1 Price Formula

For services rendered under this AGREEMENT, entitled "Scope of Work", and detailed in Exhibit A, which is attached hereto and made a part hereof with payment consistent with CONTRACTOR'S Proposal for Management and Operation of DART Services Cost Proposal Form attached hereto as Exhibit C, payment shall be based on the following rates for the periods of:

February 1 to December 31, 2020 (CY2020)
January 1 to December 31, 2021 (CY2021)
January 1 to December 31, 2022 (CY2022)
January 1 to December 31, 2023 (CY2023)
January 1 to December 31, 2024 (CY2024)

Billing shall be based on actual services performed.

In the event CITY exercises any option year(s) allowed under this AGREEMENT, rates shall be adjusted to no more than the national Consumer Price Index (CPI) for each option year but in no event shall exceed three percent (3.0%). In the event of a negative CPI, the prior year's rates shall apply to the following option year.

For purposes of this AGREEMENT, "CPI" shall mean the change in CPI for All Urban Consumers, the CPI published by the Bureau of Labor Statistics of the U.S. Department of Labor, for All Urban Consumers, U.S. City Average (1982-84=100), "All Items." The previous December unadjusted 12-month percent change number shall be used.

A. **FIXED HOURLY RATE**

A fixed hourly rate per vehicle revenue hour, per mode, for fixed-route with route deviation (flexroute)/fixed-route service and Dial-A-Ride will be, as follows:

<u>Flexroute/Fixed-Route & Dial-A-Ride</u>	
\$29.36	CY2020
\$30.94	CY2021
\$32.80	CY2022
\$34.49	CY2023
\$36.03	CY2024

Dial-A-Ride

"Vehicle revenue hours" will be calculated based on the actual time that each revenue vehicle is in service and available to passengers. For

flexroute and fixed-route service, “vehicle revenue hours” is defined as all hours accumulated by transit vehicles and includes only those hours while in revenue service.

For flexroute, fixed-route, and Dial-A-Ride service, “**vehicle revenue hours**” shall specifically exclude deadhead hours, including time for travel to and from storage facilities, changing routes, downtime for road calls, road tests, fueling, vehicle inspections, driver training, driver lunches, and rest breaks. Vehicle revenue hours shall include layover time. “**Total hours**” traveled by revenue vehicles consist of hours traveled when in revenue service and deadhead hours.

For Dial-A-Ride service, “**vehicle revenue hours**” will be calculated based on the time from a vehicle’s first pick up through the time of its last drop off. All vehicle travel with or without passengers while available to carry passengers between starting and ending points should be considered as revenue hours. Travel without passengers to and from a dispatching location should not be reported as vehicle revenue hours.

B. FIXED MONTHLY RATE

\$23,561	CY2020
\$24,311	CY2021
\$25,587	CY2022
\$26,641	CY2023
\$27,527	CY2024

Fixed monthly rate cost elements are detailed in the CONTRACTOR'S Proposal for Management and Operation of DART Services Cost Proposal Form that is attached hereto as Exhibit C.

XII. MAXIMUM OBLIGATION

Notwithstanding any provisions of this AGREEMENT to the contrary, CITY and CONTRACTOR mutually agree that CITY's maximum obligation under this AGREEMENT is limited to three million, four-hundred seventy-two thousand, three-hundred twenty-one dollars (\$3,472,321), including amounts payable to CONTRACTOR for subcontracts, leases, materials, and costs arising from or due to the performance of CONTRACTOR's obligations under of this AGREEMENT. It is the intent and expectation of the parties hereto that said maximum obligation shall be sufficient to compensate CONTRACTOR for services performed for the base term of this AGREEMENT. Said maximum obligation may be amended if CONTRACTOR and CITY agree to additional services or an extension period is provided subsequent to the initial base period.

In the event that CITY's maximum obligation provided herein is reached, CONTRACTOR shall have no obligation to perform any additional work under this AGREEMENT and, any work performed, or expenditures incurred, by the CONTRACTOR over and above the cumulative obligation amount specified above shall be at the sole risk of CONTRACTOR.

In the event that CITY does not intend to amend this maximum obligation amount, CITY shall so notify CONTRACTOR, by written notice, at least thirty (30) days before the maximum obligation amount specified herein is estimated to be reached.

XIII. INVOICES AND PAYMENT

Invoices shall be submitted to the CITY itemizing CONTRACTOR's full and complete performance hereunder for the previous one-month period. The invoice shall be in such form and shall incorporate such supporting documentation as CITY may from time to time require. All invoices shall be submitted in person, by mail or email to the following address:

City of Dinuba Public Works Department
Attention: Accounts Payable
1088 E. Kamm Avenue
Dinuba, CA 93618
Email: gavila@dinuba.ca.gov

If submitting by email, the CITY's Transit Manager shall be copied.

CITY shall endeavor to pay all reasonable and allowable items in CONTRACTOR's invoice, within the timeframes specified above. If CITY disputes any item on an invoice for a reasonable cause, or if the CITY discovers an invoice that has been paid in error, CITY may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for disputing the item(s) shall be stated in writing by CITY and sent to CONTRACTOR within fifteen (15) working days after receipt of invoice by CITY or fifteen (15) working days after the error is discovered.

XIV. AMENDMENTS

This AGREEMENT and its exhibits may be amended from time to time as agreed by the parties in writing. Such amendment shall become effective on the date, time and place so designated when pre-approved by Caltrans and signed by both CONTRACTOR and CITY.

XV. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS

This AGREEMENT is financed in part with funding received under Section 5311 of the Federal Transit Act.

“Awarding Agency” is the subrecipient of the State of California Department of Transportation.

“PROJECT” is the Awarding Agency’s federally supported project.

“CONTRACTOR” is the third-party vendor who has entered into this third-party contract with the Awarding Agency to provide goods or services directly to the Awarding Agency for the accomplishment of the PROJECT.

“Subagreements” are agreements made between the CONTRACTOR and any subcontractors to facilitate the accomplishment of this third-party contract.

All services performed by CONTRACTOR pursuant to this AGREEMENT shall be performed in accordance and full compliance with all applicable Federal laws and requirements as stated and amended, including, but not limited to:

15.1 No Obligation to Third-Parties by Use of a Disclaimer

- A. No Federal Government Obligation to Third Parties. The CONTRACTOR agrees that, absent of the Federal Government’s express written consent, the Federal Government shall not be subject to any obligations or liabilities to any contractor, any third-party contractor, or any other person not a party to the Grant Agreement in connection with the performance of the PROJECT. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, or third-party agreement, the Federal Government continues to have no obligation or liabilities to any party, including the CONTRACTOR or third-party contractor.
- B. Third-Party Contracts and Subagreements Affected. To the extent applicable, federal requirements extend to third-party contractors and their contracts at every tier, and to the subagreements of third-party contractors and the subagreements at every tier. Accordingly, the CONTRACTOR agrees to include, and to require its third-party contractors to include appropriate clauses in each third-party contract and each subagreement financed in whole or in part with financial assistance provided by the FTA.
- C. No Relationship between the California Department of Transportation and Third-Party Contractors. Nothing contained in this Contract or

otherwise, shall create any contractual relationship, obligation or liability between the California Department of Transportation and any third-party contractors, and no third-party contract shall relieve the CONTRACTOR of his responsibilities and obligations hereunder. The CONTRACTOR agrees to be fully responsible to the Awarding Agency for the acts and omissions of its third-party contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR'S obligation to pay its third-party contractors is an independent obligation from the Awarding Agency's obligation to make payments to the CONTRACTOR. As a result, the California Department of Transportation shall have no obligation to pay or to enforce the payment of any moneys to any third-party contractor.

- D. Obligations on Behalf of the California Department of Transportation. The CONTRACTOR shall have no authority to contract for or on behalf of, or incur obligations on behalf of the California Department of Transportation.
- E. Awarding Agency Approval of Subagreements. The Awarding Agency shall approve in writing all proposed Subagreements, Memorandums of Understanding (MOU), or similar documents relating to the performance of the Contract prior to implementation. The CONTRACTOR agrees that it will not enter into any Subagreements unless the same are approved in writing by the Awarding Agency. Any proposed amendments or modifications to such Subagreements must be approved by the Awarding Agency prior to implementation.

15.2 Program Fraud and False or Fraudulent Statements and Related Acts

- A. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801 et seq. and US Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this PROJECT. Upon execution of an underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, and pertaining to the underlying contract or the federally assisted PROJECT for which this contracted work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim,

statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 in the CONTRACTOR to the extent the Federal Government deems appropriate.

- B. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a PROJECT that is financed in whole or in part with federal assistance originally awarded by the FTA under the authority of 49 U.S.C. Section 5307, the Government reserves the right to impose the penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Section 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.
- C. The CONTRACTOR agrees to include the above two clauses in each subagreement financed in whole or in part with Federal Assistance provided by the California Department of Transportation. It is further agreed that these clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

15.3 Access to Records

The Awarding Agency, the California Department of Transportation, the State Auditor General, and any duly authorized representative of the Federal government shall have access to any books, records, and documents of the CONTRACTOR and its subcontractors that are pertinent to this Contract of audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. The CONTRACTOR shall include a clause to this effect in every subagreement entered into relative to the PROJECT.

Record Keeping

The CONTRACTOR and all subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Contract. All parties shall make such materials available at their respective offices at all reasonable times during the performance and for three (3) years from the date of final payment under this Contract and all subagreements.

Accounting Records

The CONTRACTOR shall establish and maintain separate accounting records and reporting procedures specified for the fiscal activities of the PROJECT. The CONTRACTOR'S accounting system shall conform to generally accepted accounting principles (GAAP) and uniform standards that may be established by California Department of Transportation. All

records shall provide a breakdown of total costs charged to the PROJECT including properly executed payrolls, time records, invoices, and vouchers.

15.4 Federal Changes, Amendments to State, and Local Laws, Regulations, and Directives

The terms of the most recent amendments to any federal, State, or local laws, regulations, FTA directives, and amendments to the grant or cooperative contract that may be subsequently adopted, are applicable to the PROJECT to the maximum extent feasible, unless the California Department of Transportation provides otherwise in writing.

15.5 Civil Rights (Title VI, EEO, & ADA)

During the performance of this Contract, the CONTRACTOR its assignees and successors in interest, agree to comply with all federal statutes and regulations applicable to grantee subrecipients under the Federal Transit Act, including, but not limited to the following:

- A. Race, Color, Creed, National Origin, Sex. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. Section 2000e, and federal transit law at 49 U.S.C. Section 5332, the CONTRACTOR Agrees to comply with all applicable equal employment opportunity (EEO) requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection from training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation any issue.
- B. Nondiscrimination. The CONTRACTOR, with regard to the work performed by it during the contract term shall act in accordance with

Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. Department of Transportation's Regulations, including employment practices when the Contract covers a program whose goal is employment. Further, in accordance with Section 102 of the Americans with Disabilities Act (ADA), as amended, 42 U.S.C. Section 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation may issue.

- C. Solicitations for Subcontractors Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation by the CONTRACTOR for work performed under a subagreement, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the subcontractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports. The CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Awarding Agency or the California Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the information, the CONTRACTOR shall certify to the Awarding Agency of the California Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination provisions of the Contract, the Awarding Agency shall:

1. Withholding of payment to the CONTRACTOR under the Contract until the CONTRACTOR complies, and/or
 2. Cancellation, termination, or suspension of the Contract, in whole or in part.
- F. Incorporation of Provisions. The CONTRACTOR shall include the provisions of these paragraphs A through F in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontractor or procurement as the Awarding Agency or the California Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such directions, the CONTRACTOR may request the Awarding Agency to enter into such litigation to protect the interest of the Awarding Agency, and, in addition, the CONTRACTOR may request the California Department of Transportation to enter into such litigation to protect the interests of the California Department of Transportation.

15.6 Incorporation of FTA Terms

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any California Department of Transportation requests which would cause the California Department of Transportation to be in violation of the FTA terms and conditions. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any Awarding Agency requests which would cause the Awarding Agency to be in violation of the FTA terms and conditions.

15.7 Energy Conservation

The CONTRACTOR agrees to comply with the mandatory energy efficiency standards and policies within the applicable California Department of Transportation energy conservation plans issued in

compliance with the Energy Policy and Conservation Act, 42, U.S.C. Section 6321 et seq.

15.8 DBE Contract Assurance

The CONTRACTOR or SUBCONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR or SUBCONTRACTOR shall carry out applicable requirement of 49 CFR Part 26 in the award and administration of [Federal] DOT-assisted contracts. Failure by the CONTRACTOR or SUBCONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of the Standard Agreement between the STATE and the Awarding Agency, the termination of this contract by the Awarding Agency, or such other remedy the STATE or Awarding Agency deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the CONTRACTOR from future bidding as non-responsive.

Awarding Agency shall notify the CALTRANS DBELO in the event the Awarding Agency finds the CONTRACTOR or SUBCONTRACTOR is in violation of 49 CFR Part 26 within five (5) business days the finding is made.

DBE Participation Goal

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The contract goal for participation of Disadvantaged Business Enterprises (DBE) for this contract is 0.3%.

Offerors are required to document sufficient DBE participation to meet the contract goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53 (3)(i)(A). Award of this contract is conditioned on submission of the following:

1. If the offer meets the DBE contract goal the offeror must include with the offer a completed ADM-0227F form.
2. If the offer cannot meet the DBE contract goal the offeror must include with the offer a completed ADM-0312F form that documents the offeror's good faith efforts (GFE) and ADM-0227F form. The Awarding Agency must document concurrence with the offeror's

GFE and provide a copy of the GFE to Caltrans DRMT Compliance Liaison for additional concurrence prior to contract award.

The CONTRACTOR shall not terminate the DBE subcontractors listed on ADM-0227F without the Awarding Agency's prior written consent and concurrence from the CALTRANS DBELO. The Awarding Agency may provide such written consent only if the CONTRACTOR has good cause to terminate the DBE firm. Before transmitting a request to terminate, the CONTRACTOR shall give notice in writing to the DBE SUBCONTRACTOR of its intent to terminate and the reason for the request. The CONTRACTOR shall give the DBE five (5) days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the contract for any reason, the CONTRACTOR shall make good faith efforts (GFE) to find another DBE subcontractor to substitute for the original DBE and immediately notify the Awarding Agency in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement.

Continued Compliance

The Awarding Agency shall monitor the CONTRACTOR'S DBE compliance during the life of this contract and submit to the STATE a completed ADM-0369 form in each their request for reimbursement (RFR) packet.

15.9 Prompt Payment and Return of Retainage

1. The Awarding Agency shall comply with 49 CFR Part 26.29 and ensure the CONTRACTOR pay its subcontractors performing work satisfactorily completed related to this contract no later than thirty (30) days after the CONTRACTOR's receipt of payment for that work from the Awarding Agency.
2. Unless the approved project is for Construction, the CONTRACTOR shall not hold retainage (withhold retention) from any subcontractor. The STATE shall not hold retainage (i.e. withhold retention) from any CONTRACTOR.
3. If a dispute arises regarding Construction projects only, the CONTRACTOR may exercise its rights under California Public Contract Code (PCC) Sections 10262 and 10262.5 or California Business and Professions Code (BPC) Section 7108.5, as applicable.
4. The CONTRACTOR is required to pay its subcontractors for satisfactory performance of work related to this Agreement no later than 30 days after the CONTRACTOR's receipt of payment for that

work from the Awarding Agency. In addition, the CONTRACTOR is required to return any retainage (retention) payment to any subcontractor within 30 days after the subcontractor's work related to this Agreement is satisfactorily completed.

15.10 Intelligent Transportation Systems (ITS) National Architecture

To the extent applicable, the CONTRACTOR agrees to conform to the National Intelligent Transportation System (ITS) Architecture and Standards as required by 23 U.S.C. Section 517(d), 23 U.S.C. Section 512 note, and 23 CFR Part 655 and 940, and follow the provisions of the FTA Notice, "FTA National ITS Architecture Policy on Transit projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives the FTA may issue at a later date, except to the extent the FTA determines otherwise in writing.

15.11 Debarment and Suspension

- A. The CONTRACTOR agrees to comply with the requirements of Executive Order Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. Section 6101 note; and U.S. DEPARTMENT OF TRANSPORTATION regulations on Debarment and Suspension and 49 CFR Part 29.
- B. Unless otherwise permitted by the California Department of Transportation, the CONTRACTOR agrees to refrain from awarding any third-party contract of any amount to or entering into any sub-contract of any amount with a party included in the "U.S. General Services Administration's (U.S. GSA) List of Parties Excluded from Federal procurement and Non-procurement Program," implementing Executive Order Nos. 12549 and 12689, "Debarment and Suspension" and 49 CFR Part 29. The list also include the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible for contract award under statutory or regulatory authority other than Executive Order Nos. 12546 and 12689.
- C. Before entering into any subagreements with any subcontractor, the CONTRACTOR agrees to obtain a debarment and suspension certification from each prospective recipient containing information about the debarment and suspension status and other specific information of that awarding agency and its "principals," as defined at 49 CFR Part 29.

- D. Before entering into any third-party contract exceeding \$25,000.00, the CONTRACTOR agrees to obtain a debarment and suspension certification from each third-party contractor containing information about the debarment and suspension status of that third-party contractor and its “principals,” as defined at 49 CFR 29.105(p). The CONTRACTOR also agrees to require each third-party contractor to refrain from awarding any subagreements of any amount, at any tier, to a debarred or suspended subcontractor, and to obtain a similar certification for any third-party subcontractor, at any tier, seeking a contract exceeding \$25,000.00.

15.12 Buy America

The CONTRACTOR shall comply with the Buy-America requirements of 49 U.S.C. 5323(j) and 49 CFR Part 661 for all procurements of steel, iron, and manufactured products used in PROJECT. Buy-America requirements apply to all purchases, including materials and supplies funded as operating costs, if the purchase exceeds the threshold for small purchases (currently \$100,000.00). Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(c) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

15.13 Provisions for Resolution of Disputes, Breaches, or Other Litigation

The Awarding Agency and the CONTRACTOR shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the CONTRACTOR shall submit to the Awarding Agency Representative for this Contract or designee a written demand for a decision regarding the disposition of any dispute arising under this Contract. The Awarding Agency Representative shall make a written decision regarding the dispute and will provide it to the CONTRACTOR. The CONTRACTOR shall have the opportunity to challenge in writing within ten (10) working days to the Awarding Agency’s Executive Director or his/her designee. If the CONTRACTOR’S challenge is not made within the ten (10) day period, the Awarding Agency Representative’s decision shall become the final decision of the Awarding Agency. The Awarding Agency and the CONTRACTOR shall submit written, factual information and supporting data in support of their respective positions. The decision of the Awarding Agency shall be final, conclusive, and binding regarding the dispute, unless the CONTRACTOR commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.

15.14 Lobbying

- A. The CONTRACTOR agrees that it will not use federal assistance funds to support lobbying. In accordance with 31 U.S.C. and U.S. Department of Transportation Regulations, "New Restrictions on Lobbying." 49 CFR Part 20, if the bid is for an award for \$100,000.00 or more the Awarding Agency will not make any federal assistance available to the CONTRACTOR until the Awarding Agency has received the CONTRACTOR'S certification that the CONTRACTOR has not and will not use federal appropriated funds to pay any person or organization to influence or attempt 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 grant, cooperative agreement, or any other federal award from which funding for the PROJECT is originally derived, consistent with 31 U.S.C. Section 1352, and;
- B. If applicable, 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 office 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 Form to Report Lobbying," in accordance with the form instructions.
- C. The CONTRACTOR shall require that the language of the above two clauses be included in the award documents for all sub-awards at all tiers (including subagreements, sub-grants, and contracts under grants, loans, and cooperative agreements) which exceed \$100,000.00 and that all awarding agencies shall certify and disclose accordingly.

This Contract is a material representation of facts upon which reliance was placed when the Contract was made or entered into. These provisions are a prerequisite for making or entering into a Contract imposed by Section 1352, Title 31, U.S. Code. Any person who fails to comply with these provisions shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each failure.

15.15 Clean Air

- A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq. The CONTRACTOR agrees to report each violation to the Awarding Agency and

understands and agrees that the Awarding Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

- B. The CONTRACTOR also agrees to include these requirements in each subagreement exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

15.16 Clean Water

- A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The CONTRACTOR agrees to report each violation to the Awarding Agency and understands and agrees that the Awarding Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The CONTRACTOR also agrees to include these requirements in each subagreement exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

15.17 Fly America

In accordance with Section 5 of the International Air Transportation Fair Competitive Practices Act of 1973, as amended, ("Fly America" Act), 49 U.S.C. 40118 and 41 CFR Part 301-10, the CONTRACTOR and all subcontractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation, to the extent such service is available or applicable.

15.18 Transit Employee Protective Arrangements

The CONTRACTOR agrees to comply with applicable transit employee protective requirements, as follows:

- A. The CONTRACTOR agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Contract and to meet the employee protective requirements of 49 U.S.C. 5333(b), and U.S.DOL guidelines at 29 CFR Part 215, and any amendments there to.

- B. The CONTRACTOR also agrees to include the applicable requirements in each subagreement involving transit operations financed in whole or in part with federal assistance provided by the FTA.

15.19 Charter Service Operations

The CONTRACTOR agrees to comply with 49 U.S.C. Section 5323(d) and 49 CFR Part 604, which provides that recipients and awarding agencies of the FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions listed at 49 CFR-Subpart B. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation. The CONTRACTOR assures and certifies that the revenues generated by its incidental charter bus operations (if any) are, and shall remain, equal to or greater than the cost (including depreciation on federally assisted equipment) of providing the service. The CONTRACTOR understands that the requirements of 49 CFR Part 604 will apply to any charter service provided, the definitions in 49 CFR part 604 apply to this contract, and any violation of this contract may require corrective measures and the imposition of penalties, including debarment from the receipt of further federal assistance for transportation.

15.20 School Bus Operations

Pursuant to 49 U.S.C. 5323(F) and 49 CFR Part 605, the CONTRACTOR agrees that it and all its subcontractors will: (1) engage in school transportation operations in competition with private school transportation operators only to the extent permitted by an exception provided by 49 U.S.C. 5323(F) and implementing regulations, and (2) comply with requirements of 49 CFR Part 605 before providing any school transportation using equipment or facilities acquired with federal assistance awarded by the FTA and authorized by 49 U.S.C. Chapter 53 or Title 23 U.S.C. for transportation projects. The CONTRACTOR understands that the requirements of 49 CFR Part 605 will apply to any school transportation it provides, that the definitions of 49 CFR Part 605 apply to any school transportation agreement, and a violation of the contract may require corrective measures and the imposition of penalties, including debarment from the receipt of further federal assistance for transportation.

15.21 Drug-Free Workplace and Drug and Alcohol Testing

The CONTRACTOR certifies by signing a Contract with the Awarding Agency that it will provide a drug-free workplace, and shall establish policy prohibiting activities involving controlled substances in compliance with Government Code Section 8355, et seq. The CONTRACTOR is required to include the language of this paragraph in award documents for all sub-awards at all tiers (including subagreements, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all awarding agencies shall disclose accordingly. To the extent the CONTRACTOR, any third-party contractor at any tier, any awarding agency at any tier, or their employees, perform a safety sensitive function under the PROJECT, the CONTRACTOR agrees to comply with, and assure the compliance of each affected third-party contractor at any tier, each affected awarding agency at any tier, and their employees with 49 U.S.C. Section 5331, and the FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations," 49 CFR Part 655.

The CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the California Department of Transportation, or the Awarding Agency to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The CONTRACTOR agrees further to certify annually its compliance with Part 655 before March 1 and to submit the Management Information System (MIS) reports before March 15 or required deadline to the appropriate Caltrans office. To certify compliance the CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

15.22 Recycled Products

The CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

XVI. SAFE OPERATION OF MOTOR VEHICLES

- A. Seat Belt Use - The CONTRACTOR is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the CONTRACTOR or AGENCY.
- B. Distracted Driving - The CONTRACTOR agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle CONTRACTOR owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

XVII. AUDIT AND RETENTION OF RECORDS

CONTRACTOR shall allow the authorized representatives of COUNTY, the U.S. Department of Transportation, and the Comptroller General of the United States and the California State Controller's Office to inspect and audit all data and records of the CONTRACTOR relating to performance under this AGREEMENT. Such audit shall be allowed upon reasonable notice of any aforementioned agency. Further, CONTRACTOR shall maintain all required records for three (3) years after final payment under this AGREEMENT and until all other pending matters are closed.

XVIII. ASSIGNMENT

Neither party shall assign or subcontract this AGREEMENT or its rights and duties hereunder, nor any interest herein, without the express written consent of the other party, unless such assignment or subcontract is to a wholly-owned subsidiary.

XIX. ATTORNEY'S FEES

The prevailing party in any enforcement action arising in respect to this AGREEMENT shall be entitled to recover from the other party all costs of such enforcement action including, without limitation, reasonable attorney's fees, court costs and related expenses.

XX. GOVERNING LAW

Except for Section XII of this Agreement, this Agreement shall be governed by the laws of the State of California.

XXI. ENTIRE AGREEMENT

This instrument, including the Exhibits attached hereto, contains the entire AGREEMENT of the parties and supersedes all prior and contemporaneous agreements or understandings, whether written or oral, with respect to the subject matter hereof. No amendment or modification hereto shall be valid unless in writing and signed by both parties hereto.

XXII. SEVERABILITY

If any provision of this AGREEMENT, or any amendment thereof, should be invalid, the remaining provision shall remain in effect and be so construed as to effectuate the intent and purposes of this AGREEMENT and any amendments thereto.

XXIII. NOTICES

All notices, requests and communications provided hereunder shall be in writing and hand delivered or mailed by United States Registered, Certified or Express Mail, return receipt requested, and addressed to the party's principal place of business as set forth in this AGREEMENT adjacent the signature of each party (or to such other address provided in writing by such party).

XXIV. WAIVER

The waiver by either party hereto of a breach of any term or provision of this AGREEMENT shall not operate or be construed as a waiver of a subsequent breach of the same provision by any party or of a breach of any other term or provision of this AGREEMENT.

XXV. FORCE MAJEURE

Either party shall be excused from performing its obligations under this AGREEMENT during the time and to the extent that it is prevented from performing by a cause beyond its control, including, but not limited to: any incidence of fire, flood, or strike; acts of God; acts of the Government; war or civil disorder; violence or the threat thereof; severe weather; commandeering of material, products, plants, or facilities by the federal, state, or local government; national fuel shortage; or a rational act or omission by the other party, when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is beyond the reasonable control of, and is not due to the fault or negligence of the party not performing.

XXVI. TERMINATION

A. Termination for Convenience (General Provision)

When it is in the CITY'S best interest, the CITY reserves the right to terminate this AGREEMENT, in whole or in part, at any time by providing a THIRTY (30) DAY WRITTEN NOTICE to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the CITY. If the CONTRACTOR has any property in its possession belonging to the CITY, the CONTRACTOR will account for the same, and dispose of it in the manner the CITY directs.

B. Termination for Default (General Provision)

If the CONTRACTOR does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONTRACTOR fails to perform in the manner called for in the contract, or if the CONTRACTOR fails to comply with any other provisions of the contract, the CITY may terminate this contract for default. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the CITY that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the CONTRACTOR, the CITY, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.

C. Mutual Termination

The PROJECT may also be terminated if the CITY and the CONTRACTOR agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the PROJECT equipment or otherwise complete the PROJECT.

This agreement is duly executed this _____ day of January, 2020.

City of Dinuba

MV Transportation, Inc.

By: _____

By: _

Title: _____

Title: _

(Signature)

(Signature)



City Council Staff Report

Department: FINANCE SERVICES

January 14, 2020

To: Mayor and City Council

From: Margarita Moreno, Administrative Services Director

By: Maria Alaniz, Human Resources Manager

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

RECOMMENDATION

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

EXECUTIVE SUMMARY

The City and Dinuba Firefighters' Association concluded negotiations on a new Memorandum of Understanding (MOU) for the term of July 1, 2019 through June 30, 2024. The Association signed the new agreement on December 12, 2019.

OUTSTANDING ISSUES

None.

DISCUSSION

The Memorandum of Understanding (MOU) with the Dinuba Firefighters' Association expired on June 30, 2019. The City and Association have held several meet and confer sessions with the goal of reaching a new MOU.

The City and Association concluded negotiations and the Association signed the agreement on December 12, 2019. The new MOU is for the term of five years effective July 1, 2019 through June 30, 2024. A full copy of the MOU is enclosed herein as Exhibit 'A', and the agreed changes to the MOU are summarized as follows:

- Added current 48/96 work schedule to MOU
- Removed residency requirement

- Added bilingual pay of \$75 per month
- Increased vacation maximum accrual hours from 224 to 288 to enforce maximum accumulation of vacation hours
- Educational assistance increased from \$500/fiscal year to \$750/fiscal year for a two-year degree or \$1,000/fiscal year for a four-year degree or initial paramedic training, for a maximum \$1,000/fiscal year

The City Council is being asked to adopt Resolution No. 2020-01 enclosed herein as Attachment 'A' approving the MOU and authorizing the City Mayor to execute the agreement.

FISCAL IMPACT

The annual cost of the agreement is dependent on the employees qualifications not to exceed the total annual amount of \$48,000.

PUBLIC HEARING

None.

ATTACHMENTS:

A: Resolution No. 2020-01

Exhibit 'A' Dinuba Firefighters' Association Memorandum of Understanding

RESOLUTION No. 2020-01

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DINUBA,
APPROVING A MEET AND CONFER AGREEMENT TO THE MEMORANDUM OF UNDERSTANDING
WITH THE DINUBA FIREFIGHTERS' ASSOCIATION**

WHEREAS, negotiations have concluded between the City of Dinuba and the Dinuba Firefighters' Association;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Dinuba, California, as follows:

1. The proposed agreement to the Memorandum of Understanding between the City of Dinuba and the Dinuba Firefighters' Association is hereby approved.

2. The said memorandum is appended hereto as Exhibit 'A', and is hereby incorporated herein by reference as set forth.

3. All provisions of prior Memorandum of Understanding, resolutions and ordinances not amended by said Meet and Confer Agreement (Exhibit 'A') shall remain in full force and effect.

4. It is hereby directed that all changes provided by said Meet and Confer Agreement (Exhibit 'A') shall be carried out and is effective herewith in the manner provided therein.

THEREFORE BE IT RESOLVED that this resolution is adopted and approved by the City Council of the City of Dinuba on this 14th day of January 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

Exhibit 'A'

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DINUBA
AND THE DINUBA FIREFIGHTERS' ASSOCIATION**

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This Memorandum of Understanding, hereinafter referred to as the "Understanding" is made and entered into at Dinuba, California, this 1st day of July, 2019, by and between the City of Dinuba, hereinafter referred to as the "City" and the Dinuba Firefighters' Association, hereinafter referred to as "Association" for and on behalf of the employees in the Association.

The provisions of this understanding shall be subordinate to any present or subsequent Federal Law, or City rules and regulations. The term of this Understanding is from July 1, 2019, through June 30, 2024.

The duration of this MOU shall be four years, expiring on June 30, 2024. The Firefighters' Association and the City shall have the right to reopen the compensation section of the MOU in order to meet and confer over potential wage increases or decreases in years 2, 3 and 4 of this four-year agreement. The reopener shall commence in January of each year, upon notification of the desire to meet and confer by either the Association or the City by December of the previous calendar year. This reopener does not guarantee any changes to compensation; rather, it only guarantees the ability to negotiate the subject.

PURPOSE: The purpose of this Understanding is to promote and provide harmonious relations, cooperation and understanding between the City and its employees covered herein and to set forth the full understandings reached as a result of meeting and conferring on hours, wages and working conditions in accordance with State law and City ordinances, rules and regulations.

SCOPE: This Understanding sets forth the full and entire Understanding of the City and the Association.

SEVERABILITY: Should any part of this Understanding be rendered or declared illegal or invalid by legislation or decree of a court of competent jurisdiction, this invalidation shall not affect the remaining portions of the Understanding.

MODIFICATION: Any agreement, alteration, understanding, variation, waiver or modification affecting any of the terms or provisions contained in this Understanding shall not be binding upon the City or the Association unless made and executed in writing by the City and the Association and, if required, approved by the City Council.

MUTUAL RESPONSIBILITY: The City and the Association recognize their mutual responsibility to provide the citizens those municipal services deemed appropriate by the City.

CITY RIGHTS: The City reserves, retains and is vested with, solely and exclusively, all rights which have not been expressly provided to the Association by specific provisions of this Understanding including but not limited to:

- 1) The nature and extent of services performed;
- 2) The employee's work weeks, shift plans and work hours;
- 3) The methods, means and personnel by which the City's operations are to be conducted; and
- 4) Such other decisions as may be necessary to organize and operate the City in the most efficient manner as determined by the City.

EMPLOYEE RIGHTS AND ASSOCIATION RIGHTS: The City recognizes the Association as the exclusive representative of Fire Department employees. The City shall consult with the Association on matters of pay, hours, and working conditions in accordance with State law and City policies, rules and regulations.

Employees shall be free to participate in Association activities without interference, intimidation or discrimination in accordance with State law and City policies, rules and regulations.

POLICIES AND PRACTICES: The Personnel Policies and Practices, as they exist now or as they may be amended through the meet and confer process, shall be applicable to employees unless superseded by any provisions of this Understanding.

INSURANCE

HEALTH INSURANCE: The City shall provide each employee a description of the current health insurance plan.

The City reserves the right to supply similar insurance benefits at the least costly method. In the event that the City should seek to change either the medical or dental insurance carriers, a representative of the Association will be placed on the committee to survey and make recommendations to the City Manager.

Each employee shall contribute towards the premiums of the health insurance. The contribution shall increase each year by the CPI (based on Consumer Price Index, All Urban Consumers, U.S. City Average, December to December).

In the event that the City makes available alternate medical insurance plans, employees may elect to enroll into one of those plans during the open enrollment period. Employees will then be required to pay the premium, if any, that is specified at the time for that particular coverage.

DENTAL AND VISION INSURANCE: Commencing July 1, 2006, the employee will bear the costs above \$100.00. The City shall provide each employee description of the current dental and vision insurance plans.

LIFE INSURANCE: The City shall provide term life insurance at least equal to the current policy in the amount equal to \$1,000 for every \$1,000 (or fraction) of annual salary; the City shall also provide coverage of accidental death or dismemberment benefits.

SHORT-TERM DISABILITY: The City shall provide employees with short-term disability at least equivalent to the current policy of up to 60% of employee's weekly earnings with a 60 day waiting period.

LONG-TERM DISABILITY: The City shall provide employees with long-term disability insurance at least equivalent to coverage of the current policy of up to 60% of employee's monthly earnings with a 180 calendar-day waiting period.

UNEMPLOYMENT INSURANCE: The City pays the cost of Unemployment Insurance to provide employees a weekly income when out of work through no fault of the employee (layoff).

INDUSTRIAL INJURY OR ILLNESS: Industrial injury or illness benefits shall be payable in situations where employee's absence is due to industrial injury or illness as provided in California Worker's Compensation Law and City policies.

RETIREE HEALTH INSURANCE/MEDICARE SUPPLEMENT: Health and Dental insurance is available to employees upon retirement. Effective January 1, 2005, employees retiring from the City of Dinuba with at least 15 years of continuous full-time service to the City of Dinuba shall have 75% of their City employee medical/prescription plan premium, including dependent coverage, paid by the City. See details under "Forfeiture of Sick Leave" section.

City pays 100% for retirees for the City of Dinuba's approved Medicare Supplement plan. Retiree must have at least 15 years of continuous full-time service to the City and have maintained continuous coverage under the City of Dinuba's health insurance plan.

The City will discontinue the Retiree Health Insurance and the Medicare Supplement for full-time employees hired on or after 7/1/14.

HEALTH INSURANCE COMMITTEE: The Health Insurance Committee will reconvene and meet on a quarterly basis. The committee will be provided financial reports regarding the health insurance fund.

RETIREMENT

Employees shall be provided retirement benefits under the California Public Employees Retirement System (PERS).

Safety Classification	Retirement Formula
Safety (Classic)	2% @ 50
Safety (New Members)	2.7% @ 57

The retirement formula is 2% @ 50 for safety employees for existing PERS members as of December 31, 2012.

Safety: Employees classified as Classic Members (not new to the CalPERS system on or after 1/1/13) employees shall contribute 12% towards PERS retirement contributions. Employees who meet the definition of a CalPERS classic member will pay the full employee PERS contribution of 9% and the employee shall pay an additional 3% toward the employer contribution, for the total of 12%.

Under Public Employees' Pension Reform Act (PEPRA), for safety "new members" on or after January 1, 2013, the retirement formula will be 2.7% @ 57. Effective 7/1/14, new members will contribute 50% of the total normal cost of the retirement plan.

The City will amend the contract with PERS, effective July 1, 2001, to include One-Year Final Compensation for purposes of retirement benefit calculations.

Specific details regarding these retirement plans are available to employees from either the Payroll or Human Resource Services Departments. The City shall provide each employee with a description of the retirement plan.

SICK LEAVE

STATEMENT OF POLICY: Sick leave shall not be considered as a privilege which an employee may use at his/her own discretion, but shall be granted only for bona fide necessity as defined herein.

ELIGIBILITY OF SICK LEAVE:

- a) All regular full-time and probationary employees upon completion of 30 calendar days of continuous service shall be eligible for sick leave with pay.
- b) Employees accrue sick leave from the first day of employment and may use sick leave as it accrues in accordance with City policy.
- c) Temporary or part-time employees shall not be eligible for sick leave with pay, under this policy.

ACCRUAL OF SICK LEAVE: Sick leave shall be accrued and credited monthly from the first day of employment by all Fire shift employees who are on a pay status. Sick leave shall accrue at the rate of 5.54 hours per pay period (based on 26 pay periods/year).

ACCUMULATION OF SICK LEAVE: Sick leave may be accumulated by all full-time employees for an unlimited number of days.

SICK LEAVE INCENTIVE: In addition to current accrual rates (5.54 hours per pay period), on June 30 of each year if the sick leave balance is at a certain level, then additional hours of leave will be added on July 1 (see below). Eligibility is renewed each year; the additional days are not granted if the leave balance falls below the incentive level.

Sick leave accrual balances of 500 hours or more receive 48 hours

Sick leave accrual balances of 1,000 hours or more receive 96 hours

HOLIDAYS WITHIN SICK LEAVE: Observed holidays occurring during sick leave shall not be counted as a day of sick leave.

DEPLETION OF SICK LEAVE: Certification of the need for medical leave must be obtained from a physician. Leave must be recommended by the Department Director and approved by the City Manager. If the employee is unable to return to work at the end of this period, he/she must request further medical leave which will be subject to approval by the City Council. If further leave is granted, the employee must notify the City of his/her intent to return to work every 30 calendar days. If further leave is not granted, the employee's service with the City shall be considered terminated. Refer to Leave of Absence without Pay.

Disability retirement from City service shall be subject to the terms and conditions of the City's retirement system.

FORFEITURE OF SICK LEAVE: Employees leaving City service shall forfeit all accumulated sick leave except:

- a) Upon retirement, an employee may choose to be paid for up to 28 24-hour shifts (based on a 56-hour work week) of accumulated sick leave; or to cash in total sick leave accumulation at employee's rate of pay at retirement (based on a 56-hour work week) and put the money in trust with the City to be used to pay medical and dental insurance premiums (at City's rate) until retiree becomes entitled to Medicare.

If amount is exceeded before entitlement to Medicare, retiree has the option of paying the premiums to the City for insurance coverage or dropping coverage. If money in the employee's trust account is not depleted prior to entitlement to Medicare, the money shall be removed from the trust account and revert back to City use.

- b) An employee who separates from City service with a minimum of five years of continuous service shall be entitled to 50% of up to 672 hours of accumulated sick leave with a maximum of 14 24-hour shifts at employee's current rate of pay based upon a 56-hour work week.

ILLNESS WHILE ON VACATION: An employee who becomes ill while on vacation may have such period of illness charged to his/her accumulated sick leave instead of vacation provided that:

- a) immediately upon return to duty, the employee submits to the Department Director a written request for sick leave and a written statement signed by the employee's physician confirming the illness and providing dates of the illness;
- b) the Department Director recommends and the Personnel Officer/City Manager approves the granting of such leave.

DEDUCTION OF SICK LEAVE: Sick leave shall be deducted at the rate of one hour sick leave for each hour absent; less than one hour used will be charged as one full hour. After one full hour off, time in less than one-half hour increments will be charged to the next hour.

MEDICAL CERTIFICATION: An employee who is absent longer than three (3) 24-hour shifts may require a medical certification. A medical certification may be required regardless of length of absence at the request of Human Resources.

USAGE OF SICK LEAVE: Sick leave may be used as needed and approved, to the point of depletion, at which time the employee will no longer receive pay for sick leave. Sick leave may be taken for:

- a) the employee's own diagnosis, care, or treatment of a existing health condition or preventive care;
- b) the diagnosis, care or treatment of an existing health condition or preventive care for an employee's family member including:
- Child (including a biological, adopted, or foster care child, stepchild, legal ward, or child to whom the employee stands in loco parentis);
 - Spouse or Registered Domestic Partner;
 - Parent (including biological, adopted, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a parent who stand in loco parentis when the employee was a minor child);
 - Grandparent;
 - Grandchild;
 - Siblings.
- c) to obtain an relief or services related to being a victim of domestic violence, sexual assault or stalking;
- d) death of a member of employee's family, listed above or close relative; up to two (2) working shifts may be taken for any one death in order to provide employee with up to five consecutive days off.

VACATION LEAVE

VACATION ACCRUAL: Each full-time regular and probationary employee working on a 56-hour work week shall accrue and have vested vacation leave with pay as follows:

1-5 years service	4.84 hours biweekly	10.5 hours/month
6-10 years service	7.38 hours biweekly	16.0 hours/month
11-15 years service	8.07 hours biweekly	17.5 hours/month
16-20 years service	10.15 hours biweekly	22.0 hours/month
21+ years service	12.32 hours biweekly	26.7 hours/month

Vacation time accrues from the date of hire at biweekly rates consistent with the above schedule.

SCHEDULING OF VACATION: Vacation scheduling shall be done departmental with regard to the employee's desires and needs, however, vacations shall be scheduled and approved by the Department Director so as to not interfere seriously with or impair departmental efficiency. Seniority will be considered should there be a conflict of dates within the department.

ILLNESS WITHIN VACATION LEAVE: Employees who become ill or injured during annual vacation leave may have such periods of illness charged to his/her accumulated sick leave instead of vacation provided the requirements are met as stated in the "Sick Leave" rule.

MAXIMUM ACCRUAL OF VACATION: An employee will stop earning additional vacation leave once the employee reaches the maximum accrual amount of 288 hours. No additional vacation leave will be earned until an employee's accumulation drops below the maximum accrual amount of 288 hours.

VACATION/COMPENSATORY TIME BUY BACK: On a fiscal year basis, July through June, employees may cash out actual vacation leave or compensatory time provided the following conditions are met:

- a) Accumulated vacation time shall be in excess of 144 hours;
- b) Cash-out shall be at a ratio of 48 hours vacation or compensatory time per 48 hours of vacation or compensatory cash-out, up to a maximum of 144 hours per year;
- c) Cash out shall be in equal amounts of the time off taken;
- d) Requests for vacation cash-out shall be approved by the Department Director and Finance Director no later than two weeks before the start of the approved leave.

VACATION & LEAVES OF ABSENCE: No personal leave of absence without pay for more than one day shall be granted as long as the employee has accumulated vacation.

PAYMENT FOR VACATION LEAVE UPON SEPARATION: Employees who terminate or retire shall be paid for any accrued vacation at the employee's current rate of pay based upon a 56-hour work week.

VACATION DONATION POLICY: This policy provides a procedure for employees to donate vacation time to another employee within the Association in accordance with the Vacation Donation Policy. The City reserves the right to modify the policy as required and upon discussion with the Association. Refer to Vacation Donation Policy for Dinuba Firefighters' Association.

HOLIDAYS

The following holidays are to be recognized by the City:

- a) Independence Day (July 4)
- b) Labor Day (First Monday in September)
- c) Veteran's Day (November 11)
- d) Thanksgiving Day (Fourth Thursday in November)
- e) Day after Thanksgiving
- f) Christmas Eve
- g) Christmas Day
- h) New Year's Day
- i) Martin Luther King (Third Monday in January)
- j) President's Day (Third Monday in February)
- k) Memorial Day (Last Monday in May)
- l) Two floating holidays to be accrued on July 1 and used before June 30 of the following year.

Full-time employees of the Fire Department working a 24-hour shift schedule shall earn 11 hours of accumulated time off for each fixed holiday. Fire Department shift personnel shall be compensated for 33 floating holiday hours on June 30 of each year based on the employee's rate of pay, 56-hour work week. Shift employees on light duty (non-4850 workers compensation) working an eight hour shift do not receive holiday comp time but rather receive the holiday off as a regular 8:00 - 5:00 employee.

Martin Luther King holiday is recognized as a fixed holiday observed by the City (3rd Monday in January); Fire Department shift personnel shall be granted the King holiday as a floating holiday.

Employees hired after July 1 shall receive credit for floating holidays on a pro-rated basis; employees leaving City employment before June 30 shall receive credit for floating holidays on a pro-rated basis, as holidays are paid in arrears.

LEAVES WITH PAY

All employees shall be granted leaves of absence with pay for the following:

Jury Duty: Employees required to report for jury duty shall be granted a leave of absence with pay from their assigned duties until released by the court, provided the employee remits to the City all fees received for such duties other than employee's expenses and mileage within 30 calendar days from termination of the jury service.

Subpoenas: Employees who are subpoenaed to appear as witness in behalf of the City shall be granted leaves of absence with pay from their assigned duties until released. The employee shall remit all fees received for such appearances to the City within 30 calendar days from the termination of his/her service (employee's expenses and mileage are not considered fees).

Court Appearances: Employees who must appear in court resulting from their official duties shall be granted leaves of absence with pay from their assigned duties until released by the court.

Military: Refer to the Military Leave Policy #96-05.

LEAVES OF ABSENCE WITHOUT PAY

Leaves of absence without pay may be granted for pregnancy, in case of emergency or need, or where such absence would not be contrary to the best interests of the City. Such leaves should be regarded as a privilege and not a right. There should also be the expectation that the employee will return to City employment at the expiration of such leave. For leaves that qualify for protected leave status (Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), Pregnancy Leave (PDL), etc.) employees must exhaust available accrued leave before requesting leave without pay.

PROCEDURE TO REQUEST LEAVE OF ABSENCE:

- 1) Employee shall submit a written request for leave to his/her Department Director;
- 2) Department Director shall make a recommendation on granting the leave to the City Manager;
- 3) Requested leaves of less than 14 24-hour shifts may be approved in writing by the Department Director; requested leaves of 14 24-hour shifts or more must have City Manager's approval and in no case shall a unpaid leave of absence exceed six (6) months.

LEAVE OF ABSENCE LESS THAN 14 24-HOUR SHIFTS: When a leave of absence is less than 14 24-hour shifts, there is no adjustment to employee's benefits, seniority or anniversary date.

LEAVE OF ABSENCE 14 24-HOUR SHIFTS OR MORE: An employee on a leave of absence of 14 24-hour shifts or more:

- 1) ceases to accrue sick leave and vacation time after the 14th shift;
- 2) loses all insurance benefits beginning on the first day after the 14th shift. The employee may keep the policy in force by paying the City for the cost of the insurance premium;
- 3) shall have his/her seniority status adjusted to allow for the time over the 14th shift spent on leave;
- 4) shall have his/her anniversary date set back by the number of days spent on leave from the 14th shift;
- 5) shall not have such leave considered as a "break in service" in regard to continuous service for pay off of sick leave upon separation from City service;
- 6) in no case shall a leave of absence exceed six (6) calendar months.

RETURNING TO WORK AFTER LEAVE OF ABSENCE: Upon expiration of a regularly approved leave or within a reasonable period of time after notice to return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration or within three (3) shifts after notice to return to duty shall be cause for discharge. The depositing in the United States mail of a first class letter, postage paid, addressed to the employee's last known place of address shall be reasonable notice of termination.

EDUCATIONAL ASSISTANCE

A voluntary vocational training program is available to all employees and is designed to give employees incentive to improve skills within the job classification held and to improve work performance. Regular fulltime employees are eligible for class(es) or course(s) that are work related and/or working towards a degree from an accredited school.

Prior to registration of course(s), employee must have approval of the Department Director; immediately after and before the start of the course(s) forward the Educational Assistance Reimbursement form for written approval by the City Manager or designee to qualify for this educational benefit.

The City agrees to pay for employees' tuition, books, and fees (up to \$750/fiscal year for a two year degree and \$1,000/fiscal year for a four year degree or initial paramedic training, maximum reimbursement \$1,000/fiscal year) relative to courses that are job-related or are of benefit to the City. Employee must receive approval prior to class(es) starting and show proof of completion of the course(s) with a satisfactory grade before reimbursement will be granted.

Employees may apply for job-related vocational training costs through their Department Director on forms provided by Human Resources; reimbursement for vocational training is to be handled through the normal budget process.

Classes required by the City shall be paid for by the City.

With approval by the Fire Chief, educational assistance money may be used for seminars and conferences that are a direct benefit to the department and employee.

OVERTIME

POLICY: It is the policy of the City that overtime work be kept to the minimum consistent with protection of life, property and the efficient operation of the departments and activities of the City. No employee will be scheduled for or paid overtime as a means of increasing his/her earnings above the limits imposed by the approved salary range of the employee's position, nor shall the employees of a department be scheduled for overtime on a continuing basis. The basis of overtime is to provide a means of meeting occasional emergencies on a temporary basis without hiring additional employees.

OVERTIME COMPENSATION: Compensation for Fire Department shift personnel shall be paid at a rate of time and one-half for hours worked based on a 56-hour work week. Employees may determine whether to receive overtime pay or compensatory time off at the time it is earned. Compensatory time is earned at the rate of time and one-half for hours worked. Call-outs are for a two (2) hour minimum at one and one-half (1½) rate base on a 56-hour week.

VACATION/COMPENSATORY TIME: Employees shall take vacation and compensatory time off in equal amount, if there is time available in both accounts.

FIRST RIGHT OF REFUSAL: Association members shall have the First Right of Refusal for overtime/shift coverage opportunities in instances of unscheduled absence. The City shall retain the right to manage staffing needs as it deems appropriate in terms of scheduled absences such as trainings, vacations, etc.

ACCUMULATION OF COMPENSATORY TIME: Employees may accumulate compensatory time off to a maximum of 240 hours.

COMPENSATORY TIME REASONABLE NOTICE: Employees shall provide at least five (5) working days notice to the supervisor when requesting to use compensatory time off (CTO). The supervisor has the discretion to waive the 5-day notice. The employee agrees to consult with the supervisor to ensure staffing needs will be met.

CONDITIONS OF LOCAL PERIL OR DISASTER: In case of disasters, state of extreme emergency or local peril, the overtime procedures herein established shall not be in effect and compensation procedures will be determined at that time for such conditions.

AMBULANCE DUTY: Full-time personnel working ambulance on days off will be paid at time and one-half their regular salary to the nearest quarter hour (based on 56-hours). Minimum per call rate of two (2) hours.

SALARY

Should the City be faced with a major crisis that would have a severe financial effect on four-year budget projections, the City would retain the right to reopen salary negotiations with the Association.

CLASSIFICATION PLAN: The Classification Plan shall be maintained and reviewed.

SALARY COMPARISON: For salary comparison purposes, the classification of Engineer will be compared to the classification of Engineer/Paramedic when the City conducts its survey of other cities. The Association agrees that said comparison is based on the duties performed. Should Tulare County begin certifying Paramedics, then the Association will not be entitled to any further compensation for attaining Paramedic certification.

BI-LINGUAL PAY: Employees successful through a bi-lingual (English/Spanish) proficiency examination as administered by the City will be paid \$75 per month. Testing shall be conducted once per year as designated by the City. The effective date of the pay shall be the subsequent January 1st. Candidates canceling or failing to appear to the testing appointment shall be allowed to test during the next annual testing period.

For fiscal year 2019/20, the Bilingual examination will be conducted in the month of October and the effective date of the pay shall be November 1, 2019.

FIRE OFFICER CERTIFICATE INCENTIVE PAY: Effective July 1, 2006, Fire Officer Certificate Pay will be \$62.50 per month. The Fire Department will certify to Human Resources on a Personnel Action Notice form those employees that are eligible for this incentive pay. The effective date of the incentive pay shall be the date the department receives and approves documentation of said certification.

OUT-OF-CLASSIFICATION PAY: Employees working out-of-classification after completion of twelve (12) training shifts shall receive additional compensation of 5% of the hourly rate of the "A" step on the salary range for the position assigned to for the shift (based on 56-hour work week). The Fire Chief shall notify the payroll unit by noting on the time sheet when the employee is eligible to receive the added compensation for working out-of-classification. Eligibility is subject to the Fire Chief's approval.

PRECEPTOR PAY: Employees designated as "Preceptor Trainers" will receive additional compensation of 3% of their base hourly rate for the time spent performing Preceptor duties. The Fire Chief shall have approval over who is designated as a Preceptor Trainer and who is assigned to whom for training.

WORK SCHEDULE: 48/96 WORK WEEK: Consistent with the City's 7K FLSA schedule, employees shall work a 48/96 work week schedule. The City reserves the right to annually review the effectiveness of the plan, at which time the City may engage in a meet and confer with the Firefighters' Association regarding the work schedule.

MISCELLANEOUS

AMBULANCE SERVICE: City to accept insurance consignment as payment in full for City of Dinuba ambulance service for all full-time employees, their dependents (dependents as specified in insurance coverage), and retirees covered under the City's medical plan(s).

CONDITION OF EMPLOYMENT (NON-USE OF TOBACCO): Employees represented by the Dinuba Firefighters' Association who are employed from an eligibility list dated from January 1, 1991, shall be non-users of tobacco. All job bulletins shall specify that only non-users of tobacco need apply. New employees hired under this non-use of tobacco provision shall be required to sign a statement affirming that, as a condition of continued employment, he/she will refrain from using tobacco. An employee may be dismissed for good cause if he/she begins using tobacco.

EMPLOYEE ASSISTANCE PROGRAM (EAP): The EAP is extended as a benefit to all employees and their immediate families. EAP assessment and referral sessions and counseling provided by the EAP office are limited to the current policy. Services not provided by the EAP office or EAP counseling provided beyond the current policy are at the expense of the employee.

LICENSES & CERTIFICATES: Licenses and certificates required and utilized (including Acting-in-Capacity) by the City, State or County shall be paid for by the City.

NOTARY SERVICE: Employees are granted free notary service; this service is provided at City Hall.

PEACEFUL PERFORMANCE CLAUSE: The parties hereto recognize and acknowledge that the services performed by the City employees covered by this Agreement are essential to the public health, safety, and general welfare of the residents of the City of Dinuba.

In the event of any work stoppage, during the term of the agreement, whether by the Association or by any member of the bargaining unit, the Association by its officers, shall immediately declare in writing and publicize that such work stoppage is illegal and unauthorized, and further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be personally served upon the City. In the event of any work stoppage, the Association shall promptly and in good faith perform the obligations of this paragraph, and providing the Association had not otherwise authorized, permitted or encouraged such work stoppage, the Association shall not be liable for any damages caused by the violation of the provision. However, the City shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to, any work stoppage activity herein prohibited, and the City shall have the right to seek full legal redress, including damages, as against any such employee.

UNIFORM ALLOWANCE: Each employee entering the City service in the Fire Department shall be outfitted with appropriate uniforms at City expense. Annually thereafter employees shall be paid \$700/fiscal year Uniform Allowance. The Allowance shall be paid twice a year; in July and January based on a fiscal year.

The Allowance is paid in advance; employees leaving employment before the end of the six-month advancement pay period shall be paid on a pro-rated basis. The reimbursement may be deducted from employee's last paycheck or by other authorized payment plan.

WELLFITNESS INCENTIVE: Employees who successfully complete the Safety Cash Value Reimbursement Program will receive a maximum of \$350 for full-time employees and \$200 for part-time employees to be payable in December. This program is designed to promote employees' overall health and well-being by completing an annual physical, dental exam, vision exam, certifying the non-use of a tobacco substance, attending designated city trainings and by receiving a city provided flu shot. Refer to the Safety Cash Value Reimbursement Policy.



City Manager's Office
559/591-5904

Development Services
559/591-5906

Parks & Community Services
559/591-5940

City Attorney
559/437-1770

Public Works Services
559/591-5924

Fire/Ambulance Services
559/591-5931

Administrative Services
559/591-5900

Engineering Services
559/591-5924

Police Services
559/591-5914

December 12, 2019

TO: Dinuba Firefighters' Association
FROM: The City Meet and Confer Team
SUBJECT: MEET & CONFER AGREEMENT

The parties have met and conferred and hereby agree to the following changes to the current Firefighters' Memorandum of Understanding between the parties.

1) CONTRACT TERM:

The duration of this MOU shall be four years, expiring on June 30, 2024. The Firefighters' Association and the city shall have the right to reopen the compensation section of the MOU in order to meet and confer over potential wage increases or decreases in years 2, 3 and 4 of this four agreement. The reopener shall commence in January of each year, upon notification of the desire to meet and confer by either the Association or the City by December of the previous calendar year. This reopener does not guarantee any changes to compensation; rather, it only guarantees the ability to negotiate the subject.

2) WORK SCHEDULE: 48/96 WORK WEEK:

Consistent with the City's 7K FLSA schedule, employees shall work a 48/96 work week schedule. The City reserves the right to annually review the effectiveness of the plan, at which time the City may engage in a meet and confer with the Firefighters' Association regarding the work schedule.

3) REMOVAL OF RESIDENCY REQUIREMENT

4) BILINGUAL INCENTIVE:

Bi-lingual Pay: Employees successful through a bi-lingual (English/Spanish) proficiency examination as administered by the City will be paid \$75 per month. Testing shall be conducted once per year as designated by the City. The effective date of the pay shall be the subsequent January 1st. Candidates canceling or failing

to appear to the testing appointment shall be allowed to test during the next annual testing period.

For fiscal year 2019/20, the Bilingual examination will be conducted in the month of October and the effective date of the pay shall be November 1, 2019.

5) INCREASE VACATION FROM 224 HOURS AND 288 HOURS:

An employee will stop earning additional vacation leave once the employee reaches the maximum accrual amount of 288 hours. No additional vacation leave will be earned until an employee's accumulation drops below the maximum accrual amount of 288 hours.

6) EDUCATIONAL ASSISTANCE: The City agrees to pay for employees' tuition, books, and fees (up to \$750/fiscal year for a two year degree and \$1,000/fiscal year for a four year degree or initial paramedic training, maximum reimbursement \$1,000/fiscal year) relative to courses that are job-related or are of benefit to the City. Employee must receive approval prior to class(es) starting and show proof of completion of the course(s) with a satisfactory grade before reimbursement will be granted.

7) RETROACTIVE PAY: Monetary items listed above will be retroactive to July 1, 2019 unless otherwise noted.

8) Agreement expires June 30, 2024.

This Agreement has been ratified by the Dinuba Firefighters' Association and the City representatives will be recommending approval of this Agreement to the City Council.

For the City


Margarita Moreno

Date 12/12/19

For the Firefighters' Association


Ryan Wilson

Date 12-12-19



City Council Staff Report

Department: POLICE SERVICES

January 14, 2020

To: Mayor and City Council

From: Devon Popovich, Chief of Police

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

RECOMMENDATION

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

EXECUTIVE SUMMARY

The California Police Chiefs' Association is developing local support and working collaboratively with several cities to place the proposed initiative on the November 2020 ballot. The California Police Chiefs' Association is made up of more than 330 active police chiefs, who are directly responsible for the safety of approximately 26 million Californians. The proposed Act is proposed to repair many of the significant consequences resulting from AB109/Prop47/Prop57.

OUTSTANDING ISSUES

None.

DISCUSSION

As a result of AB109/Prop47/Prop57, recent changes to laws have allowed early release of dangerous criminals, have allowed individuals who steal repeatedly to face few consequences for their actions, and have unintentionally eliminated DNA collection for theft and drug crimes. California has had a larger increase in violent crime than the rest of the United States since 2014. Between 2014 and 2016, California had the second highest increase in theft and property crimes in the United States, while most states have seen a steady decline over that same period. Over 450 violent crimes including murder, rape and robbery have gone unsolved because DNA is being collected from fewer criminals.

California needs stronger laws. The proposed initiative will:

- Reclassify currently "non-violent" crimes to prevent the early release of inmates convicted of such crimes.
- Reform the parole system to stop the early release of violent felons, expand parolee oversight, and strengthen penalties for parole violations.
- Reform theft laws to restore accountability for serial thieves and organized theft gangs.
- Expand DNA collection to include those convicted of drug, theft, domestic violence and other serious crimes to help solve rape, murder, and other violent crimes. This action will also help exonerate those wrongly accused.

Staff recommends that the City Council support the proposed initiative by adopting Resolution No. 2020-02 attached (Attachment 'A').

City council previously adopted Resolution No. 2018-12 supporting the same initiative.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.

ATTACHMENTS:

Resolution No. 2020-02

RESOLUTION 2020-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA SUPPORTING THE REDUCING CRIME AND KEEPING CALIFORNIA SAFE ACT OF 2020

WHEREAS, protecting every citizen in our state, including our most vulnerable children, from violent crime is of the utmost importance. Murderers, rapist, child molesters and other violent criminals should not be released early from prison; and

WHEREAS, since 2014 California had had a larger increase in violent crime than the rest of the United States. Since 2013, violent crime in Los Angeles has increased 69.5%. Violent crime in Sacramento rose faster during the first six months of 2015 than in any of the 25 largest U.S. cities tracked by the FBI; and

WHEREAS, The FBI Preliminary Semiannual Uniform Crime Report for 2017, which tracks crimes committed during the first six months of the past year in U.S. cities with populations over 100,000, indicates that last year violent crime increased again in most of California's largest cities; and

WHEREAS, recent changes to the parole laws allowed the early release of dangerous criminals by the law's failure to define certain crimes as "violent." These changes allowed individuals convicted of sex trafficking of children, rape of an unconscious person, felony assault with a deadly weapon , battery on a police officer or firefighter, and felony domestic violence to be considered "non-violent offenders."; and

WHEREAS, as a result, these so-called "non-violent" offenders are eligible for early release from prison after serving only a fraction of the sentence ordered by a judge; and

WHEREAS, violent offenders are also being allowed to remain free in our communities even when they commit new crimes and violate terms of their post release community supervision, like the gang member charged with the murder of Whittier Police Officer, Keith Boyer; and

WHEREAS, this measure reforms the law so felons who violate the terms of their release can be brought back to court and held accountable for such violations; and

WHEREAS, nothing in this act is intended to create additional "strike" offenses which would increase the state prison population , nor is it intended to affect the ability of the California Department of Corrections and Rehabilitation to award educational and merit credits; and

WHEREAS, recent changes to California law allow individuals who steal repeatedly to face few consequences, regardless of their criminal record or how many times they steal; and

WHEREAS, as a result, between 2014 and 2016, California had the highest increase in theft and property crimes in the United States, while most states have seen a steady decline.

According to the California Department of Justice, the value of property stolen in 2015 was 2.5 billion with an increase of 13 percent since 2014, the largest single-year increase in at least ten years; and

WHEREAS, grocery store operators around the state have seen unprecedented increases in the amount of losses associated with shoplifting in their stores, with some reporting up to 150% increases in these losses from 2012 to present, with the largest jumps occurring since 2014; and

WHEREAS, shoplifting incidents have started to escalate in such a manner that have endangered innocent customers and employees; and

WHEREAS, individuals who repeatedly steal often do so to support their drug habit. Recent changes to California law have reduced judges' ability to order individuals convicted of repeated theft crimes into effective drug treatment programs; and

WHEREAS, California needs stronger laws for those who are repeatedly convicted of theft related crimes, which will encourage those who repeatedly steal to support their drug problem to enter into existing drug treatment programs. This measure enacts such reforms; and

WHEREAS, collecting DNA from criminals is essential to solving violent crimes. Over 450 violent crimes include murder, rape and robbery have gone unsolved because DNA is being collected from fewer criminals; and

WHEREAS, DNA collected in 2015 from a convicted child molester solved the rape-murders of two six-year old boys that occurred three decades ago in Los Angeles County. DNA collected in 2016 from an individual caught driving a stolen car solved the 2012 San Francisco Bay Area rape/murder of an 83-year-old woman; and

WHEREAS, recent changes to California law unintentionally eliminated DNA collection for theft and drug crimes. This measure restores DNA collection from persons convicted for such offenses; and

WHEREAS, permitting collection of more DNA samples will help identify suspects, clear the innocent and free the wrongly convicted; and

WHEREAS, this measure does not affect existing legal safeguards that protect the privacy of individuals by allowing for the removal of their DNA profile if they are not charged with a crime, are acquitted or are found innocent.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dinuba hereby supports the Reducing Crime and Keeping California Safe Act of 2018.

PASSED AND ADOPTED this 14 day of January, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Kuldip Thusu, Mayor

ATTEST:

Linda Barkley, City Clerk



City Council Staff Report

Department: PUBLIC WORKS

January 14, 2020

To: Mayor and City Council

From: Ismael Hernandez, Public Works Director

By: George Avila, Business Manager

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

RECOMMENDATION

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

EXECUTIVE SUMMARY

The city created a first-time homebuyer and housing rehabilitation program funded with state and federal grants (i.e. CDBG, HOME and CalHOME). Staff is proposing some changes to the guidelines for these two programs in order to improve administration and expand activities. The Council must review, approve and adopt these changes by resolution.

OUTSTANDING ISSUES

None.

DISCUSSION

The California Housing and Community Development Department (HCD) recently provided template guidelines for both the Housing Rehabilitation and First-Time Homebuyer Programs. Overall, the proposed guidelines include only minor changes to the current guidelines. Changes proposed are as follows:

HOUSING REHABILITATION PROGRAM UPDATES

Includes financing to owner-occupied units with total household incomes of less than 80% of median income for household size that are in need of repairs related to health, safety and/or code improvements.

Current Language	Proposed Language
4.4 A.1.(e) Building permit and/or school fees: or	4.4 A.1.(e) Building permit, school fees, appraisals, property report/title insurance, termite report, land survey, grading plans, recording fees and/or flood insurance; or
4.4 A.3. Grants are available for the repair, replacement or abandonment of domestic water wells and/or associated costs (such as water pump lowering) based on invoices from contracted well drillers and/or water pump installers. The Program Operator must approve a total cost estimate from a contracted well driller and/or water pump installer prior to financing approval to ensure cost reasonableness.	4.4 A.3. Grants are available for the repair, or abandonment of domestic water wells and/or associated costs (such as water pump lowering) based on invoices from contracted well drillers and/or water pump installers. The Program Operator must approve a total cost estimate from a contracted well driller and/or water pump installer prior to financing approval to ensure cost reasonableness.
4.4 A.4. Not previously stated	4.4 A.4. Grants are available for the repair or installation of new water and/or sewer laterals.

FIRST-TIME HOMEBUYER PROGRAM UPDATES

Includes financing to first-time homebuyers for the purchase of newly constructed or resale homes. Financing is based on insuring the applicants housing debt ratio does not exceed 35% of their gross monthly income and cannot exceed 49% of the actual purchase price. Purchase Price limit for an existing single family home is \$221,000 or for a newly constructed single-family home it is \$284,000. Buyers must qualify for a first mortgage through a bank or mortgage company and have a total household income of less than 80% of median income to qualify. Buyers seeking to purchase a home that may need health and safety repairs on homes prior to occupancy; therefore, rehabilitation assistance may be included at maximum of \$10,000.

Current Language	Proposed Language
For HOME funded Programs, housing must be “modest” having no more than three bedrooms, two bathrooms, and a two car garage. Larger homes are acceptable if necessary for the following reason: · The family size necessitates additional bedroom(s)/bathroom(s), or; · A reasonable accommodation is	Housing unit size shall be sufficient to meet the needs of the homebuyer household, without overcrowding. In addition, in-ground pools may not be eligible if the cost of the pool maintenance and operations (utilities) causes the housing ratio to exceed 35%. Exceptions for these reasons must be

necessary due to the family's disability (e.g. an extra bedroom for an aide). Exceptions for these reasons must be approved by the Loan Review Committee and must be documented for monitoring purposes. For all funding sources, the number of bedrooms will be determined by the appraisal. In addition, in ground pools may not be eligible if the cost of pool maintenance and operation (utilities) causes the housing ratio to exceed 40%.	approved by the Loan Review Committee and must be documented for monitoring purposes. For all funding sources, the number of bedrooms will be determined by the appraisal.
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Adoption of these updates will make City guidelines consistent with State and Federal regulations. The discretionary provisions are consistent with neighboring jurisdictions and will facilitate the implementation of the City's housing Programs. The revised guidelines will be applied to loans funded by all three funding sources: CDBG, HOME and CalHOME - See Attachment 'A'.

FISCAL IMPACT

There is no fiscal impact associated with the recommended action.

PUBLIC HEARING

None.

ATTACHMENTS:

A. Resolution Number 2020-04

RESOLUTION NUMBER 2020-04

**A RESOLUTION OF THE COUNCIL OF THE CITY OF DINUBA APPROVING UPDATES
TO THE GUIDELINES FOR THE HOUSING REHABILITATION PROGRAM AND
HOMEBUYER ACQUISITION ONLY/ACQUISITION WITH REHABILITATION
PROGRAM**

WHEREAS, the City of Dinuba, a political subdivision of the State of California, has established Program Guidelines which govern the administration of its Housing Rehabilitation Program and its Homebuyer Acquisition Only/Acquisition with Rehabilitation Program; and

WHEREAS, the City desires to update the Guidelines for the Housing Rehabilitation Program and Homebuyer Acquisition Only/Acquisition with Rehabilitation Program to comply with new or revised HCD requirements of the HOME Program; and

WHEREAS, the revised guidelines for the Housing Rehabilitation Program are attached herein as “Exhibit A”; and

WHEREAS, the revised guidelines for the Homebuyer Acquisition Only/ Acquisition with Rehabilitation Program are attached herein as “Exhibit B”; and

IT IS NOW THEREFORE RESOLVED THAT, the City approves the updated Guidelines for the Housing Rehabilitation Program and Homebuyer Acquisition Only/Acquisition with Rehabilitation Program.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Dinuba held on the 14th day of January, 2020, by the following VOTE:

AYES:

NAYS:

ABSTAIN:

ABSENT:

Kuldip Thusu, Mayor

ATTEST:

Linda Barkley, City Clerk

CITY OF DINUBA

Housing Rehabilitation Program Guidelines

For:

CalHome Program
Community Development Block Grant
(CDBG) Program and
HOME Investment Partnerships Program

Serving the
City of Dinuba



Ver. 2019.1

Approved by CDBG 12-6-2019

Approved by HOME 10-8-2019

**CITY OF DINUBA
OWNER–OCCUPIED HOUSING REHABILITATION
PROGRAM GUIDELINES**

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**CITY OF DINUBA
OWNER–OCCUPIED HOUSING REHABILITATION
PROGRAM GUIDELINES**

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City of Dinuba
OWNER–OCCUPIED HOUSING REHABILITATION
PROGRAM GUIDELINES

1.0. GENERAL

The above-named entity, hereinafter referred to as the “Sponsor”, has entered into a contractual relationship with the California Department of Housing and Community Development (“HCD”) to administer one or more HCD-funded housing rehabilitation Programs. The rehabilitation Program described herein and hereinafter referred to as the “Program” is designed to provide assistance to eligible homeowners for correction of health and safety items, as well as code violations, located within the Program’s eligible area, as described in Section 3.0. The Program provides this assistance in the form of deferred payment loans used to finance the cost of necessary repairs that will provide the homeowner with a healthy, safe, sanitary and code compliant home, referred to herein as “housing unit”. The Program will be administered by Self-Help Enterprises, hereinafter referred to as the “Program Operator”.

1.1. PROGRAM OUTREACH AND MARKETING

All outreach efforts will be done in accordance with state and federal fair lending regulations to assure nondiscriminatory treatment, outreach and access to the Program. No person shall, on the grounds of age, ancestry, color, creed, physical or mental disability or handicap, marital or familial status, medical condition, national origin, race, religion, gender or sexual orientation, be excluded, denied benefits or subjected to discrimination under the Program. The Sponsor will ensure that all persons, including those qualified individuals with handicaps have access to the Program.

- A. The Fair Housing Lender logo and Accessibility logo will be placed on all outreach materials. Fair housing marketing actions will be based upon a characteristic analysis comparison (census data may be used) of the Program’s eligible area compared to the ethnicity of the population served by the Program (includes, separately, all applications given out and those receiving assistance) and an explanation of any underserved segments of the population. This information is used to show that protected classes (age, gender, ethnicity, race, and disability) are not being excluded from the Program. A Fair Housing Marketing Plan can be found as Attachment D. Flyers or other outreach materials, in English and any other language that is the primary language of a significant portion of the area residents, will be widely distributed in the Program-eligible area and will be provided to any local social service agencies. The Program may sponsor homeownership education classes to help educate homeowners about credit, budgeting, predatory lending, foreclosure prevention and home maintenance, as well as future responsibilities.
- B. Section 504 of the Rehabilitation Act of 1973 prohibits the exclusion of an otherwise qualified individual, solely by reason of disability, from participation under any Program receiving Federal funds. The Program Sponsor will take appropriate steps to ensure effective communication with disabled housing applicants, residents and members of the public.

1.2. APPLICATION PROCESS AND SELECTION

A. Waiting List/Homeowner Contact

The Sponsor will utilize a waiting list. In response to a homeowner's request, the homeowner is placed on the waiting list. Homeowners are offered the opportunity to qualify for assistance by waiting list priority (a first-come, first served basis). Each applicant must participate in Homeowner Coaching and Basic Home Maintenance Education (also known as post-purchase counseling and education) and receive a certificate of completion to be eligible for the Sponsor's Housing Rehabilitation Program. Coaching sessions will include budget review and development, while the hands-on class will cover general homeowner pitfalls, homeowner responsibilities, and general maintenance.

The Program Operator will contact homeowners by mail and/or by telephone to advise them of funding availability. The homeowner has 30 days to complete and return the loan application and supporting documentation. Should a homeowner fail to respond to the initial contact for assistance or to provide any of the required documentation within the 30-day period, the homeowner's name will be removed from the waiting list. If the homeowner desires assistance at a later time, he/she will be placed on the waiting list at that time.

Should the waiting list be exhausted, the Program will be marketed in accordance with the Sponsor's Marketing Plan. **See Attachment D.**

B. Application/Interview

An application packet is provided to the homeowner for completion and submittal to the Program Operator, along with supporting documentation. An interview is scheduled with the applicant. The Program is fully explained; application forms and documentation are reviewed. Verifications are obtained for income, assets, employment, benefits, and mortgage. Title report and property values are also obtained.

If the Program Operator encounters material discrepancies and/or misrepresentations, and/or there are income, asset, household composition, or other important questions that can't be resolved, the Sponsor reserves the right to deny assistance to the household. In this case, the applicant may re-apply after six months have elapsed from the time of written assistance denial.

C. Household Selection

Households selected for participation in the Sponsor's Housing Rehabilitation Program are those determined eligible upon completion of processes described in A. and B. above.

D. Initial Inspection/Work Write-Up/Estimate

Prospective units are inspected by the Program Operator, a certified housing inspector, or a Sponsor representative to determine eligibility and acceptability of properties for participation in the Program.

If the home is a pre-1978 unit, the initial inspection will also include paint testing by a certified Lead-Based Paint (LBP) inspector/assessor or presumption of LBP. Code deficiencies will be corrected and if presumption is used or lead hazards are found they will be properly treated according to HUD regulations (Section 6.1.E & F) and cleared by a certified LBP inspector/assessor. **Note: CalHome-funded projects do not require LBP compliance. CDBG projects needing guidance shall refer to Chapter 20 of the CDBG Grant Management Manual, Lead-Based Paint Requirements.**

Measurements and observations are noted about the property, including special conditions with potential cost consequences (dilapidated outbuildings, absence of curb and gutter when required by code, etc.). A floor plan and site plan, as needed, are drawn for the home and property, including all appurtenances. **Note: HOME funds cannot be used for curb and gutter if the curb and gutter are outside the Borrower's property line.**

Findings are noted on an inspection form, and later used by the Program Operator to prepare the work write-up. Estimated costs are determined by the Program Operator who has years of experience in the building industry, and in reviewing contractor bids and verifying cost with materials suppliers. The homeowner reviews the completed work write-up and cost estimate, and the approved write-up is incorporated into bid documents.

E. Bid Solicitation

A bid walk-through date and time are scheduled. The homeowner may choose to solicit his/her own bids or request that the Program Operator solicit bids on his/her behalf. In an effort to obtain three reasonable bids, invitations to bid are sent to eligible contractors located in the Sponsor's County and selected by the homeowner from the Active Contractor List provided by the Program Operator. Homeowners are required to select a minimum of six contractors from the Active Contractor List and may add to the list as long as the contractor meets the requirements outlined in the Housing Rehabilitation/Reconstruction Program Contractor Guidelines and Information Sheet (see Attachment K). Contractors will be notified via telephone and/or in writing (email, fax, etc.) at least one week prior to each bid tour. Bid results will be provided to participating contractors.

Contractors must be licensed and bonded by the State of California Contractors Licensing Board. Contractors must also provide Program Operator with evidence of Workers' Compensation Insurance and Comprehensive General Liability and Property Damage Insurance with Combined Single Limits of at least \$1,000,000.

Recruitment for eligible contractors is done on an ongoing basis, via local advertising, website notification, and program marketing. It is the goal of the Program Operator to maintain an Active Contractor List of eligible, interested contractors located in the Sponsor's County. Applications are available for those seeking to participate by calling the Program Operator or visiting the Program Operator's website. The Program Operator will send notices to contractors on the Active Contractor List annually, which will request each contractor contact the Program Operator to confirm his or her interest in remaining on the Active Contractor List. Contractors who do not respond will be moved to the Inactive Contractor List.

Cost reasonableness is determined by comparing the bids received with the cost estimate

prepared by the Program Operator. Bids should be within 10% of the Program Operator's cost estimate, otherwise an explanation must be provided to the file for any bid selected exceeding 10% of the estimate. The homeowner is encouraged to accept the lowest reasonable bid.

The Program Operator determines eligibility of the contractor by contacting the State Contractors License Board and checking the Federal List of Debarred Contractors. The contractor is also required to provide a self-certification stating that he/she is not on the Federal debarred list. Once determined eligible, the contractor is then notified of provisional award of bid (pending loan approval). Notices of non-award are mailed to participating contractors.

F. Pre-Construction Conference

A pre-construction conference is scheduled with homeowner, contractor, and Program Operator. The Program Operator reviews the Owner-Contractor Construction Contract, including the work write-up, anticipated start date, pay schedule, and anticipated date of completion, with the homeowner and contractor.

G. Loan Request/Approval

A report and loan request are prepared on behalf of the homeowner by the Program Operator. The loan request includes the cost of construction, a contingency fund, and other project costs (listed in Section 6.3.). Note – For HOME and CDBG, the project costs listed in Section 6.3 are considered activity delivery costs to be paid by the Sponsor and may not be charged to the homeowner's loan. A Loan Review Committee meeting is scheduled to hear the loan request. Section 1.3. provides additional information on the loan approval process. Once approved, loan documents are executed and the loan is funded.

H. Start-Up/Field Inspections

Following loan approval, the construction contract and Notice to Proceed are executed. The Program Operator monitors date of start-up and performs field inspections on a regular basis. The Program Operator will visit the project site regularly in order to check the scope of work, inspect materials, and to confirm the project is on schedule and within budget. The Program Operator works with the Sponsor's Building Inspector to ensure the work meets building codes, while not exceeding funding limits.

The Program Operator reviews the work status with the homeowner and with the contractor in order to remedy any developing problems quickly and to ensure that both are satisfied with the construction process. At the completion of each phase, the Program Operator inspects the work and the homeowner authorizes contractor payments.

The Program Operator will refer back to original plans and specifications to verify the work was completed as contracted.

I. Change Orders

Written change orders are required when the homeowner requests any changes in the write-up, such as eliminating an item completely, eliminating one item and substituting

another, or adding items. The change order will state the change and dollar value for the change. The change order must be signed by both the contractor and the homeowner, and submitted to the Program Operator and Sponsor for signature approval. If the change order exceeds the approved financing, the homeowner will be asked to provide additional funds or a report and request for additional funds may be presented to the Sponsor's Loan Review Committee for approval prior to Program Operator signing-off on the change order.

J. Progress Payments

Ninety percent (90%) of the contract amount is distributed to the contractor in the form of progress payments during construction. The final ten-percent (10%) of the contract amount is set aside as a retention payment. The contractor requests a progress payment from the homeowner and notifies the Program Operator that he/she has done so. Upon favorable inspection by the homeowner, Program Operator, and Sponsor or Sponsor's Building Inspector, the payment authorization is signed by the homeowner and submitted for payment.

K. Final Inspections/Notice of Completion/Final Payment

When the project is completed, the Program Operator inspects the work item by item with the homeowner, the contractor, and/or the Sponsor. The Sponsor's Building Inspector performs a final inspection. Any corrections or deficiencies are noted and corrected by the contractor. Upon favorable final inspections, a Notice of Completion is prepared, signed by the homeowner, and then recorded. The final ten-percent (10%) retention payment is released 35 days after the recording of the Notice of Completion.

1.3. LOAN PROCESS

The Sponsor's Loan Review Committee must approve all loans and grants. The Loan Review Committee may approve assistance with CDBG financing exceeding 100 percent of after-rehabilitation value as needed in cases where no other financial resources are available to cover the cost of the repairs and where clear and convincing documentation exists, justifying why the exception is needed. However, if the project is CalHome funded, the total financing cannot be more than 105 percent of the after-rehabilitation value. For HOME-funded loans, the total of all loans on the property cannot be more than 100 percent of the after-rehabilitation value, unless per HOME Management Memorandum 13-01 at <http://www.hcd.ca.gov/grants-funding/active-funding/home.shtml#memos> the entire HOME assistance amount is granted rather than loaned, due to a lack of any equity after rehabilitation (based on existing loans on the property). If there is any available equity (after-rehabilitation value less existing loans), the HOME assistance, other than for temporary relocation and lead-based paint remediation, will be loaned in an amount equal to that equity, and the remainder will be granted. If existing loans exceed the after-rehabilitation value, then the HOME assistance will all be granted, rather than loaned, to the homeowner. The maximum HOME grant related to lack of equity cannot exceed 25% of the Per Unit Subsidy Limits in Attachment C.

In addition, the amount of HOME assistance, including Activity Delivery Costs, cannot exceed the Sponsor's County maximum HOME Per Unit Subsidy Limits found at: <http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>, and the after-rehabilitation value cannot exceed the HOME Maximum After-Rehabilitation Value. **See Attachment C for current limits.**

In order to obtain financing, applicants must meet all property and eligibility guidelines in effect at the time the application is considered. Homeowners will be provided written notification of approval or denial. Any reason for denial will be provided to the applicant in writing.

1.4. CONFLICT OF INTEREST REQUIREMENTS

When the Sponsor's Program contains Federal funds, the applicable Conflict of Interest requirements of 24 CFR Section 570.489 (h) shall be followed for CDBG assistance, and Section 92.356 of the HOME Final Rule shall be followed for HOME assistance. For CalHome funded Programs, the applicable Conflict of Interest requirements of Public Contract Code sections 10410, 10411, and 10430 (e) shall be followed.

For HOME assistance, Section 92.356 of the HOME Final Rule shall be followed, as follows:

(a) Conflicts prohibited. No persons described in paragraph (b) of this section who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to the HOME-assisted activity, or the proceeds from such activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including stepparent), child (including stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild and in-laws of a covered person.

(b) Persons covered. The conflict of interest provisions of paragraph (a) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction, State recipient, or subrecipient which are receiving HOME funds.

(c) Exceptions: Threshold requirements. Upon the written request of the participating jurisdiction to HCD, HUD may grant an exception to the provisions of paragraph (a) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME Investment Partnerships Program and the effective and efficient administration of the participating jurisdiction's program or project. See 24 CFR 92.356(d)(1-6) for details on the documentation needed in order to submit an exception request to HUD

A contractor with a vested interest in the property cannot bid on a rehabilitation project. Such a contractor may act as owner/builder, subject to standard construction procedures. Owner/builders are reimbursed for materials purchased which are verified by invoice/receipt and used on the project. Reimbursement occurs after the installation is verified by the Program Operator to be part of the scope of work. Owner/builders are not reimbursed for labor.

2.0. APPLICANT QUALIFICATIONS

2.1. INCOME LIMITS

All homeowners must certify that they meet the household income eligibility requirements for the applicable HCD Program(s) and have their household income documented. The income limits in place at the time of loan approval will apply when determining applicant income eligibility. All applicants must have incomes at or below 80% of the County's area median income (AMI), adjusted for household size, as published by HCD each year. **See Attachment C.**

The link to the official HCD maintained income limits is: <http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml> (for HOME and CDBG, choose "State CDBG and HOME" limits; for CalHome, choose "Official State Income Limits").

Household: means one or more persons who will occupy a housing unit. For HOME and CDBG, unborn children count in family size determination. For CalHome, unborn children are not counted.

Annual Income: Generally, the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period.

2.2. INCOME QUALIFICATION CRITERIA

Projected annual gross income of the applicant household will be used to determine whether they are above or below the published HCD income limits. Income qualification criteria for HOME and CDBG, as shown in the most recent HCD Program-specific guidance at <http://www.hcd.ca.gov/grants-funding/income-limits/income-calculation-and-determination-guide.shtml>, will be followed to independently determine and certify the household's annual gross income. Income will be verified by reviewing and documenting tax returns, copies of wage receipts, subsidy checks, bank statements and third-party verification of employment forms sent to employers. All documentation shall be dated within six months prior to loan closing, kept in the applicant file and held in strict confidence.

A. HOUSEHOLD INCOME DEFINITION:

Household income is the annual gross income of all adult household members that is projected to be received during the coming 12-month period, and will be used to determine Program eligibility. Refer to Income Inclusions and Exclusions for further guidance to the types of incomes to be included or excluded when calculating gross annual income. **See Attachment A for HOME and CDBG. See Attachment A-1 for CalHome.** For those types of income counted, gross amounts (before any deductions have been taken) are used. Two types of income that are not considered would be income of minors or income of live-in aides. Certain other household members living apart from the household also require special consideration. The household's projected income must be used, rather than past earnings, when calculating income.

Housing and/or debt ratios are not considered as the funding provided creates no additional monthly financial obligation. If a homeowner has a mortgage, creditworthiness is verified by ensuring that all payments are current and that no late payments have been received in the past twelve months.

See Attachment A: HOME and CDBG 24 CFR Part 5 Annual Income Inclusions and Exclusions and Attachment A-1: CalHome Title 25 Section 6914 Annual

Income inclusions and Exclusions (State)

B. ASSETS:

There is no asset limitation for participation in the Program. Income from assets is, however, recognized as part of annual income under the Part 5 definition. An asset is a cash or non-cash item that can be converted to cash. The value of necessary items such as furniture and automobiles are not included. *(Note: it is the income earned – e.g. interest on a savings account – not the asset value, which is counted in annual income.)*

An asset's cash value is the market value less reasonable expenses required to convert the asset to cash, including: Penalties or fees for converting financial holdings and costs for selling real property. For HOME and CDBG, the cash value (rather than the market value) of an item is counted as an asset. For CalHome, the market value of an item is counted as an asset.

See Attachment B: Part 5 Annual Income Net Family Asset Inclusions and Exclusions

2.3. HOMEOWNER ELIGIBILITY AND RESIDENCY REQUIREMENTS

The Sponsor's Housing Rehabilitation Program allows for owner-occupied properties to participate in the Program. Owner-occupied units must be the owner's principal place of residence. A photocopy of a recent utility bill will verify proof of occupancy. No unit to be rehabilitated will receive financial assistance if it is currently occupied by an over-income household or does not meet the eligibility standards outlined in these guidelines.

A. Continued residency is monitored annually, per Attachment F, for the term of the loan. Occupancy will be verified, reviewed, and certified by the submission of the following:

1. Proof of occupancy in the form of a copy of a current utility bill; and
2. Statement of unit's continued use as primary residence of the owner.

B. In the event that a homeowner sells, transfers title, or discontinues residence in the rehabilitated property for any reason, the loan becomes due and payable, unless the following conditions are met:

The homeowner who received the loan dies and the heir to the property meets income requirements and intends to occupy the home as his/her principal residence. Upon approval of the Sponsor, the heir may be permitted to assume the loan at the rate and terms the heir qualifies for under current participation guidelines. If the heir does not meet applicable eligibility requirements, the loan is due and payable. **Note: Loans provided by CalHome are not assumable.**

C. If a homeowner converts the property to a rental unit, or any commercial or non-residential use, the loan is due and payable.

If the loan is funded with CalHome funds, it is not transferable except under the following limited circumstances:

1. The transfer of the Property to the surviving joint tenant by devise, descent or

operation of the law, on the death of a joint tenant;

2. A transfer of the Property where the spouse becomes an owner of the property;
3. A transfer of the Property resulting from a decree of dissolution of marriage, legal separation or from an incidental property settlement agreement by which the spouse becomes an owner of the Property; or,
4. A transfer to an inter vivos trust in which the Borrower is and remains the beneficiary and occupant of the property.

3.0. PROPERTY ELIGIBILITY

3.1. CONDITIONS

- A. No unit will be eligible if a household's income exceeds the prescribed income limits listed in Attachment C.
- B. Units to be rehabilitated must be located within the incorporated areas of the Sponsor's jurisdiction.
- C. Property must contain a legal residential structure intended for continued residential occupancy.
- D. All repair work will meet Local Building Code standards. At a minimum, health and safety hazards must be eliminated. For CDBG the priority will be the elimination of health and safety hazards. Sponsor may also require elimination of code deficiencies. When HOME funds are used for housing rehabilitation, the property must meet all applicable current codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion. However, if certain components of the house are sound and were built to code prescribed at the time of installation, no repair or alteration will be made to those components. Section 8 Housing Quality Standards may be required on rentals by Sponsor when CDBG funds are used.

3.2. ANTI-DISPLACEMENT POLICY AND RELOCATION ASSISTANCE

Tenants will be informed of their eligibility for temporary relocation benefits if occupancy during rehabilitation constitutes a danger to health and safety of occupants or public danger or is otherwise undesirable because of the nature of the project. Relocated persons will receive increased housing costs, payment for moving and related expenses and appropriate advisory services, as detailed in the Sponsor's "Residential Anti-displacement and Relocation Assistance Plan" (**Attachment E**).

Owner-occupants are not eligible for temporary relocation benefits, unless health and safety threats are determined to exist by the Program Operator. In cases where relocation is determined to be necessary by the Sponsor/Program Operator, assistance may be provided for actual costs incurred from the applicant's loan proceeds or as a grant (**see Section 4.4. for allowable grants**). HOME-funded projects will only provide relocation assistance in the form of a grant, which shall be included in the maximum assistance amount.

Note: Relocation benefits are not a requirement under CalHome, but are acceptable and may be covered by loan proceeds.

3.3. NOTIFICATION AND DISCLOSURES - Not required by CalHome

- A. Occupants of units constructed prior to 1978 will receive proper notification of Lead-Based Paint (LBP) hazards as follows:

The Lead Hazard Information Pamphlet published by the EPA/HUD/Consumer Product Safety Commission will be given to all owners regardless of the cost of rehabilitation or paint test findings. If lead-based paint is found through testing or if presumed, a Notice of Lead Hazard Evaluation or Presumption will also be supplied. When Lead hazards are present, a Notice of Lead Hazard Reduction Activity and a Lead Hazard Evaluation Report will also be provided (**Attachment I**).

- B. Tenants located in properties that will receive housing rehabilitation will be provided a notice outlining their relocation rights and benefits (**Attachment E**).

4.0. THE PROGRAM LOAN

4.1. MAXIMUM AMOUNT OF PROGRAM ASSISTANCE

An eligible homeowner may qualify for the full cost of rehabilitation/reconstruction work needed to comply with State and local codes and ordinances. Maximum assistance shall not exceed the Sponsor's County maximum HOME Per Unit Subsidy Limits found at <http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>. Any approved "grant" amount for lead-based paint evaluation and reduction activities, relocation assistance, and allowable activity delivery shall be included in the maximum assistance amount, but will not be a part of the loan. **See Attachment C. For CDBG funded programs the maximum assistance for rehabilitation/reconstruction will not exceed \$190,430. For Programs funded with CalHome funds, the maximum assistance will not exceed the maximum amount identified in the most current NOFA, which will be listed on Attachment C once known. Note: CalHome re-use funds are not subject to grant limits identified in the most recent NOFA.**

4.2. AFFORDABILITY PARAMETERS FOR HOMEOWNERS

- A. Total indebtedness against property shall not exceed 100 percent of after-rehabilitation value as determined by "Estimates of value" or an appraisal, for CDBG or HOME projects. The exception for HOME is per HOME Management Memorandum 13-01 at <http://www.hcd.ca.gov/grants-funding/active-funding/home.shtml#memos>, wherein the entire HOME assistance amount is granted rather than loaned, due to a lack of any equity after rehabilitation (based on existing loans on the property). If there is any available equity (after-rehabilitation value less existing loans), the HOME assistance, other than for temporary relocation and lead-based paint remediation, will be loaned in an amount equal to that equity, and the remainder will be granted. If existing loans exceed the after-rehabilitation value, then the HOME assistance will all be granted, rather than loaned, to the homeowner. The maximum HOME grant related to lack of equity cannot exceed 25% of the Per Unit Subsidy Limits in Attachment C.

NOTE – All HOME and CDBG reconstruction projects require a full appraisal. An estimate of after-rehab value will be made prior to making a commitment of funds

using the method outlined in Section 4.5. Note – This does not apply to CalHome projects.

- B. HOME funded units' after-rehabilitation value shall not exceed the HOME Program Maximum Purchase Price/After-Rehabilitation Value Limits for Sponsor's County as updated by HUD and published on the HCD Website at <http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>. **See Attachment C for current limits.**

For CalHome-funded Programs, the maximum after-rehab value of a home shall be set at 100% of the current median sales price of a single family home in the county in which the CalHome Program is located.

- C. Total indebtedness against property shall not exceed 105 percent of the after-rehabilitation value as determined by an appraisal for CalHome projects. An estimate of After-Rehab Value will be made prior to making a commitment of funds using the method outlined in Section 4.5. Note – This does not apply to HOME or CDBG projects.
- D. Any bid within 10% of the Program Operator's estimate may be selected, otherwise an explanation must be provided to the file for a bid selected exceeding 10% of the estimate.

4.3. RATES AND TERMS

- A. Homeowners are eligible for Deferred Payment Loans (DPL), at zero interest, evidenced by a Promissory Note and secured by a Deed of Trust, with no payback required for 30 years unless the Borrower sells or transfers title or discontinues residence in the dwelling. Payments may be made voluntarily on a DPL, without penalty. **Note: If it is determined by the Sponsor that repayment of a CalHome or CDBG Program loan at the maturity date causes a hardship to the homeowner, the Sponsor may opt the following:**
 - 1. Amend the note and deed of trust to defer repayment of the amount due at maturity, that is balance of the original principal plus the accrued interest, for up to an additional 30 years (at 0% additional interest). This may be offered one time; or,
 - 2. Convert the debt at loan maturity; that is the balance of the original principal plus any accrued interest, to an amortized loan, repayable in 15 years at 0% additional interest.
- B. In the event that a homeowner sells, transfers title, or discontinues residence in the rehabilitated property for any reason, the loan shall become all due and payable.
- C. If the homeowner dies, and if the heir(s) to the property live(s) in the house and is/are income eligible, the heir(s) may be permitted, upon approval of the Sponsor, to assume the loan at the rate and terms the heir(s) qualifies for under current participation guidelines. Note: CalHome loans are not assumable.
- D. If the homeowner dies and the heir(s) is/are not income eligible, the loan becomes all due and payable. Note – CalHome loans are not assumable.
- E. If a homeowner converts the rehabilitated property to any residential-rental, commercial or non-residential use, the loan becomes all due and payable.

- F. As specified in the Rehabilitation Loan Agreement, all applicants who participate in the Program must maintain the property at post-rehabilitation conditions for the term of the loan. Should the property not be maintained accordingly, the loan shall be considered in default and becomes all due and payable, and if necessary, foreclosure proceedings will be initiated. A method of inspection will be established by the Sponsor.
- G. For CalHome, loans are not assumable. The following transfers of interest shall not require the repayment of the CalHome Program loan:
- 1) transfer to a surviving joint tenant by devise, descent, or operation of law on the death of a joint tenant;
 - 2) a transfer in which the transferee is a person who occupies or will occupy the property, which is:
 - (i) a transfer where the spouse becomes an owner of the property;
 - (ii) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement by which the spouse becomes an owner of the property; or
 - (iii) a transfer into an inter vivos trust in which the Borrower is and remains the beneficiary and occupant of the property.

4.4. GRANTS

- A. CDBG funded Programs may provide grants as follows:
1. Grants are available for any of the following qualifying factors, up to a maximum of \$15,000:
 - (a) Senior Citizen - at least 62 years old; or
 - (b) Handicapped - only for handicap modifications to a house with one or more physically handicapped occupants who would function more independently if such modifications were installed; or
 - (c) Lowest HUD Low/Mod individual – with gross annual income less than 50 percent of County median income; or
 - (d) Curb, gutter and sidewalk – when curb, gutter and/or sidewalk are required by City code; or
 - (e) Building permit, school fees, appraisals, property report/title insurance, building permits, termite report, land survey, grading plans, recording fees and/or flood insurance; or
 - (f) Emergencies – failure of a major household component that would require the participant to live without basic plumbing, electrical, heating, cooling, or security. (These funds are not for use during a normal rehabilitation, they are for true emergency situations, such as a failed sewer line or water heater, blown electrical panel, etc.)
 2. Grants of up to \$10,000 are available for Fire Sprinkler installation and associated costs – for reconstruction projects, as required by CCR, Title 24, Part 2.5 of the 2010

California Residential Code.

3. Grants are available for the repair, or abandonment of domestic water wells and/or associated costs (such as water pump lowering) based on invoices from contracted well drillers and/or water pump installers. The Program Operator must approve a total cost estimate from a contracted well driller and/or water pump installer prior to financing approval to ensure cost reasonableness.
 4. Grants are available for the repair or installation of new water and/or sewer laterals.
 5. Grants of up to \$25,000 are available for Equity maintenance, if financing rehabilitation entirely with a loan would cause indebtedness to exceed 100% of after-rehabilitation value.
 6. Grants of up to \$7,500 are available for Asbestos containment and/or removal.
- B. HOME-funded projects include grants, if necessary to cover the costs of financing in excess of available equity. Available equity will be determined by subtracting the current total indebtedness from the after-rehabilitation value. Grants provided may be up to 25 percent of the applicable HUD Per Unit Subsidy Limits established pursuant to 24 CFR 92.250 (a). This grant amount is in addition to any grant funds provided pursuant to Section 4.4.C. and 4.4.D.
- C. HOME and CDBG provide grants for all actual costs of lead-based paint evaluation and reduction activities.
- D. HOME and CDBG provide grants for relocation assistance. See Relocation Assistance Plan, **Attachment E**.
1. Owner-Occupant – Limit of \$5,000.
- E. **Grants are not available in CalHome-funded Programs.**

4.5. APPRAISAL

- A. The After-Rehab Value for rehabilitation projects is determined using the “Estimate of Value” method. The Sponsor or Program Operator determines estimates of value based on the sale prices of at least three (3) comparable properties, sold within the last six months (within one year of the assistance date, which is the date the promissory note is signed), and if possible located within one mile of the subject property. The participants’ file will include the estimate of value and document the basis for the value estimates. The purpose of the “Estimate of Value” method is to determine that the after-rehabilitation value of the housing unit will not exceed the applicable HOME Value Limit per HOME Program regulations (**See Attachment C**), and that the combined loans will not exceed the maximum combined loan-to-value limit, as described in Section 4.2.A above. If three comparable properties cannot be found, or if there is any question regarding the after-rehab value, the ARV must be determined by a licensed appraiser, as described in Section 4.5.B. below.
- B. A licensed appraiser determines the after-rehab value for rehabilitation projects, when the “Estimate of Value” method cannot be used. For rehabilitation projects, the appraiser determines the value of the unit with the rehabilitation building plans and specifications included. For CDBG and HOME, the cost of the appraisal will be paid by the Sponsor, not by the homeowner. For CalHome, the cost of the appraisal will be included in the Borrower’s loan. The purpose of the appraisal is to determine that the

after-rehab value of the housing unit will not exceed the applicable HOME Value Limit per HOME Program regulations **(See Attachment C)**, and that the combined loans will not exceed the maximum combined loan-to-value limit, as described in Section 4.2.A above.

- C. The After-Rehab Value for reconstruction projects is determined by a licensed appraiser. The After-Rehab Value for reconstruction projects is determined by an appraisal completed off the building plans and specifications for the new home. For CDBG and HOME, the cost of the appraisal will be paid by the Sponsor, not by the homeowner. For CalHome, the cost of the appraisal will be included in the Borrower's loan. The purpose of the appraisal is to determine that the after-rehabilitation value of the housing unit will not exceed the applicable HOME Value Limit per HOME Program regulations **(See Attachment C)**, and that the combined loans will not exceed the maximum combined loan-to-value limit, as described in Section 4.2.A above.

4.6. INSURANCE

4.6.1. FIRE INSURANCE

The homeowner shall maintain fire insurance on the property for the duration of the Program loan(s). This insurance must be an amount adequate to cover all encumbrances on the property. The insurer must identify the Sponsor as Loss Payee for the amount of the Program loan(s). Evidence of this shall be provided to the Sponsor. Note: For CDBG, the premium may be paid by the Program loan for one year. HOME and CalHome funds cannot be used to pay insurance at any time.

4.6.2. FLOOD INSURANCE

For homes in a 100-year flood zone, the owner is required to maintain flood insurance in an amount adequate to secure the Program loan and all other encumbrances. This policy must designate the Sponsor as Loss Payee and a binder shall be provided to the Sponsor and maintained in the Borrower's file. Note: For CDBG, the premium may be paid by the Program loan for one year. **HOME and CalHome funds cannot be used to pay insurance at any time.**

4.7. LOAN SECURITY

- A. Loan security for all owner-occupied rehabilitation stick-built homes will be secured by the real property and improvements, and will also include a Deed of Trust, Promissory Note and Loan Agreement in favor of the Sponsor.
- B. A manufactured home in a mobile home park or on leased land that is not on a permanent foundation will be secured by an HCD 480.7 or an HCD 484 Statement of Lien, and will also include a Promissory Note and Loan Agreement.
- C. Entering a subordinate lien is acceptable. However, the Sponsor will not subordinate a first lien position once established.

5.0. PROGRAM LOAN SERVICING AND MAINTENANCE

5.1. PAYMENTS ARE VOLUNTARY

Borrowers may begin making voluntary payments at any time, without penalty.

5.2. RECEIVING LOAN REPAYMENTS

A. Program loan payments will be made to:

City of Dinuba
405 East El Monte
Dinuba, CA 93618

B. The Sponsor will be the receiver of loan payments or recapture funds and will maintain a financial record-keeping system to record payments and file statements on payment status. Payments shall be deposited and accounted for in the Sponsor's appropriate Program Income Account, as required by all three HCD Programs. The Program Sponsor will accept loan payments from Borrowers prepaying deferred loans, from Borrowers making payments in full upon sale or transfer of the property, and homeowners of tenant occupied units. All loan payments are payable to the Sponsor. The Sponsor may at its discretion, enter into an agreement with a third party to collect and distribute payments and/or complete all loan servicing aspects of the Program.

5.3. LOAN SERVICING POLICIES AND PROCEDURES

See **Attachment F** for local loan servicing policies and procedures. While the attached policy outlines a system that can accommodate a crisis that restricts Borrower repayment ability, it should in no way be misunderstood: The loan must be repaid. All legal means to ensure the repayment of a delinquent loan as outlined in the Loan Servicing Policies and Procedures will be pursued.

5.4. LOAN MONITORING PROCEDURES

Homeowners will be required to submit each of the following to the Sponsor, annually, for the term of the loan, which will be reviewed and certified by the Sponsor or its designated Loan Servicing Agent at the time of annual occupancy verification per Attachment F:

- Proof of occupancy in the form of a copy of a current utility bill;
- Statement of unit's continued use as a residence;
- Declaration that other title holders do not reside on the premises;
- Verification that Property Taxes are current; and
- Verification of current required insurance policies.

5.5. DEFAULT AND FORECLOSURE

If an owner defaults on a loan, and foreclosure procedures are instituted, they shall be carried out according to the Program Foreclosure Policy adopted by the Sponsor, and attached to these guidelines as **Attachment G**.

5.6. SUBORDINATIONS

The Sponsor may approve a request to subordinate a loan, in order for the owner to refinance the property, under the following conditions:

- A. The lien position of the Sponsor loan will remain the same or be advanced.
- B. The new primary loan is no greater than the balance of the loan being refinanced, except the costs of refinancing the loan may be added to the principal balance.
- C. The purpose of the new primary loan is to reduce the interest rate being paid and/or reduce the owner's payment.
- D. The refinanced loan must have an impound account for taxes and insurances.
- E. The refinancing terms must be acceptable to the Sponsor.
- F. Only CDBG allows refinancing with CDBG funds in conjunction with rehabilitation of the unit

6.0. CONSTRUCTION

6.1. STANDARDS

- A. All repair work will meet Local Building Code standards. For CDBG and CalHome, the priority will be the elimination of health and safety hazards. Sponsor may also require elimination of code deficiencies. When HOME funds are used for housing rehabilitation, all health and safety hazards must be eliminated and the property must meet all applicable current codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion. However, if certain components of the

house are sound and were built to code prescribed at the time of installation, no repair or alteration will be made to those components.

B. Contracting Process

1. Contracting will be done on a competitive basis.
2. The homeowner will be the responsible agent, but the Sponsor and/or its Program Operator will prepare the work write-up, prepare and advertise the bid package, and assist the owner in negotiating the construction contract.
3. The Sponsor does not warrant any construction work, or provide insurance coverage.

C. Approved Contractors

1. Contractors are required to be licensed with the State of California, and be active and in good standing with the Contractors' License Board and the Sponsor.
2. Contractors will be checked against the Federal System for Award Management (SAM.gov) for debarred status. No award will be granted to a contractor on the Excluded Parties List System (EPLS).
3. Contractors must have public liability and property damage insurance, and worker's compensation, unemployment and disability insurance, to the extent required by State law.
4. Contractor must agree to comply with all federal and state regulations.

D. Sweat Equity Labor

The Sponsor does not allow sweat equity participation.

E. Occupants of units constructed prior to 1978 will receive proper notification of Lead-Based Paint (LBP) hazards as identified in Section 3.3.A. **Note: Units funded solely with CalHome funds are not required to comply with LBP regulations.**

F. Units constructed prior to 1978 will also be inspected according to the following HUD regulations. **Note: Units funded solely with CalHome funds are not required to comply with LBP regulations.** For CDBG funded Programs needing guidance, please refer to Chapter 20 in the CDBG Grant Management Manual, Lead-Based Paint Requirements.

1. If the total amount of Federal assistance or the total amount of rehabilitation hard cost is up to and including \$5,000, the following is required:
 - (a) Paint testing or presume LBP;
 - (b) Clearance of disturbed work areas; and
 - (c) Notifications listed in Section 3.3.A.
2. If the amount of Federal assistance or the total amount of rehabilitation hard cost is more than \$5,000 up to and including \$25,000, the following is required:
 - (a) Paint testing or presume LBP;
 - (b) Risk assessment; and
 - (c) Clearance of unit.

If LBP hazards are identified, interim controls will be implemented. This level will also

require a notice of “Abatement of Lead Hazards Notification” at least five days prior to starting work.

3. If the amount of Federal assistance or the total amount of rehabilitation hard cost is more than \$25,000, the following is required:
 - (a) Items (a), (b), and (c) of 2. above;
 - (b) Abatement of all LBP hazards identified or produced;
 - (c) Use of interim controls on exterior surfaces not disrupted by rehab; and all notices listed above in Sections 3.3.A. and 6.1.F.2.
4. All paint tests that result in a negative finding of lead-based paint are exempt from any and all additional requirements. If defective paint surfaces are found, they will be properly treated or abated. A State-certified Inspector/Assessor will perform all paint testing, risk assessments, and clearances. A trained supervisor may oversee interim controls; however, a certified supervisor and workers will perform all abatement.

6.2. ELIGIBLE CONSTRUCTION COSTS

“Rehabilitation” means, in addition to the definition in Section 50096 of the Health and Safety Code, repairs and improvements to a manufactured home necessary to correct any condition causing the home to be substandard pursuant to Section 1704 of Title 25, California Code of Regulations. Rehabilitation also includes room additions to alleviate overcrowding. Rehabilitation also means repairs and improvements where necessary to meet any locally-adopted standards used in local rehabilitation Programs. Rehabilitation does not include replacement of personal property.

Rehabilitation includes reconstruction. Federal law and policy allows the use of HOME funds to demolish and reconstruct owner-occupied residential structures. Reconstruction is defined as the demolition and construction of a structure. The Sponsor and/or Program Operator must document that the reconstruction costs are less than the cost to rehabilitate the existing substandard housing. This will be done using the State’s Test for Reconstruction (see Attachment J).

Additionally, for HOME- and CalHome-funded projects the Sponsor must determine that the project’s value after reconstruction (housing and land combined) is less than the Maximum After-Rehabilitation Value for the Sponsor (see Attachment C).

The residential structure to be reconstructed must be a structure with cooking, eating, sleeping, and sanitation facilities which has been legally occupied as a residence within the preceding 12 months. Fifth wheels or recreational vehicles, for example, are not considered dwellings and therefore are not eligible under this Program.

For HOME, like for like requires that the structure being demolished must be replaced with a like structure (replace manufactured housing with manufactured housing, for example). However, additions may be approved by the HCD Program when required by Codes/Ordinances or to alleviate overcrowding. **(See Attachment C)**

Temporary relocation benefits must be planned for and budgeted into the total allowable subsidy for the project, but if required would be in the form of a grant.

Depending on the outcome of the Statutory Worksheet (Environmental test), a reconstructed project may require Authority from the State before funds are committed to the project.

Allowable rehabilitation\reconstruction costs include:

- A. Cost of building permits and other related government fees.
- B. Cost of architectural, engineering, and other consultant services which are directly related to the rehabilitation of the property.
- C. For CDBG and CalHome, costs associated with the repair, replacement, or abandonment of domestic water wells and/or associated costs (such as water pump lowering).
- D. Rehabilitation or Replacement of a manufactured home not on a permanent foundation. Rehabilitation of a manufactured home may include the replacement of the unit with a used manufactured home and the cost to repair it, as long as the unit has been occupied and not used as a demonstration model. Should the unit meet the criteria for reconstruction a new manufactured home can be used for replacement and all cost associated with the purchase and transportation can be added to the loan. For CalHome and CDBG, manufactured housing on permanent foundations may be replaced by stick built structures.

CalHome requires the following for manufactured housing/mobile home to stick built replacements:

- 1. Verification that the owner of the mobile home is also the landowner. The registration certificate and a preliminary title report must be submitted with the Borrower summary package. Any past due registration fees must be paid.
 - 2. Provide written justification as to why the mobile home is being replaced and not repaired.
 - 3. Ensure the new structure is “reasonable” for the size of the current household.
- E. Owner-occupied rehabilitation activity delivery fees, pursuant to Section 7733(f), as reimbursement to the Sponsor for the actual costs of services rendered to the homeowner that are incidentally but directly related to the rehabilitation work (e.g. planning, engineering, construction management, including inspections and work write-ups). Activity delivery fees are considered part of the total financing; however, are not part of the loan to the Borrower.
 - F. Rehabilitation will address the following issues in the order listed. Eligible costs are included for each item.

- 1. Health and Safety Issues

Eligible costs include, but are not limited to, energy-related improvements, lead-based paint hazard evaluation and reduction activities, improvements for handicapped accessibility, repair or replacement of major housing systems. A driveway may be considered part of rehabilitation if it is determined to be a health and safety issue. Note – CalHome energy-related improvements must be done in conjunction with a related and CalHome eligible repair.

- 2. Code and Regulation Compliance

Eligible costs include, but are not limited to, additional work required to rehabilitate and modernize a home, and bring it into compliance with current building codes and regulations. Painting and weatherization are included.

3. Demolition

Eligible costs include, but are not limited to, the tear down and disposal of dilapidated structures when they are a part of the reconstruction of an affordable housing unit. If a garage or carport is detached, it may not be rehabilitated but may be demolished, if it is determined to be a health and safety issue.

4. Upgrades

Eligible costs include additional bedrooms and bathrooms if the need can be demonstrated per HUD's or Sponsor's overcrowding guidelines. **(See Attachment C).** The Program will not fund additions to a home for a den or family room, or for any luxury items.

5. General Property Improvements

General property improvements may include replacement of a stove, oven, refrigerator, dishwasher, and/or garbage disposal; and repair or installation of fencing. Items such as refrigerators, stoves, and dishwashers that are not built in may be replaced due to incipient failure, or documented medical condition of the homeowner, and must be of moderate quality. Luxury items (i.e., granite countertops) and certain free standing appliances (i.e., washers and dryers) are not allowed.

For HOME and CalHome, replacement of a refrigerator is not allowed. For CalHome, repair or installation of fencing is not allowed.

All improvements must be physically attached to the property and permanent in nature. Non-code property improvements (fencing, landscaping, driveway, etc.) will be *limited to 15 percent* of the rehabilitation financing amount. (Note – CalHome funds generally may not be used for non-code property improvements.) Any cash contribution by the property owner will be considered a general property improvement and be included in this percentage.

6. Rehabilitation Standards

All repair work related to health and safety conditions will meet Local Building Code standards. The priority will be the elimination of health and safety hazards and code compliance.

6.3. ELIGIBLE PROJECT COSTS/ACTIVITY DELIVERY COSTS

Examples of eligible project related costs for all expenses related to the paperwork for processing and insuring a loan application are listed below. For HOME, these costs are considered activity delivery costs and may not be charged to the homeowner's loan.

- Appraisal

- Property Report/Title Insurance
- Building Plan
- Termite Report
- Land Survey
- Grading Plan
- Recording Fees
- Flood Insurance, as applicable (not allowed with CalHome or HOME funds)

Costs are based on charges currently incurred by the Sponsor, or the Program Operator, for these products and/or services. For CDBG and CalHome, any cost increases charged to the Sponsor/Program Operator for these products and/or services will be passed on to the homeowner and included in the loan. All fees are subject to change and are driven by the market.

6.4. REPAIR CALLBACKS

Contractors will comply with State law regarding all labor and material warranties. All labor and material shall meet FHA minimum specifications.

7.0. EXCEPTIONS AND SPECIAL CIRCUMSTANCES

7.1. AMENDMENTS

The Sponsor may make amendments to these Participant Guidelines. Any changes made shall be in accordance with federal and state regulations, shall be approved by the Sponsor's Loan Committee and/or local governing body and submitted to HCD for approval.

7.2. EXCEPTIONS

Any case to which a standard policy or procedure, as stated in the guidelines, does not apply or an applicant treated differently from others of the same class would be an exception.

7.2.1 PROCEDURES FOR EXCEPTIONAL CIRCUMSTANCES

- A. The Sponsor or its Program Operator may initiate consideration of an exception and prepare a report. This report shall contain a narrative, including the Sponsor's/Program Operator's recommended course of action and any written or verbal information supplied by the applicant.
- B. The Sponsor shall make a determination of the exception based on the recommendation of the Program Operator. The request can be presented to the Sponsor's loan committee and/or governing body for decision.

8.0. DISPUTE RESOLUTION AND APPEALS PROCEDURES

8.1. PROGRAM COMPLAINT AND APPEAL PROCEDURE

Complaints concerning the Sponsor's Rehabilitation Program should be made to the Program Operator first. If unresolved in this manner, the complaint or appeal shall be made in writing and filed with the Sponsor. The Sponsor will then schedule a meeting with the Sponsor's Loan Review Committee. Their written response will be made within thirty (30)

working days. If the applicant is not satisfied with the committee's decision, a request for an appeal may be filed with the local governing body. Final appeal may be filed in writing with HCD within one year after denial or the filing of the Project Notice of Completion.

8.2. GRIEVANCES BETWEEN PARTICIPANTS AND CONSTRUCTION CONTRACTOR

Contracts signed by the contractor and the participant include the following clause, which provides a procedure for resolution of grievances:

Any controversy arising out of or relating to this Contract, or the breach thereof, shall be submitted to binding arbitration in accordance with the provisions of the California Arbitration Law, Code of Civil Procedure 1280 et seq., and the Rules of the American Arbitration Association. The arbitrator shall have the final authority to order work performed, to order the payment from one party to another, and to order who shall bear the costs of arbitration. Costs to initiate arbitration shall be paid by the party seeking arbitration. Notwithstanding, the party prevailing in any arbitration proceeding shall be entitled to recover from the other all attorney's fees and costs of arbitration.

ATTACHMENT A

24 CFR Part 5 ANNUAL INCOME INCLUSIONS AND EXCLUSIONS – FOR HOME & CDBG

24 CFR Part 5 Annual Income Inclusions

§5.609 Annual income.

(a) *Annual income* means all amounts, monetary or not, which:

(1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or

(2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

(3) Which are not specifically excluded in paragraph (c) of this section.

(4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

(b) Annual income includes, but is not limited to:

(1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

(2) The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;

(3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b)(2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;

(4) The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in paragraph (c)(14) of this section);

(5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in paragraph (c)(3) of this section);

(6) *Welfare assistance payments.*

(i) Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:

(A) Qualify as assistance under the TANF program definition at 45 CFR 260.31; and

(B) Are not otherwise excluded under paragraph (c) of this section.

(ii) If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

(A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

(B) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

(7) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;

(8) All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in paragraph (c)(7) of this section).

(9) For section 8 programs only and as provided in 24 CFR 5.612, any financial assistance, in excess of amounts received for tuition and any other required fees and charges, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 *et seq.*), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph, "financial assistance" does not include loan proceeds for the purpose of determining income.

24 CFR Part 5 Annual Income Exclusions

(c) Annual income does not include the following:

(1) Income from employment of children (including foster children) under the age of 18 years;

(2) Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);

(3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in paragraph (b)(5) of this section);

- (4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- (5) Income of a live-in aide, as defined in §5.403;
- (6) Subject to paragraph (b)(9) of this section, the full amount of student financial assistance paid directly to the student or to the educational institution;
- (7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- (8)
 - (i) Amounts received under training programs funded by HUD;
 - (ii) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - (iii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
 - (iv) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time;
 - (v) Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program;
- (9) Temporary, nonrecurring or sporadic income (including gifts);
- (10) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- (11) Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
- (12) Adoption assistance payments in excess of \$480 per adopted child;
- (13) [Reserved]
- (14) Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.

(15) Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;

(16) Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

(17) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the FEDERAL REGISTER and distributed to PHAs and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary. [See <https://www.federalregister.gov/documents/2014/05/20/2014-11688/federally-mandated-exclusions-from-income-updated-listing> for most recent notice]

(d) *Annualization of income.* If it is not feasible to anticipate a level of income over a 12-month period (*e.g.*, seasonal or cyclic income), or the PHA believes that past income is the best available indicator of expected future income, the PHA may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

ATTACHMENT A-1

Title 25 Section 6914 Gross Income Inclusions – For CalHome activities

“Gross income” shall mean the anticipated income of a person or family for the twelve-month period following the date of determination of income.

“Income” shall consist of the following:

- (a) Except as provided in subdivision (b), “Exclusions”, all payments from all sources received by the family head (even if temporarily absent) and each additional member of the family household who is not a minor shall be included in the annual income of a family. Income shall include, but not be limited to:
 - (1) The gross amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses;
 - (2) The net income from operation of a business or profession or from rental or real or personal property (for this purpose, expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine the net income from a business);
 - (3) Interest and dividends;
 - (4) The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts;
 - (5) Payments in lieu of earnings, such as unemployment and disability compensation, worker’s compensation and severance pay;
 - (6) Public Assistance. If the public assistance payment includes any amount specifically designated for shelter and utilities which is subject to adjustment by the public assistance agency in accordance with the actual cost of shelter and utilities, the amount of public assistance income to be included as income shall consist of:
 - (A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter and utilities, plus
 - (B) The maximum amount which the public assistance agency could in fact allow for the family for shelter and utilities,
 - (7) Periodic and determinable allowances such as alimony and child support payments, and regular contributions or gifts from persons not residing in the dwelling;

All regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family or spouse.

Title 25 Section 6914 Gross Income Exclusions

(b) The following items shall not be considered as income:

- (1) Casual, sporadic or irregular gift items;
- (2) Amounts which are specifically for or in reimbursement of the cost of medical expenses;
- (3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;
- (4) Amounts of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books and equipment. Any amounts of such scholarships, or payments to veterans, not used for the above purposes of which are available for subsistence are to be included in income;
- (5) The special pay to a serviceman head of a family away from home and exposed to hostile fire;
- (6) Relocation payments made pursuant to federal, state, or local relocation law;
- (7) Foster child care payments;
- (8) The value of coupon allotments for the purchase of food pursuant to the Food Stamp Act of 1964 which is an excess of the amount actually charged the eligible household;
- (9) Payments received pursuant to participation of the following volunteer programs under the ACTION Agency:
 - (A) National Volunteer Antipoverty Programs which include VISTA, Service Learning Programs and Special Volunteer Programs.
 - (B) National Older American Volunteer Program for persons aged 60 and over which include Retired Senior Volunteer Programs, Foster Grandparent Program, older American Community Services Program, and National Volunteer Program to Assist Small Business Experience, Service Corps of Retired Executive (SCORE) and Active Corps of Executives (ACE).

ATTACHMENT B

PART 5 ANNUAL INCOME NET FAMILY ASSET INCLUSIONS AND EXCLUSIONS

This table presents the Part 5 asset inclusions and exclusions as stated in the HUD Technical Guide for Determining Income and Allowances for HOME Program (Third Edition; January 2005).

Statements from 24 CFR Part 5 – Last Modified: January 2005

Inclusions

1. Cash held in savings accounts, checking accounts, safe deposit boxes, homes, etc. For savings accounts, use the current balance. For checking accounts, use the average 6-month balance. Assets held in foreign countries are considered assets.
2. Cash value of revocable trusts available to the applicant.
3. Equity in rental property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and all reasonable costs (e.g., broker fees) that would be incurred in selling the asset. Under HOME, equity in the family's primary residence is not considered in the calculation of assets for owner-occupied rehabilitation projects.
4. Cash value of stocks, bonds, Treasury bills, certificates of deposit and money market accounts.
5. Individual retirement, 401(K), and Keogh accounts (even though withdrawal would result in a penalty).
6. Retirement and pension funds.
7. Cash value of life insurance policies available to the individual before death (e.g., surrender value of a whole life or universal life policy).
8. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.
9. Lump sum or one-time receipts, such as inheritances, capital gains, lottery winnings, victim's restitution, insurance settlements and other amounts not intended as periodic payments.
10. Mortgages or deeds of trust held by an applicant.

Exclusions

1. Necessary personal property, except as noted in number 8 of Inclusions, such as clothing, furniture, cars and vehicles specially equipped for persons with disabilities.
2. Interest in Indian trust lands.
3. Assets not effectively owned by the applicant. That is, when assets are held in an individual's name, but the assets and any income they earn accrue to the benefit of someone else who is not a member of the household and that other person is responsible for income taxes incurred on income generated by the asset.
4. Equity in cooperatives in which the family lives.
5. Assets not accessible to and that provide no income for the applicant.
6. Term life insurance policies (i.e., where there is no cash value).
7. Assets that are part of an active business. "Business" does not include rental of properties that are held as an investment and not a main occupation.

ATTACHMENT C

HOME MAXIMUM PURCHASE PRICE / AFTER-REHAB VALUE LIMIT HOME Program Limits as of 4/15/19

COUNTY NAME	Existing	Newly Constructed (less than 12 months old)
TULARE	\$221,000	\$284,000

CALHOME MAXIMUM SALES PRICE / VALUE LIMIT

For homes assisted with a CalHome Program loan, the maximum allowable sales price or the maximum after-rehab value of a home shall be set at 100% of the current median sales price of a single family home in the County in which the CalHome Program is located. The source of the data for the maximum sales price/value limits that will be used will be the FHA 203(b) one-family limits.

HOME STATEWIDE PER UNIT SUBSIDY LIMITS HOME Program Limits as of 5/9/19

0 Bedroom	1-Bedroom	2-Bedroom	3-Bedroom	4-Bedroom
\$149,868	\$171,802	\$208,913	\$270,266	\$296,666

CURRENT INCOME LIMITS FOR THE AREA (FOR HOME/CDBG) (CDBG effective 6/28/19, HOME effective 6/28/19)

Number of Persons in Household									
	1	2	3	4	5	6	7	8	
80% of AMI	\$36,300	\$41,500	\$46,700	\$51,850	\$56,000	\$60,150	\$64,300	\$68,450	\$72,600

CURRENT INCOME LIMITS FOR THE AREA (FOR CALHOME) (Limits are effective 6/28/19)

<i>Number of Persons in Household</i>								
	1	2	3	4	5	6	7	8
80% of AMI	\$36,300	\$41,500	\$46,700	\$51,850	\$56,000	\$60,150	\$64,300	\$68,450

*Sponsor will insert the limits for the county in which the Program is located, and will update the income limits annually as HCD provides new information. The link to the official, HCD-maintained, income limits is: <http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml> (for HOME and CDBG limits, choose “State CDBG and HOME Income, Value and Rent Limits”; for CalHome income limits, choose Official State Income Limits.

**SPONSOR STANDARDS FOR BEDROOM AND BATHROOM ADDITIONS TO
ALLEVIATE OVERCROWDING**

Maximum No. of Persons in the Household	Number of Bedrooms	Number of Bathrooms
1	SRO	1
1	0-BR	1
2	1-BR	1
4	2-BR	2
6	3-BR	2
8	4-BR	3
10	5-BR	3
12	6-BR	4

- Children may share a bedroom, up to 2 children per bedroom.
- Children shall be permitted a separate bedroom from their parents.
- Adults not in a partner relationship may have their own bedroom.
- 4 or more people – a second bathroom is allowable.
- 8 or more people – a third bathroom is allowable.
- Same rules apply to mobile home units.

The chart above is used as a guide to overcrowding.

ATTACHMENT D

HOUSING REHABILITATION MARKETING PLAN

SUMMARY

The Sponsor will continue its efforts to market the Housing Rehabilitation Program in a manner that will reach all community members.

All marketing related to the Housing Rehabilitation Program is publicized in both English and Spanish. All marketing materials include information identifying the Sponsor's commitment to fair housing laws and affirmative marketing policy, and are widely distributed. Equal opportunity is emphasized in written materials and oral presentations. A record is maintained by the Sponsor identifying what marketing materials are used, and when and where they are distributed.

Forms of marketing may include fliers, brochures, newspaper ads, articles and public service announcements. Fliers and brochures are distributed at local government buildings, other public buildings and through the mail, as well as to businesses that assist those not likely to apply without special outreach. Advertisements and articles are published in newspapers that are widely circulated within the community.

Established working relationships with local lending agencies also aid in informing the public by facilitating the distribution of informational fliers to households seeking financial assistance for repairs that are unable to obtain conventional financing.

Informational meetings are offered to potential participants to explain Program requirements. Often, minimal formal outreach efforts are required as the need for assistance generally exceeds funds available. However, marketing measures are actively performed in order to maintain a healthy interest list.

Characteristics on all applicants and participants are collected and compared with the Sponsor's demographics. Should the Sponsor find that there are underserved segments of the population, a plan to better serve them will be developed and implemented.

MARKETING FORMS

- Fliers
- Brochures
- Newspaper Ads and Articles
- Public Service Announcements
- Public Informational Meetings

MARKETING VENUES

- Local Government Buildings
- Local Public Services Buildings
- Private Businesses
- Lending Agencies
- Real Estate Offices
- Newspaper
- Radio
- Mail

ATTACHMENT E

RESIDENTIAL ANTI-DISPLACEMENT AND TEMPORARY RELOCATION PLAN Version 2

The Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, require all grantees of Community Development Block Grant (CDBG) funds or Home Investment Partnership (HOME) funds to follow a written Residential Anti-displacement and Relocation Assistance Plan (Plan) for any activities which could lead to displacement of occupants whose property is receiving funds from these or other federal funding source. Having been developed in response to both aforesaid federal legislations, this Plan is intended to inform the public of the compliance of the City of Dinuba (Sponsor) with the requirements of federal regulations 24 CFR 570.606 under state recipient requirements and Section 104(d) of the Housing and Community Development Act of 1974 and 24 CFR 92 of the HOME federal regulations. The Plan will outline reasonable steps, which the Sponsor will take to minimize displacement and ensure compliance with all applicable federal and state relocation requirements. The Sponsor's governing body has adopted this plan via a formal resolution.

This Plan will affect rehabilitation activities funded by the U.S. Department of Housing and Urban Development (HUD) under the following Program titles: HOME, CDBG, Urban Development Action Grant (UDAG), Special Purpose Grants, Section 108 Loan Guarantee Program, and such other grants as HUD may designate as applicable, which take place within the Sponsor's jurisdiction limits.

The Sponsor will provide permanent relocation assistance to all eligible "displaced" households either owner occupied or rental occupied units which are permanently displaced by the housing rehabilitation Program (**See Section E below.**). In addition, the Sponsor will replace all eligible occupied and vacant occupiable low income group dwelling units demolished or converted to a use other than low income group housing as a direct result of rehabilitation activities. This applies to all units assisted with funds provided under the Housing and Community Development Act of 1974, as amended, and as described in the Federal Regulations 24 CFR 570.496(a), Relocation, Displacement and Acquisition: Final Rule dated July 18, 1990 (Section 104(d)) and 49 CFR Part 24, Uniform Relocation Assistance (URA) and Real Property Acquisition Regulations Final Rule and Notice (URA) dated March 2, 1989.

All Sponsor Programs/projects will be implemented in ways consistent with the Sponsor's commitment to Fair Housing. Participants will not be discriminated against on the basis of race, color, religion, age, ancestry, national origin, sex, familial status, or handicap. The Sponsor will provide equal relocation assistance available 1) to each HUD Low/Mod individual household displaced by the demolition or rehabilitation of housing or by the conversion of a HUD Low/Mod individual dwelling to another use as a direct result of assisted activities; and 2) to each separate class of HUD Low/Mod individual persons temporarily relocated as a direct result of activities funded by HUD Programs.

A. Minimizing Permanent Displacement and Temporary Relocation Resulting from Housing Rehabilitation or Reconstruction Activities

Consistent with the goals and objectives of activities assisted under the Act, the Sponsor will take the following steps to minimize the displacement of persons from their homes during housing rehabilitation or reconstruction funded by HUD Programs:

1. Provide proper notices with counseling and referral services to all tenants so that they

understand their relocation rights and receive the proper assistance. When necessary, assist permanently displaced persons to find alternate housing in the neighborhood.

2. Stage rehabilitation of assisted households to allow owner occupants and/or tenants to remain during minor rehabilitation.
3. Encourage owner investors to temporarily relocate tenants to other available safe and sanitary vacant units on the project site area during the course of rehabilitation or pay expenses on behalf of replaced tenants.
4. Work with area landlords, real estate brokers, and/or hotel/motel managements to locate vacancies for households facing temporary relocation.
5. When necessary, use public funds, such as CDBG funds, to pay moving costs and provide relocation/displacement payments to households permanently displaced by assisted activities.

B. Lead Based Paint Mitigation Which Causes Temporary Relocation:

On September 15, 2000, the Final Rule for Lead Based Paint Hazard Control went into effect. Among other things, it requires that federally-funded rehabilitation must use safe work practices so that occupants and workers can be protected from lead hazards. **At no time should the tenant-occupant(s) be present in work areas or designated adjacent areas while LHC activities are taking place in any dwelling unit interior, common area, or exterior.** As such, occupants may not be allowed to remain in their units during the time that lead-based paint hazards are being created or treated. Once work that causes lead hazards has been completed, and the unit passes clearance, the occupants can return. **The tenant-occupants may not reoccupy a work area or adjacent area until post-lead hazard reduction clearance standards have been achieved and verified with laboratory results.** The final rule allows for certain exceptions: Programs:

1. The work will not disturb lead-based paint, or create dust-lead or soil-lead hazard; or
2. The work is on exterior only and openings are sealed to prevent dust from entering the home, the work area is cleaned after the work is completed, and the residents have alternative lead free entry; or
3. The interior work will be completed in one period of less than 8-daytime hours and the work site is contained to prevent the release of dust into other areas of the home; or
4. The interior work will be completed within five (5) calendar days, the work site is contained to prevent the release of dust, the worksite and areas within 10 feet of the worksite are cleaned at the end of each day to remove any visible dust and debris, and the residents have safe access to kitchen and bath and bedrooms.

If temporary relocation assistance is not provided because the Sponsor believes that the project meets one of the above criteria, then proper documentation must be provided in the rehabilitation project file to show compliance. It is up to the Sponsor to ensure that the owner occupant or tenant in the project does not get impacted by lead paint mitigation efforts. In most cases where lead paint mitigation is taking place, occupants (tenants or owners) will be strongly encouraged to relocate even for just a few days until a final lead clearance can be issued by a certified lead based paint assessor. Occupants who are temporarily relocated because of lead

based paint mitigation are entitled to the same relocation assistance as those who are relocated because of substantial rehabilitation or reconstruction activities.

C. Temporary Relocation of Owner Occupants:

Owner occupants are not allowed to stay in units which are hazardous environments during lead based paint mitigation. When their home is having lead based paint mitigation work done which will not make it safe to live in, then they are eligible for temporary relocation assistance up to \$5,000, which will be provided as a grant. In the same way, a unit requiring substantial rehabilitation (with or without lead based paint mitigation) which will not allow the family to access a bath or kitchen facility, or if the unit is being demolished and reconstructed, then the family will be eligible for temporary relocation assistance up to \$5,000, which will be provided as a grant.

The housing rehabilitation loan specialist and/or the rehabilitation construction specialist will complete a temporary relocation assistance form (**See Appendix C**) to document that the owner occupant understands that they must relocate during the course of construction and what expenses they wish to be reimbursed for as part of their relocation. Relocation Assistance is a reimbursement of actual expenses and must be supported by invoices. In addition, all relocation costs must be allocable and reasonable. Multiple options related to moving expenses and rental units will be explored and the lowest cost option will be selected. Owner occupants are encouraged to seek free moving assistance. If free assistance is not available, the owner occupant's family and friends can be reimbursed as long as documentation exists in the participant file showing the cost to be less than the alternatives (i.e, moving company, moving/storage pod, etc.). Relocation for a rental unit will be based on reasonableness of accommodations and market rents.

At the time of doing the work write-up, the Sponsor and Owner occupant will estimate the cost for temporary relocation. If unforeseen circumstances make it appear that the estimated amount will not cover the cost of temporary relocation, written change orders will be required. The change order will state the change and dollar value for the change. The change order must be signed by both the contractor and the Owner occupant, and submitted to the Program Operator and Sponsor for signature approval. If the change order exceeds the approved grant amount, a report and request for additional Temporary Relocation grant funds may be presented to the Sponsor's Loan Review Committee for approval prior to the Program Operator signing-off on the change order.

D. Temporary Relocation of Residential Tenants:

If continued occupancy during rehabilitation is judged to constitute a substantial danger to health and safety of the tenant or the public, or is otherwise undesirable because of the nature of the project, the tenant may be required to relocate temporarily. The contract administrator or rehabilitation specialist will make determination of the need for temporary relocation. The temporary relocation period will not exceed 180 days. All conditions of temporary relocation will be reasonable. Any tenant required to relocate temporarily will be helped to find another place to live which is safe, sanitary and of comparable value and they have the first right to move back into the original unit being rehabilitated at the same rent or lower. He or she may move in with family and friends and still receive full or partial temporary assistance based on eligible cost incurred. The housing rehabilitation loan specialist and/or the rehabilitation specialist will ensure that each tenant-occupied unit under the Program will receive a General Information Notice (GIN) (as soon as possible after a loan application is received) and the tenant will receive a Notice of Non-displacement (after loan approval), and each tenant-occupied unit will have a temporary relocation assistance form completed for them. (**See**

Appendix C). These notices will document that each tenant understands what their relocation rights are, and if they must relocate during the course of construction, that they receive the proper counseling and temporary relocation assistance.

A tenant receiving temporary relocation shall receive the following:

1. Increased housing costs (e.g. rent increase, security deposits) and
2. Payment for moving and related expenses, as follows:
 - a. Transportation of the displaced persons and personal property within 50 miles, unless the grantee determines that farther relocation is justified;
 - b. Packing, crating, unpacking, and uncrating of personal property;
 - c. Storage of personal property, not to exceed 12 months, unless the grantee determines that a longer period is necessary;
 - d. Disconnection, dismantling, removing, reassembling, and reinstalling relocated household appliances and other personal property;
 - e. Insurance for the replacement value of personal property in connection with the move and necessary storage;
 - f. The replacement value of property lost, stolen or damaged in the process of moving (not through the fault of the displaced person, his or her agent, or employee) where insurance covering such loss, theft or damage is not reasonably available;
 - g. Reasonable and necessary costs of security deposits required to rent the replacement dwelling;
 - h. Any costs of credit checks required to rent the replacement dwelling;
 - i. Other moving related expenses as the grantee determines to be reasonable and necessary, except the following ineligible expenses:
 - 1) Interest on a loan to cover moving expenses; or
 - 2) Personal injury; or
 - 3) Any legal fee or other cost for preparing a claim for a relocation payment or for representing the claimant before the Grantee; or
 - 4) Costs for storage of personal property on real property already owned or leased by the displaced person before the initiation of negotiations.

E. Rehabilitation Activities Requiring Permanent Displacement

The Sponsor's rehabilitation Program will not typically trigger permanent displacement and permanent displacement activities fall outside of the scope of this plan. If a case of permanent displacement is encountered, then the staff responsible for the rehabilitation Program will consult with Sponsor's legal counsel to decide if they have the capacity to conduct the permanent displacement activity. If local staff does not have the capacity, then a professional relocation consultant will be hired to do the counseling and assistance determination and implementation. If local staff does wish to do the permanent displacement activity then they will consult and follow the HUD Relocation Handbook 1378.

F. Rehabilitation Which Triggers Replacement Housing

If the Sponsor's rehabilitation Program assists a property where one or more units are eliminated then under Section 104 (d) of the Housing and Community Act of 1974, as amended applies and the Sponsor is required to replace those lost units. An example of this would be a duplex unit which is converted into a single family unit. In all cases where rehabilitation activities will reduce the number of housing units in the jurisdiction, then the Sponsor must document that any lost units are replaced and any occupants of reduced units are given permanent relocation assistance. (This does not apply to reconstruction or replacement housing done under a rehabilitation Program where the existing unit(s) is demolished and replaced with a structure equal in size without the loss in number of units or bedrooms.)

Replacement housing will be provided within three years after the commencement of the demolition or conversion. Before entering into a contract committing the Sponsor to provide funds for an activity that will directly result in such demolition or conversion, the Sponsor will make this activity public (through a noticed public hearing and/or publication in a newspaper of general circulation) and submit to the California Department of Housing and Community Development or the appropriate federal authority the following information in writing:

1. A description of the proposed assisted activity;
2. The location on a map and the approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as HUD Low/Mod individual dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The location on a map and the approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
5. The source of funding and a time schedule for the provision of the replacement dwelling units;
6. The basis for concluding that each replacement dwelling unit will remain a HUD Low/Mod individual dwelling unit for at least 10 years from the date of initial occupancy; and,
7. Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units (e.g., a two-bedroom unit with two one-bedroom units) is consistent with the housing needs of HUD Low/Mod individual households in the jurisdiction.

The Program Operator for the Sponsor is responsible for tracking the replacement of housing and ensuring that it is provided within the required period. The Sponsor is responsible for ensuring requirements are met for notification and provision of relocation assistance, as described in Section 570.606, to any HUD Low/Mod individual displaced by the demolition of any dwelling unit or the conversion of a HUD Low/Mod individual dwelling unit to another use in connection with an assisted activity.

G. Record Keeping and Relocation Disclosures/Notifications

The Sponsor will maintain records of occupants of federally funded rehabilitated, reconstructed or demolished property from the start to completion of the project to demonstrate compliance with section 104(d), URA and applicable Program regulations. Each rehabilitation project,

which dictates temporary or permanent or replacement activities, will have a project description and documentation of assistance provided. (See sample forms in HUD Relocation Handbook 1378, Chapter 1, Appendix 11, form HUD-40054)

Appropriate advisory services will include reasonable advance written notice of (a) the date and approximate duration of the temporary relocation; (b) the address of the suitable, decent, safe, and sanitary dwelling to be made available for the temporary period; (c) the terms and conditions under which the tenant may lease and occupy a suitable, decent, safe, and sanitary dwelling.

Notices shall be written in plain, understandable primary language of the persons involved. Persons who are unable to read and understand the notice (e.g. illiterate, foreign language, or impaired vision or other disability) will be provided with appropriate translation/communication. Each notice will indicate the name and telephone number of a person who may be contacted for answers to questions or other needed help. The notices and process below is only for temporary relocation. If permanent relocation is involved, then other sets of notice, noticing process, and relocation assistance must be applied. (See HUD relocation handbook 1378 for those forms and procedures.) The Temporary Relocation Advisory Notices to be provided are as follows:

1. General Information Notice: As soon as feasible when an owner investor is applying for Federal financing for rehabilitation, reconstruction, or demolition, the tenant of a housing unit will be mailed or hand delivered a General Information Notice that the project has been proposed and that the tenant will be able to occupy his or her present house upon completion of rehabilitation. The tenant will be informed that the rent after rehabilitation will not exceed current rent or 30 percent of his or her average monthly gross household income. The tenant will be informed that if he or she is required to move temporarily so that the rehabilitation can be completed, suitable housing will be made available and he or she will be reimbursed for all reasonable extra expenses. The tenant will be cautioned that he or she will not be provided relocation assistance if he or she decides to move for personal reasons. **See Appendix A for sample notice to be delivered personally or by certified mail.**
2. Notice of Non Displacement: As soon as feasible when the rehabilitation application has been approved, the tenant will be informed that they will not be permanently displaced and that they are eligible for temporary relocation assistance because of lead based paint mitigation or substantial rehabilitation, or reconstruction of their unit. The tenant will also again be cautioned not to move for personal reasons during rehabilitation, or risk losing relocation assistance. **See Appendix B for sample notice to be delivered personally or by certified mail.**
3. Disclosure to Occupants of Temporary Relocation Assistance: This form is completed to document that the Sponsor is following its adopted temporary relocation plan for owner occupants and tenants. **See Appendix C for a copy of the disclosure form.**
4. Other Relocation/Displacement Notices: The above three notices are required for temporary relocation. If the Sponsor is attempting to provide permanent displacement assistance then there are a number of other forms which are required. Staff will consult HUD's Relocation Handbook 1378 and ensure that all the proper notices are provided for persons who are permanently displaced as a result of housing rehabilitation activities funded by CDBG or other federal Programs.

APPENDIX A

Dear _____,

On (date), (property owner) submitted an application to the _____ for financial assistance to rehabilitate the building which you occupy at (address).

This notice is to inform you that, if the assistance is provided and the building is rehabilitated, you will not be displaced. Therefore, we urge you not to move anywhere at this time. (If you do elect to move for reasons of your choice, you will not be provided relocation assistance.)

If the application is approved and Federal assistance is provided for the rehabilitation, you will be able to lease and occupy your present apartment (or another suitable, decent, safe and sanitary apartment in the same building) upon completion of the rehabilitation. Of course, you must comply with standard lease terms and conditions.

After the rehabilitation, your initial rent, including the estimated average monthly utility costs, will not exceed the greater of (a) your current rent/average utility costs, or (b) 30 percent of your gross household income. If you must move temporarily so that the rehabilitation can be completed, suitable housing will be made available to you for the temporary period, and you will be reimbursed for all reasonable extra expenses, including all moving costs and any increase in housing costs.

Again, we urge you not to move. If the project is approved, you can be sure that we will make every effort to accommodate your needs. Because Federal assistance would be involved, you would be protected by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

This letter is important and should be retained. You will be contacted soon. In the meantime, if you have any questions about our plans, please contact (name), (title), at (telephone number), (address).

Sincerely,

(name)

(title)

APPENDIX B

(date)

Dear _____:

On (date), we notified you that the owner of your building had applied for assistance to make extensive repairs to the building. On (date), the owner's request was approved, and the repairs will begin soon.

This is a notice of non-displacement. You will not be required to move permanently as a result of the rehabilitation. This notice guarantees you the following:

1. You will be able to lease and occupy your present apartment [or another suitable, decent, safe and sanitary apartment in the same building/complex] upon completion of the rehabilitation. Your monthly rent will remain until after construction is completed. If increased after construction is done, your new rent and estimated average utility costs will not exceed local fair market rents for your community. Of course, you must comply with all the other reasonable terms and conditions of your lease.
2. If you must move temporarily so that the repairs can be completed, you will be reimbursed for all of your extra expenses, including the cost of moving to and from the temporarily occupied unit and any additional housing costs. The temporary unit will be decent, safe and sanitary, and all other conditions of the temporary move will be reasonable.

Since you will have the opportunity to occupy a newly rehabilitated apartment, I urge you not to move. (If you do elect to move for your own reasons, you will not receive any relocation assistance.) We will make every effort to accommodate your needs. Because Federal assistance is involved, you are protected by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

If you have any questions, please contact (name), (title), at (phone #), (address). Remember; do not move before we have a chance to discuss your eligibility for assistance. This letter is important to you and should be retained.

Sincerely,

(name and title)

APPENDIX C

DISCLOSURE TO OCCUPANT OF TEMPORARY RELOCATION ASSISTANCE

Top to be completed at time of loan application submittal or Home Visit

Property Address: _____
 ___ Rental Unit ___ Owner/Occupied Unit

The rehabilitation loan specialist working on behalf of the City of _____
has explained the temporary relocation services and assistance available under the current rehabilitation Program relocation plan.

I/we have been advised that the City of _____ rehabilitation construction specialist will inform me if I need to be temporarily relocated and will to assist me with scheduling any necessary moves and answer any questions about assistance as needed.

Acknowledged:

Occupant Signature Date _____ Date

Complete this at time of acceptance of Work Write Up with initials by occupant

The rehabilitation construction specialist for the City of _____
has explained the Rehabilitation Scope of Work for our house and I/we agree that it will:
____ Not require I/we to be relocated. **(If initialed then STOP here and sign bottom.)**
____ Yes, I/we need to be temporarily relocated. **(Complete rest of form if initialed.)**

Start date and duration of relocation:

____ Starting on or about _____ we will move for all or part of the rehabilitation project.
____ Approximate length of temporary relocation: _____ Number of days.

For temporary relocation, I/We elect to (check all that apply):

____ Relocate with friends and family.
____ Relocate into a suitable temporary housing unit identified by rehab specialist.
____ Relocate furnishings only into a temporary storage unit.

____ I/We have been told what our relocation assistance is and elect **Not** to be reimbursed for any eligible relocation expenses.

____ I/We have been told what our relocation assistance is and want to be reimbursed for: _____

By signing, occupant(s) acknowledge receipt of copy of this form:

Occupant Signature Date _____ Date

ATTACHMENT F

LOAN SERVICING POLICIES AND PROCEDURES FOR THE CITY OF DINUBA

The City of Dinuba, hereafter called “Sponsor,” has adopted these policies and procedures in order to preserve its financial interest in properties whose “Borrowers” have been assisted with public funds. The Sponsor will, to the greatest extent possible, follow these policies and procedures, but each loan will be evaluated and handled on a case-by-case basis. The Sponsor has formulated this document to comply with state and federal regulations regarding the use of these public funds and any property restrictions that are associated with them.

The Sponsor may, at its discretion, enter into an agreement with a third party to collect and distribute payments and/or complete all loan servicing aspects of the Program. For CalHome, the Sponsor must obtain prior approval from HCD and must provide HCD a copy of the contract.

The policies and procedures are broken down into the following areas: 1) making required monthly payments or voluntary payments on a loan’s principal and interest; 2) required payment of property taxes and insurance; 3) required Request for Notice of Default on all second mortgages; 4) loans with annual occupancy restrictions and certifications 5) required noticing and limitations on any changes in title or use of property; 6) required noticing and process for requesting a subordination during a refinance; 7) processing of foreclosure in case of default on the loan; 8) the Sponsor as Senior Lienholder; and 9) processing of demands and payoffs.

1. Loan Repayments:

The Sponsor will collect monthly payments from those Borrowers who are obligated to do so under Notes that are amortized promissory notes. Late fees will be charged for payments received after the assigned monthly due date.

For Notes that are deferred payment loans, the Sponsor must accept voluntary payments on the loan. Loan payments will be credited to principal. The Borrower may repay the loan balance at any time with no penalty.

At time of completion, the funds expended on a housing unit will be compared to the Note amount. Any funds not expended at completion will be considered a “principal reduction” and will be applied to the principal loan balance thereby lowering the amount owed by the Borrower. Borrowers will receive a closeout letter after the 30-day retention period indicating the amount of their Note, the credit, and the ending balance on their loan. A copy of this credit along with the final cost break-down will be retained in the Borrower’s file.

The State HOME Program “HOME” has selected the Recapture option of ensuring the affordability of housing acquired by HOME-assisted homebuyers.

There is no affordability period in the Sponsor’s Housing Rehabilitation Program; therefore, all payments and payoffs received are Program Income.

Recaptured funds and Program Income do not have to be expended on the same type of activity as that from which the funds were generated, but they are required to be expended on other HOME activities before any new HOME funds can be drawn down from the Treasury (24 CFR 504(c)(viii)).

Per Section 8208 of the State HOME regulations, no additional HOME assistance, including rehabilitation funds, may be provided during the period starting one year following the filing of the Project Completion Report through the end of the affordability period. Note – This does not apply to CDBG and CalHome assistance.

For HOME-assisted loans approved by the Sponsor under the First-Time Homebuyer Program, the HOME Affordability Period is as follows (amount does not include Activity Delivery Costs paid to the State Recipient by HCD):

Amount of HOME Assistance	Period of Affordability in Years
Under \$15,000	5 years
\$15,000 to \$40,000	10 years
Over \$40,000	15 years

2. Payment of Property Taxes and Insurance:

As part of keeping the loan from going into default, Borrower must maintain property insurance coverage naming the Sponsor as loss payee. If Borrower fails to maintain the necessary insurance, the Sponsor may use non-grant funds to take out force placed insurance to cover the property while the Borrower puts a new insurance policy in place. All costs for installing the necessary insurance will be added to the loan balance at time of installation of Borrower's new insurance.

When a property is located in a 100-year flood plain, the Borrower will be required to carry the necessary flood insurance. A certificate of insurance for flood and for standard property insurance naming the Sponsor as loss payee will be required at close of escrow. The Sponsor must verify the insurance on an annual basis.

Property taxes must be kept current during the term of the loan. If the Borrower fails to maintain payment of property taxes, the Sponsor may pay the taxes current and add the balance of the tax payment plus any penalties to the balance of the loan. Wherever possible, the Sponsor encourages Borrower to have impound accounts set up with their first mortgagee wherein they pay their taxes and insurance as part of their monthly mortgage payment.

3. Required Request for Notice of Default:

When the Borrower's loan is in second position behind an existing first mortgage, it is the Sponsor's policy to prepare and record a "Request for Notice of Default" for each senior lien in front of Sponsor's loan. This document requires any senior lienholder listed in the notice to notify the Sponsor of initiation of a foreclosure action. The Sponsor will then have time to contact the Borrower and assist them in bringing the first loan current, if possible. The Sponsor can also monitor the foreclosure process and go through the necessary analysis to determine if the loan can be made whole or preserved. When the Sponsor is in a third position and receives notification of foreclosure from only one senior lienholder, it is in their best interest to contact any other senior lienholders regarding the status of their loans.

4. Annual Occupancy Verification:

On owner-occupant loans, the Sponsor requires that Borrowers submit utility bills and/or other documentation annually to prove occupancy during the term of the loan.

Occupancy will be verified, reviewed and certified by the submission of the following:

- Proof of occupancy in the form of a copy of a current utility bill; and
- Statement of unit's continued use as primary residence of the owner.
- Declaration that other title holders do not reside on the premises;
- Verification that Property Taxes are current; and
- Verification of current required insurance policies.

5. Required Noticing and Restrictions on Any Changes of Title or Occupancy:

In all cases where there is a change in title or occupancy or use, the Borrower must notify the Sponsor in writing of any change. Sponsor, or its designated Loan Servicing Agent, and Borrower will work together to ensure the property is kept in compliance with the original Program terms and conditions such that it remains available as an affordable home for low-income families.

Change from owner-occupant to owner-occupant occurs at a sale. When a new owner-occupant is not low-income, the loan is not assumable and the loan balance is immediately due and payable. If the new owner-occupant qualifies as low-income, the purchaser may either pay the loan in full or assume all loan repayment obligations of the original owner-occupant, subject to the approval of the Sponsor's Loan Committee (depends on the HCD Program). Note – CalHome loans are not assumable.

If a transfer of the property occurs through inheritance, the heir (as owner-occupant) may be provided the opportunity to assume the loan at an interest rate based on household size and household income, provided the heir is income eligible. If the heir intends to occupy the property and is not low-income, the balance of the loan is due and payable. If the heir intends to act as an owner-investor, the balance of the loan is due and payable. All such changes are subject to the review and approval of the Sponsor's Loan Committee. Note – CalHome loans are not assumable.

Change from owner-occupant to owner-investor occurs when an owner-occupant decides to move out and rent the assisted property, or if the property is sold to an investor. If the owner converts any assisted unit from owner-occupied to rental, the loan is due in full.

Conversion to use other than residential use is not allowable where the full use of the property is changed from residential to commercial or other. In some cases, Borrowers may request that the Sponsor allow for a partial conversion where some of the residence is used for a business but the household still resides in the property. Partial conversions can be allowed if it is reviewed and approved by any and all agencies required by local statute. If the use of the property is converted to a fully non-residential use, the loan balance is due and payable.

For CalHome, the following transfers of interest shall not require the repayment of the CalHome Program loan:

- A. transfer to a surviving joint tenant by devise, descent, or operation of law on the death of a joint tenant;
- B. a transfer, in which the transferee is a person who occupies or will occupy the property, which is:

- 1) a transfer where the spouse becomes an owner of the property;
- 2) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement by which the spouse becomes an owner of the property; or
- 3) a transfer into an inter vivos trust in which the Borrower is and remains the beneficiary and occupant of the property.

6. Requests for Subordinations:

When a Borrower wishes to refinance their existing first mortgage, they must submit a subordination request to the Sponsor. The Sponsor will subordinate their loan only when there is no "cash out" as part of the refinance. No cash out means there are no additional charges on the transaction above loan and escrow closing fees. There can be no third-party debt payoffs or additional encumbrances on the property above traditional refinance transaction costs. The refinance should lower the existing housing cost of the household. The total indebtedness on the property should not exceed the current market value except when the Borrower is obtaining a HARP II or other similar federally approved refinance loan. If the HARP II or other similar financing is approved and meets all other requirements, combined Loan-To-Value will not be considered when reviewing the subordination request.

Also, the loan must:

- A. be fully amortized and have a fixed interest rate that does not exceed the current market rate, as established by an index identified in the most recent NOFA;
- B. not have a temporary interest rate buy-down;
- C. have a term "all due and payable" that matures prior to or concurrently with the maturity date of the Promissory Note. Therefore, the maturity date of the existing Promissory Note should be modified to coincide with the maturity date of the new first mortgage; and,
- D. not have a balloon payment due before the maturity date of the Program loan.

Upon receiving the proper documentation from the refinance lender, the request will be considered by the loan committee for review and approval. Upon approval, the escrow company will provide the proper subordination document for execution and recordation by the Sponsor.

7. Process for Loan Foreclosure:

Upon any condition of loan default: 1) non-payment; 2) lack of insurance or property tax payment; 3) change in title or use without approval; or 4) default on senior loans; the Sponsor, or its designated Loan Servicing Agent, will send out a letter to the Borrower notifying them of the default situation. If the default situation continues, the Sponsor may start a formal process of foreclosure.

When a senior lienholder starts a foreclosure process and the Sponsor is notified via a Request for Notice of Default, the Sponsor, who is the junior lienholder, may cancel the foreclosure proceedings by "reinstating" the senior lienholder. The reinstatement amount or payoff amount must be obtained by contacting the senior lienholder. This amount will include all delinquent payments, late charges and fees to date. Sponsor must confer with Borrower to determine if, upon paying the senior lienholder current, the Borrower can provide future payments. If this is the case, then the Sponsor may cure the foreclosure and add the costs to the balance of the loan with a Notice of Additional Advance on the existing note.

If the Sponsor determines, based on information on the reinstatement amount and status of Borrower, that bringing the loan current will not preserve the loan, then staff must determine if it is

cost effective to protect their position by paying off the senior lienholder in total and restructure the debt such that the unit is made affordable to the Borrower. If the Sponsor does not have sufficient funds to pay the senior lienholder in full, then they may choose to cure the senior lienholder and foreclose on the property themselves. As long as there is sufficient value in the property, the Sponsor can afford to pay for the foreclosure process and pay off the senior lienholder and retain some or all of their investment.

If the Sponsor decides to reinstate, the senior lienholder will accept the amount to reinstate the loan up until five (5) days prior to the set "foreclosure sale date." This "foreclosure sale date" usually occurs about four (4) to six (6) months from the date of recording of the "Notice of Default." If the Sponsor fails to reinstate the senior lienholder before five (5) days prior to the foreclosure sale date, the senior lienholder would then require a full pay off of the balance, plus costs, to cancel foreclosure. If the Sponsor determines the reinstatement and maintenance of the property not to be cost effective and allows the senior lienholder to complete foreclosure, the Sponsor's lien may be eliminated due to insufficient sales proceeds.

8. Sponsor as Senior Lienholder

When the Sponsor is first position as a senior lienholder, active collection efforts will begin on any loan that is 31 or more days in arrears. Attempts will be made to assist the homeowner in bringing and keeping the loan current. These attempts will be conveyed in an increasingly urgent manner until loan payments have reached 90 days in arrears, at which time the Sponsor may consider foreclosure. Sponsor's staff will consider the following factors before initiating foreclosure:

- A. Can the loan be cured and can the rates and terms be adjusted to allow for affordable payments such that foreclosure is not necessary?
- B. Can the Borrower refinance with a private lender and pay off the Sponsor?
- C. Can the Borrower sell the property and pay off the Sponsor?
- D. Does the balance warrant foreclosure? (If the balance is under \$5,000, the expense to foreclose may not be worth pursuing.)
- E. Will the sales price of home "as is" cover the principal balance owing, necessary advances, (maintain fire insurance, maintain or bring current delinquent property taxes, monthly yard maintenance, periodic inspections of property to prevent vandalism, etc.) foreclosure, and marketing costs?

If the balance is substantial and all of the above factors have been considered, the Sponsor may opt to initiate foreclosure. The Borrower must receive, by certified mail, a thirty-day notification of foreclosure initiation. This notification must include the exact amount of funds to be remitted to the Sponsor to prevent foreclosure (such as, funds to bring a delinquent BMIR current or pay off a DPL).

At the end of thirty days, the Sponsor should contact a reputable foreclosure service or local title company to prepare and record foreclosure documents and make all necessary notifications to the owner and junior lienholders. The service will advise the Sponsor of all required documentation to initiate foreclosure (Note and Deed of Trust usually) and funds required from the owner to cancel foreclosure proceedings. The service will keep the Sponsor informed of the progress of the foreclosure proceedings.

When the process is completed, and the property has "reverted to the beneficiary" at the foreclosure

sale, the Sponsor could sell the home themselves under a homebuyer Program or use it for an affordable rental property managed by a local housing authority or use it for transitional housing facility or other eligible use. The Sponsor could contract with a local real estate broker to list and sell the home and use those funds for Program income-eligible uses.

9. Process Demands and Payoffs:

Requests for demands and payoffs will be processed within the time frame allowed by law. Sponsor or its designated Loan Servicing Agent is proficient in performing the related calculations. Reconveyance and lien releases would be prepared for processing by a qualified Title Company.

ATTACHMENT G

CITY OF DINUBA'S FORECLOSURE POLICY

Sponsor As Junior Lienholder

It is the City of Dinuba's (Sponsor's) policy to prepare and record a "Request for Notice" on all junior liens (any lien after the first position) placed on properties financed by a loan.

This document requires any senior lienholder to notify the Sponsor of initiation (recording of a "Notice of Default") of a foreclosure only. This is to alert the junior lienholder that they are to monitor the foreclosure with the senior lienholder. When the Sponsor is in a third position and receives notification of foreclosure from only one senior lienholder, it would be in their best interest to contact both senior lienholders regarding the status of their loans.

The junior lienholder may cancel the foreclosure proceedings by "reinstating" the senior lienholder. The reinstatement amount must be obtained by contacting the senior lienholder. This amount will include all delinquent payments, late charges, advances (fire insurance premiums, property taxes, property protection costs, etc.), and foreclosure costs (fees for legal counsel, recordings, certified mail, etc.)

Once the Sponsor has the information on the reinstatement amount, staff must then determine if it is cost effective to protect their position by reinstating the senior lienholder, keeping them current by submitting a monthly payment thereafter, foreclosing on the property possibly resulting in owning the property at the end of foreclosure, protecting the property against vandalism, and paying marketing costs (readying the home for marketing, paying for yard maintenance, paying a real estate broker a sales commission).

If the Sponsor decides to reinstate, the senior lienholder will accept the amount to reinstate the loan up until five (5) days prior to the set "foreclosure sale date." This "foreclosure sale date" usually occurs about four (4) to six (6) months from the date of recording of the "Notice of Default." If the Sponsor fails to reinstate the senior lienholder before five (5) days prior to the foreclosure sale date, the senior lienholder would then require a full pay off of the balance, plus costs, to cancel foreclosure. If the Sponsor determines the reinstatement and maintenance of the property not to be cost effective and allows the senior lienholder to complete foreclosure, the Sponsor's lien may be eliminated due to insufficient sales proceeds.

Sponsor As Senior Lienholder

When the Sponsor is in a first position, or the senior lienholder, active collection efforts will begin on any loan that is 31 or more days in arrears. Attempts will be made to assist the homeowner in bringing and keeping the loan current. These attempts will be conveyed in an increasingly urgent manner until loan payments have reached 90 days in arrears, at which time the Sponsor may consider foreclosure. Sponsor staff will consider the following factors before initiating foreclosure:

- Can the loan be cured (brought current or paid off) by the owner without foreclosure?

- Can the owner refinance with a commercial lender and pay off the Sponsor?
- Can the owner sell the property and pay off the Sponsor?
- Does the balance warrant foreclosure? (If the balance is under \$5,000, the expense to foreclose may not be worth pursuing.)
- Will the sales price of home "as is" cover the principal balance owing, necessary advances, (maintain fire insurance, maintain or bring current delinquent property taxes, monthly yard maintenance, periodic inspections of property to prevent vandalism, etc.) foreclosure, and marketing costs?

If the balance is substantial and all of the above factors have been considered, the Sponsor may opt to initiate foreclosure. The owner must receive, by certified mail, a thirty-day notification of foreclosure initiation. This notification must include the exact amount of funds to be remitted to the Sponsor to prevent foreclosure (such as, funds to bring a delinquent BMIR current or pay off a DPL).

At the end of thirty days, the Sponsor should contact a reputable foreclosure service or local title company to prepare and record foreclosure documents and make all necessary notifications to the owner and junior lienholders. The service will advise the Sponsor of all required documentation to initiate foreclosure (Note and Deed of Trust usually) and funds required from the owner to cancel foreclosure proceedings. The service will keep the Sponsor informed of the progress of the foreclosure proceedings. When the process is completed, and the property has "reverted to the beneficiary" at the foreclosure sale, the Sponsor would then contact a real estate broker to market the home.

ATTACHMENT H

CERTIFICATION OF OCCUPANCY

CITY OF DINUBA

I/We _____ declare as follows:
(Please Print Occupant/Borrower's Name(s))

That I/we am/are currently occupying as my/our principal place of residence the real property commonly known as:

(Address)

(City, State, Zip code)

Daytime Phone Number: _____

Executed on _____, 20____, at _____, CA
(Date) (City)

I/We declare under penalty of perjury that the foregoing is true and correct.

Signature(s) of all occupants:

Occupant: _____

Occupant: _____

Occupant: _____

Occupant: _____

Occupant: _____

Occupant: _____

ATTACHMENT I

LEAD-BASED PAINT

VISUAL ASSESSMENT, NOTICE OF PRESUMPTION, AND HAZARD REDUCTION FORM

Section 1: Background Information			
Property Address:			No LBP found or LBP exempt ☐
Select one:	Visual Assessment ☐	Presumption ☐	Hazard Reduction ☐
Section 2: Visual Assessment. Fill out Sections 1, 2, and 6. If paint stabilization is performed, also fill out Sections 4 and 5 after the work is completed.			
Visual Assessment Date:		Report Date:	
Check if no deteriorated paint found ☐			
Attachment A: Summary where deteriorated paint was found. For multi-family housing, list at least the housing unit numbers and common areas and building components (including type of room or space, and the material underneath the paint).			
Section 3: Notice of Presumption. Fill out Sections 1, 3, 5, and 6. Provide to occupant w/in 15 days of presumption.			
Date of Presumption Notice:			
Lead-based paint is presumed to be present ☐ and/or Lead-based paint hazards are presumed to be present ☐			
Attachment B: Summary of Presumption: For multi-family housing, list at least the housing unit numbers and common areas, bare soil locations, dust-lead location, and or building components (including type of room or space, and the materials underneath the paint) of lead-based paint and/or hazards presumed to be present.			
Section 4: Notice of Lead-Based Paint Hazard Reduction Activity. Fill out Sections 1, 4, 5, and 6. Provide to occupant w/in 15 days of after work completed.			
Date of Hazard Reduction Notice:			
Initial Hazard Reduction Notice? Yes ☐ No ☐		Start & Completion Dates:	
If "No", dates of previous Hazard Reduction Activity Notices:			
Attachment C: Activity locations and types. For multi-family housing, list at least the housing unit numbers and common areas (for multifamily housing), bare soil locations, dust-lead locations, and/or building components (including type of room or space, and the material underneath the paint), and the types of lead-based paint hazard reduction activities performed at the location listed.			
Attachment D: Location of building components with <u>lead-based paint remaining</u> in the rooms, spaces or areas where activities were conducted.			
Attachment E: Attach clearance report(s), using DHS form 8552 (and 8551 for abatement activities)			
Section 5: Resident Receipt of Notice for Presumption or Lead-Based Paint Hazard Reduction Activity and Acknowledgement of Receipt of pamphlet <i>Protection Your Family from Lead in Your Home</i>.			
Printed Name:		Signature:	Date:
Section 6: Contact Information		Organization:	
Contact Name:		Contact Signature:	
Date:	Address:	Phone:	

ATTACHMENT J TEST FOR RECONSTRUCTION

Jurisdiction: _____ **Test Prepared By:** _____
Program: _____ **Date Submitted to HCD:** _____
Contract #: _____ **Date Received by HCD:** _____
HCD Rep: _____ **Representative Initial and Date:**

--	--

Manager Initial and Date:

--	--

Property Address

Part A

1. Does the structure meet the definition of a dwelling? Yes ☐ No ☐
 A dwelling must have cooking, eating, sleeping and sanitation facilities.
2. Is the site/lot/land owned by the homeowner? Yes ☐ No ☐
3. Is the structure presently occupied by the owner? *(Provide proof)* Yes ☐ No ☐
4. Is the structure a 5th wheeler? Yes ☐ No ☐

IF "NO" TO #1, #2 or #3, or "YES" to #4, STOP HERE. A Reconstruction is not authorized.

Consult your HCD Representative for possible exceptions.

IF YES TO BOTH QUESTIONS, PROCEED WITH PART B

Part B

1. Is the cost to reconstruct the structure less than the cost of Rehabilitating it? Yes ☐ No ☐
(Provide documents showing cost estimates for each line item for both Rehab and Reconstruction)

IF YES, SUBMIT THIS COMPLETED FORM WITH THE REQUIRED BACKUP DOCUMENTS TO HCD

<u>REHABILITATION</u>	(Be sure to include all costs for proposed changes, if any, to the number of bedrooms & bathrooms)	<u>RECONSTRUCTION</u>
	Est. Fair Market Value of the Land	
	Estimated Fees	
	Architectural/Engineering/Design	
	Relocation Costs	
	Lead Based Paint Abatement	
	Site Work	
	Demolition	
	Environmental Remediation	
	Structure Construction Costs	
	Other costs _____	
\$0	<u>TOTAL ESTIMATED COSTS</u>	\$0

Have you submitted this "Test" to another HCD Program?
Yes: ☐ No: ☐
Is the structure in a flood plain?
Yes: ☐ No: ☐
Is the proposed footprint the same as the existing footprint?
Yes: ☐ No: ☐

	Current Structure	Proposed Structure
Sq. Footage of Structure:	_____	_____
Number of Bedrooms	_____	_____
Number of Bathrooms	_____	_____
<i>Provide justification for any increases or decreases.</i>		

ATTACHMENT K

HOUSING REHABILITATION/RECONSTRUCTION PROGRAM CONTRACTOR GUIDELINES AND INFORMATION SHEET



SELF-HELP ENTERPRISES Housing Rehabilitation/Reconstruction Program Contractor Guidelines and Information Sheet

Introduction

The mission of Self-Help Enterprises (SHE) is to work together with low-income families to build and sustain healthy homes and communities.

Though known as a top agricultural production region, the San Joaquin Valley has among the highest poverty rates in the State of California with many rural, unincorporated communities lacking adequate housing, water and sewer services. In particular, the people who provide the source of labor for the agricultural fields can find little except substandard housing in existing stock, and have insufficient income to qualify for standard new home loans. Similarly, the low income, elderly, and handicapped often find themselves trapped in substandard housing. Through our programs, staff works with cities, counties and residents to help meet the needs of our participants and the communities they call home.

SHE appreciates your interest in improving the housing conditions of low-income families in the San Joaquin Valley. It is our hope that together we can realize the dream of safe and decent housing for the less fortunate in our community.

A. General Program Information

The aim of the Housing Rehabilitation/Reconstruction Program is to repair or replace houses making life-safety and sanitary upgrades under the standards of the California Building Code (CBC) and the requirements of the State and/or Federal funding sources.

To accomplish this, Self-Help Enterprises (SHE):

1. Assists the jurisdiction to apply for funds providing low-interest financing to eligible Owners so that they can afford to rehabilitate or reconstruct their home or rental unit;
2. Contracts with the jurisdiction to provide technical assistance for the financial and construction aspects of the program; and
3. Keeps projects on schedule, running smoothly, and when problems arise, works with all parties to swiftly resolve those problems.

B. Work Standards

The work must meet all applicable building codes and be done in a competent manner. We expect professional quality. Everything must be functional, visually acceptable, and be built to California Building Performance Guidelines for Residential Construction Standards.

C. Contractor Eligibility

1. Contractors must be licensed in the State of California as a Class B General Contractor and their license must be in good standing with the Contractors' State Licensing Board;
2. California law requires Contractors have a minimum of \$1,000,000.00 liability insurance, worker's compensation, and a valid Contractor Bond. ***Evidence of these must be provided prior to entering into a Construction Contract and insurance must be in force throughout the term of the Contract;***

3. Contractors will be checked against the Federal System for Award Management (SAM.gov) for debarred status. Contractors listed on the Excluded Parties List System (EPLS) are ineligible;
4. Contractors must complete an application;
5. Contractors may be asked to participate in project orientation; and
6. Contractors will receive an evaluation after every project.

D. Contractor Suspension/Elimination from Bid List

A Contractor will be moved to the Inactive Contractor List for the reasons identified below and/or if a performance evaluation results in a Below Standard rating. If not permanently eliminated, a Contractor can submit a request to be reinstated to Active status upon correction of the issue or following the time period found in parenthesis by each reason.

1. Contractor fails to return the annual request for confirmation of interest in remaining on the Active Contractor List (Upon Receipt of Confirmation of Interest)
2. Contractor's license is no longer valid (Upon Proof of Correction)
3. Inability to acquire insurance (Upon Proof of Correction)
4. Failure to finish one or more projects in the time specified in the Contract (One Year)
5. Failure to prove the knowledge and/or ability to perform the work required of any given Contract per the California Building Code (One Year AND Upon Proof of Correction)
6. Quality of work does not meet specifications in the Contract (One Year)
7. Failure to resolve legitimate complaints about the workmanship and/or materials (Permanent Elimination)
8. Evidence of financial problems (One Year AND Proof of Positive Credit/Credit Report)
9. Withdrawal of bids and/or failure to attend bid tours (Six Months)
10. Pressuring Owners to choose a specific Contractor; promising rebates, kickbacks, or additional work not included in the bid documents, or otherwise trying to circumvent the bid process in an unethical or illegal manner (Permanent Elimination)
11. Failure to disclose that the Contractor, or an employee of the Contractor, is the Owner of, or has a financial interest in, the property the Contractor is rehabilitating (Permanent Elimination)
12. Failure to comply with established jurisdiction guidelines and/or standards (Permanent Elimination)

E. Federal/State Requirements

The paperwork required (contracts, bid procedures, payment requisition, etc.) is designed to protect the Contractor's and Owner's interests, and it is far less complicated than the typical federally-funded project.

Three requirements to take note of are:

1. Equal opportunity laws govern the program. Discriminatory practices in the employment of individuals based on race, creed, color, gender, age, religion, or national origin are unacceptable;
2. No jurisdiction or SHE employee can have any direct or indirect financial interest in the work to be performed and cannot have any financial dealings with Contractors or Owners involved in the program; and
3. Neither a Contractor, nor their employee(s) can be the Owner of or have a financial interest in the property, except as an Owner-Builder.

F. Scope of Work

The Owner, working with SHE staff and jurisdiction inspectors, decides on the work. This is specified in the bid documents and any drawings needed.

G. Bid/Contractor Selection

When a home comes up for bid in the area(s) you requested, your name/company will be submitted with other contractors to the family for consideration. If the family selects your name, you will be contacted by a SHE Rehabilitation Specialist to attend a bid tour. Owners have the right to exclude Contractors from the list without justification, and they may request that other qualified Contractors be added. Contractors will be notified via telephone and/or in writing (email, fax, etc.) at least one week prior to each bid tour.

1. Contractors must develop a proven performance record to be awarded multiple contracts. A Contractor develops a proven performance record upon completion of the following steps:
 - a. All new Contractors who have been awarded their first contract under the Housing Rehabilitation Programs operated by SHE are not eligible to receive additional contracts until the awarded contract is completed and project performance is evaluated by the jurisdiction's building official or building inspector and SHE's Rehabilitation Construction Manager or Rehab Specialist (see attached Contractor Project Performance Evaluation).
 - b. After completion and positive evaluation of the first contract, a Contractor may be awarded two contracts but will not be eligible to receive additional contracts until one or both of the two awarded contracts are completed and evaluated.
 - c. Following the completion of three, positively evaluated contracts, a Contractor is considered to have established a proven performance record. Once a Contractor establishes a proven performance record, that Contractor is eligible to bid and receive multiple contracts.
2. Contractors cannot submit a bid on any property in which they have a vested interest. Such a Contractor may act as an Owner-Builder, subject to standard construction procedures. (Owner-Builders are reimbursed for purchased materials which are verified by invoice/receipt and used on the project, but they are not reimbursed for labor. Reimbursement occurs after the work is completed, inspected by the Building Department as required/applicable, and verified by a SHE Rehabilitation Specialist).
3. Homeowners are encouraged to accept the lowest reasonable bid. Reasonableness is determined by comparing the bids received with the cost estimate prepared by the SHE Rehab Specialist. Bids should be within 10% of SHE's cost estimate.
4. The total bid amount is **non-confidential** and available for everyone to see. However, the itemized amounts for each part of the work required with the bid are **confidential**.
5. Construction Contract is between the Owner and Contractor. Neither the jurisdiction nor SHE is a party to the Contract. The Owner pays for all work specified in the Contract from the loan which he or she has received.

H. Change Orders

All changes in the scope of work must be in writing and approved by the Owner, Contractor, SHE Rehab Specialist, and the jurisdiction. No changes to the scope of work should be handled without a written change order. It is not a sound business practice. The Contractor has no guarantee of payment without an approved, written change order.

I. Loan Funds

Loan funds are safe. A construction account is established with SHE for each project. Before the project starts, the loan funds are on deposit. Since no money can be withdrawn without authorization by the Owner and review by SHE, you can be assured that funds are available to cover the amount of the Contract.

J. Payment

Contractor submits an invoice for a progress payment based on work completed. The invoice must be inspected and approved by the Owner and SHE's Rehab Specialist prior to payment of the invoice. Generally a contractor will receive payment by mail within two (2) to three (3) weeks after submitting an invoice.

Ten Percent (10%) of each invoice will be withheld and paid to the Contractor thirty-five days after the Notice of Completion has been recorded and all paperwork has been submitted and pick up/punch list work completed.

We look forward to talking to you more about this opportunity. Please feel free to call the office if you would like more information.

Rich Aicklen
Construction Manager – Housing Rehabilitation
559-802-1645

CONTRACTOR PROJECT PERFORMANCE EVALUATION INSTRUCTIONS

I. Introduction

Contractor performance is defined as how a contractor carries out the obligations of the contract. This includes all requirements stated in the contract scope of work, provisions, and SHE's General Specifications, adherence to the budget or price, and the provision of customer service. The purpose of this document is to establish a standardized process for Self-Help Enterprises (SHE) to identify, document, and communicate performance with contractors and other program, SHE, and City staff. The process used provides staff the ability to identify performance issues, if any, as they arise. The performance evaluation and rating process provides feedback to contractors with below standard, standard, and above standard performance.

Performance evaluations will occur at the end of the life of the contract, no later than 30 calendar days following the final walk-through, clearance of any punch list items, or submission of the contractor's final invoice, whichever occurs later. SHE will email or mail a copy of the results of the evaluation to the contractor for review and comment. The evaluation process is NOT a collaborative process between the contractor and staff. Contractors do not participate in the evaluation and rating process. The purpose for sharing the evaluations with the contractor is to provide feedback to the contractor on performance.

All evaluation results will be recorded by SHE to determine eligibility, and Active or Inactive status, of the contractor for future contracting.

II. General Instructions

A. Contractor Notification

Contractor should be made aware of the evaluation process prior to receiving the results of the evaluation. Contractors attending a bid tour will receive a copy of this document to explain the purpose of the evaluation, process, and rating system. Contractors requesting additional information about the evaluation process will be instructed to contact SHE directly.

B. Evaluation Timeline

Performance evaluations must be completed no later than 30 calendar days after the final walk-through, clearance of any punch list items, or submission of the contractor's final invoice, whichever occurs later. During the 30 calendar days, the evaluation is conducted, the results are sent to the contractor and the contractor is provided 14 calendar days to review the results and submit comments to SHE. There is some flexibility of this time line for unforeseen or unusual circumstances (e.g., a death in the family).

III. Evaluation Process

The staff member(s) conducting the evaluation must be familiar with the contract and the contractor's performance. Unless otherwise stated in writing, the jurisdiction's building official or building inspector and SHE's Rehabilitation Construction Manager or Rehab Specialist will perform the performance evaluation. These individuals are referred to as the "Evaluators" in performance evaluation related materials.

IV. Below Standard Ratings & Disputes

Performance evaluations may result in a Below Standard rating. If this occurs, the Evaluators will move the contractor from the Active Contractor List to the Inactive Contractor List with reasons noted and send the contractor a letter of explanation along with the copy of his or her evaluation results.

Regardless of the rating given, a contractor may disagree with the evaluation/rating. A contractor must dispute his or her evaluation by submitting comments to SHE within 14 days of receiving his or her copy of the evaluation results. Upon receipt of a dispute, the Evaluators will review the contractor's comments and respond to the contractor by elaborating on the reasons for the rating given.

V. Evaluation Category Definitions and Factors

The seven categories listed below are used by SHE to assess each contractor's performance during the contract period. Each evaluation category is described and examples of possible factors provided. Factors listed below that are not applicable can be removed from the list and replaced with applicable factors developed by the Evaluators. While factors can be customized, the descriptions CANNOT.

Each contract is unique and the Evaluators should utilize contract specific factors to evaluate performance under each category. This necessary flexibility may be confusing to contractors and will require thoughtful explanation. If the contractor requires clarification or additional information about the categories or evaluation process, they may contact SHE directly.

A. Quality: The contractor achieved desired outcomes with a minimum of avoidable errors and problems. Work met the requirements, expectations, or desired outcomes as set forth in the contract/scope of work. The work was accurate and complete. The work was done in an efficient and effective manner.

Factors:

- Overall compliance – the contractor complied with the terms and conditions (to include program and funding requirements) of the contract and showed an understanding of agency's standards and expectations.
- Conformity to specifications – the product or service conformed to the specifications identified in the original solicitation and contractual agreement. The product performed and/or the services were provided as expected.
- Reliability – the rate of product failure was within reasonable limits or repairs and rework was acceptable.
- Durability – reasonable period of time lapses before replacement is necessary.
- Support – available from the contractor in a reasonable period of time and met the need for assistance.
- Warranty – reasonable length and provisions of warranty protection offered and problems resolved in a timely fashion.
- State-of-the-art product/service – The contractor offered products and/or services consistent with industry standards. The contractor consistently refreshes product life by adding enhancements.

B. Timeliness: The contractor performed work within the time frames identified or specified in the contract/scope of work and kept the project on schedule.

Factors:

- The contractor delivered product and/or services by date agreed to in the contract.
- The contractor met timelines for the submission of deliverables such as reports, plans, invoices, etc.
- The contractor responded/replied to requests for information or assistance in a reasonable period of time.
- The contractor's average delivery time was comparable to that of other contractors for similar products and/or services.

C. Price/Budget: The contractor effectively managed costs and the value of the product and/or services received supported the costs. The contractor adhered to budget as specified in the contract/scope of work.

Factors:

- Contractor's invoices were accurate with appropriate backup documentation.
- Estimates did not vary from the final invoice.
- There were a low number of variances from the initial agreed to prices and the costs stated on received invoices.
- The contractor was sensitive to costs and demonstrated respect for funding and the agency's needs.

D. Business Relations/Customer Service: The degree to which the contractor was professional and respectful in its business approach and interactions with the agency.

Factors:

- The contractor was courteous, cooperative, and had a professional approach in all forms of communication.
- The contractor handled complaints efficiently and effectively.
- The contractor was knowledgeable about the project and/or had the expertise to provide assistance as requested.
- The contractor managed change effectively.
- The contractor attempted to resolve problems in a timely manner and followed up with a status report.
- The contractor provided technical support for maintenance, repair, and installation situations. Technical instructions, documentation, and general information was also provided.
- The contractor provided training on the effective use of its products or services.

E. Deliverables/Requirements: The degree to which the contractor was compliant in meeting the standards of contract requirements and deliverables.

Factors:

- All deliverables submitted were complete, accurate, and submitted within the required timeline using required forms or format, if applicable.
- Requirements were demonstrated and/or documented.

F. Safety: The degree to which the contractor mitigated and demonstrated freedom from risk of injury, danger, damage, or loss of life or property.

Factors:

- The contractor complied with all Federal, State, and local laws and regulations concerning the health and safety of workers, the general public, and personal property.

- Contractor's safety record for the project.

G. **Dependability**: The degree to which contractor demonstrated trustworthiness and reliability.

Factors:

- The contractor was fair, honest, and reasonable in interactions with the agency.
- The contractor demonstrated consistency in business operations.
- The contractor was sincere in efforts to deliver a quality product and/or services.
- The contractor followed through on agreements made with the program/agency.

VI. Contractor Performance Rating Definitions and Factors

The following three ratings make up the evaluation rating structure. These rating definitions and factors CANNOT be customized.

A. **Below Standard**: Contractor performance has been less than standard or satisfactory. This rating encompasses contractors whose performance does not consistently meet expectations defined in the contract/scope of work.

Factors:

- Contractor performance does not consistently meet expectations defined in the contract.
- Close supervision of the contractor was required to progress the work.
- Work was unsatisfactory and consistently failed to meet expectations.
- Lack of cooperation.
- Most performance requirements were not met.
- Significant cost overruns.
- Many schedule slips with negative cost impact.
- Lack of user satisfaction.

B. **Standard**: Contractor has met all specifications and requirements. This rating includes a range of expected performance as stated in the contract/scope of work to support the project.

Factors:

- Contractor exhibits competency in the assignments and consistently meets the desired expectations of the project.
- Contractor meets standards and objectives and all performance requirements.
- Contractor sometimes exceeds expectations.
- Contractor met overall price.
- Contractor met expectations.
- Deliveries were on time.
- Project schedule was not impacted.
- Adequate user satisfaction.

C. **Above Standard**: Contractor performance exceeds standard or satisfactory. This rating represents consistent and exceptional performance or consistently superior achievement beyond regular assignments and expectations as stated in the contract/scope of work.

Factors:

- Meeting and exceeding performance requirements.
- Significant positive impact to the project.
- Reduced costs while meeting contract requirements.
- All deliveries on time with some arriving early.

- Significantly exceeded expectations.
- High user satisfaction.
- Highly responsive and proactive.

VII. CONTRACTOR PERFORMANCE EVALUATION

CONTRACTOR PROJECT PERFORMANCE EVALUATION

File #: _____
 Project: _____
 Project Address: _____
 City/State/Zip: _____

Contractor Name: _____
 License #: _____
 Project Address: _____
 City/State/Zip: _____

		Below Standard	Standard	Above Standard
Overall Rating:				
1.	Quality			
2.	Timeliness			
	Original Contract Completion Date: _____			
	Actual Contract Completion Date: _____			
3.	Price/Budget			
	Original Contract Amount: \$ _____			
	Final Contract Amount: \$ _____			
4.	Business Relations/Customer Service			
5.	Deliverables/Requirements			
6.	Safety			
7.	Dependability			

Evaluator Information:

Printed Name: _____
 Title: _____

Organization: _____
 Address: _____
 City/State/Zip: _____

Signature/Date: _____

Comments:

PERFORMANCE FACTORS

1. Quality: The contractor achieved desired outcomes with a minimum of avoidable errors and problems. Work met the requirements, expectations, or desired outcomes as set forth in the contract/scope of work. The work was accurate and complete. The work was done in an efficient and effective manner.

FACTORS:

Overall compliance – the contractor complied with the terms and conditions (to include program and funding requirements) of the contract and showed an understanding of agency's standards and expectations

Conformity to specifications – the product or service conformed to the specifications identified in the original solicitation and contractual agreement. The product performed and/or the services were provided as expected

Reliability – the rate of product failure was within reasonable limits or repairs and rework was acceptable

Durability – reasonable period of time lapses before replacement is necessary

Support – available from the contractor in a reasonable period of time and met the need for assistance

Warranty – reasonable length and provisions of warranty protection offered and problems resolved in a timely fashion

State-of-the-art product/service – The contractor offered products and/or services consistent with industry standards. The contractor consistently refreshes product life by adding enhancements

2. Timeliness: The contractor performed work within the time frames identified or specified in the contract/scope of work and kept the project on schedule.

FACTORS:

The contractor delivered product and/or services by date agreed to in the contract

The contractor met timelines for the submission of deliverables such as reports, plans, invoices, etc.

The contractor responded/replied to requests for information or assistance in a reasonable period of time

The contractor's average delivery time was comparable to that of other contractors for similar products and/or services

3. Price/Budget: The contractor effectively managed costs and the value of the product and/or services received supported the costs. The contractor adhered to budget as specified in the contract/scope of work.

FACTORS:

Contractor's invoices were accurate with appropriate backup documentation

Estimates did not vary from the final invoice

There were a low number of variances from the initial agreed to prices and the costs stated on received invoices

The contractor was sensitive to costs and demonstrated respect for funding and the agency's needs

4. Business Relations/Customer Service: The degree to which the contractor was professional and respectful in its business approach and interactions with the agency.

FACTORS:

The contractor was courteous, cooperative, and had a professional approach in all forms of communication

The contractor handled complaints efficiently and effectively

The contractor was knowledgeable about the project and/or had the expertise to provide assistance as requested

The contractor managed change effectively

The contractor attempted to resolve problems in a timely manner and followed up with a status report

The contractor provided technical support for maintenance, repair, and installation situations. Technical instructions, documentation, and general information was also provided

The contractor provided training on the effective use of its products or services

5. Deliverables/Requirements: The degree to which the contractor was compliant in meeting the standards of contract requirements and deliverables.

FACTORS:

All deliverables submitted were complete, accurate, and submitted within the required timeline using required forms or format, if applicable

Requirements were demonstrated and/or documented

6. Safety: The degree to which the contractor mitigated and demonstrated freedom from risk of injury, danger, damage, or loss of life or property.

FACTORS:

The contractor complied with all Federal, State, and local laws and regulations concerning the health and safety of workers, the general public, and personal property

Contractor's safety record for the project

7. Dependability: The degree to which contractor demonstrated trustworthiness and reliability.

FACTORS:

The contractor was fair, honest, and reasonable in interactions with the agency

The contractor demonstrated consistency in business operations

The contractor was sincere in efforts to deliver a quality product and/or services

The contractor followed through on agreements made with the program/agency

City of Dinuba



Homebuyer Acquisition Only/ Acquisition with Rehabilitation Program Guidelines

For:

CalHome Program
Community Development Block Grant
(CDBG) Program and
HOME Investment Partnerships Program

Serving the
City of Dinuba

Ver. 2019.1

Approved by HOME 9-25-2019

Approved by CDBG 12-6-2019

HOMEBUYER PROGRAM GUIDELINES

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CITY OF DINUBA

HOMEBUYER PROGRAM GUIDELINES

1.0. GENERAL

The above-named entity, hereinafter referred to as the “Sponsor,” has entered into a contractual relationship with the California Department of Housing and Community Development (“HCD”) to administer one or more HCD-funded homebuyer programs. The homebuyer program described herein (the “Program”) is designed to provide assistance to eligible homebuyers in purchasing homes, also referred to herein as “housing units”, located within the Program’s eligible area, as described in Section 3.1.A. The Program provides this assistance in the form of deferred payment “silent” second priority loans as “Gap” financing toward the purchase price and closing costs of affordable housing units that will be occupied by the homebuyers as their primary residence. The Program will be administered by Self-Help Enterprises, (the “Program Operator”).

1.1. PROGRAM OUTREACH AND MARKETING

All outreach efforts will be done in accordance with state and federal fair lending regulations to assure nondiscriminatory treatment, outreach and access to the Program. No person shall, on the grounds of age, ancestry, color, creed, physical or mental disability or handicap, marital or familial status, medical condition, national origin, race, religion, gender or sexual orientation be excluded, denied benefits or subjected to discrimination under the Program. The Sponsor will ensure that all persons, including those qualified individuals with handicaps, have access to the Program.

- A. The Fair Housing Lender logo and Accessibility logo will be placed on all outreach materials. Fair housing marketing actions will be based upon a characteristic analysis comparison (census data may be used) of the Program’s eligible area compared to the ethnicity of the population served by the Program (includes, separately, all applications given out and those receiving assistance) and an explanation of any underserved segments of the population. This information is used to show that protected classes (age, gender, ethnicity, race, and disability) are not being excluded from the Program. Flyers or other outreach materials, in English and any other language that is the primary language of a significant portion of the area residents, will be widely distributed in the Program-eligible area and will be provided to any local social service agencies. The Program will sponsor homebuyer classes to help educate homebuyers about the home buying process and future responsibilities. Persons who have participated in local homebuyer seminars will be notified about the Program.
- B. The Program Operator will work with local real estate agents and primary lenders to explain the Program requirements for eligible housing units and homebuyers, and to review Program processes. Local real estate agents and primary lenders will also be encouraged to have their customers participate in the Program.
- C. Section 504 of the Rehabilitation Act of 1973 prohibits the exclusion of an otherwise qualified individual, solely by reason of disability, from participation under any program receiving Federal funds. The Program Sponsor will take appropriate steps to ensure effective communication with disabled housing applicants, residents and members of the public.

1.2. APPLICATION PROCESS AND SELECTION

- A. The Sponsor maintains a waiting list of applicants. When applicants are placed on the list, they are sent a Program Brochure and Instructions to Home Buyer (Attachment G) and directed to the Program Operator's HUD and CalHome approved Homebuyer Counseling and Education Program. Each applicant must participate in the Homebuyer Counseling and Education Program and receive a certificate of completion to be eligible for the Sponsor's Homebuyer Program.
- B. Once the applicant's name comes to the top of the waiting list, a phone interview is conducted to gather sufficient information concerning household size and composition, income, employment, and credit history to establish preliminary eligibility for Program participation. The potential homebuyer is advised to interview and compare lenders to start the pre-qualification process for a primary loan. Potential homebuyers are advised that funds will be available on a first-come, first-served basis upon receipt of a complete application package and pre-qualification letter from the applicant's primary lender.
- C. The Program Operator will provide an income and asset form, submission form, and lender cover letter to the potential homebuyer's primary lender for completion. In addition to these documents, the primary lender must submit a complete application package and pre-qualification letter to the Program Operator on behalf of the applicant. Completed applications are processed on a first-come, first-served basis. Applications are deemed complete only if all information is completed, the application is signed and dated, and a primary lender's pre-qualification information is included. Incomplete applications are returned to the primary lender and will not be date/time stamped until complete.
- D. Upon receipt of a complete application package, the Program Operator will confirm Program eligibility of the potential homebuyer. Upon eligibility confirmation, the Program Operator will send both the potential homebuyer and primary lender the following documents: pre-qualification letter, mortgage commitment letter with a list of conditions, Sellers Lead-Based Paint (LBP) Disclosure (Attachment E), and Notice to Seller (Attachment F). In the event the potential homebuyer is found to be ineligible, the applicant will receive a denial letter with an explanation of the reason(s) for denial and the appeal process.

If the Program Operator encounters material discrepancies and/or misrepresentations, and/or there are income, asset, household composition, or other important questions that can't be resolved, the Sponsor reserves the right to deny assistance to the household. In this case, the applicant will receive a denial letter with an explanation and may re-apply after six months have elapsed from the time of written assistance denial.

- E. The potential homebuyer is given 90 days in order to find a qualified home. If during the 90-day time frame, the potential homebuyer is unable to purchase a home, an extension may be given. However, if it appears the potential homebuyer cannot participate in the Program, the reservation of funds expires and the next person on the waiting list is given an opportunity to participate in the Program.

1.3. THE HOME PURCHASE PROCESS

- A. The following is a simplified example of how a primary lender would analyze a homebuyer's finances to determine how much the homebuyer could afford to borrow from the primary lender towards homeownership.

DEBT SERVICE		
FOR A FAMILY OF FOUR EARNING \$3,388 PER MONTH		
HOUSING PAYMENTS		TOTAL OVERALL PAYMENTS
Principal & Interest Payment	\$ 865	\$1,180 Housing
Insurance	82	+200 Other Debt Service
Taxes	<u>233</u>	\$1,380 Total Debt Service
Total Housing Expense (PITI is 35% of \$3,388)	\$1,180	(Overall debt service per month is 41% of \$3,388)
OTHER HOUSEHOLD DEBT SERVICE		
Car Payment	\$ 150	
Credit Card Payment	<u>50</u>	
Total Other Debt	\$ 200	
A \$865 per month loan payment equates to borrowing \$143,000 at 5.88% for a 30 year term.		

SUBSIDY CALCULATION	
FOR A FAMILY OF FOUR EARNING \$3,388 PER MONTH	
Purchase Price of Property	\$ 280,000
Less Primary loan amount*	143,000
Less down payment of 1%	<u>2,800</u>
Equals "GAP"	\$ 134,200
Plus estimated allowable settlement charges	<u>8,400</u>
Equals Total Subsidy	\$ 142,600
*Primary loan amount must be the maximum amount for which the family can qualify.	

- B. The housing unit selection process will be conducted by the homebuyers. Prior to making an offer to purchase an eligible housing unit (see Section 3.0), homebuyer shall provide seller with a disclosure containing the following provisions:

- 1) Homebuyer has no power of eminent domain and, therefore, will not acquire the property if negotiations fail to result in an amicable agreement; and
- 2) Homebuyer's offer is an estimate of the fair market value of the housing unit, to be finally determined by a state licensed appraiser;
- 3) The housing unit will be subject to inspection. The housing unit must comply with local codes at the time of construction and local health and safety standards.
- 4) All housing units built prior to January 1, 1978 will require a lead paint disclosure to be signed by both the homebuyer and Seller (Attachment E);
- 5) Since the purchase would be voluntary, the seller would not be eligible for relocation payments or other relocation assistance;

- 6) The seller understands that the housing unit must be either: currently owner-occupied, newly constructed, or vacant for three months prior to submission of the purchase offer.
 - 7) If the seller is not provided with a statement of the above six provisions prior to the purchase offer, the seller may withdraw from the agreement after this information is provided.
- C. Applicant submits executed standard form, purchase and sale agreement, and primary lender prequalification letter to Program Operator. The purchase and sale agreement will be contingent on the household and housing unit meeting Program eligibility requirements and receiving Program loan approval. Program Operator verifies applicant eligibility, housing unit and loan eligibility and amount of assistance to be provided consistent with these guidelines.
- D. Program Operator, where Program Operator is not the Sponsor, submits recommendation to the Sponsor for approval or denial, including the reasons for the recommendation. Sponsor determines Applicant's approval or denial, and instructs Program Operator to notify Applicant. Program Operator provides written notification to Applicant of approval or denial with reason and, if denied, a copy of the Program's appeal procedures.
- E. When Primary Lender requirements are met, Program funds are deposited into escrow, with required closing instructions and loan documents.
- F. At the time of escrow closing, the Sponsor shall be named as an additional loss payee on fire, flood (if required), and extended coverage insurance for the length of the loan and in an amount sufficient to cover all encumbrances or full replacement cost of the housing unit. A policy of Title Insurance naming the Sponsor as insured is also required.

1.4. HOMEBUYER COSTS

- A. Eligible households must document that they have the funds necessary for down payment and closing costs as required by the Primary Lender and the Sponsor. The Program's down payment requirement (below) is in place even if the Primary Lender has a lower down payment requirement. If the Primary Lender has a higher down payment requirement, there is no additional down payment requirement required by the Program.
- B. Homebuyer funds shall be used in the following order:
- 1) Down payment – Homebuyer must contribute a minimum down payment of one percent (1%) of the purchase price, but may contribute more, if desired.
 - 2) To the extent possible after satisfying 1), above, appraisal fee; cost of credit report; the loan origination fee; discount points; customary homebuyer closing costs; homebuyer's customary portion of the escrow fees; title insurance; and, the establishment of impound accounts for property taxes and insurance.
 - 3) After 1) and 2), above, are satisfied, any balance of homebuyer funds may be applied either to the purchase price or to reduce the interest rate of the primary loan as necessary.
- C. If the items in B.2), above cannot be satisfied with homebuyer funds, the Sponsor will

provide additional Program loan assistance to cover the remaining balance.

- D. Sponsor subsidy will reduce the amount of the primary lender's loan so that the payments of monthly housing costs are within approximately 25% to 35% of the gross household income. The Program Operator will determine the level of subsidy and affordability during underwriting of the Program's loan to make sure that it conforms to the requirements of the HCD funding Program. The Sponsor's subsidy cannot exceed fifty percent (50%) of the acquisition costs (purchase price plus all closing costs).
- E. Sponsor's subsidy cannot exceed the amount of the primary mortgage.

1.5. INDIVIDUAL DEVELOPMENT ACCOUNT PROGRAM – For CDBG Only

The Individual Development Account (IDA) Program is designed to assist participants in developing a savings pattern and eventually in purchasing a lasting asset, in the form of funds saved for Homebuyer down payments and closing costs.

- A. To receive IDA Program approval, each participant must be employed and receiving "earned income".
- B. Following approval, Self-Help Enterprises (the "IDA Program Operator") will open an account at the IDA approved partner bank.
- C. Enrollment in the IDA Program is considered complete once each participant completes a mandatory nine (9) hours of Financial Fitness Education. This includes a two (2) hour session with a banker which occurs during their first visit to make their initial bank deposit. Each participant must also complete eight (8) hours of Homebuyer Counseling and Education within six (6) months of enrollment.
- D. Each participant is required to make a minimum monthly deposit of twenty-five dollars (\$25) into the savings account established by the IDA Program Operator. The minimum length of participation in the IDA Program is six (6) months and the participant may not miss more than three (3) deposits within a twelve (12) month period.
- E. Each participant will receive a 3:1 match up to the first \$1,000 of their savings. There is a maximum of three thousand dollars (\$3,000) match per participant and six thousand dollars (\$6,000) match per household. The maximum three thousand dollars (\$3,000) match funds are made up of one thousand five hundred dollars (\$1,500) in Federal Funds from California Coalition of Rural Housing (CCRH) and one thousand five hundred dollars (\$1,500) Non-Federal Funds from Sponsor.
- F. Participants will receive quarterly account updates showing the amount of matching funds earned.
- G. Matching funds, that are not CDBG funds, will remain in the project reserve account until a property has been located, escrow is opened, and a withdrawal request has been approved; at which time, funds will be sent directly to escrow on behalf of the participant.

H. All match funds must be used to purchase a home. Any unused match funds will be applied as a principal reduction. If a participant terminates their IDA involvement prior to purchasing a home, the participant will only have access to the funds they have deposited. If a participant closes the savings account established by the IDA Program Operator, IDA Program involvement will be considered terminated.

1.6. HOMEBUYER EDUCATION

Buying a home can be one of the most confusing and complicated transactions anyone can make. Providing the future homebuyer with informative homebuyer education training, can bring success to the Sponsor, Program Operator, the Program and most importantly, the homebuyer. It has been documented that first-time homebuyers that have had homebuyer education have the ability to handle problems that occur with homeownership. All Program participants are required to attend a Sponsor-approved homebuyer education class. The homebuyer education class will cover such topics as the following: preparing for homeownership; available financing; credit analysis; loan closing; homeownership responsibilities; home maintenance; impact of refinancing and loan servicing. Methods of homebuyer counseling and education may include, but are not limited to: online education, one-on-one counseling between homebuyer, counselor and family/individual and/or group workshops and informational sessions. Tools of instruction may include fliers, brochures, power point presentations, worksheets, etc.

1.7. CONFLICT OF INTEREST REQUIREMENTS

When the Sponsor's Program contains Federal funds, the applicable Conflict of Interest requirements of 24 CFR Sections 570.489 (h) and 570.611, as well as 18 U.S. Code Section 208 shall be followed for CDBG assistance, and for CalHome-funded programs, the applicable Conflict of Interest requirements of Public Contract Code sections 10410, 10411, and 10430 (e) shall be followed.

For HOME assistance, Section 92.356 of the HOME Final Rule shall be followed, as follows:

(a) Conflicts prohibited. No persons described in paragraph (b) of this section who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to the HOME-assisted activity, or the proceeds from such activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including stepparent), child (including stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild and in-laws of a covered person.

(b) Persons covered. The conflict of interest provisions of paragraph (a) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction, State recipient, or subrecipient which are receiving HOME funds.

(c) Exceptions: Threshold requirements. Upon the written request of the participating jurisdiction to HCD, HUD may grant an exception to the provisions of paragraph (a) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME Investment Partnerships Program and the effective and efficient administration of the participating jurisdiction's program or project. See 24 CFR 92.356(d)(1-6) for details on the documentation needed in order to submit an exception request to HUD.

A contractor with a vested interest in the property cannot bid on a rehabilitation project. Such a contractor may act as owner/builder, subject to standard construction procedures. Owner/builders are reimbursed for materials purchased which are verified by invoice/receipt and used on the project. Reimbursement occurs after the installation is verified by the Program Operator to be part of the scope of work. Owner/builders are not reimbursed for labor.

1.8. NON-DISCRIMINATION REQUIREMENTS

The Program will be implemented in ways consistent with the Sponsor's commitment to non-discrimination. No person shall be excluded from participation in, denied the benefit of, or be subject to discrimination under any Program or activity funded in whole or in part with State funds on the basis of his or her religion or religious affiliation, age, race, color, creed, gender, sexual orientation, marital status, familial status (children), physical or mental disability, national origin, or ancestry, or other arbitrary cause.

2.0 APPLICANT QUALIFICATIONS

2.1. CURRENT INCOME LIMITS FOR THE AREA, BY HOUSEHOLD SIZE

All applicants must certify that they meet the household income eligibility requirements for the applicable HCD Program(s) and have their household income documented. The income limits in place at the time of loan approval will apply when determining applicant income eligibility. All applicants must have incomes at or below 80% of the County's area median income (AMI), adjusted for household size, as published by HCD each year. (Attachment C)

The link to the official HCD- maintained income limits is: <http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>

Household: Means one or more persons who will occupy a housing unit. For HOME and CDBG, unborn children count in family size determination. For CalHome, unborn children are not counted.

Annual Income: Generally, the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period.

2.2. INCOME QUALIFICATION CRITERIA

Projected annual gross income of the applicant household will be used to determine whether they are above or below the published HCD income limits. Income qualification criteria, as shown in the most recent HCD Program-specific guidance at <http://www.hcd.ca.gov/grants-funding/income-limits/income-calculation-and-determination-guide.shtml>, will be followed to independently determine and certify the household's annual gross income. The Program Operator should compare this annual gross income to the income the Primary Lender used when qualifying the household. The Primary Lender is usually underwriting to FHA or conventional guidelines and may not calculate the household income or assets in the same way as required by the Program. Income will be verified by reviewing and documenting tax returns, copies of wage receipts, subsidy checks, bank statements and third-party verification of employment forms sent to employers. All documentation shall be dated within six months prior to loan closing and kept in the applicant file and held in strict confidence.

A. HOUSEHOLD INCOME DEFINITION:

Household income is the annual gross income of all adult household members that is projected to be received during the coming 12-month period, and will be used to determine Program eligibility. Refer to Income Inclusions and Exclusions for further guidance to the types of incomes to be included or excluded when calculating gross annual income. **See Attachment A for HOME and CDBG. See Attachment A-1 for CalHome.** For those types of income counted, gross amounts (before any deductions have been taken) are used. Two types of income that are not considered would be income of minors and live-in aides. Certain other household members living apart from the household also require special consideration. The household's projected ability to pay must be used, rather than past earnings, when calculating income.

See Attachment A: 24 CFR Part 5 Annual Income Inclusions and Exclusions

C. ASSETS:

There is no asset limitation for participation in the Program. Income from assets, however, is recognized as part of annual income under the Part 5 definition. An asset is a cash or non-cash item that can be converted to cash. The value of necessary items such as furniture and automobiles are not included. *(Note: it is the income earned – e.g. interest on a savings account – not the asset value, which is counted in annual income.)* **See Attachment B.**

An asset's cash value is the market value less reasonable expenses required to convert the asset to cash, including, for example, penalties or fees for converting financial holdings and costs for selling real property. For HOME and CDBG, the cash value (rather than the market value) of an item is counted as an asset. For CalHome, the market value of an item is counted as an asset.

See Attachment B: Part 5 Annual Income Net Family Asset Inclusions and Exclusions

2.3. DEFINITION OF AN ELIGIBLE HOMEBUYER

For CDBG, an eligible homebuyer means an individual or individuals or an individual and his or her spouse who meets the income eligibility requirements and is/are not currently on title to real property. Persons may be on title of a manufactured home unit, who are planning to sell the unit as part of buying a home located on real property. Documentation of homebuyer status will be required for all homebuyers. CDBG-funded Programs may assist eligible homebuyers who are not “first-time” homebuyers.

HOME and CalHome-funded Programs are required to use the following definition of an eligible homebuyer, which is a “first-time homebuyer” from 8201(l) Title 25 California Code of Regulations:

“First-time homebuyer” means an individual or individuals or an individual and his or her spouse who have not owned a home during the three-year period before the purchase of a home with subsidy assistance, except that the following individual or individuals may not be excluded from consideration as a first-time homebuyer under this definition:

- 1) a displaced homemaker who, while a homemaker, owned a home with his or her spouse or resided in a home owned by the spouse. A displaced homemaker is an adult who has not, within the preceding two years, worked on a full-time basis as a member of the labor force for a consecutive twelve-month period and who has been unemployed or underemployed, experienced difficulty in obtaining or upgrading employment and worked primarily without remuneration to care for his or her home and family;
- 2) a single parent who, while married, owned a home with his or her spouse or resided in a home owned by the spouse. A single parent is an individual who is unmarried or legally separated from a spouse and has one or more minor children for whom the individual has custody or joint custody or is pregnant; or
- 3) an individual or individuals who owns or owned, as a principal residence during the three-year period before the purchase of a home with assistance, a dwelling unit whose structure is:
 - a. not permanently affixed to a permanent foundation in accordance with local or state regulations; or
 - b. not in compliance with state, local, or model building codes and cannot be brought into compliance with such codes for less than the cost of constructing a permanent structure.

3.0. HOUSING UNIT ELIGIBILITY

3.1. LOCATION AND CHARACTERISTICS

- A. Housing units to be purchased must be located within the eligible area. The eligible area is described as follows: “Within the city limits of Dinuba.”
- B. Housing unit types eligible for the Homebuyer Program are new or previously owned single-family residences, condominiums, or manufactured homes in mobile home parks, in common-interest developments or on a single-family lot and placed on a permanent foundation system. HOME does not allow manufactured homes unless on a permanent foundation system.

Housing unit size shall be sufficient to meet the needs of the homebuyer household, without overcrowding. In addition, in-ground pools may not be eligible if the cost of pool maintenance and operation (utilities) causes the housing ratio to exceed 35%.

Exceptions for these reasons must be approved by the Loan Review Committee and must be documented for monitoring purposes. For all funding sources, the number of bedrooms will be determined by the appraisal.

- C. All housing units must be in compliance with State and local codes and ordinances.
- D. Housing units located within a 100-year flood zone will be required to provide proof of flood insurance with an endorsement naming the Sponsor as loss payee in order to close escrow.

3.2. CONDITIONS

A. Construction Inspection and Determining Need for Repairs.

Once the participating homebuyer has executed a purchase agreement for a housing unit, and prior to a commitment of Program funds, the following steps must be taken for the housing unit to be eligible for purchase under the Program:

- 1) The Program Operator, a certified housing inspector, or a Sponsor representative will walk through the housing unit, determine if it is structurally sound, and identify any code related and health and safety deficiencies that need to be corrected. A list of code related repair items will be given to the homebuyers and their Realtor to be negotiated with the seller.

If there are one or more health and safety deficiencies, and/or violations of applicable building codes noted in the written report, the Sponsor will approve the subsidy only if:

- a. Repair prior to close of escrow. The buyer and seller agree to make necessary repairs to the dwelling unit prior to transfer of property ownership at their own expense; or,
- b. HOME acquisition and rehabilitation loan. If HOME funds are available, the buyer may use some of the Sponsor's First-Time Homebuyer loan and other funds to make necessary and other repairs up to a maximum of 100% combined loan-to-value, unless up to 105% based on the purchase transaction. All health and safety hazards and code violations must be addressed under this option. Examples of allowable expenses include, but are not limited to: foundation repair, electrical repair or rewiring, plumbing or sewer repair, roof repair or replacement, heating and cooling system installation or repair, water damage repair, and repair of structurally-significant damaged wood. Weatherization, energy-related improvements and General Property Improvements are allowable, but General Property Improvements are limited to a maximum of 15% of the overall rehabilitation cost. Buyers should note that the use of any Program funds for rehabilitation on a home built before 1978 may incur additional lead-based paint testing. Hiring of a contractor and completion of repairs will be conducted in accordance with the section entitled "Acquisition with Rehabilitation

Process” below.

- 2) New homes must comply with current local health and safety standards and all applicable federal, state, and local building codes as evidenced by a building permit finalized by the City Building Division.
 - 3) When the Sponsor’s Program utilizes Federal funds and if the housing unit was constructed prior to 1978 then the lead-based paint requirements of Section 3.2.C. will apply.
 - 4) A clear pest inspection report will be required for each housing unit. Smoke detectors will be installed if there are none in place. The Program Operator will encourage each homebuyer to secure a homeowner’s warranty policy as part of the purchase of a resale housing unit.
 - 5) With the exception of 1)b. above, upon completion of all work required by the Program Operator, Sponsor, appraiser, pest inspector and/or certified housing inspector, a final inspection will be conducted prior to close of escrow. The inspector will sign off on all required construction work assuring that each housing unit receiving Program assistance is in compliance with local codes and health and safety requirements at the time of purchase and prior to occupancy.
- B. Per Section 8208 of the State HOME regulations, no additional HOME assistance, including rehabilitation funds, may be provided during the period starting one year following the filing of the Project Completion Report through the end of the Affordability Period. Note – This does not apply to CDBG and CalHome assistance.

The HOME Affordability Period is as follows (amount does not include Activity Delivery Costs paid to the State Recipient by HCD):

Amount of HOME Assistance	Period of Affordability in Years
Under \$15,000	5 years
\$15,000 to \$40,000	10 years
Over \$40,000	15 years

- C. Lead-Based Paint Hazards: All housing units built prior to 1978 for which HOME or CDBG funding is anticipated are subject to the requirements of this section 3.2.C. Such homes must undergo a visual assessment by a person who has taken HUD’s online Visual Assessment course. Deteriorated paint must be stabilized using work safe methods. Clearance must be obtained after paint stabilization by a DHS certified LBP Risk Assessor/Inspector. HOME and CDBG general administrative and activity delivery funds may be used to pay for lead-based paint visual assessments, and if lead mitigation and clearance costs are incurred, these Programs may incorporate the costs into the calculation of Program assistance.

The following requirements must be met:

- 1) **Notification**: a) Prior to homebuyer’s obligation to purchase a pre-1978 home, the Buyer will be given the most recent copy of and asked to read the EPA pamphlet “*Protect Your Family From Lead in Your Home*”. (EPA 747-K-94-001). A signed receipt of the pamphlet will be kept in the Sponsor’s homebuyer file; b) A notice to

residents is required following a risk assessment/inspection using form DHS 8552, which is provided by the DHS-certified Risk Assessor/Inspector; c) a notice to residents is required following lead-based paint mitigation work using Visual Assessment and Lead-based Paint Notice of Presumption and Hazard Reduction form, LBP – 1 (Attachment H).

- 2) **Disclosure:** Prior to the homebuyer's obligation to purchase a pre-1978 housing unit, the HUD disclosure (Attachment E), "Seller's Lead-based Paint Disclosure" notice must be provided by the seller to the homebuyer.
- 3) **Inspections:** The Inspector shall conduct a "Visual Assessment" of all the dwelling unit's painted surfaces in order to identify deteriorated paint. All deteriorated paint will be stabilized in accordance with CFR 35.1330 (a) and (b); and a Clearance shall be made in accordance with CFR 35.1340.
- 4) **Mitigation:** If stabilization is required, the contractor performing the mitigation work must use appropriately trained workers. Prior to the contractor starting mitigation work the Program Operator shall obtain copies of the contractor's and workers' appropriate proof of LBP training, as applicable to the project in order to assure that only qualified contractors and workers are allowed to perform the mitigation.

D. The Program Operator will: 1) confirm that the housing unit is within the eligible area, 2) will review each proposed housing unit to ensure that it meets all eligibility criteria before funding, and 3) ensure a completed Lead Compliance Document Checklist is placed in each purchaser's file (See Attachment I).

3.3. ACQUISITION WITH REHABILITATION PROCESS – HOME-funded projects only

As noted above, when HOME funding is available for First-Time Homebuyer assistance, funds (from all sources) may be used to bring the unit into compliance with health and safety standards, and/or to correct code violations. If such repairs are required, a portion of this money may be used to make accessibility modifications for a household member with a disability. Weatherization, energy-related improvements and General Property Improvements are allowable, but General Property Improvements are limited under the HOME Program to a maximum of 15% of the overall rehabilitation cost.

IMPORTANT: No later than six (6) months following close of escrow, repairs to the housing unit must address ALL health and safety and code issues, to be in compliance with HOME regulations; otherwise, the loan becomes due and payable.

If a portion of the Program loan is used for acquisition with rehabilitation, the following process will be followed:

- A. The buyer will be responsible for obtaining three (3) bids from qualified licensed contractors. The Sponsor's Program Operator has a list of qualified contractors, or the applicant may solicit bids from other licensed contractors if they meet the standards described below.

- B. Any funds used for rehabilitation on homes built prior to 1978 will require testing for lead based paint. If the total rehabilitation funds are equal to or less than \$5,000, all surfaces disturbed during rehabilitation and lead hazard reduction must be repaired using safe work practices. If total rehabilitation is between \$5,000 and \$10,000, lead based paint must either be presumed to be present or testing and risk assessment are required. Lead hazard reduction activities must be conducted using safe work practices. The Sponsor will provide a grant to cover all expenses incurred as a result of lead-based paint as noted in the section entitled *Lead Based Paint Hazards* above.
- C. Contractors must hold a current and valid State of California General Contractor's license if the work consists of correction of health and safety issues or code violations. For accessibility modifications, the Sponsor may exercise discretion regarding contractors' requirements. The contractor may not be on the State or Federal debarred contractor lists. The contractor must have current and valid general liability and workmen's compensation insurance if applicable. The contractor must provide a one-year warranty for the work per State regulations.
- D. The buyer will review the bids with the Program Operator and the Sponsor to ensure that the scope of work will correct any deficiencies, that it only includes allowable expenses and that the bids are reasonable, competitive and complete.
- E. The applicant will select a contractor from one of the Sponsor's/Program Operator's approved bids. All bidding contractors will be notified of the status of their proposals.
- F. The applicant will enter into a contract with the contractor selected (see Attachment J).
- G. The contractor will be responsible for securing all required permits for the scope of work.
- H. Work may not commence until the close of the acquisition loan.
- I. As work progresses, the contractor shall provide the buyer with a completed Payment and Construction Approval form (Attachment K) to request progress payments as outlined in the contract terms. The form must be signed by the contractor, the buyer, and the Program Operator before a payment may be issued to the contractor.
- J. Final payment of a 10% retention will be released to contractor once the contractor submits the following to the Program Operator: (1) lien releases from any subcontractors, material suppliers, and laborers; (2) final or signed off Building Inspection card for contracted work (if applicable); and (3) Notice of Completion.

3.4. ANTI-DISPLACEMENT POLICY AND RELOCATION ASSISTANCE

Eligible homes will be those that are currently owner-occupied or have been vacant for three months prior to the acceptance of a contract to purchase. A unit is ineligible if its purchase would result in the displacement of a tenant. It is not anticipated that the implementation of the Program will result in the displacement of any persons, households, or families. However, if tenant-occupied homes are included in the Program and relocation becomes necessary, the activity will be carried out in compliance with Sponsor's relocation plan, which describes how those permanently displaced will be relocated and paid benefits in accordance with the following Federal laws.

A. Uniform Relocation Assistance (URA) and Real Property Acquisition Policies Act of 1970

The federal URA and Real Property Acquisition Policies, as amended by the URA Amendments of 1987, contains requirements for carrying out real property acquisition or the displacement of a person, regardless of income status, for a project or Program for which HUD financial assistance (including CDBG and HOME) is provided. Requirements governing real property acquisition are described in Chapter VIII. The implementing regulations, 49 CFR Part 24, require developers and owners to take certain steps in regard to tenants of housing to be acquired, rehabbed or demolished, including tenants who will not be relocated even temporarily.

B. Section 104(d) of the Housing and Community Development Act of 1974

Section 104(d) requires each contractor (CHDO or State Recipient), as a condition of receiving assistance under HOME or CDBG, to certify that it is following a residential anti-displacement plan and relocation assistance plan. Section 104(d) also requires relocation benefits to be provided to low-income persons who are physically displaced or economically displaced as the result of a HOME or CDBG assisted project, and requires the replacement of low-income housing, which is demolished or converted. The implementing regulations for Section 104(d) can be found in 24 CFR Part 570(a).

3.5. PROPER NOTIFICATION AND DISCLOSURES

- A. Upon selection of a housing unit, a qualified seller and homebuyer will be given the necessary disclosures for the Program. The homebuyer must have read and signed all Program disclosure forms. Any and all property disclosures must be reviewed and signed by the homebuyer and seller.
- B. All owners who wish to sell their housing units must receive an acquisition notice (Attachment F) prior to submission of the homebuyer's original offer. This notice will be included in the contract and must be signed by all owners on title. The disclosure must contain the items listed in 1.3.B. (required for federally-funded Programs).

4.0. PURCHASE PRICE LIMITS

The purchase price limits and appraised post-rehabilitation value for this Program shall not exceed the Maximum HOME Program Purchase Price/After-Rehab Value Limit for Sponsor's county as updated by HCD or HUD.

Note: For HOME- and CalHome-funded Programs the home purchase price of owner-occupied and homebuyer properties must be limited as follows: For CalHome-funded Programs, the maximum allowable sales price or the maximum after-rehab value of a home shall be set at 100% of the current median sales price of a single family home in the county in which the CalHome Program is located; for HOME-funded Programs the value (with or without rehabilitation) cannot exceed 95 percent of the area median purchase price as established by HCD and HUD.

Attachment C: MAXIMUM PURCHASE PRICE/AFTER-REHAB VALUE LIMITS

*Sponsor will update these limits annually as HCD provides new information.

5.0. THE PRIMARY LOAN

Prior to obtaining a loan from the Sponsor, a homebuyer must provide evidence of financing for the maximum amount the Primary Lender is willing to loan (the “primary loan”).

5.1. QUALIFYING RATIOS

The front-end (housing) debt-to-income ratio shall be between 25% and 35% and is the percentage of a borrower’s gross monthly income (before deductions) that would cover the cost of the loan principal and interest payment, property taxes, property insurance, mortgage insurance, and HOA dues, if any.

The back-end (total) debt-to-income ratio shall be between 25% and 42% and is the percentage of a borrower’s gross monthly income that would cover the cost of housing as described in the paragraph above, plus any other monthly debt payments like car or personal loans and credit card debt, as well as child support and alimony payments. ***Note: Qualifying ratio guidelines can be somewhat flexible depending on the loan-to-value ratios. The higher the LTV, the more conservative the ratios should be. A qualifying ratio higher than the guidelines may be acceptable if there are compensating factors. Some examples of compensating factors are: 1) the prospective homebuyer has successfully demonstrated that over a minimum 12-month period the ability to pay housing costs equal to or greater than the proposed monthly housing costs for the home to be purchased; 2) the prospective homebuyer is a limited user of credit and they show a history of being able to save money; 3) there will be no more than a 5% increase in the prospective homebuyer’s housing expense. These exceptions will be approved by the Sponsor’s loan committee and documented for the file.***

5.2. INTEREST RATE

The primary loan must have a fixed interest rate that does not exceed the current market rate, as established by an index identified in the most recent NOFA. No temporary interest rate buy-downs are permitted.

5.3. LOAN TYPE AND TERM

The primary loan shall be fully amortized and have a term “all due and payable” in no fewer than 30 years. There shall not be a balloon payment due before the maturity date of the Program loan.

5.4. IMPOUND ACCOUNT

All households will be required to have impound accounts for the payment of taxes and insurance to ensure they remain current.

6.0. THE PROGRAM LOAN

6.1. MAXIMUM AMOUNT OF PROGRAM ASSISTANCE

For HOME, the amount of Program assistance to a homebuyer toward purchase of a home shall not exceed the maximum HOME subsidy limit per unit for Sponsor’s county, per the

HCD website at <http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml#cdbg> and **shall never exceed the amount of the primary mortgage.** See Attachment C. Any approved “grant” amount for lead-based paint evaluation and reduction activities or for relocation assistance (for HOME-funded projects only), as well as activity delivery, shall be included in this amount, but will not be a part of the loan. For Programs funded with CalHome funds, the maximum assistance to a homebuyer will not exceed the maximum amount identified in the most current NOFA, which will be listed on Attachment C once known. Note: CalHome re-use funds are not subject to grant limits identified in the most recent NOFA.

6.2. NON-RECURRING CLOSING COSTS

Non-recurring costs such as credit report, escrow, closing and recording fees, title report and title insurance, title updates and/or related costs may be included in the Program loan.

6.3. AFFORDABILITY PARAMETERS FOR HOMEBUYERS

The actual amount of a buyer’s Program subsidy shall be computed according to the housing ratio parameters specified in Section 5.1. Each borrower shall receive only the subsidy needed to allow them to become homeowners (“the Gap”) while keeping their housing costs affordable. The Program Operator will use the “front-end ratio” of housing-expense-to-income to determine if the amount of the proposed primary loan is acceptable and, ultimately, the Program subsidy amount required, bridging the gap between the acquisition cost (purchase price plus non-recurring closing costs) less down payment, and the amount of the primary loan.

6.4. RATE AND TERMS FOR PROGRAM LOAN

All Program assistance to individual households shall be made in the form of deferred payment (interest and principal) loan (DPL).

For HOME and CDBG, the Program loan’s term shall be for as long as the primary loan, plus 15 years. For CalHome, the Program loan’s term shall be for 30 years. The interest rate shall be 0% simple interest. All Program loan payments shall be deferred because the borrowers will have their repayment ability fully utilized under the primary loan. Loan principal shall not be forgiven (foreclosure is a forced sale; nothing is voluntarily forgiven). The loan period cannot be extended except for loans that are resubordinated when a rate and term refinance is approved, per Attachment D.

Note – If it is determined by the Sponsor that repayment of a CalHome Program loan at the maturity date causes a hardship to the homeowner, the Sponsor may opt the following:

1. Amend the note and deed of trust to defer repayment of the amount due at maturity, that is balance of the original principal plus the accrued interest, for up to an additional 30 years (at 0% additional interest). This may be offered one time, or;
2. Convert the debt at loan maturity; that is the balance of the original principal plus any accrued interest, to an amortized loan, repayable in 15 years at 0% additional interest.

6.5. COMBINED LOAN-TO-VALUE RATIO

For CalHome, the loan-to-value ratio for a Program loan, when combined with all other indebtedness to be secured by the property, shall not exceed 100 percent of the sales price, plus a maximum of up to 5 percent of the sales price, to cover actual, non-recurring closing costs.

For HOME and CDBG, the loan-to-value ratio for a Program loan, when combined with all other indebtedness to be secured by the property, shall not exceed 100 percent of the appraised value of the property, plus a maximum of up to 5 percent of the sales price, to cover actual, non-recurring closing costs.

7.0. PROGRAM LOAN REPAYMENT

7.1. PAYMENTS ARE VOLUNTARY

Borrowers may begin making voluntary payments at any time, without penalty.

7.2. RECEIVING LOAN PAYMENTS

A. Program loan payments will be made to:

City of Dinuba
405 East El Monte Way
Dinuba, CA 93618

B. The Sponsor will be the receiver of loan payments or recaptured funds and will maintain a financial record-keeping system to record payments and file statements on payment status. Payments shall be deposited and accounted for in the Sponsor's Program Income Account, as required by HCD Programs. The Program lender will accept loan payments from borrowers prepaying deferred loans, and from borrowers making payments in full upon sale or transfer of the property. All loan payments are payable to the Sponsor. The Sponsor may at its discretion, enter into an agreement with a third party to collect and distribute payments and/or complete all loan servicing aspects of the Program.

7.3. DUE UPON SALE OR TRANSFER

In the event that an owner sells, transfers title, or discontinues residency in the purchased property for any reason, the principal balance of the DPL is due and payable, except:

A. For CalHome, loans are not assumable. The following transfers of interest shall not require the repayment of the CalHome Program loan:

- 1) transfer to a surviving joint tenant by devise, descent, or operation of law on the death of a joint tenant;
- 2) a transfer, in which the transferee is a person who occupies or will occupy the property, which is:
 - a. a transfer where the spouse becomes an owner of the property;
 - b. a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement by which the

spouse becomes an owner of the property; or

- c. a transfer into an inter vivos trust in which the borrower is and remains the beneficiary and occupant of the property.
- B. For HOME and CDBG, if the owner of the property dies, and the heir to the property meets income requirements, the First-Time Homebuyer definition, and intends to occupy the home as a principal residence, the heir may be permitted, upon approval of the Sponsor, to assume the loan at the rate and terms the heir qualifies for under the current participation guidelines. If the property owner dies and the heir does not meet eligibility requirements, the loan is due and payable.
- C. If an owner wants to convert the property to a rental unit, or any commercial or non-residential use, the loan is due and payable.
- D. The loan will be in default if the borrower fails to maintain required fire or flood insurance or fails to pay property taxes. See Attachment D on loan defaults for further information on property restrictions.

7.4. LOAN SERVICING POLICIES AND PROCEDURES

See Attachment D for local loan servicing policies and procedures. While the attached policy outlines a system that can accommodate a crisis that restricts borrower repayment ability, it should in no way be misunderstood: The loan must be repaid. All legal means to ensure the repayment of a delinquent loan as outlined in the Loan Servicing Policies and Procedures will be pursued.

7.5. LOAN MONITORING PROCEDURES

Sponsor or their designated Loan Servicing Agent will annually monitor and certify in the loan file that the Borrower and their housing unit are adhering to Program requirements including, but not limited to, the following:

- A. Owner-occupancy
- B. Property tax payment
- C. Hazard insurance coverage
- D. Good standing on Primary loans
- E. General upkeep of housing units

8.0. PROGRAM LOAN PROCESSING AND APPROVAL

A. Loan Processing

All homebuyers or their representatives will be sent out an eligibility packet with all the necessary forms, disclosures, information, and application. They should submit a complete application packet with all the Sponsor's Program loan documents executed as well as all the information from the Primary Lender. The Primary Lender should submit: 1) accepted property sales contract with proper seller notification; 2) mortgage application with good faith estimates and first mortgage disclosures; 3) full mortgage credit report and rent verification; 4) current third party income verifications and verifications of assets; 5) homeownership education certificate, if applicable; and 6) signed underwriting transmittal summary and final signed loan application, both from primary lender. Staff will work with local lenders to ensure qualified participants receive only the benefit from the Sponsor's Program needed to purchase the housing unit and that leveraged funds will be used when possible.

B. Creditworthiness

Qualifying ratios are only a rough guideline in determining a potential borrower's creditworthiness. Many factors such as excellent or poor credit history, amount of down payment, and size of loan will influence the decision to approve or disapprove a particular loan. The borrower's credit history will be reviewed by the Sponsor and documentation of such maintained in the loan file. The Sponsor may elect to obtain a credit report or rely on a current copy obtained by the primary lender.

C. Documents from Primary Lender

After initial review of the qualified homebuyer's application packet, the Program Operator will request any additional documents needed. Documents may be faxed, but originals shall

be received through the mail before Program funds are committed to escrow. Based on receipt and review of the final documents, the Program Operator will do an income certification (using most recent HCD Program's guidance on income calculation and determination), and homebuyer certification (review of credit report and income taxes). Documentation of affordability will then be verified and subsidy requirement determined.

D. Disclosure of Program and Loan Information to Homebuyers

The Program's application and disclosure forms will contain a summary of the loan qualifications of the borrower with and without Program assistance. Housing ratios with and without Program assistance are also outlined in these guidelines. Information on the Program's application will be documented with third party verifications in the file. For example, the sales contract will provide the final purchase price and outline how much of the closing costs are to be paid by the seller, etc. The appraisal, termite and title report will provide information to substantiate the information in the sales contract and guide the construction inspection. The Program loan application will provide current debt and housing information and will be documented by the credit report and income/asset verifications. The Primary Lender's approval letter and estimated closing cost statement should reflect all the information in the loan package and show any contingencies of loan funding. Reviewing the Primary Lender's loan underwriting documentation will provide basic information about the qualification of the applicant and substantiate the affordability provided by the Program loan. By reviewing and crosschecking all the Primary Lender information, the final Program loan amount approved will fall within the affordability parameters of the Program.

8.1. COMPLETION OF UNDERWRITING AND APPROVAL OF PROGRAM LOAN

Once the loan approval package has been completed the Program Operator will submit it to the Sponsor for approval. Sponsor will review the request and may approve it with or without conditions. Upon approval, a final closing date for escrow is set and Program funds are accessed for the homebuyer.

8.2. PRIMARY AND PROGRAM LOAN DOCUMENT SIGNING

The homebuyer(s) sign promissory notes, loan agreements, deeds of trust, and statutory lending notices (Truth In Lending (TIL), etc.); the Deeds of Trust are recorded with the County Clerk/Recorder at the same time, and the request(s) for copy of Notice of Default are also recorded with the County Clerk/Recorder.

8.3. ESCROW PROCEDURES

The escrow/title company shall review the escrow instruction provided by the Program lender and shall issue a California Land Title Association (CLTA) and the American Land Title Association (ALTA) after closing. The CLTA policy is issued to the homebuyer and protects them against failure of title based on public records and against such unrecorded risks as forgery of a deed. The ALTA is issued to each lender providing additional coverage for the physical aspects of the property as well as the homebuyer's title failure. These aspects include anything which can be determined by only physical inspection, such as correct survey lines; encroachments; mechanics liens; mining claims and water rights. The Program lender instructs the escrow/title company in the escrow instructions as to what may show on the policy; the amount of insurance on the policy (all liens should be covered) and

the loss payee (each lender should be listed as a loss payee and receive an original ALTA).

9.0. SUBORDINATE FINANCING

With today's high costs, in order for a low-income household to obtain a home, several funding sources might be required. Subordinate loans may be used to cover mortgage subsidy costs that exceed the Program maximum loan amount. All subordinate liens must have the payments deferred and the term must be for at least as long as the term of the Program loan.

10.0. EXCEPTIONS AND SPECIAL CIRCUMSTANCES

The Sponsor may make amendments to these Participation Guidelines. Any changes shall be made in accordance with regulations and approved by the Sponsor's Loan Committee and/or governing body. Changes shall then be sent to HCD for approval.

10.1. DEFINITION OF EXCEPTION

Any case to which a standard policy or procedure, as stated in the guidelines, does not apply or an applicant treated differently from others of the same class would be an exception.

10.2. PROCEDURES FOR EXCEPTIONAL CIRCUMSTANCES

- A. The Sponsor or its agent may initiate consideration of an exception and prepare a report. This report shall contain a narrative, including the Sponsor's recommended course of action and any written or verbal information supplied by the applicant.
- B. The Sponsor shall make a determination of the exception based on the recommendation of the Program Operator. The request can be presented to the Sponsor's loan committee and/or governing body for a decision.

11.0. DISPUTE RESOLUTION AND APPEALS PROCEDURE

Any applicant denied assistance from the Program has the right to appeal. Complaints concerning the Program should be made to the Program Operator first. If unresolved in this manner, the complaint or appeal must be made in writing and filed with the Sponsor. The Sponsor will then schedule a meeting with the Loan Review Committee. Their written response will be made within thirty (30) working days. If the applicant is not satisfied with the Committee's decision, a request for an appeal may be filed with the Sponsor's governing body. Final appeal must be filed in writing with HCD within one year after denial.

ATTACHMENT A

24 CFR Part 5 ANNUAL INCOME INCLUSIONS AND EXCLUSIONS – FOR HOME & CDBG

24 CFR Part 5 Annual Income Inclusions

§5.609 Annual income.

(a) *Annual income* means all amounts, monetary or not, which:

(1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or

(2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

(3) Which are not specifically excluded in paragraph (c) of this section.

(4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

(b) Annual income includes, but is not limited to:

(1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

(2) The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;

(3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b)(2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;

(4) The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in paragraph (c)(14) of this section);

(5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in paragraph (c)(3) of this section);

(6) *Welfare assistance payments.*

(i) Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:

(A) Qualify as assistance under the TANF program definition at 45 CFR 260.31; and

(B) Are not otherwise excluded under paragraph (c) of this section.

(ii) If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

(A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

(B) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

(7) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;

(8) All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in paragraph (c)(7) of this section).

(9) For section 8 programs only and as provided in 24 CFR 5.612, any financial assistance, in excess of amounts received for tuition and any other required fees and charges, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 *et seq.*), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph, "financial assistance" does not include loan proceeds for the purpose of determining income.

24 CFR Part 5 Annual Income Exclusions

(c) Annual income does not include the following:

(1) Income from employment of children (including foster children) under the age of 18 years;

(2) Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);

(3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in paragraph (b)(5) of this section);

(4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

(5) Income of a live-in aide, as defined in §5.403;

(6) Subject to paragraph (b)(9) of this section, the full amount of student financial assistance paid directly to the student or to the educational institution;

(7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

(8) (i) Amounts received under training programs funded by HUD;

(ii) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

(iii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;

(iv) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time;

(v) Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program;

(9) Temporary, nonrecurring or sporadic income (including gifts);

(10) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

(11) Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);

(12) Adoption assistance payments in excess of \$480 per adopted child;

(13) [Reserved]

(14) Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.

(15) Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;

(16) Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

(17) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the FEDERAL REGISTER and distributed to PHAs and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary. [See <https://www.federalregister.gov/documents/2014/05/20/2014-11688/federally-mandated-exclusions-from-income-updated-listing> for most recent notice]

(d) *Annualization of income.* If it is not feasible to anticipate a level of income over a 12-month period (e.g., seasonal or cyclic income), or the PHA believes that past income is the best available indicator of expected future income, the PHA may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

ATTACHMENT A-1

Title 25 Section 6914 Gross Income Inclusions – For CalHome activities

“Gross income” shall mean the anticipated income of a person or family for the twelve-month period following the date of determination of income.

“Income” shall consist of the following:

- (a) Except as provided in subdivision (b), “Exclusions”, all payments from all sources received by the family head (even if temporarily absent) and each additional member of the family household who is not a minor shall be included in the annual income of a family. Income shall include, but not be limited to:
 - (1) The gross amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses;
 - (2) The net income from operation of a business or profession or from rental or real or personal property (for this purpose, expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine the net income from a business);
 - (3) Interest and dividends;
 - (4) The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts;
 - (5) Payments in lieu of earnings, such as unemployment and disability compensation, worker’s compensation and severance pay;
 - (6) Public Assistance. If the public assistance payment includes any amount specifically designated for shelter and utilities which is subject to adjustment by the public assistance agency in accordance with the actual cost of shelter and utilities, the amount of public assistance income to be included as income shall consist of:
 - (A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter and utilities, plus
 - (B) The maximum amount which the public assistance agency could in fact allow for the family for shelter and utilities,
 - (7) Periodic and determinable allowances such as alimony and child support payments, and regular contributions or gifts from persons not residing in the dwelling;

All regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family or spouse.

Title 25 Section 6914 Gross Income Exclusions

(b) The following items shall not be considered as income:

- (1) Casual, sporadic or irregular gift items;
- (2) Amounts which are specifically for or in reimbursement of the cost of medical expenses;
- (3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;
- (4) Amounts of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books and equipment. Any amounts of such scholarships, or payments to veterans not used for the above purposes of which are available for subsistence are to be included in income;
- (5) The special pay to a serviceman head of a family away from home and exposed to hostile fire;
- (6) Relocation payments made pursuant to federal, state, or local relocation law;
- (7) Foster child care payments;
- (8) The value of coupon allotments for the purchase of food pursuant to the Food Stamp Act of 1964 which is an excess of the amount actually charged the eligible household;
- (9) Payments received pursuant to participation of the following volunteer programs under the ACTION Agency:
 - (A) National Volunteer Antipoverty Programs which include VISTA, Service Learning Programs and Special Volunteer Programs.
 - (B) National Older American Volunteer Program for persons aged 60 and over which include Retired Senior Volunteer Programs, Foster Grandparent Program, older American Community Services Program, and National Volunteer Program to Assist Small Business Experience, Service Corps of Retired Executive (SCORE) and Active Corps of Executives (ACE).

ATTACHMENT B

PART 5 ANNUAL INCOME NET FAMILY ASSET INCLUSIONS AND EXCLUSIONS

This table presents the Part 5 asset inclusions and exclusions as stated in the HUD Technical Guide for Determining Income and Allowances for HOME Program (Third Edition; January 2005).

Inclusions

11. Cash held in savings accounts, checking accounts, safe deposit boxes, homes, etc. For savings accounts, use the current balance. For checking accounts, use the average 6-month balance. Assets held in foreign countries are considered assets.
12. Cash value of revocable trusts available to the applicant.
13. Equity in rental property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and all reasonable costs (e.g., broker fees) that would be incurred in selling the asset. Under HOME, equity in the family's primary residence is not considered in the calculation of assets for owner-occupied rehabilitation projects.
14. Cash value of stocks, bonds, Treasury bills, certificates of deposit and money market accounts.
15. Individual retirement, 401(K), and Keogh accounts (even though withdrawal would result in a penalty).
16. Retirement and pension funds.
17. Cash value of life insurance policies available to the individual before death (e.g., surrender value of a whole life or universal life policy).
18. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.
19. Lump sum or one-time receipts, such as inheritances, capital gains, lottery winnings, victim's restitution, insurance settlements and other amounts not intended as periodic payments.
20. Mortgages or deeds of trust held by an applicant.

Exclusions

8. Necessary personal property, except as noted in number 8 of Inclusions, such as clothing, furniture, cars and vehicles specially equipped for persons with disabilities.
9. Interest in Indian trust lands.
10. Assets not effectively owned by the applicant. That is, when assets are held in an individual's name, but the assets and any income they earn accrue to the benefit of someone else who is not a member of the household and that other person is responsible for income taxes incurred on income generated by the asset.
11. Equity in cooperatives in which the family lives.
12. Assets not accessible to and that provide no income for the applicant.
13. Term life insurance policies (i.e., where there is no cash value).
14. Assets that are part of an active business. "Business" does not include rental of properties that are held as an investment and not a main occupation.

ATTACHMENT C

MAXIMUM PURCHASE PRICE/AFTER-REHAB VALUE LIMIT FOR TULARE COUNTY (HOME Value Limits as of 4/15/2019)

EXISTING CONSTRUCTION	NEW CONSTRUCTION (less than 12 months old)
\$221,000	\$284,000

CALHOME MAXIMUM SALES PRICE / VALUE LIMIT

For homes assisted with a CalHome Program loan, the maximum allowable sales price or the maximum after-rehab value of a home shall be set at 100% of the current median sales price of a single family home in the county in which the CalHome Program is located. The source of the data for the maximum sales price/value limits that will be used will be the FHA 203(b) one-family limits.

HOME SUBSIDY LIMITS PER UNIT FOR TULARE COUNTY (Limits are effective 5/09/2019)

O-BDR	1-BDR	2-BDR	3-BDR	4-BDR
\$149,868	\$171,802	\$208,913	\$270,266	\$296,666

CURRENT INCOME LIMITS FOR THE AREA (FOR HOME/CDBG) (Limits became effective 6/28/2019)

<i>Number of Persons in Household</i>									
	1	2	3	4	5	6	7	8	
80% of AMI	\$36,300	\$41,500	\$46,700	\$51,850	\$56,000	\$60,150	\$64,300	\$68,450	\$80,000

CURRENT INCOME LIMITS FOR THE AREA (FOR CALHOME) (Limits are effective as of 6/28/19)

<i>Number of Persons in Household</i>								
	1	2	3	4	5	6	7	8
80% of AMI	\$36,300	\$41,500	\$46,700	\$51,850	\$56,000	\$60,150	\$64,300	\$68,450

*Sponsor will insert the limits for the county in which the Program is located, and will update the income limits annually as HCD provides new information. The link to the official, HCD-maintained Value, Subsidy, and Income limits is:

<http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>

(for HOME and CDBG limits, choose "State CDBG, HOME and NHTF - Income, Value and Rent Limits"; for CalHome income limits, choose "Official State Income Limits")

SPONSOR STANDARDS FOR BEDROOMS AND BATHROOMS TO PREVENT
OVERCROWDING

Maximum No. of Persons in the Household	Number of Bedrooms	Number of Bathrooms
1	SRO	1
1	0-BR	1
2	1-BR	1
4	2-BR	2
6	3-BR	2
8	4-BR	3
10	5-BR	3
12	6-BR	4

- Children may share a bedroom, up to 2 children per bedroom.
- Children shall be permitted a separate bedroom from their parents.
- Adults not in a partner relationship may have their own bedroom.
- 4 or more people – a second bathroom is allowable.
- 8 or more people – a third bathroom is allowable.
- Same rules apply to mobile home units.

The chart above is used as a guide to overcrowding.

ATTACHMENT D

LOAN SERVICING POLICIES AND PROCEDURES FOR THE CITY OF DINUBA

The City of Dinuba, hereafter called “Sponsor,” has adopted these policies and procedures in order to preserve its financial interest in properties whose “Borrowers” have been assisted with public funds. The Sponsor will, to the greatest extent possible, follow these policies and procedures, but each loan will be evaluated and handled on a case-by-case basis. The Sponsor has formulated this document to comply with state and federal regulations regarding the use of these public funds and any property restrictions that are associated with them.

The Sponsor may, at its discretion, enter into an agreement with a third party to collect and distribute payments and/or complete all loan servicing aspects of the Program. For CalHome, the Sponsor must obtain prior approval from HCD and must provide HCD a copy of the contract.

The policies and procedures are broken down into the following areas: 1) making required monthly payments or voluntary payments on a loan’s principal and interest; 2) required payment of property taxes and insurance; 3) required Request for Notice of Default on all second mortgages; 4) loans with annual occupancy restrictions and certifications 5) required noticing and limitations on any changes in title or use of property; 6) required noticing and process for requesting a subordination during a refinance; 7) processing of foreclosure in case of default on the loan; 8) the Sponsor as Senior Lienholder; and 9) processing of demands and payoffs.

1. Loan Repayments:

The Sponsor will collect monthly payments from those Borrowers who are obligated to do so under Notes that are amortized promissory notes. Late fees will be charged for payments received after the assigned monthly due date.

For Notes that are deferred payment loans, the Sponsor must accept voluntary payments on the loan. Loan payments will be credited to principal. The Borrower may repay the loan balance at any time with no penalty.

At time of completion, the funds expended on a housing unit will be compared to the Note amount. Any funds not expended at completion will be considered a “principal reduction” and will be applied to the principal loan balance thereby lowering the amount owed by the Borrower. Borrowers will receive a closeout letter after the 30-day retention period indicating the amount of their Note, the credit, and the ending balance on their loan. A copy of this credit along with the final cost breakdown will be retained in the Borrower’s file.

The State HOME Program “HOME” has selected the Recapture option of ensuring the affordability of housing acquired by HOME-assisted homebuyers.

There is no affordability period in the Sponsor’s Housing Rehabilitation Program; therefore, all payments and payoffs received are Program Income.

Recaptured funds and Program Income do not have to be expended on the same type of activity as that from which the funds were generated, but they are required to be expended on other

HOME activities before any new HOME funds can be drawn down from the Treasury (24 CFR 504(c)(viii)).

Per Section 8208 of the State HOME regulations, no additional HOME assistance, including rehabilitation funds, may be provided during the period starting one year following the filing of the Project Completion Report through the end of the affordability period. Note – This does not apply to CDBG and CalHome assistance.

For HOME-assisted loans approved by the Sponsor under the First-Time Homebuyer Program, the HOME Affordability Period is as follows (amount does not include Activity Delivery Costs paid to the State Recipient by HCD):

Amount of HOME Assistance	Period of Affordability in Years
Under \$15,000	5 years
\$15,000 to \$40,000	10 years
Over \$40,000	15 years

2. Payment of Property Taxes and Insurance:

As part of keeping the loan from going into default, Borrower must maintain property insurance coverage naming the Sponsor as loss payee. If Borrower fails to maintain the necessary insurance, the Sponsor may use non-grant funds to take out force placed insurance to cover the property while the Borrower puts a new insurance policy in place. All costs for installing the necessary insurance will be added to the loan balance at time of installation of Borrower's new insurance.

When a property is located in a 100-year flood plain, the Borrower will be required to carry the necessary flood insurance. A certificate of insurance for flood and for standard property insurance naming the Sponsor as loss payee will be required at close of escrow. The Sponsor must verify the insurance on an annual basis.

Property taxes must be kept current during the term of the loan. If the Borrower fails to maintain payment of property taxes, the Sponsor may pay the taxes current and add the balance of the tax payment plus any penalties to the balance of the loan. Wherever possible, the Sponsor encourages Borrower to have impound accounts set up with their first mortgagee wherein they pay their taxes and insurance as part of their monthly mortgage payment.

3. Required Request for Notice of Default:

When the Borrower's loan is in second position behind an existing first mortgage, it is the Sponsor's policy to prepare and record a "Request for Notice of Default" for each senior lien in front of Sponsor's loan. This document requires any senior lienholder listed in the notice to notify the Sponsor of initiation of a foreclosure action. The Sponsor will then have time to contact the Borrower and assist them in bringing the first loan current, if possible. The Sponsor can also monitor the foreclosure process and go through the necessary analysis to determine if the loan can be made whole or preserved. When the Sponsor is in a third position and receives notification of foreclosure from only one senior lienholder, it is in their best interest to contact any other senior lienholders regarding the status of their loans.

4. Annual Occupancy Verification:

On owner-occupant loans, the Sponsor requires that Borrowers submit utility bills and/or other documentation annually to prove occupancy during the term of the loan.

Occupancy will be verified, reviewed and certified by the submission of the following:

- A. Proof of occupancy in the form of a copy of a current utility bill; and
- B. Statement of unit's continued use as primary residence of the owner.
- C. Declaration that other title holders do not reside on the premises;
- D. Verification that Property Taxes are current; and

E. Verification of current required insurance policies.

5. Required Noticing and Restrictions on Any Changes of Title or Occupancy:

In all cases where there is a change in title or occupancy or use, the Borrower must notify the Sponsor in writing of any change. Sponsor, or its designated Loan Servicing Agent, and Borrower will work together to ensure the property is kept in compliance with the original Program terms and conditions such that it remains available as an affordable home for low-income families.

Change from owner-occupant to owner-occupant occurs at a sale. When a new owner-occupant is not low-income, the loan is not assumable and the loan balance is immediately due and payable. If the new owner-occupant qualifies as low-income, the purchaser may either pay the loan in full or assume all loan repayment obligations of the original owner-occupant, subject to the approval of the Sponsor's Loan Committee (depends on the HCD Program). Note – CalHome loans are not assumable.

If a transfer of the property occurs through inheritance, the heir (as owner-occupant) may be provided the opportunity to assume the loan at an interest rate based on household size and household income, provided the heir is income eligible. If the heir intends to occupy the property and is not low-income, the balance of the loan is due and payable. If the heir intends to act as an owner-investor, the balance of the loan is due and payable. All such changes are subject to the review and approval of the Sponsor's Loan Committee. Note – CalHome loans are not assumable.

Change from owner-occupant to owner-investor occurs when an owner-occupant decides to move out and rent the assisted property, or if the property is sold to an investor. If the owner converts any assisted unit from owner-occupied to rental, the loan is due in full.

Conversion to use other than residential use is not allowable where the full use of the property is changed from residential to commercial or other. In some cases, Borrowers may request that the Sponsor allow for a partial conversion where some of the residence is used for a business but the household still resides in the property. Partial conversions can be allowed if it is reviewed and approved by any and all agencies required by local statute. If the use of the property is converted to a fully non-residential use, the loan balance is due and payable.

For CalHome, the following transfers of interest shall not require the repayment of the CalHome Program loan:

- A. transfer to a surviving joint tenant by devise, descent, or operation of law on the death of a joint tenant;
- B. a transfer, in which the transferee is a person who occupies or will occupy the property, which is:
 - 1) a transfer where the spouse becomes an owner of the property;
 - 2) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement by which the spouse becomes an owner of the property; or
 - 3) a transfer into an inter vivos trust in which the borrower is and remains the beneficiary and occupant of the property.

6. Requests for Subordinations:

When a Borrower wishes to refinance their existing first mortgage, they must submit a subordination request to the Sponsor. The Sponsor will subordinate their loan only when there is no “cash out” as part of the refinance. No cash out means there are no additional charges on the transaction above loan and escrow closing fees. There can be no third-party debt payoffs or additional encumbrances on the property above traditional refinance transaction costs. The refinance should lower the existing housing cost of the household. The total indebtedness on the property should not exceed the current market value except when the Borrower is obtaining a HARP II or other similar federally approved refinance loan. If the HARP II or other similar financing is approved and meets all other requirements, combined Loan-To-Value will not be considered when reviewing the subordination request.

Also, the loan must:

- A. be fully amortized and have a fixed interest rate that does not exceed the current market rate, as established by an index identified in the most recent NOFA;
- B. not have a temporary interest rate buy-down;
- C. have a term “all due and payable” that matures prior to or concurrently with the maturity date of the Promissory Note. Therefore, the maturity date of the existing Promissory Note should be modified to coincide with the maturity date of the new first mortgage; and,
- D. not have a balloon payment due before the maturity date of the Program loan.

Upon receiving the proper documentation from the refinance lender, the request will be considered by the loan committee for review and approval. Upon approval, the escrow company will provide the proper subordination document for execution and recordation by the Sponsor.

7. Process for Loan Foreclosure:

Upon any condition of loan default: 1) non-payment; 2) lack of insurance or property tax payment; 3) change in title or use without approval; or 4) default on senior loans; the Sponsor, or its designated Loan Servicing Agent, will send out a letter to the Borrower notifying them of the default situation. If the default situation continues, the Sponsor may start a formal process of foreclosure.

When a senior lienholder starts a foreclosure process and the Sponsor is notified via a Request for Notice of Default, the Sponsor, who is the junior lienholder, may cancel the foreclosure proceedings by "reinstating" the senior lienholder. The reinstatement amount or payoff amount must be obtained by contacting the senior lienholder. This amount will include all delinquent payments, late charges and fees to date. Sponsor must confer with Borrower to determine if, upon paying the senior lienholder current, the Borrower can provide future payments. If this is

the case, then the Sponsor may cure the foreclosure and add the costs to the balance of the loan with a Notice of Additional Advance on the existing note.

If the Sponsor determines, based on information on the reinstatement amount and status of Borrower, that bringing the loan current will not preserve the loan, then staff must determine if it is cost effective to protect their position by paying off the senior lienholder in total and restructure the debt such that the unit is made affordable to the Borrower. If the Sponsor does not have sufficient funds to pay the senior lienholder in full, then they may choose to cure the senior lienholder and foreclose on the property themselves. As long as there is sufficient value in the property, the Sponsor can afford to pay for the foreclosure process and pay off the senior lienholder and retain some or all of their investment.

If the Sponsor decides to reinstate, the senior lienholder will accept the amount to reinstate the loan up until five (5) days prior to the set "foreclosure sale date." This "foreclosure sale date" usually occurs about four (4) to six (6) months from the date of recording of the "Notice of Default." If the Sponsor fails to reinstate the senior lienholder before five (5) days prior to the foreclosure sale date, the senior lienholder would then require a full pay off of the balance, plus costs, to cancel foreclosure. If the Sponsor determines the reinstatement and maintenance of the property not to be cost effective and allows the senior lienholder to complete foreclosure, the Sponsor's lien may be eliminated due to insufficient sales proceeds.

8. Sponsor as Senior Lienholder

When the Sponsor is first position as a senior lienholder, active collection efforts will begin on any loan that is 31 or more days in arrears. Attempts will be made to assist the homeowner in bringing and keeping the loan current. These attempts will be conveyed in an increasingly urgent manner until loan payments have reached 90 days in arrears, at which time the Sponsor may consider foreclosure. Sponsor's staff will consider the following factors before initiating foreclosure:

- A. Can the loan be cured and can the rates and terms be adjusted to allow for affordable payments such that foreclosure is not necessary?
- B. Can the Borrower refinance with a private lender and pay off the Sponsor?
- C. Can the Borrower sell the property and pay off the Sponsor?
- D. Does the balance warrant foreclosure? (If the balance is under \$5,000, the expense to foreclose may not be worth pursuing.)
- E. Will the sales price of home "as is" cover the principal balance owing, necessary advances, (maintain fire insurance, maintain or bring current delinquent property taxes, monthly yard maintenance, periodic inspections of property to prevent vandalism, etc.) foreclosure, and marketing costs?

If the balance is substantial and all of the above factors have been considered, the Sponsor may opt to initiate foreclosure. The Borrower must receive, by certified mail, a thirty-day notification of foreclosure initiation. This notification must include the exact amount of funds to be remitted to the Sponsor to prevent foreclosure (such as, funds to bring a delinquent BMIR current or pay off a DPL).

At the end of thirty days, the Sponsor should contact a reputable foreclosure service or local title company to prepare and record foreclosure documents and make all necessary notifications to

the owner and junior lienholders. The service will advise the Sponsor of all required documentation to initiate foreclosure (Note and Deed of Trust usually) and funds required from the owner to cancel foreclosure proceedings. The service will keep the Sponsor informed of the progress of the foreclosure proceedings.

When the process is completed, and the property has "reverted to the beneficiary" at the foreclosure sale, the Sponsor could sell the home themselves under a homebuyer Program or use it for an affordable rental property managed by a local housing authority or use it for transitional housing facility or other eligible use. The Sponsor could contract with a local real estate broker to list and sell the home and use those funds for Program income-eligible uses.

9. Process Demands and Payoffs:

Requests for demands and payoffs will be processed within the timeframe allowed by law. Sponsor or its designated Loan Servicing Agent is proficient in performing the related calculations. Reconveyance and lien releases would be prepared for processing by a qualified Title Company.

ATTACHMENT E
SELLERS LEAD-BASED PAINT DISCLOSURE
Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
- (i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

- (ii) _____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the seller (check (i) or (ii) below):
- (i) _____ Seller has provided the purchaser with all available records and reports pertaining to Lead-based paint and/or lead-based paint hazards in the housing (list documents below).

- (ii) _____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

- (c) _____ Purchaser has received copies of all information listed above.
- (d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.
- (e) _____ Purchaser has received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

- (f) _____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller Date

Seller Date

Purchaser Date

Purchaser Date

Agent Date

Agent Date

ATTACHMENT F

Disclosure to Seller with Voluntary, Arm's Length Purchase Offer

DECLARATION

This is to inform you that _____ would like to purchase the property, located at _____, if a satisfactory agreement can be reached. We are prepared to pay \$_____ for a clear title to the property under conditions described in the attached proposed contract of sale.

Because Federal funds may be used in the purchase, however, we are required to disclose to you the following information:

1. The sale is voluntary. If you do not wish to sell, the buyer, _____, thru the agency, _____ will not acquire your property. The buyer does not have the power of eminent domain to acquire your property by condemnation (i.e. eminent domain) and the agency/Sponsor _____ will not use the power of eminent domain to acquire the property.
2. The estimated fair market value of the property is \$_____ and was estimated by _____, to be finally determined by a professional appraiser prior to close of escrow.

Since the purchase would be a voluntary, arms length, transaction you would not be eligible for relocation payments or other relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), or any other law or regulation. Also, as indicated in the contract of sale, this offer is made on the condition that no tenant will be permitted to occupy the property before the sale is completed.

Again, please understand that if you do not wish to sell your property, we will take no further action to acquire it. If you are willing to sell the property under the conditions described in the attached contract of sale, please sign the contract and return it to us at:

_____. If you have any questions about this matter, please contact _____ at _____.

Sincerely,

Title

Buyer

Date

Buyer

Date

Form continues on next page with Seller's Acknowledgment

Acknowledgement

As the Seller I/we understand that the _____ will inspect the property for health and safety deficiencies. I/we also understand that public funds may be involved in this transaction and, as such, if the property was built before 1978, a lead-based paint disclosure must be signed by both the buyer and seller, and that a Visual Assessment will be conducted to determine the presence of deteriorated paint.

As the Seller, I/we understand that under the Sponsor's Program, the property must be currently owner-occupied, vacant for three months at the time of submission of purchase offer, new (never occupied), or renter purchasing the unit. I/we hereby certify that the property is:

☐ Vacant at least 3 months; ☐ Owner-occupied; ☐ New; or ☐ Being Purchased by Occupant

I/we hereby certify that I have read and understand this "Declaration" and ☐ a copy of said Notice was given to me prior to the offer to purchase. If received after presentation of the purchase offer, I/We choose ☐ to withdraw or ☐ not to withdraw, from the Purchase Agreement.

Seller

Date

Seller

Date

ATTACHMENT G

CITY OF DINUBA INSTRUCTIONS TO HOMEBUYER

1. Persons interested in purchasing a home should contact the Program Operator's Homebuyer Counseling and Education (HCE) Department at 559-802-1672 to enroll in education classes, and if needed or required by the Program, also enroll in an individual counseling session. Upon completion of eight (8) hours of homebuyer education, the HCE Department will issue certificates of completion to the participants.
2. Participant should contact the Program Operator's First-Time Homebuyer Loan Processor at 559-802-1649 to verify funding availability. The participant's name is added to Sponsor's interest list if there is no funding available, or will be moved directly into the workload.
3. Participant will select a Mortgage Company (primary lender) of his or her choice to determine financing eligibility. Upon successful prequalification with a primary lender, primary lender will submit a complete loan application package to Program Operator for review. This package must be submitted along with a completed Submission Form and Lender Cover Letter, provided by the Program Operator via the Program Operator's website. Items to be included are proof of income, credit history, and household size.
4. During the financing and Program eligibility review by Program Operator, household size, income, and Sponsor loan amount are determined. Prior to issuance of the prequalification letter to the family, the following must occur:
 - a. Application package must be reviewed and signed by Program Operator
 - b. Application package must be reviewed and signed by Sponsor

Upon completion by all parties, Program Operator will issue a prequalification letter to the participant and primary lender on behalf of the Sponsor. Program Operator will contact or meet with qualified applicant to provide information relative to Program requirements and the lending process. In addition, Program Operator will issue a condition list to both parties requesting additional income and asset documentation, including verification of employment and all income sources.

5. Participant works with Licensed Real Estate broker to find a property. Properties are subject to the following requirements:

- a. Properties must meet the modest housing standard of 3 bedrooms/2 bathrooms, unless extenuating circumstances justify more to be approved
- b. Properties must be located within the Sponsor's eligible area (Program Operator will verify)
- c. Properties must meet maximum sales price limits, as applicable
- d. Properties must be owner-occupied or vacant for at least three (3) months

Upon approval of the individual properties by the Sponsor, applicant will submit an offer and, once accepted, forward copies to Program Operator for review.

6. Applicant will work with primary lender to provide Program Operator all terms on the conditions list. The items include, but are not limited to:
 - a. Income documentation (paystubs, tax returns, child support, etc.)
 - b. Asset documents (bank statements, 401K, etc.)
 - c. Property information (appraisal with photos, preliminary title report, termite report and clearance, etc.)
 - d. Real Estate Sales Contract (contingent upon receiving Program loan approval)
 - e. Residential loan application and credit report, paystubs, tax returns and W-2's, and all verifications of employment and rent
 - f. Disclosure statement
7. Program Operator, upon receipt of appraisal, will order a home inspection to be completed by the Program Operator, a certified housing inspector, or a Sponsor representative. Home inspections will document health & safety and code compliance as well as conduct Lead-Based Paint Inspections. Seller must correct all deficiencies prior to the close of escrow.
8. Upon receipt of all conditions, Program Operator will prepare participant file for final loan approval with Sponsor. The primary lender should request the date of loan approval one week prior to the date of anticipated loan signing. At loan approval, Program Operator will present the application to Sponsor for review. Following loan approval, Program Operator will give loan documents to Sponsor for signatures. Loan documents are then forwarded to escrow company to coordinate loan signing.
9. Signed documents are returned to Program Operator for review. Upon review and confirmation of all conditions of final funding, Program Operator will wire funds to escrow.

10. Once loan is funded and recorded, escrow company provides a copy of all documents to Program Operator. Program Operator then closes out the loan file.

ATTACHMENT H
LEAD-BASED PAINT
VISUAL ASSESSMENT, NOTICE OF PRESUMPTION, AND HAZARD REDUCTION
FORM

Section 1: Background Information			
Property Address:			No LBP found or LBP exempt ☐
Select one:	Visual Assessment ☐	Presumption ☐	Hazard Reduction ☐

Section 2: Visual Assessment. Fill out Sections 1, 2, and 6. If paint stabilization is performed, also fill out Sections 4 and 5 after the work is completed.	
Visual Assessment Date:	Report Date:
Check if no deteriorated paint found ☐	
Attachment A: Summary where deteriorated paint was found.	

Section 3: Notice of Presumption. Fill out Sections 1, 3, 5, and 6. Provide to occupant w/in 15 days of presumption.	
Date of Presumption Notice:	
Lead-based paint is presumed to be present ☐ and/or Lead-based paint hazards are presumed to be present ☐	
Attachment B: Summary of Presumption:	

Section 4: Notice of Lead-Based Paint Hazard Reduction Activity. Fill out Sections 1, 4, 5, and 6. Provide to occupant w/in 15 days of after work completed.	
Date of Hazard Reduction Notice:	
Initial Hazard Reduction Notice? Yes ☐ No ☐	Start & Completion Dates:
If "No", dates of previous Hazard Reduction Activity Notices:	
Attachment C: Activity locations and types.	
Attachment D: Location of building components with <u>lead-based paint remaining</u> in the rooms, spaces or areas where activities were conducted.	
Attachment E: Attach clearance report(s), using DHS form 8552 (and 8551 for abatement activities)	

Section 5: Resident Receipt of Notice for Presumption or Lead-Based Paint Hazard Reduction Activity		
Printed Name:	Signature:	Date:

Section 6: Contact Information		Organization:
Contact Name:	Contact Signature:	
Date:	Address:	Phone:

ATTACHMENT I

HOMEBUYER PROGRAM LEAD COMPLIANCE DOCUMENT CHECKLIST

The following documents should be in each Homebuyer unit file to document compliance with the lead requirements:

Document Name	Purpose	✓
Lead Safe Housing Rule Screening Sheet	Documents exemptions	
Physical inspection form (HQS or equivalent)	Documents visual assessment results	
Seller Certification	Seller certifies that paint was stabilized by qualified workers and that safe work practices were followed during paint stabilization	
Clearance Report and Clearance Review Worksheet	Documents that unit passed clearance	
Disclosure Form	Documents that buyer received disclosure and pamphlet.	
Lead Hazard Reduction Notice	Documents that buyer received required lead hazard reduction notification.	

This was taken from the HUD Website at:

http://portal.hud.gov/hudportal/documents/huddoc?id=20264_leadcompliance.doc

ATTACHMENT J

ACQUISITION WITH REHABILITATION CONSTRUCTION CONTRACT

Home Improvement Construction Contract

This Home Improvement Construction Contract is entered into this _____ day of _____, 20____, between the following parties: (Owner(s) Name): _____ and (Contractor's Name and Address): _____

(Notice of Cancellation, see paragraph 28, may be sent to Contractor at the above address).

The parties agree as follows:

1. Work to be Performed: Contractor agrees to provide a Schedule of Work, in accordance with the Work Write-up (Attachment 1) and furnish all supervision, technical personnel, labor, materials, tools and equipment necessary to complete the work described in the work write-up attached hereto at the real property commonly described as: _____. Contractor will be responsible for all construction means, methods, techniques, sequences and procedures and for the coordination of all portions of the work under the Contract. All materials shall be new, unless otherwise specified, and of good quality. Owner has a right to require the Contractor to have a performance and payment bond; the expense of the bond may be borne by the Owner.
2. Contract Price: Owner agrees to pay Contractor the sum of \$_____ for the work to be performed.
3. Completion Time:
 - a. Approximate Start Date: The Contractor agrees to file a complete permit application within ten (10) days after receipt of written Notice to Proceed from the Owner. Owner and Contractor agree that the Start Date of construction shall be the date the permits are issued by the Sponsor. In no event shall the Contractor commence work or place any materials on the site thereof prior to receipt of Notice to Proceed from the Owner.
 - b. Approximate Completion Date: Contractor shall prosecute the work diligently and continuously to completion. The work shall be completed within _____ days after the Start Date, subject to such delays as are permissible under paragraph 7 herein below.
4. Relationship of the Parties to SHE: Work to be performed under this Contract is financed by funds from the Sponsor and administered by SHE. Owner is solely responsible for monitoring all work performed under this Contract and enforcing the terms of this Contract. SHE shall inspect all work for the purposes of monitoring loan disbursements in accordance with terms of this Contract and enforcing the terms of the loan agreement. Inspections performed by SHE are solely for the protection of the lender and solely for the purpose of assuring that the construction is progressing reasonably

and that the lender's collateral interest is adequately protected. Owner acknowledges that SHE's inspections are not for the purpose of assuring Contractor's compliance with applicable building codes. SHE shall not be liable under any circumstances for its failure to discover or require correction by Contractor of work that fails to comply with applicable building codes or for its failure to discover or require correction of any dangerous condition or defective work by contractor or by any subcontractor.

5. Payment:

- a. Price will be paid to Contractor in installments based on completion of work tasks and individual item prices on the Work Write-up attached, and any Change Orders.
- b. Contractor shall submit all required payment forms to Owner for approval of payment. Prior to authorization of payment, the Contractor shall provide lien releases for claims by subcontractors, laborers, and material suppliers involved in the work and/or represented by Contractor's invoices. Owner may also request written guarantees and warranties.
- c. After approval by Owner, Contractor shall submit payment request forms to Self-Help Enterprises, hereinafter referred to as "SHE." SHE shall then make payment to the Contractor. SHE will inspect the work to ensure that it has been satisfactorily completed in accordance with the Contract requirements. SHE may withhold or reduce payment to the Contractor to the extent that SHE deems such action is necessary in order to protect the lender's security, to satisfy liens or claims of subcontractors, laborers or suppliers, or to assure that the construction is progressing in accordance with the contract and related documents including the plans and specifications and Schedule of Work for the project.
- d. At the time the work is completed, the Contractor shall submit the final pay request along with the recorded Notice of Completion, final building inspection report, insulation certificate, any warranties and guarantees, conditional lien releases, and Section 3 report (for contracts over \$100,000).
- e. An amount equal to ten percent of the total Contract price, including any Change Orders, will be withheld by Owner and shall be paid to Contractor 35 days after notice of completion has been recorded, final inspection by the jurisdiction's building official and approval by Owner, provided that Contractor is not in default under this Contract. Final payment will be subject to withholding any amounts due to Owner for actual costs due to unexcused delays.
- f. The payment of any progress payment shall not constitute acceptance of defective work or improper material, nor is it a waiver of the warranties or any other remedies to which the Owner may be entitled under the terms of this Contract

6. Failure to Commence Work: Failure by the Contractor without lawful excuse to substantially commence work within 20 days from the date specified in the Notice to Proceed is a violation of the Contractors' License Law.

7. Excusable Delays: Contractor shall not be charged with delay in the completion of the work due to: any acts of Owner which cause delay; general strikes; acts of God or the public enemy; unavailability of materials, or casualty beyond Contractor's control, provided, however, that Contractor promptly (within 14 days) notifies Owner, in writing, of the cause

of the delay. If the facts show the delays to be excusable under the terms of the Contract, the time for completion shall be extended for a period equal to the amount of time due to such delay.

8. Unexcused Delays: The parties agree that the Owner would incur additional expenses as a result of Contractor's unexcused delays in the completion of the work. "Additional expenses" shall include but not be limited to housing and storage costs incurred by the owner due to the inability to fully occupy the property.
9. Provisions for the Owner: While this Contract is in force, Owner shall permit Contractor the use of existing utilities including light, heat, power, and water, without charge, in order to carry out and complete the work. Owner may continue to occupy the premises during the rehabilitation but shall cooperate with Contractor to facilitate the performance of the work including the abandonment of limited areas as may be essential to the conduct of the work.
10. Compliance with the Law: By signing this contract, the Contractor certifies that it is licensed and in good standing in California, and not listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors. Contractors are regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826. All work shall be completed in strict compliance with the laws, ordinances, rules, regulations and Codes of the state, county, and local governments, whether such applicable laws, ordinances, rules, regulations and codes are mentioned in this Contract or not. Contractor shall obtain, pay for, and provide permits and licenses, as required to complete all work outlined under this Contract.

Where applicable, Contractor agrees to the following provisions:

- a) Standard Contract Language, All Contracts and Subcontracts, pertaining to civil rights, HCD, age discrimination, rehabilitation acts assurance, etc. (see Attachment 2).
- b) By the statement below, Contractor hereby furnishes Owner with Contractor Notice in compliance with California Business and Professions Code Section 7159:

INFORMATION ABOUT THE CONTRACTORS' STATE LICENSE BOARD (CSLB)

CSLB is the state consumer protection agency that licenses and regulates construction contractors.

Contact CSLB for information about the licensed contractor you are considering including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB.

Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information:

Visit CSLB's Web site at www.cslb.ca.gov

Call CSLB at 800-321-CSLB (2752)

Write CSLB at P. O. Box 26000, Sacramento, CA 95826

c) The contractor hereby agrees to abide by the requirements of Executive Order 11246 and all implementing regulations of the Department of Labor.

11. Notice to Owner (see Attachment 3).

12. Required Insurance: Contractor shall obtain and keep in effect during the life of this contract, insurance in the following minimum amounts:

Worker's Compensation and Employer's Liability Insurance meeting the statutory requirements of the State of California.

Comprehensive General Liability and Property Damage Insurance with Combined Single Limits of at least \$1,000,000. This insurance shall be on an occurrence basis and shall protect the Contractor against liability arising from: Contractor's operations, operations by subcontractors, products, completed operations or professional liability where applicable and contractual liability assumed under the indemnity provisions above insured. Any Excavation, Collapse and Underground exclusions must be deleted when applicable to operations performed by the Contractor or his subcontractors.

An original certificate of such insurance shall be filed with SHE. Said certificate shall evidence coverage through the life of this Contract.

13. Safety to Public and Property: Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and Programs in connection with the work. In such, Contractor shall provide reasonable protection to prevent damage, injury, and loss to: all employees on the work, all work and materials and equipment to be incorporated therein and other property at the site or adjacent thereto, including trees, shrubs, lawns, pavements, structures, and utilities not designated for removal or replacement under the terms of this Contract.

14. Hold Harmless: With the exception that this Section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California, Contractor shall indemnify and save harmless Owner and SHE, including their officers, agents, employees, affiliates, parents and subsidiaries, and each of them, of and from any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys fees, losses or liability, in law or in equity, of every kind and

nature whatsoever ("Claims") arising out of or in connection with Contractor's operations to be performed under this Agreement for, but not limited to:

- (a) Personal injury, including, but not limited to, bodily injury, emotional injury, sickness or disease, or death to persons, including, but not limited to any employees or agents of Owner, SHE, or any other subcontractor and/or damage to property of anyone (including loss of use thereof), caused or alleged to be caused in whole or in part by any negligent act or omission of Contractor or anyone directly or indirectly employed by Contractor or anyone for whose act Contractor may be liable regardless of whether such injury or damage is caused by a party indemnified hereunder.
- (b) Penalties imposed on account of the violation of any law, order, citation, rule, regulation, standard, ordinance, or statute, caused by the action or inaction of Contractor.
- (c) Infringement of any patent rights which may be brought against SHE or Owner arising out of Contractor's work.
- (d) Claims and liens for labor performed or materials used or furnished to be used on the project, including all incidental or consequential damages resulting to SHE or Owner from such claims or liens.
- (e) Contractor's failure to fulfill the covenants set forth in collective bargaining agreement, wage order or any other agreement or regulation concerning labor relations.
- (f) Failure of Contractor to provide Casualty Insurance.
- (g) Any violation or infraction by Contractor of any law, order, citation, rule, regulation, standard, ordinance or statute in any way relating to the occupational health or safety of employees, including, but not limited to, the use of SHE's or other's equipment, hoist, elevators, or scaffolds. The indemnification provisions of (a) through (g) above shall extend to Claims occurring after this Agreement is terminated as well as while it is in force. Such indemnity provisions apply regardless of any active and/or passive negligent act or omission of Owner or SHE or their agents or employees. Contractor, however, shall not be obligated under this Agreement to indemnify Owner or SHE for Claims arising from the sole negligence or willful misconduct of Owner or SHE or their agents, employees or independent contractors who are directly responsible to Owner or SHE, or for defects in design furnished by such persons.
- (h) Contractor shall:
 - i. At Contractor's own costs, expense and risk, defend any claims that may be brought or instituted by third persons, including but not limited to, governmental agencies or employees of Contractor, against SHE or Owner or their agents or employees or any of them;
 - ii. Pay and satisfy any judgment or decree that may be rendered against SHE or Owner or their agents or employees, or by any of them, arising out of any such Claim; and/or
 - iii. Reimburse SHE or Owner or their agents or employees for any and all legal expense incurred by any of them in connection herewith or in enforcing the indemnity granted in this Section.
- (i) All work covered by this Agreement done at the site or in preparing or delivering materials or equipment, or any or all of them, to the site shall be at the risk of Contractor exclusively until the completed work is accepted by SHE.
- (j) The indemnities set forth in this Section shall not be limited by any insurance requirements set forth elsewhere within this agreement.

15. Assignment: Contractor shall not assign or transfer any right or obligation under this Contract without first obtaining the written consent of Owner. Any attempted assignment by Contractor shall be void.

16. Changes in Work to be Performed: No changes shall be made in the work, Contract price or Contract time for completion of work, except by written change order. The change order shall bear the signatures of the parties to this Contract and approved (by signature) as to propriety with funding requirements by SHE. No claim for an adjustment of Contract work, price or time will be valid unless so ordered. Payment for change orders that bear additional cost shall be made in accordance with paragraph 4, above.
17. Guarantees and Material Warranties: All labor, materials and installation shall be guaranteed for a period of one year from the date of final acceptance by Owner, when subjected to normal use and care, and provided Owner has complied, in full, with the terms and payments and other conditions of this Contract. Upon written notice from Owner, Contractor shall repair or remedy any defect in materials and workmanship within the one-year period specified. Contractor shall furnish Owner with and assign to Owner all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under this Contract.
18. Surplus Materials and Clean-up of Premises: All materials and equipment removed and not reused as a condition of this Contract shall remain or become the property of Owner, unless otherwise so stated in writing. All surplus materials as well as all rubbish and construction debris resulting from construction activities shall be removed promptly from the project site by Contractor. Upon completion of the work, Contractor shall leave the building and premises in a "broom-clean" condition.
19. Divisibility: It is intended that each paragraph of this agreement shall be viewed as separate and divisible, and in the event that any paragraph shall be held to be invalid, the remaining paragraphs shall continue to be in full force and effect.
20. Materials Restriction: Lead base paint hazards specified in the work write-up shall be mitigated in accordance with Federal Lead Based Paint regulations listed at 24 CFR 35. All new paint used must be a non-lead based paint.
21. Arbitration:
 - a. Should any controversy arise out of or related to this Contract or the breach thereof, that falls within the provisions of 7085 et seq. of the California Business and Professions Code, other than a controversy based upon your failure to comply with a notice to return to the project under paragraph 23, the parties shall agree to submit the issue to Contractors State License Board (CSLB) arbitration. The decision of the arbitrator is final and binding on both parties. CSLB will pay for the hearing, the arbitrator, and the services of one Board-appointed expert witness per complaint. The parties are responsible for their own attorney fees, if any, and additional expert witnesses, if any.
 - b. Any controversy arising out of or relating to this Contract, or the breach thereof, that does not qualify for CSLB arbitration, or the parties do not agree to CSLB arbitration, shall be submitted to binding arbitration in accordance with the provisions of the California Arbitration Law, Code of Civil Procedure 1280 et seq., and the Rules of the American Arbitration Association. The arbitrator shall have the final authority to order work performed, to order the payment from one party to another, and to order whom shall bear the costs of arbitration. Costs to initiate arbitration shall be paid by the party seeking arbitration. Notwithstanding, the party prevailing in any arbitration proceeding

and in any litigation arising out of or relating to this contract shall be entitled to recover from the other all attorneys' fees and costs of arbitration.

22. Mechanics Liens: Contractor shall pay promptly all valid bills and charges for materials, labor or otherwise, in connection with or arising out of the rehabilitation of said property and will hold Owner free and harmless against all of them, filed against the property or any part thereof, and from and against all expense and liability in connection therewith, including but not limited to, court costs and attorneys' fees resulting or arising therefrom. Should any liens or claim of liens be filed for record against the property, or should Owner receive notice of any unpaid bill or charge in connection with the Contract, Contractor shall forthwith pay and discharge the same and cause the same to be released of record. Contractor authorizes SHE to issue joint checks as part of any disbursement otherwise payable to Contractor whenever SHE, in its sole discretion, determines that payment in this fashion is necessary in order to protect the interests of the Lender or the Owner. (See also, Notice to Owner, Attachment 3).
23. Termination of Contract: Should Contractor commit any of the acts specified in this paragraph, the Owner may, give 72 hours' notice in writing thereof to Contractor, to commence and continue thereafter to diligently prosecute the correction thereof, and if contractor fails to do so, then without prejudice to any other rights or remedies given Owner by law or by this contract, Owner may terminate the services of Contractor under this contract; take possession of said project and the premises on which it is located; take possession of all materials, located on such premises; and, complete said project by whatever method Owner may deem expedient. Contractor shall be deemed to have committed an act specified in this paragraph if contractor shall:
- refuse or fail to supply enough properly skilled workers or proper materials to complete said project in the time specified in this contract and in the approved time schedule.
 - fail to make prompt payment to subcontractors, laborers, or material men for labor performed on or materials furnished to said project;
 - fail to comply with the time schedule for completion of the project;

The preceding notwithstanding, the following actions by the Contractor shall be deemed to be material breaches of the contract which are not subject to cure. Should Contractor commit any of the acts specified in this paragraph, the Owner may, by giving 72 hours' notice in writing thereof to Contractor, without prejudice to any other rights or remedies given Owner by law or by this contract, terminate the services of Contractor under this contract; take possession of said project and the premises on which it is located; take possession of all materials, located on such premises; and complete said project by whatever method owner may deem expedient:

- Commence with any proceedings of bankruptcy;
 - make a general assignment for the benefit of contractors;
 - persist in disregarding any law or ordinance relating to said project or the completion thereof;
 - suffer the revocation or suspension of its contractor's license.**
24. Rights on Termination by Owner: Should Owner terminate the service of Contractor under this contract and complete said project pursuant to Paragraph 10 of this contract, the

Contractor shall not be entitled to receive any further payment under this contract until said project is fully completed. On completion of said project by Owner, if the unpaid balance of the contract price exceeds the expenses incurred by Owner in completing said project, including any compensation paid by Owner for managerial, administrative, or supervisory services in completing said project, such excess shall be paid by Owner to Contractor. If the expense incurred by Owner in completion of said project exceeds the unpaid balance of the purchase price, Contractor shall pay such excess to Owner with thirty days following written demand by Owner.

25. Force Majeure: Neither Owner nor Contractor shall be deemed to be in default if performance of the improvements required by this contract is delayed or becomes impossible because of any act of God, war, earthquake, fire, civil commotion, epidemic, act of government, its agencies or officers, court order, or any other legitimate cause beyond the control of the party and not caused by the negligent, unreasonable or intentional acts of the party.
26. Availability of Funds: In the event the loan or grant of funds upon which this Contract is contingent is not approved, this Contract shall be considered null and void, and shall not create any liability to either Owner or Contractor.
27. Contract Nullity: This entire Contract shall be considered null and void if either of the following shall occur:
 - a. Owner is not approved for funding to finance the Contract Price;
 - b. Owner chooses not to proceed with the project before construction begins.
28. **Three-Day Right to Cancel**: “You, the Owner, have the right to cancel this contract within three business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the Contractor at the Contractor’s place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of this contract including this notice.

If you cancel, the Contractor must return any moneys paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the Contractor at your residence, in substantially as good condition as you received it, any goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the Contractor’s instructions on how to return the goods at the Contractor’s expense and risk. If you do make the goods available to the Contractor, and the Contractor does not pick them up within 20 days of the date of your notice of cancellation, you make keep them without any further obligation. If you fail to make the goods available to the Contractor, or if you agree to return the goods to the Contractor and fail to do so, then you remain liable for performance of all obligations under this Contract.”

29. “You, the Owner, are entitled to a completely filled in copy of this Contract, signed by both you and the Contractor, before any work may be started.”

THE OWNER AND THE CONTRACTOR ACKNOWLEDGE THAT THEY HAVE READ, UNDERSTAND AND AGREE TO ALL PROVISIONS OF THIS CONTRACT INCLUDING ALL ADDITIONAL CONTRACT DOCUMENTS.

OWNER(S): _____

CONTRACTOR: _____

By: _____

Business Name: _____

Title: _____

Address: _____

Telephone: _____

License Number: _____

Tax ID or Soc. Sec. # _____

Attachments:

1 – Work Write-up

2 – Standard Contract Language

3 – Notice to Owner

STANDARD CONTRACT LANGUAGE:
ALL CONTRACTS AND SUBCONTRACTS

1. The Civil Rights, HCD, and Age Discrimination Acts Assurances:

During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied Program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any Program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.

2. Rehabilitation Act of 1973 and the "504 Coordinator"

The Grantee further agrees to implement the Rehabilitation Act of 1973, as amended, and its regulations, 24 CFR Part 8, including, but not limited to, for Grantees with 15 or more permanent full or part time employees, the local designation of a specific person charged with local enforcement of this Act, as the "504 Coordinator".

3. The Training, Employment and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance:

a) The grant activity to be performed under this Agreement is on a project assisted under a Program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C 1701u. Recipients, contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of Section 3 covered assistance to Section 3 residents in the order of priority provided in 24 CFR 135.34(a)(2).

b) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

c) The Grantee will include these Section 3 clauses in every contract and subcontract for Work in connection with the grant activity and will, at the direction of the State, take appropriate action pursuant to the contract or subcontract upon a finding that the Grantee or any contractor or subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and, will not let any contract unless the Grantee or contractor or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

d) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement shall be a condition of the federal financial assistance provided to the project, binding upon the Grantee, its successors and assigns. Failure to fulfill these requirements shall subject the Grantee, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

4. Assurance of Compliance with Requirements Placed on Construction Contracts of \$10,000 or more

The Grantee hereby agrees to place in every contract and subcontract for construction exceeding \$10,000 the Notice of Requirement for Affirmative Action to ensure Equal Employment Opportunity (Executive Order 11246), the Standard Equal Employment Opportunity, and the Construction Contract Specifications. The Grantee furthermore agrees to insert the appropriate Goals and Timetables issued by the U.S. Department of Labor in such contracts and subcontracts.

5. State Nondiscrimination Clause:

- a) During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40) marital status, and denial of family care leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors and subcontractors shall comply with the provisions of the Housing Act (Government Code, Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7258 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Regulations, are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- b) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

6. Labor Standards –Federal Labor Standards Provisions

The Grantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of:

Davis-Bacon Act (40 USC 276a-276a-5) requires that workers receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Department of Labor and are issued in the form of Federal wage decisions for each classification of work. The law applies to most construction, alteration, or repair contracts over \$2,000.

Copeland “Anti-Kickback” Act (47 USC 276(c)) requires that workers be paid at least once a week without any deductions or rebates except permissible deductions.

Contract Work Hours and Safety Standards Act – CWHSSA (40USC 327-333) requires that workers receive “overtime” compensation at a rate of 1-1/2 times their regular hourly wage after they have worked 40 hours in one week.

Title 29, Code of Federal Regulations, Subtitle A, Parts 1, 3 and 5 are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.

NOTICE TO OWNER

"Under the California Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier, or other person or entity who helps to improve your property, but is not paid for his or her work or supplies, has a right to place a lien on your home, land, or property where the work was performed and to sue you in court to obtain payment.

This means that after a court hearing, your home, land, and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid your contractor in full if the contractor's subcontractors, laborers, or suppliers remain unpaid.

To preserve their rights to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required to provide you with a document called a "Preliminary Notice." Contractors and laborers who contract with owners directly do not have to provide such notice since you are aware of their existence as an owner. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to perfect their lien rights, a contractor, subcontractor, supplier, or laborer must file a mechanics' lien with the County Recorder which then becomes a recorded lien against your property. Generally, the maximum time allowed for filing a mechanics' lien against your property is 90 days after substantial completion of your project.

TO INSURE EXTRA PROTECTION FOR YOURSELF AND YOUR PROPERTY, YOU MAY WISH TO TAKE ONE OR MORE OF THE FOLLOWING STEPS:

- (1) Require that your contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and performance bond as well as a copy of the construction contract should be filed with the county recorder for your further protection. The payment and performance bond will usually cost from 1 to 5 percent of the contract amount depending on the contractor's bonding ability. If a contractor cannot obtain such bonding, it may indicate his or her financial incapacity.
- (2) Require that payments be made directly to subcontractors and material suppliers through a joint control. Funding services may be available, for a fee, in your area which will establish voucher or other means of payment to your contractor. These services may also provide you with lien waivers and other forms of protection. Any joint control agreement should include the addendum approved by the registrar.
- (3) Issue joint checks for payment, made out to both your contractor and subcontractors or material suppliers involved in the project. The joint checks should be made payable to the persons or entities which send preliminary notices to you. Those persons or entities have indicated that they may have lien rights on your property; therefore, you need to protect yourself. This will help to insure that all person due are actually paid.
- (4) Upon making payment on any completed phase of the project, and before making any further payments, require your contractor to provide you with unconditional "Waiver and Release" forms signed by each material supplier, subcontractor, and laborer involved in that portion of the work for which payment was made. The statutory lien releases are set forth in exact language in Section 3262 of the Civil Code. Most stationery stores will sell the "Waiver and Release" forms if your contractor does not have them. The material suppliers, subcontractors, and laborers that you obtain releases from are those persons or entities who have filed preliminary notices with you. If you are not certain of the material suppliers, subcontractors, and laborers working on your project, you may obtain a list from your contractor. On projects involving improvements to a single-family residence or a duplex owned by the individuals, the person signing these releases lose the right to file a mechanics' lien claim against your property. In other types of construction, this protection may still be important, but may not be as complete.

To protect yourself under this option, you must be certain that all material suppliers, subcontractors, and laborers have signed the "Waiver and Release" form. If a mechanics' lien has been filed against your property, it can only be voluntarily released by a recorded "Release of Mechanics' Lien" signed by the person or entity that filed the mechanics' lien against your property unless the lawsuit to enforce the lien was not timely filed. You should not make any final payments until any and all such liens are removed. You should consult an attorney if a lien is filed against your property."

Read and acknowledged:

Signature

Dated

Signature

Dated

ATTACHMENT K
SELF-HELP ENTERPRISES
CONSTRUCTION PAYMENT REQUEST #

Date _____

Participant _____ Project _____ Job # _____

Project Address _____

Total Contract Amount \$ _____ Payment Amount \$ _____

Contractor: _____ Construction Supervisor: _____

Items Completed:

I request payment for work in progress on the above property. I certify that the work itemized above has been completed as of this date.

Contractor's Signature

Date

NOTE: Ten percent (10%) of the total contract amount (including all change orders) will be retained by Self-Help Enterprises until 35 days after Notice of Completion is recorded.

The items listed above have been completed satisfactorily. _____
Please release payment to Contractor as requested (or amended). OWNER'S SIGNATURE DATE

APPROVED FOR PAYMENT:

SELF-HELP ENTERPRISES

DATE ☐ Mail ☐ Pick-up

NOTES:

Distribution: **WHITE:** Self-Help Enterprises

YELLOW: Owner

PINK: Contractor

GOLDENROD: Supervisor



City Council Staff Report

Department: ENGINEER/PLANNING

January 14, 2020

To: Mayor and City Council

From: Jason Watts, City Engineer

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

RECOMMENDATION

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

1. Approves the right of way agreements with Agustin Cardenas, Fadhle Naig Mohsin, Francisco J. Morfin, Ciro and Rose E. Sandoval, Reyna R. Rivera and Emilio Camacho Rivera, William R. McEowen & Denise A. McEowen, Santiago and Maria Calvo, and Humberto and Margaret Venegas;
2. Authorizes the City Manager or designee to sign agreements on behalf of the City for acquisition of Easements for Public Street and Utility purposes and open escrow for the sales;
3. Accepts the Right-of-Way dedications for Public Street, Utility, and Temporary Construction purposes at the same properties.

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 east of the 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.

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 seven (7) have agreed to sell the needed right of way for the project. The city's right of way consultant continues to negotiate with the remaining five (5) property owners.

The purchase price for the 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 these properties is listed below.

Alta/Nebraska Avenue Roundabout Project

Property Owner	APN	Compensation
Agustin Cardenas	013-100-004	\$19,275.00
Fadhle Naig Mohsin	013-100-005, 006, 007, & 008	\$35,500.00
Francisco J. Morfin	014-072-004	\$25,200.00
Ciro and Rose E. Sandoval	014-072-003	\$4,100.00
Reyna E. Rivera and Emilio Camacho Rivera	014-071-003	\$13,600.00
William R. McEowen & Denise A. McEowen	014-380-021 & 022	\$60,800.00
Santiago and Maria Calvo	013-100-003	\$34,200.00

As part of the roundabout project, Nebraska Avenue to the west and to the east of Alta Avenue will also need to be improved for proper transition at the intersection. The city's right of way consultant has met with the two (2) affected property owners and one (1) has agreed to sell and negotiations with the other property owner are ongoing.

The information on these properties is listed below.

Nebraska Avenue Widening Project

Property Owner	APN	Compensation
Humberto and Margaret Venegas	014-380-028	\$52,200.00

The City Council must adopt Resolution No. 2020-05 encloses herein as Attachment 'B' approving the Right of Way Purchase Agreements and accepting the Grant Deed of Easements for use as public streets and utility purposes. A copy of each individual Right of Way Agreement and Grant Deed of Easement are enclosed herein as Attachment 'C' through Attachment 'R'.

FISCAL IMPACT

The budget for the Alta and Nebraska Avenue Roundabout Project includes funds for easement acquisition. The acquisition of the easements 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.

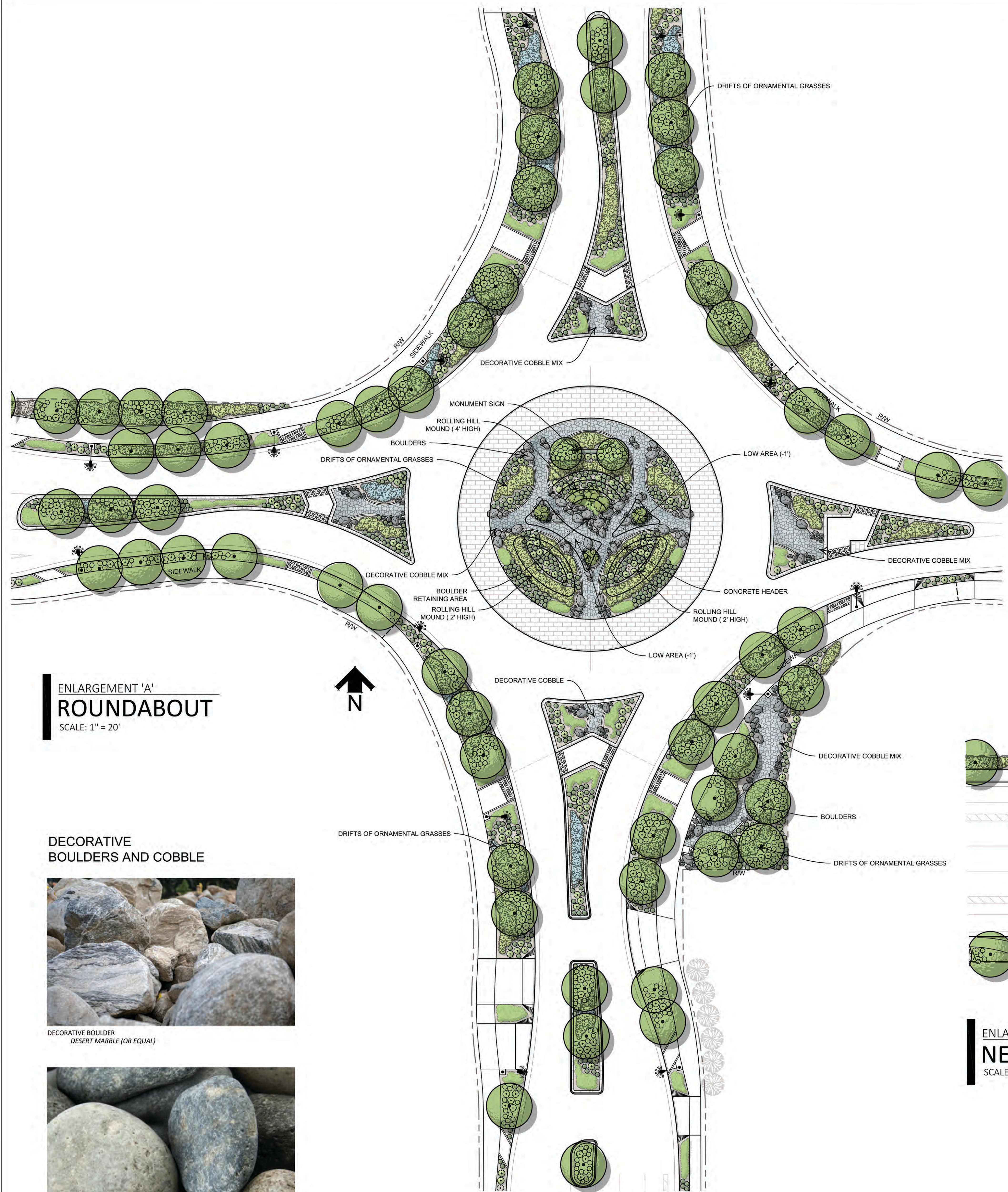
PUBLIC HEARING

None

ATTACHMENTS:

- A. Landscape and Irrigation Conceptual Plan
- B. Resolution No 2020-05
- C. Right of Way Agreement - Cardenas
- D. Grant Deed of Easement - Cardenas
- E. Right of Way Agreement - Mohsin
- F. Grant Deed of Easement - Mohsin
- G. Right of Way Agreement - Morfin
- H. Grant Deed of Easement - Morfin
- I. Right of Way Agreement - Sandoval
- J. Grant Deed of Easement - Sandoval
- K. Right of Way Agreement - Rivera
- L. Grant Deed of Easement - Rivera
- M. Right of Way Agreement - McEowen
- N. Grant Deed of Easement - McEowen
- O. Right of Way Agreement - Calvo

P. Grant Deed of Easement - Calvo
Q. Right of Way Agreement - Venegas
R. Grant Deed of Easement - Venegas



ENLARGEMENT 'A'
ROUNDBOUT
 SCALE: 1" = 20'

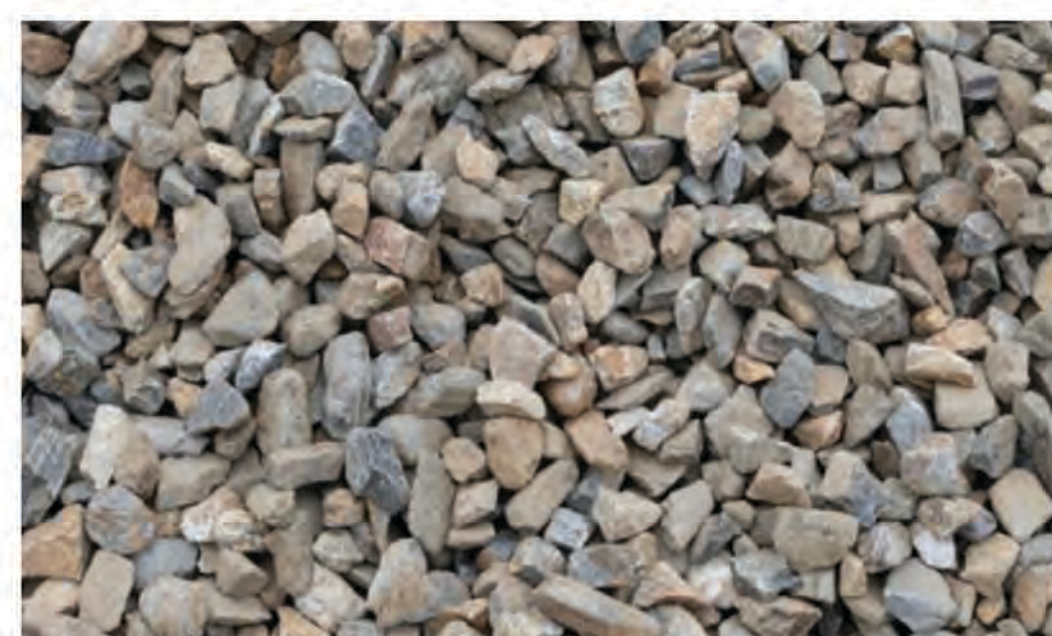
DECORATIVE
 BOULDERS AND COBBLE



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)

RECOMMENDED TREES SHRUBS AND GROUND COVER

TREES

- 1 | FOREST PANSY RED BUD
Cercis canadensis 'Forest Pansy'
- 2 | Grape Myrtle
Lagerstroemia indica spp.
- 3 | Chinese Pistache
Pistacia chinensis

SHRUBS

- 4 | CORAL ALOE
Aloe striata

- 5 | LITTLE JOHN BOTTLE BRUSH
Calceoliton 'Little John'
- 6 | CONCHA CEANOTHUS
Ceanothus 'Concha'
- 7 | DIANELLA
Dianella 'Little Rev'
- 8 | RED YUCCA
Nesporaloe parviflora
- 9 | LAVENDER
Lavandula 'Goodwin Creek Grey'

- 10 | PINK MUHLY
Muhlenbergia capillaris
- 11 | NEW ZEALAND FLAX
Phormium 'Apricot Queen'
- 12 | AUTUMN SAGE
Salvia greggii

GROUND COVER

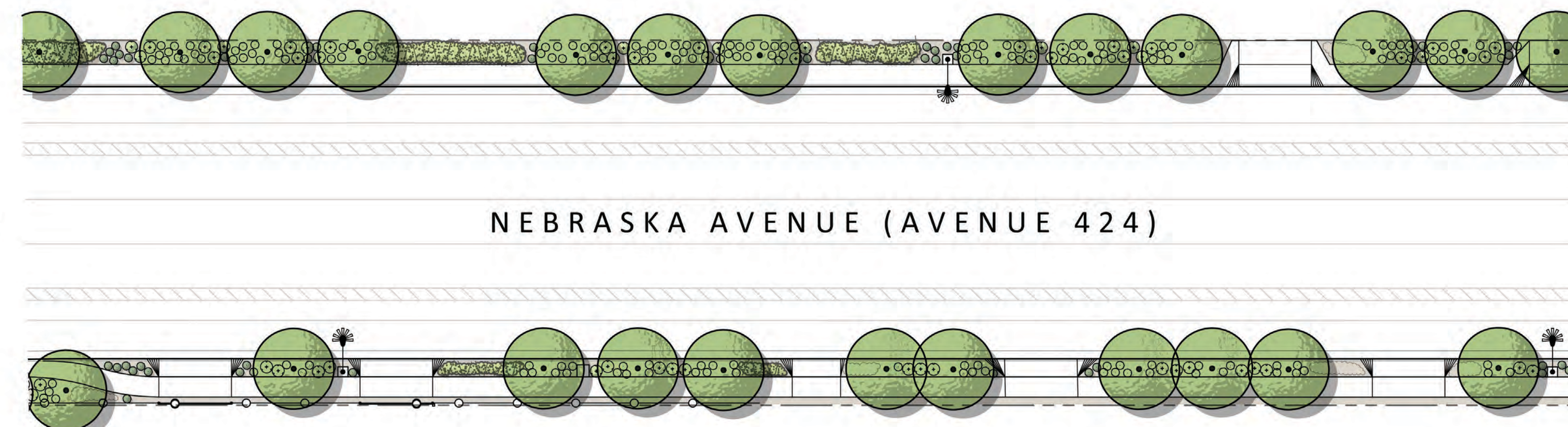
- 13 | NEW GOLD LANTANA
Lantana 'New Gold'
- 14 | MYOPORUM
Myoporum parvifolium 'Putah Creek'

KEY:

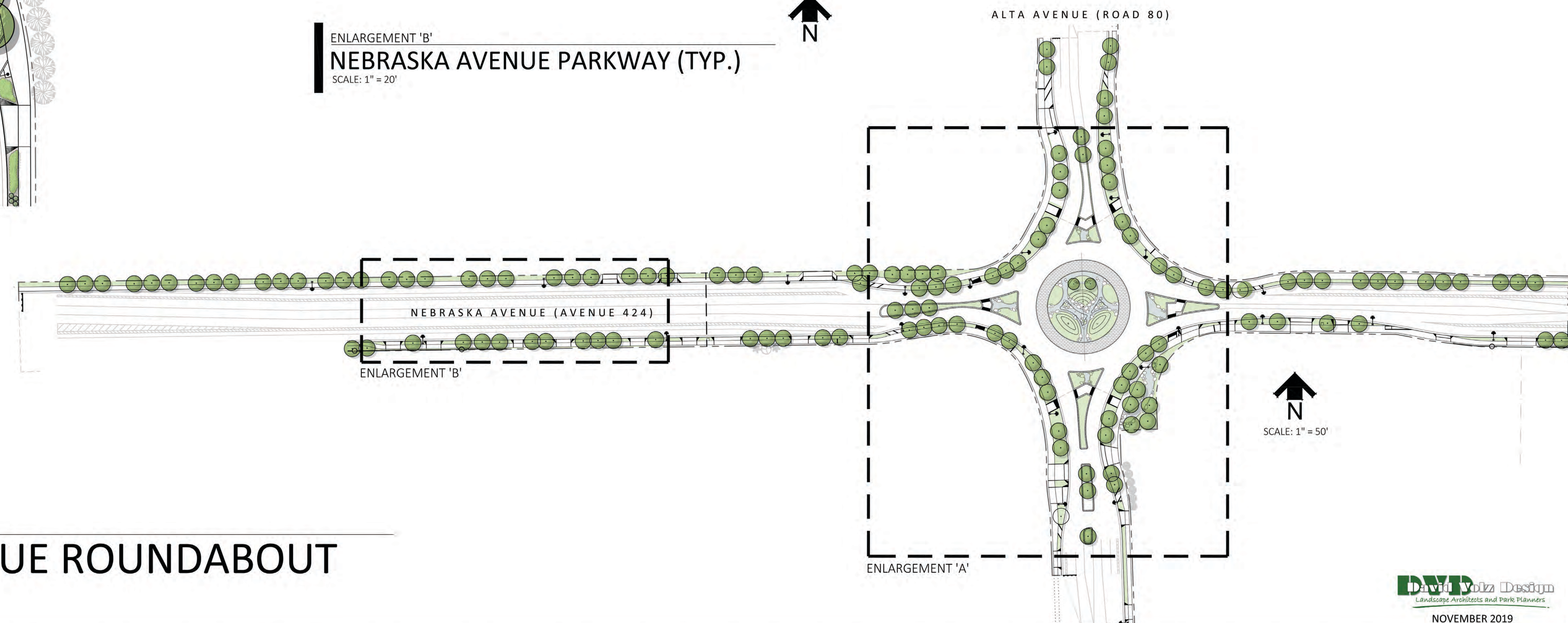
1	2	3	4
5	6	7	8
9	10	11	12
13	14		



CONCEPT VISUALIZATION - SOUTHBOUND VIEW



ENLARGEMENT 'B'
NEBRASKA AVENUE PARKWAY (TYP.)
 SCALE: 1" = 20'



LANDSCAPE CONCEPT PLAN

ALTA AVENUE AND NEBRASKA AVENUE ROUNDBOUT

CITY OF DINUBA

RESOLUTION 2020-05

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DINUBA APPROVING THE PURCHASE OF EASEMENTS FOR THE ALTA
AND NEBRASKA AVENUE ROUNDABOUT AND NEBRASKA WIDENING PROJECT AND
ACCEPTING THE EASEMENTS FOR PUBLIC STREET AND UTILITY PURPOSES FROM:
AGUSTIN CARDENAS, FADHLE NAIG MOHSIN, FRANCISCO J. MORFIN, CIRO AND
ROSE E. SANDOVAL, REYNA E. RIVERA AND EMILIO CAMACHO RIVERA, WILLIAM R.
MCEOWEN & DENISE A. MCEOWEN, SANTIAGO AND MARIA CALVO, HUMBERTO AND
MARGARET VENEGAS**

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 seven
easements, as shown on the attached Deeds of Easements; and

WHEREAS, the Nebraska Avenue Widening requires the acquisition of one easement, as
shown on the attached Deed 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, formal offers have been made to the property owners for the acquisition of
rights of way for both projects and the owners have agreed to the sale value amounts shown
below:

Property Owner	APN	Compensation
Agustin Cardenas	013-100-004	\$19,275.00
Fadhle Naig Mohsin	013-100-005, 006, 007, & 008	\$35,500.00
Francisco J. Morfin	014-072-004	\$25,200.00
Ciro and Rose E. Sandoval	014-072-003	\$4,100.00
Reyna E. Rivera and Emilio Camacho Rivera	014-071-003	\$13,600.00
William R. McEowen & Denise A. McEowen	014-380-021 & 022	\$60,800.00
Santiago and Maria Calvo	013-100-003	\$34,200.00
Humberto and Margaret Venegas	014-380-028	\$52,200.00

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 easements, 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 the eight easements from the property owners listed above, for the sale values listed;

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

1. Approves the right of way agreements with Agustin Cardenas, Fadhle Naig Mohsin, Francisco J. Morfin, Ciro and Rose E. Sandoval, Reyna R. Rivera and Emilio Camacho Rivera, William R. McEowen & Denise a. McEowen, Santiago and Maria Calvo, and Humberto and Margaret Venegas.
2. Authorizes the City Manager to sign agreements on behalf of the City for acquisition of Easements for Public Street and Utility Purposes and open escrow for the sales.
3. Accepts the Right-of-Way dedications for Public Street, Utility, and Temporary Construction purposes at the same properties.
4. 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, Kuldip Thusu, 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-nineteen.

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 Agustin Cardenas ("Seller"), pursuant to the following recitals:

RECITALS:

- A. WHEREAS, Seller owns certain real property at 42435 Road 80, in the City of Dinuba, County of Tulare, State of California.
- B. WHEREAS, Buyer desires to acquire, more particularly described below an area totaling 1,576 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 1,576 square feet, located at 42435 Road 80, in the City of Dinuba, California. This is a portion of Tulare County Assessor's Parcel No. 013-100-00-4000 as more particularly described in Exhibit "A" and depicted in Exhibit "B" attached hereto (the "Property").
2. Purchase Price. The purchase price to be paid by Buyer for the Property shall be Nineteen Thousand Two-Hundred Seventy-Five and 00/100 Dollars (\$19,275.00) (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, 5, and 6 of the Condition of Title Guarantee No. CTG-8001979, issued by Old Republic National Title Insurance Company on April 16, 2019. A copy of pages 1 through 3 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.
- 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.
- 6.7 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: Agustin Cardenas
42435 Road 80
Dinuba, CA 93618

Telephone:

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. Other Provisions. Seller is being paid to move chain link fence and gate and to reconfigure electrical service and repair sprinklers. Payment includes compensation for moving light pole and sign.

It is requested that Seller leave some of the fence poles exposed so they can be found by Buyer's contractor. Existing sewer cleanouts will be protected during construction or relocated. Buyer will request that PG&E install a taller power pole adjacent to the property. Roundabout design plans will be provided to Seller when they are completed. Buyer will provide a 2-inch water line stubbed to the property.

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

SELLER:

BUYER:
City of Dinuba



Agustin Cardenas

By _____

Dated: _____, 2019

Dated: 11-15-2019, 2019

EXHIBIT "A"

Public Street & Utility Easement
APN 013-100-004 (PORTION)

All that portion of the East 180.00 feet of the North half of the South half of Lot 11 of the Map of Bella Vista Colony, according to the map thereof recorded in Volume 2 of Maps at Page 93, Tulare County Records, being a portion of the Southeast quarter of the Southeast quarter of Section 6, 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:

BEGINNING at the intersection of the West line of the Grant Deed recorded January 2, 1953 in Volume 1640 at Page 252, Official Records Tulare County with the South line of the Grant Deed recorded March 1, 2002 as Document No. 2002-0015595, Official Records Tulare County, said intersection also being the Northeast corner of Parcel 1 of Parcel Map No. 3574, according to the map thereof recorded in Book 36 of Parcel Maps at Page 77, Tulare County Records and a point on a line 40.00 West of and parallel with the East line of the Southeast quarter of the Southeast quarter of said Section 6; thence

North 0°41'18" East, 165.43 feet along said West line and said parallel line to a point on the North line of said Grant Deed per Document No. 2002-0015595, said point also being a point on the North line of the South half of said Lot 11; thence

North 88°57'34" West, 9.50 feet along said North line to a point on a line 9.50 feet West of and parallel with said West line; thence

South 0°41'18" West, 12.94 feet along said parallel line to the beginning of a tangent curve concave to the West having a radius of 199.00 feet; thence

Southerly, 24.39 feet along said tangent curve through a central angle of 7°01'18" to the beginning of a reverse curve concave to the East having a radius of 201.00 feet with center point bearing South 82°17'24" East; thence

Southerly, 24.63 feet along said reverse curve through a central angle of 7°01'18" to a point on a line 12.50 feet West of and parallel with said West line; thence

South 0°41'18" West, 32.15 feet along a line tangent to last said reverse curve and along said parallel line to the beginning of a tangent curve concave to the East having a radius of 114.50 feet; thence

Southerly, 34.24 feet along said tangent curve through a central angle of 17°08'01" to the beginning of a reverse curve concave to the West having a radius of 110.50 feet with center point bearing North 73°33'17" West; thence

Southerly, 38.24 feet along said reverse curve through a central angle of 19°49'44" to a point on said South line; thence

South 88°57'10" East, 2.64 feet along said South line to the **POINT of BEGINNING**.

For the purpose of this description the East line of said Lot 11 is taken to be a line 25.00 feet West of and parallel with the East line of the Southeast quarter of the Southeast quarter of said Section 6.

Containing an area of 1,575.5 square feet, more or less.



EXHIBIT C



Guarantee No.:	CTG-8001979
----------------	-------------

**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.

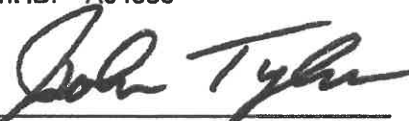
SCHEDULE A

**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.

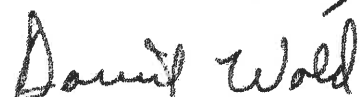
Issued By:

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 55402
(612) 471-1111

By  President
Agent  Secretary

Condition of Title Guarantee SCHEDULE A

Order No.: P-325481
Guarantee No.: CTG-8001979
Date of Guarantee: April 16, 2019 at 7:30AM
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:

Augustin Cardenas, a single man

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.

NOTE: (For proration purposes only)

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

1st Installment:	\$1,038.03	PAID
2nd Installment:	\$1,038.03	PAID
Parcel Number:	013-100-004-000	
Code Area:	001-029	
Land Value:	\$51,936.00	
Improvements:	\$129,708.00	
Exemption:	\$0.00	

2. 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.
3. Rights of the public and of the County of Tulare, as to that portion of the herein described property lying within Road 80 (also known as North Alta Avenue), a public road.
4. An easement over said land for an irrigating ditch, not to exceed 25 feet in width and incidental purposes, as reserved by The 76 Land and Water Company, in deed recorded March 1, 1904, (book) 116 of Deeds, (page) 450, Official Records.

Affects: said land; the exact location of said easement is not described of record.

No representation is made as to the current ownership of said easement.

[Document Link](#)

5. Terms, conditions and provisions contained in the Long-Term Deferred Improvement Agreement, recorded October 24, 1991, as (instrument) 91-73187, Official Records.
6. The fact that said land is included within a project area of the Dinuba Redevelopment Agency, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the Redevelopment Plan), as disclosed by Statement of Commencement of Redevelopment Activities recorded July 21, 1995, Instrument No. 95-046368, Official Records.
[Document Link](#)
7. An "Irrevocable Offer to Dedicate" affecting a portion of said land for Public Road and incidental purposes, in favor of the County of Tulare, in a document recorded January 16, 1992, (instrument) 92-003036, Official Records.

Affects: the East 2 feet of said land.

[Document Link](#)

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

APN: Placer Title
Address: 013-100-00-4000 (Portion)
42435 Road 80
Dinuba, CA 93618

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Agustin Cardenas, a single man, GRANTS 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: 11/15/2019

GRANTOR:



Agustin Cardenas

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 November 15, 2019 before me, Daryl L. Balch, Notary Public,
(insert name and title of the officer)

personally appeared Agustin Cardenas - - - - -,
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.

Signature  (Seal)



EXHIBIT "A"

Public Street & Utility Easement
APN 013-100-004 (PORTION)

All that portion of the East 180.00 feet of the North half of the South half of Lot 11 of the Map of Bella Vista Colony, according to the map thereof recorded in Volume 2 of Maps at Page 93, Tulare County Records, being a portion of the Southeast quarter of the Southeast quarter of Section 6, 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:

BEGINNING at the intersection of the West line of the Grant Deed recorded January 2, 1953 in Volume 1640 at Page 252, Official Records Tulare County with the South line of the Grant Deed recorded March 1, 2002 as Document No. 2002-0015595, Official Records Tulare County, said intersection also being the Northeast corner of Parcel 1 of Parcel Map No. 3574, according to the map thereof recorded in Book 36 of Parcel Maps at Page 77, Tulare County Records and a point on a line 40.00 West of and parallel with the East line of the Southeast quarter of the Southeast quarter of said Section 6; thence

North 0°41'18" East, 165.43 feet along said West line and said parallel line to a point on the North line of said Grant Deed per Document No. 2002-0015595, said point also being a point on the North line of the South half of said Lot 11; thence

North 88°57'34" West, 9.50 feet along said North line to a point on a line 9.50 feet West of and parallel with said West line; thence

South 0°41'18" West, 12.94 feet along said parallel line to the beginning of a tangent curve concave to the West having a radius of 199.00 feet; thence

Southerly, 24.39 feet along said tangent curve through a central angle of 7°01'18" to the beginning of a reverse curve concave to the East having a radius of 201.00 feet with center point bearing South 82°17'24" East; thence

Southerly, 24.63 feet along said reverse curve through a central angle of 7°01'18" to a point on a line 12.50 feet West of and parallel with said West line; thence

South 0°41'18" West, 32.15 feet along a line tangent to last said reverse curve and along said parallel line to the beginning of a tangent curve concave to the East having a radius of 114.50 feet; thence

Southerly, 34.24 feet along said tangent curve through a central angle of 17°08'01" to the beginning of a reverse curve concave to the West having a radius of 110.50 feet with center point bearing North 73°33'17" West; thence

Southerly, 38.24 feet along said reverse curve through a central angle of 19°49'44" to a point on said South line; thence

South 88°57'10" East, 2.64 feet along said South line to the **POINT of BEGINNING**.

For the purpose of this description the East line of said Lot 11 is taken to be a line 25.00 feet West of and parallel with the East line of the Southeast quarter of the Southeast quarter of said Section 6.

Containing an area of 1,575.5 square feet, more or less.





EAST QUARTER CORNER SECTION 6,
T.16S., R.24E., M.D.B.&M.

NOTE

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

DOC. NO. 2007-0044345
O.R.T.C.

NORTHEAST CORNER
OF THE SOUTH
HALF OF LOT 11

SCALE: 1" = 60'
0' 30' 60'

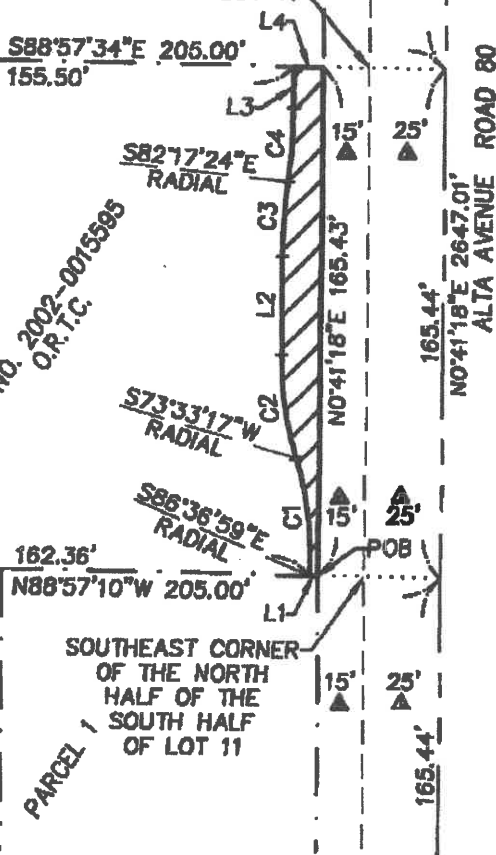
LINE TABLE		
LINE	BEARING	DISTANCE
L1	S88°57'10"E	2.64'
L2	S0°41'18"W	32.15'
L3	S0°41'18"W	12.94'
L4	N88°57'34"W	9.50'

LOT 11
BELLA VISTA COLONY
VOLUME 2 OF MAPS AT PAGE 93
T.C.R.

DOC. NO. 2001-0097983
O.R.T.C.

DOC. NO. 2002-0015585
O.R.T.C.

PARCEL 4
PARCEL 3
PARCEL MAP NO. 3574
BOOK 36, PAGE 77, T.C.R.
PARCEL 2



LEGEND



T.C.R.
O.R.T.C.
POB



AREA TO BE GRANTED FOR PUBLIC STREET
AND UTILITY EASEMENT PURPOSES,
AREA = 1,575.5 SQUARE FEET, MORE OR LESS
TULARE COUNTY RECORDS

OFFICIAL RECORDS TULARE COUNTY
POINT OF BEGINNING

PREVIOUSLY DEDICATED FOR PUBLIC STREET PURPOSES
PER MAP OF BELLA VISTA COLONY RECORDED IN
VOLUME 2 OF MAPS AT PAGE 93, T.C.R.

PREVIOUSLY GRANTED FOR PUBLIC STREET PURPOSES
PER DEED RECORDED JANUARY 2, 1953, IN VOLUME
1640 AT PAGE 252, O.R.T.C.

PREVIOUSLY GRANTED FOR PUBLIC STREET PURPOSES
PER DEED RECORDED MARCH 19, 1953, IN VOLUME 1661
AT PAGE 589, O.R.T.C.

SOUTHEAST CORNER SECTION 6,
T.16S., R.24E., M.D.B.&M.

NEBRASKA AVENUE AVENUE 424

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH
C1	110.50'	19°49'44"	38.24'
C2	114.50'	17°08'01"	34.24'
C3	201.00'	7°01'18"	24.63'
C4	199.00'	7°01'18"	24.39'



**Yamabe & Horn
Engineering, Inc.**

CIVIL ENGINEERS • LAND SURVEYORS

2905 N. BURL AVENUE SUITE 101 FRESNO, CA 93727
TEL (559) 244-3123 WEBSITE YANDHENG.COM

Ref. & Rev.

CITY OF DINUBA

EXHIBIT "B"
APN 013-100-004 (PORTION)
PUBLIC STREET &
UTILITY EASEMENT

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

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 Fadhle Naig Moshin and Najah A. Alhasani, husband and wife, and Fadhle Naig Moshin, as Custodian under the California Uniform Transfers to Minors Act for Mahamed Nasser Ali, a minor, all as joint tenants, ("Seller"), pursuant to the following recitals:

RECITALS:

A. WHEREAS, Seller owns certain real property at the northwest corner of Alta and Nebraska Avenues, in the City of Dinuba, County of Tulare, State of California.

B. WHEREAS, Buyer desires to acquire, more particularly described below an area totaling 8,785 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 8,785 square feet, located at the northwest corner of Alta and Nebraska Avenues, in the City of Dinuba, California. This is a portion of Tulare County Assessor's Parcel Nos. 013-100-00-5000/6000/7000 and 8000 as more particularly described in Exhibit "A" and depicted in Exhibit "B" attached hereto (the "Property").

2. Purchase Price. The purchase price to be paid by Buyer for the Property shall be Thirty-Five Thousand Five Hundred and 00/100 Dollars (\$35,500.00) (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, 5, 6, 7, 8, and 9 of the Condition of Title Guarantee No. CTG-8001992, issued by Old Republic National Title Insurance Company on April 16, 2019. A copy of pages 1 through 5 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.
- 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.
- 6.7 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: Fadhle Naig Mohsin
1665 E. Monte Way
Dinuba, CA 93618

Telephone:

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. Other Provisions. At no expense to Seller, Buyer will install two 2-inch water lines and a 6-inch sewer line stubbed to new property line of the remaining property at locations jointly agreed to by Seller and Buyer. A 30-foot drive approach will also be installed along the Nebraska frontage.

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

BUYER:
City of Dinuba

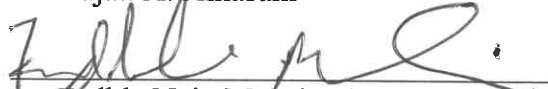
By _____

Dated: _____, 2019

SELLER:


Fadhle Naig Mohsin


Najah A. Alhasani


Fadhle Naig Mohsin, Custodian for
Mahamed Nasser Ali

Dated: 4/15/19, 2019

EXHIBIT "A"

Public Street & Utility Easement
APN 013-100-005-008 (PORTION)

All that portion of Parcels 1 through 4 of Parcel Map No. 3574, according to the map thereof recorded in Book 36 of Parcel Maps at Page 77, Tulare County Records, being a portion of the Southeast quarter of the Southeast quarter of Section 6, 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:

BEGINNING at the Northwest corner of the Grant Deed recorded December 16, 1987 as Instrument No. 72193 in Book 4649 at Page 328, Official Records Tulare County, said Northwest corner also being a point on the West line of said Parcel 4, said point also being North 0°41'18" East, 30.00 feet from the Southwest corner of said Parcel 4; thence North 0°41'18" East, 18.00 feet along said West line to a point on a line 43.00 feet North of and parallel with the South line of the Southeast quarter of the Southeast quarter of said Section 6; thence South 88°56'46" East, 213.52 feet along said parallel line to the beginning of a tangent curve concave to the North having a radius of 50.00 feet; thence Easterly, 11.11 feet along said tangent curve through a central angle of 12°44'01" to the beginning of a compound curve concave to the Northwest having a radius of 85.50 feet with center point bearing North 11°40'48" West; thence Northeasterly, 72.21 feet along said compound curve through a central angle of 48°23'26"; thence North 29°55'47" East, 28.81 feet along a line tangent to last said curve to the beginning of a tangent curve concave to the Northwest having a radius of 110.50 feet; thence Northeasterly, 51.20 feet along said tangent curve through a central angle of 26°32'45" to a point on the North line of said Parcel 1; thence South 88°57'10" East, 2.64 feet along said North line to the Northeast corner of said Parcel 1; thence South 0°41'18" West, 140.43 feet along the East line of said Parcel 1 to the Northeast corner of said Grant Deed per Instrument No. 72193, said Northeast corner also being the beginning of a tangent curve concave to the Northwest having a radius of 10.00 feet; thence Southerly, Southwesterly and Westerly, 15.77 feet along the North line of said Grant Deed per Instrument No. 72193 and said tangent curve through a central angle of 90°21'55" to a point on a line 30.00 feet North of and parallel with the South line of the Southeast quarter of the Southeast quarter of said Section 6; thence North 88°56'46" West, 301.44 along said North line and said parallel line to the **POINT of BEGINNING**.

For the purpose of this description the South line of said Grant Deed per Instrument No. 72193 is taken to be a line 25.00 feet North of and parallel with the South line of the Southeast quarter of the Southeast quarter of said Section 6 and the East line of said Parcel 1 is taken to be a line 40.00 feet West of and parallel with the East line of the Southeast quarter of the Southeast quarter of said Section 6.

Containing an area of 8,785 square feet, more or less.



EAST QUARTER CORNER SECTION 6,
T.16S., R.24E., M.D.B.&M.



SCALE: 1" = 60'
0' 30' 60'

LOT 11
BELLA VISTA COLONY
VOLUME 2 OF MAPS AT PAGE 93
T.C.R.

DOC. NO. 2002-0015595
O.R.T.C.

DOC. NO. 2001-0097983
O.R.T.C.

SOUTHWEST
CORNER OF
PARCEL 4

POB

957.64'

SOUTHWEST CORNER OF
SOUTHEAST QUARTER OF
SOUTHEAST QUARTER OF
SECTION 6, T.16S., R.24E., M.D.B.&M.

PARCEL 4

PARCEL 3

PARCEL 2

PARCEL 1

NEBRASKA AVENUE AVENUE 424

SOUTHEAST CORNER SECTION 6,
T.16S., R.24E., M.D.B.&M.

ALTA AVENUE ROAD 80

LEGEND



AREA TO BE GRANTED FOR PUBLIC STREET
AND UTILITY EASEMENT PURPOSES,
AREA = 8,785 SQUARE FEET, MORE OR LESS
TULARE COUNTY RECORDS

T.C.R.

O.R.T.C.

POB



PREVIOUSLY DEDICATED FOR PUBLIC STREET PURPOSES
PER MAP OF BELLA VISTA COLONY RECORDED IN
VOLUME 2 OF MAPS AT PAGE 93, T.C.R.



PREVIOUSLY GRANTED FOR PUBLIC STREET PURPOSES
PER DEED RECORDED AUGUST 9, 1905, IN VOLUME 8 AT
PAGE 167, O.R.T.C.



PREVIOUSLY GRANTED FOR PUBLIC STREET PURPOSES
PER DEED RECORDED JANUARY 2, 1953, IN VOLUME
1640 AT PAGE 252, O.R.T.C.



PREVIOUSLY GRANTED FOR PUBLIC STREET PURPOSES
PER DEED RECORDED IN VOLUME 4649 AT PAGE 328,
O.R.T.C.

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH
C1	50.00'	12°44'01"	11.11'
C2	85.50'	48°23'26"	72.21'
C3	110.50'	26°32'45"	51.20'
C4	10.00'	90°21'55"	15.77'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N0°41'18"E	18.00'
L2	N29°55'47"E	28.81'
L3	S88°57'10"E	2.64'

NOTE

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



**Yamabe & Horn
Engineering, Inc.**

CIVIL ENGINEERS • LAND SURVEYORS

2985 N. BURL AVENUE SUITE 101 FRESNO, CA 93727
TEL (559) 244-3123 WEBSITE YANDHENG.COM

Ref. & Rev.

CITY OF DINUBA

EXHIBIT "B"

APN 013-100-005 (PORTION)
APN 013-100-006 (PORTION)
APN 013-100-007 (PORTION)
APN 013-100-008 (PORTION)
PUBLIC STREET &
UTILITY EASEMENT

Dr. By: RBW

Ch. By: WWT

Date: 4/17/2019

YH Job No. 17-395

Sheet No. 1

of 1 Sheets

EXHIBIT C



Guarantee No.:	CTG-8001982
----------------	-------------

**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.

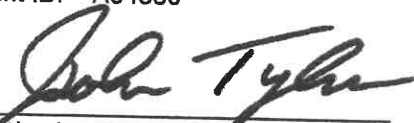
SCHEDULE A

**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) 471-1111

By  President
 Secretary

Condition of Title Guarantee SCHEDULE A

Order No.: P-325472
Guarantee No.: CTG-8001982
Date of Guarantee: April 16, 2019 at 7:30AM
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:

Fadhle Naig Mohsin and Najah A. Alhasani, husband and wife, and Fadhle Naig Mohsin, as Custodian under the California Uniform Transfers to Minors Act for Mahamed Nasser Ali, a minor, by deed which recites 'all as joint tenants'

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

Land Value: \$44,373.00
Improvements: \$0.00
Exemption: \$0.00

2. 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.
3. Any taxes or assessments levied by:
 - A. Alta Irrigation District
4. Rights of the public and of the County of Tulare, as to that portion of the herein described property lying within Nebraska Avenue (Avenue 424) and Alta Avenue (Road 80), public roads.
5. An easement over said land for an irrigating ditch, not to exceed 25 feet in width and incidental purposes, as reserved by The 76 Land and Water Company, in deed recorded March 1, 1904, (book) 116 of Deeds, (page) 450, Official Records.

Affects: the exact location of said easement is not described of record.

No representation is made as to the current ownership of said easement.

[Document Link](#)

6. Easements and/or notes as shown on the Survey Map filed March 25, 1987, in (book) 15 of Licensed Surveys, at (page) 75.
[Document Link](#)
7. An easement over said land for public road and incidental purposes, granted to the County of Tulare, in deed recorded December 16, 1987, (instrument) 72193 (book) 4649 (page) 328, Official Records.

Affects: the Southerly portion of said land, as described therein

No representation is made as to the current ownership of said easement.

[Document Link](#)

8. The fact that said land is included within a project area of the Dinuba Redevelopment Agency, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the Redevelopment Plan), as disclosed by Statement of Commencement of Redevelopment Activities recorded July 21, 1995, Instrument No. 95-046368, Official Records, and by various documents of record.

[Document Link](#)

9. Provisions and conditions set forth in the "NOTES" of the following map:
Parcel Map filed for record January 4, 1988 in Book 36 of Parcel Maps, at Page 77, Tulare County Records.

Reference is made to a copy of said map for further particulars.

[Document Link](#)

10. Rights of tenants in possession, including any unrecorded leases and/or subleases affecting the herein described property.

EXHIBIT "A" – LEGAL DESCRIPTION

The land described herein is situated in the State of California, County of Tulare, City of Dinuba, described as follows:

That portion of Lot 11 of Bella Vista Colony per Map recorded in Book 2, Page 93 of Maps, Tulare County Records, more particularly described as:

Parcel Nos. 1, 2, 3 and 4 of Parcel Map 3674, recorded in Book 36, Page 77 of Parcel Maps, Tulare County Records.

APN: 013-100-005, 013-100-006, 013-100-007 & 013-100-008

● ***** **END OF LEGAL DESCRIPTION** *****

Note: For informational purposes only, for which the Company assumes no liability for any inaccuracies or omissions, the purported street address and assessor's parcel number of said Land as determined from the latest county assessor's roll is:

Job 17-395, No Site Address, Dinuba, CA 93618

APN: 013-100-005, 013-100-006, 013-100-007 & 013-100-008

No inspection of said Land has been made, and no assurances are hereby given or implied as to the location of the Land herein described.

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.

NOTE: (For proration purposes only)

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

1st Installment:	\$179.29	PAID
2nd Installment:	\$179.29	PAID
Parcel Number:	013-100-005-000	
Code Area:	001-019	
Land Value:	\$31,385.00	
Improvements:	\$0.00	
Exemption:	\$0.00	

NOTE: (For proration purposes only)

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

1st Installment:	\$176.22	PAID
2nd Installment:	\$176.22	PAID
Parcel Number:	013-100-006-000	
Code Area:	001-029	
Land Value:	\$30,844.00	
Improvements:	\$0.00	
Exemption:	\$0.00	

NOTE: (For proration purposes only)

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

1st Installment:	\$176.22	PAID
2nd Installment:	\$176.22	PAID
Parcel Number:	013-100-007-000	
Code Area:	001-029	
Land Value:	\$30,844.00	
Improvements:	\$0.00	
Exemption:	\$0.00	

NOTE: (For proration purposes only)

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

1st Installment:	\$253.54	PAID
2nd Installment:	\$253.54	PAID
Parcel Number:	013-100-008-000	
Code Area:	001-029	

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

APN:	Placer Title	SPACE ABOVE THIS LINE FOR RECORDER'S USE
Address:	013-100-00-5000/6000/7000 & 8000 (Portions)	
	NWC Alta and Nebraska Avenues	
	Dinuba, CA 93618	

DEED OF EASEMENT

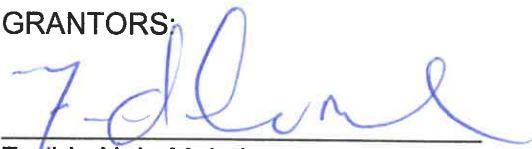
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Fadhle Naig Mohsin and Najah A. Alhasani, husband and wife, and Fadhle Naig Mohsin, as Custodian under the California Uniform Transfers to Minors Act for Mahamed Nasser Ali, a minor, all as joint tenants, 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: November 15, 2019

GRANTORS:


Fadhle Naig Mohsin


Najah A. Alhasani


Fadhle Naig Mohsin, Custodian for
Mahamed Nasser Ali

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 November 15, 2019 before me, Daryl L. Balch, Notary Public,
(insert name and title of the officer)

personally appeared Fadhle Naig Mohsin aka Fadle Naig Moshin & Najah A. Alhasani,
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.

Signature  (Seal)



EXHIBIT "A"

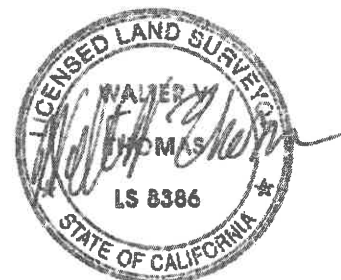
Public Street & Utility Easement
APN 013-100-005-008 (PORTION)

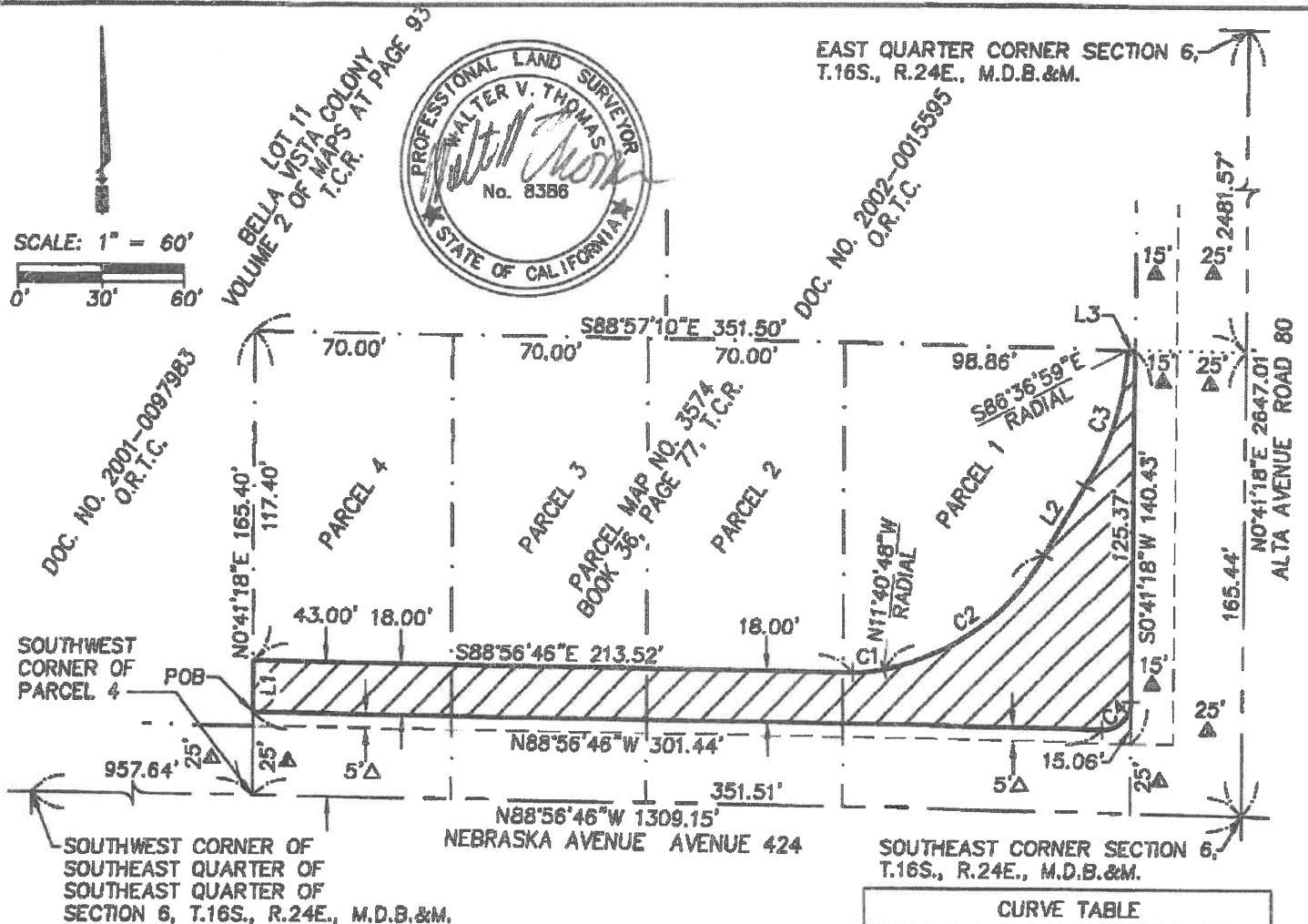
All that portion of Parcels 1 through 4 of Parcel Map No. 3574, according to the map thereof recorded in Book 36 of Parcel Maps at Page 77, Tulare County Records, being a portion of the Southeast quarter of the Southeast quarter of Section 6, Township 16 South, Range 24 East, Mount Diablo Base and Meridian, according to the Official United States Government Township Plat thereof, in the City of Dinuba, County of Tulare, State of California, described as follows:

BEGINNING at the Northwest corner of the Grant Deed recorded December 16, 1987 as Instrument No. 72193 in Book 4649 at Page 328, Official Records Tulare County, said Northwest corner also being a point on the West line of said Parcel 4, said point also being North $0^{\circ}41'18''$ East, 30.00 feet from the Southwest corner of said Parcel 4; thence North $0^{\circ}41'18''$ East, 18.00 feet along said West line to a point on a line 43.00 feet North of and parallel with the South line of the Southeast quarter of the Southeast quarter of said Section 6; thence South $88^{\circ}56'46''$ East, 213.52 feet along said parallel line to the beginning of a tangent curve concave to the North having a radius of 50.00 feet; thence Easterly, 11.11 feet along said tangent curve through a central angle of $12^{\circ}44'01''$ to the beginning of a compound curve concave to the Northwest having a radius of 85.50 feet with center point bearing North $11^{\circ}40'48''$ West; thence Northeasterly, 72.21 feet along said compound curve through a central angle of $48^{\circ}23'26''$; thence North $29^{\circ}55'47''$ East, 28.81 feet along a line tangent to last said curve to the beginning of a tangent curve concave to the Northwest having a radius of 110.50 feet; thence Northeasterly, 51.20 feet along said tangent curve through a central angle of $26^{\circ}32'45''$ to a point on the North line of said Parcel 1; thence South $88^{\circ}57'10''$ East, 2.64 feet along said North line to the Northeast corner of said Parcel 1; thence South $0^{\circ}41'18''$ West, 140.43 feet along the East line of said Parcel 1 to the Northeast corner of said Grant Deed per Instrument No. 72193, said Northeast corner also being the beginning of a tangent curve concave to the Northwest having a radius of 10.00 feet; thence Southerly, Southwesterly and Westerly, 15.77 feet along the North line of said Grant Deed per Instrument No. 72193 and said tangent curve through a central angle of $90^{\circ}21'55''$ to a point on a line 30.00 feet North of and parallel with the South line of the Southeast quarter of the Southeast quarter of said Section 6; thence North $88^{\circ}56'46''$ West, 301.44 along said North line and said parallel line to the **POINT of BEGINNING.**

For the purpose of this description the South line of said Grant Deed per Instrument No. 72193 is taken to be a line 25.00 feet North of and parallel with the South line of the Southeast quarter of the Southeast quarter of said Section 6 and the East line of said Parcel 1 is taken to be a line 40.00 feet West of and parallel with the East line of the Southeast quarter of the Southeast quarter of said Section 6.

Containing an area of 8,785 square feet, more or less.





LEGEND

-  AREA TO BE GRANTED FOR PUBLIC STREET AND UTILITY EASEMENT PURPOSES, AREA = 8,785 SQUARE FEET, MORE OR LESS
- T.C.R. TULARE COUNTY RECORDS
- O.R.T.C. OFFICIAL RECORDS TULARE COUNTY
- POB POINT OF BEGINNING
-  PREVIOUSLY DEDICATED FOR PUBLIC STREET PURPOSES PER MAP OF BELLA VISTA COLONY RECORDED IN VOLUME 2 OF MAPS AT PAGE 93, T.C.R.
-  PREVIOUSLY GRANTED FOR PUBLIC STREET PURPOSES PER DEED RECORDED AUGUST 9, 1905, IN VOLUME 8 AT PAGE 167, O.R.T.C.
-  PREVIOUSLY GRANTED FOR PUBLIC STREET PURPOSES PER DEED RECORDED JANUARY 2, 1953, IN VOLUME 1640 AT PAGE 252, O.R.T.C.
-  PREVIOUSLY GRANTED FOR PUBLIC STREET PURPOSES PER DEED RECORDED IN VOLUME 4649 AT PAGE 328, O.R.T.C.

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	50.00'	12°44'01"	11.11'
C2	85.50'	48°23'26"	72.21'
C3	110.50'	26°32'45"	51.20'
C4	10.00'	90°21'55"	15.77'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N0°41'18"E	18.00'
L2	N29°55'47"E	28.81'
L3	S88°57'10"E	2.64'

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



Yamabe & Horn Engineering, Inc.
CIVIL ENGINEERS • LAND SURVEYORS
2985 N. BURL AVENUE SUITE 101 FRESNO, CA 93727
TEL (559) 244-3123 WEBSITE YANDHENG.COM

Ref. & Rev.	CITY OF DINUBA	
	EXHIBIT "B"	Dr. By: <u>RBW</u>
	APN 013-100-005 (PORTION)	Ch. By: <u>WVT</u>
	APN 013-100-006 (PORTION)	Date: <u>4/17/2019</u>
	APN 013-100-007 (PORTION)	YH Job No. <u>17-395</u>
	APN 013-100-008 (PORTION)	Sheet No. <u>1</u>
	PUBLIC STREET & UTILITY EASEMENT	of <u>1</u> Sheets

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 Francisco J. Morfin, a married man as his sole and separate property ("Seller"), pursuant to the following recitals:

RECITALS:

A. WHEREAS, Seller owns certain real property at 252 E. Nebraska 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 1,621.5 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 1,621.5 square feet, located at 252 E. Nebraska, in the City of Dinuba, California. This is a portion of Tulare County Assessor's Parcel No. 014-072-00-4000 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 Five Thousand, Two Hundred and 00/100 Dollars (\$25,200.00) (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, 5 6 of the Condition of Title Guarantee No. CTG-8001997, issued by Old Republic National Title Insurance Company on April 30, 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.
- 6.7 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: Francisco J. Morfin
330 N. Hayes Avenue
Dinuba, CA 93618

Telephone: 559-859-9208

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.

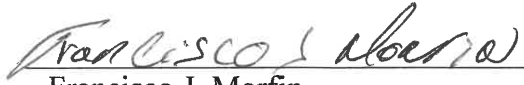
10. Relocation of Iron Fence, Gates and Masonry Columns. It is understood that compensation to Seller includes an amount to pay for the replacement of three masonry columns and relocation of fencing and gates on Seller's remaining land.

11. Connection of Residential Sewer. The City will stub two sewer facilities to the new proposed property line. Seller will be responsible for modifying the existing sewer to connect with the sewer stubs. City sewer connection fees will be waived. A water line connection will also be installed. Seller will allow the City's agents and contractors the right to enter onto Seller's remaining property, if necessary, for purposes of constructing the sewer and water facilities.

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

BUYER:
City of Dinuba

SELLER:


Francisco J. Morfin

By _____

Dated: _____, 2019

Dated: _____, 2019

EXHIBIT "A"

Public Street & Utility Easement
APN 014-072-004 (PORTION)

All that portion of Lot 9 of the Map of Tract No. 131, according to the map thereof recorded in Volume 20 of Maps at Page 27, Tulare County Records, being a portion of the Northwest quarter of Section 8, 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:

BEGINNING at the Northeast corner of said Lot 9; thence South $2^{\circ}24'48''$ West, 14.00 feet along the East line of said Lot 9 to a point on a line 14.00 feet South of and parallel with the North line of said Lot 9; thence North $87^{\circ}35'12''$ West, 102.05 feet at right angles to last said course along said parallel line to the beginning of a tangent curve concave to the North having a radius of 201.00 feet; thence Westerly, 13.97 feet along said tangent curve through a central angle of $3^{\circ}58'52''$ to the West line of said Lot 9; thence North $2^{\circ}24'48''$ East, 13.51 feet along said West line to the Northwest corner of said Lot 9; thence South $87^{\circ}35'12''$ East, 116.00 feet at right angles to last said course along the North line of said Lot 9 to the **POINT of BEGINNING**.

For the purpose of this description the North line of said Lot 9 is taken to be a line 30.00 feet South of and parallel with the North line of the Northwest quarter of said Section 8.

Containing an area of 1,621.5 square feet, more or less.



EXHIBIT C



Guarantee No.:	CTG-8001997
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**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.

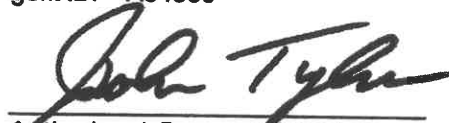
SCHEDULE A

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

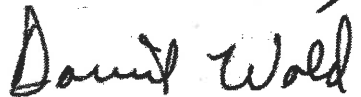
IN WITNESS WHEREOF, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY has caused this Guarantee to be signed and sealed as of the Date of Guarantee shown in Schedule A.

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-325495
Guarantee No.: CTG-8001997
Date of Guarantee: April 30, 2019 at 7:30AM
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:

Francisco J. Morfin, a married man, as his sole and separate property

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

7. Deed of Trust to secure an indebtedness of \$45,000.00, dated April 25, 2010, recorded May 4, 2010, (instrument) 2010-0027260, Official Records.

Trustor: Francisco J. Morfin and Teresa Morfin, husband and wife as joint tenants
Trustee: Chicago Title Company, a California Corporation
Beneficiary: John H Isaak, Trustee of the John H. Isaak Trust, dated March 20, 2005
Loan No.: None Shown
[Document Link](#)

The interest of John H. Isaak, trustee was eliminated by the Affidavit - Death of Trustee, recorded May 07, 2013, as Instrument No. 2013-0028871, Official Records. Said document also states that Donna K. Isaak is the successor trustee.

[Document Link](#)

8. Any interest that Teresa Morfin may have in and to said land as evidenced by their joinder in the execution of the document referenced below.

Document: Deed of Trust

Recorded: May 4, 2010, (instrument) 2010-0027260, Tulare Official Records.

[Document Link](#)

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: \$615.20 Paid
2nd Installment: \$615.20 Paid
Parcel Number: 014-072-004-000
Code Area: 001-018
Land Value: \$45,378.00
Imp. Value: \$62,280.00
Total Value: \$107,658.00
Exemption Amount: \$0.00

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. Dedications as set forth and shown on the official map of said subdivision as follows:
 - a. Utilities over the Southerly 10 feet
[Document Link](#)

5. Covenants, conditions and restrictions as contained in the deed from Eugene A. Berryhill, et al., recorded October 1, 1948, (book) 1307 (page) 299, Official Records.

Note: Section 12956.1 of the Government Code provides the following:

"If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.
[Document Link](#)

6. The fact that said land is included within a project area of the Dinuba Redevelopment Project No. 2, and that proceedings for the redevelopment of said project have been instituted under the redevelopment law, such redevelopment to proceed only after the adoption of the redevelopment (Plan) as disclosed by a document recorded June 29, 1989, as (book) 4853 (page) 620, Official Records.

And as amended by document recorded January 8, 1992, as Instrument No. 92-001249, Official Records.

[Document Link](#)
[Document Link](#)

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

APN: 014-072-00-4000 (Portion)
Address: 252 E. Nebraska Ave.
Dinuba, CA 93618

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Francisco J. Morfin, a married man as his sole and separate property, GRANTS 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: Aug. 28, 2019

GRANTORS:

Francisco J. Morfin
Francisco J. Morfin

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 August 28, 2019 before me, Daryl L. Balch, Notary Public,
(insert name and title of the officer)

personally appeared Francisco J. Morfin,
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.

Signature  (Seal)



EXHIBIT "A"

**Public Street & Utility Easement
APN 014-072-004 (PORTION)**

All that portion of Lot 9 of the Map of Tract No. 131, according to the map thereof recorded in Volume 20 of Maps at Page 27, Tulare County Records, being a portion of the Northwest quarter of Section 8, 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:

BEGINNING at the Northeast corner of said Lot 9; thence
South $2^{\circ}24'48''$ West, 14.00 feet along the East line of said Lot 9 to a point on a line 14.00 feet
South of and parallel with the North line of said Lot 9; thence
North $87^{\circ}35'12''$ West, 102.05 feet at right angles to last said course along said parallel line to
the beginning of a tangent curve concave to the North having a radius of 201.00 feet; thence
Westerly, 13.97 feet along said tangent curve through a central angle of $3^{\circ}58'52''$ to the West
line of said Lot 9; thence
North $2^{\circ}24'48''$ East, 13.51 feet along said West line to the Northwest corner of said
Lot 9; thence
South $87^{\circ}35'12''$ East, 116.00 feet at right angles to last said course along the North line of said
Lot 9 to the **POINT of BEGINNING**.

For the purpose of this description the North line of said Lot 9 is taken to be a line 30.00 feet
South of and parallel with the North line of the Northwest quarter of said Section 8.

Containing an area of 1,621.5 square feet, more or less.



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 Ciro Sandoval and Rose E. Sandoval, husband and wife as joint tenants, ("Seller"), pursuant to the following recitals:

RECITALS:

A. WHEREAS, Seller owns certain real property on the south side of East Nebraska Avenue, east of 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 729.5 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 729.5 square feet, located on the south side of East Nebraska Avenue east of N. Alta Avenue, in the City of Dinuba, California. This is a portion of Tulare County Assessor's Parcel No. 014-072-00-3000 as more particularly described in Exhibit "A" and depicted in Exhibit "B" attached hereto (the "Property").

2. Purchase Price. The purchase price to be paid by Buyer for the Property shall be Four Thousand one hundred and 00/100 Dollars (\$4,100.00) (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, and 3 of the Condition of Title Guarantee No. CTG-8001996, issued by Old Republic National Title Insurance Company on April 30, 2019. A copy of pages 1 through 3 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.
- 6.7 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: Ciro & Rose E. Sandoval
601 E. Sequoia Drive
Dinuba, CA 93618

Telephone: 559-591-2526

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

- 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. Fence Relocation. Buyer will direct its contractor to move the existing fence back to the new right of way line. A driveway approach will be installed in a location requested by the Seller.

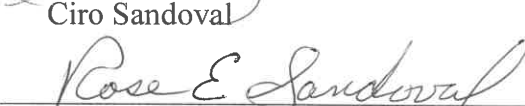
IN WITNESS WHEREOF the Seller and Buyer have signed this Agreement on the dates set forth below.

SELLER:

BUYER:
City of Dinuba

By _____


Ciro Sandoval


Rose E. Sandoval

Dated: _____, 2019

Dated: Oct 9, 2019

EXHIBIT "A"

Public Street & Utility Easement
APN 014-072-003 (PORTION)

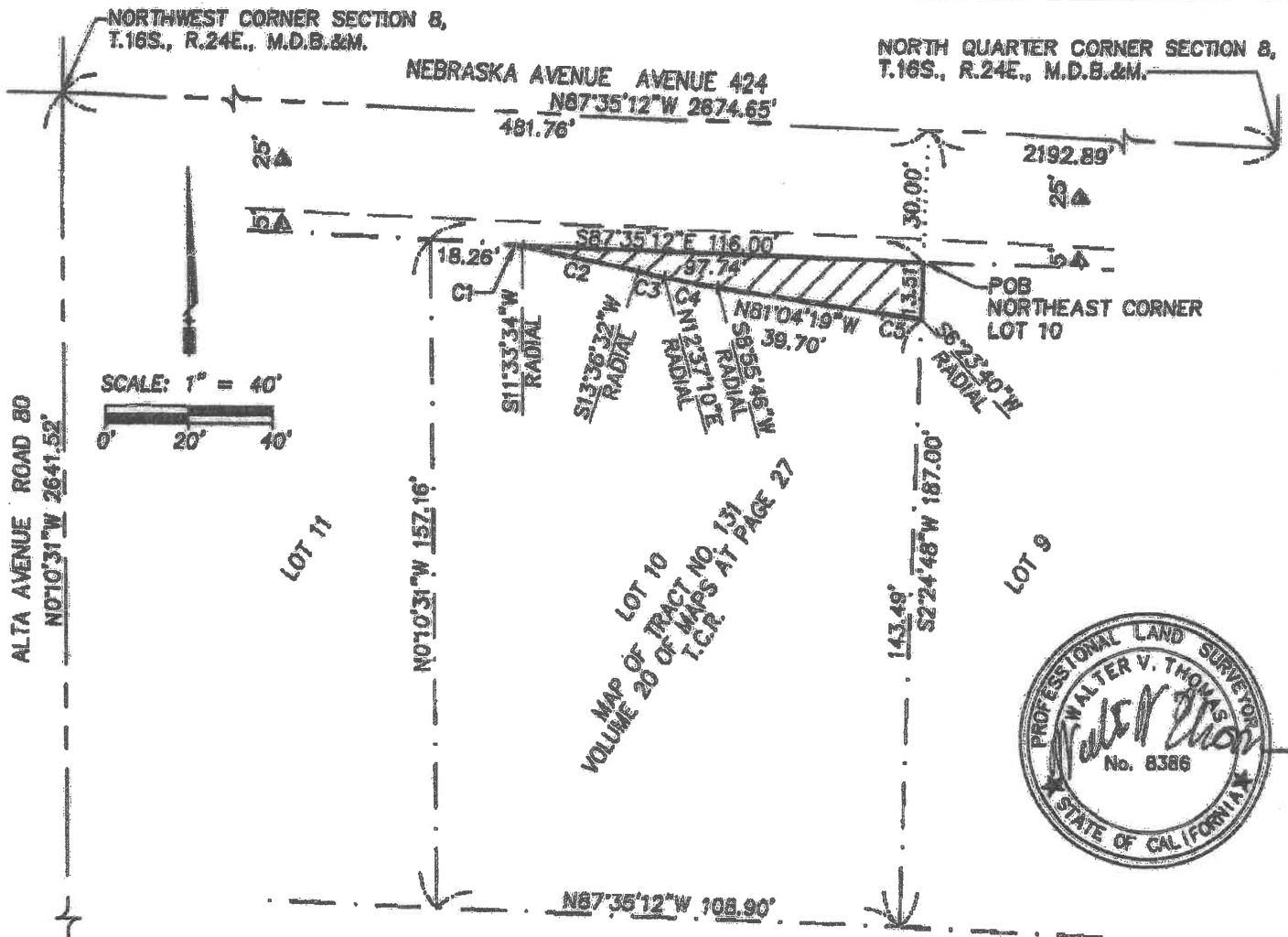
All that portion of Lot 10 of the Map of Tract No. 131, according to the map thereof recorded in Volume 20 of Maps at Page 27, Tulare County Records, being a portion of the Northwest quarter of Section 8, Township 16 South, Range 24 East, Mount Diablo Base and Meridian, according to the Official United States Government Township Plat thereof, in the City of Dinuba, County of Tulare, State of California, described as follows:

BEGINNING at the Northeast corner of said Lot 10; thence South $2^{\circ}24'48''$ West, 13.51 feet along the East line of said Lot 10 to the beginning of a non tangent curve concave to the Northeast having a radius of 201.00 feet and to which beginning of said non-tangent curve a radial line bears South $6^{\circ}23'40''$ West; thence Northwesterly, 8.89 feet along said non-tangent curve through a central angle of $2^{\circ}32'01''$; thence North $81^{\circ}04'19''$ West, 39.70 feet along a line tangent to last said curve to the beginning of a non tangent curve concave to the Northeast having a radius of 201.50 feet and to which beginning of said non-tangent curve a radial line bears South $8^{\circ}55'46''$ West; thence Northwesterly, 12.98 feet along said non-tangent curve through a central angle of $3^{\circ}41'24''$ to the beginning of a compound curve concave to the Northeast having a radius of 359.50 feet with center point bearing North $12^{\circ}37'10''$ East; thence Northwesterly, 6.21 feet along said compound curve through a central angle of $0^{\circ}59'23''$ to the beginning of a reverse curve concave to the Southwest having a radius of 776.50 feet with center point bearing South $13^{\circ}36'32''$ West; thence Northwesterly, 27.78 feet along said reverse curve through a central angle of $2^{\circ}02'58''$ to the beginning of a compound curve concave to the Southwest having a radius of 20.00 feet with center point bearing South $11^{\circ}33'34''$ West; thence Northwesterly, 3.19 feet along said compound curve through a central angle of $9^{\circ}08'46''$ to a point of tangency with the North line of said Lot 10; thence South $87^{\circ}35'12''$ East, 97.74 feet along said North line to the **POINT of BEGINNING**.

For the purpose of this description the North line of said Lot 10 is taken to be a line 30.00 feet South of and parallel with the North line of the Northwest quarter of said Section 8.

Containing an area of 729.5 square feet, more or less.





LEGEND



T.C.R.

POB



AREA TO BE GRANTED FOR PUBLIC STREET AND UTILITY EASEMENT PURPOSES, AREA = 729.5 SQUARE FEET, MORE OR LESS TULARE COUNTY RECORDS

POINT OF BEGINNING

PREVIOUSLY DEDICATED FOR PUBLIC STREET PURPOSES PER DEED RECORDED DECEMBER 10, 1905, IN VOLUME 8 AT PAGE 225, OFFICIAL RECORDS TULARE COUNTY.

PREVIOUSLY DEDICATED FOR PUBLIC STREET PURPOSES PER MAP OF TRACT NO. 131 RECORDED IN VOLUME 20 OF MAPS AT PAGE 27, T.C.R.

NOTE

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

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	20.00'	9°08'46"	3.19'
C2	776.50'	2°02'58"	27.78'
C3	359.50'	0°59'23"	6.21'
C4	201.50'	3°41'24"	12.98'
C5	201.00'	2°32'01"	8.89'



**Yamabe & Horn
Engineering, Inc.**

CIVIL ENGINEERS • LAND SURVEYORS

2985 N. BURL AVENUE SUITE 101 FRESNO, CA 93727
TEL (559) 244-3123 WEBSITE YANDHENG.COM

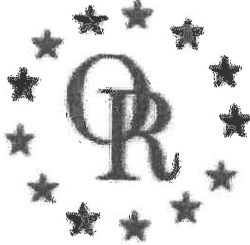
Ref. & Rev.

CITY OF DINUBA

EXHIBIT "B"
APN 014-072-003 (PORTION)
PUBLIC STREET &
UTILITY EASEMENT

Dr. By: RBW
Ch. By: WVT
Date: 4/16/2019
VH Job No. 17-395
Sheet No. 1
of 1 Sheets

EXHIBIT C



Guarantee No.:	CTG-8001996
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**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.

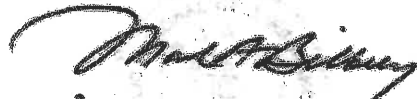
Issued By:

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-325492
Guarantee No.: CTG-8001996
Date of Guarantee: April 30, 2019 at 7:30AM
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:

Ciro Sandoval and Rose E. Sandoval, husband and wife, as joint tenants

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: \$76.82 Paid
2nd Installment: \$76.82 Paid
Parcel Number: 014-072-003-000
Code Area: 001-018
Land Value: \$13,457.00
Imp. Value: \$0.00
Total Value: \$13,457.00
Exemption Amount: \$0.00

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. Dedications as set forth and shown on the official map of said subdivision as follows:

a. Utilities over the Southerly 10 feet
[Document Link](#)

5. Covenants, conditions and restrictions as contained in the deed from Eugene A. Berryhill, et al., recorded October 1, 1948, (book) 1307 (page) 299, Official Records.

Note: Section 12956.1 of the Government Code provides the following:

"If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

[Document Link](#)

6. The fact that said land is included within a project area of the Dinuba Redevelopment Project No. 2, and that proceedings for the redevelopment of said project have been instituted under the redevelopment law, such redevelopment to proceed only after the adoption of the redevelopment (Plan) as disclosed by a document recorded June 29, 1989, as (book) 4853 (page) 620, Official Records.

And as amended by document recorded January 8, 1992, as Instrument No. 92-001249, Official Records.

[Document Link](#)

[Document Link](#)

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
APN: 014-072-00-3000 (Portion)
Address: East Nebraska Avenue
Dinuba, CA 93618

SPACE ABOVE THIS LINE FOR RECORDER'S USE

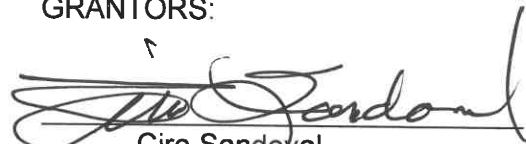
DEED OF EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Ciro Sandoval and Rose E. Sandoval, husband and wife as joint tenants, 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: 10-8-2019

GRANTORS:


Ciro Sandoval


Rose E. Sandoval

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 October 8th, 2019 before me, Christian Sixto Villanueva, Notary Public
(insert name and title of the officer)

personally appeared Ciro Sandoval & Rose E. Sandoval,
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.

Signature Christian Sixto Villanueva (Seal)

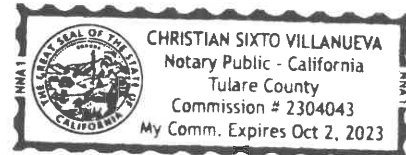


EXHIBIT "A"

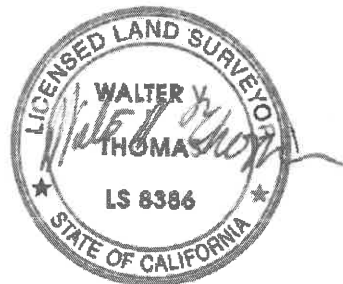
Public Street & Utility Easement
APN 014-072-003 (PORTION)

All that portion of Lot 10 of the Map of Tract No. 131, according to the map thereof recorded in Volume 20 of Maps at Page 27, Tulare County Records, being a portion of the Northwest quarter of Section 8, 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:

BEGINNING at the Northeast corner of said Lot 10; thence South 2°24'48" West, 13.51 feet along the East line of said Lot 10 to the beginning of a non tangent curve concave to the Northeast having a radius of 201.00 feet and to which beginning of said non-tangent curve a radial line bears South 6°23'40" West; thence Northwesterly, 8.89 feet along said non-tangent curve through a central angle of 2°32'01"; thence North 81°04'19" West, 39.70 feet along a line tangent to last said curve to the beginning of a non tangent curve concave to the Northeast having a radius of 201.50 feet and to which beginning of said non-tangent curve a radial line bears South 8°55'46" West; thence Northwesterly, 12.98 feet along said non-tangent curve through a central angle of 3°41'24" to the beginning of a compound curve concave to the Northeast having a radius of 359.50 feet with center point bearing North 12°37'10" East; thence Northwesterly, 6.21 feet along said compound curve through a central angle of 0°59'23" to the beginning of a reverse curve concave to the Southwest having a radius of 776.50 feet with center point bearing South 13°36'32" West; thence Northwesterly, 27.78 feet along said reverse curve through a central angle of 2°02'58" to the beginning of a compound curve concave to the Southwest having a radius of 20.00 feet with center point bearing South 11°33'34" West; thence Northwesterly, 3.19 feet along said compound curve through a central angle of 9°08'46" to a point of tangency with the North line of said Lot 10; thence South 87°35'12" East, 97.74 feet along said North line to the **POINT of BEGINNING**.

For the purpose of this description the North line of said Lot 10 is taken to be a line 30.00 feet South of and parallel with the North line of the Northwest quarter of said Section 8.

Containing an area of 729.5 square feet, more or less.



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 Reyna E. Rivera, a single woman, and Emilio Camacho Rivera, a single man, as Joint Tenants, ("Seller"), pursuant to the following recitals:

RECITALS:

A. WHEREAS, Seller owns certain real property at 1590 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 1,140 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 1,140 square feet, located at 1590 N. Alta Avenue, in the City of Dinuba, California. This is a portion of Tulare County Assessor's Parcel No. 014-071-00-3000 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 Thirteen Thousand, Six Hundred and 00/100 Dollars (\$13,600.00) (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 5 of the Condition of Title Guarantee No. CTG-8001967, issued by Old Republic National Title Insurance Company on April 12, 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.
- 6.7 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: Reyna E. Rivera and
Emilio Camacho Rivera
1590 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. Relocation of Wrought Iron Fence. It is understood that compensation is provided to Seller to pay for the relocation of 88 linear feet of wrought iron fence to Seller's remaining land.
11. Connection of Residential Sewer. The City will stub sewer facilities to the new proposed property line. It will be the Seller's responsibility to connect to the new stub by modifying the Seller's existing private sewer line. City connection fees will be waived. Seller will allow the City's agents and contractors the right to enter onto Seller's remaining property, if necessary, during construction of the sewer stub.

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

BUYER:
City of Dinuba

SELLER:


Reyna E. Rivera

By _____


Emilio Camacho Rivera

Dated: _____, 2019

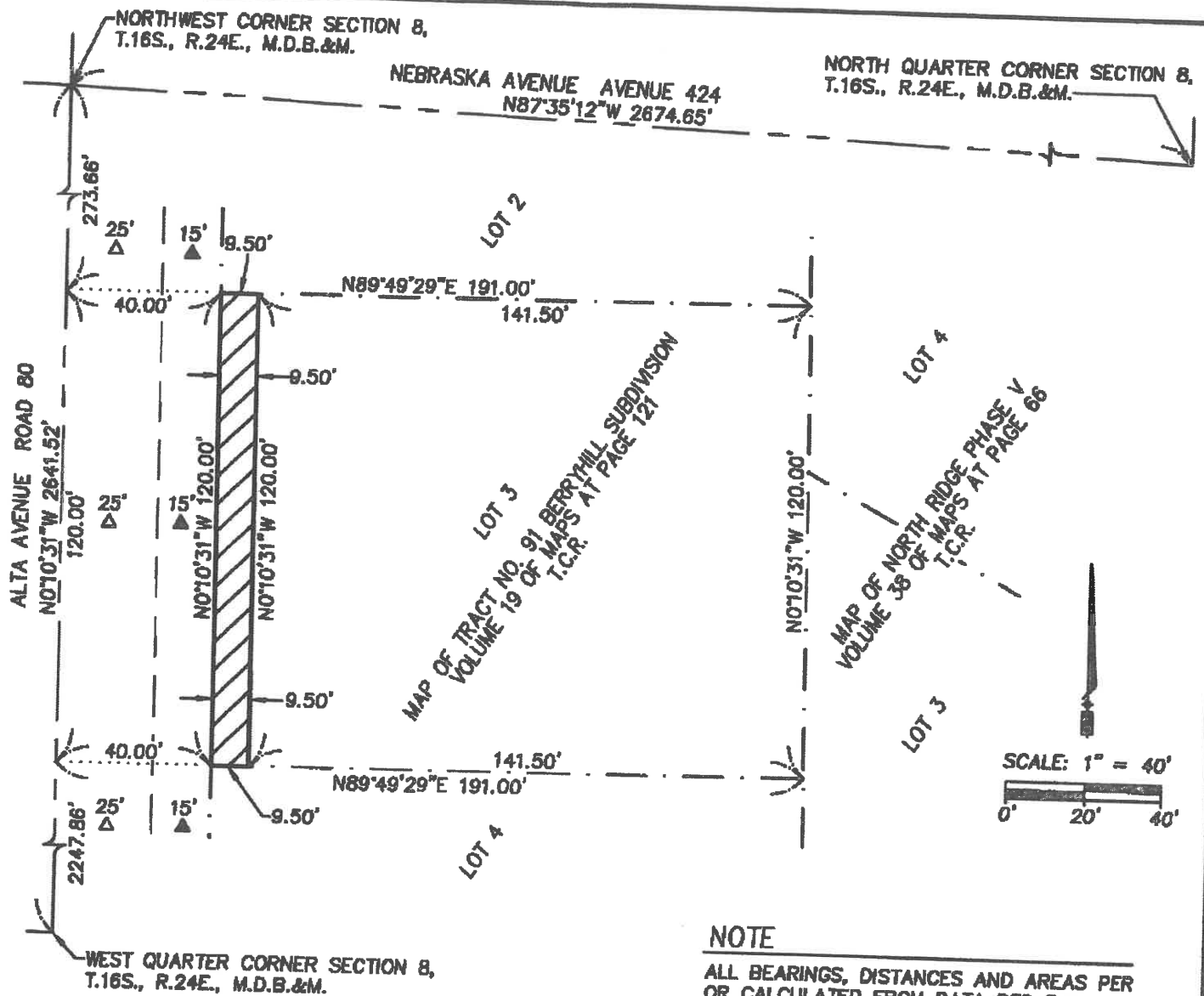
Dated: 1/4, 2019

EXHIBIT "A"

Public Street & Utility Easement
APN 014-071-003 (PORTION)

The West 9.50 feet of Lot 3 of the Map of Tract No. 91 Berryhill Subdivision, according to the map thereof recorded in Volume 19 of Maps at Page 121, Tulare County Records, in the City of Dinuba, County of Tulare, State of California.





SCALE: 1" = 40'

NOTE

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

LEGEND



T.C.R.
POB



AREA TO BE GRANTED FOR PUBLIC STREET AND UTILITY EASEMENT PURPOSES.
AREA = 1,140 SQUARE FEET, MORE OR LESS
TULARE COUNTY RECORDS

POINT OF BEGINNING

PREVIOUSLY DEDICATED FOR PUBLIC STREET PURPOSES
PER MAP OF TRACT NO. 91 BERRYHILL SUBDIVISION
RECORDED IN VOLUME 19 OF MAPS AT PAGE 121, T.C.R.

PREVIOUSLY DEDICATED FOR PUBLIC STREET PURPOSES
PER DEED RECORDED JANUARY 6, 1900, IN VOLUME 6
AT PAGE 347, OFFICIAL RECORDS TULARE COUNTY.



**Yamabe & Horn
Engineering, Inc.**

CIVIL ENGINEERS • LAND SURVEYORS

2985 N. BURL AVENUE SUITE 101 FRESNO, CA 93727
TEL (559) 244-3123 WEBSITE YANDHENG.COM

Ref. & Rev.

CITY OF DINUBA

EXHIBIT "B"
APN 014-071-003 (PORTION)
PUBLIC STREET &
UTILITY EASEMENT

Dr. By: RBW
Ch. By: WVT
Date: 4/16/2019
YH Job No. 17-395
Sheet No. 1
of 1 Sheets

EXHIBIT C



Guarantee No.: CTG-8001967

**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.

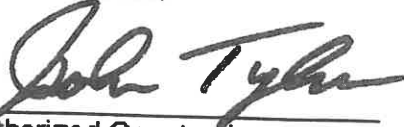
SCHEDULE A

**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.

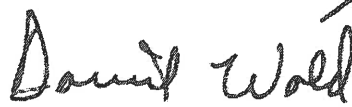
Issued By:

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) 471-1111

By  President
And  Secretary

Condition of Title Guarantee SCHEDULE A

Order No.: P-325448
Guarantee No.: CTG-8001967
Date of Guarantee: April 12, 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:

Reyna E. Rivera, a single woman and Emilio Camacho Rivera, a single man, as joint tenants

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. 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.

NOTE: (For proration purposes only)

Taxes, special and general, assessment districts and service areas for the Fiscal Year 2011:

1st Installment:	\$769.84	PAID
2nd Installment:	\$769.84	PAID
Parcel Number:	014-071-003-000	
Code Area:	001-017	
Land Value:	\$51,670.00	
Improvements:	\$90,053.00	
Exemption:	\$7,000.00	

3. Rights of the public and of the City of Dinuba and County of Tulare, as to that portion of the herein described property lying within North Alta Avenue, a public road.
4. Easements and Right of Ways as shown on the official map of Berryhill Subdivision as follows:

a. Westly 15 feet Offered for Dedication
[Document Link](#)

5. The herein land lies within the Dinbua Redevelopment Project No. 2 Redevelopment Project, pursuant and subject to all terms, conditions and provisions hereof, as contained in the Redevelopment Plan recorded June 19, 1989, 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 Record
[Document Link](#)

6. Deed of Trust to secure an indebtedness of \$95,527.00, dated April 25, 1995, recorded April 28, 1995, (instrument) 95-027871, Official Records.

Trustor: Tomas Rivera and Reyna Camacho Rivera, husband and wife and Xiomara E. Ayala, a single woman, as joint tenants
Trustee: Commerce Securities Corp
Beneficiary: Valleywide Bank
Loan No.: 13092419
[Document Link](#)

The Beneficial Interest under said Deed of Trust was assigned of record to Bank United, by assignment, recorded October 15, 1998, (instrument) 1998-0077816, Official Records.
[Document Link](#)

The effect of an assignment of Beneficial Interest under said Deed of Trust from Washington Mutual Bank, F/K/A Washington Mutual Bank, FA by merger to Washington Mutual Home Loans, Inc. successor by merger to Fleet Mortgage Corp. was assigned of record to Wells Fargo Bank, N.A., a California Corporation, by assignment, recorded January 8, 2007, (instrument) 2007-0002501, Official Records.

At the time of recordation said assignor held no record beneficial interest in and to said deed of trust.

[Document Link](#)

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
APN: 014-071-00-3000 (Portion)
Address: 1590 N. Alta Ave.
Dinuba, CA 93618

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Reyna E. Rivera, a single woman, and Emilio Camacho Rivera, as single man, as joint tenants, 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: 9/4/2019

GRANTORS:



Reyna E. Rivera



Emilio Camacho Rivera

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 September 4, 2019 before me, Daryl L. Balch, Notary Public,
(insert name and title of the officer)

personally appeared Reyna E. Rivera and Emilio Camacho Rivera - - - - -,
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.

Signature

Daryl L. Balch

(Seal)

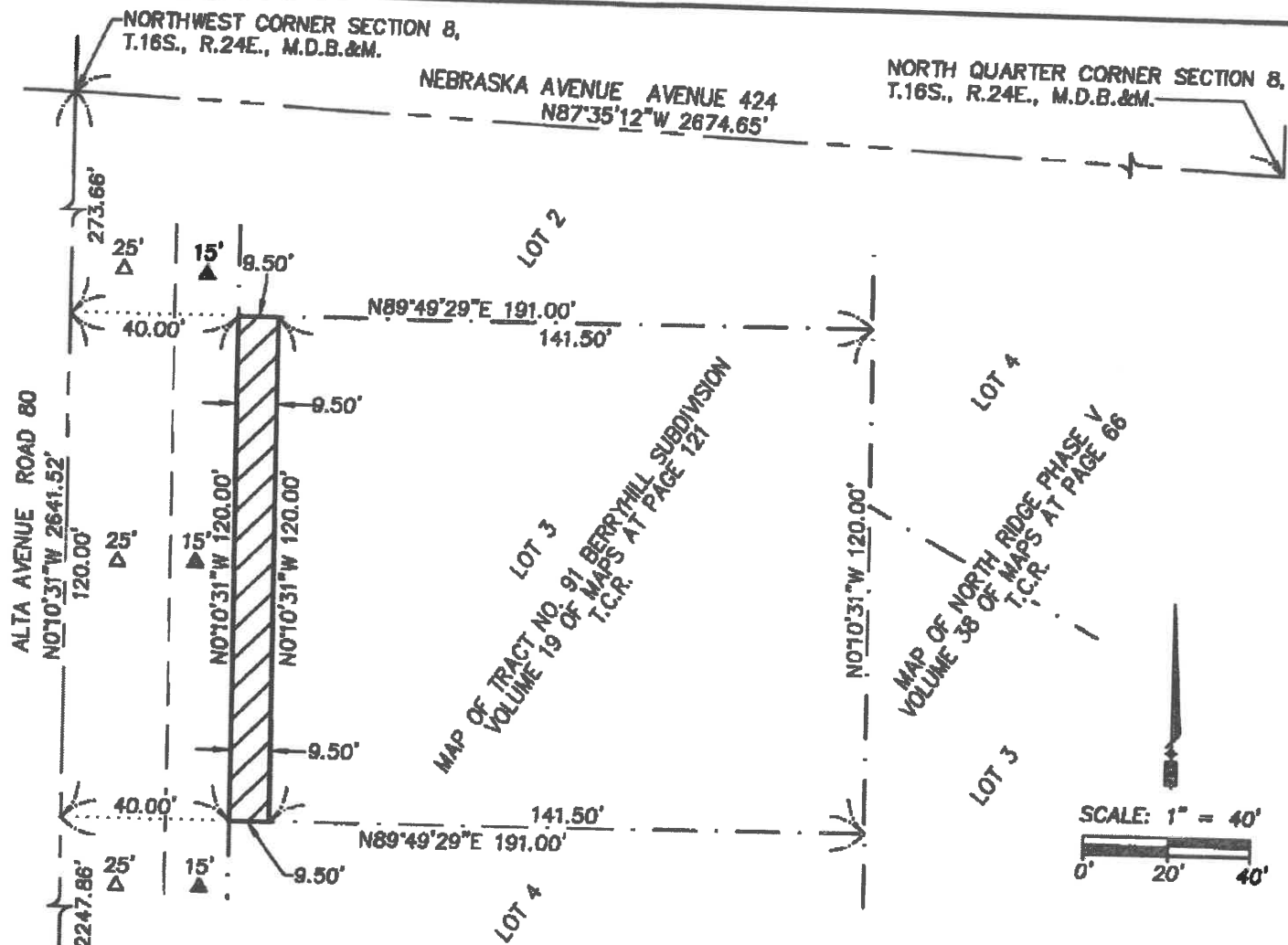


EXHIBIT "A"

**Public Street & Utility Easement
APN 014-071-003 (PORTION)**

The West 9.50 feet of Lot 3 of the Map of Tract No. 91 Berryhill Subdivision, according to the map thereof recorded in Volume 19 of Maps at Page 121, Tulare County Records, in the City of Dinuba, County of Tulare, State of California.





SCALE: 1" = 40'

0' 20' 40'

NOTE

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

LEGEND



T.C.R.
POB



AREA TO BE GRANTED FOR PUBLIC STREET AND UTILITY EASEMENT PURPOSES.
AREA = 1,140 SQUARE FEET, MORE OR LESS
TULARE COUNTY RECORDS

POINT OF BEGINNING

PREVIOUSLY DEDICATED FOR PUBLIC STREET PURPOSES PER MAP OF TRACT NO. 91 BERRYHILL SUBDIVISION RECORDED IN VOLUME 19 OF MAPS AT PAGE 121, T.C.R.

PREVIOUSLY DEDICATED FOR PUBLIC STREET PURPOSES PER DEED RECORDED JANUARY 6, 1900, IN VOLUME 6 AT PAGE 347, OFFICIAL RECORDS TULARE COUNTY.



**Yamabe & Horn
Engineering, Inc.**

CIVIL ENGINEERS • LAND SURVEYORS

2985 N. BURL AVENUE SUITE 101 FRESNO, CA 93727
TEL (559) 244-3123 WEBSITE YANDHENG.COM

Ref. & Rev.

CITY OF DINUBA

EXHIBIT "B"
APN 014-071-003 (PORTION)
PUBLIC STREET &
UTILITY EASEMENT

Dr. By: RBW
Ch. By: WVT
Date: 4/16/2019
YH Job No. 17-395
Sheet No. 1
of 1 Sheets

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 William R. McEowen and Denise A. McEowen, husband and wife as joint tenants, ("Seller"), pursuant to the following recitals:

RECITALS:

A. WHEREAS, Seller owns certain real property at 222 W. Nebraska 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 6,301 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 6,301 square feet, located at 222 W. Nebraska Avenue, in the City of Dinuba, California. This is a portion of Tulare County Assessor's Parcel Nos. 014-380-02-1000/2000 as more particularly described in Exhibit "A" and depicted in Exhibit "B" attached hereto (the "Property").

2. Purchase Price. The purchase price to be paid by Buyer for the Property shall be Sixty Thousand Eight Hundred and 00/100 Dollars (\$60,800.00) (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, 5, 6, and 7 of the Condition of Title Guarantee No. CTG-8001971, issued by Old Republic National Title Insurance Company on April 15, 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.
- 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.
- 6.7 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: William R. McEowen &
Denise A. McEowen
222 W. Nebraska Ave.
Dinuba, CA 93618

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

Telephone: _____

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. Other Provisions. Buyer will move landscape rocks and cut and cap irrigation sprinklers so the system will be left operational. At no expense to Seller, Buyer will install water and sewer lines to stubbed to new property line at the second lot. Buyer will install three driveway approaches for the existing residences and a two driveway approaches at the second lot, and will remove unneeded backflow prevention facilities from the property. Buyer will also:
- a. Spend up to \$1,500 extra to plant larger trees in the landscape strip within the new right of way, and up to \$1,500 for a large evergreen tree at the northeast corner of Sellers' property to block sight of intersection from the residence.
 - b. Remove all asphalt from the driveway at the time the project is constructed so that the homeowner (Seller) can put in completely new asphalt. Extra dirt shall be deposited at the remaining area of the turnaround to elevate that area.
 - c. Complete and record the lot line adjustment so the new property lines are established.

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

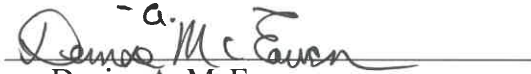
BUYER:
City of Dinuba

By _____

Dated: _____, 2019

SELLER:


William R. McEowen


Denise A. McEowen

Dated: 12-4-19, 2019

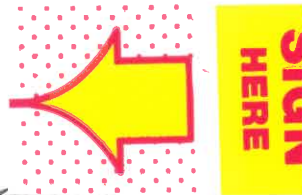


EXHIBIT "A"

Public Street & Utility Easement

APN 014-380-021 (PORTION)

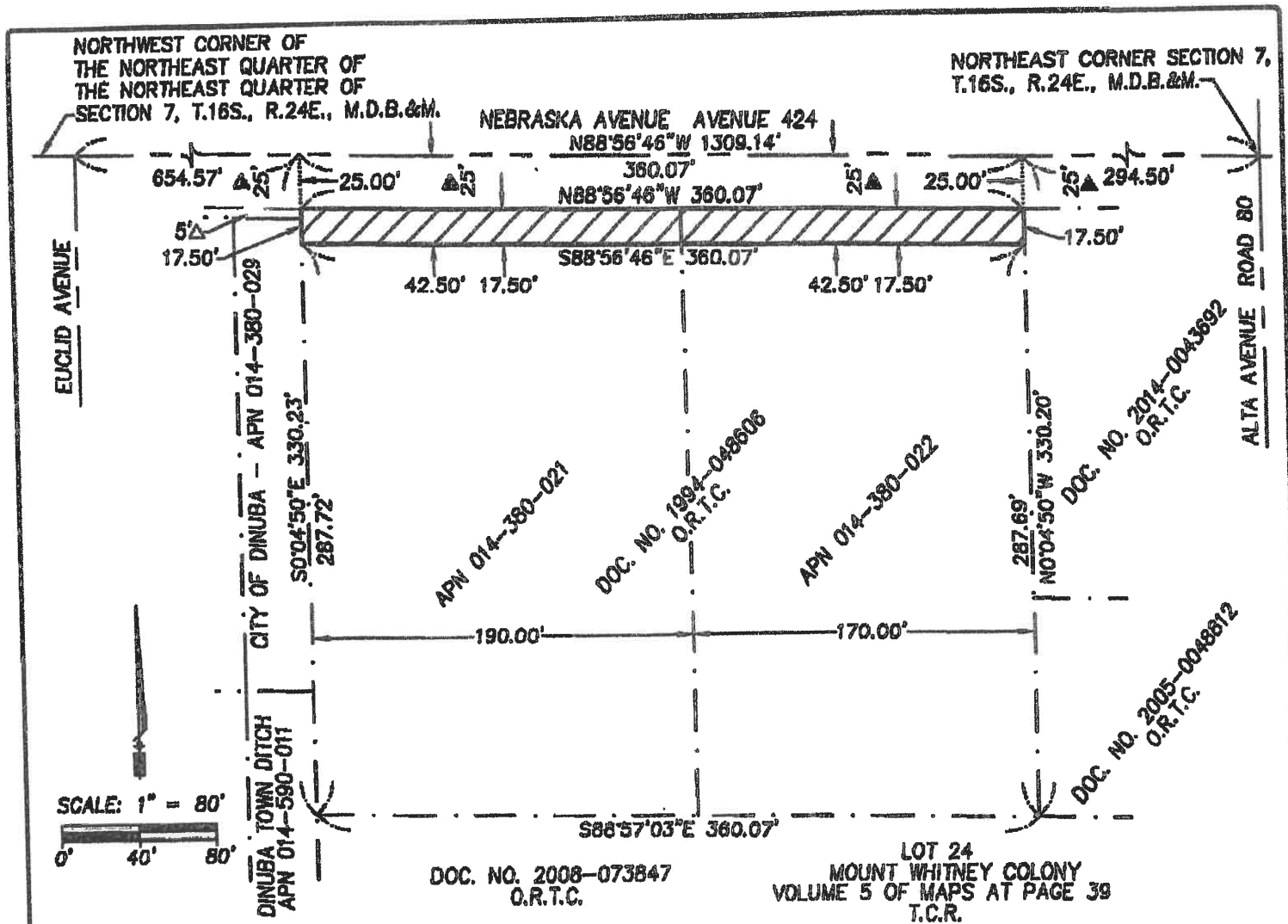
APN 014-380-022 (PORTION)

The South 17.50 feet of the North 42.50 feet of the West 360.00 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.

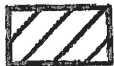
For the purpose of this description the North line of said Lot 24 is taken to be the North line of the Northeast quarter of the Northeast quarter of said Section 7.

Containing an area of 6,301 square feet, more or less.





LEGEND



T.C.R.
O.R.T.C.



AREA TO BE GRANTED FOR PUBLIC STREET
AND UTILITY EASEMENT PURPOSES,
AREA = 6,301 SQUARE FEET, MORE OR LESS
TULARE COUNTY RECORDS

PREVIOUSLY GRANTED FOR PUBLIC STREET PURPOSES
PER DEED RECORDED, AUGUST 8, 1905, IN VOLUME 8 AT
PAGE 184, O.R.T.C.

PREVIOUSLY GRANTED FOR PUBLIC STREET PURPOSES
PER DEED RECORDED SEPTEMBER 5, 1905, IN VOLUME 8
AT PAGE 183, O.R.T.C.

PREVIOUSLY DEDICATED FOR PUBLIC STREET PURPOSES
PER PARCEL MAP NO. 3409 RECORDED IN BOOK 35 OF
PARCEL MAPS AT PAGE 11, T.C.R.

NOTE

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



EXHIBIT C



Guarantee No.:	CTG-8001971
----------------	-------------

**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 55402
(612) 371-1111

By  President
And  Secretary

Condition of Title Guarantee SCHEDULE A

Order No.: P-325460
Guarantee No.: CTG-8001971
Date of Guarantee: April 15, 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:

William R. Mc Eowen and Denise A. Mc Eowen, husband and wife as joint tenants

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. 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.

NOTE: (For proration purposes only)

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

1st Installment:	\$341.42	PAID
2nd Installment:	\$341.42	PAID
Parcel Number:	014-380-021-000	
Code Area:	001-033	
Land Value:	\$52,286.00	
Improvements:	\$7,469.00	
Exemption:	\$0.00	

Affects Parcel Two

NOTE: (For proration purposes only)

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

1st Installment:	\$2,362.74	PAID
2nd Installment:	\$2,362.74	PAID
Parcel Number:	014-380-022-000	
Code Area:	001-033	
Land Value:	\$44,814.00	
Improvements:	\$353,458.00	
Exemption:	\$0.00	

Affects Parcel One

3. Rights of the public and of the City of Dinuba and the County of Tulsre, as to that portion of the herein described property lying within West Nebraska Avenue, a public road.
4. An easement over said land for canal and incidental purposes, as granted to 76 Land and Water Company, in deed recorded April 10, 1889, (book) 35 (page) 554, of Deeds.

Affects: As set forth herein

No representation is made as to the current ownership of said easement.

[Document Link](#)

5. An easement over said land for roads and water ditches and incidental purposes, as reserved by The Sacramento Bank, a corporation, in deed recorded January 2, 1903, (book) 110 (page) 227, of Deeds.

Affects: Parcel 2 as set forth herein

No representation is made as to the current ownership of said easement.

[Document Link](#)

6. An easement over said land for roads and incidental purposes, as granted to County of Tulare, in deed recorded August 8, 1905, (book) 8 (page) 164, of Right of Way Deeds.

Affects: The North 25 feet of the land herein described

No representation is made as to the current ownership of said easement.

[Document Link](#)

7. The herein land lies within the Dinbua Redevelopment Project No. 2 Redevelopment Project, pursuant and subject to all terms, conditions and provisions hereof, as contained in the Redevelopment Plan recorded June 19, 1989, as (book) 4853, (page) 620, Official Records.

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

Said redevelopment plan was amended by document recorded July 21, 1995, as (instrument) 95-046368, Official Records.

[Document Link](#)

[Document Link](#)

[Document Link](#)

8. We find no open deeds of trust of record. Please obtain the Free and Clear Affidavit-Verification of Unencumbered Property and submit it to title for review as soon as possible.

WE WILL NOT BE ABLE TO CLOSE THIS TRANSACTION UNLESS SAID AFFIDAVIT IS OBTAINED.

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
APN: 014-380-02-1000/2000 (Portion)
Address: 222 W. Nebraska Ave.
Dinuba, CA 93618

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, William R. McEowen and Denise A. McEowen, husband and wife as joint tenants, 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: 12-4-2019

GRANTORS:


William R. McEowen
William R. McEowen

Denise A. McEowen
Denise A. McEowen

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 4, 2019 before me, Daryl L. Balch, Notary Public,
(insert name and title of the officer)

personally appeared William R. McEowen and Denise A. McEowen - - - - -,
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.

Signature  (Seal)



EXHIBIT "A"

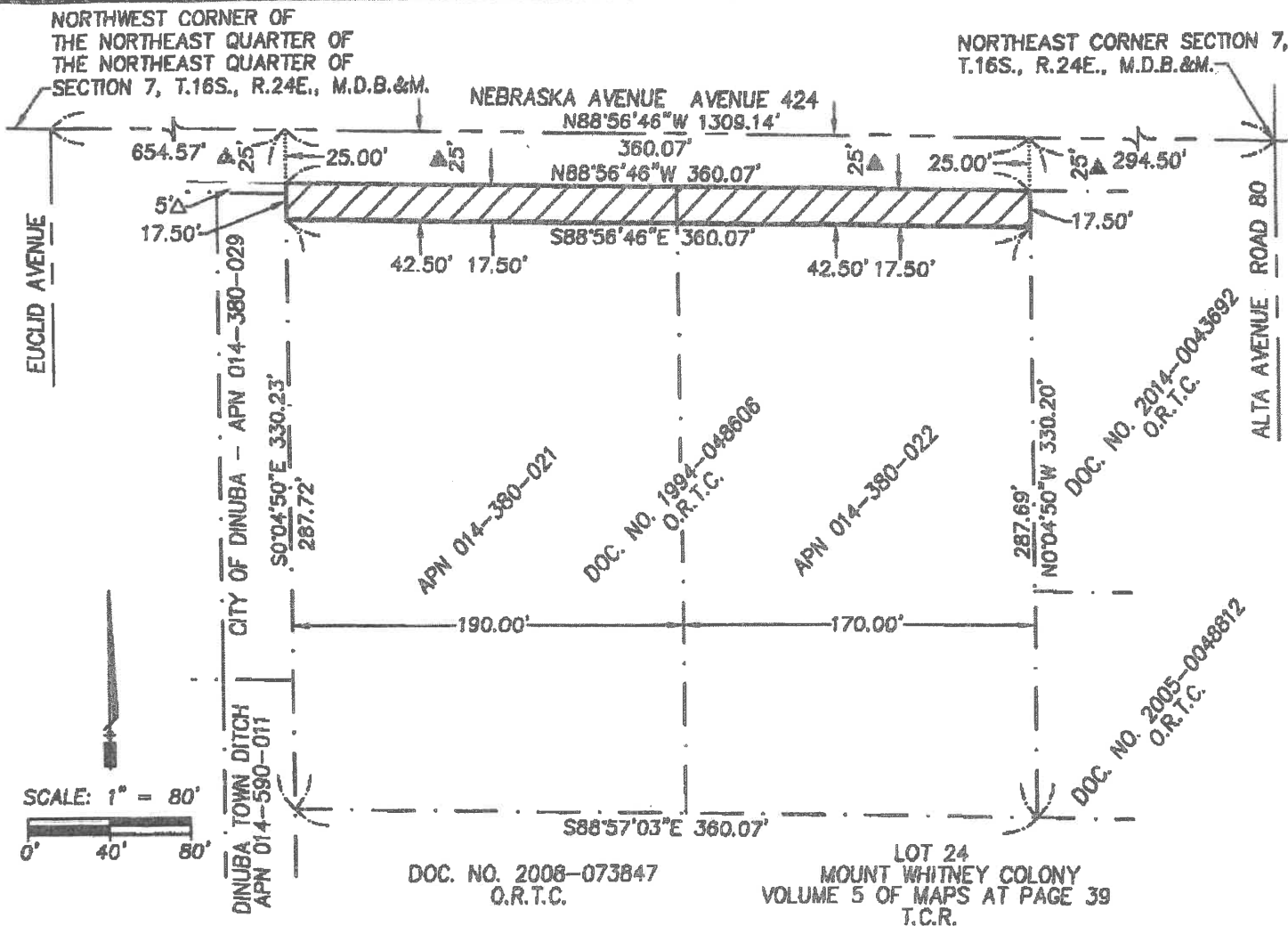
Public Street & Utility Easement
APN 014-380-021 (PORTION)
APN 014-380-022 (PORTION)

The South 17.50 feet of the North 42.50 feet of the West 360.00 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.

For the purpose of this description the North line of said Lot 24 is taken to be the North line of the Northeast quarter of the Northeast quarter of said Section 7.

Containing an area of 6,301 square feet, more or less.





LEGEND



T.C.R.
O.R.T.C.



AREA TO BE GRANTED FOR PUBLIC STREET AND UTILITY EASEMENT PURPOSES, AREA = 6,301 SQUARE FEET, MORE OR LESS TULARE COUNTY RECORDS

OFFICIAL RECORDS TULARE COUNTY

PREVIOUSLY GRANTED FOR PUBLIC STREET PURPOSES PER DEED RECORDED AUGUST 8, 1905, IN VOLUME 8 AT PAGE 164, O.R.T.C.

PREVIOUSLY GRANTED FOR PUBLIC STREET PURPOSES PER DEED RECORDED SEPTEMBER 5, 1905, IN VOLUME 8 AT PAGE 183, O.R.T.C.

PREVIOUSLY DEDICATED FOR PUBLIC STREET PURPOSES PER PARCEL MAP NO. 3409 RECORDED IN BOOK 35 OF PARCEL MAPS AT PAGE 11, T.C.R.

NOTE

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



**Yamabe & Horn
Engineering, Inc.**

CIVIL ENGINEERS • LAND SURVEYORS

2985 N. BURL AVENUE SUITE 101 FRESNO, CA 93727
TEL (559) 244-3123 WEBSITE YANDHENGRL.COM

Ref. & Rev.

CITY OF DINUBA

EXHIBIT "B"
APN 014-380-021 (PORTION)
APN 014-380-022 (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

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 Santiago Calvo and Maria Calvo, husband and wife as joint tenants, ("Seller"), pursuant to the following recitals:

RECITALS:

A. WHEREAS, Seller owns certain real property at 280 W. Nebraska 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 6,971 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 6,971 square feet, located at 280 W. Nebraska Avenue, in the City of Dinuba, California. This is a portion of Tulare County Assessor's Parcel No. 013-100-00-3000 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 Thirty Four Thousand, Two Hundred and 00/100 Dollars (\$34,200.00) (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, 5, 6 and 7 of the Condition of Title Guarantee No. CTG-8001977, issued by Old Republic National Title Insurance Company on April 16, 2019. A copy of pages 1 through 3 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.
- 6.7 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: Santiago and Maria Calvo
42670 Road 64
Reedley, CA 93654

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 removal of 4 citrus trees and for moving and repairing irrigation valves.

11. Connection of Residential Water and Sewer. The City will stub water and sewer facilities to the new proposed property line in a way so the water and sewer lines will not cross the underground gas line. It will be the Seller's responsibility to connect to the new stub by modifying the Seller's existing private sewer line. City connection fees will be waived. A residential drive approach and a commercial drive approach will be installed at the property. Seller will allow the City's agents and contractors the right to enter onto Seller's remaining property, if necessary, during construction.

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

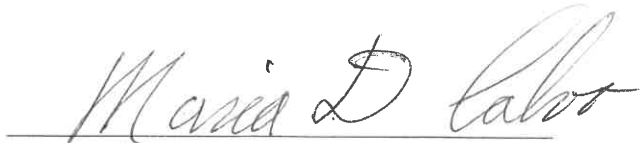
BUYER:
City of Dinuba

By _____

Dated: _____, 2019

SELLER:


Santiago Calvo


Maria Calvo

Dated: 9-27-19, 2019

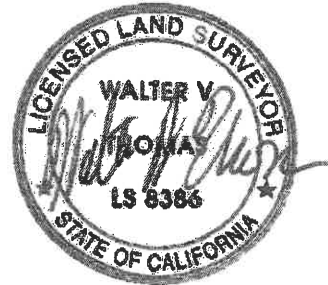
EXHIBIT "A"

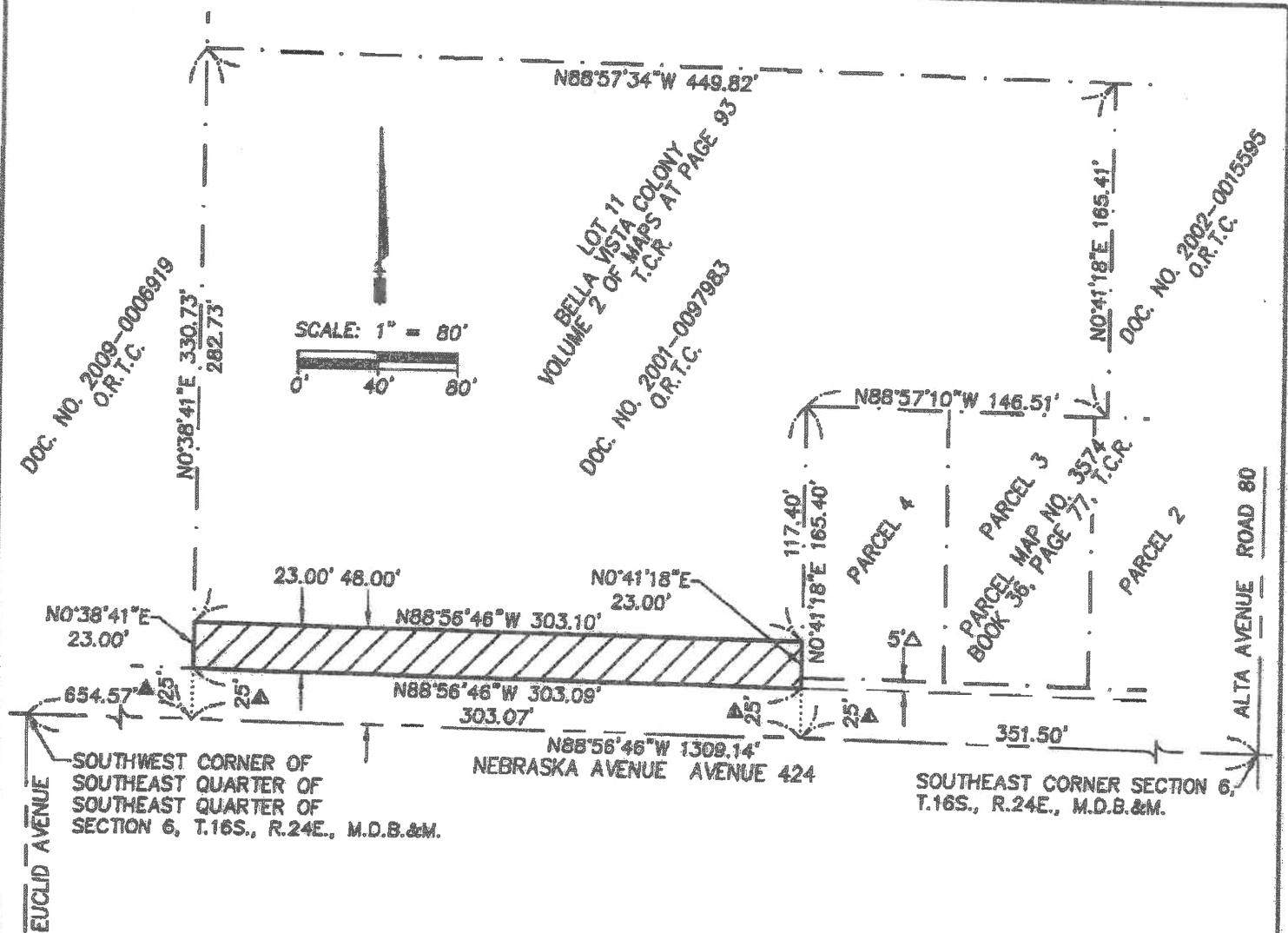
Public Street & Utility Easement
APN 013-100-003 (PORTION)

The North 23.00 feet of the South 48.00 feet of Lot 11 of the Map of Bella Vista Colony, according to the map thereof recorded in Volume 2 of Maps at Page 93, Tulare County Records, lying West of Parcel 4 of Parcel Map No. 3574, according to the map thereof recorded in Book 36 of Parcel Maps at Page 77, Tulare County Records, being a portion of the Southeast quarter of the Southeast quarter of Section 6, 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.

For the purpose of this description the South line of said Lot 11 is taken to be a line coincident with the South line of the Southeast quarter of said Section 6.

Containing an area of 6,971 square feet, more or less.





LEGEND



T.C.R.
O.R.T.C.



AREA TO BE GRANTED FOR PUBLIC STREET AND UTILITY EASEMENT PURPOSES, AREA = 6,971 SQUARE FEET, MORE OR LESS
TULARE COUNTY RECORDS
OFFICIAL RECORDS TULARE COUNTY
PREVIOUSLY GRANTED FOR PUBLIC STREET PURPOSES PER DEED RECORDED AUGUST 9, 1905, IN VOLUME 8 AT PAGE 167, O.R.T.C.
PREVIOUSLY GRANTED FOR PUBLIC STREET PURPOSES PER DEED RECORDED IN VOLUME 4649 AT PAGE 328, O.R.T.C.
PREVIOUSLY GRANTED FOR PUBLIC STREET PURPOSES PER DEED RECORDED OCTOBER 2, 1905, IN VOLUME 8 AT PAGE 198, 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.



**Yamabe & Horn
Engineering, Inc.**

CIVIL ENGINEERS • LAND SURVEYORS

2985 N. BURL AVENUE SUITE 101 FRESNO, CA 93727
TEL (559) 244-3123 WEBSITE YANDHENG.COM

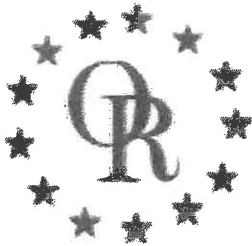
Ref. & Rev.

CITY OF DINUBA

EXHIBIT "B"
APN 013-100-003 (PORTION)
PUBLIC STREET &
UTILITY EASEMENT

Dr. By: RBW
Ch. By: WVT
Date: 4/24/2019
YH Job No. 17-395
Sheet No. 1
of 1 Sheets

EXHIBIT C



Guarantee No.:	CTG-8001977
----------------	-------------

**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**

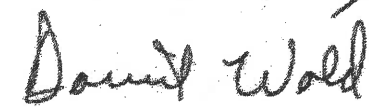
IN WITNESS WHEREOF, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY has caused this Guarantee to be signed and sealed as of the Date of Guarantee shown in Schedule A.

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-325522
Guarantee No.: CTG-8001977
Date of Guarantee: April 16, 2019 at 7:30AM
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:

Santiago Calvo and Maria Calvo, husband and wife as joint tenants

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.

NOTE: (For proration purposes only)

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

1st Installment:	\$1,038.03	PAID
2nd Installment:	\$1,038.03	PAID
Parcel Number:	013-100-003-000	
Code Area:	001-029	
Land Value:	\$51,936.00	
Improvements:	\$129,708.00	
Exemption:	\$0.00	

2. 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.
3. Any taxes or assessments levied by:
 - A. Alta Irrigation District.
4. Rights of the public and of the County of Tulare, as to that portion of the herein described property lying within Nebraska Avenue (Co. Avenue 424), a public road.
5. An easement over said land for an irrigating ditch, not to exceed 25 feet in width and incidental purposes, as reserved by The 76 Land and Water Company, in deed recorded March 1, 1904, (book) 116 of Deeds, (page) 450, Official Records.

Affects: a portion of said land

No representation is made as to the current ownership of said easement.

[Document Link](#)

6. Easements and/or notes as shown on the Survey Map filed March 25, 1987, in (book) 15 of a Licensed Surveys, at (page) 75.
[Document Link](#)
7. The fact that said land is included within a project area of the Dinuba Redevelopment Agency, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the Redevelopment Plan), as disclosed by Statement of Commencement of Redevelopment Activities recorded July 21, 1995, Instrument No. 95-046368, Official Records.
[Document Link](#)

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
APN: 013-100-00-3000 (Portion)
Address: 280 W. Nebraska Avenue
Dinuba, CA 93618

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF EASEMENT

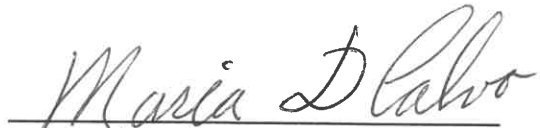
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Santiago Calvo and Maria Calvo, husband and wife as joint tenants, GRANT to the City of Dinuba, a California municipal corporation, an easement for public street and public utility purposes, over, under, across, and through the following 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: SEPT 27, 2019

GRANTORS:


Santiago Calvo


Maria Calvo

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 September 27, 2019 before me, Daryl L. Balch, Notary Public,
(insert name and title of the officer)

personally appeared Santiago Calvo and Maria Calvo aka Maria D. Calvo - - - - -,
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.

Signature



(Seal)



EXHIBIT "A"

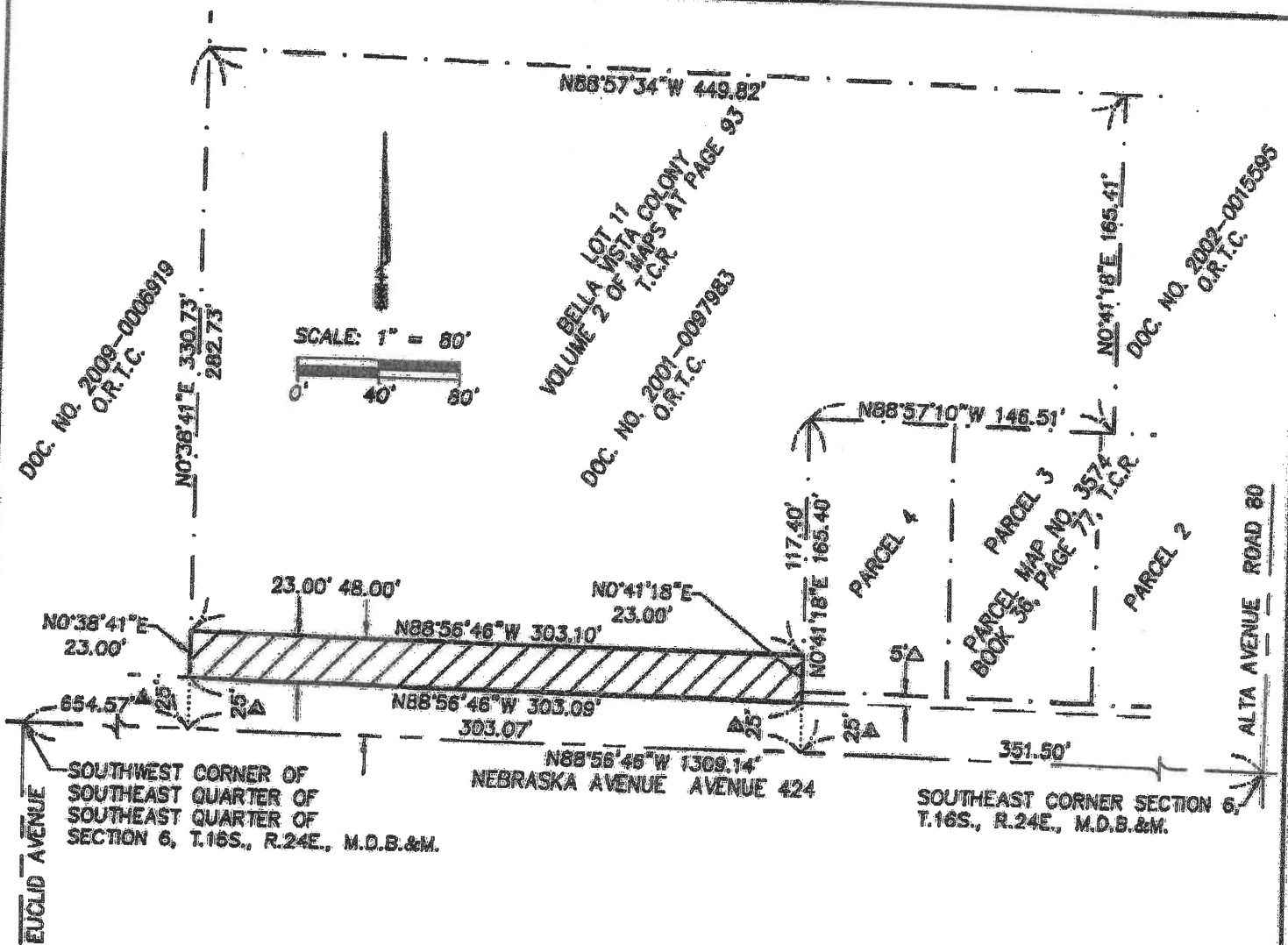
Public Street & Utility Easement
APN 013-100-003 (PORTION)

The North 23.00 feet of the South 48.00 feet of Lot 11 of the Map of Bella Vista Colony, according to the map thereof recorded in Volume 2 of Maps at Page 93, Tulare County Records, lying West of Parcel 4 of Parcel Map No. 3574, according to the map thereof recorded in Book 36 of Parcel Maps at Page 77, Tulare County Records, being a portion of the Southeast quarter of the Southeast quarter of Section 6, 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.

For the purpose of this description the South line of said Lot 11 is taken to be a line coincident with the South line of the Southeast quarter of said Section 6.

Containing an area of 6,971 square feet, more or less.





LEGEND



T.C.R.
O.R.T.C.



AREA TO BE GRANTED FOR PUBLIC STREET AND UTILITY EASEMENT PURPOSES. AREA = 6,971 SQUARE FEET, MORE OR LESS TULARE COUNTY RECORDS

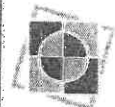
PREVIOUSLY GRANTED FOR PUBLIC STREET PURPOSES PER DEED RECORDED AUGUST 9, 1905, IN VOLUME 8 AT PAGE 167, O.R.T.C.

PREVIOUSLY GRANTED FOR PUBLIC STREET PURPOSES PER DEED RECORDED IN VOLUME 4649 AT PAGE 328, O.R.T.C.

PREVIOUSLY GRANTED FOR PUBLIC STREET PURPOSES PER DEED RECORDED OCTOBER 2, 1905, IN VOLUME 8 AT PAGE 198, 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.



Yamabe & Horn Engineering, Inc.

CIVIL ENGINEERS • LAND SURVEYORS
2905 N. BURL AVENUE SUITE 101 FRESNO, CA 93727
TEL (559) 244-5123 WEBSITE YANDHENG.COM

Ref. & Rev.

CITY OF DINUBA

EXHIBIT "B"
APN 013-100-003 (PORTION)
PUBLIC STREET &
UTILITY EASEMENT

Dr. By: RBW
Ch. By: WVT
Date: 4/24/2019
YH Job No. 17-395
Sheet No. 1
of 1 Sheets

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 September 27, 2019 before me, Daryl L. Balch, Notary Public,
(insert name and title of the officer)

personally appeared Santiago Calvo and Maria Calvo - - - - -,
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.

Signature  (Seal)



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 Humberto Venegas and Margaret Venegas, husband and wife as joint tenants, ("Seller"), pursuant to the following recitals:

RECITALS:

A. WHEREAS, Seller owns certain real property on the south side of 366 W. Nebraska 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 2,720 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 2,720 square feet, located 366 W. Nebraska Avenue, in the City of Dinuba, California. This is a portion of Tulare County Assessor's Parcel No. 014-380-02-8000 as more particularly described in Exhibit "A" and depicted in Exhibit "B" attached hereto (the "Property").

2. Purchase Price. The purchase price to be paid by Buyer for the Property shall be Fifty-Two Thousand Two Hundred and 00/100 Dollars (\$52,200.00) (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, 5, 6, 7 and 8 of the Condition of Title Guarantee No. CTG-8001972, issued by Old Republic National Title Insurance Company on April 15, 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.
- 6.7 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: Humberto Venegas and
Margaret Venegas
366 W. Nebraska Ave
Dinuba, CA 93618

Telephone: 559-591-2526

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.

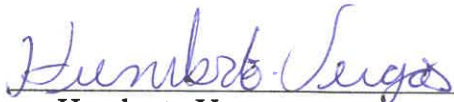
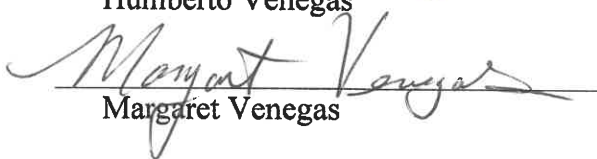
- 9.10 Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any provision in this Agreement will not affect the other provisions.
- 9.11 Interpretation. This Agreement is the result of the combined efforts of the parties. If any provision of this Agreement 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. Other Provisions. It is understood that payment in Paragraph 2 above, includes an amount for the cost of constructing a chain link fence and three gates at the property. At no expense to the Seller, one water service line and two sewer service lines will be stubbed to the new property line. Three driveway approaches will also be installed at the property.

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

SELLER:

BUYER:
City of Dinuba

By _____


Humberto Venegas

Margaret Venegas

Dated: _____, 2019

Dated: _____, 2019

EXHIBIT "A"

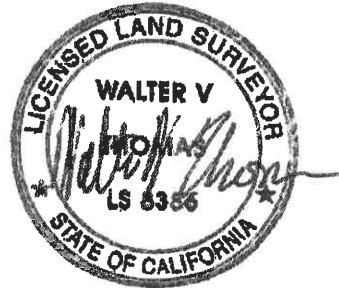
**Public Street & Utility Easement
APN 014-380-028 (PORTION)**

The North 12.50 feet of Parcel 3 of Parcel Map No. 3409, according to the map thereof recorded in Book 35 of Parcel Maps at Page 11, 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.

EXCEPTING THEREFROM the East 34.00 feet.

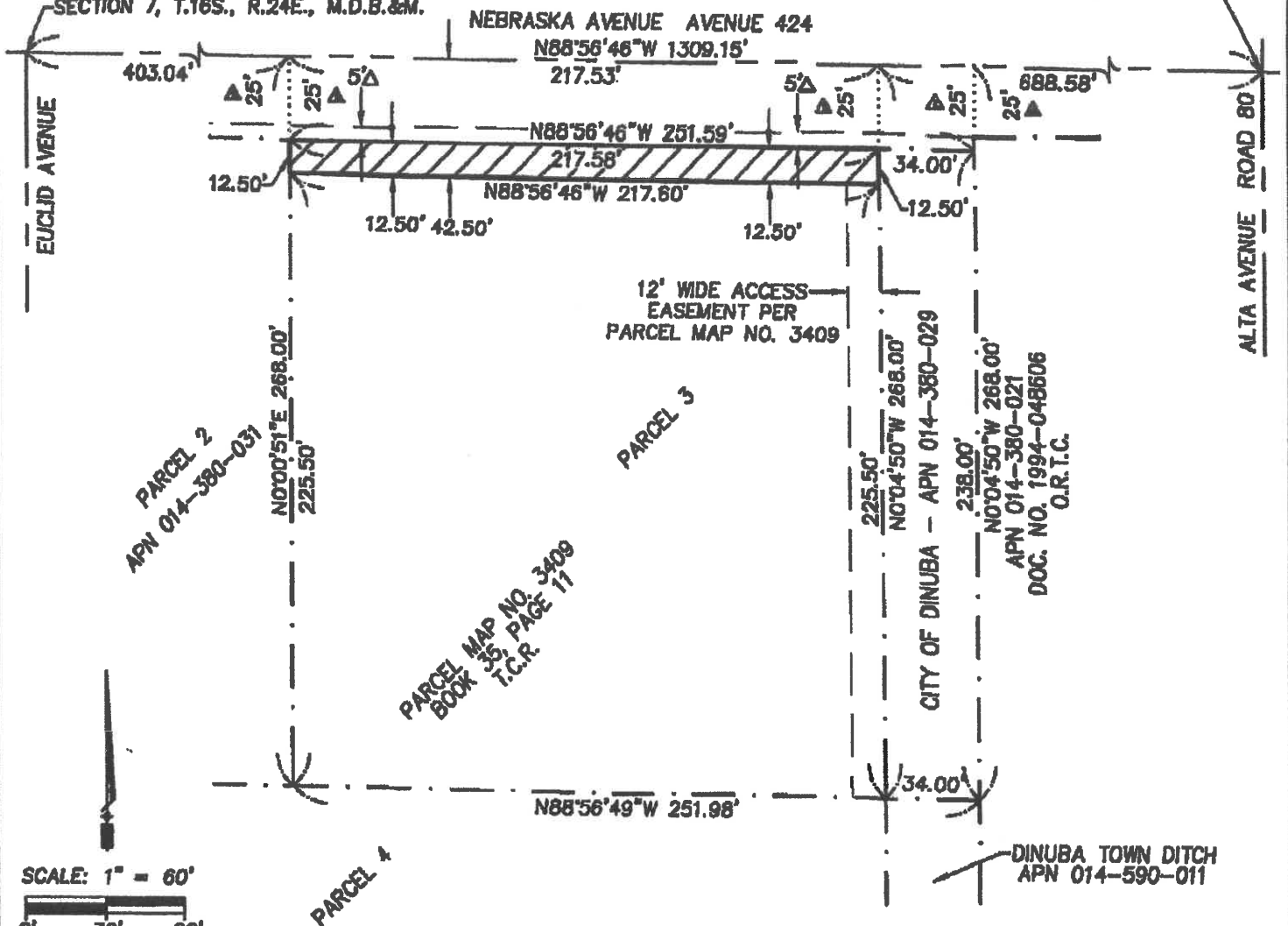
For the purpose of this description the North line of said Parcel No. 3 is taken to be a line 30.00 feet South of and parallel with the North line of the Northeast quarter of the Northeast quarter of said Section 7.

Containing an area of 2,720 square feet, more or less.



NORTHWEST CORNER OF
THE NORTHEAST QUARTER OF
THE NORTHEAST QUARTER OF
SECTION 7, T.16S., R.24E., M.D.B.&M.

NORTHEAST CORNER SECTION 7,
T.16S., R.24E., M.D.B.&M.



SCALE: 1" = 60'
0' 30' 60'

LEGEND



T.C.R.
O.R.T.C.



AREA TO BE GRANTED FOR PUBLIC STREET
AND UTILITY EASEMENT PURPOSES,
AREA = 2,720 SQUARE FEET, MORE OR LESS
TULARE COUNTY RECORDS
OFFICIAL RECORDS TULARE COUNTY
PREVIOUSLY GRANTED FOR PUBLIC STREET PURPOSES
PER DEED RECORDED AUGUST 8, 1905, IN VOLUME 8 AT
PAGE 164, O.R.T.C.
PREVIOUSLY GRANTED FOR PUBLIC STREET PURPOSES
PER DEED RECORDED SEPTEMBER 5, 1905, IN VOLUME 8
AT PAGE 183, O.R.T.C.
PREVIOUSLY GRANTED FOR PUBLIC STREET PURPOSES
PER PARCEL MAP NO. 3409 RECORDED IN BOOK 35 OF
PARCEL MAPS AT PAGE 11, T.C.R.

NOTE

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



**Yamabe & Horn
Engineering, Inc.**
CIVIL ENGINEERS • LAND SURVEYORS
2985 N. BURL AVENUE SUITE 101 FRESNO, CA 93727
TEL (559) 244-9129 WEBSITE YANDHENGRI.COM

Ref. & Rev.

CITY OF DINUBA

EXHIBIT "B"
APN 014-380-028 (PORTION)
PUBLIC STREET &
UTILITY EASEMENT

Dr. By: RBW
Ch. By: WVT
Date: 5/13/2019
YH Job No. 17-395
Sheet No. 1
of 1 Sheets

EXHIBIT C



Guarantee No.:	CTG-8001972
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**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.

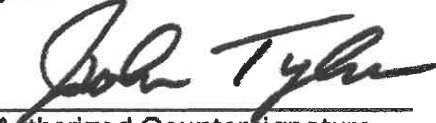
SCHEDULE A

**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:

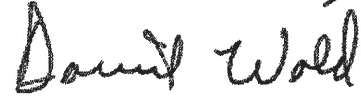
Placer Title Company
9085 Foothills Blvd.
Roseville, CA 95747
Agent ID: A04360


Authorized Countersignature

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

*400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 471-1111*

By  President
Attest  Secretary

Condition of Title Guarantee SCHEDULE A

Order No.: P-325466
Guarantee No.: CTG-8001972
Date of Guarantee: April 15, 2019 at 7:30AM
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:

Humberto Venegas and Margaret Venegas, husband and wife, as joint tenants

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. 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.

NOTE: (For proration purposes only)

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

1st Installment:	\$1,319.33	PAID
2nd Installment:	\$1,319.33	PAID
Parcel Number:	014-380-028-000	
Code Area:	001-013	
Land Value:	\$50,916.00	
Improvements:	\$186,957.00	
Exemption:	\$7,000.00	

3. Dedications as set forth and shown on the official map of said subdivision as follows:

- a. Access easement over the Easterly portion of said property
 - b. Septic tank, leach line and setback area over the Easterly portion of said property
- [Document Link](#)

4. Provisions and conditions set forth in the "NOTES" and "CAUTION" of the following map:
Map: Parcel Map No. 3409

Reference is made to a copy of said map for further particulars.
[Document Link](#)

5. An easement over said land for irrigation pump and well and incidental purposes, as reserved by Bob G. Willems and K. Lucille Willems, in deed recorded May 19, 1987, (book) 4572 (page) 568, Official Records.

Affects: a portion of said property.

No representation is made as to the current ownership of said easement.
[Document Link](#)

Reference is made to said document for full particulars.

6. The terms, conditions and provisions as contained in the document entitled "Agreement Granting Easement for Pipeline", by and between Douglas A. Hagey, et al. and ALTA Irrigation District, dated January 31, 1990, recorded February 20, 1990, as (instrument) 10095, Official Records.
[Document Link](#)

7. The terms, conditions and provisions as contained in the document entitled "Community Development Services Reimbursement Agreement", by and between City of Dinuba and Salvador Vera, dated August 14,

1996, recorded September 12, 2000, as (instrument) 2000-0057303, Official Records.

[Document Link](#)

8. The fact that said land is included within a project area of the City of Dinuba Redevelopment Project, and that proceedings for the redevelopment of said project have been instituted under the redevelopment law, such redevelopment to proceed only after the adoption of the redevelopment (Plan) as disclosed by a document recorded July 11, 2008, as (instrument) 2008-0048588, Official Records.

[Document Link](#)

9. Deed of Trust to secure an indebtedness of \$72,350.00, dated June 11, 2013, recorded June 26, 2013, (instrument) 2013-0040961, Official Records.

Trustor: Humberto Venegas and Margaret Venegas, husband and wife, as joint tenants

Trustee: Recontrust Company NA

Beneficiary: Bank of America, N.A.

Loan No.: None Shown

[Document Link](#)

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
APN: 014-380-02-8000 (Portion)
Address: 366 W. Nebraska Ave.
Dinuba, CA 93618

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF EASEMENT

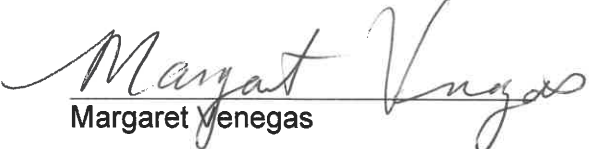
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Humberto Venegas and Margaret Venegas, husband and wife as joint tenants, GRANT to the City of Dinuba, a California municipal corporation, an easement for public street and public utility purposes, over, under, across, and through 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: 10/14/2019

GRANTORS:


Humberto Venegas


Margaret Venegas

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 October 14, 2019 before me, Daryl L. Balch, Notary Public,
(insert name and title of the officer)

personally appeared Humberto Venegas and Margaret Venegas,
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.

Signature  (Seal)



EXHIBIT "A"

**Public Street & Utility Easement
APN 014-380-028 (PORTION)**

The North 12.50 feet of Parcel 3 of Parcel Map No. 3409, according to the map thereof recorded in Book 35 of Parcel Maps at Page 11, 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.

EXCEPTING THEREFROM the East 34.00 feet.

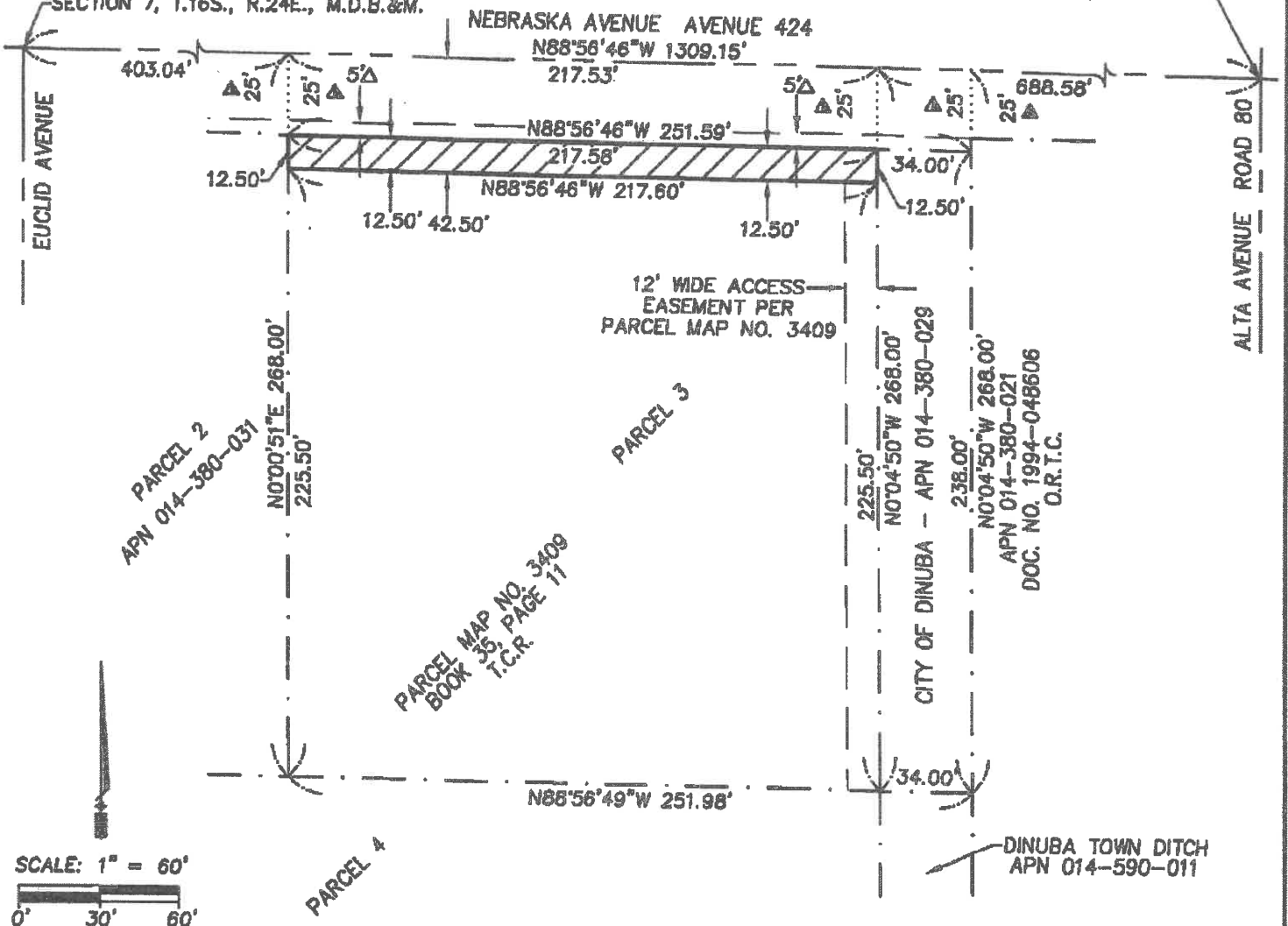
For the purpose of this description the North line of said Parcel No. 3 is taken to be a line 30.00 feet South of and parallel with the North line of the Northeast quarter of the Northeast quarter of said Section 7.

Containing an area of 2,720 square feet, more or less.



NORTHWEST CORNER OF
THE NORTHEAST QUARTER OF
THE NORTHEAST QUARTER OF
SECTION 7, T.16S., R.24E., M.D.B.&M.

NORTHEAST CORNER SECTION 7,
T.16S., R.24E., M.D.B.&M.



LEGEND



T.C.R.
O.R.T.C.



AREA TO BE GRANTED FOR PUBLIC STREET
AND UTILITY EASEMENT PURPOSES,
AREA = 2,720 SQUARE FEET, MORE OR LESS
TULARE COUNTY RECORDS
OFFICIAL RECORDS TULARE COUNTY
PREVIOUSLY GRANTED FOR PUBLIC STREET PURPOSES
PER DEED RECORDED AUGUST 8, 1905, IN VOLUME 8 AT
PAGE 164, O.R.T.C.
PREVIOUSLY GRANTED FOR PUBLIC STREET PURPOSES
PER DEED RECORDED SEPTEMBER 5, 1905, IN VOLUME 8
AT PAGE 183, O.R.T.C.
PREVIOUSLY DEDICATED FOR PUBLIC STREET PURPOSES
PER PARCEL MAP NO. 3409 RECORDED IN BOOK 35 OF
PARCEL MAPS AT PAGE 11, T.C.R.



NOTE

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



**Yamabe & Horn
Engineering, Inc.**
CIVIL ENGINEERS • LAND SURVEYORS
2985 N. BURL AVENUE SUITE 101 FRESNO, CA 93727
TEL (559) 244-3123 WEBSITE YANDHENG.COM

Ref. & Rev.

CITY OF DINUBA

EXHIBIT "B"
APN 014-380-028 (PORTION)
PUBLIC STREET &
UTILITY EASEMENT

Dr. By: RBW
Ch. By: WVT
Date: 5/13/2019
YH Job No. 17-395
Sheet No. 1
of 1 Sheets



City Council Staff Report

Department: CITY MANAGER'S OFFICE

January 14, 2020

To: Mayor and City Council

From: Linda Barkley, City Clerk

Subject: Request for Donation from the Western Regional Vietnam Memorial Wall Foundation

RECOMMENDATION

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

EXECUTIVE SUMMARY

The Western Regional Vietnam Memorial Wall Foundation submitted a request for donation to improve the site where the Veterans' Memorial Wall will be placed on permanent display at the Dinuba Memorial Hall site.

OUTSTANDING ISSUES

None.

DISCUSSION

The Western Regional Vietnam Veteran's Memorial Wall Foundation purchased a 50% scale replica of the Veterans Memorial Wall located in Washington, D.C. honoring fallen Vietnam veterans. The replica Wall was purchased through fundraising efforts made by the Foundation over a period of several years. The City of Dinuba was a contributor of the fundraising efforts for the Wall along with many other contributors. Several fundraising events were also instrumental in paying for the replica Wall.

The Western Regional Vietnam Veteran's Memorial Wall Foundation needs approximately \$5,000 in order to build a permanent foundation for the structure as well as the construction of a 240 foot pathway along the Wall. The Foundation has secured volunteers to help trench the pathway and install the rebar in preparation for cement work. They now seek to secure the necessary funds to finish the construction project.

The Foundation has submitted a letter (Attachment "A") requesting a donation for the aforementioned project. There are adequate monies in the City's Community Grants/Miscellaneous fund to accommodate the request.

FISCAL IMPACT

Should the Council authorize the donation of \$1,000 to the "Wall" Foundation, the funds will be drawn from the Community Grants/Miscellaneous Fund. There is currently \$6,800 in the fund.

PUBLIC HEARING

None required.

ATTACHMENTS:

A. WRVVMWF Request for Donation



Dear Dinuba City Council,

We are The Western Regional Vietnam Veteran's Memorial Wall Foundation. A 50% scale replica of the wall in Washington D.C. The Wall is located in central California, in the city of Dinuba.

The Wall is intended for those who are unable to travel to Washington D.C. to pay their respects. This is the only permanent memorial of its kind in the state of California and in the Western Region.

We are currently on the second phase of our mission. And we are asking for your help to finish this part of our second phase by April 30, 2020. Our first phase was paying for the wall itself; it took us 4 years of fundraising through events and garnering donations to complete. We are now less than 2 years into this second phase and although we have been able to commence, our goal is not met. Currently we need to raise \$5000 more to complete this part of our mission.

Our volunteers have trenched and installed rebar in order to lay the 240ft of cement walkway and 2ft high foundation for The Wall to be permanently mounted on. The walkway will be in the shape of an ellipse.

The Wall is dedicated to those who lost their lives and to those who served. And so, we also plan to install a dedication pathway paved with bricks inscribed with our sponsors and donors' names, that will meet the ellipse walkway. A fitting dedication to all those who have "paved the way" for The Wall to be in Dinuba permanently.

We would like to invite you to support our efforts in achieving our second phase. We must remember. **"Not everyone who lost his life in Vietnam died there, Not everyone who came home from Vietnam ever left there."**

For those people, memorials like ours, are an invaluable tool for healing and bringing inner peace. Your donation amount, no matter how little, has a great impact on those who answered our nation's call. And you dear sponsor will help preserve American history by leaving tangible remains of the past.

Yours Sincerely,

Western Regional Vietnam Memorial Wall Foundation

Please mail donations to: PO Box 892, Dinuba Ca, 93618 Attn: Ruth Padilla



City Council Staff Report

Department: ENGINEER/PLANNING

January 14, 2020

To: Mayor and City Council

From: Jason Watts, City Engineer

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

RECOMMENDATION

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

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

EXECUTIVE SUMMARY

Staff has been working on the engineering design for the North Dinuba Infrastructure Project (Griggs Neighborhood) in anticipation of submitting an application for Community Development Block Grant funding in 2020. Staff has met with all affected property owners and they have agreed to grant deed to the city the needed right of way to construct all street improvements in Griggs Avenue. The City Council must accept the deed of easements for use as public street and utility purposes.

OUTSTANDING ISSUES

None

DISCUSSION

The North Dinuba Infrastructure Improvements Project will provide sewer facilities to

a severely disadvantaged community currently located along Griggs Avenue. The project will consist of approximately 4,000 lineal feet of sewer main to serve the current residents along Griggs Avenue, Western Sky Mobile Home Park, and various residents located along Alta Avenue (Road 80) between the Sky Mobile Home Park and Nebraska Avenue (Avenue 424). In addition, the project will include the reconstruction of Griggs Avenue which will entail the construction of concrete curb and gutter, sidewalk, decorative streetlights, landscape and irrigation, and other miscellaneous City road infrastructure.

In order to complete the needed street improvements on Griggs and a portion of Alta Avenue, the city needs additional right of way from property owners. Staff has met with all affected property owners and they have agreed to grant deed the needed right of way in exchange for the much needed improvements.

Below is a summary of the subject properties.

Property Owner	Assessor Parcel Number (APN)
Roberto Villarreal Serna	013-040-053
G.L. Narayan M.D.	013-040-004
Rachel Espinosa Martinez	013-040-015, 013-040-016, & 013-040-017
Philip Cottingham	013-040-043 & 013-040-013

The City Council must adopt Resolution No. 2020-06 enclosed as Attachment 'A' accepting the deed of easements for use as public streets and utility purposes. A copy of the individual deed of easements are enclosed herein as Attachments 'B' through Attachment 'G'.

FISCAL IMPACT

All the property owners affected by the project gifted the easements to the City in exchange for public street improvements along the frontage of their property. There is no fiscal impact for the acquisition of said easements.

The cost of acquiring the property located at 42752 Road 80 was already approved per Resolution 2019-66. Acceptance of said property has no fiscal impact.

PUBLIC HEARING

None

ATTACHMENTS:

- A. Resolution 2020-06
- B. Grant Deed of Easement - Serna
- C. Grant Deed of Easement - Narayan

- D. Grant Deed of Easement - Martinez
- E. Grant Deed of Easement - Cottingham(1)
- F. Grant Deed of Easement - Cottingham(2)
- G. Escrow Documents - 42752 Road 80

RESOLUTION 2020-06

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DINUBA ACCEPTING THE DEDICATION OF EASEMENTS FOR THE
NORTH DINUBA INFRASTRUCTURE IMPROVEMENTS PROJECT AND ACCEPTING THE
EASEMENTS FOR PUBLIC STREET AND UTILITY PURPOSES FROM: ROBERTO
VILLARREAL SERNA, G.L. NARAYAN M.D., RACHEL ESPINOSA MARTINEZ, PHILIP
COTTINGHAM**

WHEREAS, the City of Dinuba is applying for CDBG funding for the North Dinuba Infrastructure Improvements Project; and

WHEREAS, the North Dinuba Infrastructure Improvements Project requires the dedication of four easements, as shown on the attached Deeds of Easements and Buyers Statement; and

WHEREAS, the owners for the property necessary for the construction of the North Dinuba Infrastructure Improvements Project consented to gift and grant their property to the City of Dinuba through Deed of Easement. The property owners are listed below:

Property Owner	APN
Stanley R. Warkentin	013-040-003
Roberto Villarreal Serna	013-040-053
G.L. Narayan M.D.	013-040-004
Rachel Espinosa Martinez	013-040-015, 013-040-016, & 013-040-017
Philip Cottingham	013-040-043 & 013-040-013

WHEREAS, the City Engineer recommends the approval of the dedication and acceptance of the five easements from the property owners listed above and the property located on 52752 Road 80;

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

1. Accepts the dedication of Easements for Public Street and Utility Purposes for the North Dinuba Infrastructure Improvements Project.
2. Accepts the acquisition of the property located at 42752 Road 80 for Public Street and Utility Purposes for the North Dinuba Infrastructure Improvements Project.
3. The above recitals are true and correct and are adopted as the findings of the City Council.
4. 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.

5. 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, Kuldip Thusu, 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-nineteen.

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

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City Clerk
City of Dinuba
1088 E. Kamm Avenue
Dinuba, CA 93618

APN: 013-040-053-000 (portion)

No recording fee required:

Exempt pursuant to Code 27383

No filing fee required:

Exempt pursuant to Government Code Section 6103

No payment of document transfer tax:

Exempt pursuant to Revenue and Taxation Code Section 11922

Space above this line for Recorder's Use

DEED OF EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Roberto Villarreal Serna, a single man ("GRANTOR") hereby GRANTS to the City of Dinuba, a Municipal Corporation, ("GRANTEE"), an EASEMENT for public street and utility purposes, incidents thereto upon, over and across that certain portion of real property in the City of Dinuba, County of Tulare, State of California, described as:

FOR LEGAL DESCRIPTION, SEE EXHIBITS "A" AND "B"
ATTACHED HERETO AND MADE A PART HEREOF.

GRANTOR(s)



Roberto Villarreal Serna

Date

ACKNOWLEDGMENT

A notary public or other office 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

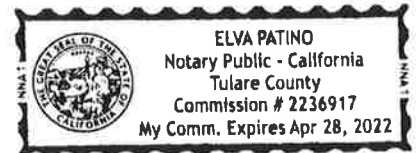
On January 6, 2020 before me, Elva Patino, Notary Public
(Insert name and title of the officer)

personally appeared Robert Villarreal Serna
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

Signature Elva Patino (Seal)



CERTIFICATE OF ACCEPTANCE

This is to certify that the City of Dinuba, grantee herein, hereby accepts for public purposes the real property, or interest therein, described in the foregoing Grant Deed dated _____, 2020 from _____ and consents to the recordation thereof.

In Witness Whereof, I have hereunto set my hand this _____ of _____, 2020.

CITY OF DINUBA

By: _____
City Clerk

EXHIBIT "A"

Public Street & Utility Easement
APN 013-040-053-000 (PORTION)

All that portion of the land described per the Deed recorded October 1, 2009 as Document No. 2009-0061336, Official Records Tulare County, in the City of Dinuba, County of Tulare, State of California, described as follows:

BEGINNING at the Southeast corner of the land described per said Document No. 2009-0061336;
Thence North $61^{\circ}56'37''$ West, 33.60 feet along the South line of the land described per said Document No. 2009-0061336;
Thence continuing North $87^{\circ}17'03''$ West, 71.68 feet along said South line to a point of cusp with a curve concave to the Northwest having a radius of 50.00 feet and to which said point a radial line bears South $2^{\circ}42'57''$ West;
Thence Easterly and Northeasterly, 48.30 feet along said curve through a central angle of $55^{\circ}20'44''$ to the beginning of a reverse curve concave to the Southeast having a radius 52.00 feet and to which said beginning a radial line bears North $52^{\circ}37'46''$ West;
Thence Northeasterly, Easterly and Southeasterly, 66.85 feet along said reverse curve through a central angle of $73^{\circ}39'18''$ to the East line of the land described per said Document No. 2009-0061336;
Thence South $0^{\circ}51'19''$ West, 55.78 feet along said East line to the **POINT of BEGINNING**.

Containing an area of 2,808 square feet, more or less.



CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	50.00'	55°20'44"	48.30'
C2	52.00'	73°39'18"	66.85'

The map shows Lot 32, which is a triangular-shaped lot. The boundary lines are labeled L1, L2, and L3. The area within Lot 32 is divided into three sections: a hatched section labeled C1, a section labeled C2, and a section labeled L3. The boundary lines are defined by bearings and distances. The map also shows the former centerline of the A.T. & S.F. Railroad, which runs diagonally across the bottom right. The map is referenced to the Town of North Dinuba, Book 12 of Maps at Page 19, T.C.R. The map is also referenced to the Bella Vista Colony, Book 2 of Maps at Page 93, T.C.R. The map is dated 2009-0061336 O.R.T.C. and 2001-0095862 O.R.T.C. The map is also dated 2015-0001746 O.R.T.C. The map shows the following bearings and distances for the boundary lines:

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N61°56'37"W	33.60'
L2	N87°17'03"W	71.68'
L3	S0°51'19"W	55.78'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	50.00'	55°20'44"	48.30'
C2	52.00'	73°39'18"	66.85'

LOT 32

MAP OF THE TOWN OF NORTH DINUBA, BOOK 12 OF MAPS AT PAGE 19 T.C.R.

AVENUE 427 GRIGGS AVENUE

DOC. NO. 2009-0061336 O.R.T.C.

FORMER CENTERLINE A.T. & S.F. RAILROAD

DOC. NO. 2001-0095862 O.R.T.C.

DOC. NO. 2015-0001746 O.R.T.C.

POB

LOT 36

LOT 35

LOT 34

ALLEY

ALLEY

T.C.R.
O.R.T.C.
POB

AREA TO BE GRANTED FOR PUBLIC STREET
AND UTILITY EASEMENT PURPOSES,
AREA = 2,808 SQUARE FEET, MORE OR LESS
TULARE COUNTY RECORDS
OFFICIAL RECORDS TULARE COUNTY
POINT OF BEGINNING

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



SCALE: 1" = 80'



Yamabe & Horn Engineering, Inc.

CIVIL ENGINEERS • LAND SURVEYORS

2985 N. BURL AVENUE SUITE 101 FRESNO, CA 93727
TEL (559) 244-3123 WEBSITE YANDHENG.COM

Ref. & Rev.

CITY OF DINUBA

EXHIBIT "B"
APN 013-040-053-000 (PORTION)
PUBLIC STREET &
UTILITY EASEMENT

Dr. By: RBW
Ch. By: WVT
Date: 12/12/2019
YH Job No. 17-314
Sheet No. 1
of 1 Sheets

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City Clerk
City of Dinuba
1088 E. Kamm Avenue
Dinuba, CA 93618

APN: 013-050-004(Portion)

No recording fee required:

Exempt pursuant to Code 27383

No filing fee required:

Exempt pursuant to Government Code Section 6103

No payment of document transfer tax:

Exempt pursuant to Revenue and Taxation Code Section 11922

Space above this line for Recorder's Use

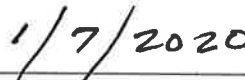
DEED OF EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, G. L. Narayan M.D. INC. Defined Benefit Plan ("GRANTOR") hereby GRANTS to the City of Dinuba, a Municipal Corporation, ("GRANTEE"), an EASEMENT for public street and utility purposes, incidents thereto upon, over and across that certain portion of real property in the City of Dinuba, County of Tulare, State of California, described as:

FOR LEGAL DESCRIPTION, SEE EXHIBITS "A" AND "B"
ATTACHED HERETO AND MADE A PART HEREOF.

GRANTOR(s)


G. L. Narayan M.D. INC. Defined Benefit Plan


Date

ACKNOWLEDGMENT

A notary public or other office 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 January 7, 2020 before me, Elva Patino, Notary Public
(insert name and title of the officer)

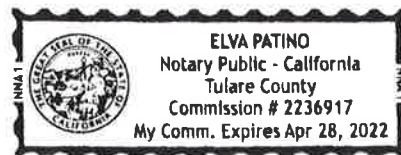
personally appeared G.L. Naragan
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

Signature Elva Patino

(Seal)



CERTIFICATE OF ACCEPTANCE

This is to certify that the City of Dinuba, grantee herein, hereby accepts for public purposes the real property, or interest therein, described in the foregoing Grant Deed dated _____, 2020 from _____ and consents to the recordation thereof.

In Witness Whereof, I have hereunto set my hand this _____ of _____, 2020.

CITY OF DINUBA

By: _____
City Clerk

EXHIBIT "A"

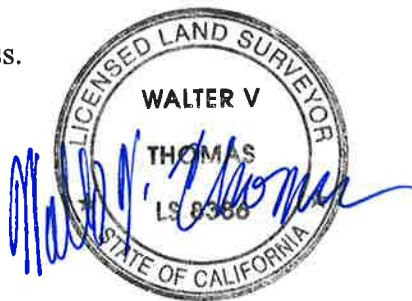
Public Utility Easement
APN 013-040-004 (Portion)

All that portion of Lots 10, 11 and 12 of the map of North Dinuba, according to the map thereof recorded in Book 12 of Maps at Page 19, Tulare County Records, in the City of Dinuba, County of Tulare, State of California, described as follows:

BEGINNING at the Northwest corner of said Lot 10;
Thence South $87^{\circ}17'03''$ East, 9.51 feet along the North line of said Lot 10 to a point on a line 9.50 feet East of and parallel with the West line of said Lots 10, 11 and 12.
Thence South $00^{\circ}41'18''$ West 67.17 feet along said parallel line;
Thence South $43^{\circ}17'52''$ East, 11.33 feet to the South line of said Lot 12;
Thence North $87^{\circ}17'03''$ West, 17.38 feet along said South line to the Southwest corner of said Lot 12;
Thence North $00^{\circ}41'18''$ East, 75.04 feet along said West line of said Lots 10, 11 and 12 to the **POINT OF BEGINNING**;

For the purpose of this description the said West line of said Lots 10, 11 and 12 is taken to be a line 40.00 feet East of and parallel with the West line of the Southwest quarter of Section 5, Township 16 South, Range 24 East, Mount Diablo Base and Meridian, according to the Official United States Township Plat thereof.

Containing an area of 744 square feet, more or less.



Parcel Map Check Report

Client:

Client

Client Company

Address 1

Date: 1/3/2020 12:17:34 PM

Prepared by:

Preparer

Your Company Name

123 Main Street

Parcel Name: Site 1 - Y&H_EX-PARCEL : 1**Description:**

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 2,089,565.6546'

East: 6,445,690.0606'

Segment# 1: Line

Course: N87° 17' 03"W

Length: 17.38'

North: 2,089,566.4781'

East: 6,445,672.7001'

Segment# 2: Line

Course: N0° 41' 18"E

Length: 75.04'

North: 2,089,641.5127'

East: 6,445,673.6016'

Segment# 3: Line

Course: S87° 17' 03"E

Length: 9.51'

North: 2,089,641.0621'

East: 6,445,683.1009'

Segment# 4: Line

Course: S0° 41' 18"W

Length: 67.17'

North: 2,089,573.8969'

East: 6,445,682.2940'

Segment# 5: Line

Course: S43° 17' 52"E

Length: 11.33'

North: 2,089,565.6510'

East: 6,445,690.0640'

Perimeter: 180.42'**Area:** 743.84Sq.Ft.**Error Closure:** 0.0050**Course:** S42° 58' 52"E**Error North :** -0.00363**East:** 0.00339

Precision 1: 36,086.00

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City Clerk
City of Dinuba
1088 E. Kamm Avenue
Dinuba, CA 93618

APN: 013-050-017(portion)
013-050-016(portion)
013-050-015(portion)

No recording fee required:

Exempt pursuant to Code 27383

No filing fee required:

Exempt pursuant to Government Code Section 6103

No payment of document transfer tax:

Exempt pursuant to Revenue and Taxation Code Section 11922

Space above this line for Recorder's Use

DEED OF EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Rachel Espinosa Martinez, an unmarried woman ("GRANTOR") hereby GRANTS to the City of Dinuba, a Municipal Corporation, ("GRANTEE"), an EASEMENT for public street and utility purposes, incidents thereto upon, over and across that certain portion of real property in the City of Dinuba, County of Tulare, State of California, described as:

FOR LEGAL DESCRIPTION, SEE EXHIBITS "A" AND "B"
ATTACHED HERETO AND MADE A PART HEREOF.

GRANTOR(s)

Rachel Espinosa Martinez 1-7-2020
Rachel Espinosa Martinez Date

ACKNOWLEDGMENT

A notary public or other office 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

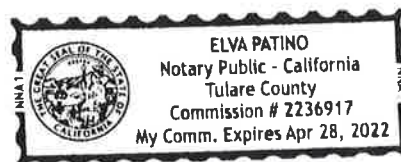
On January 7, 2020 before me, Elva Patino, Notary Public
(insert name and title of the officer)

personally appeared Rachel Espinosa Martinez
_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.

Signature Elva Patino (Seal)



CERTIFICATE OF ACCEPTANCE

This is to certify that the City of Dinuba, grantee herein, hereby accepts for public purposes the real property, or interest therein, described in the foregoing Grant Deed dated _____, 2020 from _____ and consents to the recordation thereof.

In Witness Whereof, I have hereunto set my hand this _____ of _____, 2020.

CITY OF DINUBA

By: _____
City Clerk

EXHIBIT "A"

Public Utility Easement

APN 013-040-015, 013-040-016, 013-040-017 (Portion)

All that portion of Lots 13 through 19 of the map of North Dinuba, according to the map thereof recorded in Book 12 of Maps at Page 19, Tulare County Records, in the City of Dinuba, County of Tulare, State of California, described as follows:

BEGINNING at the Northwest corner of said Lot 13;

Thence South $87^{\circ}17'03''$ East, 17.68 feet along the North line of said Lot 13;

Thence South $46^{\circ}42'08''$ West 11.35 feet to a point on a line parallel with and 9.50 feet East of the West line of said Lots 13 through 19;

Thence South $00^{\circ}41'18''$ East, 161.81 feet along said parallel line to the South line of said Lot 19;

Thence North $87^{\circ}19'35''$ West, 9.51 feet along said South line to the Southwest corner of said Lot 19;

Thence North $00^{\circ}41'18''$ East, 169.99 feet along said West line of said Lots 13 through 19 to the **POINT OF BEGINNING**;

For the purpose of this description the said West line of said Lots 13 through 19 is taken to be a line 40.00 feet East of and parallel with the West line of the Southwest quarter of Section 5, Township 16 South, Range 24 East, Mount Diablo Base and Meridian, according to the Official United States Township Plat thereof.

Containing an area of 1648 square feet, more or less.



Parcel Map Check Report

Client:

Client

Client Company

Address 1

Date: 1/3/2020 12:17:09 PM

Prepared by:

Preparer

Your Company Name

123 Main Street

Parcel Name: Site 1 - Y&H_EX-PARCEL : 1**Description:**

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North:2,089,336.4681'

East:6,445,669.9395'

Segment# 1: Line

Course: N0° 41' 18"E

Length: 169.99'

North: 2,089,506.4458'

East: 6,445,671.9817'

Segment# 2: Line

Course: S87° 17' 03"E

Length: 17.68'

North: 2,089,505.6081'

East: 6,445,689.6418'

Segment# 3: Line

Course: S46° 42' 08"W

Length: 11.35'

North: 2,089,497.8244'

East: 6,445,681.3813'

Segment# 4: Line

Course: S0° 41' 18"W

Length: 161.81'

North: 2,089,336.0261'

East: 6,445,679.4374'

Segment# 5: Line

Course: N87° 19' 35"W

Length: 9.51'

North: 2,089,336.4697'

East: 6,445,669.9378'

Perimeter: 370.33'

Area: 1,648.23Sq.Ft.

Error Closure: 0.0024

Course: N48° 07' 52"W

Error North : 0.00158

East: -0.00176

Precision 1: 154,308.33

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City Clerk
City of Dinuba
1088 E. Kamm Avenue
Dinuba, CA 93618

APN: 013-040-013-000 (portion)

No recording fee required:

Exempt pursuant to Code 27383

No filing fee required:

Exempt pursuant to Government Code Section 6103

No payment of document transfer tax:

Exempt pursuant to Revenue and Taxation Code Section 11922

Space above this line for Recorder's Use

DEED OF EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Philip Cottingham, a single man ("GRANTOR") hereby GRANTS to the City of Dinuba, a Municipal Corporation, ("GRANTEE"), an EASEMENT for public street and utility purposes, incidents thereto upon, over and across that certain portion of real property in the City of Dinuba, County of Tulare, State of California, described as:

FOR LEGAL DESCRIPTION, SEE EXHIBITS "A" AND "B"
ATTACHED HERETO AND MADE A PART HEREOF.

GRANTOR(s)


Philip Cottingham Date

ACKNOWLEDGMENT

A notary public or other office 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

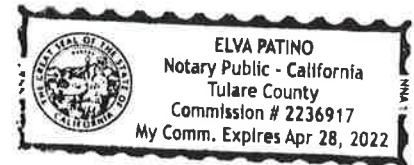
On January 6, 2020 before me, Elva Patino, Notary Public
(insert name and title of the officer)

personally appeared Philip Neal Cottingham
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.

Signature Elva Patino (Seal)



CERTIFICATE OF ACCEPTANCE

This is to certify that the City of Dinuba, grantee herein, hereby accepts for public purposes the real property, or interest therein, described in the foregoing Grant Deed dated _____, 2020 from _____ and consents to the recordation thereof.

In Witness Whereof, I have hereunto set my hand this _____ of _____, 2020.

CITY OF DINUBA

By: _____
City Clerk

EXHIBIT "A"

Public Street & Utility Easement
APN 013-040-013-000 (PORTION)

All that portion of Lot 33 of the Map of the Town of North Dinuba, according to the map thereof recorded in Book 12 of Maps at Page 19, Tulare County Records, in the City of Dinuba, County of Tulare, State of California, described as follows:

BEGINNING at the Northwest corner of said Lot 33;

Thence South $61^{\circ}56'37''$ East, 32.83 feet along the North line of said Lot 33 to the beginning of a non-tangent curve concave to the Northwest having a radius of 52.00 feet and to which beginning of said non-tangent curve a radial line bears South $64^{\circ}08'52''$ East;

Thence Southwesterly, 40.69 feet along said non-tangent curve through a central angle of $44^{\circ}49'59''$ to the West line of said Lot 33;

Thence North $00^{\circ}51'19''$ East, 41.84 feet along said West line to the **POINT OF BEGINNING**.



MAP OF BELLA VISTA COLONY
BOOK 2 OF MAPS AT PAGE 93
T.C.R.

DOC. NO.
2009-0061336
O.R.T.C.

LOT 32

POB
NORTHWEST CORNER
LOT 33

FORMER CENTERLINE A.T. & S.F. RAILROAD
DOC. NO. 2001-0095862
O.R.T.C.

60' AVENUE 427
GRIGGS AVENUE

S61°56'37"E 32.83'
S64°08'52"E
RADIAL
D=44°49'59"
R=52.00'
L=40.69'
S19°18'53"E
RADIAL
N0°51'19"E 41.84'

DOC. NO. 2015-0001746
O.R.T.C.

LOT 33

MAP OF THE TOWN OF NORTH DINUBA
VOLUME 12 OF MAPS AT PAGE 19
T.C.R.

LEGEND



AREA TO BE GRANTED FOR PUBLIC STREET
AND UTILITY EASEMENT PURPOSES,
AREA = 716 SQUARE FEET, MORE OR LESS

T.C.R.
O.R.T.C.
POB

TULARE COUNTY RECORDS
OFFICIAL RECORDS TULARE COUNTY
POINT OF BEGINNING

NOTE

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

SCALE: 1" = 40'
0' 20' 40'



**Yamabe & Horn
Engineering, Inc.**

CIVIL ENGINEERS • LAND SURVEYORS
2985 N. BURL AVENUE SUITE 101 FRESNO, CA 93727
TEL (559) 244-3123 WEBSITE YANDHENG.COM

Ref. & Rev.

CITY OF DINUBA

EXHIBIT "B"
APN 013-040-013-000
(PORTION)
PUBLIC STREET &
UTILITY EASEMENT

Dr. By: AA
Ch. By: WVT
Date: 12/12/2019
YH Job No. 19-314
Sheet No. 1
of 1 Sheets

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City Clerk
City of Dinuba
1088 E. Kamm Avenue
Dinuba, CA 93618

APN: 013-040-043-000 (portion)

No recording fee required:

Exempt pursuant to Code 27383

No filing fee required:

Exempt pursuant to Government Code Section 6103

No payment of document transfer tax:

Exempt pursuant to Revenue and Taxation Code Section 11922

Space above this line for Recorder's Use

DEED OF EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Philip Cottingham, a single man ("GRANTOR") hereby GRANTS to the City of Dinuba, a Municipal Corporation, ("GRANTEE"), an EASEMENT for public street and utility purposes, incidents thereto upon, over and across that certain portion of real property in the City of Dinuba, County of Tulare, State of California, described as:

FOR LEGAL DESCRIPTION, SEE EXHIBITS "A" AND "B"
ATTACHED HERETO AND MADE A PART HEREOF.

GRANTOR(s)

Philip Cottingham 1-6-20
Philip Cottingham Date

ACKNOWLEDGMENT

A notary public or other office 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

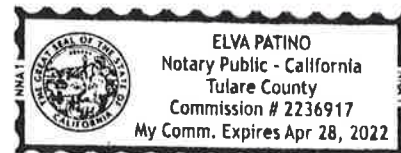
On January 6, 2020 before me, Elva Patino, Notary Public
(insert name and title of the officer)

personally appeared Philip Neal Gottingham
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.

Signature Elva Patino (Seal)



CERTIFICATE OF ACCEPTANCE

This is to certify that the City of Dinuba, grantee herein, hereby accepts for public purposes the real property, or interest therein, described in the foregoing Grant Deed dated _____, 2020 from _____ and consents to the recordation thereof.

In Witness Whereof, I have hereunto set my hand this _____ of _____, 2020.

CITY OF DINUBA

By: _____
City Clerk

EXHIBIT "A"

Public Street & Utility Easement
APN 013-040-043-000 (PORTION)

All that portion of the land described per the Deed recorded December 19, 2001 as Document No. 2001-0095862, Official Records Tulare County, in the City of Dinuba, County of Tulare, State of California, described as follows:

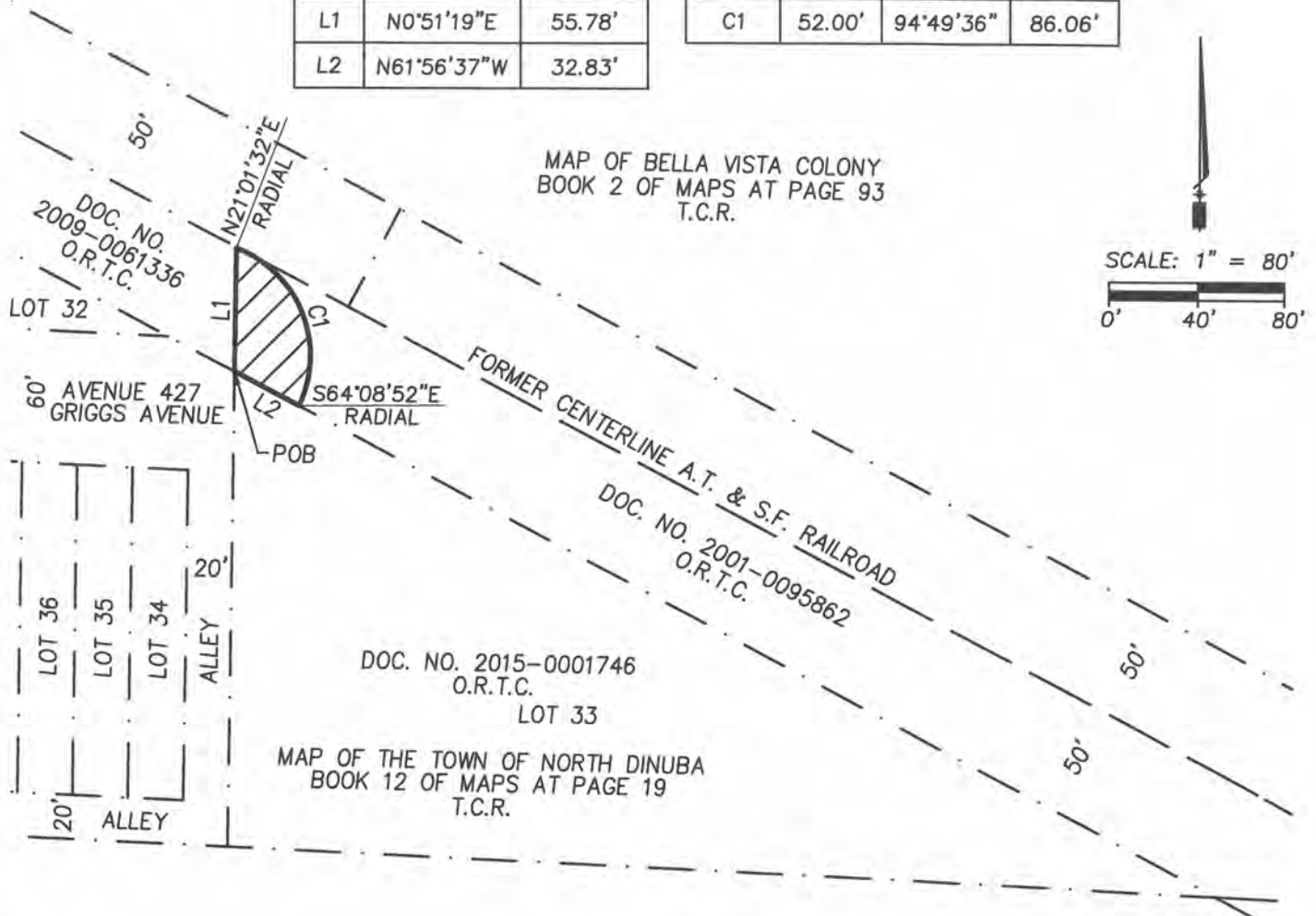
BEGINNING at the Southwest corner of the land described per said Document No. 2001-0095862;
Thence North $0^{\circ}51'19''$ East, 55.78 feet along the West line of the land described per said Document No. 2001-0095862 to the beginning of a non-tangent curve concave to the Southwest having a radius of 52.00 feet and to which beginning of said non-tangent curve a radial line bears North $21^{\circ}01'32''$ East;
Thence Southeasterly, Southerly and Southwesterly, 86.06 feet along said non-tangent curve through a central angle of $94^{\circ}49'36''$ to the South line of the land described per said Document No. 2001-0095862;
Thence North $61^{\circ}56'37''$ West, 32.83 feet along said South line to the **POINT of BEGINNING**.

Containing an area of 1,705 square feet, more or less.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N0°51'19"E	55.78'
L2	N61°56'37"W	32.83'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	52.00'	94°49'36"	86.06'



LEGEND



T.C.R.
O.R.T.C.
POB

AREA TO BE GRANTED FOR PUBLIC STREET
AND UTILITY EASEMENT PURPOSES,
AREA = 1,705 SQUARE FEET, MORE OR LESS
TULARE COUNTY RECORDS
OFFICIAL RECORDS TULARE COUNTY
POINT OF BEGINNING

NOTE

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



**Yamabe & Horn
Engineering, Inc.**

CIVIL ENGINEERS • LAND SURVEYORS

2985 N. BURL AVENUE SUITE 101 FRESNO, CA 93727
TEL (559) 244-3123 WEBSITE YANDHENG.COM

Ref. & Rev.

CITY OF DINUBA

EXHIBIT "B"
APN 013-040-043-000 (PORTION)
PUBLIC STREET &
UTILITY EASEMENT

Dr. By: RBW
Ch. By: WVT
Date: 12/12/2019
YH Job No. 17-314
Sheet No. 1
of 1 Sheets

Chicago Title Company

1140 F Street, Suite 103, Reedley, CA 93654
Phone: (559)638-8348 | Fax: (559)638-9876

ESTIMATED BUYER'S STATEMENT

Settlement Date: December 23, 2019
Disbursement Date: December 23, 2019

Escrow Number: FWFM-4461900573
Escrow Officer: Acevedo-Cauthen AC Team
Email: ctreedley1@ctt.com

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

Seller: Stanley R. Warkentin
4869 N. Harrison #103
Fresno, CA 93704

Property: 42752 Rd. 80
Dinuba, CA 93618
Parcel ID(s): 013-040-003-000

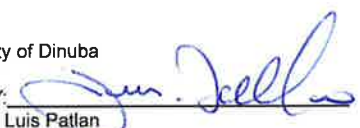
Lender:

	\$	DEBITS	\$	CREDITS
FINANCIAL CONSIDERATION				
Sale Price of Property		50,000.00		
TITLE & ESCROW CHARGES				
Title - Escrow Fee	Chicago Title Company	525.00		
Title - Mobile Signing Service		0.00		
Title - Notary	Chicago Title Company	30.00		
Title - Recording Service Fee	SPL	14.00		
Title - Owner's Title Insurance	Chicago Title Company	400.00		
GOVERNMENT CHARGES				
Recording Fees	Chicago Title Company	150.00		
Tulare County Transfer Tax	Chicago Title Company	55.00		
Subtotals		51,174.00		
Balance Due FROM Buyer				51,174.00
TOTALS		51,174.00		51,174.00

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements to be made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

BUYER:

City of Dinuba

BY: 
Luis Patlan
City Manager



CHICAGO TITLE COMPANY

IMPORTANT NOTICE TO NEW PROPERTY OWNERS

Escrow No.: FWFM-4461900573
Title No.: FWVI-TO19002164
Property: 42752 Rd. 80, Dinuba, CA 93618

Your Tax Collector's experience has shown that many tax delinquencies occur during the first year of property ownership. As a new property owner, you should be aware of the manner in which real property taxes are currently billed and paid.

It is your responsibility to obtain and pay the real property tax bill. Failure to receive a tax bill does not relieve the imposition of penalties after the delinquency date. The Tax Collector has no discretion regarding penalties.

County taxes are levied on both real and personal property and become a lien, annually, on the first day in January preceding the fiscal year for which such taxes are levied. The Fiscal year begins on July 1st and ends on June 30th of the following calendar year.

Property taxes are due and payable in two installments, although the property owner, may pay both installments prior to December 10th without penalty.

- The first installment is due November 1st and delinquent at 5:00 P.M. on December 10th.
- The second installment is due February 1st and delinquent at 5:00 P.M. on April 10th.

If the 10th day of December or April falls on Saturday, Sunday or a holiday, the time of delinquency is 5:00 P.M. on the next regular business day.

- Penalties of Ten Percent (10%) immediately begin accruing if payment is not made when due.

If your deed records after January 1st, the tax bill may be mailed to the prior owner. It is your responsibility to contact the Tax Collector's office if you fail to receive the tax bill in November of each year. If you have made alternate arrangements for the taxes to be paid on your behalf by a lender or agent, you may want to confirm that they are in receipt of the current tax bill to avoid penalties.

In addition, the within described property may be subject to supplemental real property taxes due to the change of ownership taking place through this escrow. Any supplemental real property taxes arising as a result of the transfer of the property to you shall be your sole responsibility. The due dates and delinquency dates may differ.

You are encouraged to contact the Tax Collector if you have any questions or if you wish to confirm your correct address on record to avoid penalties.

The undersigned has read and received a copy of the Notice.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

City of Dinuba

BY: _____

Luis Patlan
City Manager

12/16/15
Date

Title Report

City of Dinuba
405 E. El Monte Way
Dinuba, CA 93618
Attn: Luis Patlan

Escrow Officer: Acevedo-Cauthen AC Team
Email: ctreedley1@ctt.com
File No.: FWVI-TO19002164RRL
Escrow No.: FWFM-4461900573

Property Address: 42752 Road 80, Dinuba, CA

Introducing LiveLOOK

LiveLOOK title document delivery system is designed to provide 24/7 real-time access to all information related to a title insurance transaction.

Access title reports, exception documents, an easy-to-use summary page, and more, at your fingertips and your convenience.

[To view your new Chicago Title LiveLOOK report, Click Here](#)



Effortless, Efficient, Compliant, and Accessible



PRELIMINARY REPORT

*In response to the application for a policy of title insurance referenced herein, **Chicago Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.*

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Chicago Title Insurance Company, a Florida corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Chicago Title Insurance Company

By:

President

Attest:

Secretary

Countersigned By:

Authorized Officer or Agent



Visit Us on our Website: www.ctic.com



ISSUING OFFICE: 2540 West Shaw Lane, #112, Fresno, CA 93711

FOR SETTLEMENT INQUIRIES, CONTACT:

Chicago Title Company
1140 "F" Street, Suite 103 • Reedley, CA 93654
(559)638-8348 • FAX (559)638-9876

***Another Prompt Delivery From Chicago Title Company Title Department
Where Local Experience And Expertise Make A Difference***

PRELIMINARY REPORT

Title Officer: Raul R Lirio
Email: Raul.Lirio@titlegroup.fntg.com
Title No.: FWVI-TO19002164RRL

Escrow Officer: Acevedo-Cauthen AC Team
Email: ctreedley1@ctt.com
Escrow No.: FWFM-4461900573

TO: City of Dinuba
405 E. El Monte Way
Dinuba, CA 93618
Attn: Luis Patlan

PROPERTY ADDRESS(ES): 42752 Road 80, Dinuba, CA

EFFECTIVE DATE: December 3, 2019 at 07:30 AM

The form of policy or policies of title insurance contemplated by this report is:

CLTA Standard Coverage Policy 1990 (04-08-14)

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A FEE

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Stanley R. Warkentin, a single man

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

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

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 013-040-003-000

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

LOTS SIX(6), SEVEN(7), EIGHT(8) AND NINE(9) OF THE TOWN OF NORTH DINUBA, IN THE COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 12, PAGE 19 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE WEST 15 FEET THEREOF.

AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
2. Taxes and assessments levied by the Alta Irrigation District.
3. Rights of way for public roads, ditches, or canals heretofore dedicated, conveyed, and/or declared and as the same may be located over and across said property.
4. The Land described herein is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the Redevelopment Plan) as disclosed by a document.

Redevelopment

Agency: Dinuba Redevelopment Agency Project
Recording Date: July 11, 2008
Recording No.: [2008-0048588, of Official Records](#)

5. A homestead declaration

Executed by: Stanley R. Warkentin
Dated: February 8, 2010
Recording Date: February 9, 2010
Recording No.: [2010-0008502, of Official Records](#)

6. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

END OF EXCEPTIONS

NOTES

Note 1. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

Note 2. ***IMPORTANT RECORDING NOTE***

For Kings County, please send all original documents for recording to the following office:

Chicago Title Company
1460 W. 7th Street, Ste 102
Hanford, CA 93230
Attn: Recording Desk
Phone: (559) 584-3381

For Tulare County, please send all original documents for recording to the following office:

Chicago Title Company
1750 W. Walnut Ave, Ste A
Visalia, CA 93277
Attn: Recording Desk
Phone: (559) 636-4300

Please direct all other title communication and copies of documents, including recording release instructions, policy write-up instructions, lenders instructions and settlement statements, to the Title Only Department of the issuing office.

PLEASE NOTE: TULARE AND KINGS COUNTIES, THERE IS AN EXTRA CHARGE OF \$14.00 FOR RECORDING SERVICE FEES.

Note 3. Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.

Note 4. Due to the special requirements of SB 50 (California Public Resources Code Section 8560 et seq.), any transaction that includes the conveyance of title by an agency of the United States must be approved in advance by the Company's State Counsel, Regional Counsel, or one of their designees.

NOTES
(continued)

Note 5. Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:

Name(s) furnished: City of Dinuba

If these name(s) are incorrect, incomplete or misspelled, please notify the Company.

Note 6. Property taxes, for the fiscal year shown below are PAID. For proration purposes the amounts were:

Tax ID No.:	013-040-003-000
Fiscal Year:	2019-2020
1st Installment:	\$73.18
2nd Installment:	\$73.18
Exemption:	\$0.00
Land:	\$9,989.00
Improvements:	\$571.00
Personal Property:	\$0.00
Code Area:	001-055

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

Note 7. Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land a Single Family Residence, known as 42752 Road 80, Dinuba, California, to an Extended Coverage Loan Policy.

Note 8. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

Note 9. The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

NOTES
(continued)

- Note 10.** If a county recorder, title insurance company, escrow company, real estate agent or association provides a copy of the declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold faced typed and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
- Note 11.** Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.

END OF NOTES



Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:

<http://www.fbi.gov>

Internet Crime Complaint Center:

<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE
Revised May 1, 2018

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF", "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

Browsing Information. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

How Personal Information is Collected

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

How Browsing Information is Collected

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see "**Choices With Your Information**" to learn the disclosures you can restrict.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

Choices With Your Information

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

ATTACHMENT ONE

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the Insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**ATTACHMENT ONE
(CONTINUED)**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE**

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

ATTACHMENT ONE (CONTINUED)

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

[Except as provided in Schedule B - Part II, [] (or []) this policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

[PART I

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.]

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:]

ATTACHMENT ONE (CONTINUED)

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.]
7. [Variable exceptions such as taxes, easements, CC&R's, etc., shown here.]

ATTACHMENT ONE (CONTINUED)

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY - ASSESSMENTS PRIORITY (04-02-15)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Companies

CTC – Chicago Title Company
CLTC – Commonwealth Land Title Company
FNTC – Fidelity National Title Company
FNTCCA – Fidelity National Title Company of California
TICOR – Ticor Title Company of California
LTC – Lawyer's Title Company

Underwritten by FNF Underwriters

CTIC – Chicago Title Insurance Company
CLTIC – Commonwealth Land Title Insurance Company
FNTIC – Fidelity National Title Insurance Company
FNTIC – Fidelity National Title Insurance Company
CTIC – Chicago Title Insurance Company
CLTIC – Commonwealth Land Title Insurance Company

Available Discounts

CREDIT FOR PRELIMINARY TITLE REPORTS AND/OR COMMITMENTS ON SUBSEQUENT POLICIES (CTIC, FNTIC)

Where no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within twelve (12) to thirty-six (36) months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge.

DISASTER LOANS (CTIC, CLTIC, FNTIC)

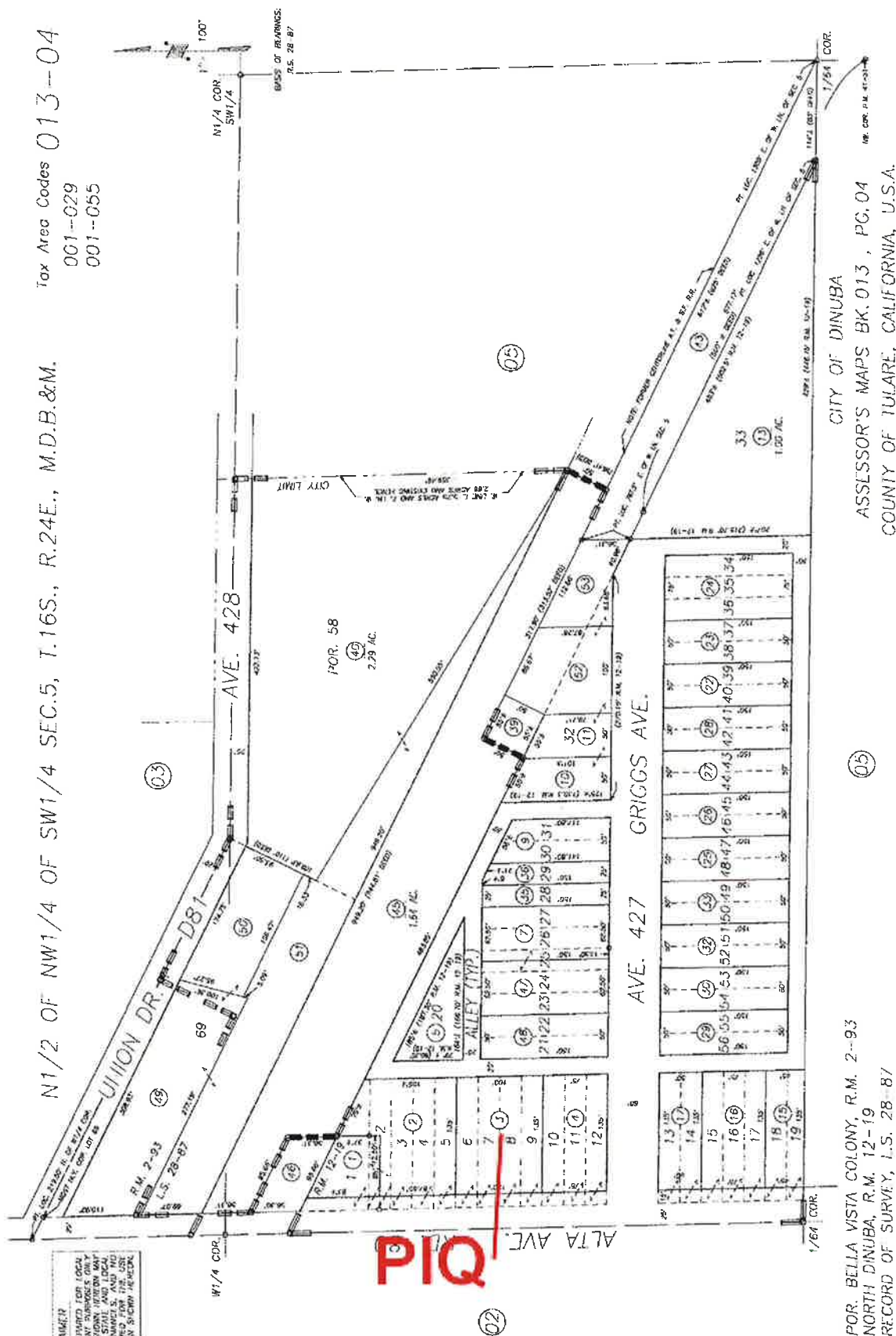
The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be thirty-two percent (32%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

N1/2 OF NW1/4 OF SW1/4 SEC.5, T.16S., R.24E., M.D.B.&M.

THIS MAP WAS PREPARED FOR LOCAL
PROPERTY ASSESSMENT PURPOSES ONLY
AND THE MAPSLEET SHOWN HEREIN MAY
NOT COMPLY WITH STATE AND LOCAL
SUBDIVISION CHARTERS, AND NO
LIABILITY IS ASSUMED FOR THE USE
OF THE INFORMATION SHOWN HEREON.



NOTE: Assessor's Parcel Numbers Shown in Circles (1) 123
Assessor's Block Numbers Shown in Ellipses

POP. BELLA VISTA COLONY, R.M. 2--93
NORTH DINUBA, R.M. 12-19
RECORD OF SURVEY, I.S. 28-87

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



SALE ESCROW INSTRUCTIONS

Chicago Title Company conducts escrow business under License No. 350 issued by the California Department of Insurance.

Acevedo-Cauthen AC Team, Escrow Officer
Chicago Title Company
1140 F Street, Suite 103
Reedley, CA 93654
Phone: (559)638-8348 Fax: 559-638-9876

Date: December 16, 2019
Title No.: FWVI-TO19002164
Escrow No.: FWFM-4461900573
Property: 42752 Rd. 80
Dinuba, CA 93618

Buyer(s) will execute and deliver a new Note and Deed of Trust in the amount of	\$	0.00
TOTAL CONSIDERATION	\$	50,000.00

AND, on or before December 23, 2019, Escrow Holder will be handed additional funds and/or instruments required to enable Escrow Holder to comply with these instructions, which Escrow Holder is instructed to use when in a position to procure/issue a CLTA Standard Coverage Policy 1990 (04-08-14) coverage form Policy of Title Insurance from Chicago Title Company with a liability of Fifty Thousand And No/100 Dollars (\$50,000.00), covering the following described property located in the City of Dinuba, County of Tulare, State of California:

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

SELLER/TRANSFEROR STATES THAT PROPERTY ADDRESS(ES) IS/ARE

42752 Rd. 80, Dinuba, CA 93618

SHOWING TITLE VESTED IN

City of Dinuba, a Municipal Corporation

FREE FROM ENCUMBRANCES EXCEPT

1. Current general and special taxes for the fiscal year in which this escrow closes, and taxes for the ensuing year, if any, a lien not yet due and payable;
2. 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;
3. Bonds and Assessments with no delinquent payments, if any;
4. Covenants, conditions, restrictions, reservations, easements and rights of way now of record, if any;
5. Exceptions numbered 1 THROUGH 4 inclusive as shown in your preliminary report.

SALE ESCROW INSTRUCTIONS

(continued)

PRORATIONS

Prorate as of Close of Escrow, on the basis of a three-hundred sixty (360) day year:

- THERE IS TO BE NO TAX PRORATIONS

ADDITIONAL INSTRUCTIONS

1. **DOCS SIGNED IN COUNTERPART:** These instructions/documents are executed in counterpart to facilitate this transaction each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and these counterparts together constitute 1 and the same instrument.
2. **GOOD FUNDS - DISBURSE WHEN AVAILABLE:** Buyer and Seller authorize and instruct to record all documents required in this escrow when all the conditions of this escrow have been met and upon receipt and deposit of all funds necessary to consummate this transaction in the form of a cashier's check, teller's check or certified check regardless of whether the funds are available for disbursement in accordance with California Insurance Code 12413.1. Immediately upon availability of the deposited instrument, is instructed to disburse all funds in accordance with these instructions and/or the attached estimated closing statement.
3. **NOTARY GUIDELINES:** The undersigned parties are herein made aware that Chicago Title Insurance Company requires that all documents that require a Notary be signed with an employee of Chicago Title Insurance Company, or signed with Bancserv (outside signing company), or signed with a Corporate approved notary. **PLEASE NOTE THERE ARE NO EXCEPTIONS TO THESE GUIDELINES AND IT IS STRONGLY RECOMMENDED THAT ARRANGEMENTS ARE MADE EARLY IN THE ORDER TO AVOID DELAYS IN CLOSING THE TRANSACTION.**
4. **ONE PROCEEDS CHECK:** Seller proceeds will be disbursed in the form of one check payable to the order of all Sellers unless Escrow Holder is provided with written instructions from all Sellers to do otherwise. Such checks require the personal endorsement of all payees to be negotiable.
5. **CLOSING COSTS - -** Buyer agrees to pay all closing costs including but not limited to escrow fees, owners title insurance policy fee, documentary transfer tax, recording fees, if any, and notary fees.

GENERAL INSTRUCTIONS

1. Seller is aware that interest on the existing loan(s) does not stop accruing at close of escrow, but continues until the actual day of receipt of the payoff by Lender.

Seller is aware that interest will accrue through weekends or holidays.

Seller is aware he/she/they are responsible for payment of all of such interest and will indemnify and hold Escrow Holder harmless in connection with the payment of such interest.
2. Checks to be issued at Close of Escrow: I/We the undersigned Buyer/Borrower/Seller hereby acknowledge that we are aware the Chicago Title Company will issue a check payable to the undersigned in payment of Seller's proceeds/Borrower's proceeds or Buyer's excess deposit refund. I/We further acknowledge and agree that said check will be presented to the bank for deposit as soon as possible after receipt, and collection and payment of the funds will only be done through the regular banking channels.

In addition, in the event there are liens to be paid on the undersigned's behalf, we hereby also acknowledge that I/we will not use the pay-by-phone electronic system to pay/collect the funds as Chicago Title Company will not honor such payments. The parties herein agree to be responsible for any stop

SALE ESCROW INSTRUCTIONS

(continued)

payment and reissue charges and/or losses that may be incurred in connection with any and all electronic debits to Chicago Title Company's Trust Accounts.

3. Buyer acknowledges deposit of balance of funds to close escrow to be in the form of wire transfer, certified check, cashier's check or teller's check payable to Chicago Title Company pursuant to the "Deposit of Funds", Paragraph 1 contained in the General Provisions attached hereto and made a part hereof.
4. The undersigned hereby authorize and instruct Escrow Holder to charge each party to the escrow for their respective Federal Express and/or special mail handling/courier fees. Unless specified in writing by the undersigned, Escrow Holder is authorized to select special mail/delivery or courier service to be used.
5. You are instructed to debit Seller's account and pay Seller's usual costs and charges including but not limited to Seller's portion of the escrow fee, Policy of Title Insurance, document preparation, documentary transfer tax, and recording of reconveyance(s), if any. In the event the Buyer's new loan is a FHA or VA loan, charges shall be debited to the Seller in accordance with FHA and VA regulations.
6. You are instructed to debit Buyer's account and pay Buyer's usual costs and charges including but not limited to Buyer's portion of the escrow fee, document preparation, recording of deed(s) of trust, if any, ALTA Policy of Title Insurance, if any, and new loan charges as instructed by lender, if any. In the event the new loan is a FHA or VA loan, charges shall be debited to the Buyer in accordance with FHA and VA regulations.

THE FOREGOING INSTRUCTIONS AND THOSE "GENERAL PROVISIONS" ATTACHED HERETO AND MADE A PART HEREOF ARE APPROVED AND ACCEPTED IN THEIR ENTIRETY AS FULLY SET OUT IN THIS PARAGRAPH. EACH OF THE UNDERSIGNED BUYER(S) HEREBY AUTHORIZE ESCROW AGENT TO FURNISH COPIES OF CLOSING STATEMENTS TO LENDER AND/OR BROKER INVOLVED.

GENERAL PROVISIONS

1. DEPOSIT OF FUNDS

The law dealing with the disbursement of funds requires that all funds be available for withdrawal as a matter of right by the title entity's escrow and/or sub escrow account prior to disbursement of any funds. Only cash or wire-transferred funds can be given immediate availability upon deposit. Cashier's checks, teller's checks and Certified checks may be available one business day after deposit. All other funds such as personal, corporate or partnership checks and drafts are subject to mandatory holding periods which may cause material delays in disbursement of funds in this escrow. In order to avoid delays, all fundings should be wire transferred. Outgoing wire transfers will not be authorized until confirmation of the respective incoming wire transfer or of availability of deposited checks.

Deposit of funds into general escrow trust account unless instructed otherwise. You may instruct Escrow Holder to deposit your funds into an interest bearing account by signing and returning the "Escrow Instructions - Interest Bearing Account". If you do not so instruct us, then all funds received in this escrow shall be deposited with other escrow funds in one or more general escrow trust accounts, which include both non-interest bearing demand accounts and other depository accounts of Escrow Holder, in any state or national bank or savings and loan association insured by the Federal Deposit Insurance Corporation (the "depository institutions") and may be transferred to any other such escrow trust accounts of Escrow Holder or one of its affiliates, either within or outside the State of California. A general escrow trust account is restricted and protected against claims by third parties and creditors of Escrow Holder and its affiliates.

Receipt of benefits by Escrow Holder and affiliates. The parties to this escrow acknowledge that the maintenance of such general escrow trust accounts with some depository institutions may result in Escrow Holder or its affiliates being provided with an array of bank services, accommodations or other benefits by the depository institution. Some or all of these benefits may be considered interest due you under California Insurance Code Section 12413.5. Escrow Holder or its affiliates also may elect to enter into other business transactions with or obtain loans for investment or other purposes from the depository institution. All such services, accommodations, and other benefits shall accrue to Escrow Holder or its affiliates and Escrow Holder shall have no obligation to account to the parties to this escrow for the value of such services, accommodations, interest or other benefits.

Said funds will not earn interest unless the instructions otherwise specifically state that funds shall be deposited in an interest-bearing account. All disbursements shall be made by check of Chicago Title Company. The principals to this escrow are hereby notified that the funds deposited herein are insured only to the limit provided by the Federal Deposit Insurance Corporation. Any instruction for bank wire will provide reasonable time or notice for Escrow Holder's compliance with such instruction. Escrow Holder's sole duty and responsibility shall be to place said wire transfer instructions with its wiring bank upon confirmation of (1) satisfaction of conditions precedent or (2) document recordation at close of escrow. Escrow Holder will NOT be held responsible for lost interest due to wire delays caused by any bank or the Federal Reserve System, and recommends that all parties make themselves aware of banking regulations with regard to placement of wires.

In the event there is insufficient time to place a wire upon any such confirmation or the wires have closed for the day, the parties agree to provide written instructions for an alternative method of disbursement. WITHOUT AN ALTERNATIVE DISBURSEMENT INSTRUCTION, FUNDS WILL BE HELD IN TRUST IN A NON-INTEREST BEARING ACCOUNT UNTIL THE NEXT OPPORTUNITY FOR WIRE PLACEMENT.

2. PRORATIONS AND ADJUSTMENTS

All prorations and/or adjustments called for in this escrow are to be made on the basis of a thirty (30) day month unless otherwise instructed in writing. You are to use information contained on last available tax statement, rental statement as provided by the Seller, beneficiary's statement and fire insurance policy delivered into escrow for the prorations provided for herein.

3. SUPPLEMENTAL TAXES

The within described property may be subject to supplemental real property taxes due to the change of ownership taking place through this escrow. Any supplemental real property taxes arising as a result of the transfer of the property to Buyer shall be the sole responsibility of Buyer and any supplemental real property taxes arising prior to the closing date shall be the sole responsibility of the Seller. TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER.

4. UTILITIES/POSSESSION

Transfer of utilities and possession of the premises are to be settled by the parties directly and outside escrow.

5. PREPARATION AND RECORDATION OF INSTRUMENTS

Escrow Holder is authorized to prepare, obtain, record and deliver the necessary instruments to carry out the terms and conditions of this escrow and to order the policy of title insurance to be issued at close of escrow as called for in these instructions. Close of escrow shall mean the date instruments are recorded.

6. AUTHORIZATION TO FURNISH COPIES

You are authorized to furnish copies of these instructions, supplements, amendments, notices of cancellation and closing statements, to the Real Estate Broker(s) and Lender(s) named in this escrow.

GENERAL PROVISIONS

(continued)

7. RIGHT OF CANCELLATION

Any principal instructing you to cancel this escrow shall file notice of cancellation in your office in writing. You shall, within two (2) working days thereafter, deliver, one (1) copy of such notice to each of the other principals at the addresses stated in this escrow. UNLESS WRITTEN OBJECTION TO CANCELLATION IS FILED IN YOUR OFFICE BY A PRINCIPAL WITHIN TEN (10) DAYS AFTER DATE OF SUCH DELIVERY, YOU ARE AUTHORIZED TO COMPLY WITH SUCH NOTICE AND DEMAND PAYMENT OF YOUR CANCELLATION CHARGES. If written objection is filed, you are authorized to hold all money and instruments in this escrow and take no further action until otherwise directed, either by the principals' mutual written instructions, or by final order of a court of competent jurisdiction.

8. PERSONAL PROPERTY

No examination or insurance as to the amount or payment of personal property taxes is required unless specifically requested.

By signing these General Provisions, the parties to the escrow hereby acknowledge that they are indemnifying the Escrow Holder against any and all matters relating to any "Bulk Sales" requirements, and instruct Escrow Agent to proceed with the closing of escrow without any consideration of matter of any nature whatsoever regarding "Bulk Sales" being handled through escrow.

9. RIGHT OF RESIGNATION

Escrow Holder has the right to resign upon written notice delivered to the principals herein. If such right is exercised, all funds and documents shall be returned to the party who deposited them and Escrow Holder shall have no liability hereunder.

10. AUTHORIZATION TO EXECUTE ASSIGNMENT OF HAZARD INSURANCE POLICIES

Either Buyer, Seller and/or Lender may hand you the insurance agent's name and insurance policy information, and you are to execute, on behalf of the principals hereto, form assignments of interest in any insurance policy (other than title insurance) called for in this escrow, forward assignment and policy to the insurance agent, requesting that the insurer consent to such transfer and/or attach a loss payable clause and/or such other endorsements as may be required, and forward such policy(s) to the principals entitled thereto. It is not your responsibility to verify the information handed you or the assignability of said insurance. Your sole duty is to forward said request to insurance agent at close of escrow.

Further, there shall be no responsibility upon the part of Escrow Holder to renew hazard insurance policy(s) upon expiration or otherwise keep it in force either during or subsequent to the close of escrow. Cancellation of any existing hazard insurance policies is to be handled directly by the principals, and outside of escrow.

11. ACTION IN INTERPLEADER

The principals hereto expressly agree that you, as Escrow Holder, have the absolute right at your election to file an action in interpleader requiring the principals to answer and litigate their several claims and rights among themselves and you are authorized to deposit with the clerk of the court all documents and funds held in this escrow. In the event such action is filed, the principals jointly and severally agree to pay your cancellation charges and costs, expenses and reasonable attorney's fees which you are required to expend or incur in such interpleader action, the amount thereof to be fixed and judgment therefore to be rendered by the court. Upon the filing of such action, you shall thereupon be fully released and discharged from all obligations imposed by the terms of this escrow or otherwise.

12. TERMINATION OF AGENCY OBLIGATION

If there is no action taken on this escrow within six (6) months after the "time limit date" as set forth in the escrow instructions or written extension thereof, your agency obligation shall terminate at your option and all documents, monies or other items held by you shall be returned to the parties depositing same. In the event of cancellation of this escrow, whether it be at the request of any of the principals or otherwise, the fees and charges due Chicago Title Company, including expenditures incurred and/or authorized shall be borne equally by the parties hereto (unless otherwise agreed to specifically).

13. DELIVERY/RECEIPT

Delivery to principals as used in these instructions unless otherwise stated herein is to be by hand in person to the principal, regular mail, email or fax to any of the contact information provided in these instructions. If delivered by regular mail receipt is determined to be seventy-two (72) hours after such mailing. All documents, balances and statements due to the undersigned may be delivered to the contact information shown herein. All notices, change of instructions, communications and documents are to be delivered in writing to the office of Chicago Title Company as set forth herein.

14. STATE/FEDERAL CODE NOTIFICATIONS

According to Federal Law, the Seller, when applicable, will be required to complete a sales activity report that will be utilized to generate a 1099 statement to the Internal Revenue Service.

Pursuant to State Law, prior to the close of escrow, Buyer will provide Escrow Holder with a Preliminary Change of Ownership Report. In the event said report is not handed to Escrow Holder for submission to the County in which subject property is located, upon recording of the Grant Deed, Buyers acknowledge that the applicable fee will be assessed by said County and Escrow Holder shall debit the account of Buyer for same at close of escrow.

GENERAL PROVISIONS

(continued)

15. NON-RESIDENT ALIEN

The Foreign Investment in Real Property Tax Act (FIRPTA), Title 26 U.S.C., Section 1445, and the regulations there under, provide in part, that a transferee (buyer) of a U.S. real property interest from a foreign person must withhold a statutory percentage of the amount realized on the disposition, report the transaction and remit the withholding to the Internal Revenue Service (IRS) within twenty (20) days after the transfer. Chicago Title Company will not determine nor aid in the determination of whether the FIRPTA withholding provisions are applicable to the subject transaction, nor act as a Qualified Substitute under state or federal law, nor furnish tax advice to any party to the transaction. Chicago Title Company will not determine nor aid in the determination of whether the transaction will qualify for an exception or an exemption and is not responsible for the filing of any tax forms with the IRS as they relate to FIRPTA, nor responsible for collecting and holding of any documentation from the buyer or seller on the buyer's behalf for the purpose of supporting a claim of an exception or exemption. Chicago Title Company is not an agent for the buyer for the purposes of receiving and analyzing any evidence or documentation that the seller in the subject transaction is a U.S. citizen or resident alien. Chicago Title Company is not responsible for the payment of this tax and/or penalty and/or interest incurred in connection therewith and such taxes are not a matter covered by the Owner's Policy of Title Insurance to be issued to the buyer. Chicago Title Company is not responsible for the completion of any IRS documents or related forms related to the referenced statute. The buyer is advised: they must independently make a determination of whether the contemplated transaction is subject to the withholding requirement; bear full responsibility for compliance with the withholding requirement if applicable and/or for payment of any tax, interest, penalties and/or other expenses that may be due on the subject transaction; and they are responsible for the completion of any and all forms, including but not limited to applicable IRS documentation, and the mailing of those forms. The Buyer is advised any forms, documents, or information received from Chicago Title Company is not tax or legal advice and should not be construed as such nor treated as a complete representation of FIRPTA requirements. Buyer should seek outside counsel from a qualified individual to determine any and all implications of the referenced statute.

16. ENCUMBRANCES

Escrow Holder is to act upon any statements furnished by a lienholder or his agent without liability or responsibility for the accuracy of such statements. Any adjustments necessary because of a discrepancy between the information furnished Escrow Holder and any amount later determined to be correct shall be settled between the parties direct and outside of escrow.

You are authorized, without the need for further approval, to debit my account for any fees and charges that I have agreed to pay in connection with this escrow, and for any amounts that I am obligated to pay to the holder of any lien or encumbrance to establish the title as insured by the policy of title insurance called for in these instructions. If for any reason my account is not debited for such amounts at the time of closing, I agree to pay them immediately upon demand, or to reimburse any other person or entity who has paid them.

17. ENVIRONMENTAL ISSUES

Chicago Title Company has made no investigation concerning said property as to environmental/toxic waste issues. Any due diligence required or needed to determine environmental impact as to forms of toxification, if applicable, will be done directly and by principals outside of escrow. Chicago Title Company is released of any responsibility and/or liability in connection therewith.

18. USURY

Escrow Holder is not to be concerned with any questions of usury in any loan or encumbrance involved in the processing of this escrow and is hereby released of any responsibility or liability therefore.

19. DISCLOSURE

Escrow Holder's knowledge of matters affecting the property, provided such facts do not prevent compliance with these instructions, does not create any liability or duty in addition to these instructions.

20. FACSIMILE/ELECTRONIC SIGNATURE

Escrow Holder is hereby authorized and instructed that, in the event any party utilizes electronic or "facsimile" transmitted signed documents or instructions to Escrow Holder, you are to rely on the same for all escrow instruction purposes and the closing of escrow as if they bore original signatures. "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law.

21. CLARIFICATION OF DUTIES

Chicago Title Company serves ONLY as an Escrow Holder in connection with these instructions and cannot give legal advice to any party hereto.

Escrow Holder is not to be held accountable or liable for the sufficiency or correctness as to form, manner of execution, or validity of any instrument deposited in this escrow, nor as to the identity, authority or rights of any person executing the same. Escrow Holder's duties hereunder shall be limited to the proper handling of such money and the proper safekeeping of such instruments, or other documents received by Escrow Holder, and for the disposition of same in accordance with the written instructions accepted by Escrow Holder.

The agency and duties of Escrow Holder commence only upon receipt of copies of these Escrow Instructions executed by all parties.

22. FUNDS HELD IN ESCROW

When the company has funds remaining in escrow over ninety (90) days after close of escrow or estimated close of escrow, the Company shall impose a monthly holding fee of Twenty-Five and No/100 Dollars (\$25.00) that is to be charged against the funds held by the Company.

GENERAL PROVISIONS

(continued)

THIS AGREEMENT IN ALL PARTS APPLIES TO, INURES TO THE BENEFIT OF, AND BINDS ALL PARTIES HERETO, THEIR HEIRS, LEGATEES, DEVISEES, ADMINISTRATORS, EXECUTORS, SUCCESSORS AND ASSIGNS, AND WHENEVER THE CONTEXT SO REQUIRES THE MASCULINE GENDER INCLUDES THE FEMININE AND NEUTER, AND THE SINGULAR NUMBER INCLUDES THE PLURAL. THESE INSTRUCTIONS AND ANY OTHER AMENDMENTS MAY BE EXECUTED IN ANY NUMBER OF COUNTERPARTS, EACH OF WHICH SHALL BE CONSIDERED AS AN ORIGINAL AND BE EFFECTIVE AS SUCH.

MY SIGNATURE HERETO CONSTITUTES INSTRUCTION TO ESCROW HOLDER OF ALL TERMS AND CONDITIONS CONTAINED IN THIS AND ALL PRECEDING PAGES AND FURTHER SIGNIFIES THAT I HAVE READ AND UNDERSTAND THESE GENERAL PROVISIONS.

Chicago Title Company conducts escrow business under License No. 350 issued by the California Department of Insurance.

END OF INSTRUCTIONS

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

BUYER(S):

Direct Deposit on behalf of: _____
Receiving Bank: _____
City/State: _____
ABA No.: _____
Account Name: _____
Account No.: _____

City of Dinuba

BY: _____

Luis Patlan
City Manager

12/16/17
Date

Forwarding Address:

405 E. EL Monte Way

Dinuba CA 93618

Phone: (559) 591-5900 Fax: _____

Email: Lpatlan@dinuba.ca.gov

GENERAL PROVISIONS

(continued)

SELLER(S):

Stanley R. Warkentin

Date

Forwarding Address:

Phone: _____ Fax: _____

Email: _____

EACH OF THE ABOVE SIGNED STATE THAT HE HAS READ THE FOREGOING INSTRUCTIONS AND UNDERSTANDS AND AGREES WITH THEM.

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 013-040-003-000

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

LOTS SIX(6), SEVEN(7), EIGHT(8) AND NINE(9) OF THE TOWN OF NORTH DINUBA, IN THE COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 12, PAGE 19 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE WEST 15 FEET THEREOF.

**FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE
Revised May 1, 2018**

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF", "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

Browsing Information. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

How Personal Information is Collected

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

How Browsing Information is Collected

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see "**Choices With Your Information**" to learn the disclosures you can restrict.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

Choices With Your Information

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Companies

CTC – Chicago Title Company
CLTC – Commonwealth Land Title Company
FNTC – Fidelity National Title Company
FNTCCA – Fidelity National Title Company of California
TICOR – Ticor Title Company of California
LTC – Lawyer's Title Company

Underwritten by FNF Underwriters

CTIC – Chicago Title Insurance Company
CLTIC – Commonwealth Land Title Insurance Company
FNTIC – Fidelity National Title Insurance Company
FNTIC – Fidelity National Title Insurance Company
CTIC – Chicago Title Insurance Company
CLTIC – Commonwealth Land Title Insurance Company

Available Discounts

CREDIT FOR PRELIMINARY TITLE REPORTS AND/OR COMMITMENTS ON SUBSEQUENT POLICIES (CTIC, FNTIC)

Where no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within twelve (12) to thirty-six (36) months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge.

DISASTER LOANS (CTIC, CLTIC, FNTIC)

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be thirty-two percent (32%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

PRELIMINARY CHANGE OF OWNERSHIP REPORT

To be completed by the transferee (buyer) prior to a transfer of subject property, in accordance with section 480.3 of the Revenue and Taxation Code. A *Preliminary Change of Ownership Report* must be filed with each conveyance in the County Recorder's office for the county where the property is located.

FOR ASSESSOR'S USE ONLY

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

ASSESSOR'S PARCEL NUMBER

013-040-003-000

SELLER/TRANSFEROR

Stanley R. Warkentin

BUYER'S DAYTIME TELEPHONE NUMBER

()

BUYER'S EMAIL ADDRESS

STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY

42752 Rd. 80, Dinuba, CA 93618

☐ YES ☐ NO This property is intended as my principal residence. If YES, please indicate the date of occupancy or intended occupancy.

MO	DAY	YEAR

☐ YES ☐ NO Are you a disabled veteran or an unmarried surviving spouse of a disabled veteran who was compensated at 100% by the Department of Veterans Affairs?

MAIL PROPERTY TAX INFORMATION TO (NAME)

City of Dinuba

MAIL PROPERTY TAX INFORMATION TO (ADDRESS)

405 E. El Monte Way

CITY

Dinuba

STATE

CA

ZIP CODE

93618

PART 1. TRANSFER INFORMATION*Please complete all statements.*

This section contains possible exclusions from reassessment for certain types of transfers.

YES NO

- ☐ ☐ A. This transfer is solely between spouses (*addition or removal of a spouse, death of a spouse, divorce settlement, etc.*).
- ☐ ☐ B. This transfer is solely between domestic partners currently registered with the California Secretary of State (*addition or removal of a partner, death of a partner, termination settlement, etc.*).
- ☐ ☐ * C. This is a transfer: ☐ between parent(s) and child(ren) ☐ from grandparent(s) to grandchild(ren).
- ☐ ☐ * D. This transfer is the result of a cotenant's death. Date of death _____
- ☐ ☐ * E. This transaction is to replace a principal residence by a person 55 years of age or older.
Within the same county? ☐ YES ☐ NO
- ☐ ☐ * F. This transaction is to replace a principal residence by a person who is severely disabled as defined by Revenue and Taxation Code section 69.5. Within the same county? ☐ YES ☐ NO
- ☐ ☐ G. This transaction is only a correction of the name(s) of the person(s) holding title to the property (*e.g., a name change upon marriage*).
If YES, please explain: _____
- ☐ ☐ H. The recorded document creates, terminates, or reconveys a lender's interest in the property.
- ☐ ☐ I. This transaction is recorded only as a requirement for financing purposes or to create, terminate, or reconvey a security interest (*e.g., cosigner*). If YES, please explain: _____
- ☐ ☐ J. The recorded document substitutes a trustee of a trust, mortgage, or other similar document.
- ☐ ☐ K. This is a transfer of property:
- ☐ ☐ 1. to/from a revocable trust that may be revoked by the transferor and is for the benefit of
☐ the transferor, and/or ☐ the transferor's spouse ☐ registered domestic partner.
- ☐ ☐ 2. to/from an irrevocable trust for the benefit of the
☐ creator/grantor/trustor and/or ☐ grantor's/trustor's spouse ☐ grantor's/trustor's registered domestic partner.
- ☐ ☐ L. This property is subject to a lease with a remaining lease term of 35 years or more including written options.
- ☐ ☐ M. This is a transfer between parties in which proportional interests of the transferor(s) and transferee(s) in each and every parcel being transferred remain exactly the same after the transfer.
- ☐ ☐ N. This is a transfer subject to subsidized low-income housing requirements with governmentally imposed restrictions, or restrictions imposed by specified nonprofit corporations.
- ☐ ☐ * O. This transfer is to the first purchaser of a new building containing an active solar energy system.
- ☐ ☐ P. Other. This transfer is to _____

* Please refer to the instructions for Part 1.

Please provide any other information that will help the Assessor understand the nature of the transfer.**THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION**

PART 2. OTHER TRANSFER INFORMATION*Check and complete as applicable.*

- A. Date of transfer, if other than recording date: _____
- B. Type of transfer:
☐ Purchase ☐ Foreclosure ☐ Gift ☐ Trade or exchange ☐ Merger, stock, or partnership acquisition (Form BOE-100-B)
☐ Contract of sale. Date of contract: _____ ☐ Inheritance. Date of death: _____
☐ Sale/leaseback ☐ Creation of a lease ☐ Assignment of a lease ☐ Termination of a lease. Date lease began: _____
Original term in years (including written options): _____ Remaining term in years (including written options): _____
☐ Other. Please explain: _____
- C. Only a partial interest in the property was transferred. ☐ YES ☐ NO If YES, indicate the percentage transferred: _____ %

PART 3. PURCHASE PRICE AND TERMS OF SALE*Check and complete as applicable.*

- A. Total purchase price. \$ _____
- B. Cash down payment or value of trade or exchange excluding closing costs Amount \$ _____
- C. First deed of trust @ _____ % interest for _____ years. Monthly payment \$ _____ Amount \$ _____
☐ FHA (____ Discount Points) ☐ Cal-Vet ☐ VA (____ Discount Points) ☐ Fixed rate ☐ Variable rate
☐ Bank/Savings & Loan/Credit Union ☐ Loan carried by seller
☐ Balloon payment \$ _____ Due date: _____
- D. Second deed of trust @ _____ % interest for _____ years. Monthly payment \$ _____ Amount \$ _____
☐ Fixed rate ☐ Variable rate ☐ Bank/Savings & Loan/Credit Union ☐ Loan carried by seller
☐ Balloon payment \$ _____ Due date: _____
- E. Was an Improvement Bond or other public financing assumed by the buyer? ☐ YES ☐ NO Outstanding balance \$ _____
- F. Amount, if any, of real estate commission fees paid by the buyer which are not included in the purchase price \$ _____
- G. The property was purchased: ☐ Through real estate broker. Broker name: _____ Phone number: (____) _____
☐ Direct from seller ☐ From a family member-Relationship _____
☐ Other. Please explain: _____
- H. Please explain any special terms, seller concessions, broker/agent fees waived, financing, and any other information (e.g., buyer assumed the existing loan balance) that would assist the Assessor in the valuation of your property.

PART 4. PROPERTY INFORMATION*Check and complete as applicable.*

- A. Type of property transferred
☐ Single-family residence ☐ Co-op/Own-your-own ☐ Manufactured home
☐ Multiple-family residence. Number of units: _____ ☐ Condominium ☐ Unimproved lot
☐ Other. Description: (i.e., timber, mineral, water rights, etc.) ☐ Timeshare ☐ Commercial/Industrial
- B. ☐ YES ☐ NO Personal/business property, or incentives, provided by seller to buyer are included in the purchase price. Examples of personal property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships, etc. Attach list if available.
If YES, enter the value of the personal/business property: \$ _____ Incentives \$ _____
- C. ☐ YES ☐ NO A manufactured home is included in the purchase price.
If YES, enter the value attributed to the manufactured home: \$ _____
☐ YES ☐ NO The manufactured home is subject to local property tax. If NO, enter decal number: _____
- D. ☐ YES ☐ NO The property produces rental or other income.
If YES, the income is from: ☐ Lease/rent ☐ Contract ☐ Mineral rights ☐ Other: _____
- E. The condition of the property at the time of sale was: ☐ Good ☐ Average ☐ Fair ☐ Poor
Please describe: _____

CERTIFICATION

I certify (or declare) that the foregoing and all information hereon, including any accompanying statements or documents, is true and correct to the best of my knowledge and belief.

SIGNATURE OF BUYER/TRANSFeree OR CORPORATE OFFICER 	DATE	TELEPHONE (559) 591-5900
NAME OF BUYER/TRANSFeree/PERSONAL REPRESENTATIVE/CORPORATE OFFICER (PLEASE PRINT) Luis Patlan	TITLE City Manager	EMAIL ADDRESS Lpatlan@dinuba.ca.gov

The Assessor's office may contact you for additional information regarding this transaction.



IMPORTANT BUYER INFORMATION

Escrow No.: FWFM-4461900573
Title No.: FWVI-TO19002164
Esc. Officer: Acevedo-Cauthen AC Team

Thank you for selecting Chicago Title Company to handle your real estate escrow. We know that you had a choice of companies, and we appreciate that you selected us.

In order that you might better understand some aspects of the transaction and that we might serve you more expeditiously, we are providing the following information:

1. **VESTING OF TITLE:** The manner in which title to real property is held may have important estate planning and tax consequences; therefore, serious consideration should be given to this decision. Joint tenancy, community property (available only to married couples), and tenancy in common are ways in which title to real property is frequently held by individuals. Any questions or concerns as to the best way for you to hold title should be directed to your attorney or accountant. Please provide this information to your escrow officer when it has been determined.
2. **PRELIMINARY CHANGE OF OWNERSHIP:** (Required when any change of ownership occurs) Section 480 of the Revenue and Taxation Code of the State of California requires that a buyer of real property complete a Preliminary Change of Ownership statement, which is to be filed at the time that a grant deed is recorded. This form will be provided to you during the course of your escrow. In the event that the statement is not completed and presented at the time of the recording of the deed, the recorder will assess the buyer an additional Twenty and No/100 Dollars (\$20.00) to record the deed. The failure to file a change in ownership statement within ninety (90) days from the date a written request is mailed by the assessor results in a penalty of either: (1) One Hundred and No/100 Dollars (\$100.00), or (2) Ten Percent (10%) of the taxes applicable to the new base year value reflecting the change in ownership of the real property or manufactured home, whichever is greater, but not to exceed Five Thousand and No/100 Dollars (\$5,000.00) if the property is eligible for homeowner's exemption or Twenty Thousand and No/100 Dollars (\$20,000.00) if the property is not eligible for the homeowner's exemption if that failure to file was not willful.
3. **INSURANCE:** You should begin now to make arrangements to obtain fire and casualty insurance for your protection and for the protection of your lender (if any). Your lender will have specific requirements for fire insurance coverage and, if applicable, flood insurance coverage. Discuss those requirements with your lender. Contact your agent now, advise him of this transaction, and discuss your insurance needs with him so that he will be prepared to provide the necessary coverage prior to the close of escrow. In the event that you do not have an agent, or if you would like to obtain an additional quote, you can contact Stillwater Insurance Group, an agency affiliated with Chicago Title Company, located at 5385 Hollister Avenue, Building 13, Santa Barbara, CA 93111, phone (888)333-2120 or fax (888)877-6355, e-mail ins@stillwater.com.
4. **DEPOSITS INTO ESCROW:** Except for wire transfers, funds remitted into your escrow are subject to availability requirements imposed by Section 12413.1 of the California Insurance Code. Cashier's checks, certified checks or teller's checks made payable to Chicago Title Company are generally available for disbursement on the next business day following the day of deposit. Funds received by wire transfer are available for disbursement on the day of receipt. Other forms of payment may cause extended delays in the closing of your transaction. Wire transfer information is available upon request. If you have any questions regarding this matter, please contact your escrow officer.
5. **NOTICE OF OPPORTUNITY TO EARN INTEREST:** You have the opportunity to earn interest on your escrowed funds as follows:
 - a. Request your escrow officer to set up an Interest Bearing Account (IBA).
 - b. The charge to set up and service the IBA is Fifty and No/100 Dollars (\$50.00).

IMPORTANT BUYER INFORMATION

(continued)

- c. As an example, the amount of interest you can earn on a deposit of \$1,000.00 for a thirty (30) day period at 4% is \$3.33. Interest earned is dependent on the amount of the deposit, length of time of the deposit and the prevailing interest rate.
 - d. To establish an IBA, ask for form "Escrow Instruction – Interest Bearing Account"; complete the form and return it to your escrow officer.
6. **SPECIAL HANDLING OF FUNDS:** In the event special handling of funds, as set out below, is required, please notify the escrow officer handling your file so that appropriate instructions can be prepared.
- a. **Bank Wires (Incoming):** Chicago Title Company will not be held responsible for verifying receipt of wires until the depositor notifies the escrow officer of (1) the time that the wire was sent; (2) the name and address of the wiring bank, and (3) the Federal Reserve number. Some banks charge a wire fee which can range from Fifteen and No/100 Dollars (\$15.00) to Twenty Five and No/100 Dollars (\$25.00).
 - b. **Bank Wires (Outgoing):** Wires shall be sent only when collected funds are on deposit in the wiring account. Some banks have established minimum wire amounts; some banks charge for utilizing wire services and the charges vary. The party to receive the wire will provide written notification of (1) the name and address of the recipient bank; (2) the beneficiary of the funds (name of the account); (3) the account number, and (4) the ABA or Routing Number. In the event that the recipient bank is not a member of the Federal Reserve System, the name and address of the correspondent bank will also be required. Any request for a bank wire will require reasonable advance notice in order for the Escrow Holder to comply with such request in a timely manner.

Chicago Title Company's sole duty and responsibility will be to place wire instructions with its wiring bank upon confirmation of (1) satisfaction of conditions precedent or (2) document recordation at the close of escrow. Chicago Title Company will not be responsible for lost interest due to wire delays caused by any bank or the Federal Reserve System. It is recommended that all parties make themselves aware of banking regulations with regard to the placement of wires within and/or outside of California.

In the event that there is insufficient time to place a wire upon any such confirmation, or the wires have closed for the day, the parties will need to provide written instructions for an alternative method of disbursement. Without an alternative disbursement instruction, funds will be held in the escrow account until the next opportunity for wire placement. In order to avoid delays in the proper handling of funds in your escrow, please notify your escrow officer if any of the above services are to be utilized.

7. **EXCHANGE OF INFORMATION:** In the event that this transaction involves a purchase of residential real property of one to four units and, as a part of the purchase price, the seller is taking back a note and trust deed, federal law requires that the seller and buyer provide each other with their respective names, addresses and social security or taxpayers identification numbers for the purpose of including that information on their respective federal income tax returns in conjunction with the reporting of the payment and receipt of mortgage interest.
8. **NOTICE OF TAX WITHHOLDING:** If applicable in this transaction, a separate Notice of Tax Withholding Requirements is enclosed herewith in compliance with Section 18662 of the California Revenue and Taxation Code.
9. In the event that the terms of your escrow indicate that you are responsible for providing any inspections, surveys or reports, please see that they and any invoices for those services (if they are to be paid for through the escrow) are deposited into the escrow as soon as they become available.
10. **POWER OF ATTORNEY:** If your transaction will require the use of a power of attorney, please advise your escrow officer as soon as possible.

We hope that the above information is helpful to you. If you have any questions, or if we can be of any assistance, please contact your escrow officer.



CHICAGO TITLE COMPANY

PRELIMINARY REPORT APPROVAL

Acevedo-Cauthen AC Team, Escrow Officer
Chicago Title Company
1140 F Street, Suite 103
Reedley, CA 93654
Phone: (559)638-8348 Fax: 559-638-9876

Title No.: FWVI-TO19002164
Escrow No.: FWFM-4461900573
Esc. Officer: Acevedo-Cauthen AC Team
Property: 42752 Rd. 80
Dinuba, CA 93618

I have read the Preliminary Report issued by Chicago Title Company, dated December 3, 2019, covering the property described in your above numbered escrow, and approve the Policy of Title Insurance to be issued as required by my instructions to include encumbrances therein Item No(s). 1 THROUGH 4 of said report, in addition to those specific items described in my escrow instructions or created by me.

I hereby acknowledge receipt of copy of said Preliminary Report.

In addition to the above, the undersigned hereby approve the legal description shown in Exhibit "A" of said report and authorize the use of said description on all documents in this transaction.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

BUYER(S):

City of Dinuba

BY: _____

Luis Patlan
City Manager

12/16/19
Date



City Council Staff Report

Department: CITY MANAGER'S OFFICE

January 14, 2020

To: Mayor and City Council

From: Maggie Moreno, Administrative Services Director

By: Linda Barkley, City Clerk

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

RECOMMENDATION

Council to review and approve the warrant register as presented.

EXECUTIVE SUMMARY

None.

OUTSTANDING ISSUES

None.

DISCUSSION

None.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.

ATTACHMENTS:

WR 12.13.2019

WR 12.20.2019

WR 01.03.2020

WR.01.10.2020



Accounts Payable Invoice Report

Payment Date Range 12/09/19 - 12/13/19
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 348 - Administrative Solutions, Inc.									
167989	Contractual	Paid by Check #23796		12/02/2019	12/13/2019	12/13/2019		12/13/2019	300.00
		Vendor 348 - Administrative Solutions, Inc. Totals				Invoices	1		<u>\$300.00</u>
Vendor 263 - Advantek Benefit Administrators									
1912 0011	Contractual	Paid by Check #23798		11/25/2019	12/13/2019	12/13/2019		12/13/2019	55,239.01
12/02/2019	Contractual	Paid by Check #23797		12/02/2019	12/13/2019	12/13/2019		12/13/2019	56,878.72
12/06/2019	Contractual	Paid by Check #23797		12/06/2019	12/13/2019	12/13/2019		12/13/2019	27,091.22
		Vendor 263 - Advantek Benefit Administrators Totals				Invoices	3		<u>\$139,208.95</u>
Vendor 1599 - Adventist Health Toxicology									
1023	PD - Specimen Collection Charges	Paid by Check #23799		12/02/2019	12/13/2019	12/13/2019		12/13/2019	72.00
		Vendor 1599 - Adventist Health Toxicology Totals				Invoices	1		<u>\$72.00</u>
Vendor 372 - Aecom USA, Inc.									
2000296939	AECOM Storm Water Master Plan	Paid by Check #23800		12/09/2019	12/13/2019	12/13/2019		12/13/2019	5,122.61
		Vendor 372 - Aecom USA, Inc. Totals				Invoices	1		<u>\$5,122.61</u>
Vendor 47 - Alta Irrigation District									
012-220-028 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	65.84
012-230-049 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	48.53
012-230-056 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	2,503.24
012-240-041 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	244.39
012-240-045 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	1,789.14
012-290-049 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	660.68
012-300-010 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	149.63
012-300-017 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	622.04
012-300-024 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	381.64
012-400-003 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	20.36
012-400-005 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	132.87
013-050-061 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	19.95
013-180-060 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	18.75
014-033-034 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	6.25
014-064-016 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	6.25
014-064-017 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	6.25
014-064-018 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	6.25
014-064-019 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	6.25
014-064-020 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	6.25
014-064-022 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	6.25
014-134-012 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	13.11
014-164-009 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	6.25
014-171-001 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	6.25
014-171-002 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	6.25



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Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
014-171-006 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	6.25
014-171-008 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	6.25
014-171-012 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	6.25
014-460-052 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	12.65
014-590-001 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	6.25
014-590-002 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	44.51
017-020-001 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	399.00
017-020-016 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	399.00
017-020-017 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	399.00
017-020-029 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	6.25
017-020-041 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	392.82
017-020-042 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	181.55
017-020-047 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	188.73
017-020-049 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	62.44
017-020-050 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	446.28
017-020-051 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	170.17
017-020-052 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	142.44
017-020-053 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	153.62
017-020-054 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	149.82
017-020-055 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	445.48
017-020-056 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	115.71
017-020-057 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	261.74
017-030-027 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	104.65
017-030-042 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	56.93
017-030-043 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	115.00
017-040-020 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	6.25
017-040-024 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	6.25
017-040-034 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	6.25
017-121-004 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	6.25
017-121-018 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	6.25
017-121-023 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	6.25
017-122-011 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	6.25
017-123-028 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	6.25
017-141-003 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	6.25
017-141-007 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	6.25
017-141-010 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	6.25
017-141-014 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	6.25
017-141-015 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	6.25
017-144-003 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	6.25
017-144-004 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	6.25
017-144-005 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	6.25
017-144-009 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	6.25



Accounts Payable Invoice Report

Payment Date Range 12/09/19 - 12/13/19
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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
017-144-012 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	6.25
017-144-013 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	6.25
017-144-014 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	6.25
017-202-014 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	6.25
017-202-015 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	6.25
017-202-016 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	6.25
017-202-019 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	17.02
017-202-020 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	19.67
017-203-014 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	6.25
017-210-016 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	6.25
017-273-001 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	199.50
017-280-002 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	134.09
017-280-020 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	102.70
017-290-012 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	28.87
017-290-015 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	55.20
017-300-024 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	8.74
017-300-025 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	6.25
017-320-001 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	187.73
017-320-003 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	161.99
018-014-001 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	6.25
018-042-001 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	6.25
018-042-002 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	6.25
018-042-004 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	6.25
018-042-005 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	6.25
018-042-006 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	6.25
018-180-010 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	29.73
018-180-011 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	369.08
018-210-055 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	22.54
018-220-089 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	24.94
018-230-067 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	24.73
030-120-056 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	179.55
030-250-012 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	6.25
030-250-013 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	6.25
030-250-014 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	6.25
030-250-015 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	6.25
030-250-016 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	6.25
030-250-017 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	6.25
030-250-018 2019	Utilities	Paid by Check #23801		11/21/2019	12/13/2019	12/13/2019		12/13/2019	6.25

Vendor **47 - Alta Irrigation District** Totals

Invoices

104

\$12,815.29

Vendor **1538 - American River Benefit Administrators**

#8461 1st Q 20	#8461 1st Q 2020	Paid by Check #23802	12/02/2019	12/13/2019	12/13/2019	12/13/2019	297.00
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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 1538 - American River Benefit Administrators Totals						Invoices	1		\$297.00
Vendor 351 - Anthem Blue Cross									
098473329I	060M86753 Sano	Paid by Check #23804		10/06/2019	12/13/2019	12/13/2019		12/13/2019	113.10
000480370E	279614C001 City of Dinuba Life Insurance 11/1-12/1/19	Paid by Check #23807		10/14/2019	12/13/2019	12/13/2019		12/13/2019	594.47
098621330I	060M86753 Sano	Paid by Check #23805		11/06/2019	12/13/2019	12/13/2019		12/13/2019	113.10
100032649	097M84206 Sano	Paid by Check #23803		11/07/2019	12/13/2019	12/13/2019		12/13/2019	674.43
100099576	925M97595 Hartley	Paid by Check #23806		11/07/2019	12/13/2019	12/13/2019		12/13/2019	169.45
000484016E	279614C001 City of Dinuba Life Insurance 11/1/19-1/1/20	Paid by Check #23808		11/14/2019	12/13/2019	12/13/2019		12/13/2019	592.81
Vendor 351 - Anthem Blue Cross Totals						Invoices	6		\$2,257.36
Vendor 1614 - Antojitos Nayarit									
98651	2019 Christmas Luncheon	Paid by Check #23794		12/10/2019	12/10/2019	12/10/2019		12/10/2019	350.00
Vendor 1614 - Antojitos Nayarit Totals						Invoices	1		\$350.00
Vendor 17 - AT&T									
5595959999 11/19	Communications	Paid by Check #23809		11/25/2019	12/13/2019	12/13/2019		12/13/2019	240.89
9391054743 12/19	Communications	Paid by Check #23810		12/02/2019	12/13/2019	12/13/2019		12/13/2019	98.82
5595958583 11/19	Communications	Paid by Check #23809		11/25/2019	12/13/2019	12/13/2019		12/13/2019	433.49
Vendor 17 - AT&T Totals						Invoices	3		\$773.20
Vendor 376 - BCS Consulting, LLC									
201935	IT services	Paid by Check #23811		12/04/2019	12/13/2019	12/13/2019		12/13/2019	6,200.00
Vendor 376 - BCS Consulting, LLC Totals						Invoices	1		\$6,200.00
Vendor 328 - Bernard Professional Transcription Services									
DM1801659	PD - Transcript Services DM1801659 (DM1902192)	Paid by Check #23812		11/26/2019	12/13/2019	12/13/2019		12/13/2019	17.50
Vendor 328 - Bernard Professional Transcription Services Totals						Invoices	1		\$17.50
Vendor 558 - Cecilia Bobst									
Safety 2019dp	Miscellaneous	Paid by Check #23813		12/09/2019	12/13/2019	12/13/2019		12/13/2019	225.00
Vendor 558 - Cecilia Bobst Totals						Invoices	1		\$225.00
Vendor 333 - Cintas Corporation No. 2									
4034312246	Contractual	Paid by Check #23814		11/06/2019	12/13/2019	12/13/2019		12/13/2019	71.08
4034312270	Contractual	Paid by Check #23814		11/06/2019	12/13/2019	12/13/2019		12/13/2019	161.83
4034312284	Contractual	Paid by Check #23814		11/06/2019	12/13/2019	12/13/2019		12/13/2019	22.62
4034443929	Contractual	Paid by Check #23814		11/07/2019	12/13/2019	12/13/2019		12/13/2019	118.92
4034900941	Contractual	Paid by Check #23814		11/13/2019	12/13/2019	12/13/2019		12/13/2019	161.83
4034900951	Contractual	Paid by Check #23814		11/13/2019	12/13/2019	12/13/2019		12/13/2019	71.08
4034901043	Contractual	Paid by Check #23814		11/13/2019	12/13/2019	12/13/2019		12/13/2019	51.37
4035018480	Contractual	Paid by Check #23814		11/14/2019	12/13/2019	12/13/2019		12/13/2019	92.64



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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
4035496009	Contractual	Paid by Check #23814		11/20/2019	12/13/2019	12/13/2019		12/13/2019	71.08
4035496068	Contractual	Paid by Check #23814		11/20/2019	12/13/2019	12/13/2019		12/13/2019	22.62
4035496130	Contractual	Paid by Check #23814		11/20/2019	12/13/2019	12/13/2019		12/13/2019	161.83
4035637787	Contractual	Paid by Check #23814		11/21/2019	12/13/2019	12/13/2019		12/13/2019	92.64
4036042741	Contractual	Paid by Check #23814		11/26/2019	12/13/2019	12/13/2019		12/13/2019	71.08
4036042813	Contractual	Paid by Check #23814		11/26/2019	12/13/2019	12/13/2019		12/13/2019	51.37
4036042868	Contractual	Paid by Check #23814		11/26/2019	12/13/2019	12/13/2019		12/13/2019	161.83
4036185958	Contractual	Paid by Check #23814		11/27/2019	12/13/2019	12/13/2019		12/13/2019	120.97
4034444018	Contractual	Paid by Check #23814		11/07/2019	12/13/2019	12/13/2019		12/13/2019	78.19
4035018575	Contractual	Paid by Check #23814		11/14/2019	12/13/2019	12/13/2019		12/13/2019	78.19
4035637739	Contractual	Paid by Check #23814		11/21/2019	12/13/2019	12/13/2019		12/13/2019	78.19
4036185998	Contractual	Paid by Check #23814		11/27/2019	12/13/2019	12/13/2019		12/13/2019	78.19
4036042837	PD - Janitorial Supplies	Paid by Check #23814		11/26/2019	12/13/2019	12/13/2019		12/13/2019	142.10
4034444056	Contractual	Paid by Check #23814		11/07/2019	12/13/2019	12/13/2019		12/13/2019	135.53
4034444061	Contractual	Paid by Check #23814		11/07/2019	12/13/2019	12/13/2019		12/13/2019	199.34
1900898836	Contractual	Paid by Check #23814		11/13/2019	12/13/2019	12/13/2019		12/13/2019	882.95
4035018521	Contractual	Paid by Check #23814		11/14/2019	12/13/2019	12/13/2019		12/13/2019	135.53
4035018637	Contractual	Paid by Check #23814		11/14/2019	12/13/2019	12/13/2019		12/13/2019	225.62
4035496045	Transit 11/20/2019	Paid by Check #23814		11/20/2019	12/13/2019	12/13/2019		12/13/2019	40.38
4035637679	Contractual	Paid by Check #23814		11/21/2019	12/13/2019	12/13/2019		12/13/2019	135.53
4035637780	Contractual	Paid by Check #23814		11/21/2019	12/13/2019	12/13/2019		12/13/2019	199.34
4036185970	Contractual	Paid by Check #23814		11/27/2019	12/13/2019	12/13/2019		12/13/2019	135.53
4036186024	Contractual	Paid by Check #23814		11/27/2019	12/13/2019	12/13/2019		12/13/2019	199.34
4036503218	Transit 12/04/2019	Paid by Check #23814		12/04/2019	12/13/2019	12/13/2019		12/13/2019	40.38
Vendor 333 - Cintas Corporation No. 2 Totals							Invoices	32	\$4,289.12
Vendor 240 - Clean Cut Landscape Management Inc.									
2244	November	Paid by Check #23815		11/30/2019	12/13/2019	12/13/2019		12/13/2019	16,799.00
Vendor 240 - Clean Cut Landscape Management Inc. Totals							Invoices	1	\$16,799.00
Vendor 1238 - Coleman & Horowitz, LLP									
395176	Legal Services (lawyers)	Paid by Check #23816		10/31/2019	12/13/2019	12/13/2019		12/13/2019	3,150.40
395177	Gas	Paid by Check #23816		10/31/2019	12/13/2019	12/13/2019		12/13/2019	328.00
Vendor 1238 - Coleman & Horowitz, LLP Totals							Invoices	2	\$3,478.40
Vendor 1419 - Collins & Schoettler Planning Consultant, Inc.									
November 2019	Collins & Schoettler Planning Support	Paid by Check #23817		12/06/2019	12/13/2019	12/13/2019		12/13/2019	3,475.00
Vendor 1419 - Collins & Schoettler Planning Consultant, Inc. Totals							Invoices	1	\$3,475.00
Vendor 170 - Comcast									
0002177 11/27/19	Communications	Paid by Check #23820		11/27/2019	12/13/2019	12/13/2019		12/13/2019	82.90
0181138 11/27/19	Communications	Paid by Check #23819		11/27/2019	12/13/2019	12/13/2019		12/13/2019	425.91



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0136611 12/19	PD - 12/01/19 - 12/31/19 Billing Charges	Paid by Check #23818		11/26/2019	12/13/2019	12/13/2019		12/13/2019	53.67
Vendor 170 - Comcast Totals									\$562.48
Vendor 731 - Community Services & Employment Training, Inc.									
SEFFS-DIATP-09	CSET Pedestrian Pathway	Paid by Check #23821		12/04/2019	12/13/2019	12/13/2019		12/13/2019	8,251.91
Vendor 731 - Community Services & Employment Training, Inc. Totals									\$8,251.91
Vendor 3 - Culligan Water									
155339	SOFTENER RENTAL SERVICE	Paid by Check #23822		08/31/2019	12/13/2019	12/13/2019		12/13/2019	45.00
Vendor 3 - Culligan Water Totals									\$45.00
Vendor 999 - DavisFarr LLP									
6542	October 2019	Paid by Check #23823		11/19/2019	12/13/2019	12/13/2019		12/13/2019	4,600.00
Vendor 999 - DavisFarr LLP Totals									\$4,600.00
Vendor 122 - Delta Vector Control District									
DV10047 2019-20	Contractual	Paid by Check #23824		12/12/2019	12/13/2019	12/13/2019		12/13/2019	766.97
Vendor 122 - Delta Vector Control District Totals									\$766.97
Vendor 77 - Department of Justice									
421039	PD - Fingerprint Charges / Nov 2019	Paid by Check #23825		12/04/2019	12/13/2019	12/13/2019		12/13/2019	572.00
Vendor 77 - Department of Justice Totals									\$572.00
Vendor 30 - Dinuba Chamber of Commerce									
06011220	Thanksgiving dinner	Paid by Check #23826		12/05/2019	12/13/2019	12/13/2019		12/13/2019	800.00
Vendor 30 - Dinuba Chamber of Commerce Totals									\$800.00
Vendor 200 - Dinuba Unified School District									
1570	DSC - Nov. 2019 Senior Meals	Paid by Check #23827		12/03/2019	12/13/2019	12/13/2019		12/13/2019	2,640.00
Vendor 200 - Dinuba Unified School District Totals									\$2,640.00
Vendor 904 - Dinuba Woman's Club									
2020 Fundraiser	2020 Fundraiser Event	Paid by Check #23828		12/05/2019	12/13/2019	12/13/2019		12/13/2019	350.00
Vendor 904 - Dinuba Woman's Club Totals									\$350.00
Vendor 1609 - Don't Bite the Bone BBQ									
001 revised	2019 Christmas Luncheon	Paid by Check #23795		12/10/2019	12/10/2019	12/10/2019		12/10/2019	1,850.00
Vendor 1609 - Don't Bite the Bone BBQ Totals									\$1,850.00
Vendor 1506 - Enterprise FM Trust									
FBN3821206	Police/PW vehicles	Paid by Check #23793		12/09/2019	12/09/2019	12/09/2019		12/09/2019	8,098.81
Vendor 1506 - Enterprise FM Trust Totals									\$8,098.81
Vendor 235 - FERGUSON ENTERPRISES, LLC									



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1501966-1	WATER DEPT SUPPLIES	Paid by Check #23829		11/27/2019	12/13/2019	12/13/2019		12/13/2019	2,060.06
Vendor 1244 - Fire Apparatus Solutions		Vendor 235 - FERGUSON ENTERPRISES, LLC Totals				Invoices	1		\$2,060.06
15815	REPAIRS FOR E32	Paid by Check #23830		11/22/2019	12/13/2019	12/13/2019		12/13/2019	1,311.77
15839	REPAIRS FOR E32	Paid by Check #23830		11/26/2019	12/13/2019	12/13/2019		12/13/2019	189.11
15847	REPAIRS FOR E32	Paid by Check #23830		11/27/2019	12/13/2019	12/13/2019		12/13/2019	29.15
Vendor 1263 - Fitguard Inc.		Vendor 1244 - Fire Apparatus Solutions Totals				Invoices	3		\$1,530.03
0000164656	Contractual	Paid by Check #23831		10/10/2019	12/13/2019	12/13/2019		12/13/2019	145.00
Vendor 171 - Fruit Growers Supply Co.		Vendor 1263 - Fitguard Inc. Totals				Invoices	1		\$145.00
92102702	SAND BAGS	Paid by Check #23832		11/26/2019	12/13/2019	12/13/2019		12/13/2019	59.27
92104814	SAND BAGS	Paid by Check #23832		12/06/2019	12/13/2019	12/13/2019		12/13/2019	118.53
Vendor 404 - GeoSpatial Technologies, Inc.		Vendor 171 - Fruit Growers Supply Co. Totals				Invoices	2		\$177.80
17393	PD - Maintenance Agreement 01/01/20 - 12/31/20 Mapper/Tracker	Paid by Check #23833		12/01/2019	12/13/2019	12/13/2019		12/13/2019	4,932.00
Vendor 1611 - Gravity Pull Enterprise, Inc.		Vendor 404 - GeoSpatial Technologies, Inc. Totals				Invoices	1		\$4,932.00
Tierra Vista II	Gravity Pull Entp. Tierra Vista PH II	Paid by Check #23834		12/22/2018	12/13/2019	12/13/2019		12/13/2019	134,365.00
Vendor 1431 - Patricia Hartman		Vendor 1611 - Gravity Pull Enterprise, Inc. Totals				Invoices	1		\$134,365.00
Reimb. 12/6/19	Anthem Blue Cross Reim 12/1-2/29/19	Paid by Check #23835		12/06/2019	12/13/2019	12/13/2019		12/13/2019	427.86
Vendor 174 - Howard's Pest Control		Vendor 1431 - Patricia Hartman Totals				Invoices	1		\$427.86
0279381	December 2019	Paid by Check #23836		12/04/2019	12/13/2019	12/13/2019		12/13/2019	63.00
0279386	Transit 12/4/2019	Paid by Check #23836		12/04/2019	12/13/2019	12/13/2019		12/13/2019	50.00
Vendor 45 - Ingram Digital Electronics Co.		Vendor 174 - Howard's Pest Control Totals				Invoices	2		\$113.00
583,578	EL MONTE @ PERRY &@ CRAWFORD SIGNALS CHECK CHARGING CIRCUITS	Paid by Check #23837		11/29/2019	12/13/2019	12/13/2019		12/13/2019	320.00
Vendor 5 - Jorgensen & Co.		Vendor 45 - Ingram Digital Electronics Co. Totals				Invoices	1		\$320.00



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5844690	ANNUAL FIRE EXTINGUISHER SERVICE	Paid by Check #23838		11/15/2019	12/13/2019	12/13/2019		12/13/2019	173.18
			Vendor 5 - Jorgensen & Co. Totals			Invoices	1		\$173.18
Vendor 449 - Les Schwab Tire Centers of Central California									
55100208810	NEW TIRES FOR PD47	Paid by Check #23839		12/04/2019	12/13/2019	12/13/2019		12/13/2019	788.96
			Vendor 449 - Les Schwab Tire Centers of Central California Totals			Invoices	1		\$788.96
Vendor 89 - Liebert Cassidy Whitmore									
1487642	Legal Services (lawyers)	Paid by Check #23840		10/31/2019	12/13/2019	12/13/2019		12/13/2019	23.50
1487643	Legal Services (lawyers)	Paid by Check #23840		10/31/2019	12/13/2019	12/13/2019		12/13/2019	1,924.00
			Vendor 89 - Liebert Cassidy Whitmore Totals			Invoices	2		\$1,947.50
Vendor 160 - Mid Valley Publishing Inc.									
0012688 122119	DINUBA SENTINEL SUBSCRIPTION	Paid by Check #23841		11/25/2019	12/13/2019	12/13/2019		12/13/2019	25.00
0318141-IN	PUBLIC NOTICE 2018-19	Paid by Check #23841		11/28/2019	12/13/2019	12/13/2019		12/13/2019	90.00
			Vendor 160 - Mid Valley Publishing Inc. Totals			Invoices	2		\$115.00
Vendor 22 - Moore Twining Associates Inc.									
9136254	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #23842		12/06/2019	12/13/2019	12/13/2019		12/13/2019	88.00
			Vendor 22 - Moore Twining Associates Inc. Totals			Invoices	1		\$88.00
Vendor 284 - MV Transportation, Inc.									
104730	Nov. 2019 Monthly Billing	Paid by Check #23843		12/02/2019	12/13/2019	12/13/2019		12/13/2019	51,501.97
			Vendor 284 - MV Transportation, Inc. Totals			Invoices	1		\$51,501.97
Vendor 392 - O'Reilly Auto Parts									
3641-272762	Vehicles	Paid by Check #23844		10/29/2019	12/13/2019	12/13/2019		12/13/2019	5.99
3641-272765	Vehicles	Paid by Check #23844		10/29/2019	12/13/2019	12/13/2019		12/13/2019	11.50
3641-272781	Vehicles	Paid by Check #23844		10/29/2019	12/13/2019	12/13/2019		12/13/2019	52.23
3641-272794	Vehicles	Paid by Check #23844		10/29/2019	12/13/2019	12/13/2019		12/13/2019	9.67
3641-272940	Vehicles	Paid by Check #23844		10/30/2019	12/13/2019	12/13/2019		12/13/2019	364.65
3641-272945	Vehicles	Paid by Check #23844		10/30/2019	12/13/2019	12/13/2019		12/13/2019	(36.00)
3641-272948	Vehicles	Paid by Check #23844		10/30/2019	12/13/2019	12/13/2019		12/13/2019	(91.14)
3641-273046	Vehicles	Paid by Check #23844		10/30/2019	12/13/2019	12/13/2019		12/13/2019	206.82
3641-273048	Vehicles	Paid by Check #23844		10/30/2019	12/13/2019	12/13/2019		12/13/2019	206.82
3641-273145	Vehicles	Paid by Check #23844		10/31/2019	12/13/2019	12/13/2019		12/13/2019	67.19
3641-273181	Vehicles	Paid by Check #23844		10/31/2019	12/13/2019	12/13/2019		12/13/2019	170.15
3641-273182	Vehicles	Paid by Check #23844		10/31/2019	12/13/2019	12/13/2019		12/13/2019	16.26
3641-273264	Vehicles	Paid by Check #23844		11/01/2019	12/13/2019	12/13/2019		12/13/2019	(36.00)
3641-273310	Vehicles	Paid by Check #23844		11/01/2019	12/13/2019	12/13/2019		12/13/2019	154.93
3641-273845	Vehicles	Paid by Check #23844		11/04/2019	12/13/2019	12/13/2019		12/13/2019	45.34



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3641-273874	Vehicles	Paid by Check #23844		11/04/2019	12/13/2019	12/13/2019		12/13/2019	283.56
3641-273894	Vehicles	Paid by Check #23844		11/04/2019	12/13/2019	12/13/2019		12/13/2019	(88.00)
3641-273901	Vehicles	Paid by Check #23844		11/04/2019	12/13/2019	12/13/2019		12/13/2019	142.43
3641-273906	Vehicles	Paid by Check #23844		11/04/2019	12/13/2019	12/13/2019		12/13/2019	(18.00)
3641-273974	Vehicles	Paid by Check #23844		11/05/2019	12/13/2019	12/13/2019		12/13/2019	12.52
3641-274008	Vehicles	Paid by Check #23844		11/05/2019	12/13/2019	12/13/2019		12/13/2019	15.17
3641-274125	Vehicles	Paid by Check #23844		11/06/2019	12/13/2019	12/13/2019		12/13/2019	387.80
3641-274141	Vehicles	Paid by Check #23844		11/06/2019	12/13/2019	12/13/2019		12/13/2019	136.54
3641-274223	Vehicles	Paid by Check #23844		11/06/2019	12/13/2019	12/13/2019		12/13/2019	(36.00)
3641-274282	Vehicles	Paid by Check #23844		11/07/2019	12/13/2019	12/13/2019		12/13/2019	31.03
3641-274305	Vehicles	Paid by Check #23844		11/07/2019	12/13/2019	12/13/2019		12/13/2019	176.13
3641-274328	Vehicles	Paid by Check #23844		11/07/2019	12/13/2019	12/13/2019		12/13/2019	101.53
3641-274356	Vehicles	Paid by Check #23844		11/07/2019	12/13/2019	12/13/2019		12/13/2019	85.39
3641-274379	Vehicles	Paid by Check #23844		11/07/2019	12/13/2019	12/13/2019		12/13/2019	(101.53)
3641-274423	Vehicles	Paid by Check #23844		11/08/2019	12/13/2019	12/13/2019		12/13/2019	20.70
3641-274481	Vehicles	Paid by Check #23844		11/08/2019	12/13/2019	12/13/2019		12/13/2019	53.85
3641-275314	Vehicles	Paid by Check #23844		11/12/2019	12/13/2019	12/13/2019		12/13/2019	258.62
3641-275372	Vehicles	Paid by Check #23844		11/13/2019	12/13/2019	12/13/2019		12/13/2019	507.48
3641-275387	Vehicles	Paid by Check #23844		11/13/2019	12/13/2019	12/13/2019		12/13/2019	103.70
3641-275430	Vehicles	Paid by Check #23844		11/13/2019	12/13/2019	12/13/2019		12/13/2019	(54.00)
3641-275655	Vehicles	Paid by Check #23844		11/15/2019	12/13/2019	12/13/2019		12/13/2019	284.03
3641-276226	Vehicles	Paid by Check #23844		11/18/2019	12/13/2019	12/13/2019		12/13/2019	264.34
3641-276227	Vehicles	Paid by Check #23844		11/18/2019	12/13/2019	12/13/2019		12/13/2019	364.65
3641-276241	Vehicles	Paid by Check #23844		11/18/2019	12/13/2019	12/13/2019		12/13/2019	(536.26)
3641-276311	Vehicles	Paid by Check #23844		11/18/2019	12/13/2019	12/13/2019		12/13/2019	438.29
3641-276313	Vehicles	Paid by Check #23844		11/18/2019	12/13/2019	12/13/2019		12/13/2019	142.03
3641-276357	Vehicles	Paid by Check #23844		11/18/2019	12/13/2019	12/13/2019		12/13/2019	30.91
3641-276464	Vehicles	Paid by Check #23844		11/19/2019	12/13/2019	12/13/2019		12/13/2019	27.99
3641-276495	Vehicles	Paid by Check #23844		11/19/2019	12/13/2019	12/13/2019		12/13/2019	30.36
3641-276669	Vehicles	Paid by Check #23844		11/20/2019	12/13/2019	12/13/2019		12/13/2019	41.54
3641-276670	Vehicles	Paid by Check #23844		11/20/2019	12/13/2019	12/13/2019		12/13/2019	7.79
3641-276756	Vehicles	Paid by Check #23844		11/21/2019	12/13/2019	12/13/2019		12/13/2019	41.32
3641-276761	Vehicles	Paid by Check #23844		11/21/2019	12/13/2019	12/13/2019		12/13/2019	21.02
3641-276807	Vehicles	Paid by Check #23844		11/21/2019	12/13/2019	12/13/2019		12/13/2019	5.58
EB91166010	Vehicles	Paid by Check #23844		11/22/2019	12/13/2019	12/13/2019		12/13/2019	(32.45)
3641-277208	Vehicles	Paid by Check #23844		11/23/2019	12/13/2019	12/13/2019		12/13/2019	4.64
3641-277430	Vehicles	Paid by Check #23844		11/25/2019	12/13/2019	12/13/2019		12/13/2019	3.12
3641-277490	Vehicles	Paid by Check #23844		11/25/2019	12/13/2019	12/13/2019		12/13/2019	519.74
3641-277586	Vehicles	Paid by Check #23844		11/26/2019	12/13/2019	12/13/2019		12/13/2019	(104.03)
3641-277699	Vehicles	Paid by Check #23844		11/27/2019	12/13/2019	12/13/2019		12/13/2019	35.18
3641-277723	Vehicles	Paid by Check #23844		11/27/2019	12/13/2019	12/13/2019		12/13/2019	15.60
3641-277819	Vehicles	Paid by Check #23844		11/27/2019	12/13/2019	12/13/2019		12/13/2019	17.34



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3641-277820	Vehicles	Paid by Check #23844		11/27/2019	12/13/2019	12/13/2019		12/13/2019	17.34
3641-277834	Vehicles	Paid by Check #23844		11/27/2019	12/13/2019	12/13/2019		12/13/2019	238.80
Vendor 392 - O'Reilly Auto Parts Totals									
Invoices 59									\$5,046.20
Vendor 142 - Office Depot BSD									
403092097001	PD - Supplies	Paid by Check #23845		11/19/2019	12/13/2019	12/13/2019		12/13/2019	32.54
407073822001	CALENDARS AND OFFICE SUPPLIES	Paid by Check #23845		11/25/2019	12/13/2019	12/13/2019		12/13/2019	449.48
407073822003	WALL CALENDAR	Paid by Check #23845		11/27/2019	12/13/2019	12/13/2019		12/13/2019	14.75
Vendor 142 - Office Depot BSD Totals									
Invoices 3									\$496.77
Vendor 76 - Pacific Gas & Electric									
6183054474011/19	Utilities	Paid by Check #23852		11/12/2019	12/13/2019	12/13/2019		12/13/2019	3,608.99
7022723403912/19	Utilities	Paid by Check #23852		12/02/2019	12/13/2019	12/13/2019		12/13/2019	346.36
9001498229312/19	Utilities	Paid by Check #23852		12/02/2019	12/13/2019	12/13/2019		12/13/2019	630.22
5022214690911/19	Utilities	Paid by Check #23848		11/20/2019	12/13/2019	12/13/2019		12/13/2019	203.58
2656920215811/19	Utilities	Paid by Check #23847		11/22/2019	12/13/2019	12/13/2019		12/13/2019	10.31
5192489513211/19	Utilities	Paid by Check #23847		11/22/2019	12/13/2019	12/13/2019		12/13/2019	10.25
7771308180811/19	Utilities	Paid by Check #23847		11/22/2019	12/13/2019	12/13/2019		12/13/2019	9.53
5438816975411/19	Utilities	Paid by Check #23848		11/25/2019	12/13/2019	12/13/2019		12/13/2019	250.16
9146744205811/19	Utilities	Paid by Check #23847		11/25/2019	12/13/2019	12/13/2019		12/13/2019	14.06
0766265341411/19	Utilities	Paid by Check #23848		11/26/2019	12/13/2019	12/13/2019		12/13/2019	186.26
1349551825311/19	Utilities	Paid by Check #23847		11/26/2019	12/13/2019	12/13/2019		12/13/2019	27.14
1594680195611/19	Utilities	Paid by Check #23848		11/26/2019	12/13/2019	12/13/2019		12/13/2019	303.16
3600674390411/19	Utilities	Paid by Check #23848		11/26/2019	12/13/2019	12/13/2019		12/13/2019	71.96
4689942560011/19	Utilities	Paid by Check #23847		11/26/2019	12/13/2019	12/13/2019		12/13/2019	9.89
4979039280411/26	DSC - Electricity	Paid by Check #23846		11/26/2019	12/13/2019	12/13/2019		12/13/2019	807.56
5564264294011/19	Utilities	Paid by Check #23848		11/26/2019	12/13/2019	12/13/2019		12/13/2019	149.13
6220088828711/19	Utilities	Paid by Check #23848		11/26/2019	12/13/2019	12/13/2019		12/13/2019	109.10
6782667017511/19	Utilities	Paid by Check #23848		11/26/2019	12/13/2019	12/13/2019		12/13/2019	148.53
7905465742811/19	Utilities	Paid by Check #23847		11/26/2019	12/13/2019	12/13/2019		12/13/2019	9.52
8116588543511/19	Utilities	Paid by Check #23847		11/26/2019	12/13/2019	12/13/2019		12/13/2019	50.55
1349716235711/19	Utilities	Paid by Check #23852		11/12/2019	12/13/2019	12/13/2019		12/13/2019	8,641.66
1561888272211/14	Utilities	Paid by Check #23852		11/14/2019	12/13/2019	12/13/2019		12/13/2019	124.37
3380779542311/19	Utilities	Paid by Check #23852		11/14/2019	12/13/2019	12/13/2019		12/13/2019	589.96
9548749847911/19	Utilities	Paid by Check #23852		11/14/2019	12/13/2019	12/13/2019		12/13/2019	67.72
7232679737911/19	Utilities	Paid by Check #23850		11/15/2019	12/13/2019	12/13/2019		12/13/2019	13,533.15
9179222553311/19	Utilities	Paid by Check #23852		11/15/2019	12/13/2019	12/13/2019		12/13/2019	922.48
6407995725011/19	Utilities	Paid by Check #23850		11/18/2019	12/13/2019	12/13/2019		12/13/2019	1,902.49
8866956432511.19	Utilities	Paid by Check #23851		11/18/2019	12/13/2019	12/13/2019		12/13/2019	1,238.79
6744215678111.19	Utilities	Paid by Check #23851		11/20/2019	12/13/2019	12/13/2019		12/13/2019	2,229.90
5949665550311/19	Utilities	Paid by Check #23851		11/21/2019	12/13/2019	12/13/2019		12/13/2019	29.39



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8218800681911/19	Utilities	Paid by Check #23851		11/22/2019	12/13/2019	12/13/2019		12/13/2019	2,979.13
0375636985011/19	Utilities	Paid by Check #23851		11/24/2019	12/13/2019	12/13/2019		12/13/2019	69.26
0007881658411/19	Utilities	Paid by Check #23849		11/25/2019	12/13/2019	12/13/2019		12/13/2019	106.33
3120184832711.19	Utilities	Paid by Check #23851		11/25/2019	12/13/2019	12/13/2019		12/13/2019	15,287.85
0418167531711/19	Utilities	Paid by Check #23850		11/26/2019	12/13/2019	12/13/2019		12/13/2019	214.51
0584832101311/19	Utilities	Paid by Check #23850		11/26/2019	12/13/2019	12/13/2019		12/13/2019	61.93
3230483783711/19	Utilities	Paid by Check #23850		11/26/2019	12/13/2019	12/13/2019		12/13/2019	9.52
4592247189611/19	Utilities	Paid by Check #23851		11/26/2019	12/13/2019	12/13/2019		12/13/2019	26.63
5883091940111/19	Utilities	Paid by Check #23850		11/26/2019	12/13/2019	12/13/2019		12/13/2019	25.64
8376497226711/19	Utilities	Paid by Check #23850		11/26/2019	12/13/2019	12/13/2019		12/13/2019	311.84
8968787345811/19	Utilities	Paid by Check #23851		11/26/2019	12/13/2019	12/13/2019		12/13/2019	154.18
9492174922511/19	Utilities	Paid by Check #23850		11/26/2019	12/13/2019	12/13/2019		12/13/2019	9.52
4751971656811/19	Utilities	Paid by Check #23849		11/27/2019	12/13/2019	12/13/2019		12/13/2019	27.89
4772157652911/19	Utilities	Paid by Check #23849		11/27/2019	12/13/2019	12/13/2019		12/13/2019	120.53
4895917202311/19	Utilities	Paid by Check #23849		11/27/2019	12/13/2019	12/13/2019		12/13/2019	9.53
4939694448711/19	Utilities	Paid by Check #23849		11/27/2019	12/13/2019	12/13/2019		12/13/2019	9.94
5657667089911/19	Utilities	Paid by Check #23849		11/27/2019	12/13/2019	12/13/2019		12/13/2019	66.30
6657667025211/19	Utilities	Paid by Check #23849		11/27/2019	12/13/2019	12/13/2019		12/13/2019	50.08
			Vendor 76 - Pacific Gas & Electric Totals				Invoices	48	\$55,776.78
Vendor 7 - Pena's Disposal Services									
481136	Mattress Charges	Paid by Check #23853		12/02/2019	12/13/2019	12/13/2019		12/13/2019	250.00
481170	SELF HAUL - YARD WASTE, SOLID MIXED WASTE	Paid by Check #23853		12/02/2019	12/13/2019	12/13/2019		12/13/2019	464.96
			Vendor 7 - Pena's Disposal Services Totals				Invoices	2	\$714.96
Vendor 1607 - Juan Pinedo									
Safety 2019d	Safety Cash 11/26/18 - 11/22/19	Paid by Check #23854		12/09/2019	12/13/2019	12/13/2019		12/13/2019	75.00
			Vendor 1607 - Juan Pinedo Totals				Invoices	1	\$75.00
Vendor 368 - Professional Print & Mail, Inc.									
101687	Communications	Paid by Check #23855		12/04/2019	12/13/2019	12/13/2019		12/13/2019	995.74
			Vendor 368 - Professional Print & Mail, Inc. Totals				Invoices	1	\$995.74
Vendor 968 - Quic Shop Markets, Inc.									
10511	CAR WASHES	Paid by Check #23856		11/30/2019	12/13/2019	12/13/2019		12/13/2019	3.00
			Vendor 968 - Quic Shop Markets, Inc. Totals				Invoices	1	\$3.00
Vendor 433 - R.L. Hastings & Associates, LLC.									
120619-1	North Park Loan Assumption	Paid by Check #23857		12/06/2019	12/13/2019	12/13/2019		12/13/2019	8,500.00
			Vendor 433 - R.L. Hastings & Associates, LLC. Totals				Invoices	1	\$8,500.00
Vendor 532 - React Medical Training									
1870	CPR Card	Paid by Check #23858		12/01/2019	12/13/2019	12/13/2019		12/13/2019	8.10



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Vendor 532 - React Medical Training Totals							Invoices	1	\$8.10
Vendor 124 - Reedley Veterinary Hospital									
44	PD - October/November Billing	Paid by Check #23859		12/04/2019	12/13/2019	12/13/2019		12/13/2019	713.00
Vendor 124 - Reedley Veterinary Hospital Totals							Invoices	1	\$713.00
Vendor 793 - David Selchau									
Eng Operations	Educational Reimbursement	Paid by Check #23860		11/20/2019	12/13/2019	12/13/2019		12/13/2019	144.00
Vendor 793 - David Selchau Totals							Invoices	1	\$144.00
Vendor 61 - Silvas Oil Company Inc.									
160240CT	November 2019	Paid by Check #23861		11/30/2019	12/13/2019	12/13/2019		12/13/2019	1,070.51
Vendor 61 - Silvas Oil Company Inc. Totals							Invoices	1	\$1,070.51
Vendor 10 - Smith Auto Parts									
02IN084731	Vehicles	Paid by Check #23862		11/04/2019	12/13/2019	12/13/2019		12/13/2019	19.12
02IN084775	Vehicles	Paid by Check #23862		11/04/2019	12/13/2019	12/13/2019		12/13/2019	94.20
02IN084964	Vehicles	Paid by Check #23862		11/07/2019	12/13/2019	12/13/2019		12/13/2019	39.11
02IN085167	Vehicles	Paid by Check #23862		11/12/2019	12/13/2019	12/13/2019		12/13/2019	372.38
02IN085278	Vehicles	Paid by Check #23862		11/13/2019	12/13/2019	12/13/2019		12/13/2019	152.71
02IN085279	Vehicles	Paid by Check #23862		11/13/2019	12/13/2019	12/13/2019		12/13/2019	152.71
02IN085296	Vehicles	Paid by Check #23862		11/14/2019	12/13/2019	12/13/2019		12/13/2019	94.37
02IN085337	Vehicles	Paid by Check #23862		11/14/2019	12/13/2019	12/13/2019		12/13/2019	27.13
02IN085461	Vehicles	Paid by Check #23862		11/18/2019	12/13/2019	12/13/2019		12/13/2019	168.99
02IN085471	Vehicles	Paid by Check #23862		11/18/2019	12/13/2019	12/13/2019		12/13/2019	100.36
02IN085528	Vehicles	Paid by Check #23862		11/19/2019	12/13/2019	12/13/2019		12/13/2019	42.61
02IN085587	Vehicles	Paid by Check #23862		11/20/2019	12/13/2019	12/13/2019		12/13/2019	71.54
02IN085595	Vehicles	Paid by Check #23862		11/20/2019	12/13/2019	12/13/2019		12/13/2019	152.38
02IN085781	Vehicles	Paid by Check #23862		11/22/2019	12/13/2019	12/13/2019		12/13/2019	379.45
02IN085782	Vehicles	Paid by Check #23862		11/22/2019	12/13/2019	12/13/2019		12/13/2019	40.01
Vendor 10 - Smith Auto Parts Totals							Invoices	15	\$1,907.07
Vendor 1396 - Social Vocational Services, Inc.									
39K1908-IN	LITTER & WEED ABATEMENT	Paid by Check #23863		11/30/2019	12/13/2019	12/13/2019		12/13/2019	1,375.00
Vendor 1396 - Social Vocational Services, Inc. Totals							Invoices	1	\$1,375.00
Vendor 121 - State of California									
10669	Loan 012-09-ECE-ARRA	Paid by Check #23865		11/13/2019	12/13/2019	12/13/2019		12/13/2019	42,594.64
2001E54407	1976 Ca Safe Drinking Water Bond	Paid by Check #23864		12/01/2019	12/13/2019	12/13/2019		12/13/2019	54,707.24
Vendor 121 - State of California Totals							Invoices	2	\$97,301.88
Vendor 189 - Terminix International									
391915825	Contractual	Paid by Check #23866		11/19/2019	12/13/2019	12/13/2019		12/13/2019	40.00



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		Vendor 189 - Terminix International Totals				Invoices	1		\$40.00
Vendor 329 - Townsend Public Affairs									
15393	Contractual	Paid by Check #23867		12/01/2019	12/13/2019	12/13/2019		12/13/2019	4,000.00
		Vendor 329 - Townsend Public Affairs Totals				Invoices	1		\$4,000.00
Vendor 49 - Tulare County									
200272	TCAT punch passes (50)	Paid by Check #23868		12/03/2019	12/13/2019	12/13/2019		12/13/2019	680.00
		Vendor 49 - Tulare County Totals				Invoices	1		\$680.00
Vendor 307 - Tulare County Consolidated Ambulance Dispatch, Inc									
19-12-07	December 2019	Paid by Check #23869		12/03/2019	12/13/2019	12/13/2019		12/13/2019	6,228.00
		Vendor 307 - Tulare County Consolidated Ambulance Dispatch, Inc Totals				Invoices	1		\$6,228.00
Vendor 273 - US Bank									
400777645	Printers	Paid by Check #23871		11/25/2019	12/13/2019	12/13/2019		12/13/2019	4,141.37
400345799	DSC - Copier Lease	Paid by Check #23870		11/20/2019	12/13/2019	12/13/2019		12/13/2019	292.73
		Vendor 273 - US Bank Totals				Invoices	2		\$4,434.10
Vendor 154 - USA Bluebook									
080951	WATER DEPT SUPPLIES	Paid by Check #23872		12/02/2019	12/13/2019	12/13/2019		12/13/2019	248.68
		Vendor 154 - USA Bluebook Totals				Invoices	1		\$248.68
Vendor 359 - Valero Marketing & Supply Company									
71076939 12/19	November 2019	Paid by Check #23873		12/09/2019	12/13/2019	12/13/2019		12/13/2019	5,177.65
		Vendor 359 - Valero Marketing & Supply Company Totals				Invoices	1		\$5,177.65
Vendor 1434 - Vast Networks									
19196	Contractual	Paid by Check #23874		12/01/2019	12/13/2019	12/13/2019		12/13/2019	3,970.00
		Vendor 1434 - Vast Networks Totals				Invoices	1		\$3,970.00
Vendor 27 - The Visalia Times-Delta									
TD0029781 12/19	December 2019	Paid by Check #23875		12/09/2019	12/13/2019	12/13/2019		12/13/2019	21.00
TD0054706 12/19	PD - December 2019	Paid by Check #23875		12/01/2019	12/13/2019	12/13/2019		12/13/2019	21.00
		Vendor 27 - The Visalia Times-Delta Totals				Invoices	2		\$42.00
Vendor 820 - Vulcan Materials Company									
72426296	AGGREGATE & ASPHALT	Paid by Check #23876		11/30/2019	12/13/2019	12/13/2019		12/13/2019	423.91
		Vendor 820 - Vulcan Materials Company Totals				Invoices	1		\$423.91
Vendor 14 - W & E Electric									
1911038	CRAWFORD & TERRACE STORM LIFT PUMP, DISCONNECT PUMP FOR REPAIR	Paid by Check #23877		11/07/2019	12/13/2019	12/13/2019		12/13/2019	90.00
1911037	DROP OFF MATERIAL FOR AERATOR AT WWTP	Paid by Check #23877		11/12/2019	12/13/2019	12/13/2019		12/13/2019	72.30



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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
1911054	SEPTIC STATION REHAB PROJECT	Paid by Check #23877		11/12/2019	12/13/2019	12/13/2019		12/13/2019	1,065.00
1911048	CRAWFORD RESERVOIR	Paid by Check #23877		11/13/2019	12/13/2019	12/13/2019		12/13/2019	135.00
1911059	CRAWFORD RESERVOIR CHECK PUMP 1	Paid by Check #23877		11/18/2019	12/13/2019	12/13/2019		12/13/2019	90.00
1911060	SLUDGE PUMP REPLACEMENT	Paid by Check #23877		11/18/2019	12/13/2019	12/13/2019		12/13/2019	185.51
1911162	CRAWFORD & TERRACE STORM LIFT PUMP, REPLACE MOTOR AND FLOAT CONT	Paid by Check #23877		11/26/2019	12/13/2019	12/13/2019		12/13/2019	186.26
1911164	AERATOR BASIN	Paid by Check #23877		11/26/2019	12/13/2019	12/13/2019		12/13/2019	90.00
			Vendor 14 - W & E Electric Totals				Invoices	8	\$1,914.07
Vendor 549 - Wal-Mart									
2474 11/24/19	Miscellaneous	Paid by Check #23879		11/24/2019	12/13/2019	12/13/2019		12/13/2019	701.97
2482 11/24/19	OFFICE SUPPLIES	Paid by Check #23878		11/24/2019	12/13/2019	12/13/2019		12/13/2019	226.05
			Vendor 549 - Wal-Mart Totals				Invoices	2	\$928.02
Vendor 1067 - Yamabe & Horn Engineering Inc.									
43496	Y&H Subdivision Improvements	Paid by Check #23880		11/12/2019	12/13/2019	12/13/2019		12/13/2019	14,561.63
43504	Y&H Dinuba Signal Synch	Paid by Check #23880		11/12/2019	12/13/2019	12/13/2019		12/13/2019	3,945.25
43505	Y&H Kamm - Greene HSIP	Paid by Check #23880		11/12/2019	12/13/2019	12/13/2019		12/13/2019	18,685.00
43506	Y&H College Ave SJVR Improv	Paid by Check #23880		11/12/2019	12/13/2019	12/13/2019		12/13/2019	5,112.75
43507	Y&H Alta Nebraska Environmental	Paid by Check #23880		11/12/2019	12/13/2019	12/13/2019		12/13/2019	393.25
43508	Y&H Alta Nebraska ROW	Paid by Check #23880		11/12/2019	12/13/2019	12/13/2019		12/13/2019	2,613.00
43509	Y&H Alta Nebraska Roundabout Design	Paid by Check #23880		11/12/2019	12/13/2019	12/13/2019		12/13/2019	10,143.50
43510	Y&H SB1 Downtown	Paid by Check #23880		11/12/2019	12/13/2019	12/13/2019		12/13/2019	7,972.25
43511	Y&H Dinuba Green Median Project	Paid by Check #23880		11/12/2019	12/13/2019	12/13/2019		12/13/2019	11,250.73
43512	Y&H Kern Street Strom Drain	Paid by Check #23880		11/12/2019	12/13/2019	12/13/2019		12/13/2019	4,635.38
43513	Y&H Court House and PD ReRoof	Paid by Check #23880		11/12/2019	12/13/2019	12/13/2019		12/13/2019	2,364.75
43516	Y&H FY 19/20 Eng Support	Paid by Check #23880		11/12/2019	12/13/2019	12/13/2019		12/13/2019	9,466.50
43517	Y&H Police Dept Parking Lot	Paid by Check #23880		11/12/2019	12/13/2019	12/13/2019		12/13/2019	2,989.85
43518	Y&H Mcinley Ave Street Improv	Paid by Check #23880		11/12/2019	12/13/2019	12/13/2019		12/13/2019	3,591.00
43519	Y&H Griggs Ave Improv. Sewer and Street	Paid by Check #23880		11/12/2019	12/13/2019	12/13/2019		12/13/2019	15,616.75
			Vendor 1067 - Yamabe & Horn Engineering Inc. Totals				Invoices	15	\$113,341.59
			Grand Totals				Invoices	369	\$738,458.99



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Vendor 1580 - A & M Compressors Inc.									
3942	SEPTIC STATION REHAB COMPRESSOR	Paid by Check #23881		12/10/2019	12/20/2019	12/20/2019		12/20/2019	146.74
		Vendor 1580 - A & M Compressors Inc. Totals				Invoices	1		\$146.74
Vendor 72 - A-C Electric Company									
5	A-C Electric Signal Synch	Paid by Check #23882		11/30/2019	12/20/2019	12/20/2019		12/20/2019	106,115.00
		Vendor 72 - A-C Electric Company Totals				Invoices	1		\$106,115.00
Vendor 1143 - AAA Quality Services, Inc.									
00291285	Fy 19/20-Parks-Potty rental/service for centennial prk	Paid by Check #23883		11/23/2019	12/20/2019	12/20/2019	11/25/2019	12/20/2019	243.59
00291286	Fy 19/20-Parks-Potty rental/service for nebraska prk	Paid by Check #23883		11/23/2019	12/20/2019	12/20/2019	11/25/2019	12/20/2019	265.59
		Vendor 1143 - AAA Quality Services, Inc. Totals				Invoices	2		\$509.18
Vendor 263 - Advantek Benefit Administrators									
12/13/19	Funding Request	Paid by Check #23884		12/13/2019	12/20/2019	12/20/2019		12/20/2019	10,671.92
		Vendor 263 - Advantek Benefit Administrators Totals				Invoices	1		\$10,671.92
Vendor 876 - Adventist Health									
Pt #607786B	Garrison, Dylan	Paid by Check #23885		11/15/2019	12/20/2019	12/20/2019		12/20/2019	37.00
Pt #663713B	Snodgrass, Joshua	Paid by Check #23885		11/27/2019	12/20/2019	12/20/2019		12/20/2019	37.00
		Vendor 876 - Adventist Health Totals				Invoices	2		\$74.00
Vendor 1530 - Adventist Medical Center - Reedley									
#122823027	Snodgrass, Joshua	Paid by Check #23886		10/28/2019	12/20/2019	12/20/2019		12/20/2019	542.03
		Vendor 1530 - Adventist Medical Center - Reedley Totals				Invoices	1		\$542.03
Vendor 119 - American Backflow Specialties									
INV51328	BACKFLOW KIT	Paid by Check #23887		11/25/2019	12/20/2019	12/20/2019		12/20/2019	266.83
		Vendor 119 - American Backflow Specialties Totals				Invoices	1		\$266.83
Vendor 351 - Anthem Blue Cross									
000097138069	Ramirez	Paid by Check #23891		10/07/2019	12/20/2019	12/20/2019		12/20/2019	122.62
098763654I	Medders	Paid by Check #23889		12/07/2019	12/20/2019	12/20/2019		12/20/2019	74.20
098783165I	Magyar	Paid by Check #23890		12/07/2019	12/20/2019	12/20/2019		12/20/2019	77.80
00047806E	Life and Health	Paid by Check #23892		12/14/2019	12/20/2019	12/20/2019		12/20/2019	571.43
098782797I	Tyler	Paid by Check #23888		12/07/2019	12/20/2019	12/20/2019		12/20/2019	77.80
		Vendor 351 - Anthem Blue Cross Totals				Invoices	5		\$923.85
Vendor 17 - AT&T									
250127196112/19	Telephone	Paid by Check #23893		12/01/2019	12/20/2019	12/20/2019		12/20/2019	74.12
939105446212/19	DSC Phone 11/11 - 12/10/19	Paid by Check #23894		12/11/2019	12/20/2019	12/20/2019		12/20/2019	61.26
559596064911/19	PW	Paid by Check #23893		11/26/2019	12/20/2019	12/20/2019		12/20/2019	483.85



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Vendor 17 - AT&T Totals						Invoices	3		\$619.23
Vendor 289 - AT&T Mobility LLC									
2872932128681119	PW/FD	Paid by Check #23895		11/16/2019	12/20/2019	12/20/2019		12/20/2019	280.13
Vendor 289 - AT&T Mobility LLC Totals						Invoices	1		\$280.13
Vendor 1103 - Bauer Compressors, Inc.									
0000262071	Solution	Paid by Check #23896		12/11/2019	12/20/2019	12/20/2019		12/20/2019	145.37
Vendor 1103 - Bauer Compressors, Inc. Totals						Invoices	1		\$145.37
Vendor 328 - Bernard Professional Transcription Services									
DF1901227	PD - Transcript Services	Paid by Check #23897		12/13/2019	12/20/2019	12/20/2019		12/20/2019	25.00
Vendor 328 - Bernard Professional Transcription Services Totals						Invoices	1		\$25.00
Vendor 822 - Boundtree Medical LLC									
83438127	Supplies	Paid by Check #23898		12/09/2019	12/20/2019	12/20/2019		12/20/2019	154.65
Vendor 822 - Boundtree Medical LLC Totals						Invoices	1		\$154.65
Vendor 116 - BSK Analytical Laboratories									
A933377	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #23899		12/13/2019	12/20/2019	12/20/2019		12/20/2019	144.00
Vendor 116 - BSK Analytical Laboratories Totals						Invoices	1		\$144.00
Vendor 103 - BSN Sports									
907392597	Fy 19/20-Sports-Sports supplies	Paid by Check #23900		12/04/2019	12/20/2019	12/20/2019	12/16/2019	12/20/2019	288.88
Vendor 103 - BSN Sports Totals						Invoices	1		\$288.88
Vendor 1 - C&S Laundry Cleaners									
025900	Fy 19/20-SE-Dry cleaning for Santa suit	Paid by Check #23901		11/13/2019	12/20/2019	12/20/2019	12/05/2019	12/20/2019	37.75
Vendor 1 - C&S Laundry Cleaners Totals						Invoices	1		\$37.75
Vendor 80 - California Business Machines									
240859	PD - 12/11/2019 - 01/10/2020 Billing Charges	Paid by Check #23902		12/11/2019	12/20/2019	12/20/2019		12/20/2019	347.61
Vendor 80 - California Business Machines Totals						Invoices	1		\$347.61
Vendor 94 - California Public Employees Retirement									
11/24-12/7/19	Payroll 11/24/19-12/7/19	Paid by EFT #1125		12/13/2019	12/16/2019	12/16/2019		12/16/2019	86,452.01
2020-00000313	31 - 457 - Employee CalPERS \$*	Paid by EFT #1124		12/13/2019	12/16/2019	12/16/2019		12/16/2019	9,131.20
Vendor 94 - California Public Employees Retirement Totals						Invoices	2		\$95,583.21
Vendor 381 - Cen Cal Distributing Inc.									
224522	Contractual	Paid by Check #23903		11/01/2019	12/20/2019	12/20/2019		12/20/2019	3.00
224523	Contractual	Paid by Check #23903		11/18/2019	12/20/2019	12/20/2019		12/20/2019	68.00
Vendor 381 - Cen Cal Distributing Inc. Totals						Invoices	2		\$71.00



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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 1350 - Central Valley Toxicology, Inc.									
295545	PD - Alcohol Screening	Paid by Check #23904		11/04/2019	12/20/2019	12/20/2019		12/20/2019	38.00
295546	PD - Drug Screening	Paid by Check #23904		11/04/2019	12/20/2019	12/20/2019		12/20/2019	78.00
295549	PD - Drug Screening	Paid by Check #23904		11/04/2019	12/20/2019	12/20/2019		12/20/2019	78.00
295550	PD - Screening	Paid by Check #23904		11/04/2019	12/20/2019	12/20/2019		12/20/2019	31.00
Vendor 1350 - Central Valley Toxicology, Inc. Totals							Invoices	4	\$225.00
Vendor 215 - Chad's Auto Glass									
70587	REPAIR FOR D24	Paid by Check #23905		12/09/2019	12/20/2019	12/20/2019		12/20/2019	75.00
Vendor 215 - Chad's Auto Glass Totals							Invoices	1	\$75.00
Vendor 598 - Greg Chastain									
Ed.Reimb. 2019	Educational Reimbursement	Paid by Check #23906		08/21/2019	12/20/2019	12/20/2019		12/20/2019	500.00
Reimb.Medic2019	State and County Reimbursement	Paid by Check #23906		12/16/2019	12/20/2019	12/20/2019		12/20/2019	248.00
Vendor 598 - Greg Chastain Totals							Invoices	2	\$748.00
Vendor 1188 - Chicago Title Company									
FWFM-4461900573	Chicago Title Griggs Project Warkentin	Paid by Check #23907		12/16/2019	12/20/2019	12/20/2019		12/20/2019	51,174.00
Vendor 1188 - Chicago Title Company Totals							Invoices	1	\$51,174.00
Vendor 333 - Cintas Corporation No. 2									
4037195909	PD - Janitorial Supplies	Paid by Check #23908		12/11/2019	12/20/2019	12/20/2019		12/20/2019	142.10
Vendor 333 - Cintas Corporation No. 2 Totals							Invoices	1	\$142.10
Vendor 8 - City of Dinuba									
PettyCash 12/19	Jho	Paid by Check #23909		12/09/2019	12/20/2019	12/20/2019		12/20/2019	708.00
Vendor 8 - City of Dinuba Totals							Invoices	1	\$708.00
Vendor 170 - Comcast									
0135597 12/2/19	City Hall	Paid by Check #23911		12/02/2019	12/20/2019	12/20/2019		12/20/2019	69.67
0160181 12/7/19	PW	Paid by Check #23910		12/07/2019	12/20/2019	12/20/2019		12/20/2019	32.23
Vendor 170 - Comcast Totals							Invoices	2	\$101.90
Vendor 1612 - Control Point Engineering, Inc.									
DINU-19001	SCADA ALARM SYSTEM UPGRADE	Paid by Check #23912		11/04/2019	12/20/2019	12/20/2019		12/20/2019	4,998.52
Vendor 1612 - Control Point Engineering, Inc. Totals							Invoices	1	\$4,998.52
Vendor 3 - Culligan Water									
155325	SOFTENER RENTAL SERVICE - WELL 20	Paid by Check #23913		08/31/2019	12/20/2019	12/20/2019		12/20/2019	41.00
Vendor 3 - Culligan Water Totals							Invoices	1	\$41.00
Vendor 1582 - Dell Financial Services LLC									
80221158	Server	Paid by Check #23914		11/30/2019	12/20/2019	12/20/2019		12/20/2019	8,843.13



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Vendor 1582 - Dell Financial Services LLC Totals						Invoices	1		\$8,843.13
Vendor 4 - Dinuba Lumber Company									
2189	Maintenance	Paid by Check #23915		11/01/2019	12/20/2019	12/20/2019		12/20/2019	12.67
3014	Maintenance	Paid by Check #23915		11/02/2019	12/20/2019	12/20/2019		12/20/2019	29.35
3329	Maintenance	Paid by Check #23915		11/03/2019	12/20/2019	12/20/2019		12/20/2019	27.30
3488	Maintenance	Paid by Check #23915		11/04/2019	12/20/2019	12/20/2019		12/20/2019	6.43
3589	Maintenance	Paid by Check #23915		11/04/2019	12/20/2019	12/20/2019		12/20/2019	11.70
3596	Maintenance	Paid by Check #23915		11/04/2019	12/20/2019	12/20/2019		12/20/2019	101.42
4043	Maintenance	Paid by Check #23915		11/05/2019	12/20/2019	12/20/2019		12/20/2019	103.89
4158	Maintenance	Paid by Check #23915		11/05/2019	12/20/2019	12/20/2019		12/20/2019	84.52
4366	Maintenance	Paid by Check #23915		11/06/2019	12/20/2019	12/20/2019		12/20/2019	(33.19)
4431	Maintenance	Paid by Check #23915		11/06/2019	12/20/2019	12/20/2019		12/20/2019	7.61
4537	Maintenance	Paid by Check #23915		11/06/2019	12/20/2019	12/20/2019		12/20/2019	11.71
4624	Maintenance	Paid by Check #23915		11/06/2019	12/20/2019	12/20/2019		12/20/2019	11.71
4768	Maintenance	Paid by Check #23915		11/07/2019	12/20/2019	12/20/2019		12/20/2019	35.10
4790	Maintenance	Paid by Check #23915		11/07/2019	12/20/2019	12/20/2019		12/20/2019	17.15
4884	Maintenance	Paid by Check #23915		11/07/2019	12/20/2019	12/20/2019		12/20/2019	8.39
4887	Maintenance	Paid by Check #23915		11/07/2019	12/20/2019	12/20/2019		12/20/2019	3.30
5051	Maintenance	Paid by Check #23915		11/07/2019	12/20/2019	12/20/2019		12/20/2019	6.81
5212	Maintenance	Paid by Check #23915		11/08/2019	12/20/2019	12/20/2019		12/20/2019	47.83
5229	Maintenance	Paid by Check #23915		11/08/2019	12/20/2019	12/20/2019		12/20/2019	20.39
5442	Maintenance	Paid by Check #23915		11/08/2019	12/20/2019	12/20/2019		12/20/2019	52.73
6254	Maintenance	Paid by Check #23915		11/10/2019	12/20/2019	12/20/2019		12/20/2019	3.90
6852	Maintenance	Paid by Check #23915		11/12/2019	12/20/2019	12/20/2019		12/20/2019	325.50
6867	Maintenance	Paid by Check #23915		11/12/2019	12/20/2019	12/20/2019		12/20/2019	22.23
6881	Maintenance	Paid by Check #23915		11/12/2019	12/20/2019	12/20/2019		12/20/2019	46.84
7373	Maintenance	Paid by Check #23915		11/13/2019	12/20/2019	12/20/2019		12/20/2019	17.35
7411	Maintenance	Paid by Check #23915		11/13/2019	12/20/2019	12/20/2019		12/20/2019	11.21
7442	Maintenance	Paid by Check #23915		11/13/2019	12/20/2019	12/20/2019		12/20/2019	152.91
7450	Maintenance	Paid by Check #23915		11/13/2019	12/20/2019	12/20/2019		12/20/2019	17.57
7452	Maintenance	Paid by Check #23915		11/13/2019	12/20/2019	12/20/2019		12/20/2019	10.72
7469	Maintenance	Paid by Check #23915		11/13/2019	12/20/2019	12/20/2019		12/20/2019	.59
7476	Maintenance	Paid by Check #23915		11/13/2019	12/20/2019	12/20/2019		12/20/2019	7.41
7642	Maintenance	Paid by Check #23915		11/13/2019	12/20/2019	12/20/2019		12/20/2019	20.47
7648	Maintenance	Paid by Check #23915		11/13/2019	12/20/2019	12/20/2019		12/20/2019	14.61
7951	Maintenance	Paid by Check #23915		11/14/2019	12/20/2019	12/20/2019		12/20/2019	57.20
7978	Maintenance	Paid by Check #23915		11/14/2019	12/20/2019	12/20/2019		12/20/2019	73.22
8301	Maintenance	Paid by Check #23915		11/15/2019	12/20/2019	12/20/2019		12/20/2019	18.54
8311	Maintenance	Paid by Check #23915		11/15/2019	12/20/2019	12/20/2019		12/20/2019	6.52
8340	Maintenance	Paid by Check #23915		11/15/2019	12/20/2019	12/20/2019		12/20/2019	27.70
8512	Maintenance	Paid by Check #23915		11/15/2019	12/20/2019	12/20/2019		12/20/2019	7.41



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8588	Maintenance	Paid by Check #23915		11/15/2019	12/20/2019	12/20/2019		12/20/2019	12.43
8610	Maintenance	Paid by Check #23915		11/15/2019	12/20/2019	12/20/2019		12/20/2019	2.38
8818	Maintenance	Paid by Check #23915		11/16/2019	12/20/2019	12/20/2019		12/20/2019	13.01
9196	Maintenance	Paid by Check #23915		11/17/2019	12/20/2019	12/20/2019		12/20/2019	15.39
10068	Maintenance	Paid by Check #23915		11/18/2019	12/20/2019	12/20/2019		12/20/2019	18.20
9570	Maintenance	Paid by Check #23915		11/18/2019	12/20/2019	12/20/2019		12/20/2019	325.50
9628	Maintenance	Paid by Check #23915		11/18/2019	12/20/2019	12/20/2019		12/20/2019	16.24
9634	Maintenance	Paid by Check #23915		11/18/2019	12/20/2019	12/20/2019		12/20/2019	9.96
9669	Maintenance	Paid by Check #23915		11/18/2019	12/20/2019	12/20/2019		12/20/2019	949.38
9725	Maintenance	Paid by Check #23915		11/18/2019	12/20/2019	12/20/2019		12/20/2019	4.98
9761	Maintenance	Paid by Check #23915		11/18/2019	12/20/2019	12/20/2019		12/20/2019	4.98
9900	Maintenance	Paid by Check #23915		11/18/2019	12/20/2019	12/20/2019		12/20/2019	150.22
10127	Maintenance	Paid by Check #23915		11/19/2019	12/20/2019	12/20/2019		12/20/2019	7.36
10142	Maintenance	Paid by Check #23915		11/19/2019	12/20/2019	12/20/2019		12/20/2019	21.45
10253	Maintenance	Paid by Check #23915		11/19/2019	12/20/2019	12/20/2019		12/20/2019	11.71
10299	Maintenance	Paid by Check #23915		11/19/2019	12/20/2019	12/20/2019		12/20/2019	17.32
10405	Maintenance	Paid by Check #23915		11/19/2019	12/20/2019	12/20/2019		12/20/2019	13.01
10570	Maintenance	Paid by Check #23915		11/20/2019	12/20/2019	12/20/2019		12/20/2019	325.50
10630	Maintenance	Paid by Check #23915		11/20/2019	12/20/2019	12/20/2019		12/20/2019	28.20
10724	Maintenance	Paid by Check #23915		11/20/2019	12/20/2019	12/20/2019		12/20/2019	21.24
11056	Maintenance	Paid by Check #23915		11/21/2019	12/20/2019	12/20/2019		12/20/2019	73.76
11059	Maintenance	Paid by Check #23915		11/21/2019	12/20/2019	12/20/2019		12/20/2019	21.69
11069	Maintenance	Paid by Check #23915		11/21/2019	12/20/2019	12/20/2019		12/20/2019	42.29
11102	Maintenance	Paid by Check #23915		11/21/2019	12/20/2019	12/20/2019		12/20/2019	34.00
11532	Maintenance	Paid by Check #23915		11/22/2019	12/20/2019	12/20/2019		12/20/2019	14.52
11575	Maintenance	Paid by Check #23915		11/22/2019	12/20/2019	12/20/2019		12/20/2019	40.13
11596	Maintenance	Paid by Check #23915		11/22/2019	12/20/2019	12/20/2019		12/20/2019	38.83
11635	Maintenance	Paid by Check #23915		11/22/2019	12/20/2019	12/20/2019		12/20/2019	44.43
11750	Maintenance	Paid by Check #23915		11/22/2019	12/20/2019	12/20/2019		12/20/2019	48.79
11752	Maintenance	Paid by Check #23915		11/22/2019	12/20/2019	12/20/2019		12/20/2019	48.99
11952	Maintenance	Paid by Check #23915		11/23/2019	12/20/2019	12/20/2019		12/20/2019	83.25
12461	Maintenance	Paid by Check #23915		11/24/2019	12/20/2019	12/20/2019		12/20/2019	17.34
12836	Maintenance	Paid by Check #23915		11/25/2019	12/20/2019	12/20/2019		12/20/2019	78.10
12843	Maintenance	Paid by Check #23915		11/25/2019	12/20/2019	12/20/2019		12/20/2019	325.50
12869	Maintenance	Paid by Check #23915		11/25/2019	12/20/2019	12/20/2019		12/20/2019	30.36
12975	Maintenance	Paid by Check #23915		11/25/2019	12/20/2019	12/20/2019		12/20/2019	42.28
12977	Maintenance	Paid by Check #23915		11/25/2019	12/20/2019	12/20/2019		12/20/2019	60.74
13076	Maintenance	Paid by Check #23915		11/25/2019	12/20/2019	12/20/2019		12/20/2019	12.87
13186	Maintenance	Paid by Check #23915		11/25/2019	12/20/2019	12/20/2019		12/20/2019	98.26
13399	Maintenance	Paid by Check #23915		11/26/2019	12/20/2019	12/20/2019		12/20/2019	6.07
13405	Maintenance	Paid by Check #23915		11/26/2019	12/20/2019	12/20/2019		12/20/2019	19.52
13449	Maintenance	Paid by Check #23915		11/26/2019	12/20/2019	12/20/2019		12/20/2019	14.94



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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
13450	Maintenance	Paid by Check #23915		11/26/2019	12/20/2019	12/20/2019		12/20/2019	9.32
13457	Maintenance	Paid by Check #23915		11/26/2019	12/20/2019	12/20/2019		12/20/2019	8.66
13463	Maintenance	Paid by Check #23915		11/26/2019	12/20/2019	12/20/2019		12/20/2019	62.91
13521	Maintenance	Paid by Check #23915		11/26/2019	12/20/2019	12/20/2019		12/20/2019	7.58
13562	Maintenance	Paid by Check #23915		11/26/2019	12/20/2019	12/20/2019		12/20/2019	9.74
13572	Maintenance	Paid by Check #23915		11/26/2019	12/20/2019	12/20/2019		12/20/2019	16.26
13632	Maintenance	Paid by Check #23915		11/26/2019	12/20/2019	12/20/2019		12/20/2019	292.94
13874	Maintenance	Paid by Check #23915		11/27/2019	12/20/2019	12/20/2019		12/20/2019	10.84
13919	Maintenance	Paid by Check #23915		11/27/2019	12/20/2019	12/20/2019		12/20/2019	35.69
13941	Maintenance	Paid by Check #23915		11/27/2019	12/20/2019	12/20/2019		12/20/2019	3.02
13954	Maintenance	Paid by Check #23915		11/27/2019	12/20/2019	12/20/2019		12/20/2019	12.99
13983	Maintenance	Paid by Check #23915		11/27/2019	12/20/2019	12/20/2019		12/20/2019	56.40
14031	Maintenance	Paid by Check #23915		11/27/2019	12/20/2019	12/20/2019		12/20/2019	14.09
14086	Maintenance	Paid by Check #23915		11/27/2019	12/20/2019	12/20/2019		12/20/2019	30.37
14119	Maintenance	Paid by Check #23915		11/27/2019	12/20/2019	12/20/2019		12/20/2019	17.34
14136	Maintenance	Paid by Check #23915		11/27/2019	12/20/2019	12/20/2019		12/20/2019	3.49
14160	Maintenance	Paid by Check #23915		11/27/2019	12/20/2019	12/20/2019		12/20/2019	10.84
14172	Maintenance	Paid by Check #23915		11/27/2019	12/20/2019	12/20/2019		12/20/2019	7.15
14190	Maintenance	Paid by Check #23915		11/27/2019	12/20/2019	12/20/2019		12/20/2019	6.04
14290	Maintenance	Paid by Check #23915		11/27/2019	12/20/2019	12/20/2019		12/20/2019	120.39
14850	Maintenance	Paid by Check #23915		11/29/2019	12/20/2019	12/20/2019		12/20/2019	12.99
14896	Maintenance	Paid by Check #23915		11/29/2019	12/20/2019	12/20/2019		12/20/2019	6.27
14980	Maintenance	Paid by Check #23915		11/30/2019	12/20/2019	12/20/2019		12/20/2019	141.21
14999	Maintenance	Paid by Check #23915		11/30/2019	12/20/2019	12/20/2019		12/20/2019	2.17
Vendor 4 - Dinuba Lumber Company Totals							Invoices	105	\$5,472.54
Vendor 867 - Electric Motor Shop									
RS-RI24133	AC MOTOR REPAIR	Paid by Check #23916		11/27/2019	12/20/2019	12/20/2019		12/20/2019	1,518.97
Vendor 867 - Electric Motor Shop Totals							Invoices	1	\$1,518.97
Vendor 1506 - Enterprise FM Trust									
FBN3846303	Leased Vehicles	Paid by Check #23917		12/04/2019	12/20/2019	12/20/2019		12/20/2019	8,068.81
FBN3821206 FC	Miscellaneous	Paid by Check #23917		12/19/2019	12/20/2019	12/20/2019		12/20/2019	121.46
FBN3846224	Fy 19/20-Parks-Leased trucks for December	Paid by Check #23917		12/04/2019	12/20/2019	12/20/2019	12/09/2019	12/20/2019	1,802.72
Vendor 1506 - Enterprise FM Trust Totals							Invoices	3	\$9,992.99
Vendor 280 - Entersect									
1119EP31191	PD - November 2019 Charges	Paid by Check #23918		11/30/2019	12/20/2019	12/20/2019		12/20/2019	100.00
Vendor 280 - Entersect Totals							Invoices	1	\$100.00
Vendor 1591 - Environment Control									



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9424-299	ENVIRONMENT - JANITORIAL SERVICES FOR DECEMBER	Paid by Check #23919		12/01/2019	12/20/2019	12/20/2019		12/20/2019	7,517.00
Vendor 1591 - Environment Control Totals									\$7,517.00
Vendor 421 - Exeter Chamber of Commerce									
2019-2	Tourism	Paid by Check #23920		12/19/2019	12/20/2019	12/20/2019		12/20/2019	1,000.00
Vendor 421 - Exeter Chamber of Commerce Totals									\$1,000.00
Vendor 235 - FERGUSON ENTERPRISES, LLC									
1505807	FERGUSON - METERS	Paid by Check #23921		11/27/2019	12/20/2019	12/20/2019		12/20/2019	8,767.66
Vendor 235 - FERGUSON ENTERPRISES, LLC Totals									\$8,767.66
Vendor 1451 - First American Title Company									
#4523Thomason	Loan 4523- Carolyn Thomason-430 N Whitney	Paid by Check #23922		12/16/2019	12/20/2019	12/20/2019		12/20/2019	144.00
Vendor 1451 - First American Title Company Totals									\$144.00
Vendor 171 - Fruit Growers Supply Co.									
92104602	WATER DEPT SUPPLIES	Paid by Check #23923		12/05/2019	12/20/2019	12/20/2019		12/20/2019	15.47
Vendor 171 - Fruit Growers Supply Co. Totals									\$15.47
Vendor 18 - The Gas Company									
0990155800812/19	CH	Paid by Check #23924		12/05/2019	12/20/2019	12/20/2019		12/20/2019	204.20
1557158042012/19	December 2019	Paid by Check #23924		12/05/2019	12/20/2019	12/20/2019		12/20/2019	70.32
1620158000412/19	December 2019	Paid by Check #23924		12/05/2019	12/20/2019	12/20/2019		12/20/2019	58.83
0486158404512/19	Parks	Paid by Check #23924		12/05/2019	12/20/2019	12/20/2019		12/20/2019	4.77
1263155600312/19	DSC - Gas Co. 10/31 - 12/3/19	Paid by Check #23924		12/05/2019	12/20/2019	12/20/2019		12/20/2019	294.03
1620156700112/19	Parks	Paid by Check #23924		12/05/2019	12/20/2019	12/20/2019		12/20/2019	299.97
1137157864912/19	PD - 10/31/19 - 12/03/19 Billing Charges	Paid by Check #23924		12/05/2019	12/20/2019	12/20/2019		12/20/2019	4.46
1830985449712/19	PD - 10/31/19 - 12/03/19 Billing Charges	Paid by Check #23924		12/05/2019	12/20/2019	12/20/2019		12/20/2019	93.10
1641156700712/19	PW	Paid by Check #23924		12/05/2019	12/20/2019	12/20/2019		12/20/2019	30.79
1683513818712/19	Transit 10/31/19-12/03/19	Paid by Check #23924		12/05/2019	12/20/2019	12/20/2019		12/20/2019	74.77
1285520359712/19	PW	Paid by Check #23924		12/06/2019	12/20/2019	12/20/2019		12/20/2019	168.96
0865742471212/19	PW	Paid by Check #23924		12/09/2019	12/20/2019	12/20/2019		12/20/2019	4,597.56
Vendor 18 - The Gas Company Totals									\$5,901.76
Vendor 1068 - GHD Services Inc.									
1033012	GHD Sanitary Sewer Mang Plan	Paid by Check #23925		11/30/2019	12/20/2019	12/20/2019		12/20/2019	1,546.62
Vendor 1068 - GHD Services Inc. Totals									\$1,546.62
Vendor 68 - Grainger Inc.									
9299732694	GOGGLES FOR WWTP	Paid by Check #23926		09/20/2019	12/20/2019	12/20/2019		12/20/2019	40.84
9299777749	SAFETY EQUIPMENT FOR WWTP	Paid by Check #23926		09/20/2019	12/20/2019	12/20/2019		12/20/2019	337.09



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Vendor 68 - Grainger Inc. Totals						Invoices	2		\$377.93
Vendor 242 - Green Box Rentals, Inc.									
69026	Fy 19/20-CS-Mo rental storage cont-Nov @ rec center	Paid by Check #23927		11/04/2019	12/20/2019	12/20/2019	12/13/2019	12/20/2019	70.53
69709	Fy 19/20-CS-Mo rental storage cont-Dec rec center	Paid by Check #23927		12/03/2019	12/20/2019	12/20/2019	12/04/2019	12/20/2019	70.53
Vendor 242 - Green Box Rentals, Inc. Totals						Invoices	2		\$141.06
Vendor 379 - Guardian EMS Products									
4292	Supplies	Paid by Check #23928		12/09/2019	12/20/2019	12/20/2019		12/20/2019	401.41
Vendor 379 - Guardian EMS Products Totals						Invoices	1		\$401.41
Vendor 496 - The Hanover Insurance Company									
12/7/19	Insurance	Paid by Check #23929		12/07/2019	12/20/2019	12/20/2019		12/20/2019	9,506.42
Vendor 496 - The Hanover Insurance Company Totals						Invoices	1		\$9,506.42
Vendor 139 - Henry Schein Inc.									
71242654	Supplies	Paid by Check #23930		12/03/2019	12/20/2019	12/20/2019		12/20/2019	88.16
71737424	Supplies	Paid by Check #23930		12/05/2019	12/20/2019	12/20/2019		12/20/2019	76.23
71822317	Supplies	Paid by Check #23930		12/09/2019	12/20/2019	12/20/2019		12/20/2019	854.05
71853534	Supplies	Paid by Check #23930		12/10/2019	12/20/2019	12/20/2019		12/20/2019	85.14
Vendor 139 - Henry Schein Inc. Totals						Invoices	4		\$1,103.58
Vendor 1305 - Hi-Tech Emergency Vehicle Service, Inc.									
165616	HI TECH - REPAIRS TO FIRE UNIT T32	Paid by Check #23931		10/24/2019	12/20/2019	12/20/2019		12/20/2019	7,948.44
Vendor 1305 - Hi-Tech Emergency Vehicle Service, Inc. Totals						Invoices	1		\$7,948.44
Vendor 174 - Howard's Pest Control									
0279385	Fy 19/20-Parks-Pest control @ vuich park	Paid by Check #23932		12/04/2019	12/20/2019	12/20/2019	12/06/2019	12/20/2019	55.00
0279263	PEST CONTROL - WWTP	Paid by Check #23932		12/05/2019	12/20/2019	12/20/2019		12/20/2019	35.00
0279518	Customer No. KA1088	Paid by Check #23932		12/09/2019	12/20/2019	12/20/2019		12/20/2019	105.00
Vendor 174 - Howard's Pest Control Totals						Invoices	3		\$195.00
Vendor 974 - InfoSend, Inc.									
163057	November 2019 Bills and Delinq. Reminders/December bills	Paid by Check #23933		11/29/2019	12/20/2019	12/20/2019	12/20/2019	12/20/2019	7,271.24
Vendor 974 - InfoSend, Inc. Totals						Invoices	1		\$7,271.24
Vendor 440 - Johnson Controls Security Solutions									
33599726	CH	Paid by Check #23934		12/07/2019	12/20/2019	12/20/2019		12/20/2019	393.03
33599727	Sportsplex-1/20-3/20 quarterly billing	Paid by Check #23934		12/07/2019	12/20/2019	12/20/2019	12/13/2019	12/20/2019	576.14



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33599728	Fy 19/20-Sportsplex-1/20-3/20 quarterly billing	Paid by Check #23934		12/07/2019	12/20/2019	12/20/2019	12/13/2019	12/20/2019	343.04
33599725	SECURITY SERVICES FOR WATER TOWER ON SIERRA WAY	Paid by Check #23934		12/07/2019	12/20/2019	12/20/2019		12/20/2019	61.42
Vendor 440 - Johnson Controls Security Solutions Totals							Invoices	4	\$1,373.63
Vendor 796 - L.N. Curtis & Sons									
INV341086	Equipment	Paid by Check #23935		12/03/2019	12/20/2019	12/20/2019		12/20/2019	30.37
Vendor 796 - L.N. Curtis & Sons Totals							Invoices	1	\$30.37
Vendor 914 - Leonel Jimenez									
2019.16	FY19/20-Bounce/generator rental for SE Fall Harvest Fling	Paid by Check #23936		10/31/2019	12/20/2019	12/20/2019	12/06/2019	12/20/2019	100.00
Vendor 914 - Leonel Jimenez Totals							Invoices	1	\$100.00
Vendor 449 - Les Schwab Tire Centers of Central California									
55100209051	TIRES FOR BUS 12	Paid by Check #23937		12/09/2019	12/20/2019	12/20/2019		12/20/2019	851.86
Vendor 449 - Les Schwab Tire Centers of Central California Totals							Invoices	1	\$851.86
Vendor 1181 - McCormick, Kabot, Jenner & Lew									
12160	Legal	Paid by Check #23938		11/25/2019	12/20/2019	12/20/2019		12/20/2019	3,122.10
12183	Legal	Paid by Check #23938		11/25/2019	12/20/2019	12/20/2019		12/20/2019	3,300.00
Vendor 1181 - McCormick, Kabot, Jenner & Lew Totals							Invoices	2	\$6,422.10
Vendor 441 - Mechanics Bank									
1657 12/2/19	Supplies	Paid by EFT #1128		12/02/2019	12/20/2019	12/20/2019		12/20/2019	119.88
1715 12/2/19	Supplies	Paid by EFT #1127		12/02/2019	12/20/2019	12/20/2019		12/20/2019	153.70
6264 12/2/19	Supplies	Paid by EFT #1126		12/02/2019	12/20/2019	12/20/2019		12/20/2019	178.13
Vendor 441 - Mechanics Bank Totals							Invoices	3	\$451.71
Vendor 160 - Mid Valley Publishing Inc.									
0318142-IN	Communications	Paid by Check #23939		11/28/2019	12/20/2019	12/20/2019		12/20/2019	240.00
0318143-IN	Communications	Paid by Check #23939		11/28/2019	12/20/2019	12/20/2019		12/20/2019	360.00
0318144-IN	Communications	Paid by Check #23939		11/28/2019	12/20/2019	12/20/2019		12/20/2019	240.00
0318145-IN	Communications	Paid by Check #23939		11/28/2019	12/20/2019	12/20/2019		12/20/2019	360.00
0318130-IN	FY19/20-Advertising-2019 Christmas Parade ad-Dinuba Sentinel	Paid by Check #23939		11/28/2019	12/20/2019	12/20/2019	12/06/2019	12/20/2019	350.00
Vendor 160 - Mid Valley Publishing Inc. Totals							Invoices	5	\$1,550.00
Vendor 22 - Moore Twining Associates Inc.									
9135726	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #23940		11/19/2019	12/20/2019	12/20/2019		12/20/2019	88.00
9136003	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #23940		11/26/2019	12/20/2019	12/20/2019		12/20/2019	88.00



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9136215	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #23940		12/05/2019	12/20/2019	12/20/2019		12/20/2019	88.00
9136216	WATER SAMPLE TESTING WWTP - IN HOUSE	Paid by Check #23940		12/05/2019	12/20/2019	12/20/2019		12/20/2019	70.00
9136494	WATER SAMPLE TESTING WWTP - IN HOUSE	Paid by Check #23940		12/12/2019	12/20/2019	12/20/2019		12/20/2019	108.00
9136507	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #23940		12/12/2019	12/20/2019	12/20/2019		12/20/2019	88.00
9136545	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #23940		12/13/2019	12/20/2019	12/20/2019		12/20/2019	88.00
Vendor 22 - Moore Twining Associates Inc. Totals						Invoices	7		\$618.00
Vendor 1570 - Mountain Valley Environmental Services, Inc. 2180	MOUNTAIN VALLEY - CHIEF PLANT OPERATOR SERVICES, JANUARY 2020	Paid by Check #23941		12/01/2019	12/20/2019	12/20/2019		12/20/2019	5,525.00
Vendor 1570 - Mountain Valley Environmental Services, Inc. Totals						Invoices	1		\$5,525.00
Vendor 142 - Office Depot BSD									
411129119001	OFFICE SUPPLIES	Paid by Check #23943		12/04/2019	12/20/2019	12/20/2019	12/20/2019	12/20/2019	65.23
411347033001	Office Supplies	Paid by Check #23943		12/04/2019	12/20/2019	12/20/2019		12/20/2019	50.84
406627868001	FY19/20-Office/operating supplies - multiple divisions	Paid by Check #23943		11/22/2019	12/20/2019	12/20/2019	12/04/2019	12/20/2019	93.92
406927853001	FY19/20 - Office/operating supplies - multiple divisions	Paid by Check #23943		11/25/2019	12/20/2019	12/20/2019	12/03/2019	12/20/2019	97.49
410187836001	Transit/Disposal/Housing	Paid by Check #23943		12/03/2019	12/20/2019	12/20/2019		12/20/2019	26.73
Vendor 142 - Office Depot BSD Totals						Invoices	5		\$334.21
Vendor 76 - Pacific Gas & Electric									
2509717364212/19	Utilities	Paid by Check #23944		12/09/2019	12/20/2019	12/20/2019		12/20/2019	52.68
2337501511412/19	Utilities	Paid by Check #23944		12/02/2019	12/20/2019	12/20/2019		12/20/2019	29.67
9099719911312/19	Utilities	Paid by Check #23944		12/09/2019	12/20/2019	12/20/2019		12/20/2019	10.51
9624769219512/19	Utilities	Paid by Check #23944		12/09/2019	12/20/2019	12/20/2019		12/20/2019	141.56
5751498437612/19	Parks	Paid by Check #23944		12/03/2019	12/20/2019	12/20/2019		12/20/2019	37.42
2848783828712/19	Parks	Paid by Check #23944		12/09/2019	12/20/2019	12/20/2019		12/20/2019	10.68
8607273249712/19	Parks	Paid by Check #23944		12/09/2019	12/20/2019	12/20/2019		12/20/2019	27.60
6870376077412/19	PD - 11/07/19 - 12/08/19 Billing Charges	Paid by Check #23944		12/09/2019	12/20/2019	12/20/2019		12/20/2019	23.78
5683054506912/19	PD - 11/07/19 - 12/08/19 Billing Charges	Paid by Check #23944		12/10/2019	12/20/2019	12/20/2019		12/20/2019	4,542.74
5355488862711/19	PW	Paid by Check #23945		11/27/2019	12/20/2019	12/20/2019		12/20/2019	49.31
1686600158512/19	PW	Paid by Check #23945		12/01/2019	12/20/2019	12/20/2019		12/20/2019	47.64
5064695483912/19	PW	Paid by Check #23945		12/01/2019	12/20/2019	12/20/2019		12/20/2019	87.60
8981923387812/19	PW	Paid by Check #23946		12/01/2019	12/20/2019	12/20/2019		12/20/2019	49.35
2125236871312/19	PW	Paid by Check #23945		12/02/2019	12/20/2019	12/20/2019		12/20/2019	60.37



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2459149581712/19	PW	Paid by Check #23945		12/02/2019	12/20/2019	12/20/2019		12/20/2019	82.21
8218800681912/19	PW	Paid by Check #23946		12/02/2019	12/20/2019	12/20/2019		12/20/2019	2,135.14
8397932225812/19	PW	Paid by Check #23946		12/02/2019	12/20/2019	12/20/2019		12/20/2019	33.13
9237058126312/19	PW	Paid by Check #23946		12/02/2019	12/20/2019	12/20/2019		12/20/2019	33.01
0571296382512/19	PW	Paid by Check #23944		12/03/2019	12/20/2019	12/20/2019		12/20/2019	104.60
1416294094512/19	PW	Paid by Check #23945		12/03/2019	12/20/2019	12/20/2019		12/20/2019	56.66
3354641796612/19	PW	Paid by Check #23945		12/03/2019	12/20/2019	12/20/2019		12/20/2019	67.77
7149346409412/19	PW	Paid by Check #23946		12/03/2019	12/20/2019	12/20/2019		12/20/2019	1,243.63
1344455159512/19	PW	Paid by Check #23944		12/09/2019	12/20/2019	12/20/2019		12/20/2019	45.68
2104753778812/19	PW	Paid by Check #23945		12/09/2019	12/20/2019	12/20/2019		12/20/2019	83.38
4475716051812/19	Transit 11/07/19-12/08/19	Paid by Check #23944		12/09/2019	12/20/2019	12/20/2019		12/20/2019	337.58
6058049267012/19	PW	Paid by Check #23946		12/09/2019	12/20/2019	12/20/2019		12/20/2019	32.65
6308054466912/19	PW	Paid by Check #23946		12/09/2019	12/20/2019	12/20/2019		12/20/2019	10.51
7681012419812/19	Transit 11/07/19-12/08/19	Paid by Check #23944		12/09/2019	12/20/2019	12/20/2019		12/20/2019	167.63
9750865237312/19	Transit 11/07/19-12/08/19	Paid by Check #23944		12/09/2019	12/20/2019	12/20/2019		12/20/2019	47.71
			Vendor 76 - Pacific Gas & Electric Totals				Invoices	29	\$9,652.20
Vendor 7 - Pena's Disposal Services									
12/19 FOR 11/19	December 2019 Disposal Payment for November 2019 Service	Paid by Check #23947		12/16/2019	12/20/2019	12/20/2019	12/20/2019	12/20/2019	118,318.03
JANUARY 2020	Contract Disposal payment for January 2020	Paid by Check #23947		01/01/2020	12/20/2019	12/20/2019	12/20/2019	12/20/2019	60,000.00
			Vendor 7 - Pena's Disposal Services Totals				Invoices	2	\$178,318.03
Vendor 1343 - RMA Geoscience, Inc.									
10272	RMA Verizon Alley Reconstruction	Paid by Check #23948		11/25/2019	12/20/2019	12/20/2019		12/20/2019	1,066.25
			Vendor 1343 - RMA Geoscience, Inc. Totals				Invoices	1	\$1,066.25
Vendor 789 - Rockwell Engineering & Equipment Co.									
18535	ROCKWELL - SLUDGE PUMP, DEWATERING	Paid by Check #23949		11/25/2019	12/20/2019	12/20/2019		12/20/2019	13,004.31
			Vendor 789 - Rockwell Engineering & Equipment Co. Totals				Invoices	1	\$13,004.31
Vendor 264 - Salinas Towing									
PD8FBZ388	PD - Towing Fees	Paid by Check #23950		12/12/2019	12/20/2019	12/20/2019		12/20/2019	255.00
			Vendor 264 - Salinas Towing Totals				Invoices	1	\$255.00
Vendor 42 - Scout Specialties									
130983	WWTP SUPPLIES	Paid by Check #23951		12/06/2019	12/20/2019	12/20/2019		12/20/2019	65.05
			Vendor 42 - Scout Specialties Totals				Invoices	1	\$65.05
Vendor 61 - Silvas Oil Company Inc.									
160235CT	Utilities	Paid by Check #23952		11/30/2019	12/20/2019	12/20/2019		12/20/2019	330.61
			Vendor 61 - Silvas Oil Company Inc. Totals				Invoices	1	\$330.61



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Vendor 1396 - Social Vocational Services, Inc.									
40K1904-IN	FY19/20-Parks - Grounds Maint. Crews Svcs. - Nov. 2019	Paid by Check #23953		11/30/2019	12/20/2019	12/20/2019	12/13/2019	12/20/2019	1,775.00
		Vendor 1396 - Social Vocational Services, Inc. Totals				Invoices	1		\$1,775.00
Vendor 758 - Solenis LLC									
131554942	POLYMER FOR WWTP	Paid by Check #23954		12/09/2019	12/20/2019	12/20/2019		12/20/2019	4,640.50
		Vendor 758 - Solenis LLC Totals				Invoices	1		\$4,640.50
Vendor 431 - Sparkletts									
9406519120119	FY19/20 - Water bottle service/unit rental for the multiple div.	Paid by Check #23955		12/01/2019	12/20/2019	12/20/2019	12/03/2019	12/20/2019	89.05
5080520 121219	PD - Water Cooler	Paid by Check #23955		12/12/2019	12/20/2019	12/20/2019		12/20/2019	163.84
		Vendor 431 - Sparkletts Totals				Invoices	2		\$252.89
Vendor 189 - Terminix International									
391937531	Fy 19/20-CS-Pest control for cs recreation center	Paid by Check #23956		11/22/2019	12/20/2019	12/20/2019	12/06/2019	12/20/2019	61.00
		Vendor 189 - Terminix International Totals				Invoices	1		\$61.00
Vendor 1564 - The Home Depot Pro									
509878591	REFUND FOR CLEANING SUPPLIES	Paid by Check #23957		08/30/2019	12/20/2019	12/20/2019		12/20/2019	(1,515.66)
512931841	CLEANING SUPPLIES	Paid by Check #23957		09/19/2019	12/20/2019	12/20/2019		12/20/2019	659.50
525186342	CLEANING SUPPLIES	Paid by Check #23957		12/05/2019	12/20/2019	12/20/2019		12/20/2019	3,319.81
		Vendor 1564 - The Home Depot Pro Totals				Invoices	3		\$2,463.65
Vendor 426 - Tioga Solar									
SLB-5564	TIOGA - SOLAR PRODUCTION FOR NOVEMBER 2019	Paid by Check #23958		11/30/2019	12/20/2019	12/20/2019		12/20/2019	24,677.29
		Vendor 426 - Tioga Solar Totals				Invoices	1		\$24,677.29
Vendor 1304 - TJKM									
0049118	TJKM Grant Application	Paid by Check #23959		11/30/2019	12/20/2019	12/20/2019		12/20/2019	5,405.00
		Vendor 1304 - TJKM Totals				Invoices	1		\$5,405.00
Vendor 1352 - Trizetto Provider Solutions, LLC									
3U25121900	Contractual	Paid by Check #23960		12/01/2019	12/20/2019	12/20/2019		12/20/2019	186.98
		Vendor 1352 - Trizetto Provider Solutions, LLC Totals				Invoices	1		\$186.98
Vendor 49 - Tulare County									
2020 Licensing	State Fee	Paid by Check #23961		12/16/2019	12/20/2019	12/20/2019		12/20/2019	4.00
20-044	PD - Replacement/Installation of MDT's - Datalux to Dells	Paid by Check #23962		12/03/2019	12/20/2019	12/20/2019		12/20/2019	6,906.75



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			Vendor	49 - Tulare County Totals		Invoices	2		\$6,910.75
Vendor 192 - UNUM Life Insurance Company of America									
11/1/19-11/30/19	Life Insurance	Paid by Check #23963		11/01/2019	12/20/2019	12/20/2019		12/20/2019	10,022.43
12/1/19-12/31/19	Life Insurance	Paid by Check #23963		11/11/2019	12/20/2019	12/20/2019		12/20/2019	10,166.10
1/1/20-1/31/20	Life Insurance	Paid by Check #23963		12/10/2019	12/20/2019	12/20/2019		12/20/2019	10,952.12
			Vendor	192 - UNUM Life Insurance Company of America Totals		Invoices	3		\$31,140.65
Vendor 273 - US Bank									
401020433	ACCT# 530029 - PW COPIER	Paid by Check #23964		11/27/2019	12/20/2019	12/20/2019		12/20/2019	950.60
			Vendor	273 - US Bank Totals		Invoices	1		\$950.60
Vendor 154 - USA Bluebook									
070280	WATER DEPT SUPPLIES	Paid by Check #23965		11/18/2019	12/20/2019	12/20/2019		12/20/2019	1,408.50
082140	WATER DEPT SUPPLIES	Paid by Check #23965		12/03/2019	12/20/2019	12/20/2019		12/20/2019	2,978.85
085589	FEED PUMP	Paid by Check #23965		12/06/2019	12/20/2019	12/20/2019		12/20/2019	1,811.95
			Vendor	154 - USA Bluebook Totals		Invoices	3		\$6,199.30
Vendor 359 - Valero Marketing & Supply Company									
71077192 120919	PD Fuel Charges / November 2019	Paid by Check #23966		12/09/2019	12/20/2019	12/20/2019		12/20/2019	7,802.47
71077309 12/9/19	PW	Paid by Check #23967		12/09/2019	12/20/2019	12/20/2019		12/20/2019	4,374.16
			Vendor	359 - Valero Marketing & Supply Company Totals		Invoices	2		\$12,176.63
Vendor 549 - Wal-Mart									
2508 Dec2019	DSC WalMart Charges	Paid by Check #23968		12/03/2019	12/20/2019	12/20/2019		12/20/2019	171.12
2441 120919	PD - Supplies	Paid by Check #23969		12/09/2019	12/20/2019	12/20/2019		12/20/2019	346.84
			Vendor	549 - Wal-Mart Totals		Invoices	2		\$517.96
Vendor 1613 - Water Environment Federation									
17946455	WEF Member Renewal	Paid by Check #23970		12/10/2019	12/20/2019	12/20/2019		12/20/2019	332.00
			Vendor	1613 - Water Environment Federation Totals		Invoices	1		\$332.00
Vendor 1615 - Lawrence R Wilder									
101	Professional Services	Paid by Check #23971		12/06/2019	12/20/2019	12/20/2019		12/20/2019	125.00
			Vendor	1615 - Lawrence R Wilder Totals		Invoices	1		\$125.00
Vendor 1382 - XiO, Inc.									
201209336	XIO SYSTEM PHASE II - MONTHLY PAYMENT	Paid by Check #23972		12/01/2019	12/20/2019	12/20/2019		12/20/2019	1,967.79
201209384	SCADA SYSTEM QUARTERLY PAYMENT	Paid by Check #23972		12/15/2019	12/20/2019	12/20/2019		12/20/2019	2,337.00
			Vendor	1382 - XiO, Inc. Totals		Invoices	2		\$4,304.79
Vendor 1067 - Yamabe & Horn Engineering Inc.									



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43148	Y&H Misc Commercial Eng Support	Paid by Check #23973		10/01/2019	12/20/2019	12/20/2019		12/20/2019	286.00
43149	Y&H Just Co Mini Storage	Paid by Check #23973		10/01/2019	12/20/2019	12/20/2019		12/20/2019	243.50
43150	Y&H United Health Care Center	Paid by Check #23973		10/01/2019	12/20/2019	12/20/2019		12/20/2019	245.00
43151	Y&H Dinuba Urgent Care	Paid by Check #23973		10/01/2019	12/20/2019	12/20/2019		12/20/2019	187.50
43152	Y&H Turning Point Medical	Paid by Check #23973		10/01/2019	12/20/2019	12/20/2019		12/20/2019	35.75
43153	Y&H M Street Underground Clean up	Paid by Check #23973		10/01/2019	12/20/2019	12/20/2019		12/20/2019	107.25
43154	Y&H Well 14 GAC	Paid by Check #23973		10/01/2019	12/20/2019	12/20/2019		12/20/2019	536.25
43155	Y&H Edwards Hayes	Paid by Check #23973		10/01/2019	12/20/2019	12/20/2019		12/20/2019	2,232.00
43156	Y&H GIS Support	Paid by Check #23973		10/01/2019	12/20/2019	12/20/2019		12/20/2019	3,452.25
43157	Y&H Encroachment Permit	Paid by Check #23973		10/01/2019	12/20/2019	12/20/2019		12/20/2019	682.00
43158	Y&H Dinuba 2019 CMAQ	Paid by Check #23973		10/01/2019	12/20/2019	12/20/2019		12/20/2019	1,515.50
43159	Y&H McKinley Ave Imprv	Paid by Check #23973		10/01/2019	12/20/2019	12/20/2019		12/20/2019	204.75
43160	Y&H Roe Ave St Imprv	Paid by Check #23973		10/01/2019	12/20/2019	12/20/2019		12/20/2019	204.75
43161	Y&H KC Vista Park	Paid by Check #23973		10/01/2019	12/20/2019	12/20/2019		12/20/2019	204.75
43162	Y&H Tierra Vista	Paid by Check #23973		10/01/2019	12/20/2019	12/20/2019		12/20/2019	480.25
43163	Y&H Marquis Subdivision	Paid by Check #23973		10/01/2019	12/20/2019	12/20/2019		12/20/2019	237.50
43164	Y&H Quail Run South	Paid by Check #23973		10/01/2019	12/20/2019	12/20/2019		12/20/2019	71.50
43165	Y&H Autumn Gate	Paid by Check #23973		10/01/2019	12/20/2019	12/20/2019		12/20/2019	3,982.75
43166	Y&H Ridge Creek PH 2	Paid by Check #23973		10/01/2019	12/20/2019	12/20/2019		12/20/2019	4,627.25
43167	Y&H Autumn Gate Ph 2	Paid by Check #23973		10/01/2019	12/20/2019	12/20/2019		12/20/2019	1,724.13
43168	Y&H Autumn Gate Sub PH 3	Paid by Check #23973		10/01/2019	12/20/2019	12/20/2019		12/20/2019	1,268.25
43170	Y&H Kamm And Greene	Paid by Check #23973		10/01/2019	12/20/2019	12/20/2019		12/20/2019	10,666.25
43174	Y&H Alta Nebraska Design	Paid by Check #23973		10/01/2019	12/20/2019	12/20/2019		12/20/2019	12,174.38
43176	Y&H Dinuba Green Median	Paid by Check #23973		10/01/2019	12/20/2019	12/20/2019		12/20/2019	8,484.00
43180	Y&H Building Official	Paid by Check #23973		10/01/2019	12/20/2019	12/20/2019		12/20/2019	1,282.50
43485	Y&H Misc Eng Support	Paid by Check #23973		11/12/2019	12/20/2019	12/20/2019		12/20/2019	12,097.23
43490	Y&H Misc Commercial Eng.	Paid by Check #23973		11/12/2019	12/20/2019	12/20/2019		12/20/2019	4,381.25
43515	Y&H Building Official	Paid by Check #23973		11/12/2019	12/20/2019	12/20/2019		12/20/2019	10,640.00
43644	Y&H Misc Eng Support	Paid by Check #23973		12/04/2019	12/20/2019	12/20/2019		12/20/2019	19,720.09
43649	Y&H Misc Eng Support	Paid by Check #23973		12/04/2019	12/20/2019	12/20/2019		12/20/2019	2,475.70
43652	Y&H Subdivision Eng Support	Paid by Check #23973		12/04/2019	12/20/2019	12/20/2019		12/20/2019	15,504.13
43660	Y&H Signal Synch	Paid by Check #23973		12/04/2019	12/20/2019	12/20/2019		12/20/2019	3,555.25
43661	Y&H Kamm and Greene	Paid by Check #23973		12/04/2019	12/20/2019	12/20/2019		12/20/2019	13,016.30
43662	Y&H College Ave SJVR	Paid by Check #23973		12/04/2019	12/20/2019	12/20/2019		12/20/2019	2,694.38
43663	Y&H Alta Nebraska Environmental	Paid by Check #23973		12/04/2019	12/20/2019	12/20/2019		12/20/2019	436.75
43664	Y&H Alta Nebraska Roundabout ROW	Paid by Check #23973		12/04/2019	12/20/2019	12/20/2019		12/20/2019	2,262.25
43665	Y&H Alta Nebraska Design	Paid by Check #23973		12/04/2019	12/20/2019	12/20/2019		12/20/2019	13,032.05
43666	Y&H SB1 Pavement Rehab Dig Out	Paid by Check #23973		12/04/2019	12/20/2019	12/20/2019		12/20/2019	721.85



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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
43667	Y&H Dinuba Green Median Proj	Paid by Check #23973		12/04/2019	12/20/2019	12/20/2019		12/20/2019	4,619.26
43668	Y&H Kern Street Storm Drain	Paid by Check #23973		12/04/2019	12/20/2019	12/20/2019		12/20/2019	10,033.50
43669	Y&H Ave 416 AID channel	Paid by Check #23973		12/04/2019	12/20/2019	12/20/2019		12/20/2019	107.25
43673	Y&H Building Official	Paid by Check #23973		12/04/2019	12/20/2019	12/20/2019		12/20/2019	5,367.50
43674	Y&H Engineering Services	Paid by Check #23973		12/04/2019	12/20/2019	12/20/2019		12/20/2019	6,345.50
43676	Y&H Griggs Ave Improv	Paid by Check #23973		12/04/2019	12/20/2019	12/20/2019		12/20/2019	15,813.13
Vendor 1067 - Yamabe & Horn Engineering Inc. Totals							Invoices	44	\$197,959.38
Vendor Harley Kakiuchi									
Refund 2020	Refund for Duplicate Payment	Paid by Check #23974		12/13/2019	12/20/2019	12/20/2019		12/20/2019	65.00
Vendor Harley Kakiuchi Totals							Invoices	1	\$65.00
Vendor Rudolph Trejo									
Refund 2020	Refund for Duplicate Payment	Paid by Check #23975		12/13/2019	12/20/2019	12/20/2019		12/20/2019	65.00
Vendor Rudolph Trejo Totals							Invoices	1	\$65.00
Vendor Jose Vega									
Refund 2020	Refund for Duplicate Payment	Paid by Check #23976		12/13/2019	12/20/2019	12/20/2019		12/20/2019	65.00
Vendor Jose Vega Totals							Invoices	1	\$65.00
Grand Totals							Invoices	328	\$873,147.82



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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.									
00108769	FY19/20-Special Events-Potty rental for Christmas parade event	Paid by Check #23979		12/16/2019	01/03/2020	01/03/2020	12/16/2019	01/03/2020	1,203.04
00292314	FY19/20-Parks-Potty rental/service-Centennial Park	Paid by Check #23979		12/21/2019	01/03/2020	01/03/2020	12/23/2019	01/03/2020	243.59
00292315	FY19/20-Parks-Potty rental/service-Nebraska Park	Paid by Check #23979		12/21/2019	01/03/2020	01/03/2020	12/23/2019	01/03/2020	265.59
Vendor 1143 - AAA Quality Services, Inc. Totals							Invoices	3	\$1,712.22
Vendor 263 - Advantek Benefit Administrators									
12/27/19	Funding Request	Paid by Check #23981		12/27/2019	01/03/2020	01/03/2020		01/03/2020	20,212.20
2001 0011	Communications	Paid by Check #23980		12/27/2019	01/03/2020	01/03/2020		01/03/2020	56,554.47
Vendor 263 - Advantek Benefit Administrators Totals							Invoices	2	\$76,766.67
Vendor 344 - Alameda Electrical Distributors									
S4438305.002	FY19/20-Parks-electrical supplies/parts/equip-credit	Paid by Check #23982		04/17/2019	01/03/2020	01/03/2020	05/07/2019	01/03/2020	(179.01)
S4665402.001	FY19/20-Parks-electrical supplies/parts/equip	Paid by Check #23982		10/04/2019	01/03/2020	01/03/2020	12/26/2019	01/03/2020	142.50
S4665451.003	FY19/20-Parks-electrical supplies/parts/equip	Paid by Check #23982		10/16/2019	01/03/2020	01/03/2020	12/26/2019	01/03/2020	236.17
Vendor 344 - Alameda Electrical Distributors Totals							Invoices	3	\$199.66
Vendor 971 - Alert-O-Lite, Inc.									
0055725-IN	SPARK PLUG AND COIL FOR CONCRETE SAW	Paid by Check #23983		12/26/2019	01/03/2020	01/03/2020		01/03/2020	95.10
Vendor 971 - Alert-O-Lite, Inc. Totals							Invoices	1	\$95.10
Vendor 20 - Ameritas Life Insurance									
January 2020	Life Insurance	Paid by Check #23984		12/12/2019	01/03/2020	01/03/2020		01/03/2020	8,618.28
Vendor 20 - Ameritas Life Insurance Totals							Invoices	1	\$8,618.28
Vendor 351 - Anthem Blue Cross									
000102707054	Tyler 141A75193	Paid by Check #23991		12/07/2019	01/03/2020	01/03/2020		01/03/2020	189.09
000102741238	Galchutt 680A72915	Paid by Check #23990		12/07/2019	01/03/2020	01/03/2020		01/03/2020	217.10
000102848035	Ramirez 992W01856	Paid by Check #23989		12/07/2019	01/03/2020	01/03/2020		01/03/2020	122.62
098763330I	Roberts rx	Paid by Check #23988		12/07/2019	01/03/2020	01/03/2020		01/03/2020	74.20
098766408I	Sano rx	Paid by Check #23987		12/07/2019	01/03/2020	01/03/2020		01/03/2020	74.20
098767830I	Hartley rx	Paid by Check #23986		12/07/2019	01/03/2020	01/03/2020		01/03/2020	74.20
098768741I	Ramirez RX	Paid by Check #23985		12/07/2019	01/03/2020	01/03/2020		01/03/2020	74.20
Vendor 351 - Anthem Blue Cross Totals							Invoices	7	\$825.61
Vendor 17 - AT&T									
238451821412/19	Telephone	Paid by Check #23992		12/07/2019	01/03/2020	01/03/2020		01/03/2020	67.07
939105447612/19	CH	Paid by Check #23993		12/10/2019	01/03/2020	01/03/2020		01/03/2020	21.38



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939105446112/19	CH	Paid by Check #23993		12/11/2019	01/03/2020	01/03/2020		01/03/2020	21.38
939105446612/19	CH	Paid by Check #23993		12/11/2019	01/03/2020	01/03/2020		01/03/2020	21.47
939105446712/19	CH	Paid by Check #23993		12/11/2019	01/03/2020	01/03/2020		01/03/2020	41.13
939105473812/19	CH	Paid by Check #23993		12/11/2019	01/03/2020	01/03/2020		01/03/2020	.04
939105475612/19	CH	Paid by Check #23993		12/11/2019	01/03/2020	01/03/2020		01/03/2020	379.92
939105447012/19	12/10/19	Paid by Check #23993		12/11/2019	01/03/2020	01/03/2020		01/03/2020	21.38
939105447112/19	12/10/19	Paid by Check #23993		12/11/2019	01/03/2020	01/03/2020		01/03/2020	19.72
939105447912/19	12/10/19	Paid by Check #23993		12/11/2019	01/03/2020	01/03/2020		01/03/2020	21.38
939105474212/19	12/10/19	Paid by Check #23993		12/11/2019	01/03/2020	01/03/2020		01/03/2020	104.50
939105447512/19	Parks	Paid by Check #23993		12/10/2019	01/03/2020	01/03/2020		01/03/2020	19.75
939105474412/19	Parks	Paid by Check #23993		12/11/2019	01/03/2020	01/03/2020		01/03/2020	231.09
939105446912/19	PD - 11/11/19 - 12/10/19 Billing Charges	Paid by Check #23993		12/11/2019	01/03/2020	01/03/2020		01/03/2020	19.72
939105474012/19	PD - 11/11/19 - 12/10/19 Billing Charges	Paid by Check #23993		12/11/2019	01/03/2020	01/03/2020		01/03/2020	254.18
939105473612/19	PD - 11/20/19 - 12/19/19 Billing Charges	Paid by Check #23993		12/20/2019	01/03/2020	01/03/2020		01/03/2020	197.62
939103727712/19	PW	Paid by Check #23994		12/10/2019	01/03/2020	01/03/2020		01/03/2020	23.50
939105447212/19	PW	Paid by Check #23994		12/10/2019	01/03/2020	01/03/2020		01/03/2020	41.11
939105447412/19	PW	Paid by Check #23994		12/10/2019	01/03/2020	01/03/2020		01/03/2020	41.16
939105447712/19	PW	Paid by Check #23994		12/10/2019	01/03/2020	01/03/2020		01/03/2020	21.38
939105447812/19	PW	Paid by Check #23994		12/10/2019	01/03/2020	01/03/2020		01/03/2020	21.38
939105474112/19	PW	Paid by Check #23994		12/11/2019	01/03/2020	01/03/2020		01/03/2020	250.68
Vendor 17 - AT&T Totals				Invoices			22		\$1,840.94
Vendor 289 - AT&T Mobility LLC									
2870151847341219	December 2019	Paid by Check #23995		12/16/2019	01/03/2020	01/03/2020		01/03/2020	88.24
Vendor 289 - AT&T Mobility LLC Totals				Invoices			1		\$88.24
Vendor 1044 - AutoZone, Inc.									
2833870638	FLUID RESERVOIR FOR PD 04	Paid by Check #23996		12/19/2019	01/03/2020	01/03/2020		01/03/2020	69.43
2833871133	FLUID RESERVOIR FOR PD 10	Paid by Check #23996		12/19/2019	01/03/2020	01/03/2020		01/03/2020	69.43
Vendor 1044 - AutoZone, Inc. Totals				Invoices			2		\$138.86
Vendor 65 - Banner Pest Control									
193528	PD - Removal of Pigeons Downtown	Paid by Check #23997		12/12/2019	01/03/2020	01/03/2020		01/03/2020	75.00
193553	PD - Removal of Pigeons Downtown	Paid by Check #23997		12/17/2019	01/03/2020	01/03/2020		01/03/2020	75.00
Vendor 65 - Banner Pest Control Totals				Invoices			2		\$150.00
Vendor 105 - Best Uniforms									
42220	PD - Uniform / Andrew Loera	Paid by Check #23998		12/20/2019	01/03/2020	01/03/2020		01/03/2020	1,379.66
Vendor 105 - Best Uniforms Totals				Invoices			1		\$1,379.66



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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 822 - Boundtree Medical LLC									
83441208	Supplies	Paid by Check #23999		12/12/2019	01/03/2020	01/03/2020		01/03/2020	263.97
Vendor 822 - Boundtree Medical LLC Totals						Invoices	1		\$263.97
Vendor 116 - BSK Analytical Laboratories									
A934231	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #24000		12/23/2019	01/03/2020	01/03/2020		01/03/2020	144.00
A934252	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #24000		12/23/2019	01/03/2020	01/03/2020		01/03/2020	126.00
Vendor 116 - BSK Analytical Laboratories Totals						Invoices	2		\$270.00
Vendor 94 - California Public Employees Retirement									
12/8-12/21/19	Payroll 12/08/19-12/21/19	Paid by EFT #1130		12/27/2019	12/30/2019	12/30/2019		12/30/2019	79,667.71
2020-00000328	31 - 457 - Employee CalPERS \$*	Paid by EFT #1129		12/27/2019	12/30/2019	12/30/2019		12/30/2019	8,867.36
Vendor 94 - California Public Employees Retirement Totals						Invoices	2		\$88,535.07
Vendor 246 - Central San Joaquin Valley Risk Management Auth.									
RMA 2020-0150	2019/2020 3rd Quarter Deposits	Paid by Check #24001		12/20/2019	01/03/2020	01/03/2020		01/03/2020	296,523.00
Vendor 246 - Central San Joaquin Valley Risk Management Auth. Totals						Invoices	1		\$296,523.00
Vendor 44 - Central Valley Lock & Safe									
55585	DUPLICATE DOOR LOCK ON THE WEIGHT ROOM AT PD	Paid by Check #24002		12/11/2019	01/03/2020	01/03/2020		01/03/2020	180.66
Vendor 44 - Central Valley Lock & Safe Totals						Invoices	1		\$180.66
Vendor 215 - Chad's Auto Glass									
70681	REPAIR FOR PD 3	Paid by Check #24003		12/16/2019	01/03/2020	01/03/2020		01/03/2020	276.90
Vendor 215 - Chad's Auto Glass Totals						Invoices	1		\$276.90
Vendor 333 - Cintas Corporation No. 2									
4038311918	PD - Janitorial Supplies	Paid by Check #24004		12/24/2019	01/03/2020	01/03/2020		01/03/2020	142.10
Vendor 333 - Cintas Corporation No. 2 Totals						Invoices	1		\$142.10
Vendor 8 - City of Dinuba									
pettycash12/2019	FY19/20-petty cash reimbursement	Paid by Check #24005		12/19/2019	01/03/2020	01/03/2020	12/19/2019	01/03/2020	197.57
Vendor 8 - City of Dinuba Totals						Invoices	1		\$197.57
Vendor 1238 - Coleman & Horowitz, LLP									
400492	Gas Company	Paid by Check #24006		11/30/2019	01/03/2020	01/03/2020		01/03/2020	328.00
400493	SGI/Dokken	Paid by Check #24006		11/30/2019	01/03/2020	01/03/2020		01/03/2020	5,936.00
Vendor 1238 - Coleman & Horowitz, LLP Totals						Invoices	2		\$6,264.00
Vendor 170 - Comcast									
0148160 12/11/19	1390 E Elizabeth	Paid by Check #24009		12/11/2019	01/03/2020	01/03/2020		01/03/2020	158.29



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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
0148178 12/12/19	680 S. Alta	Paid by Check #24007		12/12/2019	01/03/2020	01/03/2020		01/03/2020	291.12
0191269 12/22/19	201 Uruapan	Paid by Check #24008		12/22/2019	01/03/2020	01/03/2020		01/03/2020	217.93
			Vendor 170 - Comcast Totals			Invoices	3		\$667.34
Vendor 1473 - Country View Nursery 3553	FY19/20-L&L-Landscape materials- trees & bushes	Paid by Check #24010		12/19/2019	01/03/2020	01/03/2020	12/26/2019	01/03/2020	351.81
			Vendor 1473 - Country View Nursery Totals			Invoices	1		\$351.81
Vendor 232 - Courier Printing and Village Printer C25649	Maribel Reynosa	Paid by Check #24011		12/13/2019	01/03/2020	01/03/2020		01/03/2020	48.83
			Vendor 232 - Courier Printing and Village Printer Totals			Invoices	1		\$48.83
Vendor 77 - Department of Justice 424381	PD - November 2019 / Blood Alcohol Analysis	Paid by Check #24012		12/10/2019	01/03/2020	01/03/2020		01/03/2020	35.00
			Vendor 77 - Department of Justice Totals			Invoices	1		\$35.00
Vendor 341 - Dinuba Tires LLC 71758	4 TIRES FOR DS 2	Paid by Check #24013		12/16/2019	01/03/2020	01/03/2020		01/03/2020	740.00
71766	2 TIRES FOR BUS 9	Paid by Check #24013		12/23/2019	01/03/2020	01/03/2020		01/03/2020	720.00
			Vendor 341 - Dinuba Tires LLC Totals			Invoices	2		\$1,460.00
Vendor 69 - Don's Shoes 10572	FY19/20-Uniform - Joe Bueno work boot purchase	Paid by Check #24014		12/13/2019	01/03/2020	01/03/2020	12/26/2019	01/03/2020	168.18
10526	BOOT ALLOWANCE FOR GONZALO RUIZ	Paid by Check #24014		11/17/2019	01/03/2020	01/03/2020		01/03/2020	146.48
			Vendor 69 - Don's Shoes Totals			Invoices	2		\$314.66
Vendor 62 - Ed Dena's Auto Center CTCS279478	REPAIRS TO M 735	Paid by Check #24015		12/23/2019	01/03/2020	01/03/2020		01/03/2020	3,657.07
			Vendor 62 - Ed Dena's Auto Center Totals			Invoices	1		\$3,657.07
Vendor 309 - Elbert Distributing PI0024854	SUPPLIES FOR FLEET	Paid by Check #24016		12/17/2019	01/03/2020	01/03/2020		01/03/2020	121.93
			Vendor 309 - Elbert Distributing Totals			Invoices	1		\$121.93
Vendor 16 - Ernest Packaging Solutions 90081276	FY19/20-Parks- cleaning supplies/product	Paid by Check #24017		12/16/2019	01/03/2020	01/03/2020	12/19/2019	01/03/2020	1,381.51
			Vendor 16 - Ernest Packaging Solutions Totals			Invoices	1		\$1,381.51
Vendor 36 - Ewing Irrigation Products 8860570	FY19/20-L&L-Irrigation supplies/equip.-Alta Mission	Paid by Check #24018		12/19/2019	01/03/2020	01/03/2020	12/26/2019	01/03/2020	49.36



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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
8860572	FY19/20-Parks-Irrigation supplies/equip. -KFC/Best Buy	Paid by Check #24018		12/19/2019	01/03/2020	01/03/2020	12/26/2019	01/03/2020	94.72
8865911	FY19/20-L&L-Irrigation supplies/equip.-Hayes & Nebraska	Paid by Check #24018		12/20/2019	01/03/2020	01/03/2020	12/26/2019	01/03/2020	94.72
8865912	FY19/20-Parks-Irrigation supplies/equip.	Paid by Check #24018		12/20/2019	01/03/2020	01/03/2020	12/26/2019	01/03/2020	21.73
8865913	FY19/20-Parks-Irrigation supplies/equip. -transit center	Paid by Check #24018		12/20/2019	01/03/2020	01/03/2020	12/26/2019	01/03/2020	18.30
8865914	FY19/20-Parks-Irrigation supplies/equip. -Rite Aid Strip	Paid by Check #24018		12/20/2019	01/03/2020	01/03/2020	12/26/2019	01/03/2020	7.79
8865915	FY19/20-Parks-Irrigation supplies/equip. -Ruiz Park	Paid by Check #24018		12/20/2019	01/03/2020	01/03/2020	12/26/2019	01/03/2020	108.22
8865916	FY19/20-Parks-Irrigation supplies/equip. - Marshal Akers	Paid by Check #24018		12/20/2019	01/03/2020	01/03/2020	12/26/2019	01/03/2020	38.28
Vendor 36 - Ewing Irrigation Products Totals							Invoices	8	\$433.12
Vendor 1453 - Excel Telecommunications									
1181168625	December 2019	Paid by Check #24019		12/11/2019	01/03/2020	01/03/2020		01/03/2020	18.45
Vendor 1453 - Excel Telecommunications Totals							Invoices	1	\$18.45
Vendor 1617 - Felland Construction, Inc.									
18133	FELLAND CONST - FLOOD DAMAGE WORK AT PD - PROGRESS PAYMENT	Paid by Check #24020		12/27/2019	01/03/2020	01/03/2020		01/03/2020	45,876.66
Vendor 1617 - Felland Construction, Inc. Totals							Invoices	1	\$45,876.66
Vendor 765 - Future Ford of Clovis									
770510	PD INVENTORY	Paid by Check #24021		12/13/2019	01/03/2020	01/03/2020		01/03/2020	803.51
Vendor 765 - Future Ford of Clovis Totals							Invoices	1	\$803.51
Vendor 588 - Lorena Gamboa									
Ed.Reimb.2019	8/14/19-12/11/19	Paid by Check #24022		12/20/2019	01/03/2020	01/03/2020		01/03/2020	52.50
Vendor 588 - Lorena Gamboa Totals							Invoices	1	\$52.50
Vendor 252 - Geil Enterprises, Inc.									
373668	PD - January - March 2020 Service	Paid by Check #24023		01/01/2020	01/03/2020	01/03/2020		01/03/2020	90.00
373645	FIRE ALARM MONITORING, JAN - MARCH 2020 - CNG FACILITY	Paid by Check #24023		01/01/2020	01/03/2020	01/03/2020		01/03/2020	270.00
374001	Cust# 9909	Paid by Check #24023		01/01/2020	01/03/2020	01/03/2020		01/03/2020	377.00
Vendor 252 - Geil Enterprises, Inc. Totals							Invoices	3	\$737.00
Vendor 864 - Government Finance Officers Association									
0223001	Member 300148880	Paid by Check #24024		12/10/2019	01/03/2020	01/03/2020		01/03/2020	190.00
Vendor 864 - Government Finance Officers Association Totals							Invoices	1	\$190.00



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Vendor 379 - Guardian EMS Products									
4458	Supplies	Paid by Check #24025		12/26/2019	01/03/2020	01/03/2020		01/03/2020	462.73
		Vendor 379 - Guardian EMS Products Totals				Invoices	1		\$462.73
Vendor 1431 - Patricia Hartman									
12/7/19	Anthem	Paid by Check #24026		12/30/2019	01/03/2020	01/03/2020		01/03/2020	74.20
		Vendor 1431 - Patricia Hartman Totals				Invoices	1		\$74.20
Vendor 1616 - Healthwise Services, LLC									
0000059481	PD - 11/26/19 Sharps Container Service - #0000203334	Paid by Check #24027		11/30/2019	01/03/2020	01/03/2020		01/03/2020	26.19
		Vendor 1616 - Healthwise Services, LLC Totals				Invoices	1		\$26.19
Vendor 139 - Henry Schein Inc.									
71955035	Supplies	Paid by Check #24028		12/11/2019	01/03/2020	01/03/2020		01/03/2020	58.56
72239369	Supplies	Paid by Check #24028		12/20/2019	01/03/2020	01/03/2020		01/03/2020	303.04
		Vendor 139 - Henry Schein Inc. Totals				Invoices	2		\$361.60
Vendor 174 - Howard's Pest Control									
0279228	FY19/20- Pest Control Services - Sportsplex building	Paid by Check #24029		12/03/2019	01/03/2020	01/03/2020	12/17/2019	01/03/2020	87.00
		Vendor 174 - Howard's Pest Control Totals				Invoices	1		\$87.00
Vendor 525 - International Association of Fire Chiefs									
IAFC #101906 20	2020 Membership	Paid by Check #24030		12/30/2019	01/03/2020	01/03/2020		01/03/2020	285.00
		Vendor 525 - International Association of Fire Chiefs Totals				Invoices	1		\$285.00
Vendor 133 - J & D Lighting & Alarm									
960268	FY19/20-Parks-Alarm system monitoring service-Parks office	Paid by Check #24031		12/18/2019	01/03/2020	01/03/2020	12/23/2019	01/03/2020	1,278.40
		Vendor 133 - J & D Lighting & Alarm Totals				Invoices	1		\$1,278.40
Vendor 472 - Jacobson James & Associates									
1911.0619	JACOBSON JAMES - SENTINEL WELL MONITORING	Paid by Check #24032		12/12/2019	01/03/2020	01/03/2020		01/03/2020	5,038.38
		Vendor 472 - Jacobson James & Associates Totals				Invoices	1		\$5,038.38
Vendor 560 - Daniel James									
Ed. Reimb 2019	7/1/19-10/31/19	Paid by Check #24033		12/17/2019	01/03/2020	01/03/2020		01/03/2020	500.00
		Vendor 560 - Daniel James Totals				Invoices	1		\$500.00
Vendor 213 - Javelina Trading Company									
1911016	GLOVES FOR WATER DEPT	Paid by Check #24034		12/03/2019	01/03/2020	01/03/2020		01/03/2020	582.07
		Vendor 213 - Javelina Trading Company Totals				Invoices	1		\$582.07
Vendor 413 - Jim Brisco Enterprises									



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22901	JIM BRISCO - BIOSOLIDS REMOVAL	Paid by Check #24035		12/03/2019	01/03/2020	01/03/2020		01/03/2020	57,526.08
Vendor 413 - Jim Brisco Enterprises Totals								Invoices 1	\$57,526.08
Vendor 6 - Jim Manning Dodge Inc.									
146250DOR	ANTIFREEZE FOR INVENTORY	Paid by Check #24036		12/20/2019	01/03/2020	01/03/2020		01/03/2020	248.68
146256DOR	TANK FUEL, TUBE FUEL FOR PD 10	Paid by Check #24036		12/26/2019	01/03/2020	01/03/2020		01/03/2020	1,175.22
Vendor 6 - Jim Manning Dodge Inc. Totals								Invoices 2	\$1,423.90
Vendor 256 - Kamps Propane Inc.									
51906	PROPANE FOR FORKLIFT - WWTP	Paid by Check #24037		12/17/2019	01/03/2020	01/03/2020		01/03/2020	19.78
Vendor 256 - Kamps Propane Inc. Totals								Invoices 1	\$19.78
Vendor 1403 - Kings Industrial Occupational Medical Center, Inc.									
71654	Professional Services	Paid by Check #24038		11/14/2019	01/03/2020	01/03/2020		01/03/2020	3,226.33
Vendor 1403 - Kings Industrial Occupational Medical Center, Inc. Totals								Invoices 1	\$3,226.33
Vendor 449 - Les Schwab Tire Centers of Central California									
55100209805	4 TIRES FOR PD 10	Paid by Check #24039		12/20/2019	01/03/2020	01/03/2020		01/03/2020	746.59
Vendor 449 - Les Schwab Tire Centers of Central California Totals								Invoices 1	\$746.59
Vendor 89 - Liebert Cassidy Whitmore									
1489306	Legal	Paid by Check #24040		11/30/2019	01/03/2020	01/03/2020		01/03/2020	370.00
1489307	Legal Services (lawyers)	Paid by Check #24040		11/30/2019	01/03/2020	01/03/2020		01/03/2020	23.50
Vendor 89 - Liebert Cassidy Whitmore Totals								Invoices 2	\$393.50
Vendor 22 - Moore Twining Associates Inc.									
9136656	WATER SAMPLE TESTING WWTP - IN HOUSE	Paid by Check #24041		12/17/2019	01/03/2020	01/03/2020		01/03/2020	226.00
9136670	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #24041		12/18/2019	01/03/2020	01/03/2020		01/03/2020	88.00
9136698	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #24041		12/18/2019	01/03/2020	01/03/2020		01/03/2020	88.00
9136951	WATER SAMPLE TESTING WWTP - IN HOUSE	Paid by Check #24041		12/26/2019	01/03/2020	01/03/2020		01/03/2020	115.00
9136952	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #24041		12/26/2019	01/03/2020	01/03/2020		01/03/2020	88.00
9136994	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #24041		12/26/2019	01/03/2020	01/03/2020		01/03/2020	88.00
Vendor 22 - Moore Twining Associates Inc. Totals								Invoices 6	\$693.00
Vendor 1369 - Margarita Moreno									
SafetyReimb.2019	Miscellaneous	Paid by Check #24042		12/27/2019	01/03/2020	01/03/2020		01/03/2020	28.80
Vendor 1369 - Margarita Moreno Totals								Invoices 1	\$28.80



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Vendor 88 - Municipal Maintenance Equipment Inc.									
0144514-IN	PARTS FOR T-20	Paid by Check #24043		12/19/2019	01/03/2020	01/03/2020		01/03/2020	776.09
Vendor 88 - Municipal Maintenance Equipment Inc. Totals							Invoices	1	<u>\$776.09</u>
Vendor 899 - NBS									
1219000079	CFD Administration	Paid by Check #24044		12/20/2019	01/03/2020	01/03/2020		01/03/2020	1,152.28
1219000080	Landscape Maintenance	Paid by Check #24044		12/20/2019	01/03/2020	01/03/2020		01/03/2020	6,754.64
Vendor 899 - NBS Totals							Invoices	2	<u>\$7,906.92</u>
Vendor 142 - Office Depot BSD									
417424993001	Supplies	Paid by Check #24045		12/17/2019	01/03/2020	01/03/2020		01/03/2020	22.38
418140643001	FY19/20-Comm. Svcs.- office supplies	Paid by Check #24045		12/18/2019	01/03/2020	01/03/2020	12/26/2019	01/03/2020	6.93
418140982001	FY19/20-Operating/office supplies - multiple divisions	Paid by Check #24045		12/18/2019	01/03/2020	01/03/2020	12/26/2019	01/03/2020	175.31
418565826001	FY19/20-Operating/office supplies - multiple divisions	Paid by Check #24045		12/19/2019	01/03/2020	01/03/2020	12/26/2019	01/03/2020	88.72
418744033001	FY19/20-Parks- office supplies	Paid by Check #24045		12/19/2019	01/03/2020	01/03/2020	12/26/2019	01/03/2020	91.12
414383787001	PD - Supplies	Paid by Check #24045		12/11/2019	01/03/2020	01/03/2020		01/03/2020	74.87
410187552001	SIGNATURE STAMP FOR ISMAEL	Paid by Check #24045		12/05/2019	01/03/2020	01/03/2020		01/03/2020	32.54
415464038001	Office Supplies - Office Depot	Paid by Check #24045		12/12/2019	01/03/2020	01/03/2020		01/03/2020	89.04
418291106001	Office Supplies - Office Depot	Paid by Check #24045		12/18/2019	01/03/2020	01/03/2020		01/03/2020	80.21
Vendor 142 - Office Depot BSD Totals							Invoices	9	<u>\$661.12</u>
Vendor 76 - Pacific Gas & Electric									
3166578419012/19	3007 Kamm	Paid by Check #24046		12/18/2019	01/03/2020	01/03/2020		01/03/2020	65.77
3547447107112/19	December 2019	Paid by Check #24046		12/10/2019	01/03/2020	01/03/2020		01/03/2020	427.68
1693144969412/19	Parks	Paid by Check #24046		12/10/2019	01/03/2020	01/03/2020		01/03/2020	108.47
3396308460412/19	Parks	Paid by Check #24046		12/10/2019	01/03/2020	01/03/2020		01/03/2020	10.78
6021181187612/19	Parks	Paid by Check #24047		12/10/2019	01/03/2020	01/03/2020		01/03/2020	1,384.34
7748430711912/19	Parks	Paid by Check #24047		12/10/2019	01/03/2020	01/03/2020		01/03/2020	20.20
9459141832512/19	Parks	Paid by Check #24047		12/10/2019	01/03/2020	01/03/2020		01/03/2020	10.52
2946520700812/19	Parks	Paid by Check #24046		12/11/2019	01/03/2020	01/03/2020		01/03/2020	81.25
7314274871112/19	Parks	Paid by Check #24047		12/11/2019	01/03/2020	01/03/2020		01/03/2020	797.12
1557710974512/19	Parks	Paid by Check #24046		12/12/2019	01/03/2020	01/03/2020		01/03/2020	1,918.53
8319024072712/19	Parks	Paid by Check #24047		12/12/2019	01/03/2020	01/03/2020		01/03/2020	24.15
4323390246912/19	Parks	Paid by Check #24046		12/16/2019	01/03/2020	01/03/2020		01/03/2020	61.08
8543598174212/19	Parks	Paid by Check #24047		12/16/2019	01/03/2020	01/03/2020		01/03/2020	200.33
9018373735312/19	Parks	Paid by Check #24047		12/16/2019	01/03/2020	01/03/2020		01/03/2020	889.27
9196176758812/19	Parks	Paid by Check #24047		12/16/2019	01/03/2020	01/03/2020		01/03/2020	65.84
1834091213012/19	PW	Paid by Check #24046		12/10/2019	01/03/2020	01/03/2020		01/03/2020	18.40
4964113683012/19	PW	Paid by Check #24048		12/10/2019	01/03/2020	01/03/2020		01/03/2020	85.11
5167308560412/19	PW	Paid by Check #24048		12/10/2019	01/03/2020	01/03/2020		01/03/2020	101.25



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6724721106212/19	PW	Paid by Check #24048		12/10/2019	01/03/2020	01/03/2020		01/03/2020	111.19
6766387770112/19	PW	Paid by Check #24048		12/10/2019	01/03/2020	01/03/2020		01/03/2020	61.87
8744095279112/19	PW	Paid by Check #24048		12/10/2019	01/03/2020	01/03/2020		01/03/2020	10.51
00078857513	PW	Paid by Check #24046		12/12/2019	01/03/2020	01/03/2020		01/03/2020	70.50
1349716235712/19	PW	Paid by Check #24046		12/12/2019	01/03/2020	01/03/2020		01/03/2020	1,891.16
1561888272212/19	PW	Paid by Check #24046		12/13/2019	01/03/2020	01/03/2020		01/03/2020	140.96
9548749847912/19	PW	Paid by Check #24048		12/13/2019	01/03/2020	01/03/2020		01/03/2020	64.93
9179222553312/19	PW	Paid by Check #24048		12/16/2019	01/03/2020	01/03/2020		01/03/2020	922.49
			Vendor 76 - Pacific Gas & Electric Totals			Invoices	26		\$9,543.70
Vendor	7 - Pena's Disposal Services								
483381	FY19/20-Parks- Yard waste service- Vuich Park	Paid by Check #24049		12/20/2019	01/03/2020	01/03/2020	12/27/2019	01/03/2020	776.50
483387	Cust No. 01-153360	Paid by Check #24049		12/20/2019	01/03/2020	01/03/2020		01/03/2020	3,047.84
			Vendor 7 - Pena's Disposal Services Totals			Invoices	2		\$3,824.34
Vendor	275 - Proforce Marketing Inc.								
395939	PD - Supplies	Paid by Check #24050		12/21/2019	01/03/2020	01/03/2020		01/03/2020	89.14
			Vendor 275 - Proforce Marketing Inc. Totals			Invoices	1		\$89.14
Vendor	349 - RES COM Pest Control								
1782517	PD - Dog Kennel Pest Control Service	Paid by Check #24051		12/16/2019	01/03/2020	01/03/2020		01/03/2020	44.00
			Vendor 349 - RES COM Pest Control Totals			Invoices	1		\$44.00
Vendor	1526 - Robert Soria Trucking								
14478	BASE ROCK	Paid by Check #24052		12/19/2019	01/03/2020	01/03/2020		01/03/2020	150.00
			Vendor 1526 - Robert Soria Trucking Totals			Invoices	1		\$150.00
Vendor	1618 - Safariland, LLC								
65931	PD - Ballistic Shield Instructor Course - J. George Ayala	Paid by Check #24053		12/27/2019	01/03/2020	01/03/2020		01/03/2020	395.00
			Vendor 1618 - Safariland, LLC Totals			Invoices	1		\$395.00
Vendor	61 - Silvas Oil Company Inc.								
606392	DIESEL FUEL - WWTP	Paid by Check #24054		12/05/2019	01/03/2020	01/03/2020		01/03/2020	1,673.73
			Vendor 61 - Silvas Oil Company Inc. Totals			Invoices	1		\$1,673.73
Vendor	229 - Snap on Tools								
12131951866	SHOP TOOLS	Paid by Check #24055		12/13/2019	01/03/2020	01/03/2020		01/03/2020	38.25
			Vendor 229 - Snap on Tools Totals			Invoices	1		\$38.25
Vendor	214 - Stericycle, Inc.								
3004936049	January 2020	Paid by Check #24056		01/01/2020	01/03/2020	01/03/2020		01/03/2020	130.68
			Vendor 214 - Stericycle, Inc. Totals			Invoices	1		\$130.68



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Vendor 86 - SWRCB									
LW-1026759	SWRCB - WATER SYSTEM ANNUAL FEES, 7/1/19-6/30/20	Paid by Check #24057		12/09/2019	01/03/2020	01/03/2020		01/03/2020	12,630.20
Vendor 86 - SWRCB Totals								Invoices	1
									\$12,630.20
Vendor 1447 - Monte Sylvester									
12/7/19	Anthem	Paid by Check #24058		12/30/2019	01/03/2020	01/03/2020		01/03/2020	284.46
Vendor 1447 - Monte Sylvester Totals								Invoices	1
									\$284.46
Vendor 1564 - The Home Depot Pro									
525875480	PW CLEANING SUPPLIES	Paid by Check #24059		12/10/2019	01/03/2020	01/03/2020		01/03/2020	1,134.99
526338223	PW CLEANING SUPPLIES	Paid by Check #24059		12/12/2019	01/03/2020	01/03/2020		01/03/2020	44.01
527215552	PW CLEANING SUPPLIES	Paid by Check #24059		12/18/2019	01/03/2020	01/03/2020		01/03/2020	638.05
527366694	PW CLEANING SUPPLIES	Paid by Check #24059		12/18/2019	01/03/2020	01/03/2020		01/03/2020	246.89
527414213	PW CLEANING SUPPLIES	Paid by Check #24059		12/19/2019	01/03/2020	01/03/2020		01/03/2020	354.96
Vendor 1564 - The Home Depot Pro Totals								Invoices	5
									\$2,418.90
Vendor 311 - Top Dog Training Center									
1205	PD - Loreda/Vader & Lopez/Walker K9 Training	Paid by Check #24060		12/17/2019	01/03/2020	01/03/2020		01/03/2020	180.00
Vendor 311 - Top Dog Training Center Totals								Invoices	1
									\$180.00
Vendor 815 - Tulare County Chief's Association									
TCCA 2020 Dues	PD - 2020 Annual Membership Dues	Paid by Check #24061		12/17/2019	01/03/2020	01/03/2020		01/03/2020	250.00
Vendor 815 - Tulare County Chief's Association Totals								Invoices	1
									\$250.00
Vendor 1041 - UPS									
0000Y64A59519	Shipping	Paid by Check #24062		12/21/2019	01/03/2020	01/03/2020		01/03/2020	19.74
Vendor 1041 - UPS Totals								Invoices	1
									\$19.74
Vendor 273 - US Bank									
2002CX133	Safe Drinking Water	Paid by EFT #1131		12/06/2019	01/03/2020	01/03/2020		01/03/2020	224,124.99
402136329	December 2019	Paid by Check #24063		12/11/2019	01/03/2020	01/03/2020		01/03/2020	124.13
402570642	PD - Copiers Charges	Paid by Check #24064		12/18/2019	01/03/2020	01/03/2020		01/03/2020	907.06
Vendor 273 - US Bank Totals								Invoices	3
									\$225,156.18
Vendor 201 - Valley Farm Services, Inc.									
22283	REPAIRS TO WWRP 06	Paid by Check #24065		11/13/2019	01/03/2020	01/03/2020		01/03/2020	4,432.25
Vendor 201 - Valley Farm Services, Inc. Totals								Invoices	1
									\$4,432.25
Vendor 129 - Valley Industrial & Family Medical Group									
391383	Espino DOT	Paid by Check #24066		12/12/2019	01/03/2020	01/03/2020		01/03/2020	100.00
Vendor 129 - Valley Industrial & Family Medical Group Totals								Invoices	1
									\$100.00



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Vendor 101 - Valley Soil & Forest Products									
36069	FILL SAND	Paid by Check #24067		12/10/2019	01/03/2020	01/03/2020		01/03/2020	434.00
36103	FILL SAND	Paid by Check #24067		12/18/2019	01/03/2020	01/03/2020		01/03/2020	434.00
Vendor 101 - Valley Soil & Forest Products Totals							Invoices	2	\$868.00
Vendor 354 - Verizon Wireless									
9844257264	Finance	Paid by Check #24074		12/14/2019	01/03/2020	01/03/2020		01/03/2020	171.51
9844172995	January 2020	Paid by Check #24071		12/12/2019	01/03/2020	01/03/2020		01/03/2020	351.17
9844257263	January 2020	Paid by Check #24070		12/14/2019	01/03/2020	01/03/2020		01/03/2020	397.55
9844257262	FY19/20-Cell phone service bill-multiple divisions	Paid by Check #24069		12/14/2019	01/03/2020	01/03/2020	12/26/2019	01/03/2020	1,029.06
9843902640	PD 11/11/19 - 12/10/19 Billing Charges	Paid by Check #24068		12/10/2019	01/03/2020	01/03/2020		01/03/2020	2,042.83
9843747606	Acct# 972514922-00001	Paid by Check #24072		12/07/2019	01/03/2020	01/03/2020		01/03/2020	411.98
9844257261	ADMIN PHONE CHARGES	Paid by Check #24073		12/14/2019	01/03/2020	01/03/2020		01/03/2020	285.85
Vendor 354 - Verizon Wireless Totals							Invoices	7	\$4,689.95
Vendor 549 - Wal-Mart									
2458 12/16/19	Supplies	Paid by Check #24075		12/16/2019	01/03/2020	01/03/2020		01/03/2020	13.71
Vendor 549 - Wal-Mart Totals							Invoices	1	\$13.71
Vendor 1382 - XiO, Inc.									
201209481	MONTHLY PAYMENT - CITY OF DINUBA PHASE II	Paid by Check #24076		01/01/2020	01/03/2020	01/03/2020		01/03/2020	1,967.79
Vendor 1382 - XiO, Inc. Totals							Invoices	1	\$1,967.79
Vendor AMERICAN PAVING CO									
8923277 APC	REFUND FOR CONST WATER METER - 8923277	Paid by Check #24077		12/19/2019	01/03/2020	01/03/2020		01/03/2020	750.00
Vendor AMERICAN PAVING CO Totals							Invoices	1	\$750.00
Grand Totals							Invoices	186	\$892,365.60



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Vendor 385 - 4 Creeks, Inc.									
15462	4 Creeks Kamm and Greene Project	Paid by Check #24078		12/10/2019	01/10/2020	01/10/2020		01/10/2020	6,606.94
		Vendor 385 - 4 Creeks, Inc. Totals				Invoices	1		\$6,606.94
Vendor 72 - A-C Electric Company									
VL0859-1	A-C Electric Solar Light Project Saginaw & Lyndsay	Paid by Check #24079		11/14/2019	01/10/2020	01/10/2020		01/10/2020	8,870.00
		Vendor 72 - A-C Electric Company Totals				Invoices	1		\$8,870.00
Vendor 1284 - Adams Ashby Group, Inc.									
2860	Adams Ashby Griggs Kern Projects	Paid by Check #24080		11/01/2019	01/10/2020	01/10/2020		01/10/2020	4,500.00
2890	Adams Ashby Griggs and Kern Projects	Paid by Check #24080		12/02/2019	01/10/2020	01/10/2020		01/10/2020	4,950.00
		Vendor 1284 - Adams Ashby Group, Inc. Totals				Invoices	2		\$9,450.00
Vendor 1364 - Brenda Agabo									
Safety 12.19	Miscellaneous	Paid by Check #24081		12/20/2019	01/10/2020	01/10/2020		01/10/2020	112.50
		Vendor 1364 - Brenda Agabo Totals				Invoices	1		\$112.50
Vendor 1595 - American Paving Co.									
2	American Paving Kamm and Greene Project	Paid by Check #24082		12/20/2019	01/10/2020	01/10/2020		01/10/2020	233,410.44
		Vendor 1595 - American Paving Co. Totals				Invoices	1		\$233,410.44
Vendor 17 - AT&T									
559595999912/19	Fire Line	Paid by Check #24083		12/25/2019	01/10/2020	01/10/2020		01/10/2020	240.89
559595858312/19	Parks	Paid by Check #24083		12/25/2019	01/10/2020	01/10/2020		01/10/2020	433.49
		Vendor 17 - AT&T Totals				Invoices	2		\$674.38
Vendor 289 - AT&T Mobility LLC									
28723507219912/1	Council	Paid by Check #24084		12/16/2019	01/10/2020	01/10/2020		01/10/2020	84.72
		Vendor 289 - AT&T Mobility LLC Totals				Invoices	1		\$84.72
Vendor 376 - BCS Consulting, LLC									
201934	Standard UCC SSL	Paid by Check #24085		11/06/2019	01/10/2020	01/10/2020		01/10/2020	432.92
		Vendor 376 - BCS Consulting, LLC Totals				Invoices	1		\$432.92
Vendor 822 - Boundtree Medical LLC									
83457124	Supplies	Paid by Check #24086		12/30/2019	01/10/2020	01/10/2020		01/10/2020	314.99
		Vendor 822 - Boundtree Medical LLC Totals				Invoices	1		\$314.99
Vendor 116 - BSK Analytical Laboratories									
ADA0039	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #24087		01/02/2020	01/10/2020	01/10/2020		01/10/2020	144.00



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		Vendor	116 - BSK Analytical Laboratories Totals			Invoices		1	\$144.00
Vendor 1 - C&S Laundry Cleaners									
027136	Hernandez Patches	Paid by Check #24088		12/30/2019	01/10/2020	01/10/2020		01/10/2020	20.40
026375	Fy 19/20-SE-Alteration/repair of Santa boots	Paid by Check #24088		12/02/2019	01/10/2020	01/10/2020	01/06/2020	01/10/2020	7.25
026825	Fy 19/20-SE-Dry cleaning of Santa suit after Xmas parade	Paid by Check #24088		12/16/2019	01/10/2020	01/10/2020	01/06/2020	01/10/2020	37.75
		Vendor	1 - C&S Laundry Cleaners Totals			Invoices		3	\$65.40
Vendor 327 - CalAct									
2020-0083	Transit 2020 Membership	Paid by Check #24089		01/01/2020	01/10/2020	01/10/2020		01/10/2020	535.00
		Vendor	327 - CalAct Totals			Invoices		1	\$535.00
Vendor 305 - Cartozian Air Conditioning and Heating Inc.									
16476	Cartozian Police Dept Reroof Damages	Paid by Check #24090		11/25/2019	01/10/2020	01/10/2020		01/10/2020	605.05
16515	Cartozian Police Dept Re roof Damages	Paid by Check #24090		12/10/2019	01/10/2020	01/10/2020		01/10/2020	85.00
		Vendor	305 - Cartozian Air Conditioning and Heating Inc. Totals			Invoices		2	\$690.05
Vendor 599 - Carlos Chavez, JR									
Medic Reimb.2020	State Medic Reimbursement	Paid by Check #24091		01/06/2020	01/10/2020	01/10/2020		01/10/2020	200.00
		Vendor	599 - Carlos Chavez, JR Totals			Invoices		1	\$200.00
Vendor 333 - Cintas Corporation No. 2									
4037804235	Transit 12/18/2019	Paid by Check #24092		12/18/2019	01/10/2020	01/10/2020		01/10/2020	40.38
		Vendor	333 - Cintas Corporation No. 2 Totals			Invoices		1	\$40.38
Vendor 1145 - City of Dinuba FSA									
2020-00000335	42 - FSA Medical Pre Tax*	Paid by Check #6173		01/09/2020	01/09/2020	01/09/2020		01/09/2020	2,567.60
		Vendor	1145 - City of Dinuba FSA Totals			Invoices		1	\$2,567.60
Vendor 239 - City of Fresno									
6058	PD - Perishable Skills Program - 02/18/20 - 02/20/20	Paid by Check #24093		01/02/2020	01/10/2020	01/10/2020		01/10/2020	406.00
6059	PD - Perishable Skills Program - 02/25/20 - 02/27/20	Paid by Check #24093		01/02/2020	01/10/2020	01/10/2020		01/10/2020	406.00
		Vendor	239 - City of Fresno Totals			Invoices		2	\$812.00
Vendor 569 - David Clifton									
Safety 12.2019	Miscellaneous	Paid by Check #24094		12/13/2019	01/10/2020	01/10/2020		01/10/2020	112.50
		Vendor	569 - David Clifton Totals			Invoices		1	\$112.50
Vendor 1419 - Collins & Schoettler Planning Consultant, Inc.									



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December 2019	Collins and Schoettler Planning Support	Paid by Check #24095		01/06/2020	01/10/2020	01/10/2020		01/10/2020	3,300.00
Vendor 1419 - Collins & Schoettler Planning Consultant, Inc. Totals							Invoices	1	\$3,300.00
Vendor 541 - Colonial Life Premium Processing									
2020-00000336	40 - Colonial Life Pre Tax*	Paid by Check #6174		01/09/2020	01/09/2020	01/09/2020		01/09/2020	2,256.77
Vendor 541 - Colonial Life Premium Processing Totals							Invoices	1	\$2,256.77
Vendor 170 - Comcast									
0002177 12/27/19	1390 Elizabeth	Paid by Check #24097		12/27/2019	01/10/2020	01/10/2020		01/10/2020	87.65
0181138 12.27.19	180 Merced	Paid by Check #24098		12/27/2019	01/10/2020	01/10/2020		01/10/2020	425.91
0136611 12/26/19	PD - 01/01/20 - 01/31/20 Billing Charges	Paid by Check #24096		12/26/2019	01/10/2020	01/10/2020		01/10/2020	53.67
Vendor 170 - Comcast Totals							Invoices	3	\$567.23
Vendor 1473 - Country View Nursery									
3550	Country View Saginaw/Alta Ave	Paid by Check #24099		12/16/2019	01/10/2020	01/10/2020		01/10/2020	517.53
Vendor 1473 - Country View Nursery Totals							Invoices	1	\$517.53
Vendor 232 - Courier Printing and Village Printer									
C25659	PD - Business Cards / Officer Nunez & CSO Hara	Paid by Check #24100		12/31/2019	01/10/2020	01/10/2020		01/10/2020	108.50
Vendor 232 - Courier Printing and Village Printer Totals							Invoices	1	\$108.50
Vendor 3 - Culligan Water									
158260	PORTABLE EXCHANGE TANK - PW YARD	Paid by Check #24101		12/31/2019	01/10/2020	01/10/2020		01/10/2020	76.00
158538	PORTABLE EXCHANGE TANK, DI RENTAL - WWTP	Paid by Check #24101		12/31/2019	01/10/2020	01/10/2020		01/10/2020	72.50
158703	SOFTENER RENTAL SERVICE - WELL 20	Paid by Check #24101		12/31/2019	01/10/2020	01/10/2020		01/10/2020	42.00
158722	SOFTENER RENTAL SERVICE - WELL 18	Paid by Check #24101		12/31/2019	01/10/2020	01/10/2020		01/10/2020	46.00
Vendor 3 - Culligan Water Totals							Invoices	4	\$236.50
Vendor 1035 - De Lage Landen Public Finance									
66215478	PD Vehicles	Paid by Check #24102		12/18/2019	01/10/2020	01/10/2020		01/10/2020	53,341.45
Vendor 1035 - De Lage Landen Public Finance Totals							Invoices	1	\$53,341.45
Vendor 720 - Dell Marketing L.P.									
10359156830	DELL UPGRADE KIT - ISMAEL	Paid by Check #24103		12/05/2019	01/10/2020	01/10/2020		01/10/2020	178.13
Vendor 720 - Dell Marketing L.P. Totals							Invoices	1	\$178.13
Vendor 153 - Department of Housing and Community Development									
MHP2020	MOBILE HOME PARKS OPERATING FEES 2020	Paid by Check #24104		11/06/2019	01/10/2020	01/10/2020		01/10/2020	2,865.00



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Vendor 153 - Department of Housing and Community Development Totals							Invoices	1	\$2,865.00
Vendor 542 - Dinuba Employee's Association									
2020-00000337	09 - Employee Association	Paid by Check #6175		01/09/2020	01/09/2020	01/09/2020		01/09/2020	287.50
Vendor 542 - Dinuba Employee's Association Totals							Invoices	1	\$287.50
Vendor 85 - Dinuba Lions Club									
December 2019	Dues & Subscriptions	Paid by Check #24105		01/06/2020	01/10/2020	01/10/2020		01/10/2020	94.00
Vendor 85 - Dinuba Lions Club Totals							Invoices	1	\$94.00
Vendor 543 - Dinuba Police Officer's Association									
2020-00000338	14 - Police Officers Association	Paid by Check #6176		01/09/2020	01/09/2020	01/09/2020		01/09/2020	1,250.00
Vendor 543 - Dinuba Police Officer's Association Totals							Invoices	1	\$1,250.00
Vendor 341 - Dinuba Tires LLC									
71649	FLAT REPAIR FOR T 40	Paid by Check #24106		09/30/2019	01/10/2020	01/10/2020		01/10/2020	15.00
Vendor 341 - Dinuba Tires LLC Totals							Invoices	1	\$15.00
Vendor 69 - Don's Shoes									
10570	ALEX ALDAZ BOOT ALLOWANCE	Paid by Check #24107		12/12/2019	01/10/2020	01/10/2020		01/10/2020	200.00
Vendor 69 - Don's Shoes Totals							Invoices	1	\$200.00
Vendor 1506 - Enterprise FM Trust									
FBN3867589	PD - Vehicles Lease Charges	Paid by Check #24108		01/04/2020	01/10/2020	01/10/2020		01/10/2020	1,219.97
Vendor 1506 - Enterprise FM Trust Totals							Invoices	1	\$1,219.97
Vendor 280 - Entersect									
1219EP31191	PD - December 2019 Charges	Paid by Check #24109		12/31/2019	01/10/2020	01/10/2020		01/10/2020	100.00
Vendor 280 - Entersect Totals							Invoices	1	\$100.00
Vendor 1591 - Environment Control									
3271-299INV	Environment Control Police Reroof	Paid by Check #24110		11/26/2019	01/10/2020	01/10/2020		01/10/2020	325.00
	Damages								
3285-299INV	Environment Control Police Reroof	Paid by Check #24110		12/12/2019	01/10/2020	01/10/2020		01/10/2020	250.00
	Damages								
Vendor 1591 - Environment Control Totals							Invoices	2	\$575.00
Vendor 36 - Ewing Irrigation Products									
8871133	Fy 19/20-Parks-Supplies for parks dept.	Paid by Check #24111		12/21/2019	01/10/2020	01/10/2020	12/30/2019	01/10/2020	92.41
8860571	Ewing Kamm and Greene Project	Paid by Check #24111		12/19/2019	01/10/2020	01/10/2020		01/10/2020	94.72
Vendor 36 - Ewing Irrigation Products Totals							Invoices	2	\$187.13
Vendor 544 - Firemen's Association									
2020-00000339	04 - Fire Association Dues*	Paid by Check #6177		01/09/2020	01/09/2020	01/09/2020		01/09/2020	1,283.80
Vendor 544 - Firemen's Association Totals							Invoices	1	\$1,283.80



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Vendor 1263 - Fitguard Inc.									
0000164656	Contractual	Paid by Check #24153		10/10/2019	12/13/2019	12/13/2019		01/09/2020	145.00
		Vendor 1263 - Fitguard Inc. Totals				Invoices	1		\$145.00
Vendor 252 - Geil Enterprises, Inc.									
373492	Transit Jan 2020- March 2020	Paid by Check #24112		01/01/2020	01/10/2020	01/10/2020		01/10/2020	291.00
		Vendor 252 - Geil Enterprises, Inc. Totals				Invoices	1		\$291.00
Vendor 712 - Golden State Overnight									
4091594	POSTAGE FEES	Paid by Check #24113		12/15/2019	01/10/2020	01/10/2020		01/10/2020	19.56
		Vendor 712 - Golden State Overnight Totals				Invoices	1		\$19.56
Vendor 242 - Green Box Rentals, Inc.									
70224	Fy 19/20-Sports-Mo rental for storage unit @ rec	Paid by Check #24114		12/31/2019	01/10/2020	01/10/2020	01/06/2020	01/10/2020	70.53
70226	Fy 19/20-Parks-Mo rental of storage unit @ Vuich prk	Paid by Check #24114		12/31/2019	01/10/2020	01/10/2020	01/06/2020	01/10/2020	81.38
		Vendor 242 - Green Box Rentals, Inc. Totals				Invoices	2		\$151.91
Vendor 139 - Henry Schein Inc.									
72323757	Supplies	Paid by Check #24115		12/24/2019	01/10/2020	01/10/2020		01/10/2020	1,100.88
		Vendor 139 - Henry Schein Inc. Totals				Invoices	1		\$1,100.88
Vendor 174 - Howard's Pest Control									
0279628	Cust No. OP1088	Paid by Check #24116		12/02/2019	01/10/2020	01/10/2020		01/10/2020	47.00
		Vendor 174 - Howard's Pest Control Totals				Invoices	1		\$47.00
Vendor 545 - I.C.M.A. Retirement Trust									
2020-00000340	30 - 457 - Employee ICMA \$*	Paid by Check #6178		01/09/2020	01/09/2020	01/09/2020		01/09/2020	2,878.93
		Vendor 545 - I.C.M.A. Retirement Trust Totals				Invoices	1		\$2,878.93
Vendor 1391 - IXII Group, Inc.									
00179-2019	PD - Tactical Dispatcher Training 02/05/20 - 02/07/20	Paid by Check #24117		09/11/2019	01/10/2020	01/10/2020		01/10/2020	296.00
		Vendor 1391 - IXII Group, Inc. Totals				Invoices	1		\$296.00
Vendor 6 - Jim Manning Dodge Inc.									
CHCS128444	SMOG CHECK C 30	Paid by Check #24118		12/18/2019	01/10/2020	01/10/2020		01/10/2020	45.00
CHCS128454	SMOG CHECK FIRE COBALT	Paid by Check #24118		12/18/2019	01/10/2020	01/10/2020		01/10/2020	45.00
		Vendor 6 - Jim Manning Dodge Inc. Totals				Invoices	2		\$90.00
Vendor 5 - Jorgensen & Co.									
5849233	ANSUL SYSTEM ANNUAL SERVICE - SENIOR CENTER	Paid by Check #24119		12/12/2019	01/10/2020	01/10/2020		01/10/2020	185.34
		Vendor 5 - Jorgensen & Co. Totals				Invoices	1		\$185.34



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Vendor 281 - Law and Associates Investigations									
1856	PD - Law Enforcement Background	Paid by Check #24120		01/06/2020	01/10/2020	01/10/2020		01/10/2020	700.00
Vendor 281 - Law and Associates Investigations Totals							Invoices	1	<u>\$700.00</u>
Vendor 332 - Lexipol, LLC									
32239	2/20 - 1/21	Paid by Check #24121		01/01/2020	01/10/2020	01/10/2020		01/10/2020	6,075.00
Vendor 332 - Lexipol, LLC Totals							Invoices	1	<u>\$6,075.00</u>
Vendor 37 - Midtown Sports Inc.									
0000055762	Fy 19/20-Sports-Basketball Jerseys for rec league 2020	Paid by Check #24122		12/30/2019	01/10/2020	01/10/2020	01/06/2020	01/10/2020	5,490.10
Vendor 37 - Midtown Sports Inc. Totals							Invoices	1	<u>\$5,490.10</u>
Vendor 22 - Moore Twining Associates Inc.									
0123131	WATER SAMPLE TESTING WWTP - IN HOUSE	Paid by Check #24123		01/02/2020	01/10/2020	01/10/2020		01/10/2020	70.00
0123132	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #24123		01/02/2020	01/10/2020	01/10/2020		01/10/2020	88.00
0123172	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #24123		01/03/2020	01/10/2020	01/10/2020		01/10/2020	88.00
Vendor 22 - Moore Twining Associates Inc. Totals							Invoices	3	<u>\$246.00</u>
Vendor 1235 - New York Life Insurance Company									
2020-00000341	15 - New York Life Insurance	Paid by Check #6179		01/09/2020	01/09/2020	01/09/2020		01/09/2020	1,044.05
Vendor 1235 - New York Life Insurance Company Totals							Invoices	1	<u>\$1,044.05</u>
Vendor 392 - O'Reilly Auto Parts									
3641-278549	Vehicles	Paid by Check #24124		12/02/2019	01/10/2020	01/10/2020		01/10/2020	17.34
3641-278553	Vehicles	Paid by Check #24124		12/02/2019	01/10/2020	01/10/2020		01/10/2020	17.34
3641-278555	Vehicles	Paid by Check #24124		12/02/2019	01/10/2020	01/10/2020		01/10/2020	17.34
3641-278556	Vehicles	Paid by Check #24124		12/02/2019	01/10/2020	01/10/2020		01/10/2020	17.34
3641-278558	Vehicles	Paid by Check #24124		12/02/2019	01/10/2020	01/10/2020		01/10/2020	17.34
3641-278563	Vehicles	Paid by Check #24124		12/02/2019	01/10/2020	01/10/2020		01/10/2020	30.37
3641-278569	Vehicles	Paid by Check #24124		12/02/2019	01/10/2020	01/10/2020		01/10/2020	17.34
3641-278571	Vehicles	Paid by Check #24124		12/02/2019	01/10/2020	01/10/2020		01/10/2020	17.34
3641-278583	Vehicles	Paid by Check #24124		12/02/2019	01/10/2020	01/10/2020		01/10/2020	17.34
3641-278586	Vehicles	Paid by Check #24124		12/02/2019	01/10/2020	01/10/2020		01/10/2020	17.34
3641-278587	Vehicles	Paid by Check #24124		12/02/2019	01/10/2020	01/10/2020		01/10/2020	17.34
3641-278588	Vehicles	Paid by Check #24124		12/02/2019	01/10/2020	01/10/2020		01/10/2020	17.34
3641-278589	Vehicles	Paid by Check #24124		12/02/2019	01/10/2020	01/10/2020		01/10/2020	17.34
3641-278590	Vehicles	Paid by Check #24124		12/02/2019	01/10/2020	01/10/2020		01/10/2020	17.34
3641-278593	Vehicles	Paid by Check #24124		12/02/2019	01/10/2020	01/10/2020		01/10/2020	17.34
3641-278596	Vehicles	Paid by Check #24124		12/02/2019	01/10/2020	01/10/2020		01/10/2020	17.34



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3641-278597	Vehicles	Paid by Check #24124		12/02/2019	01/10/2020	01/10/2020		01/10/2020	17.34
3641-278600	Vehicles	Paid by Check #24124		12/02/2019	01/10/2020	01/10/2020		01/10/2020	17.34
3641-278601	Vehicles	Paid by Check #24124		12/02/2019	01/10/2020	01/10/2020		01/10/2020	17.34
3641-278602	Vehicles	Paid by Check #24124		12/02/2019	01/10/2020	01/10/2020		01/10/2020	17.34
3641-278606	Vehicles	Paid by Check #24124		12/02/2019	01/10/2020	01/10/2020		01/10/2020	17.34
3641-278612	Vehicles	Paid by Check #24124		12/02/2019	01/10/2020	01/10/2020		01/10/2020	17.34
3641-278616	Vehicles	Paid by Check #24124		12/02/2019	01/10/2020	01/10/2020		01/10/2020	17.34
3641-278618	Vehicles	Paid by Check #24124		12/02/2019	01/10/2020	01/10/2020		01/10/2020	17.34
3641-278619	Vehicles	Paid by Check #24124		12/02/2019	01/10/2020	01/10/2020		01/10/2020	17.34
3641-278637	Vehicles	Paid by Check #24124		12/02/2019	01/10/2020	01/10/2020		01/10/2020	17.34
3641-278641	Vehicles	Paid by Check #24124		12/02/2019	01/10/2020	01/10/2020		01/10/2020	17.34
3641-278642	Vehicles	Paid by Check #24124		12/02/2019	01/10/2020	01/10/2020		01/10/2020	17.34
3641-278644	Vehicles	Paid by Check #24124		12/02/2019	01/10/2020	01/10/2020		01/10/2020	17.34
3641-278645	Vehicles	Paid by Check #24124		12/02/2019	01/10/2020	01/10/2020		01/10/2020	17.34
3641-278649	Vehicles	Paid by Check #24124		12/02/2019	01/10/2020	01/10/2020		01/10/2020	17.34
3641-278650	Vehicles	Paid by Check #24124		12/02/2019	01/10/2020	01/10/2020		01/10/2020	17.34
3641-278679	Vehicles	Paid by Check #24124		12/02/2019	01/10/2020	01/10/2020		01/10/2020	180.87
3641-278681	Vehicles	Paid by Check #24124		12/02/2019	01/10/2020	01/10/2020		01/10/2020	53.98
3641-278785	Vehicles	Paid by Check #24124		12/03/2019	01/10/2020	01/10/2020		01/10/2020	14.09
3641-278978	Vehicles	Paid by Check #24124		12/04/2019	01/10/2020	01/10/2020		01/10/2020	17.34
3641-279093	Vehicles	Paid by Check #24124		12/05/2019	01/10/2020	01/10/2020		01/10/2020	254.30
3641-279241	Vehicles	Paid by Check #24124		12/06/2019	01/10/2020	01/10/2020		01/10/2020	(17.34)
3641-279243	Vehicles	Paid by Check #24124		12/06/2019	01/10/2020	01/10/2020		01/10/2020	(17.34)
3641-279280	Vehicles	Paid by Check #24124		12/06/2019	01/10/2020	01/10/2020		01/10/2020	14.75
3641-279281	Vehicles	Paid by Check #24124		12/06/2019	01/10/2020	01/10/2020		01/10/2020	57.61
3641-279287	Vehicles	Paid by Check #24124		12/06/2019	01/10/2020	01/10/2020		01/10/2020	9.60
3641-279288	Vehicles	Paid by Check #24124		12/06/2019	01/10/2020	01/10/2020		01/10/2020	34.84
3641-279290	Vehicles	Paid by Check #24124		12/06/2019	01/10/2020	01/10/2020		01/10/2020	43.36
3641-279295	Vehicles	Paid by Check #24124		12/06/2019	01/10/2020	01/10/2020		01/10/2020	(34.68)
3641-279298	Vehicles	Paid by Check #24124		12/06/2019	01/10/2020	01/10/2020		01/10/2020	25.35
3641-279326	Vehicles	Paid by Check #24124		12/06/2019	01/10/2020	01/10/2020		01/10/2020	9.67
3641-279327	Vehicles	Paid by Check #24124		12/06/2019	01/10/2020	01/10/2020		01/10/2020	9.67
3641-279344	Vehicles	Paid by Check #24124		12/06/2019	01/10/2020	01/10/2020		01/10/2020	7.79
3641-279952	Vehicles	Paid by Check #24124		12/10/2019	01/10/2020	01/10/2020		01/10/2020	(86.80)
3641-280015	Vehicles	Paid by Check #24124		12/10/2019	01/10/2020	01/10/2020		01/10/2020	6.38
3641-280123	Vehicles	Paid by Check #24124		12/11/2019	01/10/2020	01/10/2020		01/10/2020	9.16
3641-280232	Vehicles	Paid by Check #24124		12/12/2019	01/10/2020	01/10/2020		01/10/2020	8.29
3641-280243	Vehicles	Paid by Check #24124		12/12/2019	01/10/2020	01/10/2020		01/10/2020	5.14
3641-280268	Vehicles	Paid by Check #24124		12/12/2019	01/10/2020	01/10/2020		01/10/2020	34.42
3641-280386	Vehicles	Paid by Check #24124		12/13/2019	01/10/2020	01/10/2020		01/10/2020	70.45
3641-280397	Vehicles	Paid by Check #24124		12/13/2019	01/10/2020	01/10/2020		01/10/2020	211.75
3641-280926	Vehicles	Paid by Check #24124		12/16/2019	01/10/2020	01/10/2020		01/10/2020	132.15



Accounts Payable Invoice Report

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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
3641-280932	Vehicles	Paid by Check #24124		12/16/2019	01/10/2020	01/10/2020		01/10/2020	182.33
3641-281034	Vehicles	Paid by Check #24124		12/17/2019	01/10/2020	01/10/2020		01/10/2020	15.20
3641-281169	Vehicles	Paid by Check #24124		12/18/2019	01/10/2020	01/10/2020		01/10/2020	72.52
3641-281278	Vehicles	Paid by Check #24124		12/19/2019	01/10/2020	01/10/2020		01/10/2020	2.57
3641-281283	Vehicles	Paid by Check #24124		12/19/2019	01/10/2020	01/10/2020		01/10/2020	99.80
3641-281484	Vehicles	Paid by Check #24124		12/20/2019	01/10/2020	01/10/2020		01/10/2020	7.80
EB93770810	Vehicles	Paid by Check #24124		12/24/2019	01/10/2020	01/10/2020		01/10/2020	(29.29)
3641-282102	Vehicles	Paid by Check #24124		12/26/2019	01/10/2020	01/10/2020		01/10/2020	203.32
3641-282120	Vehicles	Paid by Check #24124		12/26/2019	01/10/2020	01/10/2020		01/10/2020	2.61
3641-282168	Vehicles	Paid by Check #24124		12/26/2019	01/10/2020	01/10/2020		01/10/2020	1,425.11
3641-282181	Vehicles	Paid by Check #24124		12/26/2019	01/10/2020	01/10/2020		01/10/2020	29.27
3641-283077	Supplies	Paid by Check #24124		01/01/2020	01/10/2020	01/10/2020		01/10/2020	106.25
			Vendor 392 - O'Reilly Auto Parts Totals				Invoices	70	\$3,740.20
Vendor 142 - Office Depot BSD									
418297323001	NAME PLATES - CRYSTAL AND ROLANDO	Paid by Check #24125		12/20/2019	01/10/2020	01/10/2020		01/10/2020	39.04
			Vendor 142 - Office Depot BSD Totals				Invoices	1	\$39.04
Vendor 1619 - Owen Equipment Sales									
00047358	OWEN - EQUIPMENT FOR WATER DEPT	Paid by Check #24126		10/21/2019	01/10/2020	01/10/2020		01/10/2020	25,432.40
			Vendor 1619 - Owen Equipment Sales Totals				Invoices	1	\$25,432.40
Vendor 76 - Pacific Gas & Electric									
6183054474012/19	496 E Tulare	Paid by Check #24127		12/10/2019	01/10/2020	01/10/2020		01/10/2020	3,689.72
5022214690912/19	Parkside Village	Paid by Check #24127		12/20/2019	01/10/2020	01/10/2020		01/10/2020	203.58
2656920215812/19	El Monte & Lillie	Paid by Check #24127		12/24/2019	01/10/2020	01/10/2020		01/10/2020	11.31
5192489513212/19	Utilities	Paid by Check #24127		12/24/2019	01/10/2020	01/10/2020		01/10/2020	11.28
7771308180812/19	200 RD 72	Paid by Check #24127		12/24/2019	01/10/2020	01/10/2020		01/10/2020	10.51
5438816975412/19	Newton & Northridge	Paid by Check #24127		12/26/2019	01/10/2020	01/10/2020		01/10/2020	50.43
1594680195612/19	855 El Monte Way	Paid by Check #24127		12/27/2019	01/10/2020	01/10/2020		01/10/2020	226.97
			Vendor 76 - Pacific Gas & Electric Totals				Invoices	7	\$4,203.80
Vendor 254 - Patton Air Conditioning									
144814	Maintenance	Paid by Check #24128		12/24/2019	01/10/2020	01/10/2020		01/10/2020	1,317.50
144827	Maintenance	Paid by Check #24128		12/30/2019	01/10/2020	01/10/2020		01/10/2020	845.00
			Vendor 254 - Patton Air Conditioning Totals				Invoices	2	\$2,162.50
Vendor 39 - Pioneer Equipment Company									
AP57495	PARTS FOR TRACTOR - WWTP	Paid by Check #24129		12/19/2019	01/10/2020	01/10/2020		01/10/2020	19.91
			Vendor 39 - Pioneer Equipment Company Totals				Invoices	1	\$19.91
Vendor 1622 - Piry Appliances									



Accounts Payable Invoice Report

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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
0270240	Dryer Repair	Paid by Check #24130		12/26/2019	01/10/2020	01/10/2020		01/10/2020	95.00
Vendor 1622 - Piry Appliances Totals									95.00
Invoices 1									\$95.00
Vendor 275 - Proforce Marketing Inc.									
396557	PD - Range Supplies	Paid by Check #24131		12/30/2019	01/10/2020	01/10/2020		01/10/2020	155.76
Vendor 275 - Proforce Marketing Inc. Totals									155.76
Invoices 1									\$155.76
Vendor 248 - The Rockyard									
121619	Rockyard Boulders	Paid by Check #24132		12/16/2019	01/10/2020	01/10/2020		01/10/2020	1,500.00
Vendor 248 - The Rockyard Totals									1,500.00
Invoices 1									\$1,500.00
Vendor 1623 - Service Master Cleaning & Restoration									
19-1596-WTR	Service Master Police Dept Reroof Damages	Paid by Check #24133		12/12/2019	01/10/2020	01/10/2020		01/10/2020	61,744.13
19-1597-WTR	Service Master Police Dept Reroof Damages	Paid by Check #24133		12/20/2019	01/10/2020	01/10/2020		01/10/2020	82,327.07
Vendor 1623 - Service Master Cleaning & Restoration Totals									144,071.20
Invoices 2									\$144,071.20
Vendor 61 - Silvas Oil Company Inc.									
160789CT	December 2019	Paid by Check #24134		12/31/2019	01/10/2020	01/10/2020		01/10/2020	1,531.32
Vendor 61 - Silvas Oil Company Inc. Totals									1,531.32
Invoices 1									\$1,531.32
Vendor 10 - Smith Auto Parts									
02IN086185	Vehicles	Paid by Check #24135		12/04/2019	01/10/2020	01/10/2020		01/10/2020	54.53
02CR011213	Vehicles	Paid by Check #24135		12/05/2019	01/10/2020	01/10/2020		01/10/2020	(547.74)
02IN086482	Vehicles	Paid by Check #24135		12/10/2019	01/10/2020	01/10/2020		01/10/2020	41.18
02IN086560	Vehicles	Paid by Check #24135		12/12/2019	01/10/2020	01/10/2020		01/10/2020	3.62
02IN086632	Vehicles	Paid by Check #24135		12/13/2019	01/10/2020	01/10/2020		01/10/2020	39.30
02IN086633	Vehicles	Paid by Check #24135		12/13/2019	01/10/2020	01/10/2020		01/10/2020	26.46
02IN086641	Vehicles	Paid by Check #24135		12/13/2019	01/10/2020	01/10/2020		01/10/2020	49.73
02IN086652	Vehicles	Paid by Check #24135		12/13/2019	01/10/2020	01/10/2020		01/10/2020	103.86
02IN086778	Vehicles	Paid by Check #24135		12/18/2019	01/10/2020	01/10/2020		01/10/2020	12.04
02IN086779	Vehicles	Paid by Check #24135		12/18/2019	01/10/2020	01/10/2020		01/10/2020	12.04
02IN086780	Vehicles	Paid by Check #24135		12/18/2019	01/10/2020	01/10/2020		01/10/2020	12.04
02IN086781	Vehicles	Paid by Check #24135		12/18/2019	01/10/2020	01/10/2020		01/10/2020	12.04
02CR011308	Vehicles	Paid by Check #24135		12/19/2019	01/10/2020	01/10/2020		01/10/2020	(65.76)
02IN086839	Vehicles	Paid by Check #24135		12/19/2019	01/10/2020	01/10/2020		01/10/2020	1.25
02IN086858	Vehicles	Paid by Check #24135		12/19/2019	01/10/2020	01/10/2020		01/10/2020	123.02
02IN087001	Vehicles	Paid by Check #24135		12/23/2019	01/10/2020	01/10/2020		01/10/2020	40.56
02IN087055	Vehicles	Paid by Check #24135		12/26/2019	01/10/2020	01/10/2020		01/10/2020	116.07
02IN087057	Vehicles	Paid by Check #24135		12/26/2019	01/10/2020	01/10/2020		01/10/2020	38.95
02IN087073	Vehicles	Paid by Check #24135		12/26/2019	01/10/2020	01/10/2020		01/10/2020	2.66
02IN087074	Vehicles	Paid by Check #24135		12/26/2019	01/10/2020	01/10/2020		01/10/2020	5.26
02IN087090	Vehicles	Paid by Check #24135		12/27/2019	01/10/2020	01/10/2020		01/10/2020	101.86



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Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
02IN087187	Vehicles	Paid by Check #24135		12/30/2019	01/10/2020	01/10/2020		01/10/2020	19.53
		Vendor 10 - Smith Auto Parts Totals				Invoices	22		\$202.50
Vendor 546 - State Disbursement Unit									
2020-00000342	99 - Child Support*	Paid by Check #6180		01/09/2020	01/09/2020	01/09/2020		01/09/2020	1,430.28
		Vendor 546 - State Disbursement Unit Totals				Invoices	1		\$1,430.28
Vendor 1073 - Stryker Sales Coporation									
2885919M	Batteries	Paid by Check #24136		12/27/2019	01/10/2020	01/10/2020		01/10/2020	1,275.96
		Vendor 1073 - Stryker Sales Coporation Totals				Invoices	1		\$1,275.96
Vendor 92 - Target Specialty Products									
PSCM031587	CREDIT FOR SHIPPING CHARGES	Paid by Check #24137		08/15/2019	01/10/2020	01/10/2020		01/10/2020	(51.17)
PI1037482	ROUNDUP FOR WWTP	Paid by Check #24137		09/18/2019	01/10/2020	01/10/2020		01/10/2020	435.09
		Vendor 92 - Target Specialty Products Totals				Invoices	2		\$383.92
Vendor 189 - Terminix International									
392458304	PD - Pest Control Service	Paid by Check #24138		12/17/2019	01/10/2020	01/10/2020		01/10/2020	16.00
		Vendor 189 - Terminix International Totals				Invoices	1		\$16.00
Vendor 1564 - The Home Depot Pro									
528065386	CLEANING SUPPLIES	Paid by Check #24139		12/26/2019	01/10/2020	01/10/2020		01/10/2020	44.01
		Vendor 1564 - The Home Depot Pro Totals				Invoices	1		\$44.01
Vendor 49 - Tulare County									
2020-00000343	98 - Garnishment %*	Paid by Check #6181		01/09/2020	01/09/2020	01/09/2020		01/09/2020	780.79
		Vendor 49 - Tulare County Totals				Invoices	1		\$780.79
Vendor 19 - U.S. Postmaster									
Permit 57 - 2020	Firedmed Mailing 2020	Paid by Check #24140		01/06/2020	01/10/2020	01/10/2020		01/10/2020	279.37
		Vendor 19 - U.S. Postmaster Totals				Invoices	1		\$279.37
Vendor 273 - US Bank									
403182843	January 2020	Paid by Check #24141		12/26/2019	01/10/2020	01/10/2020		01/10/2020	367.96
		Vendor 273 - US Bank Totals				Invoices	1		\$367.96
Vendor 1434 - Vast Networks									
19657	Internet	Paid by Check #24142		01/01/2020	01/10/2020	01/10/2020		01/10/2020	4,124.07
		Vendor 1434 - Vast Networks Totals				Invoices	1		\$4,124.07
Vendor 354 - Verizon Wireless									
9844257265	City Managers	Paid by Check #24143		12/14/2019	01/10/2020	01/10/2020		01/10/2020	191.65
		Vendor 354 - Verizon Wireless Totals				Invoices	1		\$191.65
Vendor 297 - Vincent Communications, Inc.									



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
78727	Batteries	Paid by Check #24144		12/31/2019	01/10/2020	01/10/2020		01/10/2020	585.90
78733	Repairs	Paid by Check #24144		01/02/2020	01/10/2020	01/10/2020		01/10/2020	180.00
		Vendor 297 - Vincent Communications, Inc. Totals				Invoices	2		<u>\$765.90</u>
Vendor 877 - Volunteer Fire Association									
2020-00000344	10 - Volunteer Fire Association	Paid by Check #6182		01/09/2020	01/09/2020	01/09/2020		01/09/2020	15.00
		Vendor 877 - Volunteer Fire Association Totals				Invoices	1		<u>\$15.00</u>
Vendor 549 - Wal-Mart									
2474 12/24/19	Parks	Paid by Check #24147		12/24/2019	01/10/2020	01/10/2020		01/10/2020	999.43
5859 12/16/19	Transit Stuff the Trolley	Paid by Check #24146		12/16/2019	01/10/2020	01/10/2020		01/10/2020	53.64
2482 12/24/19	VARIOUS SUPPLIES	Paid by Check #24145		12/24/2019	01/10/2020	01/10/2020		01/10/2020	288.45
		Vendor 549 - Wal-Mart Totals				Invoices	3		<u>\$1,341.52</u>
Vendor 1280 - Willdan Engineering									
00331251	OUTSOURCE PLAN CHECK FEES	Paid by Check #24148		12/20/2019	01/10/2020	01/10/2020		01/10/2020	1,045.00
		Vendor 1280 - Willdan Engineering Totals				Invoices	1		<u>\$1,045.00</u>
Vendor 338 - Xcelerate Fitness									
2020-00000345	96 - Gym Dues	Paid by Check #6183		01/09/2020	01/09/2020	01/09/2020		01/09/2020	59.07
		Vendor 338 - Xcelerate Fitness Totals				Invoices	1		<u>\$59.07</u>
Vendor 1067 - Yamabe & Horn Engineering Inc.									
43677	Y&H Well No 21 Prelim Eng Test Well	Paid by Check #24149		12/04/2019	01/10/2020	01/10/2020		01/10/2020	1,095.00
		Vendor 1067 - Yamabe & Horn Engineering Inc. Totals				Invoices	1		<u>\$1,095.00</u>
Vendor B & B CONSTRUCTION SERVICES									
2019-12CWM	CONSTRUCTION WATER METER REFUND	Paid by Check #24150		01/06/2020	01/10/2020	01/10/2020		01/10/2020	731.08
		Vendor B & B CONSTRUCTION SERVICES Totals				Invoices	1		<u>\$731.08</u>
Vendor Tulare County Health & Human Services									
Refund 19-1584	Ambulance overpayment	Paid by Check #24151		12/31/2019	01/10/2020	01/10/2020		01/10/2020	121.71
		Vendor Tulare County Health & Human Services Totals				Invoices	1		<u>\$121.71</u>
Vendor Tulare County Health & Human Services									
Refund 19-1285	Ambulance overpayment	Paid by Check #24152		12/31/2019	01/10/2020	01/10/2020		01/10/2020	121.71
		Vendor Tulare County Health & Human Services Totals				Invoices	1		<u>\$121.71</u>
		Grand Totals				Invoices	202		<u><u>\$549,811.73</u></u>



City Council Staff Report

Department: PUBLIC WORKS

January 14, 2020

To: Mayor and City Council

From: Ismael Hernandez, Public Works Director

By: Elva Patino, Fiscal Analyst II

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

RECOMMENDATION

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

EXECUTIVE SUMMARY

The Mitigation Fee Act (Government Code Section 66006 et. seq.) requires local agencies to submit an annual report detailing the status of development impact fees. The annual report must be made available to the public within 180 days after the close of the fiscal year, and must be presented to the City Council at least 15 days after it is made available to the public.

OUTSTANDING ISSUES

None.

DISCUSSION

With the passage of Proposition 13 in 1978 and the resulting decline in local government revenues, local government increasingly relies on impact fees in order to mitigate the impacts created by new development. Development impact fees are collected to finance the design, construction, and acquisition of facilities and equipment necessary to accommodate future development.

In response to the growing use of impact fees, the State Legislature passed AB 1600 in 1987, the California Mitigation Fee Act setting forth standards and procedures for how impact fees are imposed, collected and expended. The Mitigation Fee Act requires local government to segregate and place development impact fees collected

in special funds. Those funds are held to finance the construction of the specific facilities for which the fees were imposed. The Mitigation Fee act also requires local governments to prepare annual reports detailing the status of development impact fees until the funds collected are expended.

The Development Impact Fees Annual Report enclosed herein as Attachment 'A' provides information on the amount of developer impact fees collected and expended, and the interest earned on unexpended funds from July 1, 2018 through June 30, 2019.

The City of Dinuba has seven types of development impact fees they are:

Water System Development Fee:

Fund the water supply, treatment, and distribution facilities needed to provide potable domestic water to meet fire flow requirements for new development.

Sewer System Development Fee:

Fund the collection, treatment and wastewater disposal facilities required to provide sanitary sewer service to new development.

Transportation System Development Fee:

Fund transportation improvements that include arterial streets, intersections, and traffic signals to accommodate new development.

Fire Protection Impact Fee:

Fund the acquisition of land for fire facilities, upgrade existing facilities, and purchase vehicles and equipment to accommodate new development.

Parks Facilities Fees:

Fund the acquisition of land and development of new parks, expand or construct new recreational facilities, and purchase park amenities.

Storm Drain System Development fee:

Fund drainage facilities for flood control and water management to accommodate new development.

Police Protection Impact Fee:

Fund the acquisition of land for police facilities, and purchase vehicles and equipment to accommodate new development.

The annual report provides the public with the requisite information as to the status and use of impact fees collected for the fiscal year ending June 30, 2019 in compliance with the Mitigation Fee Act.

FISCAL IMPACT

There is no fiscal impact associated with the recommended action.

PUBLIC HEARING

A public hearing notice was published in the Dinuba Sentinel on December 5, 2019.

ATTACHMENTS:

Development Impact Fee Annual Report FY 18/19

**CITY OF DINUBA
DEVELOPMENT IMPACT FEE REPORT
FY 2018/19**

Water SDC Fund Fund 250		Actual 2018/19
Beginning Fund Balance 7/1/18		\$302,733
Revenues:		
Interest Earnings	5,156	
Developer Fees	340,985	<u>\$346,141</u>
Expenditures:		
Transfer Out - Water Debt	187,075	
		<u>\$187,075</u>
Ending Fund Balance		<u>\$461,799</u>

Transportation SDC Fund Fund 252		Actual 2018/19
Beginning Fund Balance 7/1/18		\$1,411,656
Revenues:		
Interest Earnings	22,263	
Developer Fees	442,878	<u>\$465,141</u>
Expenditures:		
Transfer Out - Financing Auth.	220,000	
Transfer Out - Lease Rev. Bond	141,958	
Tierra Vista Ph II	19,863	
		<u>\$381,821</u>
Ending Fund Balance		<u>\$1,494,976</u>

Sewer SDC Fund Fund 251		Actual 2018/19
Beginning Fund Balance 7/1/18		\$373,283
Revenues:		
Interest Earnings	8,696	
Developer Fees	443,635	<u>\$452,331</u>
Expenditures:		
Edwards/Hayes Lift Station	16,627	
Transfer Out - Debt Service	200,000	
WWRF		
		<u>\$216,627</u>
Ending Fund Balance		<u>608,987</u>

Fire Impact Fees Fund 321		Actual 2018/19
Beginning Fund Balance 7/1/18		\$214,530
Revenues:		
Interest Earnings	4,480	
Developer Fees	64,497	<u>\$68,977</u>
Expenditures:		
		0
		<u>\$0</u>
Ending Fund Balance		<u>\$283,507</u>

CITY OF DINUBA
DEVELOPMENT IMPACT FEE REPORT
FY 2018/19

Parks Fund Fund 123		
	Actual 2018/19	
Beginning Fund Balance 7/1/18	\$187,149	
Revenues:		
Interest Earnings	1,323	
Developer Fees	79,907	<u>\$81,230</u>
Expenditures:		
Viscaya Park Drone	1,844	
Design Viscaya Park	25,000	0
Entertainment Plaza Project	9,667	
		<u>\$36,511</u>
Ending Fund Balance	\$231,868	

Storm Drain Fund Fund 504		
	Actual 2018/19	
Beginning Fund Balance 7/1/18	\$391,165	
Revenues:		
Interest Earnings	7,063	
Developer Fees	60,995	
Sale of City Dirt	16,384	<u>\$84,442</u>
Expenditures:		
Ridge Creek Amphitheater Design	15,924	
Storm Drain Water Permit	4,316	
Storm Drain Master Plan	19,109	
Viscaya II Storm Drain	111,858	
AID Euclid Viscaya Project	491	
Saginaw Ave Storm Drain	7,322	<u>\$159,020</u>
Ending Fund Balance	\$316,587	

Police Fund Fund 253		
	Actual 2018/19	
Beginning Fund Balance 7/1/18	\$6,313	
Revenues:		
Interest Earnings	207	
Developer Fees	15,869	<u>\$16,076</u>
Expenditures:		
		<u>\$0</u>
Ending Fund Balance	\$22,389	



City Council Staff Report

Department: FIRE SERVICES

January 14, 2020

To: Mayor and City Council

From: Chad Thompson, Fire Chief

By: Sean Doyle, Battalion Chief

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

RECOMMENDATION

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

1. Approve Ordinance No. 2020-01 adopting the 2019 edition of the California Fire Code with local amendments, and
2. Schedule second reading and adoption of Ordinance No. 2020-01 for January 28, 2020.

EXECUTIVE SUMMARY

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

OUTSTANDING ISSUES

None.

DISCUSSION

Chapter 14.40 of the Dinuba Municipal Code (DMO) contains local amendments to

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

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

If approved tonight, the second reading and adoption of Ordinance No. 2020-01 will be scheduled for January 28, 2020. The ordinance will take effect 30-days from final adoption.

FISCAL IMPACT

None.

PUBLIC HEARING

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

ATTACHMENTS:

'A' Ordinance 2020-01

ORDINANCE NO 2020-01

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

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

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

14.40.010 Adoption of California Fire Code.

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

14.40.020 Copies on file. Remove/Delete from Ordinance

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

14.40.040 Permits. Remove/Delete from Ordinance

14.40.44 Automatic sprinkler system

Add/Amend CFC Section 903.1 Automatic Sprinklers

Section 903.1. Automatic Sprinklers.

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

[A] CHANGE OF OCCUPANCY. *A change in the use of a building or a portion of a building that results in any of the following:*

- 1. A change of occupancy classification.*
- 2. A change from one group to another group within an occupancy classification.*
- 3. Any change in use within a group for which there is a change in the application of the requirements of this code.*

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

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

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

EXCEPTIONS:

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

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

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

1. The fire area equals or exceeds 5,000 square feet (464 m²).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The fire area contains a multi-theater complex.

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

1. The fire area equals or exceeds 5,000 square feet (464 m²).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

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

1. The fire area equals or exceeds 5,000 square feet (464 m²).
2. The fire area has an occupant load of 300 or more.

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

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

1. The fire area equals or exceeds 5,000 square feet (464 m²)

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

1. Throughout all Group E fire area equal to or greater than 5,000 square feet (464 m²).
2. The Group E fire area is located on a floor other than a level of exit discharge serving such occupancies.

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

3. The Group E fire area has an occupant load of 300 or more.
4. *In rooms or areas with special hazards such as laboratories, vocational shops and other such areas where hazardous materials in quantities not exceeding the maximum allowable quantity are used or stored.*
5. *Throughout any Group E structure equal to or greater than 5,000 square feet (464 m²) in area, which contains more than one fire area, and which is separated into two or more buildings by fire walls of less than 4-hour fire-resistance rating without openings.*
6. *For public school state-funded construction projects see Section 903.2.19.*
7. *For public school campuses, Kindergarten through 12th grade, see Section 903.2.20*

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

1. A Group F-1 fire area equals or exceeds 5,000 square feet (464 m²).
2. A Group F-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group F-1 fire areas on all floors, including any mezzanines, equals or exceeds 5,000 square feet (464 m²).
4. A Group F-1 occupancy used for the manufacture of upholstered furniture or mattresses equals or exceeds 2,500 square feet (232 m²)

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

1. A Group M fire area equal or exceeds 5,000 square feet (464 m²).
2. A Group M fire area is located more than three stories above grade plane.
3. A group M occupancy used for display and sale of upholstered furniture or mattresses equals or exceeds 5,000 square feet (464 m²).

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

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

1. A Group S-1 fire area equals or exceeds 5,000 square feet (464 m²).
2. A Group S-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds 5,000 square feet (464 m²).
4. A Group S-1 fire area used for the storage of commercial trucks or buses where the fire area equals or exceeds 5,000 square feet (464 m²).
5. A Group S-1 occupancy used for the storage of upholstered furniture or mattresses equals or exceeds 2,500 square feet (232 m²).

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

1. Where the fire area equals or exceeds 5,000 square feet (464 m²)
2. Where the enclosed parking garage is located beneath other groups.

14.55.010 Open Burning

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

307.8 Open Burning

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

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

307.9 Violation – Penalty

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

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

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

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

Climatic Conditions:

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

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

Local Geological Conditions:

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

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

Local Climatic/Topographic Conditions:

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

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

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

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

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

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

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____,
Mayor of the City of Dinuba

ATTEST:

City Clerk



City Council Staff Report

Department: PUBLIC WORKS

January 14, 2020

To: Mayor and City Council

From: Ismael Hernandez, Public Works Director

By: George Avila, Business Manager

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

RECOMMENDATION

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

EXECUTIVE SUMMARY

The California Housing and Community Development (HCD) Department is expected to release a Notice of Funding Availability (NOFA) for the 2020 CDBG Program to fund capital improvement projects and housing programs. This round of funding includes an over-the-counter allocation that will provide funding on a first-come, first-serve basis for projects that are shovel-ready. Staff has prepared a list of projects and is seeking input from the City Council on the preferred project to be submitted for the 2020 CDGB Program.

OUTSTANDING ISSUES

None.

DISCUSSION

The Community Development Block Grant (CDBG) Program is funded by the US Department of Housing and Urban Development's (HUD) and administered in the state by the California Department of Housing and Community Development (HCD). The purpose of the program is provide federal grants to fund projects or activities aimed at eliminating blight or benefiting low and moderate income families.

The City of Dinuba qualifies for CDBG funds as a "non-entitlement" city, which means that the city is too small to receive an annual allocation but could apply directly to HCD for these funds. For the 2020 CDBG funding cycle, HCD made some changes to the program. One of the major changes is that HCD and HUD will be awarding funds based on projects that are "shovel-ready". Shovel-ready project means that all engineering design, right-of-way acquisition, and environmental review is completed and the project can start construction immediately following award of funds.

HUD and HCD made this change in order to ensure that projects receiving an award of CDBG funds are constructed. In the past, many of the projects awarded funds never materialized because the projects were not shovel-ready. Thus, California has ranked near the bottom in terms of expenditure of CDBG funds. HUD wants to award projects that are ready to be constructed so that funds can be expended.

Before a city applies for CDBG funds, HUD requires that a public hearing be held. This hearing is intended to provide an opportunity for the public to comment on potential CDBG projects/activities that they believe should be considered for the next round of funding and for future applications. In order to be considered eligible, a suggested project/activity must meet one or more of the three national objectives listed in CDBG federal statutes:

1. Benefit to low and moderate income persons; or
2. Prevention and elimination of slums and blight; or
3. Meet and urgent community need which poses an immediate threat to the health and welfare of the community (state designates when the "urgent need" objective is allowed)

The benefit to low and moderate income persons is the most predominately used national objective. In order to benefit low or moderate income persons, the project/activity must either benefit an area that is comprised of at least 51% low or moderate income households, or the program benefits individually qualified households.

HCD staff has advised that the maximum funding available per application for the 2020 CDBG Program will not exceed \$3,500,000 for community development projects and \$5,000,000 for economic development applications. For community development projects, a city may apply for a maximum of three categories as outlined below but the total request shall not exceed \$3,500,000.

- Public Improvements (maximum grant of \$3,500,000). Project must be located in and serve a predominantly residential area. Examples include water and sewer facilities, flood and drainage facilities, accessibility related street improvements (i.e., curb ramps), and utilities.
- Public Facility (maximum grant of \$3,500,000). Examples include acquisition, rehabilitation or new construction of buildings used for public purposes such as

training, health services, education, recreation, nutrition, shelter, day care, temporary housing and fire protection.

- Public Service (maximum grant of \$600,000), for up to two services. Examples include childcare, health care, recreation programs, fair housing counseling, drug and alcohol abuse counseling and testing, homeless services, senior services, and nutrition services benefitting low- and moderate-income persons.
- Planning and Technical Assistance (maximum grant of \$200,000) for one study. The product must show a connection to assisting with an eligible CDBG activity that, if implemented, meets a national objective. The grants require a five percent cash match to be expended prior to expenditure of CDBG funds. Examples include studies, analysis, data gathering, preparation of plans, and identification of action that will implement plans, NEPA and environmental plans. A 25% Cash Match is required for this item.
- Housing Programs (maximum grant of \$700,000)
 - Homeownership Assistance Program: assistance with down-payment or closing costs.
 - Housing Rehabilitation Program for Single Family Homes: include repairs and improvements of owner-occupied units
 - Housing Combo Program (Homeownership Assistance Program and Housing Rehabilitation Program for Single Family Homes)
 - Multi-Family (five or more units at a specific site) Housing Rental Rehabilitation Project (with or without acquisition): includes repairs and improvements of renter-occupied units for sites where the majority of the tenants qualify as low- or moderate-income households.
- Business Assistance or Microenterprise Assistance (maximum grant of \$500,000 for either Business Assistance or Microenterprise Assistance, or \$500,000 for both). Examples of Business Assistance include financing of working capital, furniture, equipment, and property repairs/improvements. Examples of Microenterprise include business training, financing of working capital, furniture, equipment, and property repairs/improvements.

Again, for a project to qualify for over-the-counter funding it must meet at least one of the following conditions:

1. Project is ready to bid – all designs are completed, environmental complete or ready to publish, bid documents complete.
2. Project is 30% designed, environmental started and needs additional funding to complete the design process.
3. Needs full funding to design and develop project.

This criteria presents a unique opportunity for the city to submit a priority project with a high probability of being awarded funding on a non-competitive basis. Staff has identified a list of potential projects including, but not limited, to:

1. North Dinuba Infrastructure Improvements Project (Griggs Neighborhood)
2. KC Vista Park Phase II Improvement Project
3. E. El Monte Way Commercial Corridor Improvement Project
4. Downtown Dinuba Complete Streets Project
5. Kern Street Phase II Storm Drain Improvement Project
6. Dinuba Sportsplex Improvement Project
7. Rose Anne Vuich Park Improvement Project
8. Viscaya Neighborhood Park Phase I Improvement Project
9. Entertainment Plaza Improvement Project
10. Kamm Avenue Improvement Project
11. Parks Maintenance Corporation Yard
12. Fire Station No. 2

Staff evaluated the listed projects based on City Council priorities, community impact, cost, urgency and readiness, and is recommending that the North Dinuba Infrastructure Improvements Project (Griggs Neighborhood) be selected for the 2020 CDBG program. The Griggs Neighborhood was annexed into the city with an understanding that the area needed significant infrastructure improvements such as, but not limited, to sewer, storm drain, street, curb, gutter, sidewalk and street lights.

Staff is confident that all the necessary design, right-of-way and environmental work required to make this project "shovel-ready" can be completed by the anticipated application deadline in February 2020.

Although staff recommends that the North Dinuba Infrastructure Improvements Project be selected for the 2020 CDBG Program, the City Council may chose any of the identified projects or introduce other potential projects for consideration based on public input. The critical factor is that the project selected must not exceed \$3.5 million and the project must be shovel-ready by February 2020.

FISCAL IMPACT

The costs for engineering design, environmental approval processing, and right of way acquisition will be funded with local operating funds and development impact fees.

PUBLIC HEARING

An announcement was published in the Mid-Valley Times on December 26, 2019.



City Council Staff Report

Department: CITY MANAGER'S OFFICE

January 14, 2020

To: Mayor and City Council
From: Luis Patlan, City Manager
Subject: Strategic Goals Update for 2019 (LP)

RECOMMENDATION

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

EXECUTIVE SUMMARY

The Strategic Goals Update for 2019 is submitted for the Council's review. City staff has worked diligently across all departments to implement and achieve the goals and objectives set forth by the City Council.

OUTSTANDING ISSUES

None.

DISCUSSION

The City Council adopted three year goals in April 2015. The Council subsequently updated the strategic goals in May of 2019. As part of the update, the Council reaffirmed the existing goals and added one new goal related to economic development. A summary of the goals setting workshop is attached hereto as Attachment 'A'.

The strategic goals are aligned with the budgeting process to ensure that the City's budget reflects City Council and community priorities. The Strategic Goals Update for 2019 is enclosed herein as Attachment 'B' lists each goal along with objectives, strategies, responsible staff and status of implementation.

As reflected in the report, 2019 was a very productive year as much progress has been made in achieving many of the goals and objectives set forth by the City Council. Some highlights for 2019 include, but not limited, to the following:

Key Accomplishments (2019)

- \$3.0 million grant for the Kern Street Storm Drain Project
- \$1.9 million in new IGT reimbursements for emergency services
- \$1.7 million in Prop. 1B grant to prepare water remediation feasibility study
- \$1.6 million in HSIP grant to install traffic safety measures city-wide
- \$1.0 million state appropriation for construction of Well #21
- Completion of the extension of Randle Avenue improving connectivity to Mercantile Row Center
- Completion of the Alta/El Monte Way Median Landscape Project
- Completion of the Roosevelt Paseo
- Completion of the Kamm/Green Bulb-out Project
- New housing developments: Ridge Creek Estates Phase 3 & 4, Autumn Gate Phase 2 & 3, Sierra Apartments
- New commercial/office projects approved: Urgent Care Clinic, Orthodontist Office, Turning Point Clinic
- Lease of Vocational Center to DUSD for their adult training programs
- Purchased new ambulances with \$161,000 in funds donated by Alta Healthcare District
- Completion of the Viscaya Neighborhood Park Design & Prop. 68 grant application submitted
- Over 3,078 linear feet of new sidewalk and 2497 linear feet of sidewalks replaced by PW staff
- Repaired decorative traffic circles and crosswalks in the downtown
- Implemented new pavement management system to guide ongoing road maintenance
- Authorized the purchase of 3 patrol cars, 3 detective vehicles and 2 K-9 units
- Replaced Mobile Data Terminals (MDTs) in all patrol vehicles
- Backfilled all vacant positions in the Fire Department
- Backfilled all vacant positions in the Police Department
- Successfully relocated annual fireworks show to Ridge Creek Golf Course

Staff has and continues to do a tremendous job working together as a team on achieving the strategic goals and supporting objectives. They deserve much of the credit for helping to improve the community's quality of life. Although some goals make take longer to start or complete, staff is committed to ensuring that these goals are given priority.

Lastly, the City Council has provided the leadership, direction and support necessary for staff to carry out its mission in support of the goals.

Looking Ahead

As we look toward 2020 and beyond, there are several major issues that we will need to focus on. These include, but are not limited, to:

- Ongoing threat to internet sales tax revenue
- Potential for economic downturn (US economy experiencing longest expansion in history)

- General Plan Update focused on development around the new high school
- Major capital projects: Kern Street Storm Drain Project, Griggs Neighborhood Improvements. College Avenue Rail Crossing Improvements, Atla/Nebraska Roundabout
- Preparation of the Parks & Recreation Master Plan
- Ridge Creek Golf Course management contract extension
- Revisit development of the second fire station
- Preliminary planning for new city hall downtown
- Plan for upgrades to the Wastewater Treatment Plant
- Evaluate organizational capacity to handle ongoing growth to ensure adequate service levels

City staff will continue to work together as a team in an effort to address these and other issues as well as remain committed to providing the public with the highest level of service.

FISCAL IMPACT

PUBLIC HEARING

ATTACHMENTS:

- A. City Council Goal Setting Summary - May 2019
- B. Strategic Goals Update (2019)

Attachment 'A'

City Council Strategic Goals Workshop May 13, 2019

Introductions and session facilitated by Dr. Jackie Ryle

HIGHLIGHTS

City Manager Luis Patlan gave a summary overview of highlights from the past year:

- Retiring the 1.9 million dollar General Fund deficit, anticipating ending this fiscal year in the black. Impacts of that deficit included reduction of staffing levels and backfilling some safety positions, resulting in some catching up to be done
- Continuing housing development which reflects good sign of strength; added housing requires concomitant service, necessitating balance in investment and return
- Marquis Homes Subdivision revival; the project has been assumed by a new developer and is moving forward; remaining five eyesore lots have been acquired
- New businesses and business owners downtown; Bowling and Pizza
- Vocational center listed to Dinuba Unified School District; in discussions with Reedley College, Fresno City College, UC Merced, for expanding the facility
- United Health Centers broke ground for new clinic
- Invested in a number of capital projects, including streets, school safety, traffic round-about, street trees, sidewalks, beautification; need for equipment resulted in purchase or lease of 13 new trucks; working on vehicle replacement program for the Police Department; pathway to connect Roosevelt High School; close to \$5 million in grants; and EMS Emergency Grant; ambulance fund is up; additional firefighter staff; Alta Health Care District grant to purchase ambulance
- Proposed amendment to tax structure failed; Best Buy warehouse distribution center with on-line sales tax will locate here, with 55% on-line sales tax to the City; proposed assembly bill to do the same thing as the defeated bill has been introduced; represents a threat
- Organizationally; appointed Public Works Director, as well as Assistant City Manager and Building Inspector; new position
- Good community engagement; use of social media; getting current and correct information; good example was the West Nile rumor; held several community outreach meetings; staff doing a great job making sure that the public stays informed

He concluded the overview by noting he has spent 32 years in four different communities, citing the great staff team here. He stated in the last two and a half years, there have been more "thank you(s)" than complaints from the community, which is a direct result of the team valuing the highest level of service.

COUNCIL'S REFLECTION

Council was asked about their thoughts on the City's Strengths, Challenges, Opportunities and Threats as factors in continuing the annual planning process.

STRENGTHS

- First responders; Fire, Police, Ambulance; the staff of those operations
- Highly responsible City staff
- Parks Department service, even with limited staffing
- Outside interest in the core of our City
- Communication at City Hall; gets answers to questions
- Community partnerships; Chamber of Commerce, schools, etc.
- Unified vision and goals of the Council
- Vision, planning for the future which consider impact
- Listen and support for business growth; finding a way to get it done
- Younger demographic opportunity for upward mobility
- Land available for all uses
- Prepared and open for business
- Good infrastructure for growth; water, waste disposal
- Traffic pattern fosters growth; transportation network
- Organizational prudence
- Strong community support for public safety
- The golf course
- 37 churches, with one ministerial association

CHALLENGES

- Median income for the area
- High paying jobs
- Growing revenue
- Finding funds for improvements
- Backup/contingency plan for possible loss of on-line revenue
- PERS; unfunded liabilities
- Health care; insurance
- Retaining good Fire and Police staff
- Brain drain
- Improve community perception; inside and outside; place making; branding; destination gateway; resting spot
- Filling vacant commercial center (eastside)
- More business to attract people
- Maintain service levels as City grows; infrastructure and services
- Expand; upgrade wastewater treatment plant
- Sufficient water capacity; use of grey water, water quality
- Northern Alta Improvement (Griggs Neighborhood)
- Homeless population

OPPORTUNITIES

- Retain/strengthen partnerships with school district
- Recruit new businesses into our community; into high school area; retail
- Hotel on the golf course
- New high school
- All levels of housing; affordable, mid- upper-levels, condos
- Revitalize downtown area and east side
- Plan for New City Hall downtown
- Availability of land for industrial development
- Grant opportunities

THREATS

- Homeless population
- State mandates and rules; State and federal legislation; choice in energy
- Loss of internet tax
- Poor perception if we do not manage things well
- Economic downturn; interest rates; increasing costs

STATUS OF THE FIVE GENERAL THREE YEAR GOALS ADOPTED IN 2015

Council was given a brief general overview of current status of 2015 goals; indication for moving forward.

GOAL ONE: FISCAL HEALTH OF THE COMMUNITY

STATUS: In good place; balanced budget; strongest in five years; closed \$1.9 million deficit; have \$3.2 million healthy reserve

MOVING FORWARD:

- Look at new revenue sources
- Develop contingency plan in the event of loss of sales tax revenue
- Incentivizing development
- Managing costs; balance to manage and grow

GOAL TWO: QUALITY OF LIFE & NEIGHBORHOOD IMPROVEMENTS

STATUS: Many achievements in neighborhood improvement, as reflected in materials

MOVING FORWARD:

- Pilot projects stimulate more; tree planting; safe route from High School
- Facade improvement downtown

GOAL THREE: CAPITAL PROJECTS

STATUS: Ongoing focus on highest priority projects

MOVING FORWARD:

- E. El Monte widening completion
- College Avenue railroad crossing improvements; hope to start this summer
- Of 26, 16 items completed, 8 in progress, only two not yet started

GOAL FOUR: MAINTAIN ORGANIZATIONAL CAPACITY

STATUS: Continue in all respects

MOVING FORWARD:

- Continue to assess to assure have needed resources to take on new commitments
- Maintain high levels of service
- Retain outstanding employees; salaries and benefits
- Maintain service levels
- Technology plays key role
- Add electronic voting system

GOAL FIVE: COMMUNITY ENGAGEMENT

STATUS: Good relationships with community partners; continuously support community events; staff reaches out; proactive social media engages community

MOVING FORWARD: Form/strengthen partnerships with non-profits and community groups

- Conduct needs assessment; know our target audience

GOAL SIX: ECONOMIC DEVELOPMENT (NEW)

STATUS: for strategic growth and services to accommodate; embodies community pride in a clean, attractive community through community enhancement and beautification

MOVING FORWARD:

- Industrial retail recruitment
- Incentivizing development
- Strategic relationships to support (e.g. County departments, utilities)
- Ridge Creek amphitheater and related amenities (hotel)
- City focus on core business of the City; and support efforts for entrepreneurship and small business through partnerships (incubator, micro-loan, etc.)

NEXT STEPS:

- Incorporate information into updated Strategic Goals
- Implementation process
- Process for on-going reports to keep Council informed

City of Dinuba

Strategic Goals Update (2019)

City Council:

Kuldip Thusu, Mayor
Armando Longoria, Vice Mayor
Linda Launer, Council Member
Emilio Morales, Council Member
Maribel Reynosa, Council Member

Staff:

Luis Patlan, City Manager
Daniel James, Assistant City Manager
Margarita Moreno, Administrative Services Director
Devon Popovich, Police Chief
Chad Thompson, Fire Chief
Stephanie Hurtado, Parks & Community Services Director
Ismael Hernandez, Public Works Director
Linda Barkley, City Clerk

Executive Summary

The City Council held a strategic goal setting workshop on May 13, 2019 to review, modify and add to existing goals. The Council reaffirmed several existing goals and added one new goal related to economic development focused on business expansion, attraction, and retention. Although the City has always focused on economic development, the Council decided to add this as a separate goal for the 2019-2022 period.

These goals cover six primary areas, as follows:

Goal #1: Fiscal Health of the Community

Goal #2: Quality of Life and Neighborhood Improvements

Goal #3: Capital Projects and Delivery

Goal #4: Maintaining Organizational Capacity

Goal #5: Community Engagement

Goal#6 (New): Economic Development

This report provides a comprehensive overview of the progress made toward implementing the goals, objectives and strategies developed by the City Council. As detailed in this report, city staff was able to make significant progress in achieving the Council's goals. Although some goals make take longer to start or complete, staff is committed to ensuring that these goals are given priority.

The City Council provided the leadership, direction and support necessary for staff to carry out its mission in support of the goals. A detailed summary of the goals, objectives, strategies and status is provided in Exhibit 'A'.

Highlighted below are some key accomplishment during 2019:

Goal #1: Fiscal Health of the Community

- Adopted a balanced for FY 19/20 budget
- Maintained general fund reserves of \$2.8 million
- \$5.0 million budgeted for capital projects for streets, parks and public facilities
- Sewer and water enterprise funds in the black
- Refinanced 2007 bonds and saved the City \$37,000 per year for a total savings of \$696,000.
- City awarded over \$10.0 million in grants for a variety of capital projects
- City received an additional \$1,918,834 in Intergovernmental Transfer Funds (IGT) from state as reimbursement for ambulance services
- New developments approved: UHC Medical Clinic, Urgent Care Clinic, Orthodontist Clinic, and Turning Point Clinic
- New housing developments approved: Ridge Creek Ranch Estates Phase 3 & 4, Sierra Village Apartments, and Autumn Gate Phase 3 & 4
- Actively lobbied against AB 531 prohibiting sales tax sharing agreements with e-commerce retail businesses (Governor vetoed bill)
- City received the GFOA Annual Budget Award for FY 18/19

Goal #2: Quality of Life and Neighborhood Improvements

- Installed new solar street lights at W. Saginaw and Lyndsay Way
- PW crews continue painting downtown Anaheim lights black
- Ongoing efforts by the Homeless Outreach Team to support homeless population
- Repaired decorative traffic circles and pedestrian crossings in the downtown
- Prepared and adopted the 2019-2024 Transit Development Plan
- Expanding programs and activities at the Senior Center
- Awarded grant for installation of fitness equipment at KC Park
- Working closely with Ridge Creek to expand community events at the golf course
- Comprehensive updated of the Sign Ordinance

Goal #3: Capital Projects

- Completion of the Roosevelt Paseo improving connectivity to school and neighborhood
- Completion of sidewalks at Vuich Park in partnership with C-Set
- Completion of Kamm and Green Bulb-out project
- Completion of Randle Avenue extension project
- Completion of Pamela Avenue reconstruction
- Completion of Alta/El Monte Way Median Landscape Project
- Improvements to Entertainment Plaza raised planters and splash pad
- Awarded \$3.0 million CDGB grant for the Kern Street Storm Drain Project
- Awarded \$1.6 million HSIP grant to install striping city-wide and other safety measures
- Awarded \$1.7 million in Prop. 1B grant to prepare water reclamation study at WWTP
- Awarded \$1.0 million through Senator Hurtado's office for Well #21
- Re-roof of Fire Station and Police Department (including County court)
- Repaired decorative traffic circles and pedestrian crossing in the downtown
- Completed Alta/El Monte traffic synchronization project
- City-wide traffic signage replacement project
- Edward Hayes Sanitary Sewer Lift Station Improvements

Goal #4: Maintain Organizational Capacity

- Appointed Daniel James as Assistant City Manager
- Reduced positions due to budget deficit and working on realigning job activities for greater efficiency
- Reclassified Rolando as Building Permit Technician and Crystal Flores as Planning Technician
- Parks & Community Services hired a part-time Clerical Assistant I to assist at the Senior Center
- Parks & Community Services backfilled vacant Sports Coordinator position
- Filled all vacant positions in the Fire Department
- Several employees in Public Works completed work-related certifications and degrees
- Public Works Supervisor obtained arborist certification
- Fire Department implement Drone Program to improve fire and emergency capacity
- Budgeted for the replacement of three patrol cars, three detective vehicles and two K-9 units
- Replaced all Mobile Data Terminals (MDTs) in all police patrol vehicles
- Budgeted for replacement of all major serve infrastructure
- Joined membership in the Homeland Security MS-ISAC Advisory Group related to IT system security

- Implemented Pavement Management System

Goal #5: Community Engagement

- Multiple community outreach meetings held for the Viscaya Neighborhood Park design
- Multiple community outreach meetings held for the Transit Development Plan
- Fire Department hosted interns as part of the DHS Med Pathway Program
- Public Works hosted interns as part of the DHS Engineering Pathway Program
- Dinuba PD held 52 Community Oriented Policing activities
- Ongoing implementation of social media strategy with improved responsiveness to community issues
- Active participation in the Chamber of Commerce Government Affairs Committee
- Two city employees completed the LNTC training
- Ongoing support for community programs & activities such as Summer Night Lights, Independence Day Celebration, Cinco de Mayo, Raisin Day, and Cruise Night and Car Show
- Participation in visits from Korean dignitaries

Goal #6: Economic Development

- Attended the ICSC Retailers Conference in Las Vegas, Nevada
- DUSD opened Vocational Center for adult training programs downtown
- Orbit Lanes Pizzeria and Bowling re-opened in the downtown
- Met with developers on potential commercial and residential development
- Ed Dena opened Borderline Classics car sales and storage in the downtown
- NY Pizza and Grill opened in the Red Rock Plaza Center
- Staff working with new owner of the Mercantile Row Shopping Center
- Awarded \$160,000 grant to update the General Plan with a focus on development around the new high school
- Created #DinubaEats as part of city's social media strategy to promote local restaurants
- Worked with city's lobbyist to oppose AB 531 prohibiting sales tax sharing agreements with online retailers (Governor vetoed bill)

Looking Ahead (2019-2020)

As we look at the remainder of 2019 and beyond, there are several major issues that we will need to focus on. These include, but are not limited, to:

- Ongoing threat of shifting on-line sales tax revenues and potential impact on general fund
- Potential economic downturn (US economy experiencing longest expansion in history)
- General Plan Update with a focus on land uses around new high school
- Preparation of Parks & Recreation Master Plan
- Major capital projects: Kern Street Storm Drain Project, Griggs Neighborhood Improvements, College Avenue Rail Crossing Improvements, Alta/Nebraska Roundabout, Police Parking Lot Expansion
- Revisit construction of second fire station
- Planning for critical infrastructure improvements to support ongoing growth
- Begin Civic Square Conceptual Design in the downtown
- Ongoing recruitment of businesses

City staff will continue to work together as a team in an effort to address these and other issues as well as remain committed to providing the public with the highest level of service.

Exhibit 'A'

City of Dinuba Annual Report on Strategic Goals (2018-2019)

Goal 1: Fiscal Health of Community

Objective	Strategy	Assigned to	Status			Comment
			Not Started	In Progress	Completed	
A. Ensure the city has the resources to provide core services to the community	1. Balance expenditures with revenues	City Manager			✓	Presented balanced budget for FY 2019-2020.
	2. Preserve internet sales tax revenues	City Manager		✓		a. Part of coalition of cities lobbying to preserve online sales tax revenues b. Prepare fiscal impact and contingency plan in case city loses online sales tax revenues
	3. Maintain healthy General Fund reserves	City Manager Finance			✓	General Reserves at \$2.8 million for FY 2019-2020 (down from \$3.5 million due to one-time settlement of \$700k)
	4. Enhance revenues by seeking grants and other new sources of revenues	City Manager			✓	a. City awarded over \$10 million in grants for various projects
	5. Dispose of surplus real property to fund needed projects	City Manager		✓		Identify property that can be sold and use proceeds to fund needed projects
	6. Ongoing participation in IGT reimbursements for emergency medical services	Fire & Finance			✓	City has received \$1.9 million in IGT funds in 2019
	7. Support/Oppose legislation impacting local revenues and service levels	All			✓	a. Supported passage of AB 1705 which locked in IGT funding for ambulance reimbursements. b. Supported passage of SB 438 which allows local fire departments to dispatch with private contractors.
B. Encourage new housing	8. Support new housing developments	City Manager		✓		a. 168 new single family housing units completed b. 391 single family units under construction c. 68 unit market rate apartment project approved

Goal 2: Quality of Life and Neighborhood Improvements

Objective	Strategy	Assigned to	Status			Comment
			Not Started	In Progress	Completed	
A. <i>Plan and develop a suitable venue to honor and memorialize fallen staff and citizenry</i>	1. Identify and appropriate location and/or venue for recognizing fallen public safety personnel	Police & Fire		✓		Council selected preferred site, conceptual plan and cost estimate prepared. Funding TBD.
	1. Create a local Homeless Outreach Team	City Manager			✓	Homeless Outreach Team created and coordinating efforts with Kings-Tulare Homeless Alliance, DUSD, Tulare Health Dept.
	2. Explore supportive housing or low barrier shelter	City Manager		✓		Working with SHE to set aside 5 apartments in the Sierra Village for permanent supportive housing.
B. <i>Work with allied agencies on homelessness</i>	3. Support local service organizations	City Manager			✓	City donated \$10k to Open Gate Ministries in 2019 to fund needed improvements to their facility
	1. Implement traffic calming measures	PW		✓		City awarded \$1.6 M HSIP grant to implement traffic safety improvements. Project to start in 2020.
	2. Enhance radar enforcement by placing radar trailer in high speeding areas, and evaluate purchasing and installing radar speed sign in high speed areas	Police			✓	DPD purchased new speed radar system in 2020.
C. <i>Develop a community-wide traffic safety awareness campaign with appropriate enforcement measures</i>	3. Public safety training for emergencies and terror attacks	Police & Fire			✓	Emergency Operations Plan updated on 2/13/18. DPD active shooter training conducted on April 29 at Washington school.
	1. Enforcement of ongoing public nuisance	Public Works		✓		Code Enforcement focused on all major public nuisances. Noise ordinance updated.
	1. Seek funding for the Kern Street Storm Drain Project to mitigate flooding	Public Works Engineering			✓	City awarded \$3.0 M for the project. Work expected to begin in Summer 2020.
D. <i>Active Code Enforcement</i>	2. Implement Downtown surveillance program			✓		Install surveillance cameras in strategic locations downtown.
	3. Explore mixed use development with housing and retail/office	City Manager	✓			Evaluate possible reuse of old PW Corporation Yard as possible MF housing development.
	4. Plan for new City Hall downtown	City Manager	✓			Budget funds to prepare Civic Center Square Conceptual Plan in FY 2020/21.
	5. Enhance security downtown	City Manager Police		✓		Working with Chamber and PD on surveillance cameras as additional lighting downtown

Goal 2: Quality of Life and Neighborhood Improvements (Cont'd)

Objective	Strategy	Assigned to	Status			Comment
			Not Started	In Progress	Completed	
	6. Beautification Projects	Public Works		✓		a. Repaired decorative traffic circles and pedestrian crossings b. being painted black c. Looking into "Art on Walls" throughout downtown
	7. Prepare downtown streetscape plan to update hardscape, street furniture, lighting and landscaping	City Manager	✓			Staff to prepare scope of work and solicit costs to prepare streetscape plan in FY 19/20. Funding TBD.
F. Engage community groups in beautification projects	1. Promote the Adopt-a-Planter Program for the downtown	Parks & Community Services		✓		Program implemented. Three planters adopted
	2. Explore creation of an adopt-a-roadway program	Public Works	✓			Staff to look into liability and format for such a program.
G. Improve existing parks and facilities plan for new park space	1. Expansion of Roosevelt Park baseball fields	Parks & Community Services	✓			City to acquire property as funding is available.
	2. Expansion & upgrade of Vuich Park	Parks & Community Services	✓			a. City to acquire more property as funding is available b. C-Set installed sidewalks around Vuich Park
	3. Develop Viscaya Neighborhood Park	Parks & Community Services		✓		a. Conceptual design completed b. \$7.0M Prop. 68 grant submitted on Aug. 2, 2019
	4. Roosevelt Paseo between Viscaya and Euclid	Parks & Community Services			✓	Project completed.
	5. Cooling & heating at Sportsplex	Parks & Community Services	✓			Cost of cooling Sportsplex is estimated to be \$1.0 M. Staff exploring funding options.
	6. Update Parks Master Plan	Parks & Community Services		✓		Staff to select consultant and complete plan in 2020.
	7. Redesign of Entertainment Plaza	Parks & Community Services	✓			Prepare design and costs for a new band stage and other improvements.
	8. New restrooms at Entertainment Plaza	Parks & Community Services	✓			Location, design, cost and funding TBD.
	9. Pavilion at Vuich Park	Parks & Community Services		✓		Staff working with LNTC and DHS construction class on design and build of pavilion in the fall of 2020.
	10. Outdoor Adult Fitness Park at KC Park	Parks & Community Services		✓		Staff received funding from Alta Health Care District and CPRS for fitness equipment at KC Park

Goal 2: Quality of Life and Neighborhood Improvements (Cont'd)

Objective	Strategy	Assigned to	Status			Comment
			Not Started	In Progress	Completed	
<i>H. Community Beautification</i>	1. Identify community beautification projects	Parks & Public Works		✓		a. Prepare conceptual plan for triangle on Alta and Tulare b. New sign and landscape at entrance of Ridge Creek c. Continue landscape on south side of W. El Monte from golf course to Road 56
	2. Median Landscape project along Alta and El Monte Way	City Manager			✓	Project completed. City awarded \$412,000 to fund project.
	3. Develop landscape design guidelines for all new projects	Planning		✓		Guidelines in progress and should be completed in September 2020.
<i>I. Community Programs</i>	1. Independence Day Celebration at Ridge Creek Golf Course	Parks & Community Services			✓	Fireworks show relocated to golf course in 2019. Event was a success with record attendance.
	1. Explore ideas for new events and expand existing events	Parks & Community Services		✓		Staff will evaluate all events and explore new events.

Goal 3: Capital Projects and Delivery

Objective	Strategy	Assigned to	Status			Comment
			Not Started	In-Progress	Completed	
A. <i>Develop and adopt a balanced capital improvement program</i>	1. Alta/Nebraska Roundabout	Public Works Engineering		✓		Design completed and right-of-acquisition in progress. City awarded \$1.5 M in CMAQ funds for the project.
	2. College Avenue Rail Crossing Improvements	Public Works Engineering		✓		City awarded \$1.6 M for rail crossing improvements. Project to be started in fall of 2020.
	3. Work with TCAG on a funding for a Complete Streets Study	Public Works			✓	Complete Streets Study completed in 2019.
	4. Seek grant funds for street and infrastructure projects	Public Works			✓	Over \$10.0 M in grants awarded in 2019 for various projects.
	5. Kamm/Green Bulb-out Project	Public Works			✓	Project completed.
	6. Railroad crossing at Saginaw (Viscaya to Englehart)	Public Works	✓			Design, cost and funding TBD.
	7. Raised median in Kamm Avenue (Alta to College)	Public Works	✓			Include project in list of capital projects. Funding TBD.
	8. Griggs neighborhood improvements	Public Works Engineering		✓		Project in design. City to apply for CDGG grant in 2020.
	9. Fire Station No. 2	Fire		✓		Staff to evaluate budget to completed design in 2020.
	10. Wastewater Reclamation Facility Upgrade & Expansion	Public Works		✓		Staff evaluating new clarifier and biolac system. Design, cost and funding TBD.
	11. New Parks Maintenance Yard at Vuich Park	Parks & Community Services	✓			Budget for design in FY 2020/2021.
	12. Implement pavement management system for street maintenance	Public Works & Engineering			✓	Staff completed and implementing pavement management system beginning with FY 19/20.
	13. New Well No. 21	Public Works		✓		City awarded \$1.0 million from the state. Test well to be completed in 2020. City needs an additional \$1.4 for the project.
	14. Kern Street Storm Drain	Public Works		✓		City awarded \$3.0 million CDGB grant for Phase I of the project. Construction to start summer of 2020.
	15. Annual expenditure of SB 1 gas tax revenues	Public Works			✓	Completed Dig Out projects at various locations including repaving of Pamela Lane.

Goal 4: Maintaining organizational capacity for service delivery and goal accomplishment

Objective	Strategy	Assigned to	Status			Comment
			Not Started	In Progress	Completed	
A. Provide adequate staffing for all new facilities before they come on line	1. Fire Station No. 2 - Evaluate staffing needs and funding capacity	Fire/Finance		✓		Fire station design on hold due to loss of public safety tax revenue. Completion of design to be evaluated in 2020.
	2. Provide adequate staffing at Senior Center	Parks & Community Services			✓	Part-time clerk hired to assist at the Senior Center.
B. Evaluate staffing in all departments to ensure adequate service levels	1. Staffing in public safety	City Manager Finance		✓		a. All vacant positions backfilled in the Fire and Police Department. b. Police down four positions that remain frozen in FY 2018-19.
	2. Staffing in Parks & Community Services	Parks & Community Services		✓		Evaluate parks maintenance staffing needs.
	3. Staffing in Planning and Development	Public Works			✓	Reclassified two employees from accountant positions to Permit and Planning Technicians in FY 2019-2020.
	4. Prepare long-term succession plan	City Manager		✓		Working with departments on evaluating impending retirements and staffing succession.
	5. Support ongoing staff training and certification	All		✓		Several staff in PW and Parks completed work-related training and certifications.
C. Maintain employee compensation within 5% of the top comparator cities	1. Evaluate current salaries with comparator cities	Human Resources		✓		Plan to budget for update of salary survey in FY 2020/21.
D. Evaluate and update use of technology to improve organizational efficiency	1. Invest in replacing critical IT systems	Finance/IT			✓	Replaced all major servers city-wide to improve IT systems.
	2. Create replacement program for workstations	Finance/IT		✓		Staff working on city-wide workstation replacement program.
	3. Upgrade mobile data terminals in all patrol cars	Finance/IT			✓	Replaced 23 MDTs in all DPD patrol cars.
E. Evaluate and replace vehicles & equipment	4. Prepare vehicle replacement program for all city vehicles & equipment	Finance			✓	a. Purchase 3 patrol cars, 8 detective vehicles and 2 K-9 units b. Replaced MDTs in all patrol cars c. Replace radio equipment in all patrol cars d. Purchase new hydrovac truck for PW
F. Update ordinances as needed	5. Amend or update ordinances as needed	All			✓	Updated sign ordinance and vicious animal ordinance.

Goal 5: Community Engagement

Objective	Strategy	Assigned to	Status			Comment
			Not Started	In Progress	Completed	
A. <i>Employ social media as a medium to connect with the community</i>	1. Actively use social media to inform, promote and engage the community	Assistant City Manager		✓		City's social media platforms are now the primary source of reaching the community.
B. <i>Periodic update of the City's website</i>	2. Keep content of City website current and relevant	IT Services		✓		Update content and make necessary changes as needed.
C. <i>Solicit input from the community of specific projects</i>	3. Viscaya Neighborhood Park Design	Parks & Community Services			✓	City held several five outreach meetings for the Viscaya Neighborhood Park design.
	4. 2019-2024 Transit Development Plan	Public Works			✓	Staff held multiple community outreach meetings and surveys for the development of the TDP.
D. <i>Provide support and partner with local service groups</i>	1. Attend Government Affairs Committee meetings	City Manager			✓	Staff attends regular GAC meetings and is working with the group on downtown issues.
	2. Encourage employee participation in the LNTC class	All			✓	Two employees graduated from the 2018/29 LNTC class and two employees enrolled in 2020 class.
	3. FD participation in DUSD Med Pathway Program	Fire			✓	FD hosted interns and personnel sit on advisory board
	4. PW participation in DUSD Engineering & Construction Pathway Program	Public Works			✓	PW hosted interns and personnel sit on advisory board
	5. Korean Delegation	All			✓	Staff and Council participated in welcoming Korean dignitaries.
E. <i>Public safety community outreach</i>	6. DPD Community Oriented Policing Activities	Police Department			✓	DPD held 52 Community Oriented Policing events in 2019.
F. <i>Community Events</i>	1. Support and expand community events	Parks & Community Services		✓		Ongoing support for community programs & activities such as Summer Night Lights, Independence Day Celebration, Cinco de Mayo, Raisin Day, and Cruise Night and Car Show

Goal 6: Economic Development

Objective	Strategy	Assigned to	Status			Comment
			Not Started	In Progress	Completed	
A. <i>Market community to prospective businesses</i>	1. Focus on business expansion, attraction and retention	City Manager		✓		Staff and Council attended ICSC in Las Vegas in May 2019. Shared information about development opportunities in Dinuba.
B. <i>Partner with Tulare EDC for marketing of industrial property</i>	2. Respond to leads from the EDC and the State office of Go-Biz	City Manager		✓		Staff works with Tulare EDC on submittal of certified industrial sites in response to leads generated by the State.
C. <i>Evaluate development impacts of new high school</i>	3. Update General Plan land uses around new high school	Planning		✓		GP updated to be completed in 2020 using \$160K in state Prop. 1B grant funds.
D. <i>Prepare demographic, gap analysis and trade area information</i>	2. Retain consultant to update key data annually	City Manager			✓	Retail Coach updated demographics, gap analysis and identified trade area.
E. <i>Attract new developments</i>	3. Market the community to prospective developers	City Manager		✓		New businesses: a. Orbit Lanes Pizzeria b. DUSD Vocational Center c. NY Pizza & Grill d. UHC Clinic e. Borderline Classics
F. <i>Facilitate completion of new developments</i>	4. Fast-track review of new projects and expedite development	Planning		✓		Ensure approved projects are processed in a timely manner.
G. <i>Implement East Side Land Use Master Plan</i>	5. Encourage new tenants to the Mercantile Row Shopping Center and new developments around center			✓		Working on implementation of the strategic plan including annexation of property around center.



City Council Staff Report

Department: CITY MANAGER'S OFFICE

January 14, 2020

To: Mayor and City Council

From: Linda Barkley

Subject: Conference with Labor Negotiators (MM)

RECOMMENDATION

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

EXECUTIVE SUMMARY

None.

OUTSTANDING ISSUES

None.

DISCUSSION

None.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.



City Council Staff Report

Department: CITY MANAGER'S OFFICE

January 14, 2020

To: Mayor and City Council

From: Daniel James, Assistant City Manager

Subject: Conference With Real Property Negotiators (DJ)

RECOMMENDATION

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

Under Negotiation: Terms of sale.

EXECUTIVE SUMMARY

OUTSTANDING ISSUES

DISCUSSION

FISCAL IMPACT

PUBLIC HEARING