CITY OF DINUBA
Together, A Better Community
CALIFORNIA • 1906

CITY COUNCIL
REGULAR MEETING
(Teleconferenced)

October 27, 2020
MINUTES

COUNCIL MEMBERS PRESENT:

Reynosa, Launer, Thusu, Longoria, Morales

COUNCIL MEMBERS ABSENT:

None.

STAFF MEMBERS PRESENT:

Barkley, James, Jenner, Hernandez, Hurtado, Moreno, Patlan, Popovich, Thompson; Others Present: Attorney Jesse Maddox of LCW

1. OPENING CEREMONIES

1.1. Welcome and Roll Call

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

1.2. Invocation

None.

1.3. Pledge of Allegiance

Attorney Jesse Maddox led the flag salute.

2. AGENDA CHANGES OR DELETIONS

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

None.

3. REQUEST TO ADDRESS COUNCIL - Pursuant to Governor Newsom's Executive Order N-25-20, the meeting will be held via teleconference. Information will be provided on the City's website at dinuba.org under the Meeting Agendas tab. Those wishing to correspond with the City Council, may do so at info@dinuba.ca.gov by 5:00 pm on the day of the meeting. Please submit comments concerning public hearing items via the same email address.

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

Resolution No. 2020-66 Authorization to Approve Final Map for Autumn Gate Phase III (JW)

RECOMMENDATION

Council adopt Resolution Number 2020-66 approving the Final Map for the Autumn Gate Phase III (i.e. Vista Robles Phase III) subdivision consisting of 40 residential lots and authorize City staff to record said map.

4.2. SUBJECT

Resolution No. 2020-56 Authorization to Enter Into Agreement for Acquisition of New Golf Carts and Lawn Maintenance Equipment (MM)

RECOMMENDATION

Council to adopt Resolution No. 2020-56 approving the Lease Agreement with PNC Equipment Finance for the acquisition of new golf carts and lawn maintenance equipment.

4.3. SUBJECT

City Council Meeting Minutes, October 13, 2020 (LB)

RECOMMENDATION

Council to review and approve meeting minutes of October 13, 2020, as presented.

4.4. SUBJECT

Consultant Services Contract with Site LogIQ for Energy Audit and Management Services (DJ)

RECOMMENDATION

Council approve a three-year (3) consultant services contract with Site LogIQ, in the amount not-to-exceed $13,973 and authorize the City Manager or designee to execute the agreement.

4.5. SUBJECT

Ordinance No.2020-04 Second Reading and Adoption (IH)

RECOMMENDATION

Council conduct the second reading, waive reading in full, and adopt Ordinance 2020- 04 pertaining to a zone change for nine parcels (and portions of parcels) along the north side of E. El Monte Way between the existing city boundary on the west and Road 92 on the east.

Council Members Longoria and Morales were present at the teleconferenced meeting but experienced technical sound difficulties and could not make an audible vote.
A motion was made by Council Member Launer, second by Council Member Reynosa, to approve the consent calendar as presented.

Ayes: Launer, Reynosa, Thusu

5. WARRANT REGISTER

5.1. SUBJECT

Warrant Register October 16 & 23, 2020 (MM)

RECOMMENDATION

Council to review and approve the warrant register as presented.

Council Members Longoria and Morales were present at the teleconferenced meeting but experienced technical sound difficulties and could not make an audible vote.
A motion was made by Council Member Launer, second by Council Member Reynosa, to approve the warrant register as presented.

Ayes: Launer, Reynosa, Thusu

6. PUBLIC HEARING

6.1. SUBJECT

Ordinance No. 2020-03 Amending the Dinuba Municipal Code Relating to the Public Safety Commission, Introduction and First Reading, Waive Reading in Full (DP)

RECOMMENDATION

For the City Council to conduct a public hearing and take the following action by one motion:

1. Introduce by title only, first reading waive reading in full, Ordinance 2020-03, amending Municipal Code Chapter 2.34, Sections 2.34.100, 2.34.110, and 2.34.120 relating to the Public Safety Commission.

2. Schedule a second reading and adoption of Ordinance No. 2020-03 for November 10, 2020.

Chief Popovich presented the information to the City Council for consideration.

Council Members Longoria and Morales were present at the teleconferenced meeting but experienced technical sound difficulties and could not make an audible vote.

A motion was made by Council Member Launer, second by Council Member Reynosa, to approve the introduction and first reading of Ordinance 2020-03, waived reading in full, amending Municipal Code Chapter 2.34, Sections 2.34.100, 2.34.110, and 2.34.120 relating to the Public Safety Commission; and, schedule a second reading and adoption of Ordinance 2020-03 for November 10, 2020.

Ayes: Launer, Reynosa, Thusu

7. MAYOR/COUNCIL REPORTS

Mayor Thusu noted that the next Tulare County EDC meeting will be held tomorrow. He expressed his gratitude to well wishers during a period of ill health.

8. CITY MANAGER COMMUNICATIONS

None.

9. CITY STAFF COMMUNICATIONS

Community Services Director Hurtado shared that the annual Fall Harvest Fling will be held this Saturday. Staff is working with the County's Health and Human Services to put on a safe event.

Chief Thompson reported that the firefighters remain busy. The department welcomed two new paramedics on Monday.

10. ADJOURNMENT

Mayor Thusu adjourned the meeting at 6:57 pm.

CITY OF DINUBA
Together, A Better Community
CALIFORNIA • 1906

City Council Staff Report

Department: ENGINEER/PLANNING | October 27, 2020

To: Mayor and City Council

From: Jason Watts, City Engineer

By: George Avila, Business Manager

Subject: Resolution No. 2020-66 Authorization to Approve Final Map for Autumn Gate Phase III (JW)

RECOMMENDATION

Council adopt Resolution Number 2020-66 approving the Final Map for the Autumn Gate Phase III (i.e. Vista Robles Phase III) subdivision consisting of 40 residential lots and authorize City staff to record said map.

EXECUTIVE SUMMARY

San Joaquin Valley (SJV) Homes is developing the Autumn Gate Subdivision, also known as Vista Robles, located on the north side of Nebraska Avenue between Viscaya Parkway and Euclid Avenue. The vesting tentative map for the subdivision consists of a total of 138 lots. The developer is constructing the development in phases; phase III consists of 40 lots. In order for the developer to be able to sell homes in phase III, the final map must first be approved by the City Council and the map must be recorded with the County. The developer is also required, as a condition of approval, to enter into a Subdivision Development Agreement with the City. The Subdivision Development Agreement details will come to City Council for acceptance at a future date.

OUTSTANDING ISSUES

None.

DISCUSSION

On March 28, 2006, the City approved a vesting tentative subdivision map for the Autumn Gate Subdivision consisting of 138 lots located on the north side of Nebraska Avenue between Viscaya Parkway and Euclid Avenue. The project never developed due to the housing market crash and the economic recession.

The Autumn Gate Subdivision was purchased by SJV Homes, a Visalia-based homebuilder. SJV has completed several projects in Dinuba totaling over 180 homes. SJV is developing Autumn Gate in phases. Phase I consisted of 59 lots on 18.42 acres. Phase II consists of 40 lots on 10.87 acres. Phase III consists of 40 lots on 10.66 acres and the final map is included within the attached Resolution No. 2020-66 enclosed herein as Attachment 'A'. Upon review by the City Engineer the final map conforms to the approved tentative tract map and City and State standards. It is recommended that the final map be recorded with the Tulare County Recorder's Office.

As a condition of all subdivisions, the developer is required to enter into a Subdivision Development Agreement with the City of Dinuba. The Subdivision Development Agreement is currently being reviewed and will be brought to the City Council at a future date.

Acceptance of the phase III Autumn Gate Subdivision map completes the previously accepted vesting tentative subdivision map, which was approved on March 28, 2006. SJV homes has thanked staff for their great experience with the City, and plans on constructing another subdivision in the near future.

FISCAL IMPACT

The City will receive approximately $16,100 per unit for all impact fees and approximately $2,000 for building permit and development fees for each residential unit. These fees will be collected with the issuance of each building permit. Final map and plan check and inspection fees will be collected at the time the Final map is recorded with the Tulare County Recorder's Office.

PUBLIC HEARING

None.

ATTACHMENTS:

A. Resolution No. 2020-66

RESOLUTION 2020-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA ADOPTING THE AUTUMN GATE SUBDIVISION PHASE III ON BEHALF OF THE CITY OF DINUBA

WHEREAS, at a meeting held on October 27, 2020, the Dinuba City Council considered Final Map Application for Autumn Gate Subdivision Phase III. The application submitted by Presidio JJR Robles 138, LLC, a Delaware Limited Liability Company (Owner/Applicant): seeks approval of a Final Tract Map, to subdivide an existing 10.66-acre parcel into 40 single-family residential lots, and offers to dedicate public rights-of-way and public utility easements shown on said Final Tract Map; and

WHEREAS, the Planning Commission adopted Resolution No. 847 on March 7, 2006, and the City Council adopted Resolution No. 2006-21 on March 28, 2006, approving the Tentative Subdivision Map proposal to subdivide approximately 39.76 acres into 138 single family lots; and

WHEREAS, City Council has concluded that approval of this project will not result in adverse environmental effects as these have been adequately addressed and no further environmental documentation is required; and

WHEREAS, City Council did upon due consideration make all mandatory findings as prescribed in Chapter 16 of the Dinuba Municipal Code and State Subdivision Act, as stated in the staff report; and

WHEREAS, the proposal is consistent with the goals of the Dinuba General Plan and is considered by the Dinuba Planning Commission and Staff to be in compliance with the Dinuba Zoning Ordinance; and

WHEREAS, The City Council considered the staff report and all testimony presented for the Project and was of the opinion that the Final Tract Map for the Autumn Gate Subdivision Phase III should be approved as submitted; and

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

1. Adopt Resolution No. 2020-66 approving the Final Subdivision Map for Autumn Gate Subdivision Phase III.

2. Accept all dedications and authorize the recordation of the Final Map with the Tulare County Recorder's Office.

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-twenty.

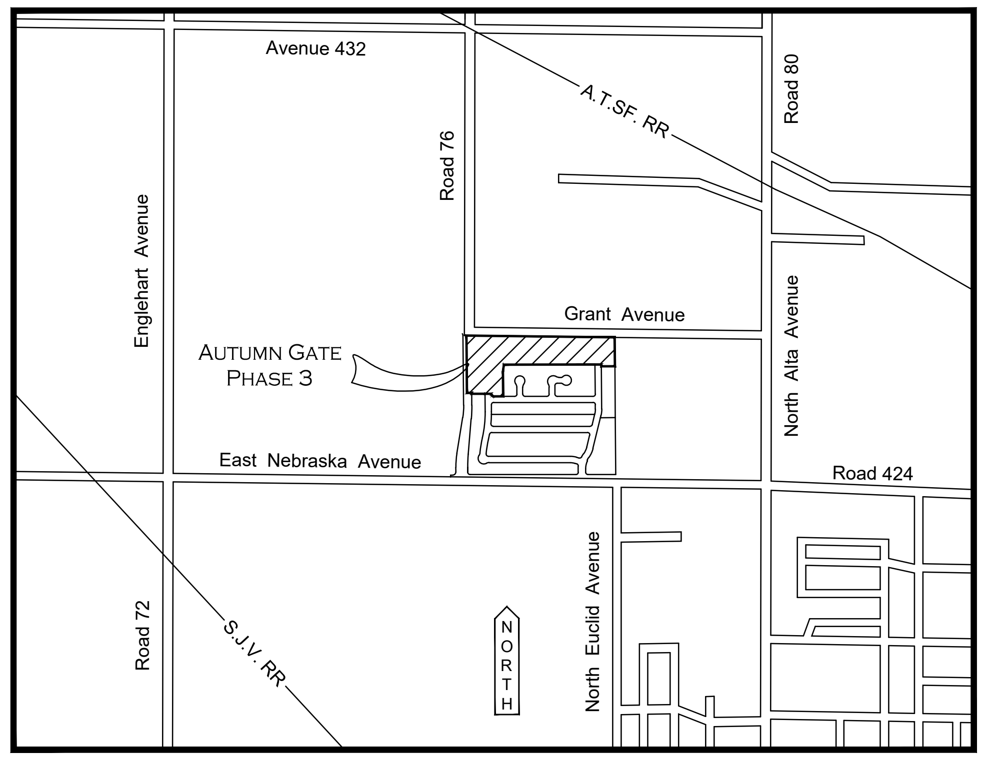
PASSED AND ADOPTED this ___ day of _______________, 20_____ by the following vote:

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

____
Mayor

ATTEST:

____
Linda Barkley, City Clerk



Vicinity map
Not to scale

RECORD TITLE INTEREST STATEMENT

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

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

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

BY: ______________________________
JOSEPH A. LEAL, ITS PRESIDENT

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF ______________________________)

ON ____________________ BEFORE ME, ______________________________________ NOTARY PUBLIC,
(INSERT NAME AND TITLE OF THE OFFICER)

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

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

WITNESS MY HAND.

PRINT NAME ______________________________

SIGNATURE ______________________________

MY COMMISSION EXPIRES: ____________________________ COUNTY OF: ____________________________

COMMISSION NUMBER: ____________________________

THIS PROPERTY IS SUBJECT TO THE FOLLOWING:

1. AN EASEMENT GRANTED TO THE PACIFIC GAS AND ELECTRIC COMPANY FOR PUBLIC UTILITIES RECORDED JULY 11, 1940 IN BOOK 905 AT PAGE 179 OF OFFICIAL RECORDS OF TULARE COUNTY.
2. AN EASEMENT RESERVED BY THE 76 LAND AND WATER COMPANY FOR THE CONSTRUCTION AND MAINTENANCE OF AN IRRIGATION DITCH 25 FEET IN WIDTH RECORDED OCTOBER 29, 1904 IN BOOK 125 OF DEEDS PAGE 37 TULARE COUNTY RECORDS.
3. A SUBDIVISION AGREEMENT FOR THE FINAL MAP OF AUTUMN GATE SUBDIVISION PHASE 3 OF VESTING TENTATIVE TRACT MAP AUTUMN GATE RECORDED ________________, 2020 AS DOCUMENT NO. 2019 - ________________, OFFICIAL RECORDS TULARE COUNTY.

CITY SURVEYOR'S STATEMENT

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

______________________________ DATE:____________________
DAVID HORN LS 8204
CITY SURVEYOR

FINAL MAP OF

AUTUMN GATE SUBDIVISION

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

LEGAL DESCRIPTION

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

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

LOTS 15 AND 16 OF THE MAP OF BELLA VISTA COLONY, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 2 OF MAPS, AT PAGE 93, TULARE COUNTY RECORDS, IN THE CITY OF DINUBA, COUNTY OF TULARE, STATE OF CALIFORNIA.

EXCEPTING THEREFROM PARCEL A OF LOT LINE ADJUSTMENT NO. 2018-13, RECORDED OCTOBER 26, 2018 AS DOCUMENT NO.2018-0061553 OF OFFICIAL RECORDS TULARE COUNTY.

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

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 16, ALSO BEING THE SOUTH QUARTER CORNER OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL UNITED STATES GOVERNMENT TOWNSHIP PLAT THEREOF, ALSO BEING THE SOUTHWEST CORNER OF THE AUTUMN GATE SUBDIVISION PHASE I, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 44 OF MAPS, AT PAGE 27, TULARE COUNTY RECORDS; THENCE NORTH 00° 31' 51" WEST, ALONG THE WEST LINE OF AUTUMN GATE SUBDIVISION PHASE I, A DISTANCE OF 749.10 FEET; THENCE NORTH 89° 28' 09" EAST, ALONG THE NORTH LINE OF AUTUMN GATE SUBDIVISION PHASE I, A DISTANCE OF 159.00 FEET; THENCE NORTH 00° 31' 51" WEST, ALONG THE NORTH LINE OF AUTUMN GATE SUBDIVISION PHASE I, A DISTANCE OF 8.75 FEET; THENCE NORTH 89° 28' 09" EAST, ALONG THE NORTH LINE OF AUTUMN GATE SUBDIVISION PHASE I, A DISTANCE OF 56.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST WITH A RADIAL BEARING OF SOUTH 89° 28' 09" WEST, AND HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHEASTERLY, ALONG LAST SAID CURVE AND ALONG THE NORTH LINE OF AUTUMN GATE SUBDIVISION PHASE I, THROUGH A CENTRAL ANGLE OF 89° 28' 09", AN ARC DISTANCE OF 31.23 FEET; THENCE SOUTH 90° 00' 00" EAST, ALONG THE NORTH LINE OF AUTUMN GATE SUBDIVISION PHASE I, A DISTANCE OF 0.89 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 84.30 FEET; THENCE NORTH 00° 31' 51" WEST, A DISTANCE OF 221.00 FEET; THENCE NORTH 08° 00' 31" EAST, A DISTANCE OF 59.99 FEET; THENCE NORTH 89° 56' 36" EAST, A DISTANCE OF 806.00 FEET; THENCE NORTH 00° 27' 05" WEST, A DISTANCE OF 85.14 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHWEST, AND HAVING A RADIUS OF 20.00 FEET; THENCE NORTHWESTERLY, ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF 89° 36' 19", AN ARC DISTANCE OF 31.28 FEET; THENCE SOUTH 89° 56' 36" WEST, A DISTANCE OF 5.28 FEET; THENCE NORTH 00° 27' 05" WEST, A DISTANCE OF 56.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST WITH A RADIAL BEARING OF SOUTH 00° 03' 24" EAST, AND HAVING A RADIUS OF 20.00 FEET; THENCE NORTHEASTERLY, ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF 90° 23' 41"; AN ARC DISTANCE OF 31.55 FEET; THENCE NORTH 00° 27' 05" WEST, A DISTANCE OF 65.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHWEST, AND HAVING A RADIUS OF 20.00 FEET; THENCE NORTHWESTERLY, ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF 89° 36' 19", AN ARC DISTANCE OF 31.28 FEET; THENCE NORTH 00° 03' 24" WEST, A DISTANCE OF 15.00 FEET TO A LINE PARALLEL WITH AND OFFSET 20.00 FEET SOUTH FROM THE NORTHERLY LINE OF SAID LOT 15; THENCE NORTH 89° 56' 36" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 106.00 FEET; THENCE SOUTH 00° 03' 24" EAST, A DISTANCE OF 15.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST WITH A RADIAL BEARING OF NORTH 00° 03' 24" WEST, AND HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHWESTERLY, ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF 90° 23' 41", AN ARC DISTANCE OF 31.55 FEET; THENCE SOUTH 00° 27' 05" EAST, A DISTANCE OF 112.69 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHWEST, AND HAVING RADIUS OF 20.00 FEET; THENCE SOUTHERLY, ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF 28° 57' 18", AN ARC DISTANCE OF 10.11 FEET TO A POINT OF COMPOUND CURVATURE AND THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST WITH A RADIAL BEARING OF NORTH 61° 29' 47" WEST, AND HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHERLY, ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF 28° 57' 18", AN ARC DISTANCE OF 10.11 FEET; THENCE SOUTH 00° 27' 05" EAST, A DISTANCE OF 130.00 FEET; THENCE NORTH 89° 32' 55" EAST, A DISTANCE OF 120.00 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 15; THENCE SOUTH 00° 27' 05" EAST, ALONG THE EAST LINE OF SAID LOT 15, A DISTANCE OF 455.00 FEET TO THE NORTHEAST CORNER OF SAID AUTUMN GATE SUBDIVISION PHASE I; THENCE SOUTH 89° 32' 55" WEST, ALONG THE NORTH LINE OF AUTUMN GATE SUBDIVISION PHASE I, A DISTANCE OF 132.27 FEET; THENCE NORTH 13° 37' 51" EAST, ALONG THE NORTH LINE OF AUTUMN GATE SUBDIVISION PHASE I, A DISTANCE OF 22.28 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE WEST, AND HAVING A RADIUS OF 228.00 FEET; THENCE NORTHERLY, ALONG LAST SAID CURVE AND THE NORTH LINE OF AUTUMN GATE SUBDIVISION PHASE I, THROUGH A CENTRAL ANGLE OF 05° 06' 40", AN ARC DISTANCE OF 20.34 FEET; THENCE NORTH 77° 31' 55" WEST, ALONG THE NORTH LINE OF AUTUMN GATE SUBDIVISION PHASE I, A DISTANCE OF 56.18 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE WEST WITH A RADIAL BEARING OF SOUTH 82° 46' 07" EAST, AND HAVING A RADIUS OF 172.00 FEET; THENCE SOUTHERLY, ALONG LAST SAID CURVE AND THE NORTH LINE OF AUTUMN GATE SUBDIVISION PHASE I, THROUGH A CENTRAL ANGLE OF 06° 23' 59", AN ARC DISTANCE OF 19.21 FEET; THENCE SOUTH 13° 37' 51" WEST, ALONG THE NORTH LINE OF AUTUMN GATE SUBDIVISION PHASE I, A DISTANCE OF 5.96 FEET; THENCE SOUTH 90° 00' 00" WEST, ALONG THE NORTH LINE OF AUTUMN GATE SUBDIVISION PHASE I, A DISTANCE OF 912.96 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE WEST WITH A RADIAL BEARING OF SOUTH 89° 14' 03" EAST, AND HAVING A RADIUS OF 1056.00 FEET; THENCE NORTHERLY, ALONG LAST SAID CURVE AND THE NORTH LINE OF AUTUMN GATE SUBDIVISION PHASE I, THROUGH A CENTRAL ANGLE OF 01° 17' 48", AN ARC DISTANCE OF 23.90 FEET; THENCE NORTH 00° 31' 51" WEST, ALONG THE NORTH LINE OF AUTUMN GATE SUBDIVISION PHASE I, A DISTANCE OF 60.92 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, AND HAVING A RADIUS OF 20.00 FEET; THENCE NORTHEASTERLY, ALONG LAST SAID CURVE AND THE NORTH LINE OF AUTUMN GATE SUBDIVISION PHASE I, THROUGH A CENTRAL ANGLE OF 90° 31' 51", AN ARC DISTANCE OF 31.60 FEET; THENCE NORTH 00° 00' 00" WEST, ALONG THE NORTH LINE OF AUTUMN GATE SUBDIVISION PHASE I, A DISTANCE OF 56.00 FEET TO THE **POINT OF BEGINNING.**

LICENSED LAND SURVEYOR
DANIEL J. ZOLDAK
LIC. NO. 9279
Exp. ________
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

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

______________________________ DATE:____________________
JASON WATTS PE 85594
CITY ENGINEER

RIGHT TO FARM

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

SOILS ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT THE SOILS REPORT WAS PREPARED BY ME IN AUGUST, 2006, IN ACCORDANCE WITH THE PROVISIONS OF STATE AND LOCAL STATUTES.

______________________________ DATE:____________________
DAVID S. SEE R.C.E 44940/ R.G.E 2225

SURVEYOR'S STATEMENT

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

______________________________ DATE:____________________
DANIEL J. ZOLDAK PLS 9279

CITY PLANNING COMMISSION'S CERTIFICATE

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

______________________________ DATE:____________________
KARL SCHOETTLER

CITY CLERK'S CERTIFICATE

THIS IS TO CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL FOR THE CITY OF DINUBA HELD ON THE __________ DAY OF ______________________________, 2020, AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED APPROVING THIS MAP AND SUBDIVISION, AND ACCEPTING ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENTS, ALL PARCELS OF LAND AND EASEMENTS OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION.

THIS __________ DAY OF ______________________________, 2020.

BY: ______________________________
LINDA BARKLEY, CMC
CITY CLERK

BOARD OF SUPERVISOR'S STATEMENT

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

DATE THIS ____________ DAY OF ______________________________, 2020.

JASON T. BRITT
COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS

BY: ______________________________
DEPUTY CLERK

RECORDER'S STATEMENT

DOCUMENT NO. ______________________________
FEE PAID $ ____________________

FILED THIS _____ DAY OF ______________________________, 2020, AT ______.M. IN VOLUME _________

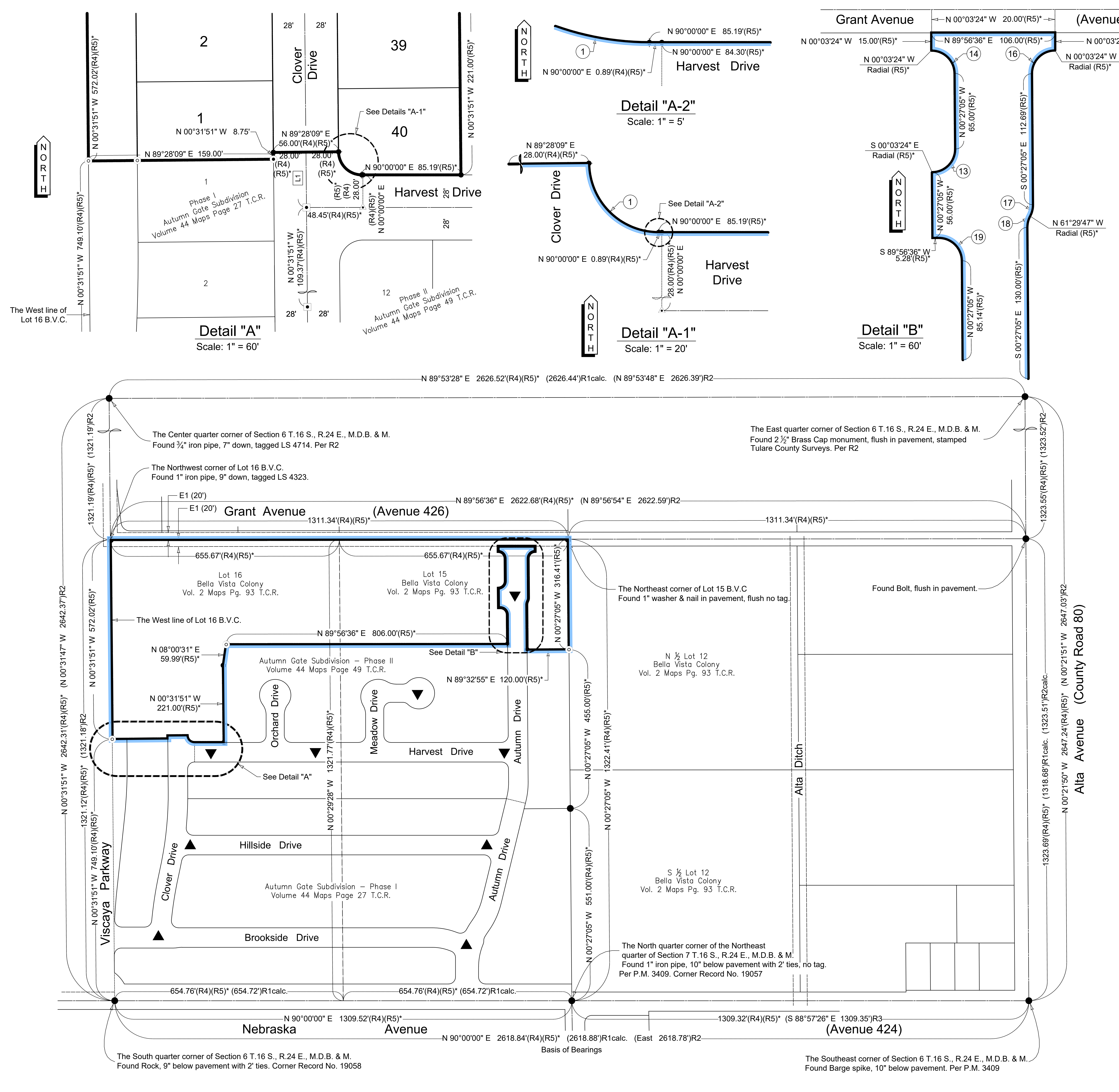
OF MAPS AT PAGE ______ , AT THE REQUEST OF CHICAGO TITLE COMPANY.

ROLAND P. HILL
TULARE COUNTY ASSESSOR / CLERK-RECORDER

BY: ______________________________
DEPUTY RECORDER

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

18100.00



FINAL MAP OF

AUTUMN GATE SUBDIVISION

PHASE 3 OF VESTING TENTATIVE TRACT MAP AUTUMN GATE
IN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 16 SOUTH,
RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN
IN THE CITY OF DINUBA - COUNTY OF TULARE - STATE OF CALIFORNIA
SURVEYED AND PLATTED IN AUGUST 2006
BY LARS ANDERSEN & ASSOCIATES, INC.

CONSISTING OF THREE SHEETS SHEET 2 OF 3

Basis of Bearings

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

Legend

- Monument found & accepted as noted.
- Found 3/4" x 30" iron pipe, up 1" in 6" diameter x 18" concrete, down 8" with tag PLS 9279 or as otherwise noted.
- Found 2" iron pipe in Monument well with 2" Brass disk stamped PLS 9279, unless otherwise noted.
- Set 3/4" x 30" iron pipe, up 1" in 6" diameter x 18" concrete, down 8" with tag PLS 9279 or as otherwise noted.
- Set City of Dinuba Standard Survey Monument P-21 (2" x 24" iron pipe with 2" Brass disk stamped PLS 9279, in Monument well, flush in pavement or as noted.

( )R1 Record data per Bella Vista Colony - Volume 2 of Maps, Page 93, T.C.R.

( )R2 Record data per Record of Survey - Book 15 of Licensed Surveys, Page 75, T.C.R.

( )R3 Record data per Parcel Map No. 4205 - Book 43 of Parcel Maps, Page 9, T.C.R.

(R4) Record data per Autumn Gate Subdivision - Phase I - Volume 44 of Maps, Page 27, T.C.R.

(R5) Record data per Autumn Gate Subdivision - Phase II - Volume 44 of Maps, Page 49, T.C.R.

* Measured data matches record data

B.V.C. Indicates Bella Vista Colony - Volume 2 of Maps, Page 93, T.C.R.

T.C.R. Indicates Tulare County Records.

6 Indicates Curve Data reference.

The Blue Border indicates the limits of the Subdivision.

▲ Indicates Easement dedication for Public Road purposes per Autumn Gate Subdivision - Phase I Volume 44 of Maps, Page 27, T.C.R.

▼ Indicates Easement dedication for Public Road purposes per Autumn Gate Subdivision - Phase II Volume 44 of Maps, Page 49, T.C.R.

Notes

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

Easement Notes

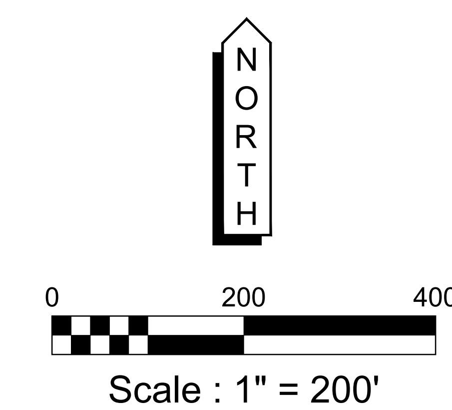
E1 An Easement granted to the County of Tulare for Road Right of Way purposes per the Map of Bella Vista Colony recorded January 11, 1902 in Volume 2 of Maps at Page 93, Tulare County Records.

Curve Data

No.	Radius	Delta	Length	Tangent	Record
1	20.00'	89°28'09"	31.23'	19.82'	(R4)(R5)*
13	20.00'	90°23'41"	31.55'	20.14'	(R4)(R5)*
14	20.00'	89°36'19"	31.28'	19.86'	(R4)(R5)*
16	20.00'	90°23'41"	31.55'	20.14'	(R4)(R5)*
17	20.00'	28°57'18"	10.11'	5.16'	(R4)(R5)*
18	20.00'	28°57'18"	10.11'	5.16'	(R4)(R5)*
19	20.00'	89°36'19"	31.28'	19.86'	(R4)(R5)*

Line Data

No.	Bearing	Length	Record
L1	N 00°31'51" W	47.56'	(R4)(R5)*



1st 10.03.19
18100.00
FmapPhase3.dwg

FINAL MAP OF
AUTUMN GATE SUBDIVISION

PHASE 3 OF VESTING TENTATIVE TRACT MAP AUTUMN GATE
IN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 16 SOUTH,
RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN
IN THE CITY OF DINUBA - COUNTY OF TULARE - STATE OF CALIFORNIA
SURVEYED AND PLATTED IN AUGUST 2006
BY LARS ANDERSEN & ASSOCIATES, INC.
CONSISTING OF THREE SHEETS SHEET 3 OF 3

Curve Data

No.	Radius	Delta	Length	Tangent	Record
1	20.00'	89°28'09"	31.23'	19.82'	(R4)(R5)*
4	278.00'	04°25'08"	21.44'	10.73'	
5	278.00'	07°44'27"	37.56'	18.81'	
6	278.00'	12°09'35"	59.00'	29.61'	
7	50.00'	26°19'21"	22.97'	11.69'	
8	50.00'	08°17'42"	7.24'	3.63'	
9	50.00'	62°39'52"	54.69'	30.44'	
10	50.00'	60°00'00"	52.36'	28.87'	
11	50.00'	130°57'34"	114.29'	109.61'	

Curve Data

No.	Radius	Delta	Length	Tangent	Record
12	50.00'	26°19'21"	22.97'	11.69'	
13	20.00'	90°23'41"	31.55'	20.14'	(R4)(R5)*
14	20.00'	89°36'19"	31.28'	19.86'	(R4)(R5)*
15	30.00'	90°28'27"	47.37'	30.25'	
16	20.00'	90°23'41"	31.55'	20.14'	(R4)(R5)*
17	20.00'	28°57'18"	10.11'	5.16'	(R4)(R5)*
18	20.00'	28°57'18"	10.11'	5.16'	(R4)(R5)*
19	20.00'	89°36'19"	31.28'	19.86'	(R4)(R5)*
20	20.00'	78°18'52"	27.34'	16.29'	
21	222.00'	12°09'35"	47.11'	23.65'	
22	250.00'	12°09'35"	53.06'	26.63'	

Basis of Bearings

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

Notes

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

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

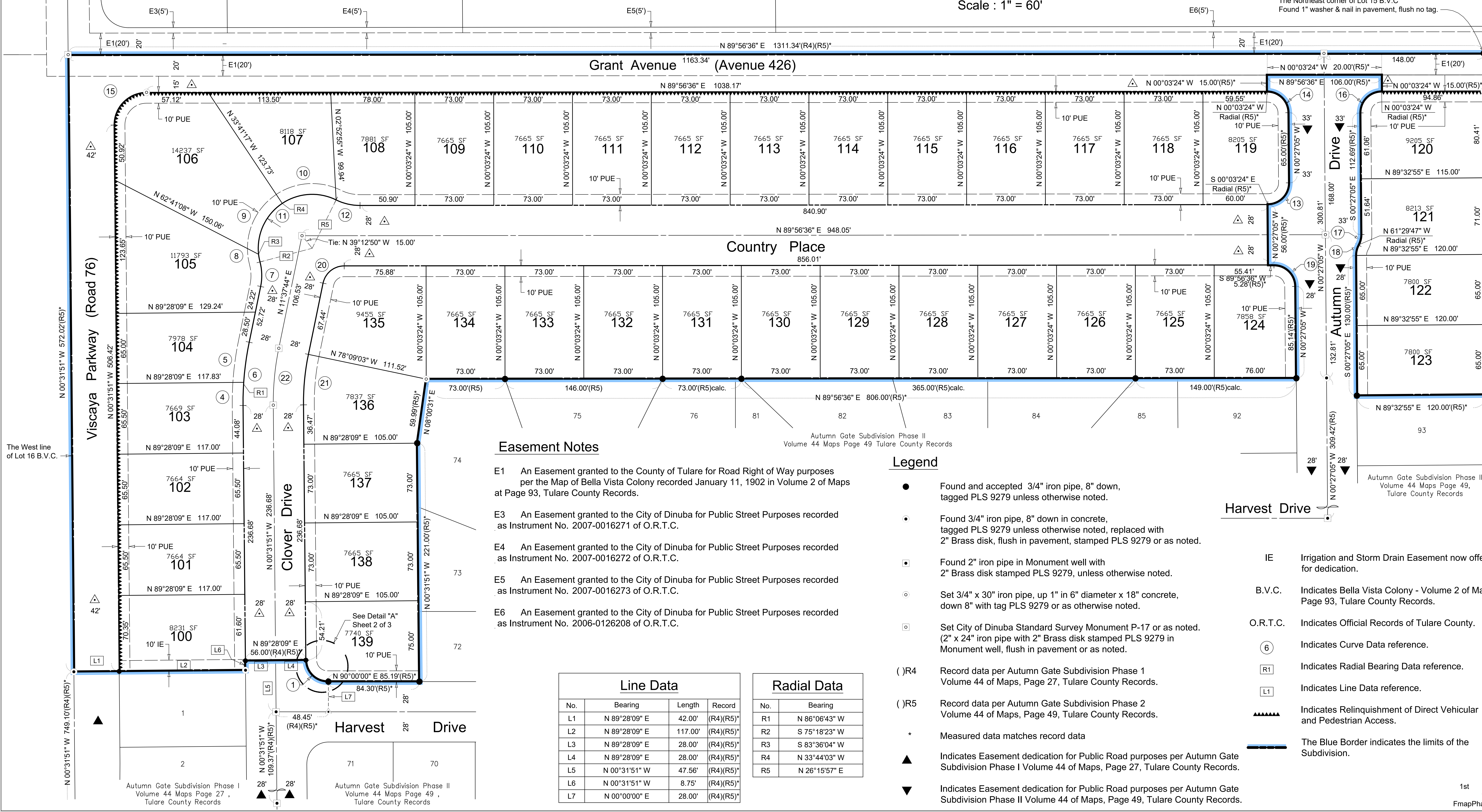
PUE Public Utility Easement now offered for dedication for public use

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

NORTH

0 60 120

Scale : 1" = 60'



Easement Notes

E1 An Easement granted to the County of Tulare for Road Right of Way purposes per the Map of Bella Vista Colony recorded January 11, 1902 in Volume 2 of Maps at Page 93, Tulare County Records.

E3 An Easement granted to the City of Dinuba for Public Street Purposes recorded as Instrument No. 2007-0016271 of O.R.T.C.

E4 An Easement granted to the City of Dinuba for Public Street Purposes recorded as Instrument No. 2007-0016272 of O.R.T.C.

E5 An Easement granted to the City of Dinuba for Public Street Purposes recorded as Instrument No. 2007-0016273 of O.R.T.C.

E6 An Easement granted to the City of Dinuba for Public Street Purposes recorded as Instrument No. 2006-0126208 of O.R.T.C.

Line Data

No.	Bearing	Length	Record
L1	N 89°28'09" E	42.00'	(R4)(R5)*
L2	N 89°28'09" E	117.00'	(R4)(R5)*
L3	N 89°28'09" E	28.00'	(R4)(R5)*
L4	N 89°28'09" E	28.00'	(R4)(R5)*
L5	N 00°31'51" W	47.56'	(R4)(R5)*
L6	N 00°31'51" W	8.75'	(R4)(R5)*
L7	N 00°00'00" E	28.00'	(R4)(R5)*

Radial Data

No.	Bearing
R1	N 86°06'43" W
R2	S 75°18'23" W
R3	S 83°36'04" W
R4	N 33°44'03" W
R5	N 26°15'57" E

Legend

●	Found and accepted 3/4" iron pipe, 8" down, tagged PLS 9279 unless otherwise noted.
•	Found 3/4" iron pipe, 8" down in concrete, tagged PLS 9279 unless otherwise noted, replaced with 2" Brass disk, flush in pavement, stamped PLS 9279 or as noted.
	Found 2" iron pipe in Monument well with 2" Brass disk stamped PLS 9279, unless otherwise noted.
	Set 3/4" x 30" iron pipe, up 1" in 6" diameter x 18" concrete, down 8" with tag PLS 9279 or as otherwise noted.
	Set City of Dinuba Standard Survey Monument P-17 or as noted. (2" x 24" iron pipe with 2" Brass disk stamped PLS 9279 in Monument well, flush in pavement or as noted.
( )R4	Record data per Autumn Gate Subdivision Phase 1 Volume 44 of Maps, Page 27, Tulare County Records.
( )R5	Record data per Autumn Gate Subdivision Phase 2 Volume 44 of Maps, Page 49, Tulare County Records.
*	Measured data matches record data
▲	Indicates Easement dedication for Public Road purposes per Autumn Gate Subdivision Phase I Volume 44 of Maps, Page 27, Tulare County Records.
▼	Indicates Easement dedication for Public Road purposes per Autumn Gate Subdivision Phase II Volume 44 of Maps, Page 49, Tulare County Records.
IE	Irrigation and Storm Drain Easement now offered for dedication.
B.V.C.	Indicates Bella Vista Colony - Volume 2 of Maps, Page 93, Tulare County Records.
O.R.T.C.	Indicates Official Records of Tulare County.
6	Indicates Curve Data reference.
R1	Indicates Radial Bearing Data reference.
L1	Indicates Line Data reference.
	Indicates Relinquishment of Direct Vehicular and Pedestrian Access.
	The Blue Border indicates the limits of the Subdivision.

1st 10.03.19
18100.00
FmapPhase3.dwg

CITY OF DINUBA
Together, A Better Community
CALIFORNIA • 1906

City Council Staff Report

Department: FINANCE SERVICES | October 27, 2020

To: Mayor and City Council

From: Margarita Moreno, Administrative Services Director

Subject: Resolution No. 2020-56 Authorization to Enter Into Agreement for Acquisition of New Golf Carts and Lawn Maintenance Equipment (MM)

RECOMMENDATION

Council to adopt Resolution No. 2020-56 approving the Lease Agreement with PNC Equipment Finance for the acquisition of new golf carts and lawn maintenance equipment.

EXECUTIVE SUMMARY

The City has routinely leased golf carts for use by Ridge Creek Golf Course. The existing golf carts are over four years old and in need of replacement. The City is proposing to lease 75 new golf carts including two (2) fairway mowers, one (1) bunker sanpro rake, two (2) utility cars, and one (1) mower for the rough area of the golf course. The City will use PNC Equipment Finance for leasing the golf carts and lawn maintenance equipment. The monthly lease payments will be covered by revenues generated from the golf course.

OUTSTANDING ISSUES

None.

DISCUSSION

The current fleet of golf carts is over four years old. The maintenance and upkeep on these carts has steadily been increasing. It is anticipated the maintenance costs will continue to grow and eventually exceed the cost of leasing new equipment. The same holds true for the maintenance equipment, several of the pieces were purchased in 2008 as part of the original course opening and have long exceeded expected life span. They frequently break-down and require costly maintenance.

Under the proposed lease agreement the City will receive 75 new golf carts including two (2) fairway mowers, one (1) Sandpro bunker rake, two (2) utility carts, and one (1) mower for maintenance of rough areas. The financing will be provided by PNC Equipment Finance. The 2021 E-Z-GO RXV Elite carts will come from Textron/E-Z-Go and feature Lithium batteries. These batteries allow for significant savings, being not only maintenance free but recharging in half the time of traditional lead batteries, saving electrical costs. A 5-year warranty also saves, with virtually zero repair costs during the lease term.

The monthly lease term for the golf carts is $5,844 over 4 years, and $2,148.02 for the lawn maintenance equipment over 6 years. A copy of the lease agreements are enclosed as Exhibit 'A' of the enclosed Resolution No. 2020-56. Photo examples and additional information for each of the proposed items is attached herein as Exhibit 'B' of the attachment.

The new golf carts and lawn maintenance equipment are vital to the quality experience for golfers and good course maintenance. The Ridge Creek Golf Course consistently earns high marks and customer satisfaction.

FISCAL IMPACT

The monthly lease payments for the carts will total approximately $5,844.00. The term of the lease is 4 years. The payments for the maintenance equipment is $2,148.02 the term of the lease is 6 years. The lease payments are currently included in the 2020/21 fiscal year budget.

PUBLIC HEARING

None.

ATTACHMENTS:

Attachment A. Resolution 2020-56 Golf Lease Agreement

ATTACHMENT: A

RESOLUTION No. 2020-56

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA, AUTHORIZING THE CITY MANAGER OF FINANCE DIRECTOR TO ENTER INTO A LEASE AGREEMENT WITH PNC EQUIPMENT FINANCE FOR THE PURPOSE OF ACQUIRING GOLF CARTS AND EQUIPMENT.

WHEREAS, the City of Dinuba, a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State ("the State") is authorized by the laws of the State to purchase, acquire and lease certain equipment and other property for the benefit of the City of Dinuba and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, pursuant to applicable law, the City Council of the City of Dinuba is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions ore operations of the City of Dinuba.

WHEREAS, the City Council of the City of Dinuba hereby finds and determines that the execution of one or more Lease Agreements of lease schedules ("Leases") in the amount not exceeding $320,000 for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the City of Dinuba.

WHEREAS, Equipment Finance, LLC ("Lessor") shall act as Lessor under said Leases.

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

1. Either the City Manager or Finance Director (each an "Authorized Representative") acting on behalf of the City of Dinuba, is hereby authorized to negotiate, enter into, and deliver one or more Leases in substantially the form set forth in the document presently before the City Council, which document is available for public inspection at the City of Dinuba. Each Authorized Representative acting on behalf of the City of Dinuba is hereby authorized to negotiate, enter into, execute and deliver such other document relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

2. By a written instrument signed by any Authorized Representative, said Representative may designate specifically identified officers or employees of the City of Dinuba to execute and deliver agreements and documents relating to the Leases on behalf of the City of Dinuba.

3. The City of Dinuba's obligation under the Leases shall be subject be subject to annual appropriation or renewal by the City Council as set forth in each Lease and

the City's obligations under the Leases shall not constitute general obligations of the City of Dinuba or indebtedness under the Constitution or laws of the State.

4. This resolution shall take effect immediately upon its adoption and approval.

Passed and adopted this 27th day of October, 2020 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Mayor of City of Dinuba

ATTEST:

____
City Clerk

EXHIBIT 'A'

E04

Lease Agreement

Dated as of September 18, 2020
Lease Number 1163181-1

Lessor: PNC Equipment Finance, LLC
655 Business Center Drive, Suite 250
Horsham, PA 19044

Lessee:

LESSEE FULL LEGAL NAME
CITY OF DINUBA, CA
405 E EL MONTE WAY
DINUBA, CA 93618

FEDERAL TAX ID
946000320

Equipment Description: **See attached Certificate of Acceptance for Equipment Description**

Rent: Lease Term is for **48** months, with Rent payments due ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; each in the amount of **$5,844.00** beginning ________________________.

Payment Schedule

Lessee shall pay Rent payments exclusively from legally available funds in U.S. currency to Lessor in the amounts and on the dates set forth herein, without notice or demand.

TERMS AND CONDITIONS

1. **LEASE.** Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment (the "Equipment") described in the attached Certificate of Acceptance when Lessor accepts this Lease. Lessee agrees to be bound by all the terms of this Lease.
2. **DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When Lessee receives the Equipment, Lessee agrees to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are the Lessee's responsibility. If Lessee signed a purchase contract for the Equipment, by signing this Lease Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.
3. **RENT.** Lessee agrees to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. Rent Payments under this Lease do not include the accrual of an interest portion. If Lessee's Rent payments are due in Advance, the first Rent payment is due on the date Lessee accepts the Equipment under the Lease. Lessor will advise Lessee as to (a) the due date of each Rent payment, and (b) the address to which Lessee must send payments. Rent is due whether or not Lessee receives an invoice from Lessor. Lessee will pay Lessor any required advance rent when Lessee signs this Lease. Lessee authorizes Lessor to change the Rent by not more than 15% due to changes in the Equipment configuration, which may occur prior to Lessor's acceptance of this Lease. Restrictive endorsements on checks Lessee sends to Lessor will not reduce obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent.
   NON-APPROPRIATION OF FUNDS. Lessee intends to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to Lessee to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment in accordance with Section 16 of the Lease and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of Lessee's fiscal year, Lessee's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payment of Rent.
4. **UNCONDITIONAL OBLIGATION. LESSEE AGREES THAT IT IS UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF LESSEE HAVE TEMPORARY OR PERMANENT LOSS OF ITS USE. LESSEE IS NOT ENTITLED TO ANY REDUCTION OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.**
5. **DISCLAIMER OF WARRANTIES. THE EQUIPMENT IS BEING LEASED TO LESSEE IN "AS IS" CONDITION. LESSEE AGREES THAT LESSOR HAS NOT MANUFACTURED THE EQUIPMENT AND THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSEE HAS NOT RELIED ON ANY STATEMENTS LESSOR OR ITS EMPLOYEES HAVE MADE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW.** Lessee is aware of the name of the Equipment manufacturer and will contact the manufacturer for a description of warranty rights. If the manufacturer has provided Lessor with a warranty, Lessor assigns its rights to such warranty to Lessee and Lessee may enforce all warranty rights directly against the manufacturer of the Equipment. Lessee agrees to settle any dispute regarding performance of the Equipment directly with the manufacturer of the Equipment.
6. **TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, Lessor shall have title to the Equipment, except as set forth in section 15.

7. **USE, MAINTENANCE AND REPAIR.** Lessee will not move the Equipment from the Equipment Location without Lessor's advance written consent. Lessee will give Lessor reasonable access to the Equipment Location so that Lessor can check the Equipment's existence, condition and proper maintenance. Lessee will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions, and keep it eligible for any manufacturer's certification and/or standard full service maintenance contract. At Lessee's own cost and expense, Lessee will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Lessee will not make any permanent alterations to the Equipment.
8. **TAXES.** Lessee agrees to pay Lessor, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on Lessor's net income). Lessee agrees to file any required personal property tax returns and, if Lessor asks, Lessee will provide Lessor with proof of payment. Lessor does not have to contest any tax assessments.
9. **INDEMNITY.** Lessor is not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by Lessee or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions that occurred during the Lease Term.
10. **IDENTIFICATION.** Lessee authorizes Lessor to insert or correct missing information on this Lease, including Lessee's official name, serial numbers and any other information describing the Equipment. Lessor will send Lessee copies of such changes. Lessee will attach to the Equipment any name plates or stickers Lessor provides Lessee.
11. **LOSS OR DAMAGE.** Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until it is returned to Lessor. If any item of Equipment is lost, stolen or damaged, Lessee will promptly notify Lessor of such event. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Lessor an amount equal to the Net Book Value (as defined in Section 14) of the lost, stolen or damaged Equipment. If Lessee has satisfied Lessee's obligations under this Section 11, Lessor will forward to Lessee any insurance proceeds which Lessor receives for lost, damaged, or destroyed Equipment. If Lessee is in default, Lessor will apply any insurance proceeds Lessor receives to reduce Lessee's obligations under Section 14 of this Lease.
12. **INSURANCE.** Lessee agrees to (a) keep the Equipment fully insured against loss, naming Lessor as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than Lessor may tell Lessee, naming Lessor as additional insured, until Lessee has met all Lessee's obligations under this Lease. Lessor is under no duty to tell Lessee if Lessee's insurance coverage is adequate. The policies shall state that Lessor is to be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. Upon Lessor's request, Lessee agree to provide Lessor with certificates or other evidence of insurance acceptable to Lessor. If Lessee does not provide Lessor with evidence of proper insurance within ten days of Lessor's request or Lessor receives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance on Lessor's interest in the Equipment at Lessee's expense. Lessee will pay all insurance premiums and related charges.
13. **DEFAULT.** Lessee will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within ten days after its due date, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within ten days after Lessor sends Lessee written notice of default, (c) any representation, warranty or statement Lessee has made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against Lessee under any bankruptcy or insolvency laws, or (g) Lessee defaults on any other agreement between it and Lessor (or Lessor's affiliates).
14. **REMEDIES.** Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by Lessee to Lessor under this Lease, plus (ii) all Rent payments remaining through the end of the Lease Term, discounted at the higher of 3% or the lowest rate allowed by law, plus the Fair Market Value of the Equipment (collectively, the "Net Book Value"). Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours or Lessor may repossess the Equipment, so long as Lessor does not breach the peace in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor may (a) sell or lease the Equipment at public or private sale or lease, and/or (b) exercise such other rights as may be allowed by applicable law. Although Lessee agrees that Lessor has no obligation to sell the Equipment, if Lessor does sell the Equipment, Lessor will reduce the Net Book Value by the amounts Lessor receives. Lessee will immediately pay Lessor the remaining Net Book Value. Lessee agrees (a) that Lessor only needs to give Lessee ten days' advance notice of any sale and no notice of advertising, (b) to pay all of the costs Lessor incurs to enforce Lessor's rights against Lessee, including attorney's fees, and (c) that Lessor will retain all of Lessor's rights against Lessee even if Lessor does not choose to enforce them at the time of Lessee's default.
15. **LESSEE'S OPTION AT END OF LEASE.** Notwithstanding anything contained in the Lease to the contrary, so long as no default shall have occurred and be continuing, Lessee may, at Lessee's option, purchase the Equipment leased pursuant to this Rental Schedule on an "as is, where is" basis, without representation or warranty, express or implied, at the end of the Initial Term at a price equal to the Fair Market Value thereof, plus applicable taxes. "Fair Market Value" shall be equal to the value which would be obtained in an arms-length transaction between an informed and willing buyer and an informed and willing seller under no compulsion to sell, and in such determination, costs of removal of the Equipment from its location of current use shall not be a deduction from such value. If Lessee and Lessor cannot agree on the Fair Market Value thereof, such value shall be determined by appraisal at the sole expense of Lessee. Appraisal shall be a procedure whereby two recognized independent appraisers, one chosen by Lessee and one by Lessor, shall mutually agree upon the amount in question. If the appraisers are unable to agree upon the amount in question, a third recognized independent appraisers' evaluation shall be binding and conclusive on Lessee and Lessor. This purchase option as applicable shall only be available if Lessee gives Lessor 90 days' prior written notice of Lessee's irrevocable intent to exercise such option and Lessor and Lessee shall have agreed to all terms and conditions of such purchase prior to the expiration date of the Initial Term. Until the Equipment is returned as required below, all terms of the Lease shall remain in full force and effect including the obligation to pay Rent.
16. **RETURN OF EQUIPMENT.** If (a) default occurs, (b) a non-appropriation of funds occurs in accordance with Section 3, or (c) Lessee does not purchase the Equipment pursuant to Section 15, Lessee will immediately return the Equipment to any location(s) in the continental United States and aboard any carriers(s) Lessor may designate. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with Section 7, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party buyer, user or lessee, other than Lessee named in this Lease, without the need for any repair or refurbishment. All Equipment must be free of markings. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Rent until the Equipment is received and accepted by Lessor.
17. **LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents and warrants to Lessor that as of the date of this Lease, and throughout the Lease Term: (a) Lessee is the entity indicated in this Lease; (b) Lessee is a State or a fully constituted political subdivision or agency of the State in which Lessee is located; (c) Lessee is duly organized and existing under the Constitution and laws of the State in which Lessee is located; (d)

Lessee is authorized to enter into and carry out Lessee's obligations under this Lease, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with this Lease (collectively, the "Documents"); (e) the Documents have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signature, each of which is genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and shall take all necessary action to include in Lessee's annual budget any funds required to fulfill Lessee's obligations for each fiscal year during the Lease Term; (h) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (i) Lessee's obligations to remit Rent under this Lease constitutes a current expense and not a debt under applicable state law and no provision of this Lease constitutes a pledge of Lessee's tax or general revenues, and any provision which is so constructed by a court of competent jurisdiction is void from the inception of this lease; (j) all payments due and to become due during Lessee's current fiscal year are within the fiscal budget of such year, and are included within an unrestricted and unencumbered appropriation currently available for the lease of the Equipment; and (k) all financial information Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee's financial condition.

18. **LESSEE'S PROMISES.** In addition to the other provisions of this Lease, Lessee agrees that during the term of this Lease (a) Lessee will promptly notify Lessor in writing if it moves Lessee's principal office or it changes names or its legal structure, (b) Lessee will provide to Lessor such financial information as may reasonably request from time to time, and (c) Lessee will take any action Lessor reasonably requests to protect Lessor's rights in the Equipment and to meet Lessee's obligations under this Lease.
19. **ASSIGNMENT. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT.** Lessee will not attach any of the Equipment to any real estate. Upon Lessor's reasonable request and at Lessee's cost, Lessee will obtain from each person having an interest in the real estate where the Equipment is located a waiver of any rights they may have in the Equipment.
20. **ASSIGNMENT BY LESSOR.** This Lease, and the rights of Lessor hereunder and in and to the Equipment, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assigns at any time without the necessity of obtaining the consent of Lessee; provided, however, no such assignment or reassignment shall be effective unless and until Lessee shall have been given written notice of assignment disclosing the name and address of the assignee or its agent authorized to receive payments and otherwise service this Lease on its behalf. Upon receipt of notice of assignment, Lessee agrees to record the same in records maintained for such purpose, and further, to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assigns. Lessee agrees to execute all documents, including acknowledgments of assignment, which may reasonably be requested by Lessor or its assigns to protect their interests in the Equipment and in this Lease.
21. **COLLECTION EXPENSES, OVERDUE PAYMENT.** Lessee agrees that Lessor can, but does not have to, take on Lessee's behalf any action which Lessee fails to take as required by this Lease, and Lessor's expenses will be in addition to that of the Rent which Lessee owes Lessor. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge five percent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.
22. **AGREED LEASE RATE FACTOR.** Lessee understands that the Equipment may be purchased for cash (the "Equipment Cost") or it may be leased. By signing this Lease, Lessee acknowledges that it has chosen to lease the Equipment from Lessor for the Lease Term and that Lessee has agreed to pay Rent. Each payment of Rent includes a principal amount based on the Equipment Cost and a lease charge rate. If it is determined that Lessee's payments under this Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal and interest will be charged at the highest rate allowed by law. In no event will Lessor charge or receive or will Lessee pay any amounts in excess of the legal amount.
23. **MISCELLANEOUS.** This Lease contains the entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. **TO THE EXTENT THAT THIS LEASE IS FOUND TO NOT BE A TRUE LEASE, THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** Lessee authorizes Lessor (or Lessor's agent) to (a) obtain credit reports, (b) make such other credit inquires as Lessor may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, Lessor may charge Lessee a fee of $250.00 to cover Lessor's documentation and investigation costs.
24. **NOTICES.** All of Lessee's written notices to Lessor must be sent by certified mail or recognized overnight delivery service, postage prepaid, to Lessor at Lessor's address stated in this Lease, or by facsimile transmission to Lessor's facsimile telephone number, with oral confirmation of receipt. All of Lessor's notices to Lessee may be sent first class mail, postage prepaid, to Lessee's address stated in this Lease. At any time after this Lease is signed, Lessee or Lessor may change an address or facsimile telephone number by giving notice to the other of the change.
25. **ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE COMPLIANCE.** Lessee represents and warrants to Lessor, as of the date of this Lease, the date of each advance of proceeds under the Lease, the date of any renewal, extension or modification of this Lease, and at all times until the Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; or (ii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (b) the proceeds of the Lease will not be used to fund any unlawful activity; (c) the funds used to repay the Lease are not derived from any unlawful activity; and (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States.

    As used herein: "**Compliance Authority**" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "**Covered Entity**" means Lessee, its affiliates and subsidiaries and direct and indirect owners; "**Sanctioned Country**" means a country subject to a sanctions program maintained by any Compliance Authority; and "**Sanctioned Person**" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.
26. **USA PATRIOT ACT NOTICE**. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when the Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow the Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.
27. **WAIVERS. LESSOR AND LESSEE EACH AGREE TO WAIVE, AND TO TAKE ALL REQUIRED STEPS TO WAIVE, ALL RIGHTS TO A JURY TRIAL.** To the extent Lessee is permitted by applicable law, Lessee waives all rights and remedies conferred upon a lessee by Article 2A

(Sections 508-522) of the Uniform Commercial Code including but not limited to Lessee's rights to: (a) cancel or repudiate this Lease; (b) reject or revoke acceptance of the Equipment; (c) recover damages from Lessor for any breach of warranty or for any other reason; (d) grant a security interest in any Equipment in Lessee's possession. To the extent Lessee is permitted by applicable law, Lessee waives any rights they now or later may have under any statute or otherwise which requires Lessor to sell or otherwise use any Equipment to reduce Lessor's damages, which requires Lessor to provide Lessee with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, or which may otherwise limit or modify any of Lessor's rights or remedies. **ANY ACTION LESSEE TAKES AGAINST LESSOR FOR ANY DEFAULT, INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE STARTED WITHIN ONE YEAR AFTER THE EVENT, WHICH CAUSED IT.** Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.

28. IMPORTANT INFORMATION ABOUT PHONE CALLS. By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN LESSEE AND LESSOR. LESSEE AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. LESSEE AGREES THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

LESSEE CERTIFIES THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND LESSEE'S APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON LESSOR OR EFFECTIVE UNLESS AND UNTIL LESSOR EXECUTES THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE.

PNC Equipment Finance, LLC
("Lessor")

X ______________________________
Authorized Signature

____
Print Name

____
Title:

655 Business Center Drive, Suite 250
Horsham, PA 19044

CITY OF DINUBA, CA
("Lessee")

X ______________________________
Authorized Signature

____
Print Name

____
Title:

____
Date

405 E EL MONTE WAY
DINUBA,CA 93618

OPINION OF COUNSEL

I have acted as counsel to the above-referenced Lessee (the "Lessee") with respect to this Lease Agreement by and between the Lessee and Lessor (the "Lease"), and in this capacity have reviewed the original or duplicate originals of the Lease and such other documents as I have deemed relevant. Based upon the foregoing, I am of the opinion that: (A) Lessee is a state or a fully constituted political subdivision or agency of a state within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended; (B) the execution, delivery and performance of the Lease by Lessee has been duly authorized by all necessary action on the part of Lessee; (C) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except as limited by laws of general application affecting the enforcement of creditors' rights, and does not constitute a debt of Lessee which is prohibited by state law; (D) the authorization, approval and execution of the Lease and all other proceedings of Lessee related to the transactions contemplated thereby have been performed in accordance with all open-meeting laws, public bidding laws, and all other applicable state laws. The undersigned certifies that (s)he is an attorney duly authorized to practice law in the State of __________________.

The foregoing opinions are limited to the laws of such State and federal laws of the United States.

Attorney of Lessee

By: ______________________________
Print Name: ______________________________
Law firm: ______________________________

Lease-Purchase Agreement

Dated as of October 8, 2020

Lease Number: 1163181-2

Lessor:	PNC Equipment Finance, LLC 655 Business Center Drive Horsham, PA 19044
Lessee:	LESSEE FULL LEGAL NAME CITY OF DINUBA, CA 405 E EL MONTE WAY DINUBA, CA 93618 FEDERAL TAX ID 946000320
Equipment Description	**See attached Certificate of Acceptance for Equipment Description**
Rent Payment Schedule	Lease Term is for 72 months, with Rent payments due in arrears ☒monthly; ☐ quarterly; ☐semi-annual;☐annually; each in the amount of $2,148.02 (plus applicable taxes). Documentation Fee: $250.00 Rental Commencement Date: ______________________ Lessee shall pay Rent payments exclusively from legally available funds in U.S. currency to Lessor in the amounts and on the dates set forth herein, without notice or demand.

TERMS AND CONDITIONS

1. **LEASE.** Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment ("Equipment") described in the attached Certificate of Acceptance when Lessor accepts this Lease. Lessee agrees to be bound by all the terms of this Lease.

2. **DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When Lessee receives the Equipment, Lessee agrees to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are Lessee's responsibility. If Lessee signed a purchase contract for the Equipment, by signing this Lease Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.

3. **RENT.** Lessee agrees to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. If Lessee's Rent payments are due in Advance, Lessee's first Rent payment is due on the date Lessee accepts the Equipment under the Lease. Lessor will advise Lessee as to (a) the due date of each Rent payment, and (b) the address to which Lessee must send payments. Rent is due whether or not Lessee receives an invoice from Lessor. Lessee will pay Lessor any required advance rent when Lessee signs this Lease. Lessee authorizes Lessor to change the Rent by not more than 15% due to changes in the Equipment configuration, which may occur prior to Lessor's acceptance of this Lease. Restrictive endorsements on checks Lessee sends to Lessor will not reduce Lessee's obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent.

NON-APPROPRIATION OF FUNDS. Lessee intends to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to Lessee to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment in accordance with Section 16 of the Lease and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of Lessee's fiscal year, Lessee's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payment of Rent.

4. **UNCONDITIONAL OBLIGATION. LESSEE AGREES THAT IT IS UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF LESSEE HAS TEMPORARY OR PERMANENT LOSS OF ITS USE. LESSEE IS NOT ENTITLED TO ANY REDUCTION OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.**

5. **DISCLAIMER OF WARRANTIES. THE EQUIPMENT IS BEING LEASED TO LESSEE IN "AS IS" CONDITION. LESSEE AGREES THAT LESSOR HAS NOT MANUFACTURED THE EQUIPMENT AND THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSEE HAS NOT RELIED ON ANY STATEMENTS LESSOR OR ITS EMPLOYEES HAVE MADE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW.** Lessee is aware of the name of the Equipment manufacturer and Lessee will contact the manufacturer for a description of Lessee's warranty rights. If the manufacturer has provided Lessor with a warranty, Lessor assigns its rights to such warranty to Lessee and Lessee may enforce all warranty rights directly against the manufacturer of the Equipment. Lessee agrees to settle any dispute regarding performance of the Equipment directly with the manufacturer of the Equipment.

6. **TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, Lessee shall have title to the Equipment immediately upon delivery and shall be deemed to be the owner of the Equipment as long as Lessee is not in default under this Lease. In the event of a default, title to the Equipment shall revert to Lessor free and clear of any rights or interest Lessee may have in the Equipment. To secure all of Lessee's

obligations to Lessor under this Lease Lessee hereby grants Lessor a security interest in (a) the Equipment to the extent of Lessee's interest in the Equipment, (b) anything attached, added, replaced and/or substituted to the Equipment at any time, (c) any money or property from the sale of the Equipment, and (d) any money from an insurance claim if the Equipment is lost or damaged. Lessee agrees that the security interest will not be affected if this Lease is changed in any way.

7. **USE, MAINTENANCE AND REPAIR.** Lessee will not move the Equipment from the Equipment Location without Lessor's advance written consent. Lessee will give Lessor reasonable access to the Equipment Location so that Lessor can check the Equipment's existence, condition and proper maintenance. Lessee will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions, and keep it eligible for any manufacturer's certification and/or standard full service maintenance contract. At Lessee's own cost and expense, Lessee will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Lessee will not make any permanent alterations to the Equipment.

8. **TAXES.** Lessee agrees to pay Lessor, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on Lessor's net income). Lessee agrees to file any required personal property tax returns and, if Lessor asks, Lessee will provide Lessor with proof of payment. Lessor does not have to contest any tax assessments.

9. **INDEMNITY.** Lessor is not responsible for any injuries, damages, penalties, claims or losses, inducing legal expenses, incurred by Lessee or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions that occurred during the Lease Term.

10. **IDENTIFICATION.** Lessee authorizes Lessor to insert or correct missing information on this Lease, including Lessee's official name, serial numbers and any other information describing the Equipment. Lessor will send Lessee copies of such changes. Lessee will attach to the Equipment any name plates or stickers Lessor provides Lessee.

11. **LOSS OR DAMAGE.** Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until it is returned to Lessor. If any item of Equipment is lost, stolen or damaged, Lessee will promptly notify Lessor of such event. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Lessor an amount equal to the Net Book Value (as defined in Section 14) of the lost, stolen or damaged Equipment. If Lessee has satisfied their obligations under this Section 11, Lessor will forward to Lessee any insurance proceeds which Lessor receives for lost, damaged, or destroyed Equipment. If Lessee is in default, Lessor will apply any insurance proceeds Lessor receives to reduce Lessee's obligations under Section 14 of this Lease.

12. **INSURANCE.** Lessee agrees to (a) keep the Equipment fully insured against loss, naming Lessor as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than Lessor may tell Lessee, naming Lessor as additional insured, until Lessee has met all their obligations under this Lease. Lessor is under no duty to tell Lessee if Lessee's insurance coverage is adequate. The policies shall state that Lessor is to be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. Upon Lessor's request, Lessee agrees to provide Lessor with certificates or other evidence of insurance acceptable to Lessor. If Lessee does not provide Lessor with evidence of proper insurance within ten days of Lessor's request or Lessor receives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance on Lessor's interest in the Equipment at Lessee's expense. Lessee will pay all insurance premiums and related charges.

13. **DEFAULT.** Lessee will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within ten days after its due date, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within ten days after Lessor sends Lessee written notice of default, (c) any representation, warranty or statement Lessee has made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against Lessee under any bankruptcy or insolvency laws, or (g) Lessee defaults on any other agreement between it and Lessor (or Lessor's affiliates).

14. **REMEDIES.** Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by Lessee to Lessor under this Lease, plus (ii) all Rent payments remaining through the end of the then current fiscal year, discounted at the higher of 3% or the lowest rate allowed by law (collectively, the "Net Book Value") and (c) require Lessee to immediately return the Equipment to Lessor. Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours or Lessor may repossess the Equipment, so long as Lessor does not breach the peace in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor may (a) sell or lease the Equipment at public or private sale or lease, and/or (b) exercise such other rights as may be allowed by applicable law. Although Lessee agrees that Lessor has no obligation to sell the Equipment, if Lessor does sell the Equipment, Lessor will reduce the Net Book Value by the amounts Lessor receives. Lessee will immediately pay Lessor the remaining Net Book Value. Lessee agrees (a) that Lessor only needs to give Lessee ten days' advance notice of any sale and no notice of advertising, (b) to pay all of the costs Lessor incurs to enforce Lessor's rights against Lessee, including attorney's fees, and (c) that Lessor will retain all of Lessor's rights against Lessee even if Lessor does not choose to enforce them at the time of Lessee's default.

15. **LESSEE'S OPTION AT END OF LEASE.** Provided Lessee is not in default, upon expiration of the Lease Term, Lessee has the option to purchase all but not less than all of the Equipment for $1.00 (plus all sales and other applicable taxes).

16. **RETURN OF EQUIPMENT.** If (a) default occurs, or (b) a non-appropriation of funds occurs in accordance with Section 3, Lessee will immediately return the Equipment to any location(s) in the continental United States and aboard any carriers(s) Lessor may designate. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with Section 7, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party buyer, user or lessee, other than Lessee named in this Lease, without the need for any repair or refurbishment. All Equipment must be free of markings. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Rent until the Equipment is received and accepted by Lessor.

17. **LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents and warrants to Lessor that as of the date of this Lease, and throughout the Lease Term: (a) Lessee is the entity indicated in this Lease; (b) Lessee is a State or a fully constituted political subdivision or agency of the State in which Lessee is located; (c) Lessee is duly organized and existing under the Constitution and laws of the State in which they are located; (d) Lessee is authorized to enter into and carry out Lessee's obligations under this Lease, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with this Lease (collectively, the "Documents"); (e) the Documents have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signature, each of which are genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee and only to

perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and shall take all necessary action to include in Lessee's annual budget any funds required to fulfill Lessee's obligations for each fiscal year during the Lease Term; (h) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (i) Lessee's obligations to remit Rent under this Lease constitutes a current expense and not a debt under applicable state law and no provision of this Lease constitutes a pledge of Lessee's tax or general revenues, and any provision which is so constructed by a court of competent jurisdiction is void from the inception of this lease; (j) all payments due and to become due during Lessee's current fiscal year are within the fiscal budget of such year, and are included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the Equipment; (k) Lessee shall not do or cause to be done any act which shall cause, or by omission of any act allow the interest portion of any Rent payment to become includible in Lessor's gross income for Federal income taxation purposes under the Internal Revenue Code of 1986, as amended, (the "Code"); (l) Lessee shall maintain a complete and accurate record of all assignments of this Lease in the form sufficient to comply with the book entry requirements of Section 149(a) of the Code and the regulations prescribed there under from time to time; (m) Lessee shall comply with the information reporting requirements of Section 149(e) of the Code; such compliance shall include, but not be limited to, the execution of IRS Form 8038-G or 8038-GC; and (n) all financial information Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee's financial condition.

18. LESSEE'S PROMISES. In addition to the other provisions of this Lease, Lessee agrees that during the term of this Lease (a) Lessee will promptly notify Lessor in writing if it moves its principal office or changes its name or legal structure, (b) Lessee will provide to Lessor such financial information as may reasonably request from time to time, and (c) Lessee will take any action Lessor reasonably requests to protect Lessor's rights in the Equipment and to meet Lessee's obligations under this Lease.

19. ASSIGNMENT. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT. Lessee will not attach any of the Equipment to any real estate. Upon Lessor's reasonable request and at Lessee's cost, Lessee will obtain from each person having an interest in the real estate where the Equipment is located a waiver of any rights they may have in the Equipment.

20. ASSIGNMENT BY LESSOR. This Lease, and the rights of Lessor hereunder and in and to the Equipment, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assigns at any time without the necessity of obtaining the consent of Lessee; provided, however, no such assignment or reassignment shall be effective unless and until Lessee shall have been given written notice of assignment disclosing the name and address of the assignee or its agent authorized to receive payments and otherwise service this Lease on its behalf. Upon receipt of notice of assignment, Lessee agrees to record the same in records maintained for such purpose, and further, to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assigns. Lessee agrees to execute all documents, including acknowledgments of assignment, which may reasonably be requested by Lessor or its assigns to protect their interests in the Equipment and in this Lease.

21. COLLECTION EXPENSES, OVERDUE PAYMENT, TERMINATION. Lessee agrees that Lessor can, but does not have to, take on Lessee's behalf any action which Lessee fails to take as required by this Lease, and Lessor's expenses will be in addition to that of the Rent which Lessee owes Lessor. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge 5% of such overdue amount, limited, however, to the maximum amount allowed by law. Upon 30 days' prior written notice by Lessee to Lessor, and so long as there is no Event of Default then existing, Lessee shall have the option to purchase all, but not less than all, of the Equipment covered by the Lease on any Rent Payment due date by paying to Lessor all Rent Payments then due (including accrued interest, if any) plus the Termination Value amount set forth on the Payment Schedule to the applicable Lease for such date. Upon satisfaction by Lessee of such purchase conditions, Lessor shall release its Lien on such Equipment and Lessee shall retain its title to such Equipment "as is, where is," without representation or warranty by Lessor, express or implied, except for a representation that such Equipment is free and clear of any Liens created by Lessor.

22. AGREED LEASE RATE FACTOR. Lessee understands that the Equipment may be purchased for cash (the "Equipment Cost") or it may be leased. By signing this Lease, Lessee acknowledges that it has chosen to lease the Equipment from Lessor for the Lease Term and that Lessee has agreed to pay Rent. Each payment of Rent includes a principal amount based on the Equipment Cost and a lease charge rate. If it is determined that Lessee's payments under this Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal and interest will be charged at the highest rate allowed by law. In no event will Lessor charge or receive or will Lessee pay any amounts in excess of the legal amount.

23. MISCELLANEOUS. This Lease contains the entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. **THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** Lessee authorizes Lessor (or Lessor's agent) to (a) obtain credit reports, (b) make such other credit inquires as Lessor may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, Lessor may charge Lessee a fee of $250.00 to cover Lessor's documentation and investigation costs.

24. NOTICES. All of Lessee's written notices to Lessor must be sent by certified mail or recognized overnight delivery service, postage prepaid, to Lessor at Lessor's address stated in this Lease, or by facsimile transmission to Lessor's facsimile telephone number, with oral confirmation of receipt. All of Lessor's notices to Lessee may be sent first class mail, postage prepaid, to Lessee's address stated in this Lease. At any time after this Lease is signed, Lessee or Lessor may change an address or facsimile telephone number by giving notice to the other of the change.

25. ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE COMPLIANCE. Lessee represents and warrants to Lessor, as of the date of this Lease, the date of each advance of proceeds under the Lease, the date of any renewal, extension or modification of this Lease, and at all times until the Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; or (ii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (b) the proceeds of the Lease will not be used to fund any unlawful activity; (c) the funds used to repay the Lease are not derived from any unlawful activity; and (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States.

As used herein: "**Compliance Authority**" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "**Covered Entity**" means Lessee, its affiliates and subsidiaries and direct and indirect owners; "**Sanctioned Country**" means a country subject to a sanctions program maintained by any Compliance Authority; and "**Sanctioned Person**" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

26. USA PATRIOT ACT NOTICE. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when the Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow the Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.

27. WAIVERS. LESSOR AND LESSEE EACH AGREE TO WAIVE, AND TO TAKE ALL REQUIRED STEPS TO WAIVE, ALL RIGHTS TO A JURY TRIAL. To the extent Lessee is permitted by applicable law, Lessee waives all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code including but not limited to Lessee's rights to: (a) cancel or repudiate this Lease; (b) reject or revoke acceptance of the Equipment; (c) recover damages from Lessor for any breach of warranty or for any other reason; (d) grant a security interest in any Equipment in Lessee's possession. To the extent Lessee is permitted by applicable law, Lessee waives any rights they now or later may have under any statute or otherwise which requires Lessor to sell or otherwise use any Equipment to reduce Lessor's damages, which requires Lessor to provide Lessee with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, or which may otherwise limit or modify any of Lessor's rights or remedies. **ANY ACTION LESSEE TAKES AGAINST LESSOR FOR ANY DEFAULT, INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE STARTED WITHIN ONE YEAR AFTER THE EVENT, WHICH CAUSED IT.** Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.

28. SMALL ISSUER STATEMENT. Lessee hereby certifies to Lessor and its assigns that: a) the Lessee designates the Lease as a "Qualified Tax-Exempt Obligation" for the purposes of Section 265(b)(3) of the Code; b) Lessee will own and operate the Equipment in the performance of its public purposes; and the Equipment will not be subject to the use or control of any other entity; c) Lessee will not designate more than $10,000,000 of tax-exempt obligations during the current calendar year as "Qualified Tax-Exempt Obligation", Lessee reasonably expects to issue no more than $10,000,000 of tax-exempt obligations during the current calendar year; and d) For purposes of Paragraph 3 herein above, the amount of tax-exempt obligations stated as either issued or designated as "Qualified Tax-Exempt Obligations" includes tax-exempt obligations issued by all subordinate entities of Lessee, as provided in Section 265 (b) (3) (E) of the Code.

29. IMPORTANT INFORMATION ABOUT PHONE CALLS. By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN LESSEE AND LESSOR. LESSEE AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. LESSEE AGREES THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

LESSEE CERTIFIES THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND LESSEE'S APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON LESSOR OR EFFECTIVE UNLESS AND UNTIL LESSOR EXECUTES THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE.

CITY OF DINUBA, CA
("Lessee")
X ______________________________
Authorized Signature

____
Print Name

____
Title:

____
Date
405 E EL MONTE WAY
DINUBA,CA93618

PNC Equipment Finance, LLC
("Lessor")
X ______________________________
Authorized Signature

____
Print Name

____
Title:

655 Business Center Drive
Horsham, PA 19044

OPINION OF COUNSEL

I have acted as counsel to the above-referenced Lessee ("Lessee") with respect to this Lease-Purchase Agreement by and between the Lessee and Lessor (the "Lease"), and in this capacity have reviewed the original or duplicate originals of the Lease and such other documents as I have deemed relevant. Based upon the foregoing, I am of the opinion that: (A) Lessee is a state or a fully constituted political subdivision or agency of a state within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended; (B) the execution, delivery and performance of the Lease by Lessee has been duly authorized by all necessary action on the part of Lessee; (C) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except as limited by laws of general application affecting the enforcement of creditors' rights, and does not constitute a debt of Lessee which is prohibited by state law; (D) the authorization, approval and execution of the Lease and all other proceedings of Lessee related to the transactions contemplated thereby have been performed in accordance with all open-meeting laws, public bidding laws, and all other applicable state laws. The undersigned certifies that (s)he is an attorney duly authorized to practice law in the State of ____________.

The foregoing opinions are limited to the laws of such State and federal laws of the United States.

Attorney of Lessee

By: ______________________________

Print Name: ______________________________

Law firm: ______________________________

RESOLUTION AND CERTIFICATE OF INCUMBENCY
Lease Number 1163181-2

Lessee: CITY OF DINUBA, CA

WHEREAS, Lessee, a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State or Commonwealth (the "State") is authorized by the laws of the State to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Lease-Purchase Agreements or lease schedules ("Leases") in the principal amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Lessee.

WHEREAS, PNC Equipment Finance, LLC ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of the Lessee:

Section 1. Either one of the ______________________ OR ______________________ (each an "Authorized Representative") acting on behalf of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Leases on behalf of the Lessee.

Section 3. The aggregate original principal amount of the Leases shall not exceed the amount stated above and shall bear interest as set forth in the Leases and the Leases shall contain such options to purchase by the Lessee as set forth therein.

Section 4. The Lessee's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Lessee's obligations under the Leases shall not constitute general obligations of the Lessee or indebtedness under the Constitution or laws of the State.

Section 5. As to each Lease, the Lessee reasonably anticipates to issue not more than $10,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the fiscal year in which each such Lease is issued and hereby designates each Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

Section 6. This resolution shall take effect immediately upon its adoption and approval.

SIGNATURES AND TITLES OF AUTHORIZED REPRESENTATIVES: AUTHORIZED LEASE SIGNORS ONLY

Name	Title	Signature
Name	Title	Signature

ADOPTED AND APPROVED on this ________________, 20__.

Section 7. I, the undersigned Secretary/Clerk identified below, does hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee, a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

The undersigned Secretary/Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Lessee, that the foregoing resolutions were duly adopted by said Governing Body of the Lessee at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: CITY OF DINUBA, CA

____ [SEAL]

Signature of Secretary/Clerk of Lessee

Print Name:______________________________________

Official Title:_____________________________________

Date: ______________________________________

CERTIFICATE OF ACCEPTANCE

Lease Number: 1163181-2

Quantity	Description	Serial Number
2	Greensmaster 3250-D	
1	Sand Pro 3040	
2	Workman MDX	
1	Groundsmaster 3300	

Together with all attachments, tooling, accessories, appurtenances, and additions thereto.

☒ Equipment Location
Ridge Creek Golf Course
3002 West El Monte Way
Dinuba, CA 93618

Lessee, through its authorized representative, hereby certifies to Lessor that:

1. The Equipment has been delivered to the location where it will be used, which is the Equipment Location given in the Lease-Purchase Agreement ("Lease");
2. All of the Equipment has been inspected and is (a) complete, (b) properly installed, (c) functioning, and (d) in good working order;
3. Lessee accepts the Equipment for all purposes under the Lease as of _________________, 20__ (the "Acceptance Date"), which is the date on which the Equipment was delivered and installed;
4. The Equipment is of a size, design, capacity and manufacture acceptable to Lessee and suitable for Lessee's purposes; and
5. Lessee is not in default under the Lease, no Non-Appropriation of Funds (as described in the Lease) has occurred, and all of Lessee's statements and promises set forth in the Lease are true and correct.

Lessor is hereby authorized to insert serial numbers on the Lease.

THIS CERTIFICATE OF ACCEPTANCE IS SIGNED THIS ____ DAY OF _______________________, 20__.

CITY OF DINUBA, CA ("Lessee")

X____
Authorized Signature

____
Print Name

____
Title:

____
Date

405 E EL MONTE WAY
DINUBA,CA,93618

EXHIBIT 'B'


E-Z-GO
WE JUST PROVED
WE'RE STILL #1
ELiTE
LITHIUM
E-Z-GO
ELITE RXV

ACTUAL COLOR
OASIS GREEN

TORO®

Greensmaster® 3150-Q / 3250-D

RIDING GREENSMOWERS

FEATURES

Greensmaster 3150-Q:

- *Briggs & Stratton® 18 hp (13.4 kW) air-cooled, gasoline engine*
- *Industry's quietest engine-powered riding greensmower*

Greensmaster 3250-D:

- *Kubota® D902, 24.8 hp (18.5 kW) 3-cylinder, liquid-cooled, diesel engine*
- *Ample power for any greens or off-greens application; extremely versatile*

Legendary performance and reliability.

The Greensmaster 3150-Q and 3250-D are distinguished for their field-proven performance and exceptional quality of cut. Equipped with patented DPA cutting units for a superior cut and minimal maintenance, convenient controls for easy operation, and ample power to handle any application – it's no wonder these classic models have been trusted over the years to deliver the performance golf courses demand with a putting surface that exceeds expectations.

Greensmaster® 3150-Q

Greensmaster® 3250-D

TIER 4

EdgeSeries™ Reels

Call your Toro distributor at 800-803-8676

TORO®

Sand Pro® 3040/5040

BUNKER RAKE

FEATURES

- *Quick Attach System™ to change implements in seconds without tools*
- *Over 25 implements available*
- *Hydraulic power steering (5040)*
- *Exclusive steerable front attachments (5040)*
- *16hp (11.9 kW) – 3040, 18hp (13.4 kW) – 5040 Kawasaki V-twin engine*
- *Responsive hydraulically-actuated front (5040) and rear attachments*

Maintaining bunkers and a whole lot more.

It's time to demand more from your bunker rake. With the exclusive Quick Attach System™ (QAS) offering tool-free, quick attachment change outs and over 25 valuable attachments, the Sand Pro 3040 and 5040 are versatile utility vehicles with as many uses outside the bunker as in it. The Sand Pro 5040's optional front QAS provides added flexibility and exclusive steerable front attachments for surgical precision. The Toro Sand Pro keeps bunkers in tournament condition every day.

Sand Pro® 5040

Call your Toro distributor at 800-803-8676

Workman® MDX & MDX-D

UTILITY VEHICLES

FEATURES

- **More Power** – *A 480 cc gasoline engine powers the Workman MDX and a 600 cc diesel engine powers the MDX-D to an impressive 1,250 lbs. (567 kg) cargo capacity and 1,200 lbs. (544 kg) towing capacity. This vehicle is built to haul your toughest load to any jobsite and features hydraulic brakes on all four wheels to safely stop you when you get there.*
- **More Comfort** – *The SRQ™ suspension boasts an independent A-frame front suspension with coil over shock absorbers, proprietary active in-frame twister joint and a rear suspension featuring a swing arm design with coil-over shock absorbers. The result is a smooth ride that you and your team will notice immediately. Operators suffer less fatigue and stay more productive throughout the day.*
- **More Control** – *An automotive-grade rack and pinion steering system provides more control and lowers steering effort, while operating loaded or empty. This allows operators to focus on the task at hand and move throughout your property more safely.*
- **More Durable** – *Virtually unbreakable exterior components make the Workman MDX more durable and dependable. This vehicle is built to work as hard as you do, year after year.*
- **More Accessories** – *A deluxe hard cab, canopy and windshield provide protection from the sun or the elements. The roll-over protective structure (ROPS), brush guard, and optional all-terrain tires help you operate in more challenging terrain. Add the deluxe portable refreshment center to turn your Workman into a revenue producing machine.*

Do more ... with more.

The Workman® MDX Series with SRQ™ combines a coil-over shock absorber suspension design with an Active In-Frame™ twister joint. These features deliver superior ride quality for optimum operator comfort and control. The hefty payload capacity and four-wheel hydraulic brakes enhanced productivity to tackle the toughest jobs. The Workman MDX has the power and versatility to help you do more, with more!

Call your Toro distributor at 800-803-8676

TORO.

Groundsmaster® 3200/3300

OUT-FRONT ROTARY MOWERS

FEATURES

Power & Durability

- Powerful 24.7 HP (18.4 kW) or 37.4 HP (27.9 kW) Yanmar® EPA Tier 4/Stage V diesel engines
- Rugged 7-gauge high-strength steel rotary decks Available 60" (152 cm) or 72" (183 cm) width of cut. Side and rear discharge options.

Performance

- CrossTrax® all-wheel drive provides superior traction
- 7.8" (19.8 cm) ground clearance for exceptional maneuverability

Productivity

- Innovative tilt-up deck for easy cleaning and maintenance
- Up to 15 mph (24 km/h) ground speed
- 1"-6" (25–152 mm) height of cut with a simple pin adjustment
- Comfortable operator platform
- Easy to access maintenance points

Versatility

- Rotary and Fine Cut Flail mowing decks available
- Year-round versatility with a variety of multi-season attachments
- Cab option helps keep operators comfortable and productive all season long

A Revolution in Out-Front Rotaries.

Toro has been creating world-class out front rotary mowers for over 45 years. We are continuing this legacy with the new Groundsmaster 3200/3300.

The Groundsmaster 3200/3300 delivers unparalleled productivity. Featuring a powerful 37.4 HP (27.9 kW) or 24.7 HP (18.4 kW) engine, CrossTrax® all-wheel drive and legendary Groundsmaster decks, the Groundsmaster 3200/3300 makes quick work in even the toughest terrain while delivering an exceptional quality of cut. From the fully-adjustable suspension seat and steering column, the fingertip engine controls and optional all-season cab, this new mower is designed for all-day comfort. Routine maintenance is also easy with the Groundsmaster 3200/3300. The innovative Tilt-Up Deck design making blade maintenance and deck cleaning simple. Additionally, all engine maintenance points are easily accessible to help ensure your Groundsmaster runs smoothly and reliably for years. Productivity, comfort, reliability. That's the all-new Groundsmaster 3200/3300.

toro.com/outfront

Call your Toro distributor at 800-803-8676

City Council Staff Report

Department: CITY MANAGER'S OFFICE | October 27, 2020

To: Mayor and City Council

From: Linda Barkley, City Clerk

Subject: City Council Meeting Minutes, October 13, 2020 (LB)

RECOMMENDATION

Council to review and approve meeting minutes of October 13, 2020, as presented.

EXECUTIVE SUMMARY

None.

OUTSTANDING ISSUES

None.

DISCUSSION

None.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.

ATTACHMENTS:

City Council Meeting Minutes, October 13, 2020

CITY COUNCIL
REGULAR MEETING
(Teleconferenced)

October 13, 2020
MINUTES

COUNCIL MEMBERS PRESENT:

Reynosa, Launer, Thusu, Longoria,

COUNCIL MEMBERS ABSENT:

Morales

STAFF MEMBERS PRESENT:

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

1. OPENING CEREMONIES

1.1. Welcome and Roll Call

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

City Clerk Barkley called roll for the City Council and staff as the meeting was teleconferenced.

1.2. Invocation

The invocation was led by City Clerk Barkley.

1.3. Pledge of Allegiance

The pledge of allegiance was led by Chief Thompson.

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.

City Attorney Jenner requested that item 7.1. may have an error in the acreage cited on the agenda may be 15 acres instead of 150 acres, and it needs to be changed prior to the Council taking formal action.

3. REQUEST TO ADDRESS COUNCIL - Pursuant to Governor Newsom's Executive Order N-25-20, the meeting will be held via teleconference. Information will be provided on the City's website at dinuba.org under the Meeting Agendas tab. Those wishing to correspond with the City Council, may

do so at info@dinuba.ca.gov by 5:00 pm on the day of the meeting. Please submit comments concerning public hearing items via the same email address.

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

Resolution No. 2020-60 Authorizing Submittal of an application for Permanent Local Housing Program Funds for Phase II of the Sierra Village Apartment Project (IH)

RECOMMENDATION

Council to adopt Resolution No. 2020-60 approving submittal of a $3.0 million grant application for Permanent Local Housing (PLHA) Program funds and authorize the City Manager or designee to execute any related documents.

4.2. SUBJECT

Resolution No. 2020-61 Approving a FY 2020/21 Budget Amendment to fund Amendment No. 2 to Consulting Services Agreement with Adams Ashby Group (IH)

RECOMMENDATION

Council by one motion adopts Resolution No. 2020-61:

1. Approving Amendment No. 2 to the consulting agreement with the Adams Ashby Group; and,
2. Approving Budget Amendment 2020-04 amending the FY 2020/21 budget in the amount of $54,000 for consulting services provided by Adams Ashby Group in connection with the North Dinuba Infrastructure Project.

4.3. SUBJECT

Appointment of Larry Roberts to the Delta Vector Control District Board (LB)

RECOMMENDATION

Council approve the reappointment of Larry Roberts to the Delta Vector Control District Board for a term of two (2) years.

4.4. **SUBJECT**

Approval of Real Property Purchase and Sale Agreement between the City of Dinuba and Northwind Partners, LP (DJ)

RECOMMENDATION

Council to approve a Real Property Purchase and Sale Agreement for (APNs: 017-040-020, 017-040-024, 017-040-034) between the City of Dinuba and Northwind Partners, LP.

4.5. **SUBJECT**

Resolution No. 2020-65 Authorizing Application for 2020 CalHOME Program Funding (IH)

RECOMMENDATION

Council to adopt Resolution No. 2020-65 authorizing the submittal of a 2020 grant application to the California Department of Housing and Community Development for $663,750 under the CalHome Program, and authorize the City Manager or designee to execute the required standard agreement and related program documents.

4.6. **SUBJECT**

Service Agreement with Self Help Enterprises for the CARES Act funded Business Assistance Grant Program (IH)

RECOMMENDATION

Council to approve Subrecipient Agreement with Self Help Enterprise for the implementation of a Business Assistance Program in response to the COVID-19 pandemic and authorize the City Manager or designee to execute the agreement.

4.7. **SUBJECT**

City Council Meeting Minutes, September 22, 2020 (LB)

RECOMMENDATION

Council to review and approve city Council meeting minutes as presented.

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

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

5. WARRANT REGISTER

5.1. **SUBJECT**

Warrant Register September 22; October 2 & 9, 2020 (MM)

RECOMMENDATION

Council to review and approve the warrant register as presented.

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

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

6. PUBLIC HEARING

6.1. SUBJECT

Resolution No. 2020-58 for the 2020 Citizens Option for Public Safety (COPS) Grant (DP)

RECOMMENDATION

Council conduct a public hearing and following the hearing adopt Resolution No. 2020-58 authorizing expenditure of the 2020 Citizens Option for Public Safety (COPS) Grant funds in the amount of $100,000.

Chief Popovich requested that the Mayor open a public hearing in regard to the expenditure of 2020 Citizens Option for Public Safety grant funds.

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

A motion was made by Vice Mayor Longoria, second by Council Member Launer, adopt Resolution No. 2020-58 authorizing expenditure of the 2020 Citizens Option for Public Safety (COPS) Grant funds in the amount of $100,000.

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

6.2. SUBJECT

Initiation of Annexation of 8.5-acres Along North Side of East El Monte Way (IH)

RECOMMENDATION

It is recommended the City Council conduct a public hearing and:

1. Approve Resolution No. 2020-62 adopting a Negative Declaration as the environmental finding for the action.

2. Adopt Resolution No. 2020-63 approving a General Plan amendment for a portion of the site.

3. Introduce and conduct the first reading, waive reading in full, of the Ordinance No. 2020-04 amending the City of Dinuba Zoning Map to "Community Commercial" (C-3) for the subject site.

3. Adopt Resolution No. 2020-64 initiating a reorganization to annex the site into the City of Dinuba and detach it from County Service Area No. 1 and the Kings River Conservation District.

Consultant Karl Schoettler presented the item for Council's consideration. He requested the Mayor open a public hearing to gather testimony from the public regarding the subject.

Mayor Thusu opened the hearing but no comments from the public were brought forward. Mayor Thusu closed the hearing.

A motion was made by Council Member Launer, second by Vice Mayor Longoria, Adopt Resolution No. 2020-62 adopting a Negative Declaration as the environmental finding for the action; adopt Resolution No. 2020-63 approving a General Plan Amendment for a portion of the site; adopt Resolution No. 2020-64 initiating a reorganization to annex the site into the City of Dinuba and detach it from County Service Area No. 1 and the Kings River Conservation District; and, introduce and conduct the first reading of Ordinance 2020-04 amending the City of Dinuba Zoning Map to "Community Commercial" (C-3) for the subject site.

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

7. DEPARTMENT REPORTS

7.1. SUBJECT

Approve Agricultural Lease Agreement for certain City-owned property (IH)

RECOMMENDATION

Council to approve an Agricultural Lease Agreement with Luis Amezcua to dry farm 150 acres of City-owned property located in the City's Industrial Park and authorize the City Manager or designee to execute the lease agreement.

Business Manager Avila presented the report to the City Council for consideration. He clarified that the acreage noted earlier by Attorney Jenner is in fact 150 acres and not 15 acres. Avila reported the proposed lease agreement is for a term ending June 30, 2021, allowing the acreage to be dry farmed but allow the property to remain for sale. Avila requested that the Council authorize the Agricultural Lease Agreement with Luis Amezcua in order to dry farm city-owned property and authorize the City Manager or designee to execute the lease

agreement.
A motion was made by Vice Mayor Longoria, second by Council Member Reynosa, to approve an Agricultural Lease Agreement with Luis Amezcua to dry farm 150 acres of city-owned property located in the City's Industrial Park and authorize the City Manager or designee to execute the lease agreement.

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

7.2. <u>**SUBJECT**</u>

Award of Contract for the Dinuba Police Department Parking Lot Expansion Project (JW)

<u>**RECOMMENDATION**</u>

Council to award the contract for the Dinuba Police Department Parking Lot Expansion Project to JT2 Inc. dba Todd Companies in the amount of $439,227.00, and authorize the City Manager or designee to execute the contract documents.

Engineer Watts presented the report to the City Council and requested the Dinuba police department parking lot expansion project be awarded to JT2, Inc. in the amount of $439,277 and authorize the City Manager or designee to execute the contract documents.

A motion was made by Council Member Reynosa, second by Council Member Launer, award the contract for the Dinuba Police Department parking lot expansion project to JT2, Inc., dba Todd Companies in the amount of $439,227.00, and authorize the City Manager or designee to execute the contract documents.

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

8. MAYOR/COUNCIL REPORTS

Mayor Thusu, Vice Mayor Longoria and Council Member Launer said they participated in the virtual League of California Cities Annual Conference. Mayor Thusu reported there was no quorum to vote on the sole resolution presented at the conference.

Council Member Reynosa thanked staff for their work in moving the work to the Alta District Historical Society grounds.

9. CITY MANAGER COMMUNICATIONS

City Manager Patlan said staff is working on a presentation concerning the final sales tax numbers and expects to share the information soon. Patlan said he participated in a golf tournament hosted by the United Healthcare Center yesterday and reported that UHC staff said that Dinuba has been one of the best experiences they have had when working with cities.

10. CITY STAFF COMMUNICATIONS

Assistant City Manager James thanked Public Works staff and Code Enforcement

Officer Angie Molina for their work.

City Attorney Jenner thanked Code Enforcement Officer Molina for going above and beyond working with the homeless in turn helping the city and community.

Director Hurtado reported there will be a virtual "Dog Days" costume contest which is being promoted on social media.

Business Manager Avila reported that staff has received word from the State that we can begin the tenant-based rental assistance program.

City Engineer Watts shared that currently there is construction throughout the city.

11. ADJOURNMENT

Mayor Thusu adjourned the meeting at 7:14 pm.

CITY OF DINUBA
Together, A Better Community
CALIFORNIA • 1906

City Council Staff Report

Department: CITY MANAGER'S OFFICE October 27, 2020

To: Mayor and City Council

From: Daniel James, Assistant City Manager

Subject: Consultant Services Contract with Site LogIQ for Energy Audit and Management Services (DJ)

RECOMMENDATION

Council approve a three-year (3) consultant services contract with Site LogIQ, in the amount not-to-exceed $13,973 and authorize the City Manager or designee to execute the agreement.

EXECUTIVE SUMMARY

The City of Dinuba has multiple meters which are connected to public utility services and solar. These facilities consume power at different levels, and some use significant amounts of energy to operate. Site LogIQ offers energy audit and management services which can help identify strategies to reduce power consumption at these facilities, and ultimately lower operating costs.

OUTSTANDING ISSUES

None.

DISCUSSION

Facilities such as offices, water well sites, the golf course, charging stations, and the Wastewater Treatment Facility are operated by each department across the community. Each of these facilities consumes power on some level. With utility costs increasing annually, understanding the sources and efficiency of each of these facilities is critical to managing these escalating costs.

In order to help understand these utility costs, companies such as Site LogIQ offer energy auditing and management services which can help organizations better understand their energy usage. These services include verification of system performance for all sites (including rate analysis), quarterly solar production review, and a review of existing solar contracts. The analyzed data is made available in the form of a real-time online reporting tool, which can be accessed by staff at any time to provide a detailed analysis of past and current usage. Site LogIQ also provides recommendations following their analysis, and offers additional services that are aimed at helping organizations reduce power consumption, and lower utility costs.

Site LogIQ has presented a three-year (3) proposal for such services in the amount of $13,973 per year for energy auditing and management services. The proposed agreement is attached herein as Attachment 'A'. Staff has review the proposal and recommends Council approve the agreement with Site LogIQ.

FISCAL IMPACT

Annual cost of $13,973 to the General Fund. However, potential savings will likely offset costs, and possibly reduce energy consumption which could lead to an annual savings in various funds.

PUBLIC HEARING

None required.

ATTACHMENTS:

Attachment A: Energy-Services-Proposal-SitelogIQ

Agreement to Provide

Energy Services

City of Dinuba

October 8th 2020

Ismeal Hernandez
Director, Public Works
1088 E. Kamm Ave.
Dinuba, California 93618
E: ihernandez@dinuba.ca.gov
P: (559) 591-5923

Proposal

Project: City of Dinuba
Energy Services Support
Date: October 8th, 2020
ATTN: Ismeal Hernandez

Introduction

Thank you for considering SitelogIQ for your Energy Services! We are committed to providing City with quality energy analytics services and support.

SitelogIQ Services Summary

SitelogIQ is pleased to offer our assistance to the City of Dinuba ("City"). SitelogIQ will provide City with remote energy engineering support to aide in energy reporting and analysis.

This proposal includes the following services:

SCOPE: ENERGY DASHBOARD AND ANALYTICS

Responsibility is to improve energy efficiency by evaluating the City of Dinuba energy use and evaluating energy policies, strategies, programs, and energy measures.

- Annual meetings with City staff to discuss energy project performance, any findings and review further opportunities to enhance energy efficiency.
- Supply energy manager resources for quarterly review for 8 hours each quarter to review interval data and make observations and recommendations to the City.

Reporting

- Develop quarterly electric utility summary reports in coordination with City's needs.
- Develop and create an internal accessible dashboard for communication with key stakeholders, staff about electric energy trends, projects, and performance.
- Update and deliver report to City with Energy Engineer review of trends, interval data usage, and anomalies.

Energy Data Hosting

- Utility data hosting for utility meters and virtual/solar meters at all city sites for the duration of the term.
- Configure data missing reports and configure/host monthly report in PowerBi.

Solar Analysis and Review

- Initial review of Solar contracts to ensure compliance and maintain best value to City.
- Monthly login and verification of system performance for all sites via remote access as available. Verification of key system operation including; metering device status and output, inverter status and output, environmental stations, and summary of any action items identified needing attention to City contact or vendor.
- Quarterly Solar production review and summary email report to key City personnel that includes trends and Year-to-Date performance analysis.
- Annual review of Solar Vendor report/summary including Solar production compared to expected Solar production and string level IV curve tracing summary.

Staff Training and Support

- Assist City with employee involvement and enforce energy policy(ies) set in place by the City.
- Annual feedback via memo to critical departments within the City on the importance of Energy Management and the understanding the success of Energy Consumption savings within the City.
- Annual feedback to maintenance staff via memo (and/or lead custodial staff) on the importance of preventative maintenance (PM), assistance with energy messaging for all City staff to highlight goals, build energy awareness, encourage energy conservation and demonstrate progress.
- Quarterly check in with the City's management team to ensure that all reports meet City standards, are understood by staff, and review energy trends.

DELIVERABLES:

- All documents, finding, summaries, and results will be provided in the form of a report to the City.
- All supporting files and documents will be saved and provided electronically to City upon project completion.

SCOPE ASSUMPTIONS AND CLARIFICATIONS

- This Scope of Work is based on the assumption that unfettered access to any appropriate data necessary to complete services will be provided to SitelogIQ.
- Access to online utility accounts including approval to obtain utility billing information as necessary.
- Access to online Solar DAS/monitoring software as necessary.
- Coordination with appropriate staff for updates, coordination, and information gathering as necessary.
- Additional tasks as requested by the City above and beyond this scope will be billable according to the time and materials rate.
- SitelogIQ will not perform additional services without prior authorization.

Proposal Acceptance

This agreement is between the City and SitelogIQ. We look forward to the opportunity to work with the City of Dinuba.

Services will be implemented for the term outlined with each service and will re-new annually thereafter:

Annual invoicing for Scope: energy dashboard and analytics: And onsite energy management	**$13,973 / year**
Initial ________	3 Year Term

The First invoice will be submitted to the City upon signed agreement. All subsequent invoices will be submitted annual thereafter. Any services requested above and beyond the services of the energy manager described in this proposal will be invoiced at time and materials. Rates will escalate at 3% per calendar year.

Respectfully submitted by:

Kecia Davidson
VP of Business Development
SitelogIQ

Date

Accepted by:

Ismeal Hernandez
Director, Public Works
City of Dinuba

Date

Standard Notes, Terms & Conditions

TERMS OF SERVICE - SitelogIQ GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (“Terms”) are incorporated into and are made a part of a work authorization, proposal, or contract (the “Contract”) between Famand, Inc., a California corporation, DBA SitelogIQ and the customer identified in the Contract (the “Customer”). Each of SitelogIQ and the Customer, and each of their successors-in-interest, are sometimes individually referred to as a “Party” and collectively as the “Parties.” SitelogIQ has agreed to provide the labor (the “Services”) and Materials (defined below) (collectively, the “Work”) at the location (the “Job Site”) for the price (the “Price”) specified in the Contract. The Contract, all of its relevant addenda, and these Terms are collectively referred to as the “Agreement”.

1. Performance of Services. SitelogIQ will perform the Services in a good and workmanlike manner. SitelogIQ warrants that the Services will be free from defects in workmanship for a period of one year from the date the Services are first performed. Defects that occur within the one-year warranty period, under normal use and care, will be repaired or replaced at the sole discretion of SitelogIQ with no charge for the labor.

2. Disclaimer of All Warranties. SitelogIQ does not provide any warranty with respect to any materials, equipment, assemblies, or units (collectively, the “Materials”) that SitelogIQ will provide as part of the Work. All Materials are subject only to manufacturer’s or processor’s warranties, if any. Except as provided in Section 1 above, SitelogIQ specifically disclaims all warranties with respect to the Services and Materials, and the Customer is acquiring all Services and Materials from SitelogIQ as is, without any express or implied warranties, including without limitation, any warranty as to merchantability, fitness for a particular use, title, and infringement.

3. Limitation on Liability. In no event shall SitelogIQ be liable to Customer or any of its shareholders, directors, officers, employees, agents, or to any other third party, whatsoever the nature of the claim, for any amount in excess of the total amount actually paid by Customer to SitelogIQ under the Contract for the Services, unless it is finally determined that SitelogIQ was grossly negligent or acted willfully or fraudulently. In no event shall SitelogIQ be liable for any special, consequential, indirect, exemplary, punitive, lost profits, or similar damages, even if SitelogIQ has been apprised of the possibility thereof. SitelogIQ will not be liable for any failure or delay in the performance of its obligations hereunder by reason of any cause which is beyond its reasonable control.

4. Insurance. Customer shall continuously provide, at its sole expense, adequate property damage and public liability insurance to cover the scope of all contemplated activities and the value of all Services and Materials involved in the Contract, as well as all reasonable potential claims that may occur during the course of the Work. SitelogIQ will maintain comparable insurance.

5. Change Orders. The scope of the work to be performed under the Contract is limited to the Work specifically described in the Contract. Should additional or different work be required or requested, SitelogIQ may ask Customer to authorize such additional or different work by signing a change order form. These Terms shall be incorporated into and made a part of any signed change order form authorizing additional or different Work. SitelogIQ shall have the right to cease performance of additional or different Work if a signed change order authorizing such additional or different work is not obtained from Customer. Notwithstanding the foregoing, the failure of SitelogIQ to request or require such a change order shall not limit SitelogIQ’s right to receive payment for additional or different Work performed at Customer’s request.

6. Payment Terms; Penalties for Late Payment. Invoices are due and payable to SitelogIQ within 30 days of receipt or as otherwise provided in the Contract. If Customer fails to make any payment when due, Customer shall (i) include a 10% late payment fee with its payment (calculated on the amount of the late payment); and (ii) pay interest of one and one- half percent (1.5%) per month on the unpaid balance. Disputes regarding the Work shall not, under any circumstances, be grounds for withholding payment under the terms of the Contract.

7. Work Stoppage. SitelogIQ shall have the right to cease performing the Services if any payment is not made to SitelogIQ when due. If SitelogIQ performance is stopped for a period of thirty (30) days or more for any reason other than SitelogIQ's breach of the Agreement, SitelogIQ may, at its option, upon five (5) days written notice to Customer, demand and receive payment for: (i) all Services performed and for Materials ordered or supplied prior to the Work stoppage; and (ii) any other loss sustained due to the Work stoppage, including SitelogIQ’s normal overhead plus its profit margin. Thereafter, SitelogIQ shall be relieved from any further liability for performance of the Work. If performance of the Services stops for any reason, Customer shall provide for the protection of all Materials on the Job Site and shall be responsible for any damage to or loss of those Materials.

8. Remedies in Event of Default by Customer. If Customer defaults in any of its obligations under the Contract, SitelogIQ shall have the right to recover, as damages, at SitelogIQ’s option, either the reasonable value of Work performed by SitelogIQ or the balance of the Price plus any other damages sustained as a result of Customer’s default. Title to and ownership of all Materials installed by SitelogIQ is expressly agreed to be and remain in SitelogIQ until Customer pays SitelogIQ in full. In the event of default by Customer, in addition to any other legal remedies or processes available, beginning five (5) days after the event giving rise to the default, SitelogIQ shall have the right to terminate the Contract and enter the Job Site to take possession of and remove its Materials. Such entry may be made by SitelogIQ without recourse to any legal proceedings for that purpose, without notice to Customer, and without any liability for SitelogIQ arising therefrom.

9. Environmental Conditions. The Services do not include the detection, identification, abatement, encapsulation, or removal of any Hazardous Substance. "Hazardous Substance" is defined herein as any substance, whether solid, liquid, or gas, which is a physical or health hazard when it is inhaled, ingested, or otherwise comes in contact with any person present in the area where it is located and includes, without limitation, asbestos in either friable or nonfriable condition, and excludes any substance SitelogIQ brings onto the Job Site for purposes of performing the Work. Customer represents and warrants to SitelogIQ that there is no Hazardous Substance in or under any area of the Job Site wherein the Work is to be performed which has not been fully disclosed to SitelogIQ in advance of the performance of the Work. In the event SitelogIQ encounters on the Job Site any Hazardous Substance in the course of performing the Work, SitelogIQ may immediately discontinue performance of the Work and remove its employees and subcontractors from the Job Site, and SitelogIQ shall not resume the Work in the affected area until the Hazardous Substance is removed from the Job Site or rendered harmless to SitelogIQ's sole satisfaction. SitelogIQ will not be liable for any delay in the completion of the Work due to the presence of any Hazardous Substance at the Job Site. If, in the sole determination of SitelogIQ, any Hazardous Substance or threat of harm therefrom cannot be removed from the Job Site in a reasonable amount of time, SitelogIQ may terminate the Contract and SitelogIQ shall be entitled to those damages set forth in Section 7 hereof. SitelogIQ shall not be required to perform any work relating to Hazardous Substances unless SitelogIQ consents to do such work and SitelogIQ is authorized to do such work by any applicable governmental authority having jurisdiction over such work. Notwithstanding any other provision of the Contract, Customer agrees to defend (with counsel satisfactory to SitelogIQ), indemnify, and hold harmless SitelogIQ and its shareholders, directors, officers, employees, and agents from and against any and all liabilities, claims, actions, causes of action, losses, damages, fees, or costs (including without limitation attorneys' fees and court costs) arising out of any claims of Customer, residents, tenants, guests, invitees, or other third parties, which claims are based on or arise out of the presence of any Hazardous Substance at the Job Site.

10. Indemnification and Waiver. Customer agrees, to the fullest extent permitted by law, to defend (with counsel satisfactory to SitelogIQ), indemnify, and hold harmless SitelogIQ and its shareholders, directors, officers, employees, and agents from and against any and all liabilities, claims, actions, causes of action, losses, damages, fees, or costs (including without limitation attorneys' fees and court costs)(the "Damages"), arising out of any claims of residents, tenants, guests, employees, invitees, or other third parties caused by Customer or its agents.

11. Arbitration of Disputes. In the event of any dispute between the Parties hereto, whether involving a claim in tort, contract, or otherwise, the same shall be submitted to arbitration. Arbitration shall be compulsory and binding and, except as provided herein, shall be conducted and governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure. Within a reasonable period of time after receipt of notice of demand for arbitration, the Parties to the dispute shall each appoint a third-party arbitrator and give notice of such appointment to the other. Within a reasonable period of time after the appointment of the third-party arbitrators, the two arbitrators so selected shall select a neutral arbitrator and give notice of the selection thereof to the Parties. The arbitrators shall hold a hearing within a reasonable period of time from the date of notice of selection of the neutral arbitrator. The decision of the arbitration panel will be final and conclusive upon both Parties. Venue for the arbitration of disputes shall lie in Sacramento County, California. Either Party is entitled to utilize attachment and mechanic's lien proceedings concurrently with arbitration proceedings and neither Party will be held to have waived the right to arbitrate by virtue of levy of attachment or recording and perfecting a mechanic's lien. The prevailing Party shall be entitled to recover its fees and costs (including reasonable attorneys' fees).

12. Miscellaneous. The Agreement constitutes the complete and entire agreement between the Parties with regard to the Work. The Agreement, and any dispute arising from the relationship between the Parties, shall be governed by California law, exclusive of its choice of law provisions. No action or claim of any kind, whether arising in tort, contract, statute or otherwise, arising from or in any way related to this Agreement, or the performance thereof, shall be commenced by any Party against the other more than two (2) years after the earlier of (i) the completion of Work under the Contract; or (ii) the termination of the Contract by either Party. All notices, demands, or other communications given hereunder shall be in writing and shall be sufficiently given if personally delivered or delivered by overnight delivery service or sent by registered or certified mail, first class, postage prepaid, addressed to the respective Parties at the addresses provided in the Contract, or such other address with respect to any Party hereto as such Party may from time to time notify (as provided above) to the other Party hereto. Any such notice, demand, or communication shall be deemed to have been given: (a) if mailed as provided above, as of the close of the third (3rd) business day following the date so mailed; and (b) if personally delivered or sent by overnight delivery, on the date delivered. The terms and conditions of the Agreement that by their nature, sense, or context survive or are intended to survive expiration or termination of the Agreement, including, not by way of limitation, arbitration, indemnification, and limitation of warranty and liability provisions, shall survive the expiration or termination of the Agreement. No provision of the Agreement is intended to confer any benefit upon any third party and no third party shall have the right to enforce any of the provisions of the Agreement. The Agreement shall be interpreted without regard to any presumption against the Party that was responsible for its drafting and in an even-handed manner rather than against the drafting Party. In the case any provision of the Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining portions will not in any way be affected or impaired thereby.

***13.** Termination. Either Party may terminate this Contract for any reason by giving thirty (30) days prior written notice. Work or services completed up to the termination date will be billable. Any fees paid in advance of work completion will be refunded. Any access granted to SitelogIQ systems, databases, or files will be suspended.*

CITY OF DINUBA
Together, A Better Community
CALIFORNIA • 1906

City Council Staff Report

Department: PUBLIC WORKS October 27, 2020

To: Mayor and City Council

From: Ismael Hernandez, Public Works Director

By: Karl Schoettler, City Planning Consultant

Subject: Ordinance No.2020-04 Second Reading and Adoption (IH)

RECOMMENDATION

Council conduct the second reading, waive reading in full, and adopt Ordinance 2020- 04 pertaining to a zone change for nine parcels (and portions of parcels) along the north side of E. El Monte Way between the existing city boundary on the west and Road 92 on the east.

EXECUTIVE SUMMARY

The City Council introduced the subject ordinance on October 13, 2020. The ordinance is to change the zoning of nine parcels (and portions of parcels) along the north side of E. El Monte Way between the existing city boundary on the west and Road 92 on the east from the Tulare County R-1 (Single Family Residential) to the City of Dinuba C-3 (Community Commercial) zone, upon annexation of the site.

OUTSTANDING ISSUES

None.

DISCUSSION

The project is a proposal to change the zoning of nine parcels (and portions of parcels) along the north side of E. El Monte Way between the existing city limit boundary line on the west and Road 92 on the east.

The action is associated with the annexation of these parcels into the City of Dinuba. The parcels are currently zoned for single family residential use by Tulare County. Upon completion of the zone change the City will submit an application to the Tulare Local Agency Formation Commission (LAFCo) to annex the parcels.

FISCAL IMPACT

There may be a minor fiscal impact as the City assumes responsibility for road maintenance as well as offering police and fire protection services to the newly-annexed parcels.

PUBLIC HEARING

A public hearing to introduce the ordinance was conducted on October 13, 2020. As required by municipal code, the City mailed notices of the proposed use and public hearing to property owners within 300 feet of the site, and tenants within 100 feet of the site. The City also published a legal notice in the Dinuba Sentinel.

ATTACHMENTS:

Attachment A: Ordinance 2020-04

ATTACHMENT "A"

ORDINANCE NO. 2020-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DINUBA AMENDING THE ZONING OF PARCELS LOCATED ON THE NORTH SIDE OF EAST EL MONTE WAY BETWEEN THE EXISTING CITY LIMIT BOUNDARY AND ROAD 92

THE CITY COUNCIL OF THE CITY OF DINUBA HEREBY DOES ORDAIN:

SECTION 1. FINDINGS.

(a) The City of Dinuba administers a Zoning Ordinance (Title 17 of the Dinuba Municipal Code), including a map that designates all parcels of land with specific zoning classifications.

(b) The purpose of zoning is to facilitate a well-planned City and to avoid land use conflicts, among other objectives.

(c) The City has initiated the annexation of nine parcels (and portions of parcels) containing approximately 8.5± acres along the north side of E. El Monte Way between the existing city boundary on the west and Road 92 on the east. Currently the parcels are zoned by Tulare County. The parcels are proposed to be zoned C-3 (Community Commercial) upon annexation to the City.

(d) The Assessor Parcel Numbers of the subject parcels are 013-090-023, 013-090-024, 013-090-039, 013-090-040, 013-090-043, 013-090-044, 013-090-046, 013-090-049 and 013-090-050.

(e) The purpose of the zone change is to apply City zoning to the parcels upon their annexation.

(f) The proposed zone change is shown on Map 1.

SECTION 2. SEVERABILITY.
Each of the provisions of this ordinance is severable from all other provisions. If any article, section, subsection, paragraph, sentence, clause or phrase of this ordinance is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 3. The City Clerk is hereby directed to cause a summary of this Ordinance to be published by one insertion in a newspaper of general circulation in the community at least five (5) days prior to adoption and again fifteen (15) days after its adoption. If a summary of the ordinance is published, then the City Clerk shall cause a certified copy of the full text of the proposed ordinance to be posted in the office of the City Clerk at least five days prior to the Council meeting at which the ordinance is adopted and again after the meeting at which the ordinance is adopted. The summary shall be approved by the City Attorney.

This Ordinance shall take effect and be in full force thirty (30) days from and after its adoption.

SECTION 5. The foregoing Ordinance No. 2020-04 was introduced at a regular meeting of the City Council of the City of Dinuba on the 13th day of October, 2020, by the following vote:

AYES:

NOES:

ABSENT:

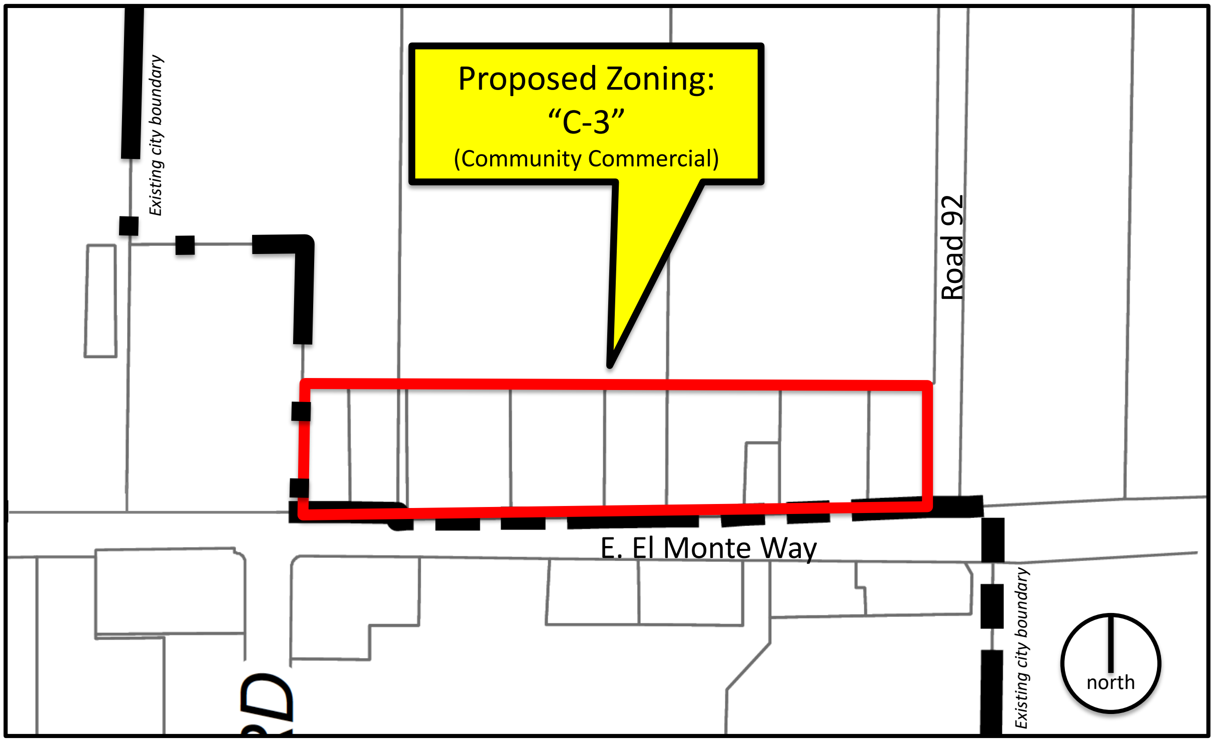
ABSTAIN:

____
Kuldip Thusu, Mayor of the City of Dinuba

ATTEST:

____
Linda Barkley, City Clerk

MAP 1


Proposed Zoning:
"C-3"
(Community Commercial)
Existing city boundary
Road 92
E. El Monte Way
Existing city boundary
north

CITY OF DINUBA
Together, A Better Community
CALIFORNIA • 1906

City Council Staff Report

Department: CITY MANAGER'S OFFICE | October 27, 2020

To: Mayor and City Council

From: Linda Barkley, City Clerk

Subject: Warrant Register October 16 & 23, 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.

ATTACHMENTS:

WR 10.16.2020
WR 10.23.2020

Accounts Payable Invoice Report

Payment Date Range 10/12/20 - 10/16/20
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor **548 - Adamson Police Products**									
INV336818	PD - Armory Supplies	Paid by Check #27664		10/06/2020	10/16/2020	10/16/2020		10/16/2020	762.97
		Vendor **548 - Adamson Police Products** Totals				Invoices	1		$762.97
Vendor **348 - Administrative Solutions, Inc.**									
A1003243	October 2020	Paid by Check #27665		10/02/2020	10/16/2020	10/16/2020		10/16/2020	300.00
		Vendor **348 - Administrative Solutions, Inc.** Totals				Invoices	1		$300.00
Vendor **263 - Advantek Benefit Administrators**									
10/2/20	Funding Request	Paid by Check #27666		10/02/2020	10/16/2020	10/16/2020		10/16/2020	52,050.15
		Vendor **263 - Advantek Benefit Administrators** Totals				Invoices	1		$52,050.15
Vendor **522 - Allstar Towing**									
37319	Tow for Out of County Vehicle	Paid by Check #27667		09/21/2020	10/16/2020	10/16/2020		10/16/2020	340.00
37352	TOW FOR T 06	Paid by Check #27667		10/05/2020	10/16/2020	10/16/2020		10/16/2020	65.00
		Vendor **522 - Allstar Towing** Totals				Invoices	2		$405.00
Vendor **1229 - Sergio Armando Alvarado**									
10620 ALVARADO	PC MEETING OCTOBER 6, 2020	Paid by Check #27668		10/06/2020	10/16/2020	10/16/2020		10/16/2020	25.00
		Vendor **1229 - Sergio Armando Alvarado** Totals				Invoices	1		$25.00
Vendor **416 - Amber Chemical Inc.**									
0365436-IN	CHEMICALS FOR WATER DEPT	Paid by Check #27669		09/22/2020	10/16/2020	10/16/2020		10/16/2020	1,397.94
		Vendor **416 - Amber Chemical Inc.** Totals				Invoices	1		$1,397.94
Vendor **289 - AT&T Mobility LLC**									
2870151847349/20	September 2020	Paid by Check #27670		09/16/2020	10/16/2020	10/16/2020		10/16/2020	88.24
		Vendor **289 - AT&T Mobility LLC** Totals				Invoices	1		$88.24
Vendor **861 - Axon Enterprise, Inc.**									
SI-1687613	PD - Tasers and Spare Cartridge Battery	Paid by Check #27671		09/30/2020	10/16/2020	10/16/2020		10/16/2020	2,509.07
		Vendor **861 - Axon Enterprise, Inc.** Totals				Invoices	1		$2,509.07
Vendor **114 - Belknap Pump Co.**									
33525	SUMP PUMP AT HW PUMP ROOM FLOOR	Paid by Check #27672		09/30/2020	10/16/2020	10/16/2020		10/16/2020	812.31
33605	SUMP PUMP FOR HW	Paid by Check #27672		09/30/2020	10/16/2020	10/16/2020		10/16/2020	1,486.45
		Vendor **114 - Belknap Pump Co.** Totals				Invoices	2		$2,298.76
Vendor **1393 - Estevan Benavides**									
10620 BENAVIDES	PC MEETING OCTOBER 6, 2020	Paid by Check #27673		10/06/2020	10/16/2020	10/16/2020		10/16/2020	25.00
		Vendor **1393 - Estevan Benavides** Totals				Invoices	1		$25.00
Vendor **144 - California State Firefighters' Association**									

Accounts Payable Invoice Report

Payment Date Range 10/12/20 - 10/16/20
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
11728	Acct #54011 2020-21	Paid by Check #27674		08/21/2020	10/16/2020	10/16/2020		10/16/2020	1,020.00
		Vendor **144 - California State Firefighters' Association** Totals				Invoices	1		$1,020.00
Vendor **1275 - California Turf Equipment**									
473168	SHOP TOOLS	Paid by Check #27675		09/28/2020	10/16/2020	10/16/2020		10/16/2020	243.52
		Vendor **1275 - California Turf Equipment** Totals				Invoices	1		$243.52
Vendor **82 - Carrot-top Industries Inc**									
46388900	FLAGS FOR CITY FACILITIES	Paid by Check #27676		06/04/2020	10/16/2020	10/16/2020		10/16/2020	1,760.48
46388901	FLAGS FOR FACILITIES	Paid by Check #27676		06/15/2020	10/16/2020	10/16/2020		10/16/2020	223.50
		Vendor **82 - Carrot-top Industries Inc** Totals				Invoices	2		$1,983.98
Vendor **1201 - Alberto Cendejas II**									
10620 CENDEJAS	PC MEETING 6, 2020	Paid by Check #27677		10/06/2020	10/16/2020	10/16/2020		10/16/2020	25.00
		Vendor **1201 - Alberto Cendejas II** Totals				Invoices	1		$25.00
Vendor **1188 - Chicago Title Company**									
FWVITO20002252-1	Chicago title Prelim Title Reports	Paid by Check #27678		10/06/2020	10/16/2020	10/16/2020		10/16/2020	2,400.00
		Vendor **1188 - Chicago Title Company** Totals				Invoices	1		$2,400.00
Vendor **333 - Cintas Corporation No. 2**									
4063100491	PD - Janitorial Supplies	Paid by Check #27679		09/30/2020	10/16/2020	10/16/2020		10/16/2020	211.04
		Vendor **333 - Cintas Corporation No. 2** Totals				Invoices	1		$211.04
Vendor **170 - Comcast**									
0002177 9/27/20	1390 Elizabeth	Paid by Check #27681		09/27/2020	10/16/2020	10/16/2020		10/16/2020	83.17
0181138 9/27/20	180 W Merced	Paid by Check #27680		09/27/2020	10/16/2020	10/16/2020		10/16/2020	472.89
		Vendor **170 - Comcast** Totals				Invoices	2		$556.06
Vendor **910 - Timothy S. Conklin**									
10620 CONKLIN	PC MEETING OCTOBER 6, 2020	Paid by Check #27682		10/06/2020	10/16/2020	10/16/2020		10/16/2020	25.00
		Vendor **910 - Timothy S. Conklin** Totals				Invoices	1		$25.00
Vendor **1582 - Dell Financial Services LLC**									
80596315	Server	Paid by Check #27683		10/02/2020	10/16/2020	10/16/2020		10/16/2020	2,947.71
		Vendor **1582 - Dell Financial Services LLC** Totals				Invoices	1		$2,947.71
Vendor **85 - Dinuba Lions Club**									
October 2020	Dues & Subscriptions	Paid by Check #27684		10/14/2020	10/16/2020	10/16/2020		10/16/2020	94.00
		Vendor **85 - Dinuba Lions Club** Totals				Invoices	1		$94.00
Vendor **200 - Dinuba Unified School District**									
1646	DSC - Sept. Senior Lunches	Paid by Check #27685		10/05/2020	10/16/2020	10/16/2020		10/16/2020	4,455.00
		Vendor **200 - Dinuba Unified School District** Totals				Invoices	1		$4,455.00

Accounts Payable Invoice Report

Payment Date Range 10/12/20 - 10/16/20
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor **62 - Ed Dena's Auto Center**									
53218	REPAIRS TO M 735	Paid by Check #27686		09/23/2020	10/16/2020	10/16/2020		10/16/2020	1,700.09
				Vendor **62 - Ed Dena's Auto Center** Totals		Invoices	1		$1,700.09
Vendor **309 - Elbert Distributing**									
PI0032316	SHOP SUPPLIES	Paid by Check #27687		09/29/2020	10/16/2020	10/16/2020		10/16/2020	110.01
				Vendor **309 - Elbert Distributing** Totals		Invoices	1		$110.01
Vendor **23 - Entenmann-Rovin Co.**									
0151919-IN	PD - Dome Badge Order	Paid by Check #27688		05/26/2020	10/16/2020	10/16/2020		10/16/2020	134.14
0152010-IN	PD - Dome Badge Refinish	Paid by Check #27688		05/29/2020	10/16/2020	10/16/2020		10/16/2020	61.95
0152561-IN	PD - Dome Badges Order	Paid by Check #27688		06/29/2020	10/16/2020	10/16/2020		10/16/2020	1,780.14
0152730-IN	PD - Dome Badge Refinish	Paid by Check #27688		07/07/2020	10/16/2020	10/16/2020		10/16/2020	72.72
				Vendor **23 - Entenmann-Rovin Co.** Totals		Invoices	4		$2,048.95
Vendor **1591 - Environment Control**									
11637-299	Janitorial Services - October 2020	Paid by Check #27689		10/01/2020	10/16/2020	10/16/2020		10/16/2020	7,517.00
				Vendor **1591 - Environment Control** Totals		Invoices	1		$7,517.00
Vendor **935 - Evident, Inc.**									
158951B	PD - Supplies	Paid by Check #27690		10/02/2020	10/16/2020	10/16/2020		10/16/2020	52.50
				Vendor **935 - Evident, Inc.** Totals		Invoices	1		$52.50
Vendor **1200 - Linda Faust**									
10620 FAUST	PC MEETING OCTOBER 6, 2020	Paid by Check #27691		10/06/2020	10/16/2020	10/16/2020		10/16/2020	25.00
				Vendor **1200 - Linda Faust** Totals		Invoices	1		$25.00
Vendor **18 - The Gas Company**									
0990155800810/20	405 E El Monte	Paid by Check #27695		10/05/2020	10/16/2020	10/16/2020		10/16/2020	19.76
1620158000410/20	October 2020	Paid by Check #27693		10/05/2020	10/16/2020	10/16/2020		10/16/2020	22.00
1263155600310/20	DSC Gas Co. 8/31 - 10/1/2020	Paid by Check #27692		10/05/2020	10/16/2020	10/16/2020		10/16/2020	22.34
1830985449710/20	PD - 08/31/2020 - 10/01/2020 Billing Charges	Paid by Check #27694		10/05/2020	10/16/2020	10/16/2020		10/16/2020	41.01
				Vendor **18 - The Gas Company** Totals		Invoices	4		$105.11
Vendor **712 - GLS US**									
4281963	POSTAGE FEES	Paid by Check #27696		09/15/2020	10/16/2020	10/16/2020		10/16/2020	6.77
4295621	POSTAGE FEES	Paid by Check #27696		09/30/2020	10/16/2020	10/16/2020		10/16/2020	7.40
				Vendor **712 - GLS US** Totals		Invoices	2		$14.17
Vendor **1687 - Graybar Electric Co. Inc.**									
9317897505	MIXER AT A BASIN	Paid by Check #27697		09/22/2020	10/16/2020	10/16/2020		10/16/2020	1,129.29
				Vendor **1687 - Graybar Electric Co. Inc.** Totals		Invoices	1		$1,129.29
Vendor **139 - Henry Schein Inc.**									

Accounts Payable Invoice Report

Payment Date Range 10/12/20 - 10/16/20
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
83657168	Supplies	Paid by Check #27698		09/28/2020	10/16/2020	10/16/2020		10/16/2020	1,475.14
83754873	Supplies	Paid by Check #27698		09/29/2020	10/16/2020	10/16/2020		10/16/2020	15.95
		Vendor **139 - Henry Schein Inc.** Totals				Invoices	2		$1,491.09
Vendor **174 - Howard's Pest Control**									
91344	Fy 20/21-Sportsplex-Mo pest control service @ sportsplex	Paid by Check #27699		10/02/2020	10/16/2020	10/16/2020	10/06/2020	10/16/2020	87.00
91363	Fy 20/21-Parks-Mo pest control service for Vuich park	Paid by Check #27699		10/02/2020	10/16/2020	10/16/2020	10/06/2020	10/16/2020	55.00
		Vendor **174 - Howard's Pest Control** Totals				Invoices	2		$142.00
Vendor **974 - InfoSend, Inc.**									
178961	September Utility Billing Print and Postage	Paid by Check #27700		09/30/2020	10/16/2020	10/16/2020		10/16/2020	3,404.99
		Vendor **974 - InfoSend, Inc.** Totals				Invoices	1		$3,404.99
Vendor **43 - Jack's Refrigeration Inc.**									
47719	PD AC REPAIRS	Paid by Check #27701		08/20/2020	10/16/2020	10/16/2020		10/16/2020	582.13
		Vendor **43 - Jack's Refrigeration Inc.** Totals				Invoices	1		$582.13
Vendor **5 - Jorgensen & Co.**									
5904071	Fy 20/21-Sportsplex-Annual fire ext serv @ sportsplex	Paid by Check #27702		09/30/2020	10/16/2020	10/16/2020	10/07/2020	10/16/2020	135.26
		Vendor **5 - Jorgensen & Co.** Totals				Invoices	1		$135.26
Vendor **1650 - LC Action Police Supply, LTD**									
416211	PD - Armory Supplies	Paid by Check #27703		09/30/2020	10/16/2020	10/16/2020		10/16/2020	1,373.44
		Vendor **1650 - LC Action Police Supply, LTD** Totals				Invoices	1		$1,373.44
Vendor **449 - Les Schwab Tire Centers of Central California**									
55100232791	TIRES AND ROTATE FOR M 734	Paid by Check #27704		10/08/2020	10/16/2020	10/16/2020		10/16/2020	869.05
		Vendor **449 - Les Schwab Tire Centers of Central California** Totals				Invoices	1		$869.05
Vendor **160 - Mid Valley Publishing Inc.**									
0321296-IN	PC MEETING NOTICE - OCTOBER	Paid by Check #27705		09/24/2020	10/16/2020	10/16/2020		10/16/2020	195.00
		Vendor **160 - Mid Valley Publishing Inc.** Totals				Invoices	1		$195.00
Vendor **22 - Moore Twining Associates Inc.**									
0133139	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #27706		09/29/2020	10/16/2020	10/16/2020		10/16/2020	88.00
0133170	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #27706		09/29/2020	10/16/2020	10/16/2020		10/16/2020	88.00
0133368	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #27706		10/05/2020	10/16/2020	10/16/2020		10/16/2020	88.00
0133383	WATER SAMPLE TESTING WWTP - IN HOUSE	Paid by Check #27706		10/06/2020	10/16/2020	10/16/2020		10/16/2020	108.00

Accounts Payable Invoice Report

Payment Date Range 10/12/20 - 10/16/20
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
0133413	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #27706		10/07/2020	10/16/2020	10/16/2020		10/16/2020	88.00
		Vendor **22 - Moore Twining Associates Inc.** Totals				Invoices		5	$460.00
Vendor **1570 - Mountain Valley Environmental Services, Inc.**									
2549	CHIEF PLANT OPERATOR SERVICES WWTP - NOVEMBER2020	Paid by Check #27707		10/01/2020	10/16/2020	10/16/2020		10/16/2020	4,500.00
		Vendor **1570 - Mountain Valley Environmental Services, Inc.** Totals				Invoices		1	$4,500.00
Vendor **88 - Municipal Maintenance Equipment Inc.**									
0152987-IN	SEWER MAINTENANCE	Paid by Check #27708		09/28/2020	10/16/2020	10/16/2020		10/16/2020	321.38
		Vendor **88 - Municipal Maintenance Equipment Inc.** Totals				Invoices		1	$321.38
Vendor **749 - MuniServices**									
INV06-010064	STARS CA -Q2 2020	Paid by Check #27709		10/05/2020	10/16/2020	10/16/2020		10/16/2020	450.00
		Vendor **749 - MuniServices** Totals				Invoices		1	$450.00
Vendor **284 - MV Transportation, Inc.**									
109992	September 2020	Paid by Check #27710		10/01/2020	10/16/2020	10/16/2020		10/16/2020	56,705.18
		Vendor **284 - MV Transportation, Inc.** Totals				Invoices		1	$56,705.18
Vendor **142 - Office Depot BSD**									
125874674001	Jho	Paid by Check #27711		09/30/2020	10/16/2020	10/16/2020		10/16/2020	35.79
127917642001	Karina	Paid by Check #27711		09/30/2020	10/16/2020	10/16/2020		10/16/2020	57.10
126335169001	Fy 20/21-Parks-Ink Cartridge & copy paper	Paid by Check #27711		09/30/2020	10/16/2020	10/16/2020	10/07/2020	10/16/2020	128.89
103453506001	Office Supplies - Office Depot	Paid by Check #27711		07/14/2020	10/16/2020	10/16/2020		10/16/2020	28.19
		Vendor **142 - Office Depot BSD** Totals				Invoices		4	$249.97
Vendor **76 - Pacific Gas & Electric**									
233750151149/20	250 Saginaw	Paid by Check #27750		09/29/2020	10/16/2020	10/16/2020		10/16/2020	30.09
702272340399/20	1480 El Monte	Paid by Check #27748		09/29/2020	10/16/2020	10/16/2020		10/16/2020	407.22
900149822939/20	405 E El Monte	Paid by Check #27749		09/30/2020	10/16/2020	10/16/2020		10/16/2020	864.04
076626534149/20	1300 Rosemary	Paid by Check #27712		09/25/2020	10/16/2020	10/16/2020		10/16/2020	222.99
134955182539/20	1300 Saginaw	Paid by Check #27713		09/25/2020	10/16/2020	10/16/2020		10/16/2020	26.15
360067439049/20	698 Lincoln	Paid by Check #27714		09/25/2020	10/16/2020	10/16/2020		10/16/2020	44.00
468994256009/20	1101 Viscaya	Paid by Check #27715		09/25/2020	10/16/2020	10/16/2020		10/16/2020	10.87
556426429409/20	Utilities	Paid by Check #27717		09/25/2020	10/16/2020	10/16/2020		10/16/2020	167.83
622008882879/20	Utilities	Paid by Check #27718		09/25/2020	10/16/2020	10/16/2020		10/16/2020	32.93
678266701759/20	Utilities	Paid by Check #27719		09/25/2020	10/16/2020	10/16/2020		10/16/2020	126.80
790546574289/20	1150 Nebraska	Paid by Check #27720		09/25/2020	10/16/2020	10/16/2020		10/16/2020	9.86
811658854359/20	1920 Lauren	Paid by Check #27721		09/25/2020	10/16/2020	10/16/2020		10/16/2020	57.86
5751498437610/20	139 K St	Paid by Check #27716		10/01/2020	10/16/2020	10/16/2020		10/16/2020	36.59

Accounts Payable Invoice Report

Payment Date Range 10/12/20 - 10/16/20
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
041816753179/20	Utilities	Paid by Check #27722		09/25/2020	10/16/2020	10/16/2020		10/16/2020	324.36
058483210139/20	Crawford/Gerald	Paid by Check #27724		09/25/2020	10/16/2020	10/16/2020		10/16/2020	88.65
323048378379/20	Utilities	Paid by Check #27728		09/25/2020	10/16/2020	10/16/2020		10/16/2020	9.86
459224718969/20	111 Hayes	Paid by Check #27730		09/25/2020	10/16/2020	10/16/2020		10/16/2020	28.97
588309194019/20	188 N L	Paid by Check #27738		09/25/2020	10/16/2020	10/16/2020		10/16/2020	25.08
837649722679/20	Utilities	Paid by Check #27741		09/25/2020	10/16/2020	10/16/2020		10/16/2020	130.03
896878734589/20	651 Saginaw	Paid by Check #27744		09/25/2020	10/16/2020	10/16/2020		10/16/2020	198.91
949217492259/20	1315 Euclid	Paid by Check #27747		09/25/2020	10/16/2020	10/16/2020		10/16/2020	9.86
477215765299/20	Alta/El Monte	Paid by Check #27732		09/27/2020	10/16/2020	10/16/2020		10/16/2020	125.26
535548886279/20	912 N Alta	Paid by Check #27736		09/27/2020	10/16/2020	10/16/2020		10/16/2020	56.16
565766708999/20	Utilities	Paid by Check #27737		09/27/2020	10/16/2020	10/16/2020		10/16/2020	74.57
665766702529/20	Utilities	Paid by Check #27739		09/27/2020	10/16/2020	10/16/2020		10/16/2020	56.55
864715010309/20	Utilities	Paid by Check #27743		09/27/2020	10/16/2020	10/16/2020		10/16/2020	53.19
475197165689/20	Hayes/Edwards	Paid by Check #27731		09/28/2020	10/16/2020	10/16/2020		10/16/2020	36.60
489591720239/20	1286 Euclid	Paid by Check #27733		09/28/2020	10/16/2020	10/16/2020		10/16/2020	10.51
493969444879/20	110 S College	Paid by Check #27734		09/28/2020	10/16/2020	10/16/2020		10/16/2020	11.62
168660015859/20	2255 El Monte	Paid by Check #27726		09/29/2020	10/16/2020	10/16/2020		10/16/2020	60.12
212523687139/20	1215 El Monte	Paid by Check #27727		09/29/2020	10/16/2020	10/16/2020		10/16/2020	28.39
505469548399/20	Utilities	Paid by Check #27735		09/29/2020	10/16/2020	10/16/2020		10/16/2020	101.10
839793222589/20	3481 El Monte	Paid by Check #27742		09/29/2020	10/16/2020	10/16/2020		10/16/2020	31.54
898192338789/20	150 Saginaw	Paid by Check #27745		09/29/2020	10/16/2020	10/16/2020		10/16/2020	59.72
923705812639/20	2813 El Monte	Paid by Check #27746		09/29/2020	10/16/2020	10/16/2020		10/16/2020	28.84
057129638259/20	Utilities	Paid by Check #27723		09/30/2020	10/16/2020	10/16/2020		10/16/2020	113.90
141629409459/20	389 W El Monte	Paid by Check #27725		09/30/2020	10/16/2020	10/16/2020		10/16/2020	61.11
335464179669/20	KAMM/O	Paid by Check #27729		09/30/2020	10/16/2020	10/16/2020		10/16/2020	87.02
7149346409410/20	Utilities	Paid by Check #27740		10/01/2020	10/16/2020	10/16/2020		10/16/2020	1,671.73
			Vendor **76 - Pacific Gas & Electric** Totals			Invoices	39		$5,520.88
Vendor **1601 - PacWest Direct**									
410077273	2020-21 Firemed Mailing	Paid by Check #27751		09/25/2020	10/16/2020	10/16/2020		10/16/2020	10,574.22
			Vendor **1601 - PacWest Direct** Totals			Invoices	1		$10,574.22
Vendor **7 - Pena's Disposal Services**									
10/20 for 9/20	October 2020 Payment for September 2020 Monthly Disposal Charges	Paid by Check #27752		10/12/2020	10/16/2020	10/16/2020		10/16/2020	118,592.12
November 2020	Pena's Contract Payment for November 2020	Paid by Check #27752		11/01/2020	10/16/2020	10/16/2020		10/16/2020	60,000.00
532972	Mattress Charges	Paid by Check #27752		09/22/2020	10/16/2020	10/16/2020		10/16/2020	150.00
537590	Mattress Charges	Paid by Check #27752		10/02/2020	10/16/2020	10/16/2020		10/16/2020	175.00
			Vendor **7 - Pena's Disposal Services** Totals			Invoices	4		$178,917.12
Vendor **275 - Proforce Marketing Inc.**									

Accounts Payable Invoice Report

Payment Date Range 10/12/20 - 10/16/20
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
426466	PD - Supplies	Paid by Check #27753		10/09/2020	10/16/2020	10/16/2020		10/16/2020	177.81
		Vendor **275 - Proforce Marketing Inc.** Totals				Invoices	1		$177.81
Vendor **968 - Quic Shop Markets, Inc.**									
10535	CAR WASHES	Paid by Check #27754		10/05/2020	10/16/2020	10/16/2020		10/16/2020	12.00
		Vendor **968 - Quic Shop Markets, Inc.** Totals				Invoices	1		$12.00
Vendor **1690 - Rampage**									
793	Fy 20/21-Sportsplex-Skate park repairs	Paid by Check #27755		10/05/2020	10/16/2020	10/16/2020	10/06/2020	10/16/2020	3,090.00
		Vendor **1690 - Rampage** Totals				Invoices	1		$3,090.00
Vendor **612 - Johnny Rieke**									
State Medic 2020	Reimbursement	Paid by Check #27756		10/05/2020	10/16/2020	10/16/2020		10/16/2020	225.00
		Vendor **612 - Johnny Rieke** Totals				Invoices	1		$225.00
Vendor **46 - Self Help Enterprises**									
DIN18HM 09-20	18-HOME-12599	Paid by Check #27757		10/01/2020	10/16/2020	10/16/2020		10/16/2020	468.75
DINSP1020	2020 CDBG-CV1 APPLICATION	Paid by Check #27757		10/06/2020	10/16/2020	10/16/2020		10/16/2020	2,500.00
DINSP920	RECORDING FEES - #5507 MEDINA, THOMAS	Paid by Check #27757		10/06/2020	10/16/2020	10/16/2020		10/16/2020	220.00
		Vendor **46 - Self Help Enterprises** Totals				Invoices	3		$3,188.75
Vendor **10 - Smith Auto Parts**									
02IN096444	Vehicles	Paid by Check #27758		09/01/2020	10/16/2020	10/16/2020		10/16/2020	114.86
02IN096445	Vehicles	Paid by Check #27758		09/01/2020	10/16/2020	10/16/2020		10/16/2020	301.59
02IN096487	Vehicles	Paid by Check #27758		09/02/2020	10/16/2020	10/16/2020		10/16/2020	51.43
02IN096502	Vehicles	Paid by Check #27758		09/02/2020	10/16/2020	10/16/2020		10/16/2020	75.41
02IN096524	Vehicles	Paid by Check #27758		09/03/2020	10/16/2020	10/16/2020		10/16/2020	37.30
02IN096525	Vehicles	Paid by Check #27758		09/03/2020	10/16/2020	10/16/2020		10/16/2020	162.04
02IN096526	Vehicles	Paid by Check #27758		09/03/2020	10/16/2020	10/16/2020		10/16/2020	57.88
02IN096671	Vehicles	Paid by Check #27758		09/09/2020	10/16/2020	10/16/2020		10/16/2020	14.00
02IN096673	Vehicles	Paid by Check #27758		09/09/2020	10/16/2020	10/16/2020		10/16/2020	106.72
02IN096692	Vehicles	Paid by Check #27758		09/09/2020	10/16/2020	10/16/2020		10/16/2020	11.90
02IN096695	Vehicles	Paid by Check #27758		09/09/2020	10/16/2020	10/16/2020		10/16/2020	3.03
02IN096752	Vehicles	Paid by Check #27758		09/10/2020	10/16/2020	10/16/2020		10/16/2020	86.29
02IN096776	Vehicles	Paid by Check #27758		09/11/2020	10/16/2020	10/16/2020		10/16/2020	188.52
02IN096855	Vehicles	Paid by Check #27758		09/14/2020	10/16/2020	10/16/2020		10/16/2020	174.32
02IN096856	Vehicles	Paid by Check #27758		09/14/2020	10/16/2020	10/16/2020		10/16/2020	50.68
02IN096977	Vehicles	Paid by Check #27758		09/16/2020	10/16/2020	10/16/2020		10/16/2020	183.13
02IN096989	Vehicles	Paid by Check #27758		09/16/2020	10/16/2020	10/16/2020		10/16/2020	34.74
02IN096992	Vehicles	Paid by Check #27758		09/16/2020	10/16/2020	10/16/2020		10/16/2020	28.81
02CR012757	Vehicles	Paid by Check #27758		09/18/2020	10/16/2020	10/16/2020		10/16/2020	(535.89)
02IN097137	Vehicles	Paid by Check #27758		09/21/2020	10/16/2020	10/16/2020		10/16/2020	40.01

Accounts Payable Invoice Report

Payment Date Range 10/12/20 - 10/16/20
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
02IN097138	Vehicles	Paid by Check #27758		09/21/2020	10/16/2020	10/16/2020		10/16/2020	40.01
02IN097253	Vehicles	Paid by Check #27758		09/23/2020	10/16/2020	10/16/2020		10/16/2020	11.72
02IN097308	Vehicles	Paid by Check #27758		09/24/2020	10/16/2020	10/16/2020		10/16/2020	127.60
02IN097333	Vehicles	Paid by Check #27758		09/25/2020	10/16/2020	10/16/2020		10/16/2020	99.82
				Vendor **10 - Smith Auto Parts** Totals		Invoices	24		$1,465.92
Vendor **189 - Terminix International**									
400979888	Fy 20/21-CS-Mo pest control service for rec center	Paid by Check #27759		09/18/2020	10/16/2020	10/16/2020	10/09/2020	10/16/2020	70.00
				Vendor **189 - Terminix International** Totals		Invoices	1		$70.00
Vendor **261 - Thyssenkrupp Elevator Corp.**									
3005543701	Votech	Paid by Check #27760		10/01/2020	10/16/2020	10/16/2020		10/16/2020	523.04
				Vendor **261 - Thyssenkrupp Elevator Corp.** Totals		Invoices	1		$523.04
Vendor **426 - Tioga Solar**									
SLB-6844	Solar production for September 2020	Paid by Check #27761		09/30/2020	10/16/2020	10/16/2020		10/16/2020	28,990.45
				Vendor **426 - Tioga Solar** Totals		Invoices	1		$28,990.45
Vendor **1304 - TJKM**									
0050188	TJKM ATP Cycle 5 App	Paid by Check #27762		09/30/2020	10/16/2020	10/16/2020		10/16/2020	8,199.08
				Vendor **1304 - TJKM** Totals		Invoices	1		$8,199.08
Vendor **329 - Townsend Public Affairs**									
16382	Consulting Services	Paid by Check #27763		10/01/2020	10/16/2020	10/16/2020		10/16/2020	4,000.00
				Vendor **329 - Townsend Public Affairs** Totals		Invoices	1		$4,000.00
Vendor **1633 - Toyota Industries Commercial Finance, Inc.**									
4002882841	POLARIS LEASE	Paid by Check #27764		09/29/2020	10/16/2020	10/16/2020		10/16/2020	296.74
				Vendor **1633 - Toyota Industries Commercial Finance, Inc.** Totals		Invoices	1		$296.74
Vendor **902 - Tractor Supply Credit Plan**									
0027 9/29/20	Supplies	Paid by Check #27765		09/29/2020	10/16/2020	10/16/2020		10/16/2020	8.10
				Vendor **902 - Tractor Supply Credit Plan** Totals		Invoices	1		$8.10
Vendor **49 - Tulare County**									
217840003M	First Half 2020/21 Membership DIES	Paid by Check #27766		10/08/2020	10/16/2020	10/16/2020		10/16/2020	5,061.78
18115	DSC - Social Hall & Library Signs	Paid by Check #27767		10/06/2020	10/16/2020	10/16/2020		10/16/2020	53.88
21-020	PD - Radio Equipment Service/Installation New K9 Units	Paid by Check #27768		10/01/2020	10/16/2020	10/16/2020		10/16/2020	2,077.08
				Vendor **49 - Tulare County** Totals		Invoices	3		$7,192.74
Vendor **51 - Urban Futures Inc.**									

Accounts Payable Invoice Report

Payment Date Range 10/12/20 - 10/16/20
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
CD-2020-27	FY 19/20	Paid by Check #27769		06/08/2020	10/16/2020	10/16/2020		10/16/2020	175.00
CD-2020-90	FY 19/20	Paid by Check #27769		06/08/2020	10/16/2020	10/16/2020		10/16/2020	8,900.00
CD-2020-91	FY 19/20	Paid by Check #27769		06/08/2020	10/16/2020	10/16/2020		10/16/2020	6,100.00
		Vendor **51 - Urban Futures Inc.** Totals				Invoices		3	$15,175.00
Vendor **273 - US Bank**									
424850881	Contractual	Paid by Check #27771		09/25/2020	10/16/2020	10/16/2020		10/16/2020	2,975.07
424850691	ACCT# 530029 - PW COPIER	Paid by Check #27770		09/25/2020	10/16/2020	10/16/2020		10/16/2020	1,148.65
		Vendor **273 - US Bank** Totals				Invoices		2	$4,123.72
Vendor **359 - Valero Marketing & Supply Company**									
67981140	September 2020	Paid by Check #27773		10/06/2020	10/16/2020	10/16/2020		10/16/2020	3,823.11
67968012	PD - 09/07/2020 - 10/06/2020 Fuel Charges	Paid by Check #27772		10/06/2020	10/16/2020	10/16/2020		10/16/2020	7,130.45
		Vendor **359 - Valero Marketing & Supply Company** Totals				Invoices		2	$10,953.56
Vendor **297 - Vincent Communications, Inc.**									
80156	Battery	Paid by Check #27774		09/14/2020	10/16/2020	10/16/2020		10/16/2020	121.50
		Vendor **297 - Vincent Communications, Inc.** Totals				Invoices		1	$121.50
Vendor **27 - The Visalia Times-Delta**									
TD0054706 10/20	PD - 10/01/2020 - 10/31/2020	Paid by Check #27775		10/01/2020	10/16/2020	10/16/2020		10/16/2020	23.00
		Vendor **27 - The Visalia Times-Delta** Totals				Invoices		1	$23.00
Vendor **1689 - VSS International**									
20018227	VSS International SB1 Street Rehab Project	Paid by Check #27776		09/29/2020	10/16/2020	10/16/2020		10/16/2020	86,922.75
		Vendor **1689 - VSS International** Totals				Invoices		1	$86,922.75
Vendor **14 - W & E Electric**									
2009012	ADDED CIRCUITS TO 2 FIRE ALARM PANELS - PD	Paid by Check #27777		09/01/2020	10/16/2020	10/16/2020		10/16/2020	128.39
2009011	WWTP GO OVER REPAIRS NEEDED ON SEPTIC	Paid by Check #27777		09/03/2020	10/16/2020	10/16/2020		10/16/2020	90.00
2009045	WWTP CHECKED AERATOR	Paid by Check #27777		09/14/2020	10/16/2020	10/16/2020		10/16/2020	90.00
2009099	INSTALL UPGRADED VERSION SOFT START ON AERATOR #6 AT A BASIN	Paid by Check #27777		09/16/2020	10/16/2020	10/16/2020		10/16/2020	4,828.00
2009076	WORK DONE ON WELL 16	Paid by Check #27777		09/21/2020	10/16/2020	10/16/2020		10/16/2020	90.00
2009112	EL MONTE & GOLF COURSE - CAR ACCIDENT, DISCONNECT POWER TO ROAD	Paid by Check #27777		09/23/2020	10/16/2020	10/16/2020		10/16/2020	90.00
2009116	WWTP REPLACE 3 SOFT START	Paid by Check #27777		09/23/2020	10/16/2020	10/16/2020		10/16/2020	2,659.81
2009110	NEW SOFT START ON AERATOR 3 AT A BASIN	Paid by Check #27777		09/24/2020	10/16/2020	10/16/2020		10/16/2020	3,931.68

Accounts Payable Invoice Report

Payment Date Range 10/12/20 - 10/16/20
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
2009115	DISCONNECT POWER TO CLOCK, TULARE & L	Paid by Check #27777		09/24/2020	10/16/2020	10/16/2020		10/16/2020	90.00
2009111	AERATOR #1 AT A BASIN	Paid by Check #27777		09/25/2020	10/16/2020	10/16/2020		10/16/2020	90.00
2009113	CONNECTING POWER TO ALL AERATORS ON BOTH BASINS	Paid by Check #27777		09/28/2020	10/16/2020	10/16/2020		10/16/2020	1,518.51
		Vendor **14 - W & E Electric** Totals				Invoices	11		$13,606.39
Vendor **549 - Wal-Mart**									
2482 92420	WWTP BREAK ROOM SUPPLIES	Paid by Check #27778		09/24/2020	10/16/2020	10/16/2020		10/16/2020	106.04
		Vendor **549 - Wal-Mart** Totals				Invoices	1		$106.04
Vendor **1067 - Yamabe & Horn Engineering Inc.**									
44706	Y&H S College RR project	Paid by Check #27779		05/22/2020	10/16/2020	10/16/2020		10/16/2020	16,426.75
45103	Y&H Gen Eng Service	Paid by Check #27779		08/04/2020	10/16/2020	10/16/2020		10/16/2020	5,243.00
45407	Y&H City Projects	Paid by Check #27779		09/03/2020	10/16/2020	10/16/2020		10/16/2020	24,622.00
45418	Y&H Nehf Just Mini Storage United Health	Paid by Check #27779		09/03/2020	10/16/2020	10/16/2020		10/16/2020	735.00
45421	Y&H Subdivisions Eng Support	Paid by Check #27779		09/03/2020	10/16/2020	10/16/2020		10/16/2020	10,697.75
45427	Y&H Kamm And Greene	Paid by Check #27779		09/03/2020	10/16/2020	10/16/2020		10/16/2020	1,762.00
45428	Y&H S College RR project	Paid by Check #27779		09/03/2020	10/16/2020	10/16/2020		10/16/2020	12,909.00
45429	Y&H Alta Nebraska Roundabout Design	Paid by Check #27779		09/03/2020	10/16/2020	10/16/2020		10/16/2020	73.50
45430	Y&H Alta Nebraska Environmental	Paid by Check #27779		09/03/2020	10/16/2020	10/16/2020		10/16/2020	73.50
45431	Y&H Alta Nebraska ROW	Paid by Check #27779		09/03/2020	10/16/2020	10/16/2020		10/16/2020	404.25
45432	Y&H Kern Street Storm Drain project	Paid by Check #27779		09/03/2020	10/16/2020	10/16/2020		10/16/2020	23,271.25
45433	Y&H Roadway Segment	Paid by Check #27779		09/03/2020	10/16/2020	10/16/2020		10/16/2020	367.50
45434	Y&H Commercial Development NW Englehart	Paid by Check #27779		09/03/2020	10/16/2020	10/16/2020		10/16/2020	404.25
45435	Y&H Gen Eng Service	Paid by Check #27779		09/03/2020	10/16/2020	10/16/2020		10/16/2020	7,251.50
45436	Y&H Building Official	Paid by Check #27779		09/03/2020	10/16/2020	10/16/2020		10/16/2020	5,635.00
45437	Y&H Well 21 Test Well	Paid by Check #27779		09/03/2020	10/16/2020	10/16/2020		10/16/2020	220.50
		Vendor **1067 - Yamabe & Horn Engineering Inc.** Totals				Invoices	16		$110,096.75
Vendor **Ruiz Foods Products, Inc.**									
Refund Bus.Licen	Refund- Business License Overpayment	Paid by Check #27780		10/07/2020	10/16/2020	10/16/2020		10/16/2020	5,647.00
		Vendor **Ruiz Foods Products, Inc.** Totals				Invoices	1		$5,647.00
				Grand Totals		Invoices	188		$656,632.61

Accounts Payable Invoice Report

Payment Date Range 10/19/20 - 10/23/20
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor **385 - 4 Creeks, Inc.**									
20698	4 Creeks Dickey Ave Improv.	Paid by Check #27781		10/12/2020	10/23/2020	10/23/2020		10/23/2020	2,510.50
		Vendor **385 - 4 Creeks, Inc.** Totals				Invoices	1		$2,510.50
Vendor **811 - A.R. Transmission**									
I004795	WORK DONE ON U 31	Paid by Check #27782		10/12/2020	10/23/2020	10/23/2020		10/23/2020	1,584.54
		Vendor **811 - A.R. Transmission** Totals				Invoices	1		$1,584.54
Vendor **206 - ADT Security Services, Inc.**									
791628164	Fy 20/21-CS-Qtrly charges 11/1-1/21 for rec cent security servs	Paid by Check #27783		10/04/2020	10/23/2020	10/23/2020	10/15/2020	10/23/2020	161.07
791602433	SECURITY SERVICES FOR 110 S COLLEGE	Paid by Check #27783		10/04/2020	10/23/2020	10/23/2020		10/23/2020	160.44
791628125	SECURITY SERVICES FOR WWTP	Paid by Check #27783		10/04/2020	10/23/2020	10/23/2020		10/23/2020	179.07
792848917	SECURITY SERVICES FOR WWTP	Paid by Check #27783		10/13/2020	10/23/2020	10/23/2020		10/23/2020	172.23
		Vendor **206 - ADT Security Services, Inc.** Totals				Invoices	4		$672.81
Vendor **263 - Advantek Benefit Administrators**									
2010 0011	Contractual	Paid by Check #27785		09/25/2020	10/23/2020	10/23/2020		10/23/2020	9,000.00
10/9/20	Funding Request	Paid by Check #27784		10/09/2020	10/23/2020	10/23/2020		10/23/2020	18,991.40
10/16/20	Funding Request	Paid by Check #27784		10/16/2020	10/23/2020	10/23/2020		10/23/2020	9,625.35
		Vendor **263 - Advantek Benefit Administrators** Totals				Invoices	3		$37,616.75
Vendor **1599 - Adventist Health Toxicology**									
1290	PD - September Screening Services Charges	Paid by Check #27786		10/01/2020	10/23/2020	10/23/2020		10/23/2020	1,053.00
		Vendor **1599 - Adventist Health Toxicology** Totals				Invoices	1		$1,053.00
Vendor **351 - Anthem Blue Cross**									
000166405026	Tyler 141A75193	Paid by Check #27793		10/07/2020	10/23/2020	10/23/2020		10/23/2020	207.81
000166503970	Ramirez 992W01856	Paid by Check #27792		10/07/2020	10/23/2020	10/23/2020		10/23/2020	156.74
100576638I	Medders 975A79192	Paid by Check #27788		10/07/2020	10/23/2020	10/23/2020		10/23/2020	74.20
100581496I	Ramirez 010W01865	Paid by Check #27789		10/07/2020	10/23/2020	10/23/2020		10/23/2020	74.20
100582845I	Harman 532W04713	Paid by Check #27791		10/07/2020	10/23/2020	10/23/2020		10/23/2020	74.20
100595893I	Tyler 299A24237	Paid by Check #27790		10/07/2020	10/23/2020	10/23/2020		10/23/2020	77.80
100596237I	Magyar 792A24403	Paid by Check #27787		10/07/2020	10/23/2020	10/23/2020		10/23/2020	77.80
		Vendor **351 - Anthem Blue Cross** Totals				Invoices	7		$742.75
Vendor **145 - Arbitrage Compliance Specialists**									
1026488	Redevelopment Project No. 2	Paid by Check #27794		10/09/2020	10/23/2020	10/23/2020		10/23/2020	1,750.00
		Vendor **145 - Arbitrage Compliance Specialists** Totals				Invoices	1		$1,750.00
Vendor **17 - AT&T**									
250127196110/20	Telephone	Paid by Check #27801		10/01/2020	10/23/2020	10/23/2020		10/23/2020	74.25
939105474310/20	Telephone	Paid by Check #27800		10/02/2020	10/23/2020	10/23/2020		10/23/2020	69.53

Accounts Payable Invoice Report

Payment Date Range 10/19/20 - 10/23/20
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
939105447010/20	10/10/2020	Paid by Check #27795		10/11/2020	10/23/2020	10/23/2020		10/23/2020	21.81
939105447110/20	10/10/2020	Paid by Check #27798		10/11/2020	10/23/2020	10/23/2020		10/23/2020	20.16
939105447910/20	10/10/2020	Paid by Check #27797		10/11/2020	10/23/2020	10/23/2020		10/23/2020	21.81
939105474210/20	10/10/2020	Paid by Check #27799		10/11/2020	10/23/2020	10/23/2020		10/23/2020	105.70
939105446210/20	DSC Telephone 9/11/20 - 10/10/2020	Paid by Check #27796		10/11/2020	10/23/2020	10/23/2020		10/23/2020	71.17
		Vendor **17 - AT&T** Totals				Invoices	7		$384.43
Vendor **376 - BCS Consulting, LLC**									
2020119	IT Services	Paid by Check #27802		10/13/2020	10/23/2020	10/23/2020		10/23/2020	6,200.00
		Vendor **376 - BCS Consulting, LLC** Totals				Invoices	1		$6,200.00
Vendor **1675 - Best Western Americana**									
Conf #79448 10/6	10/6/2020	Paid by Check #27803		10/07/2020	10/23/2020	10/23/2020		10/23/2020	80.00
		Vendor **1675 - Best Western Americana** Totals				Invoices	1		$80.00
Vendor **116 - BSK Analytical Laboratories**									
AD20422	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #27804		10/09/2020	10/23/2020	10/23/2020		10/23/2020	13.00
AD20430	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #27804		10/09/2020	10/23/2020	10/23/2020		10/23/2020	144.00
		Vendor **116 - BSK Analytical Laboratories** Totals				Invoices	2		$157.00
Vendor **80 - California Business Machines**									
259960	PD - Copiers Maintenance Charges	Paid by Check #27805		10/09/2020	10/23/2020	10/23/2020		10/23/2020	335.35
		Vendor **80 - California Business Machines** Totals				Invoices	1		$335.35
Vendor **1192 - California Industrial Rubber Co.**									
F-040714	Cal Ind Rubber Wellfield proj	Paid by Check #27806		10/06/2020	10/23/2020	10/23/2020		10/23/2020	364.26
		Vendor **1192 - California Industrial Rubber Co.** Totals				Invoices	1		$364.26
Vendor **94 - California Public Employees Retirement**									
2021-00000140	31 - 457 - Employee CalPERS $*	Paid by EFT #1365		10/16/2020	10/19/2020	10/19/2020		10/19/2020	10,804.48
9/27-10/10/20	Payroll 9/27/20-10/10/20	Paid by EFT #1366		10/16/2020	10/19/2020	10/19/2020		10/19/2020	81,185.83
		Vendor **94 - California Public Employees Retirement** Totals				Invoices	2		$91,990.31
Vendor **381 - Cen Cal Distributing Inc.**									
244597	Contractual	Paid by Check #27807		09/01/2020	10/23/2020	10/23/2020		10/23/2020	3.00
244598	Contractual	Paid by Check #27807		09/18/2020	10/23/2020	10/23/2020		10/23/2020	42.50
		Vendor **381 - Cen Cal Distributing Inc.** Totals				Invoices	2		$45.50
Vendor **333 - Cintas Corporation No. 2**									
4060491951	Contractual	Paid by Check #27808		09/02/2020	10/23/2020	10/23/2020		10/23/2020	355.13
4060492004	Contractual	Paid by Check #27808		09/02/2020	10/23/2020	10/23/2020		10/23/2020	172.23

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
4060612149	Contractual	Paid by Check #27808		09/03/2020	10/23/2020	10/23/2020		10/23/2020	224.75
4060612199	Parks	Paid by Check #27808		09/03/2020	10/23/2020	10/23/2020		10/23/2020	87.18
4060612279	Contractual	Paid by Check #27808		09/03/2020	10/23/2020	10/23/2020		10/23/2020	59.63
4060612450	Contractual	Paid by Check #27808		09/03/2020	10/23/2020	10/23/2020		10/23/2020	284.52
4061055109	Contractual	Paid by Check #27808		09/09/2020	10/23/2020	10/23/2020		10/23/2020	120.88
4061055156	Contractual	Paid by Check #27808		09/09/2020	10/23/2020	10/23/2020		10/23/2020	87.93
4061055172	Contractual	Paid by Check #27808		09/09/2020	10/23/2020	10/23/2020		10/23/2020	23.56
4061055184	Contractual	Paid by Check #27808		09/09/2020	10/23/2020	10/23/2020		10/23/2020	333.21
4061213430	Contractual	Paid by Check #27808		09/10/2020	10/23/2020	10/23/2020		10/23/2020	59.63
4061213447	Parks	Paid by Check #27808		09/10/2020	10/23/2020	10/23/2020		10/23/2020	87.18
4061213526	Contractual	Paid by Check #27808		09/10/2020	10/23/2020	10/23/2020		10/23/2020	144.79
4061213595	Contractual	Paid by Check #27808		09/10/2020	10/23/2020	10/23/2020		10/23/2020	245.07
4061818889	Contractual	Paid by Check #27808		09/16/2020	10/23/2020	10/23/2020		10/23/2020	87.93
4061818982	Contractual	Paid by Check #27808		09/16/2020	10/23/2020	10/23/2020		10/23/2020	333.21
4061925040	Parks	Paid by Check #27808		09/17/2020	10/23/2020	10/23/2020		10/23/2020	87.18
4061925095	Contractual	Paid by Check #27808		09/17/2020	10/23/2020	10/23/2020		10/23/2020	144.79
4061925148	Contractual	Paid by Check #27808		09/17/2020	10/23/2020	10/23/2020		10/23/2020	59.63
4061925206	Contractual	Paid by Check #27808		09/17/2020	10/23/2020	10/23/2020		10/23/2020	349.68
4062437525	Contractual	Paid by Check #27808		09/23/2020	10/23/2020	10/23/2020		10/23/2020	23.56
4062437566	Contractual	Paid by Check #27808		09/23/2020	10/23/2020	10/23/2020		10/23/2020	88.42
4062437580	Contractual	Paid by Check #27808		09/23/2020	10/23/2020	10/23/2020		10/23/2020	333.21
4062437613	Contractual	Paid by Check #27808		09/23/2020	10/23/2020	10/23/2020		10/23/2020	286.65
4062569707	Contractual	Paid by Check #27808		09/24/2020	10/23/2020	10/23/2020		10/23/2020	144.95
4062569759	Contractual	Paid by Check #27808		09/24/2020	10/23/2020	10/23/2020		10/23/2020	59.96
4062569780	Parks	Paid by Check #27808		09/24/2020	10/23/2020	10/23/2020		10/23/2020	87.18
4062569830	Contractual	Paid by Check #27808		09/24/2020	10/23/2020	10/23/2020		10/23/2020	290.40
4063100566	Contractual	Paid by Check #27808		09/30/2020	10/23/2020	10/23/2020		10/23/2020	355.13
4063100656	Contractual	Paid by Check #27808		09/30/2020	10/23/2020	10/23/2020		10/23/2020	172.23
		Vendor **333 - Cintas Corporation No. 2** Totals				Invoices	30		$5,189.80
Vendor **972 - City of Sanger**									
IGT 39 - Dinuba	September 2020	Paid by Check #27809		10/09/2020	10/23/2020	10/23/2020		10/23/2020	427.75
		Vendor **972 - City of Sanger** Totals				Invoices	1		$427.75
Vendor **240 - Clean Cut Landscape Management Inc.**									
2737	September 2020	Paid by Check #27810		09/30/2020	10/23/2020	10/23/2020		10/23/2020	16,799.00
		Vendor **240 - Clean Cut Landscape Management Inc.** Totals				Invoices	1		$16,799.00
Vendor **1669 - Colantuono, Highsmith & Whatley, PC**									
44061	PG&E Coalition	Paid by Check #27811		10/07/2020	10/23/2020	10/23/2020		10/23/2020	555.18
		Vendor **1669 - Colantuono, Highsmith & Whatley, PC** Totals				Invoices	1		$555.18
Vendor **170 - Comcast**									

Accounts Payable Invoice Report

Payment Date Range 10/19/20 - 10/23/20
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
0135597 10/2/20	405 E El Monte	Paid by Check #27812		10/02/2020	10/23/2020	10/23/2020		10/23/2020	69.71
0160181 10/7/20	1088 E Kamm	Paid by Check #27814		10/07/2020	10/23/2020	10/23/2020		10/23/2020	32.26
0148178 10/12/20	680 Alta	Paid by Check #27813		10/12/2020	10/23/2020	10/23/2020		10/23/2020	325.30
		Vendor **170 - Comcast** Totals				Invoices		3	$427.27
Vendor **731 - Community Services & Employment Training, Inc.**									
SEFFS-DISRS-05	CSET SRTS ATP Project	Paid by Check #27815		10/16/2020	10/23/2020	10/23/2020		10/23/2020	1,605.03
		Vendor **731 - Community Services & Employment Training, Inc.** Totals				Invoices		1	$1,605.03
Vendor **1647 - Conservation Technix Inc.**									
929	Fy 20/21-Parks-City of Dinuba Parks Master Plan wrk for Sept. 20	Paid by Check #27816		10/01/2020	10/23/2020	10/23/2020	10/13/2020	10/23/2020	6,576.10
		Vendor **1647 - Conservation Technix Inc.** Totals				Invoices		1	$6,576.10
Vendor **77 - Department of Justice**									
472635	PD - September - Fingerprint Services Charges	Paid by Check #27817		10/05/2020	10/23/2020	10/23/2020		10/23/2020	32.00
475352	PD - Blood Alcohol Analysis / September 2020	Paid by Check #27817		10/06/2020	10/23/2020	10/23/2020		10/23/2020	105.00
		Vendor **77 - Department of Justice** Totals				Invoices		2	$137.00
Vendor **719 - Department of Motor Vehicles**									
123120 REG FEES	SE645986 VRMER	Paid by Check #27818		10/19/2020	10/23/2020	10/23/2020		10/23/2020	27.00
		Vendor **719 - Department of Motor Vehicles** Totals				Invoices		1	$27.00
Vendor **341 - Dinuba Tires LLC**									
72172	2 TIRES FOR BUS 5	Paid by Check #27819		10/13/2020	10/23/2020	10/23/2020		10/23/2020	760.00
		Vendor **341 - Dinuba Tires LLC** Totals				Invoices		1	$760.00
Vendor **69 - Don's Shoes**									
11039	BOOT ALLOWANCE - JUAN MEDINA	Paid by Check #27820		10/10/2020	10/23/2020	10/23/2020		10/23/2020	161.67
		Vendor **69 - Don's Shoes** Totals				Invoices		1	$161.67
Vendor **1506 - Enterprise FM Trust**									
FBN4054485	PD - Vehicles Lease	Paid by Check #27821		10/03/2020	10/23/2020	10/23/2020		10/23/2020	2,844.79
FBN4054872	FLEET LEASE PAYMENT	Paid by Check #27821		10/03/2020	10/23/2020	10/23/2020		10/23/2020	6,848.84
		Vendor **1506 - Enterprise FM Trust** Totals				Invoices		2	$9,693.63
Vendor **36 - Ewing Irrigation Products**									
12808017	Fy 20/21-Parks-Ryegrass blend seed/pvc irrig pipe	Paid by Check #27822		10/13/2020	10/23/2020	10/23/2020	10/19/2020	10/23/2020	151.26
		Vendor **36 - Ewing Irrigation Products** Totals				Invoices		1	$151.26
Vendor **1453 - Excel Telecommunications**									

Accounts Payable Invoice Report

Payment Date Range 10/19/20 - 10/23/20
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
1185131973	October 2020	Paid by Check #27823		10/11/2020	10/23/2020	10/23/2020		10/23/2020	24.28
		Vendor **1453 - Excel Telecommunications** Totals				Invoices	1		$24.28
Vendor **35 - Federal Express Corporation**									
7-126-16694	PW/PD	Paid by Check #27824		09/18/2020	10/23/2020	10/23/2020		10/23/2020	844.02
		Vendor **35 - Federal Express Corporation** Totals				Invoices	1		$844.02
Vendor **1244 - Fire Apparatus Solutions**									
17790	VALVE CONVERSION KIT FOR E 32	Paid by Check #27825		09/29/2020	10/23/2020	10/23/2020		10/23/2020	1,256.23
		Vendor **1244 - Fire Apparatus Solutions** Totals				Invoices	1		$1,256.23
Vendor **1518 - Formation Environmental, LLC**									
5831	REMEDIATION REVIEW, GAS N SAVE - JULY 2020	Paid by Check #27826		08/10/2020	10/23/2020	10/23/2020		10/23/2020	6,072.50
		Vendor **1518 - Formation Environmental, LLC** Totals				Invoices	1		$6,072.50
Vendor **1540 - G.E.T. Industries**									
235	PD - Supplies	Paid by Check #27827		10/15/2020	10/23/2020	10/23/2020		10/23/2020	1,351.41
		Vendor **1540 - G.E.T. Industries** Totals				Invoices	1		$1,351.41
Vendor **379 - Guardian EMS Products**									
7592	Supplies	Paid by Check #27828		10/14/2020	10/23/2020	10/23/2020		10/23/2020	882.59
7593	Supplies	Paid by Check #27828		10/14/2020	10/23/2020	10/23/2020		10/23/2020	15.47
		Vendor **379 - Guardian EMS Products** Totals				Invoices	2		$898.06
Vendor **496 - The Hanover Insurance Company**									
10/7/20	RHF A044134	Paid by Check #27829		10/07/2020	10/23/2020	10/23/2020		10/23/2020	10,414.90
		Vendor **496 - The Hanover Insurance Company** Totals				Invoices	1		$10,414.90
Vendor **1431 - Patricia Hartman**									
10/16/20	Anthem	Paid by Check #27830		10/16/2020	10/23/2020	10/23/2020		10/23/2020	74.20
		Vendor **1431 - Patricia Hartman** Totals				Invoices	1		$74.20
Vendor **139 - Henry Schein Inc.**									
83999015	Supplies	Paid by Check #27831		10/05/2020	10/23/2020	10/23/2020		10/23/2020	435.60
84485525	Supplies	Paid by Check #27831		10/13/2020	10/23/2020	10/23/2020		10/23/2020	428.99
		Vendor **139 - Henry Schein Inc.** Totals				Invoices	2		$864.59
Vendor **5 - Jorgensen & Co.**									
5905663	PD - Annual Service Fee	Paid by Check #27832		10/09/2020	10/23/2020	10/23/2020		10/23/2020	347.10
		Vendor **5 - Jorgensen & Co.** Totals				Invoices	1		$347.10
Vendor **1403 - Kings Industrial Occupational Medical Center, Inc.**									
93625	HEPATITIS B - JARED BUENO	Paid by Check #27833		10/06/2020	10/23/2020	10/23/2020		10/23/2020	100.00

Accounts Payable Invoice Report

Payment Date Range 10/19/20 - 10/23/20
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
	Vendor **1403 - Kings Industrial Occupational Medical Center, Inc.** Totals					Invoices	1		$100.00
Vendor **796 - L.N. Curtis & Sons**									
PINV568524	Morales PPE	Paid by Check #27834		06/18/2020	10/23/2020	10/23/2020		10/23/2020	2,228.59
	Vendor **796 - L.N. Curtis & Sons** Totals					Invoices	1		$2,228.59
Vendor **1445 - Loops Marketing**									
994	loops marketing Dinuba Logo wrap new equipment	Paid by Check #27835		10/14/2020	10/23/2020	10/23/2020		10/23/2020	565.00
	Vendor **1445 - Loops Marketing** Totals					Invoices	1		$565.00
Vendor **1457 - LSL CPA's**									
38383	FY 19/20 Audit	Paid by Check #27836		05/22/2020	10/23/2020	10/23/2020		10/23/2020	3,904.00
39297	2020 Government Audit	Paid by Check #27836		07/28/2020	10/23/2020	10/23/2020		10/23/2020	10,700.00
	Vendor **1457 - LSL CPA's** Totals					Invoices	2		$14,604.00
Vendor **1655 - Medline Industries, Inc.**									
1925787563	Supplies	Paid by Check #27837		09/30/2020	10/23/2020	10/23/2020		10/23/2020	408.05
1927382300	Supplies - Test Kits	Paid by Check #27837		10/14/2020	10/23/2020	10/23/2020		10/23/2020	3,100.39
	Vendor **1655 - Medline Industries, Inc.** Totals					Invoices	2		$3,508.44
Vendor **160 - Mid Valley Publishing Inc.**									
0321295-IN	Mid Valley BID PD Parking Lot	Paid by Check #27838		09/24/2020	10/23/2020	10/23/2020		10/23/2020	640.00
	Vendor **160 - Mid Valley Publishing Inc.** Totals					Invoices	1		$640.00
Vendor **88 - Municipal Maintenance Equipment Inc.**									
0153445-IN	WATER DEPT SUPPLIES	Paid by Check #27839		10/07/2020	10/23/2020	10/23/2020		10/23/2020	361.85
	Vendor **88 - Municipal Maintenance Equipment Inc.** Totals					Invoices	1		$361.85
Vendor **142 - Office Depot BSD**									
129918946001	Linda	Paid by Check #27840		10/08/2020	10/23/2020	10/23/2020		10/23/2020	118.55
128169510001	Maria/Lorena	Paid by Check #27840		10/06/2020	10/23/2020	10/23/2020		10/23/2020	347.67
127161257001	Supplies	Paid by Check #27840		09/30/2020	10/23/2020	10/23/2020		10/23/2020	217.26
	Vendor **142 - Office Depot BSD** Totals					Invoices	3		$683.48
Vendor **76 - Pacific Gas & Electric**									
2509717364210/20	Utilities	Paid by Check #27858		10/08/2020	10/23/2020	10/23/2020		10/23/2020	45.59
9624769219510/20	225 S L	Paid by Check #27859		10/08/2020	10/23/2020	10/23/2020		10/23/2020	131.67
3547447107110/20	October 2020	Paid by Check #27841		10/09/2020	10/23/2020	10/23/2020		10/23/2020	663.91
2848783828710/20	1455 Crawford	Paid by Check #27846		10/08/2020	10/23/2020	10/23/2020		10/23/2020	10.12
1693144969410/20	Kamm/Green	Paid by Check #27844		10/09/2020	10/23/2020	10/23/2020		10/23/2020	336.29
6021181187610/20	201 Uruapan	Paid by Check #27847		10/09/2020	10/23/2020	10/23/2020		10/23/2020	1,170.55
7748430711910/20	1133 College	Paid by Check #27849		10/09/2020	10/23/2020	10/23/2020		10/23/2020	18.59
9459141832510/20	Parks	Paid by Check #27850		10/09/2020	10/23/2020	10/23/2020		10/23/2020	9.87
2946520700810/20	Parks	Paid by Check #27845		10/12/2020	10/23/2020	10/23/2020		10/23/2020	201.48

Accounts Payable Invoice Report

Payment Date Range 10/19/20 - 10/23/20
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
7314274871110/20	Parks	Paid by Check #27848		10/12/2020	10/23/2020	10/23/2020		10/23/2020	2,554.02
6870376077410/20	PD - 09/08/2020 - 10/07/2020	Paid by Check #27842		10/08/2020	10/23/2020	10/23/2020		10/23/2020	20.92
5683054506910/20	PD - 09/08/2020 - 10/07/2020	Paid by Check #27843		10/09/2020	10/23/2020	10/23/2020		10/23/2020	6,204.47
1344455159510/20	Utilities	Paid by Check #27851		10/08/2020	10/23/2020	10/23/2020		10/23/2020	40.96
2104753778810/20	155 Merced	Paid by Check #27852		10/08/2020	10/23/2020	10/23/2020		10/23/2020	72.08
4475716051810/20	180 W Merced	Paid by Check #27853		10/08/2020	10/23/2020	10/23/2020		10/23/2020	621.05
6058049267010/20	148 M St	Paid by Check #27854		10/08/2020	10/23/2020	10/23/2020		10/23/2020	33.91
6308054466910/20	Utilities	Paid by Check #27855		10/08/2020	10/23/2020	10/23/2020		10/23/2020	9.86
7681012419810/20	180 W Merced	Paid by Check #27856		10/08/2020	10/23/2020	10/23/2020		10/23/2020	257.46
9750865237310/20	180 W Merced	Paid by Check #27857		10/08/2020	10/23/2020	10/23/2020		10/23/2020	67.62
		Vendor **76 - Pacific Gas & Electric** Totals				Invoices	19		$12,470.42
Vendor **124 - Reedley Veterinary Hospital**									
51	PD - September Services Charges	Paid by Check #27860		10/16/2020	10/23/2020	10/23/2020		10/23/2020	550.00
		Vendor **124 - Reedley Veterinary Hospital** Totals				Invoices	1		$550.00
Vendor **1691 - Silver & Wright LLP**									
26924	740 Harvard	Paid by Check #27861		09/01/2020	10/23/2020	10/23/2020		10/23/2020	2,347.33
27019	740 Harvard	Paid by Check #27861		10/01/2020	10/23/2020	10/23/2020		10/23/2020	9,913.52
		Vendor **1691 - Silver & Wright LLP** Totals				Invoices	2		$12,260.85
Vendor **431 - Sparkletts**									
5080520 101520	PD - Water Cooler	Paid by Check #27862		10/09/2020	10/23/2020	10/23/2020		10/23/2020	158.58
		Vendor **431 - Sparkletts** Totals				Invoices	1		$158.58
Vendor **247 - State Center Community College District**									
15521030	PD - Calixto Arias / Section 43669/Traffic Collision Inv.	Paid by Check #27863		09/09/2020	10/23/2020	10/23/2020		10/23/2020	176.00
		Vendor **247 - State Center Community College District** Totals				Invoices	1		$176.00
Vendor **214 - Stericycle, Inc.**									
3005293879	Supplies	Paid by Check #27864		11/01/2020	10/23/2020	10/23/2020		10/23/2020	130.68
		Vendor **214 - Stericycle, Inc.** Totals				Invoices	1		$130.68
Vendor **1447 - Monte Sylvester**									
10/16/20	Anthem	Paid by Check #27865		10/16/2020	10/23/2020	10/23/2020		10/23/2020	264.66
		Vendor **1447 - Monte Sylvester** Totals				Invoices	1		$264.66
Vendor **189 - Terminix International**									
400968818	405 E El Monte	Paid by Check #27866		09/30/2020	10/23/2020	10/23/2020		10/23/2020	60.00
		Vendor **189 - Terminix International** Totals				Invoices	1		$60.00
Vendor **1564 - The Home Depot Pro**									
577534290	CLEANING SUPPLIES	Paid by Check #27867		10/08/2020	10/23/2020	10/23/2020		10/23/2020	49.61

Accounts Payable Invoice Report

Payment Date Range 10/19/20 - 10/23/20
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
		Vendor **1564 - The Home Depot Pro** Totals				Invoices	1		$49.61
Vendor **1633 - Toyota Industries Commercial Finance, Inc.**									
4002905068	LITTER VACUUM LEASE PAYMENT	Paid by Check #27868		10/14/2020	10/23/2020	10/23/2020		10/23/2020	950.73
		Vendor **1633 - Toyota Industries Commercial Finance, Inc.** Totals				Invoices	1		$950.73
Vendor **1352 - Trizetto Provider Solutions, LLC**									
3U25102000	Contractual	Paid by Check #27869		10/01/2020	10/23/2020	10/23/2020		10/23/2020	396.39
		Vendor **1352 - Trizetto Provider Solutions, LLC** Totals				Invoices	1		$396.39
Vendor **49 - Tulare County**									
27769-21Qtr1	PD - Non-Custody Intake Program / 1st Quarter	Paid by Check #27870		10/09/2020	10/23/2020	10/23/2020		10/23/2020	3,949.79
		Vendor **49 - Tulare County** Totals				Invoices	1		$3,949.79
Vendor **1635 - Tuttle Tree Care & Maintenance**									
2007	Tuttle Tree Care Stump Removal concrete project	Paid by Check #27871		08/14/2020	10/23/2020	10/23/2020		10/23/2020	1,600.00
		Vendor **1635 - Tuttle Tree Care & Maintenance** Totals				Invoices	1		$1,600.00
Vendor **1577 - Union Pacific Railroad Company**									
90100314	Union Pacific RR S. College Project	Paid by Check #27872		09/18/2020	10/23/2020	10/23/2020		10/23/2020	146.51
		Vendor **1577 - Union Pacific Railroad Company** Totals				Invoices	1		$146.51
Vendor **192 - UNUM Life Insurance Company of America**									
11/1-11/30/20	0537123-001	Paid by Check #27873		10/12/2020	10/23/2020	10/23/2020		10/23/2020	10,563.56
		Vendor **192 - UNUM Life Insurance Company of America** Totals				Invoices	1		$10,563.56
Vendor **273 - US Bank**									
426194916	October 2020	Paid by Check #27874		10/09/2020	10/23/2020	10/23/2020		10/23/2020	126.98
		Vendor **273 - US Bank** Totals				Invoices	1		$126.98
Vendor **359 - Valero Marketing & Supply Company**									
67963841	PW	Paid by Check #27875		10/06/2020	10/23/2020	10/23/2020		10/23/2020	5,304.45
		Vendor **359 - Valero Marketing & Supply Company** Totals				Invoices	1		$5,304.45
Vendor **1434 - Vast Networks**									
23283	Internet	Paid by Check #27876		09/01/2020	10/23/2020	10/23/2020		10/23/2020	4,554.07
		Vendor **1434 - Vast Networks** Totals				Invoices	1		$4,554.07
Vendor **354 - Verizon Wireless**									
9864596432	PD - 09/11/2020 - 10/10/2020 Billing Charges	Paid by Check #27877		10/10/2020	10/23/2020	10/23/2020		10/23/2020	2,004.15
9864439579	Acct# 972514922-00001	Paid by Check #27878		10/07/2020	10/23/2020	10/23/2020		10/23/2020	492.51
		Vendor **354 - Verizon Wireless** Totals				Invoices	2		$2,496.66

Accounts Payable Invoice Report

Payment Date Range 10/19/20 - 10/23/20
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor **27 - The Visalia Times Delta**									
TD0029781 10/20	October 2020	Paid by Check #27879		10/01/2020	10/23/2020	10/23/2020		10/23/2020	23.00
		Vendor **27 - The Visalia Times Delta** Totals				Invoices	1		$23.00
Vendor **549 - Wal-Mart**									
2508 Oct. 3,2020	DSC WalMart Charges	Paid by Check #27880		10/03/2020	10/23/2020	10/23/2020		10/23/2020	113.34
2441 10/20	PD - Supplies	Paid by Check #27881		10/09/2020	10/23/2020	10/23/2020		10/23/2020	155.82
		Vendor **549 - Wal-Mart** Totals				Invoices	2		$269.16
Vendor **1688 - Zistos Corporation**									
IN-2000200	Repairs	Paid by Check #27882		10/13/2020	10/23/2020	10/23/2020		10/23/2020	471.00
		Vendor **1688 - Zistos Corporation** Totals				Invoices	1		$471.00
Vendor **347 - Zoll Data Systems**									
INV00070811	FireRMS Ent. 11/1/2020 - 1/31/2021	Paid by Check #27883		10/05/2020	10/23/2020	10/23/2020		10/23/2020	157.50
		Vendor **347 - Zoll Data Systems** Totals				Invoices	1		$157.50
		Grand Totals				Invoices	149		$289,967.14

City Council Staff Report

Department: POLICE SERVICES

October 27, 2020

To: Mayor and City Council

From: Devon Popovich, Chief of Police

Subject: Ordinance No. 2020-03 Amending the Dinuba Municipal Code Relating to the Public Safety Commission, Introduction and First Reading, Waive Reading in Full (DP)

RECOMMENDATION

For the City Council to conduct a public hearing and take the following action by one motion:

1. Introduce by title only, first reading waive reading in full, Ordinance 2020-03, amending Municipal Code Chapter 2.34, Sections 2.34.100, 2.34.110, and 2.34.120 relating to the Public Safety Commission.

2. Schedule a second reading and adoption of Ordinance No. 2020-03 for November 10, 2020.

EXECUTIVE SUMMARY

The Dinuba Police Department, in consultation with legal counsel, Liebert Cassidy Whitmore, recommends revising the Municipal Code sections related to the City's Public Safety Commission ("Commission") by revising Chapter 2, sections 2.34.100, 2.34.110, and 2.34.120 pertaining to the Commission's duties and responsibilities. The primary purpose of these revisions is to ensure that the duties of the Commission are consistent with the provisions of the City Charter and compliant with current statutory requirements for public safety employees that will protect the City and Commission from liability.

OUTSTANDING ISSUES

There are no outstanding issues known to be associated with this action.

DISCUSSION

On June 23, 2015, the City Council adopted Ordinance No. 2015-06 consolidating the Measure F Citizens Oversight Committee and the Police Advisory Commission into the Public Safety Commission. The Citizens Oversight Committee was established in 2005 to oversee the Measure F Public Safety Sales Tax Initiative. The Policy Advisory Commission was formed in 1999 to serve as a liaison between the community and public safety services.

The Ordinance No. 2015-16, however, was not revised to reflect consistency with the City Charter and current statutory rights afforded to public safety employees pursuant to the
Public Safety Officers Procedural Bill of Rights Act (Gov. Code, § 3300, et. seq.) ("POBR") and the Firefighters Procedural Bill of Rights Act (Gov. Code, § 3250, et. seq.) ("FBOR").

First, the City's Charter states the Public Safety Commission is solely "advisory to the Council, and may not exercise any administrative or management powers." (City Charter, Section 4.06.) The ordinance as written is inconsistent with the City Charter approved by the voters. Any changes to the City Charter require voter approval.

Second, the existing Municipal Code section 2.31.110, allows the Commission to exercise broad investigatory functions into "police misconduct" that conflicts with established procedures for internal investigation procedures consistent with statutory protections under POBR and FOBR. The Police and Fire Departments have specialized divisions, training and legal counsel to handle complaints of employee misconduct to ensure investigations are handled in accordance with POBR and FBOR in order to avoid exposure to liability.

The proposed Ordinance No. 2020-03 continues to give the Commission the ability to bring forth complaints of misconduct against public safety employees, review and comment on current policies and procedures of the Dinuba Police or Fire Department, ensure that Public Safety Sales Tax revenues are expenses consistent with Measure F, and serve as a liaison between the community and public safety services.

Should the City Council approve the first reading and introduction of Ordinance No. 2020-03, the second reading and adoption will be scheduled for Oct. 10, 2020.

FISCAL IMPACT

There are no fiscal impacts associated with the recommended actions.

PUBLIC HEARING

A notice of public hearing was published in the Mid-Valley Times on October 15, 2020.

ATTACHMENTS:

Attachment A - Draft Ordinance No. 2020-03
Attachment B - Proposed Summary Ordinance for Publication
Attachment C - Draft of Proposed Changes to Sections 2.34.100, 2.34.110, and 2.34.120
Attachment D - Copy of Existing Sections 2.34.100, 2.34.110, and 2.34.120 of the City's Municipal Code

ATTACHMENT A

ORDINANCE 2020-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DINUBA AMENDING THE DINUBA MUNICIPAL CODE TITLE 2, CHAPTER 2.34 BY AMENDING SECTION 2.34.100, 2.34.110, AND 2.34.120 REGARDING THE PUBLIC SAFETY COMMISSION AND PROVIDING FOR THE ENACTMENT, PUBLICATION AND EFFECTIVE DATE THEREOF

NOW THEREFORE, the City Council of the City of Dinuba does ordain as follows:

SECTION 1:

(a) The Public Safety Commission duties and responsibilities, as set forth in Chapter 2, sections 2.34.100, 2.34.110, and 2.34.120, need to be revised to eliminate duties that interfere with the rights of police officers and firefighters of the City of Dinuba.

(b) The proposed amendments also remedy the inconsistency between the Commission's authority under the Municipal Code with the Commission's advisory limitations, as set forth in the City's Charter.

(c) On October 27, 2020, upon introduction of this ordinance, the City Council reviewed the proposed amendments and held a public hearing to consider public comments on the proposed amendments.

SECTION 2:

(a) Chapter 2, section 2.34.100, and 2.34.120 are hereby revised consistent with Exhibit "A" to this ordinance.

(b) The revisions proposed for Chapter 2 of the Dinuba Municipal Code shall take effect on the effective date of this ordinance.

SECTION 3:

Each of the provisions of this ordinance is severable from all other provisions. If any article, section, subsection, paragraph, sentence, clause, or phrase of this ordinance is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 4:

The City Clerk is hereby directed to cause a summary of this Ordinance to be published in a newspaper of general circulation in the community at least five (5) days prior to adoption and again fifteen (15) days after its adoption. If a summary of the ordinance is published, then the City Clerk shall cause a certified copy of the full text of the proposed ordinance to be posted in the office of the City Clerk at least five (5) days prior to the Council meeting at which the ordinance is adopted and against after the meeting at which the ordinance is adopted. The summary shall be approved by the City Attorney.

This ordinance shall take effect and be in full force thirty (30) days from and after its adoption.

The foregoing Ordinance 2020-03 introduced at a regular meeting of the City Council of the City of Dinuba on the _____ day of __________, 20_____, and adopted and approved by the City Council of the City of Dinuba on this ________ day of _________, 20____by the following vote:

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

________________________________,
Mayor of the City of Dinuba

ATTEST:

____
City Clerk

ATTACHMENT B

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a public hearing is scheduled to be held on Tuesday, October 27, 2020, to consider a proposed Ordinance repeal and amendment to the Public Safety Commission section within Title 2, Chapter 2.34.

CITY OF DINUBA
ORDINANCE NO. 2020-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DINUBA TO REPEAL AND AMEND CHAPTER 2.34 OF THE DINUBA MUNICIPAL CODE; PROVIDING FOR THE ENACTMENT, PUBLICATION AND EFFECTIVE DATE THEREOF

ORDINANCE SUMMARY

This ordinance amends the Public Safety Commission duties by revising Chapter 2, sections 2.34.100, 2.34.110, and 2.34.120, of the City of Dinuba Municipal Code pertaining to the duties and responsibilities of the City's Public Safety Commission ("Commission"). The primary purpose of these revisions is to eliminate Commission duties that interfere with the rights of employees, particularly police officers and firefighters, that may expose the City to liability. The proposed amendments also remedy the inconsistency between the Commission's authority under the current Municipal Code sections with the Commission's advisory limitations, as set forth in the City's Charter.

PUBLIC HEARING

DATE: October 27, 2020

TIME: 6:30 p.m. or as soon as possible thereafter

PLACE: Due to Covid-19 restrictions, the meeting will be teleconferenced. If anyone wishes to correspond with the City Council in regard to this matter, please do so via email at info@dinuba.ca.gov by 5:00 pm on October 27, 2020. Please visit www.dinuba.org for more information concerning City Council meetings.

ALL INTERESTED PARTIES are invited to attend said HEARING to discuss the proposed revisions.

A full copy of the proposed ordinance is available for viewing at the City Clerk's office, Dinuba City Hall, 405 E El Monte Way, Dinuba CA (559) 591-5900.

ATTEST: City Clerk
Publish: Mid-Valley Times, October 15, 2020

ATTACHMENT C

DRAFT OF PROPOSED REVISIONS TO CHAPTER 2, SECTIONS 2.34.100, 2.34.110, AND 2.34.120 PUBLIC SAFETY COMMISSION

Sections:

2.34.100 Rules & Regulations

2.34.110 Duties & Responsibilities

2.34.120 Abstention from Voting

2.34.100 Rules & Regulations

Where there are no existing rules or regulations, rules and regulations for the conduct of meeting of the city council for the city of Dinuba shall apply when not in conflict with the purposes of this commission. Where none of these rules applies, and except where modified by any other rules adopted by the commission, the Robert's Rules of Order shall apply. All acts and decisions, rules and recommendations of the commission shall be subject to the approval of the city council.

2.34.110 Duties & Responsibilities

A. Provide a public forum to receive concerns, complaints and commendations regarding the Police or Fire Department.

B. Receive and forward to the Chief of Police or Fire Chief allegations of police or fire misconduct, so that allegations are investigated by the respective Department.

C. To review and comment on current policies and procedures of the Dinuba Police or Fire Department.

D. To assist in community outreach efforts and foster community education and engagement that pertain to public safety.

E. Review and make recommendations to the City Council regarding the expenditure of Measure "F" funds.

F. Perform all other functions necessary to perform the citizen oversight on Measure "F" funds.

2.34.120 Abstention from Voting

A commission member shall abstain from voting in the following situations:

A. If the commission member has any financial or other interest in the matter;

B. If the commission members is a relative within the second degree of any sworn officer who is the subject of any investigation by the commission.

ATTACHMENT D

DINUBA MUNICIPAL CODE – COPY OF EXISTING SECTIONS 2.34.100, 2.34.110, AND 2.34.120

2.34.100 Rules and regulations.

Where there are no existing rules or regulations, rules and regulations for the conduct of meeting of the city council for the city of Dinuba shall apply when not in conflict with the purposes of this commission. Where none of these rules applies, and except where modified by any other rules adopted by the commission, the Robert's Rules of Order shall apply. All acts and decisions, rules and recommendations of the commission shall be subject to the approval of the city manager. (Ord. 2015-07 § **2** (part), 2015)

2.34.110 Duties and responsibilities.

The public safety commission shall:

A. Receive and, in its discretion, administrate and investigate allegations of police misconduct, with emphasis on excessive force, false arrests, complaints of discrimination, and/or sexual harassment;

B. When necessary, to conduct evidentiary hearings on allegations of police misconduct;

C. Make recommendations concerning allegations of misconduct to the city manager, who shall have the final discipline authority;

D. Recommend modifications, deletions, and additions to rules and regulations for the purpose of advising the city manager as to police procedures, regulations, and policies;

E. Subpoena and require the attendance of witnesses, and the production of books and papers, pertinent to the investigation and to administer oaths of such witnesses to the extent permissible by law;

F. To recommend to the city manager such changes to policies, procedures, and regulations regarding the commission's duties and responsibilities as necessary in the commission's discretion;

G. To promulgate rules and regulations to ensure confidentiality of the information and materials that are within the commission's jurisdiction;

H. Review and make decisions regarding the expenditure of Measure "F" funds;

I. Perform all other functions necessary to perform the citizen oversight on Measure "F" funds. (Ord. 2015-07 § **2** (part), 2015)

2.34.120 Abstention from voting.

A commission member shall abstain from voting in the following situations:

A. Where the commission member has not heard all of the evidence presented at a hearing or any continued hearing/meeting or otherwise, unless the commission member has read a transcript, tape, or written record of the previously introduced evidence;

B. If the commission member has any financial or other interest in the matter;

C. If the commission member is a relative within the second degree of any sworn officer who is the subject of any investigation by the commission. (Ord. 2015-07 § **2** (part), 2015)