



# DINUBA CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, March 8, 2016  
6:30 PM

Dinuba City Hall  
405 East El Monte Way

AGENDA PACKET AVAILABLE FOR  
REVIEW 72 HOURS PRIOR TO  
THE CITY COUNCIL MEETING AT  
THE CITY CLERK'S OFFICE AND  
ON THE CITY WEBSITE AT  
[www.dinuba.org](http://www.dinuba.org)

ALL ATTENDEES ARE ADVISED THAT  
ELECTRONIC DEVICES SHOULD BE  
POWERED OFF UPON ENTERING THE  
COUNCIL CHAMBERS, AS THESE  
DEVICES INTERFERE WITH AUDIO  
EQUIPMENT.

District 1	District 2	District 3	District 4	District 5
Emilio Morales	Maribel Reynosa	Scott Harness	Kuldip Thusu	Mike Smith
Mayor	Council Member	Vice Mayor	Council Member	Council Member

**1. OPENING CEREMONIES – 6:30 pm**

- 1.1. Welcome & Call to Order – Mayor
- 1.2. Invocation
- 1.3. Pledge of Allegiance

**2. AGENDA CHANGES OR DELETIONS**

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

**3. REQUEST TO ADDRESS COUNCIL**

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

**4. CONSENT CALENDAR**

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

**4.1. SUBJECT: Meeting Minutes for February 23, 2016 (LB)**

**RECOMMENDATION: City Council to review draft minutes and adopt as final.**

**4.2. SUBJECT: Master Development Schedule (DU)**

**RECOMMENDATION: Information item only.**

**4. CONSENT CALENDAR (continued)**

**4.3. SUBJECT:** Bi-weekly update of West El Monte Widening Project (DU)

**RECOMMENDATION:** Information item only.

**4.4. SUBJECT:** Acceptance of Meeting Minutes from City Commissions(s): Dinuba Economic Development Commission, February 4, 2016.

**RECOMMENDATION:** Council to accept adopted Commission minutes.

**4.5. SUBJECT:** American Cancer Society Relay for Life Proclamation 2016-01 (LB)

**RECOMMENDATION:** Council Adopt Proclamation 2016-01 Recognizing the American Cancer Society Relay for Life event in Dinuba.

**4.6. SUBJECT:** Resolution No. 2016-11 Amending City of Dinuba Drug and Alcohol Regulations Policy (JA)

**RECOMMENDATION:** Council adopt Resolution No. 2016-11 amending the City of Dinuba Drug and Alcohol Regulations Policy.

**4.7. SUBJECT:** Participation in the Tulare County Transit Military Discount Program (BB)

**RECOMMENDATION:** Council authorize City of Dinuba to participate in the Tulare County Transit Military Discount Program to reduce transit fares for eligible military personnel and their families.

**5. WARRANT REGISTER**

**5.1. SUBJECT:** Approval of Warrants for February 26 and March 4, 2016 (CC)

**RECOMMENDATION:** Council to review and approve warrants as presented.

**6. DEPARTMENT REPORTS**

**6.1. SUBJECT:** Appointments to City Commissions (JA)

**RECOMMENDATION:** Council to make appointments to the following commissions:

1. Planning Commission: Appoint Luis Mendoza (District 1) to serve a three year term.
2. Historic Preservation Commission: Appoint Maribel Sorensen (at-large) to serve a three year term.

**6.2. SUBJECT:** Request from the Leadership Northern Tulare County for Co-sponsorship of the annual Cinco de Mayo Festival at Rose Ann Vuich Park on May 5<sup>th</sup> through May 8<sup>th</sup> 2016. (JC)

**RECOMMENDATION:** Council approves co-sponsorship of the annual Cinco de Mayo Festival at Rose Ann Vuich on May 5th through May 8th 2016.

**6. DEPARTMENT REPORTS (continued)**

- 6.3. SUBJECT:** Donation in honor of Fallen Tulare County Deputy Sheriff Scott Ballantyne and Tulare County Sheriff Pilot James Chavez. (JA)

**RECOMMENDATION:** Council consider making a donation to the Tulare County Deputy Sheriff's Association on behalf of the Chavez' family and for the Deputy Scott Ballantyne Memorial Scholarship.

- 6.4. SUBJECT:** Award of Bid to RMC Enterprises for the Dinuba Transit Center Tenant Improvements in the amount of \$106,375. (DU)

**RECOMMENDATION:** Council award bid to RMC Enterprises for the Dinuba Transit Center Tenant Improvements in the amount of \$106,375 and authorize the City Engineer to execute the Construction Contract.

- 6.5. SUBJECT:** Award of Bid to JT2, Inc. dba Todd Companies for the Demolition of Existing Restrooms and Site Improvements at Gregory and Roosevelt Parks. (DU)

**RECOMMENDATION:** Council award construction contract to JT2, Inc. dba Todd Companies for the demolition of existing restrooms and site improvements at Gregory and Roosevelt Parks in the amount of \$50,350.

- 6.6. SUBJECT:** Request for Gold Level Sponsorship in the amount of \$2,000 for the Annual Dinuba Chamber of Commerce Golf Tournament. (CC)

**RECOMMENDATION:** Council approve Gold Level Sponsorship in the amount of \$2,000 for the 8th Annual Dinuba Chamber of Commerce Golf Tournament at Ridge Creek.

- 6.7. SUBJECT:** Request from Jerry Segura to Initiate Proceedings to Abandon a Portion of an Alleyway. (DU)

**RECOMMENDATION:** Council authorize staff to initiate proceedings to abandon (vacate) a portion of an existing alleyway consisting of approximately 140 linear ft. west of First Street between Academy Avenue and E. Golden Way.

- 6.8. SUBJECT:** Purchase and Sale Agreement with Woodside Homes for the development of Ridge Creek Ranch Subdivision (APNs 012-240-033, 035, 039 and portions of APNs 012-230-048, 50 and APN 012-240-034) (DU)

**RECOMMENDATION:** Council approve the Purchase and Sale Agreement between the City of Dinuba and Woodside Homes for the development of the Ridge Creek Ranch Subdivision and authorize the City Manager to execute the agreement and open escrow.

**7. MAYOR/COUNCIL REPORTS**

- 7.1.** Items from Mayor.  
**7.2.** Items from Council.

**8. CITY MANAGER/STAFF COMMUNICATIONS**

- 8.1. Annual Spring Fling Event, March 19, 2016 from 11 am -1 pm.
- 8.2. Annual Pull for the Cure Event, April 16, 2016 at 11 am.
- 8.3. Baseball Opening Day Ceremonies, April 9, 2016 at 10 am.

**9. ADJOURNMENT**



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Linda Barkley, Deputy City Clerk

This is to certify that this agenda was posted at Dinuba City Hall, Dinuba Transit Center and the Dinuba Police Department by 5:30 p.m., March 4, 2016. A citizens' packet agenda regarding this agenda is available at City Hall, 405 City Hall East El Monte Way, Dinuba, CA.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Deputy City Clerk at (559) 591-5900 or [lbarkley@dinuba.ca.gov](mailto:lbarkley@dinuba.ca.gov). Notification 48 hours prior to the meeting will enable City staff to make reasonable arrangements (28 CFR 35.102-35.104 ADA Title II)

Esto es para certificar que este programa fue publicada en Dinuba City Hall, Dinuba Transit Center y el Departamento de Policía antes de 5:30 pm, 4 de marzo de 2016. El paquete del programa los ciudadanos respecto a este programa se encuentra disponible en 405 East El Monte Way, Dinuba, CA.

En cumplimiento de la Ley de Estadounidenses con Discapacidades, si usted necesita asistencia especial para participar en esta reunión, por favor póngase en contacto con el diputado Secretaria de la ciudad al (559) 591-5900 o [lbarkley@dinuba.ca.gov](mailto:lbarkley@dinuba.ca.gov). Notificación 48 horas antes de la reunión permitirá que personal de la ciudad para hacer arreglos razonables.

559.591.5900 / FAX 559.591.5902 .

e-mail address: [info@dinuba.ca.gov](mailto:info@dinuba.ca.gov)

. [www.dinuba.org](http://www.dinuba.org)

**COUNCIL MEMBERS PRESENT:** Reynosa, Smith, Morales, Harness, Thusu

**STAFF MEMBERS PRESENT:** Aguirre, Barkley, Beltran, Carrillo, Cook, James, McCloskey, Patlan, Popovich, Thompson

**1. OPENING CEREMONIES – 6:30 pm**

**1.1. Welcome & Call to Order – Mayor**

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

**1.2. Invocation**

Chaplain Sussee led the invocation.

**1.3. Pledge of Allegiance**

Building Official Hartley 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**

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Roger Wadzatskey was present to speak to the Council in regard to a commodity business about 2000 feet northwest outside the city limits. Wadzatskey said the trains transporting the products to the plant causing the roads to be blocked for as long as one hour at a time. He cited Avenue 424 and Road 72 is where the railway crosses and the trains stop. Wadzatskey reported the trains use their horns day and night. Wadzatskey requested that someone representing the City's interests be present at a public hearing scheduled on February 24 at the Tulare County Planning Commission meeting.

City Manager Patlan said Planner Tech Carrillo will be present at the County Planning Commission's public hearing.

Mayor Morales stated that two individuals from the Tulare County Sheriff's office lost their lives in a helicopter crash recently. He requested the Council consider a donation in honor of their memory.

City Manager Patlan said the item will be placed on the agenda next Council meeting in for Council consideration.

**4. CONSENT CALENDAR**

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**4.1. SUBJECT:** Meeting Minutes for February 9, 2016 (LB)

**RECOMMENDATION:** City Council to review draft minutes and adopt as final.

**4.2. SUBJECT:** Historic Preservation Commission Meeting Minutes for January 11, 2016

**RECOMMENDATION:** City Council to accept approved minutes.

**4.3. SUBJECT:** Bi-weekly update of West El Monte Widening Project (DU)

**RECOMMENDATION:** Information item only.

A motion was made by Council Member Smith, second by Vice Mayor Harness, to approve the Consent Calendar as presented.

AYES: Reynosa, Smith, Morales, Harness, Thusu  
NOES: None  
ABSTAIN: None  
ABSENT: None

**5. WARRANT REGISTER**

**5.1. SUBJECT:** Approval of Warrants for February 12; 19, 2016

**RECOMMENDATION:** Council to review and approve warrants as presented.

A motion was made by Vice Mayor Harness, second by Council Member Smith, to approve the Warrant Register.

AYES: Reynosa, Smith, Morales, Harness, Thusu  
NOES: None  
ABSTAIN: None  
ABSENT: None

**6. DEPARTMENT REPORTS**

- 6.1. SUBJECT:** Resolution No. 2016-08 Authorizing Application for CalRecycle Payment Programs (BB)

**RECOMMENDATION:** Council adopts Resolution No. 2016-08 approving submittal of application for CalRecycle Payment Programs and authorizing the City Manager or designee to execute any and all documents related to the program.

Director Beltran asked the council to authorize execution of documents related to the CalRecycle Payment Programs.

A motion was made by Council Member Smith, second by Vice Mayor Harness to adopt Resolution 2016-08.

AYES: Reynosa, Smith, Morales, Harness, Thusu  
NOES: None  
ABSTAIN: None  
ABSENT: None

- 6.2. SUBJECT:** Dinuba High School Medical Academy Health Careers Affiliation Agreement (CT)

**RECOMMENDATION:** Council approves participation in the Dinuba High School Medical Academy Health Careers Affiliation Agreement and authorizes the Fire Chief to execute the Agreement.

Chief Thompson presented an item in regard to the Medical Academy Health Careers Affiliation Agreement and requested that the City Council authorize the Fire Chief to execute the agreement.

A motion was made by Council Member Thusu, second by Council Member Reynosa, to authorize the Fire Chief to execute the agreement.

AYES: Reynosa, Smith, Morales, Harness, Thusu  
NOES: None  
ABSTAIN: None  
ABSENT: None

- 6.3. SUBJECT:** Rejection of Bids for the Roosevelt Park Sports Lighting Project (DU)

**RECOMMENDATION:** Council reject bid proposals for the installation of the Roosevelt Park Sports Lighting Project.

Associate Engineer Aguirre presented a request to reject bid proposals for the installation of lighting at Roosevelt Sports Park citing ADA improvements to the Community Center were a higher priority. Staff requested that the State approve an amendment to the scope of the grant to include ADA improvements in lieu of ballfield lighting; the State agreed.

A motion was made by Council Member Smith, second by Council Member Reynosa, to reject bid proposals for the installation of the Roosevelt Park Sports Lighting Project.

AYES: Reynosa, Smith, Morales, Harness, Thusu  
NOES: None  
ABSTAIN: None  
ABSENT: None

**6.4. SUBJECT:** Collection of Utility Users Tax (UUT) on Prepaid Phone Service (CC)

**RECOMMENDATION:** Council consider canceling the agreement with the State Board of Equalization (BOE) for the collection of utility users' tax charges on prepaid mobile telephone services.

Director Cook said this is a request authorization to cancel the UUT charges on prepaid mobile telephone services. In Tulare County only Tulare and Dinuba collect that UUT. A concern was raised that collection of the UUT would present an unfair shift on local businesses. He referred to State regulation that went into effect in January 2016. Cook said the current surcharge is 6.5%.

Robert Cervantes spoke in opposition of the City's Utility Users Tax.

A motion was made by Council Member Smith, second by Council Member Thusu, to cancel he agreement with the State Board of Equalization (BOE) for the collection of utility users' tax charges on prepaid mobile telephone services.

AYES: Reynosa, Smith, Morales, Harness, Thusu  
NOES: None  
ABSTAIN: None  
ABSENT: None

Vice Mayor Harness commented in regard to an earlier statement by Robert Cervantes that there was no misunderstanding on how the UUT is collected nor how it was written.

**6.5. SUBJECT:** Request for Approval of Installation of Handicap Parking Along Sierra Way (BB)

**RECOMMENDATION:** Council adopts Resolution No. 2016-10 approving the designation of a handicap parking space on Sierra Way in front of the Dinuba High School (DHS) South Campus offices.

Director Beltran presented the request for approval of a handicap parking space on Sierra Way in front of Dinuba High School South Campus offices.

A motion was made by Council Member Smith, second by Vice Mayor Harness, to adopt Resolution 2016-10 as presented.

AYES: Reynosa, Smith, Morales, Harness, Thusu  
NOES: None  
ABSTAIN: None  
ABSENT: None

**6.6. SUBJECT:** First Annual Blessing of the Bikes Event on April 9, 2016 (BB)

**RECOMMENDATION:** Council receive information on the first annual Blessing of the Bikes event in Dinuba on April 9, 2016.

Director Beltran said the Council need not approve the request as it is presented for informational purposes only. She noted this is the first time the event will occur in Dinuba.

**6.7. SUBJECT:** Selection of HEDRON Architecture for the design of Fire Station No. 2 (CT)

**RECOMMENDATION:** Council select HEDRON Architecture for the design of Fire Station No. 2, direct staff to prepare an Agreement for Professional Services, and authorize the City Manager or designee to execute the Agreement.

Chief Thompson presented a request that the Council direct staff to prepare an agreement for professional services and authorize the City Manager or designee to execute the agreement with HEDRON Architecture.

A motion was made by Council Member Thusu, second by Council Member Smith to direct staff to prepare an agreement for professional services and authorize the City Manager or designee to execute the agreement with HEDRON Architecture.

AYES: Reynosa, Smith, Morales, Harness, Thusu  
NOES: None  
ABSTAIN: None  
ABSENT: None

## **7. MAYOR/COUNCIL REPORTS**

**7.1.** Items from Mayor.

Mayor Morales said he attended the League Division meeting in Visalia earlier this month.

**7.2.** Items from Council Members.

Vice Mayor Harness only some of the crosswalks are visibly painted on Crawford traveling west on Sierra Way. He asked staff to look at the crosswalks and to look at the crosswalks around schools. He noted there are many traffic jams around schools.

Harness asked that the Tree Ordinance be reviewed. He noted there are many old trees growing in sidewalks that have lifted concrete and have become a danger.

Council Member Thusu said he attended the League Division meeting.

Thusu commented that trains do pose a problem as Mr. Wazdatskey noted earlier in the meeting.

Council Member Smith said he attended the Seniors' luncheon.

**8. CITY MANAGER/STAFF COMMUNICATIONS**

**8.1. Items from City Manager.**

City Manager Patlan reported that there will be a Tulare County EDC Board Meeting tomorrow at 7:30 am hosted by Dinuba.

Patlan said the Dinuba Senior Board will meet with him next week to discuss the Senior Center's future.

**8.2. City of Dinuba Spring Fling Event, March 19, 2016, Roosevelt Park (JC)**

Director Carrillo stated information in regard to the annual Spring Fling event which will be held at Roosevelt Park.

**9. ADJOURNMENT**

The meeting adjourned at 7:38 pm.

\_\_\_\_\_  
Emilio Morales, Mayor

ATTEST:

\_\_\_\_\_  
Linda Barkley, Deputy City Clerk



DEVELOPMENT	LOCATION	ANNEXED? DATE RATIFIED	PRE- TENTATIVE MAP	DRC	PLANNING COMMISSION TENTATIVE MAP	CITY COUNCIL TENTATIVE MAP	DEVELOP. AGREE.	BONDS/ perform pymnt maint	CITY COUNCIL FINAL MAP	PUBLIC IMPR.	BLDG. PERMIT	LOTS	LOTS REMAINING
<b>12. Autumn Gate*</b> Corey File 650-5454	Northeast corner of Nebraska and Viscaya	yes 2/14/2006	yes	2/2/2006	3/7/2006	3/28/2006 extended to 3/28/2009 3/28/2012 per AB 333 3/28/2014 per AB 208 3/28/2016 per AB 116 3/28/18 per AB 1303	pending					138	138
<b>13. Eagle Meadows*</b> 209-466-4433	Northwest corner of Crawford and Nebraska	yes 10/25/2005	yes	2/2/2006	3/7/2006	3/28/2006 extended to 5/2/2009 5/2/2012 per AB 333 5/2/2014 per AB 208 5/2/2016 per AB 116 5/2/18 per AB 1303	pending					309	309
<b>14. Buratovich Estates*</b> Michael Schuil 559-859-0034 cell 559-734-7848 fax <a href="mailto:mike@schuil.com">mike@schuil.com</a> Longview Development, Jim Robinson Pat Emmons, Steve & Cheryl Alexander, Nick Buratovich	Northwest corner of Nebraska and Lincoln	yes 10/25/2005	yes	3/2/2006	5/2/2006	5/2/2006 extended to 5/2/2009 5/2/2012 per AB 333  5/2/2014 per AB 208 5/2/2016 per AB 116 5/2/18 per AB 1303	pending					90	90
<b>15. Blossom Estates*</b> Gary Wilson, main contact 831-724-4609	Approximately 200' south of the intersection of Alta and Griggs	yes 6/27/2006	yes	4/6/2006 5/4/2006 6/1/2006	8/1/2006	9/12/2006 rev. 2/13/07 extended to 9/12/2009 9/12/2011 per AB 333 9/12/2013 per AB 208 9/12/2015 per AB 116 EXPIRED	pending					69	69
<b>16. Noroian Estates</b> George Noroian	200' feet south of the intersection of Crawford and Lauren	yes 3/27/2007	yes	3/6/2008 6/5/2008	12/2/2008	1/27/2009 1/27/2013 per AB 333 1/27/2015 per AB 208 1/27/2017 per AB 116 1/27/19 per AB 1303						81	81
<b>17. Terrace Estates</b> Sal Gonzalez 209-550-0700	1,400' south of intersection of Alta and Kamm, to the west	yes 2/14/2006	yes	4/6/2006 5/4/2006 6/1/2006	8/1/2006	9/12/2006 extended to 9/12/2009 9/12/2011 per AB 333 9/12/2013 per AB 208 9/12/2015 per AB 116 Ext. submitted 9/3/2015 gives auto ext to 11/1/15 11/1/17 per AB 1303	pending					61	61



DEVELOPMENT	LOCATION	ANNEXED? DATE RATIFIED	PRE- TENTATIVE MAP	DRC	PLANNING COMMISSION TENTATIVE MAP	CITY COUNCIL TENTATIVE MAP	DEVELOP. AGREE.	BONDS/ perform pymnt maint	CITY COUNCIL FINAL MAP	PUBLIC IMPR.	* BLDG. PERMIT	LOTS	REMAINING
24. <b>Nehf-Gapen</b> Janet Gapen	Southwest corner of Saginaw and Hayes	yes	yes	5/7/2009	6/2/2009	6/23/2009 6/23/2013 per AB 333 6/23/2015 per AB 208 6/23/2017 per AB 116 6/23/2019 per AB 1303						9	9
25. <b>Vineyard Estates</b> Gurbir - 559-630-0800	Approximately 500' north of Englehart and Saginaw intersection				3/7/2006 ext to 9/7/2008 by PC * CC ext 1 year to 3/7/09 ext to 9/7/2012 per SB 1185 & AB 333 9/7/2014 per AB 208 9/7/2016 per AB 116 9/7/2018 per AB 1303							63	63

\* PC gave 6 month ext. When request went before CC, app. given 1 year ext. instead.

Total Lots Remaining	<b>1515</b>
Approved Final Map Lots	364
Approved Tentative Map Lots	1429
Multiple family units	0
Permits	278
<b>TOTAL</b>	<b>1793</b>

**MASTER DEVELOPMENT SCHEDULE  
COMMERCIAL  
3/4/2016**

DEVELOPMENT	ANNEXED? DATE RATIFIED	PRELIM. SITE PLAN	DRC	PLANNING COMMISSION PLAN	CITY COUNCIL PLAN
<b>1. <u>Stony Creek</u></b>	yes	yes	yes	yes	yes
<b>2. <u>Convenience store/gas</u></b> 42767 Road 80 Convenience store/gas station/ taqueria	2008	n/a	4/7/2013	6/3/2014 PC Hearing Time Ext. to 6/3/2016	n/a
<b>3. <u>Home Care Facility</u></b> 452 E. Fresno Street Home care facility	n/a	n/a	1/3/2013 5/2/2013	11/5/2013 PC Hearing 3/3/2015 Time Ext. PC Hearing Jul-15 Fence Variance PC Hearing	n/a
<b>4. <u>Medical Facility</u></b> 400 N. Eaton Medical Facility	n/a	n/a	5/3/2012		
<b>5. <u>Medical Facility</u></b> 500 E. Adelaide Medical Facility	n/a	n/a	5/3/2012		

PERMIT ISSUED DATE

MASTER DEVELOPMENT SCHEDULE  
MULTI-FAMILY RESIDENTIAL  
3/4/2016

DEVELOPMENT	ANNEXED? DATE RATIFIED	PRELIM. SITE PLAN	DRC	PLANNING COMMISSION SITE PLAN	CITY COUNCIL SITE PLAN	PERMIT ISSUED DATE
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March 1, 2016

## WEST EL MONTE WAY / AVENUE 416 PROJECT BI-WEEKLY UPDATE

### LAST TWO-WEEKS SUMMARY

#### 1. Road 56 to Englehart – Work Completed

- Grading and construction of concrete at golf course entrance and Rd. 72.
- Construction of south half of chain link fence along Traver Canal.
- Asphalt paving from Rd. 56 to Rd. 68.
- Grading and construction of concrete curbs and gutters from Rd 64 to Rd. 68.

#### 2. Englehart to Alta Ave. – Work Completed

- Preparation for PG&E to energize streetlights between Alta & Rd. 72
- Remove K-Rail, patch roadway at Euclid Ave.

#### 3. Problems Encountered/Resolved:

- Design complete for median redesign. (Pending decision to modify)

#### 4. List citizen concerns, comments and compliments:

- Pothole at Rd. 70 repaired.

### TWO-WEEK LOOK AHEAD

#### 1. Upcoming Work (2 weeks):

- Setting traffic signal poles at Englehart.
- Install Traffic Signal Controllers.
- Electrical at Basin #2 Pump Station.
- Construct water main from Rd. 68-Englehart.
- Construct Storm Drain from Rd. 56-Rd. 68.
- Basin #1 Stormceptor Installation.
- Continuing Earthwork from Rd. 56 to Englehart-South Side.
- Transitioning to Stage 2 West of Rd. 68.

### Community Outreach/Notifications

- Facebook/Website Updates.
- Construction Mitigation Hotline
  - English/Espanol (800) 399-2547
- Contact Information:
  - City website address: <http://www.dinuba.org/>
  - Facebook page: Avenue -416-Street-Widening
  - Twitter: //twitter.com/elmonteway

Submitted By: SGI Construction Management



**ECONOMIC DEVELOPMENT  
COMMISSION  
REGULAR MEETING AGENDA  
Thursday, February 4, 2016 – 7:00 am**

**Dinuba Vocational Center**  
199 N. L Street | Dinuba, CA 93618  
WWW.DINUBA.ORG

Dinuba City Staff  
City Manager  
Luis Patlan

Assistant City Manager/City Clerk  
Jayne Anderson

EDC Secretary  
Daniel James

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**1. OPENING CEREMONIES**

**1.1. Welcome and Call to Order**

The meeting was called to order at 7:04 am.

**1.2. Pledge of Allegiance**

The Pledge of Allegiance was led by Commissioner.

**1.3. Roll Call**

Roll call was taken by Commission Secretary James.

DEDC Members present were Sills, Meinert, Rodriguez, Thiesen, McElroy, and Areguin.  
DEDC Members absent were Pena

Others present were Daniel James, Jayne Anderson, Luis Patlan City of Dinuba.

**2. AGENDA CHANGES OR DELETIONS**

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Sills requested to add an item under Commission Chair for the upcoming EDC Expo. Meinert made the motion to add the item, Rodriguez seconded. All in favor to approve the motion to add the item.

**3. PUBLIC COMMENT**

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None.

**4. PRESENTATIONS**

**4.1.** Update from Paul Saldana, Executive Director, Tulare County EDC

**5. APPROVAL OF MINUTES**

**5.1. SUBJECT:** Meeting Minutes for January 7, 2016

**RECOMMENDATION:** Commission to review draft minutes and adopt as final.

A motion was made by Commissioner Meinert, second by Commissioner Rodriguez, to adopt the January 7, 2016 meeting minutes.

Motion was unanimous to approve the minutes as presented.

**6. NEW BUSINESS**

**6.1. SUBJECT:** Monthly Development and Business License Reports

**RECOMMENDATION:** Information item only.

**6.2. SUBJECT:** Selection of New Chair and Vice Chair for 2016 Calendar Year

**RECOMMENDATION:** EDC Commission to nominate and select new Chair and Vice Chair for the 2016 calendar year.

Chair nominations open.

A nomination was made by Commissioner Meinert, to nominate Commissioner Rodriguez, seconded by Commissioner Sills as Chair for the 2016 calendar year. No other nominations.

Motion was approved unanimously. Motion Closed,

Vice Chair nominations open.

A nomination was made by Commissioner Areguin, to nominate Commissioner Meinert as Vice Chair, seconded by Thiesen for the 2016 calendar year.

No other nominations.

Motion was approved unanimously. Motion Closed.

**6.3. SUBJECT:** Monthly Update from Businesses Visitation Teams

**RECOMMENDATION:** Review and discuss business visitation teams' reports and provide direction accordingly.

Item not discussed.

**6.4. SUBJECT:** Monthly Update from the Workforce Investment Board (Sandy Miller)

**RECOMMENDATION:** Information item only.

Item not discussed.

**7. CHAIR/COMMISSIONER'S COMMENTS**

**7.1.** Items from Chair  
Information only.

**7.2.** Items from Commissioners  
Information closing.

**8. STAFF COMMUNICATION**

**8.1.** Items from Staff  
Information only.

**ADJOURNMENT**

The meeting adjourned at 8:27 am.

  
Trinidad Rodriguez, Chair

ATTEST:

\_\_\_\_\_  
Daniel James, Secretary

# PROCLAMATION NO 2016-01

## CITY OF DINUBA

*"Together, A Better Community"*

### "American Cancer Society Relay For Life®"

"Luau for Life!"

April 30-May 1, 2016

*WHEREAS, About 1,685,210 new cancer cases are expected to be diagnosed and about 595,690 deaths attributed to cancer in the U.S. are expected in 2016; and*

*WHEREAS, Cancer is the second most common cause of death in the US accounting for 1 in 4 deaths, exceeded only by heart disease; and*

*WHEREAS, The 5-year relative survival rate for all cancers diagnosed between 2005 and 2011 was 69%, up from 49% in 1975-1977 because of progress in diagnosing certain cancers at an earlier stage and improvements in treatment; and*

*WHEREAS, The American Cancer Society is available day or night, to offer information, programs, services, and community referrals to patients, survivors, and caregivers to help them through every step of a cancer experience; and*

*WHEREAS, The American Cancer Society provides in addition, screening guidelines and has implemented a number of aggressive awareness programs; and*

*WHEREAS, The American Cancer Society reports that although cancer is often unpredictable, there are actions we can take to reduce our risk or improve the chances of beating cancer, such as regular cancer screening tests, maintaining a healthy weight, exercising regularly, eating healthy food, avoiding tobacco and limiting alcohol intake; and*

*WHEREAS, early detection gives cancer patients the greatest chance of survival and, the American Cancer Society for nearly 70 years, has been finding answers that save lives from changes in lifestyle to new approaches in therapies to improving cancer patients' quality of life.*

*NOW, THEREFORE, BE IT RESOLVED, that I, Emilio Morales, Mayor of the City of Dinuba, California, do hereby proclaim April 30-May 1, 2016 as Relay For Life, "Luau for Life!" in Dinuba, California and encourage citizens to participate in the annual Relay For Life event.*

*IN WITNESS THEREOF, I have hereunto set my hand and caused the great seal of the City of Dinuba to be affixed, on this 8th day of March two-thousand sixteen.*

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*Emilio Morales, Mayor*

*Attest:*

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*Linda Barkley, Deputy City Clerk*





# City Council Staff Report

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**MAYOR**  
Emilio Morales, Dist. 1

**VICE-MAYOR MAYOR**  
Scott Harness, Dist. 3

DEPARTMENT: CITY MANAGER'S OFFICE

**COUNCIL MEMBER**  
Maribel Reynosa, Dist. 2

**COUNCIL MEMBER**  
Mike Smith, Dist. 5

**COUNCIL MEMBER**  
Kuldip Thusu, Dist. 4

CITY COUNCIL MEETING  
DATE: MARCH 8, 2016

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**To:** Mayor and City Council  
**From:** Jayne Anderson, Assistant City Manager  
**By:** Maria Alaniz, Human Resource Services Manager  
**Subject:** Resolution No. 2016-11 Amending City of Dinuba Drug and Alcohol Regulations

## RECOMMENDATION

Council adopt Resolution No. 2016-11 amending the City of Dinuba Drug and Alcohol Regulations Policy.

## EXECUTIVE SUMMARY

The City of Dinuba adopted a Drug and Alcohol Regulations Policy March 27, 1990 as required by the Federal Department of Transportation (DOT) in order to qualify to receive state and federal transit funding. The policy covers all employees involved in the operation of a commercial vehicle or operation and maintenance of a transit vehicle. The policy was reviewed by the California Department of Transportation (Caltrans) and some revisions are necessary for compliance with state and federal requirements.

## OUTSTANDING ISSUES

None.

## DISCUSSION

The United States Department of Transportation (DOT) regulations requires local agencies receiving federal funding to adopt a comprehensive policy regulating the employee use of drug and alcohol. The policy must be in compliance with regulations established by the DOT and the Federal Transit Authority (FTA). The policy covers all employees involved in the operation of a commercial vehicle or operation and maintenance of a transit vehicle.

The policy is reviewed periodically by the California Department of Transportation (Caltrans) to ensure conformance with state and federal requirements. Based on the most recent review by Caltrans, there are several revisions and additions that need to be made to the City's policy. These include: addition of new position classifications (Mechanic I, Mechanic II, and Mechanic Helper), notifying the City of any criminal drug statute convictions, post-accident testing procedures, return to duty/follow-up testing procedures, prescribed medication and over the counter (OTC) drugs, refusal to submit to an alcohol and/or drug test, training requirement and the Employee Assistance Program.

The revisions to the City's policy will maintain conformance with the DOT and FTA requirements. The revised policy must be adopted by the City Council. The policy has been discussed with and accepted by the Employees' Association which represents the employees affected by regulations addressed in this policy.

**FISCAL IMPACT**

None.

**PUBLIC HEARING**

None required.

Attachments:

- A. Resolution No. 2016-11 w/Exhibit 'A' - Dinuba Drug and Alcohol Regulations Policy

Attachment 'A'

**Resolution No. 2016-11**

**RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF DINUBA,  
APPROVING AMENDMENTS TO THE DRUG AND ALCOHOL  
REGULATIONS POLICY**

**WHEREAS**, the City of Dinuba Drug and Alcohol Regulations Policy provides compliance with the United States Department of Transportation (DOT) regulations implementing the Federal Omnibus Transportation Employee Testing Act of 1991, including the regulations of the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA); and

**WHEREAS**, the City is proposing amendments to the Drug and Alcohol Regulations Policy to comply with current Federal regulations.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council hereby adopts the Drug and Alcohol Regulations Policy attached hereto as Exhibit 'A'.

**PASSED AND ADOPTED** by the City Council of the City of Dinuba. The foregoing resolution was adopted at a regular meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_ 2016, by the following vote:

AYES:

NOES:

ABSENT

ABSTAIN:

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Exhibit 'A'

**CITY OF DINUBA  
DRUG AND ALCOHOL REGULATIONS**

**I. PURPOSE**

In order to comply with the United States Department of Transportation (DOT) regulations implementing the Federal Omnibus Transportation Employee Testing Act of 1991, including the regulations of the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA), the City of Dinuba must adopt a comprehensive policy regulating the employee use of drug and alcohol. Adoption of a policy sets forth the rights and obligations of covered employees. If you are an employee covered by these new requirements, you must comply with this policy as a condition of your continued employment with the City of Dinuba. This policy is intended to implement all applicable regulations of the Federal DOT and any subsequent amendments thereof which incorporated herein by this reference as if set in full.

If you are an employee covered by this policy, you are hereby notified that you are still required to comply with the provisions of the City's Substance Abuse Policy adopted on March 27, 1990. The obligations and requirements set forth below are in addition to existing obligations and requirements set forth in the policy.

**II. COVERED EMPLOYEES**

The FHWA's rule focuses on function rather than a defined job or position. An individual's job may encompass several different functions, some of which may and others which may not, fall within the "safety sensitive" definition. However, each employee with a requirement to maintain or operate a vehicle as described below is a "covered employee" subject to this policy.

The following employee classifications are considered "covered employees" and subject to all of the provisions of this Policy.

- A. Employees who are required to possess a commercial driver's license, which include, but not limited to the following:

- Mechanic I
- Mechanic II
- Mechanic Helper
- Utility Worker I
- Utility Worker II
- Utility Worker III
- Wastewater Treatment Plant Operator
- Wastewater Treatment Plant Operator Trainee
- Senior Wastewater Treatment Plant Operator

- B. Employees who perform safety sensitive functions, the performance of which may affect public safety, which include, but are not limited to:
- Holding a commercial driver's license and operating and/or maintaining a vehicle specified by applicable federal regulations.
  - The operation of a transit revenue service vehicle even when the vehicle is not in revenue service.
  - The operation of a transit non-revenue service vehicle by an employee when the operation of such a vehicle requires the driver to hold a Commercial Driver's License (CDL).
  - Maintaining a transit revenue service vehicle or equipment used in revenue service.
  - Controlling the movement of a transit revenue service vehicle and
  - Carrying a firearm for security purposes.

A covered employee is considered to be performing a safety sensitive function during any period in which that employee is actually performing, ready to perform, or immediately available to perform any safety sensitive function, including any off-site lunch periods and breaks.

### III. **PROHIBITIONS**

The following conduct by "covered employees" is prohibited and may result in discipline, up to and including termination:

- A. Being under the influence of alcohol, drugs, or any controlled substances while on-duty or subject to being called to duty including standby or on-call status;
- B. Being under the influence of, or in possession of alcohol, drugs, or controlled substances when reporting for work;
- C. Ingesting, injecting or otherwise using alcohol, drugs, or controlled substances while performing job duties except in accordance with Section IX of this policy regarding prescription drugs, where applicable;
- D. Performing a safety-sensitive function within four (4) hours of using alcohol;
- E. Consuming alcohol for eight (8) hours following involvement in an accident or until he/she submits to a post-accident drug/alcohol test, whichever occurs first.
- F. Having a confirmed alcohol concentration of 0.02-0.039 is not considered a positive test, but the employee shall still be removed from duty for at least twenty-four (24) hours;
- G. Manufacturing, selling, distributing, dispensing, otherwise attempting to manufacture, sell, distribute, or dispense alcohol, drugs, or controlled substances, directly or indirectly, through a third party, during work hours, including rest breaks or while on City premises;

- H. Using City property or premises to manufacture, sell, or distribute alcohol, drugs, or controlled substances;
- I. Testing positive for alcohol and/or controlled substances under any circumstances described in Section V of this policy;
- J. Refusing to submit immediately to any alcohol or controlled substances test required by the policy.

#### **IV NOTIFYING THE CITY OF ANY CRIMINAL DRUG STATUTE CONVICTION**

An employee must immediately notify the City of Dinuba management of any criminal drug statute conviction of a violation that occurred no later than five days after such conviction, any employee who fails to provide this notice will be subject to discipline, up to and including termination.

#### **V. CIRCUMSTANCES UNDER WHICH DRUG AND ALCOHOL TESTING WILL BE IMPOSED ON COVERED EMPLOYEES**

##### **A. Pre-employment Testing**

All applicants for classifications which are "covered employees" and all employees who transfer or promote from classifications which are not covered to classifications which are covered shall be required to submit to pre-employment/pre-duty drug and alcohol testing. Applicants who fail the pre-employment/pre-duty drug and alcohol testing shall not be appointed to a position.

In instances where a FTA covered employee does not perform a safety-sensitive function for a period of 90 consecutive days or more, regardless of reason, and during that period is not in the random testing pool, the employee shall be required to take a pre-employment drug test under 49 CFR Part 655 and have negative test results prior to the conduct of safety-sensitive job functions.

Applicants are required (even if ultimately not hired) to provide City of Dinuba with signed written releases requesting drug and alcohol records from all previous, USDOT-covered, employers that the applicant has worked for within the last two years. Any applicant who has received an offer of employment and then fails to sign a written release as stated will result in the employment offer being rescinded.

City of Dinuba is required to ask all applicants (even if ultimately not hired) if they have tested positive or refused to test on a pre-employment test for a DOT covered employer within the last two years. If the applicant has tested positive or refused to test on a pre-employment test for a DOT covered employer, the applicant must provide City of Dinuba proof of having successfully completed a referral, evaluation and treatment plan as described in 49 CFR Part 40, subpart O.

B. Post-Accident Testing

FTA Fatal Accident - All FTA covered employees involved in an accident with a transit vehicle, regardless of whether or not the vehicle is in revenue service, that results in a fatality will be tested, including all surviving covered employees that are operating the vehicle at the time of the accident and any other covered employees whose performance could have contributed to the accident.

FMCSA Fatal Accident - All FMCSA covered drivers who were performing safety-sensitive functions with respect to the vehicle involved in an accident with a commercial motor vehicle operating on a public road in commerce that results in a fatality will be tested.

FTA Non-Fatal Accident - A FTA post-accident test of the operator shall be conducted on all FTA covered employees if an accident results in injuries requiring immediate transportation to a medical treatment facility; or one or more vehicles incurs disabling damage, unless the operator's performance can be completely discounted as a contributing factor to the accident.

FMCSA Non-Fatal Accident - A FMCSA post-accident test shall be conducted on all FMCSA covered drivers who were performing safety-sensitive functions with respect to the commercial motor vehicle and have received receive a citation within 8 hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if the accident involved bodily injuries requiring immediate medical treatment away from the scene; or one or more vehicles incurs disabling damage.

As soon as practicable following an accident, as defined in this policy, the supervisor investigating the accident will notify the covered employee(s) operating of the need for the test and immediately make arrangements to have the covered employee or employees transported to an appropriate facility for the testing.

The appropriate supervisor shall ensure that an employee, required to be tested under this section, is tested as soon as practicable, but no longer than eight (8) hours of the accident for alcohol, and no longer than 32 hours for drugs. If an alcohol test is not performed within two hours of the accident, the Supervisor shall document the reason(s) for the delay. If the alcohol test is not conducted within (8) eight hours, or the drug test within 32 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.

Any covered employee involved in an accident shall refrain from alcohol use for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test.

An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.

Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

In the rare event that City of Dinuba is unable to perform a drug and alcohol test (i.e., employee is unconscious, employee is detained by law enforcement agency), City of Dinuba may use drug and alcohol post-accident test results administered by local law enforcement officials in lieu of the FTA/FMCSA test. The local law enforcement officials must have independent authority for the test and the employer must obtain the results in conformance with local law.

C. Random Testing

Covered employees shall be subject to unannounced random alcohol and drug testing as follows:

The City shall subject at least ten (10%) percent of the total number of covered employees to random alcohol testing per year. A random alcohol test shall be administered just prior to the employee performing a safety-sensitive function (i.e. driving), while the employee is performing a safety-sensitive function, or just after the employee has stopped performing a safety-sensitive function.

A random drug test shall be administered to at least twenty-five (25%) percent of the total number of covered employees per year.

Random testing must be conducted on at least a quarterly basis. Some employees may be tested more than once in a year, while others are not tested at all depending on the random selection process.

All covered employees will be subjected to random, unannounced testing. The selection of employees shall be made by a scientifically valid method of randomly generating an employee identifier from the appropriate pool of safety-sensitive employees.

Each covered employee in the pool shall have an equal chance of selection each time the selections are made.

On the date an employee is selected for random drug testing, his/her supervisor will ensure his/her duties are covered. The employee will receive verbal directive from his/her supervisor ordering that he/she is to report to the lab for testing immediately.

D. Reasonable Suspicion Testing

Covered employees are also required to submit to an alcohol or drug test when an observer trained in accordance with 49 CFR Part 382.603 and/or 49 CFR Part

655.14 (city supervisor or manager, peace officer, medical practitioner) has reasonable suspicion to believe the employee is under the influence of alcohol and/or controlled substances. The observation shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver.

The reasonable suspicion alcohol test shall be administered within two (2) hours of the observation. If the test is not administered within that time period, the supervisor or manager shall document the reason for not testing. No test shall be administered after eight (8) hours following the observation.

To ensure that supervisors and managers are trained to make reasonable determinations, supervisors and managers who are vested with the authority to demand a reasonable suspicion drug and alcohol test must attend at least one (1) hour of training on alcohol misuse and at least one (1) hour of training on controlled substances use. The training will cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.

E. Return to Duty/Follow-up Testing

A covered employee who has violated this policy will be subject to discipline up to and including termination. If the city, in its discretion permits an employee to return to work he/she must be evaluated and released by the Substance Abuse Professional (SAP) before returning to work, and shall submit, as required by the SAP, to a return to duty test before he/she may be returned to his/her position. The test result must indicate an alcohol concentration of less than 0.02 and/or a verified negative result on a controlled substances test. In addition, the employee shall be subject to at least six (6) unannounced drug/alcohol tests during the first year back to the safety-sensitive position following the violation. The frequency and duration of the follow-up tests (beyond the minimums) will be determined by the SAP reflecting the SAP's assessment of the employee's unique situation and recovery progress. Follow-up testing should be frequent enough to deter and/or detect a relapse. Follow-up testing is separate and in addition to the random, post-accident, reasonable suspicion and return-to-duty testing.

**VI. PROCEDURES TO BE USED FOR DETECTION OF DRUGS AND ALCOHOL**

A. Alcohol Testing:

Alcohol testing shall be conducted by using an evidential breath testing device (EBT) approved by the National Highway Traffic Safety Administration.

When a breath test is conducted, a screening test will be conducted first. If the result is an alcohol concentration level of less than 0.02, the test is considered a negative test. If the alcohol concentration level is 0.02 or more, a second confirmation test will be conducted following the procedures outlines in the Federal regulations.

The procedures that will be utilized by the lab for collection and testing of the specimen are attached hereto as Attachment A.

B. Drug Testing:

Drug testing shall be conducted pursuant to the procedures of 49 CFR Part 40, as set forth in Attachment A.

**VII. PRESCRIBED MEDICATIONS AND OVER-THE-COUNTER (OTC) DRUGS**

No prescription or over-the-counter drug shall be possessed or used by an employee unless he/she meets the following standards:

- The medicine is prescribed to the employee by a licensed physician;
- The employee provides the physician with a detailed description of the job duties he/she performs;
- The treating/prescribing physician has made a good faith judgement that the use of the substance at the prescribed or authorized dosage level is consistent with the safe performance of the employee's duties;
- The prescription drug is used only in the manner, combination, and at the dosage prescribed or authorized;
- If being treated by more than one physician, the employee must show that at least one of the treating physicians has been informed of all prescribed and authorized medications and he/she has determined that the use of the medications is consistent with the safe performance of the employee's job duties; and
- Failure to follow these requirements in a timely manner or failure to inform the supervisor of a known impairment may result in discipline up to and including termination. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a qualified physician may be required.

**VIII. REFUSAL TO SUBMIT TO AN ALCOHOL AND/OR DRUG TEST**

A covered employee who refuses to submit to any required drug/alcohol testing shall be treated in the same manner as an employee who tested 0.04 or greater on an alcohol test or tested positively on a controlled substances test.

The following are considered a refusal to test if the employee:

- (1) Fails to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer, after being directed to do so by the employer.
- (2) Fails to remain at the testing site until the testing process is complete.
- (3) Fails to provide a urine or breath specimen for any drug or alcohol test required by Part 40 or DOT agency regulations.
- (4) Fails to permit the observation or monitoring of the provision of a specimen in the

case of a directly observed or monitored collection of the specimen for the drug test.

- (5) Fails to provide a sufficient amount of urine or breathe when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure.
- (6) Fails or declines to take a second test the employer or collector has directed you to take.
- (7) Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the "shy bladder" or "shy lung" procedures.
- (8) Fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process).
- (9) If the MRO reports that there is a verified adulterated or substituted test result.
- (10) Fails or refuses to sign Step 2 of the alcohol testing form.
- (11) Fails to follow the observer's instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.
- (12) Possesses or wears a prosthetic or other device that could be used to interfere with the collection process.
- (13) Admits to the collector or MRO that you adulterated or substituted the specimen.

## **IX. CONSEQUENCES OF FAILING AN ALCOHOL AND/OR DRUG TEST**

A positive result from a drug or alcohol test may result in disciplinary action, up to and including termination. Each employee with a positive result from a drug or alcohol test, or a test refusal, regardless of whether or not their employment will ultimately be terminated, must be immediately removed from performing any safety-sensitive function and shall be referred to a SAP.

If a covered employee who has failed an alcohol and/or drug test is not terminated, the employee:

- A. Shall be removed from performing any safety-sensitive function;
- B. Will be informed of educational and rehabilitation programs available;
- C. Shall submit to both an initial and follow-up assessment by a substance abuse professional. Upon a determination by the substance abuse professional, the employee will be required to undergo education and/or treatment as determined by the SAP. The employee may be required to undergo treatment whether he/she is terminated or not. The City is not required to pay for this treatment;

- D. May not be returned to his/her former safety-sensitive position until the employee submits to a return-to-duty controlled substance and/or alcohol test (as determined by the SAP) which indicates an alcohol concentration level of less than 0.02 or a negative result on a controlled substance test; and
- E. Will be required to submit to unannounced follow-up testing after he/she has been returned to his/her safety-sensitive position. See Section V (E) above.

**X. TRAINING**

The City shall provide employees with training, educational materials outlining drug and alcohol regulatory requirements and a copy of the City's policy for meeting regulation requirements on an annual basis.

In addition, all covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.

To ensure that supervisors and managers are trained to make reasonable suspicion determinations, supervisors and managers who are vested with the authority to demand a reasonable suspicion drug and alcohol test must attend at least one (1) hour of training on alcohol misuse and at least one (1) hour of training on controlled substances use. The training will cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.

**XI. EMPLOYEE ASSISTANCE PROGRAM**

The City has an Employee Assistance Program to help employees who need assistance with alcohol and controlled substance abuse. For more information, employees may contact the Human Resources Division.

**XII. CONFIDENTIALITY**

Employee drug and alcohol results and records shall be maintained under strict confidentiality and released only in accordance with the law. Every effort shall be made to ensure that all employee substance abuse problems will be kept confidential consistent with personnel and disciplinary procedures. Only employees in Human Resources/Risk Management Division shall be designated to receive testing results. Other managers of the City shall be notified strictly on a need-to-know basis. No laboratory test results shall appear in the employee's personnel file. Information of this nature shall be included in the employee's medical file.

**XIII. SEVERABILITY**

If any court should hold any part of this policy and program invalid, such decision shall not invalidate any other part of this policy and program.

**XIV. INFORMATION CONCERNING THE EFFECTS OF ALCOHOL AND CONTROLLED SUBSTANCES AND AVAILABLE METHODS OF INTERVENTION**

Attached to this Policy as Attachment 'B' are Fact Sheets published by the Federal Transit Administration, addressing the effects of alcohol and the various controlled substances which are tested for under this Policy.

*(End of Page)*

Attachment 'A'

**ALCOHOL AND CONTROLLED SUBSTANCES  
TESTING PROCEDURES AND POLICY**

INTRODUCTION:

The City shall implement and enforce the procedures for transportation workplace testing as set forth in 49 CFR Part 40. These procedures include, but are not limited to the following information. In all cases, the requirements of 49 CFR Part 40 shall be followed.

CONTROLLED SUBSTANCES TESTING

Applicable Drugs:

1. Employees subject to controlled substances testing shall be tested for the following substances:
  - Marijuana
  - Cocaine
  - Opiates
  - Amphetamines
  - Phencyclidine (PCP)
2. Although the specimen will not be analyzed specifically for adulterants, the lab may conduct adulteration checks (PH, specific gravity or creatinine). The test may be canceled if adulterants are detected. The lab is permitted to check for adulterants as per Federal Department of Transportation (DOT) guidelines.

Specimen Collection Procedures:

1. The collection shall take place in a secure location to prevent unauthorized access during the collection process.
2. The specimen shall be kept in sight of the employee and the collection site person until it is sealed and ready for shipment.
3. Employees shall have individual privacy when providing a specimen except when:
  - a) The employee presents a specimen that is outside the accepted temperature range and he/she refuses to have an oral body temperature measurement, or the body temperature measurement varies more than 10C or 1.8EF from the specimen temperature.
  - b) The collector observes the employee attempting to adulterate or substitute the specimen.

- c) The employee's last provided specimen was determined to be diluted.
- d) The employee has previously had a verified positive test.

In a and b above, the employee must provide a specimen under direct observation. In c and d above, the employer may require a direct observation collection.

4. The following specific procedures will be followed during the collection process:
  - a) The employee must submit identification to the collector. The collection shall not proceed until a positive identification is made.
  - b) The donor shall be required to wash his/her hands prior to urination, and shall not have access to any water sources until the specimen has been collected.
  - c) A bluing agent shall be added to the toilet bowl and the donor may flush the toilet only after releasing the specimen to the collector.
  - d) The specimen must be at least 45 ml to be acceptable.
  - e) The collector must measure the specimen temperature within four minutes of urination to determine sample acceptability.
5. If the donor cannot provide a sufficient volume of urine, he/she shall remain at the collection site and be provided not more than forty ounces of fluids to drink. The donor shall have a period of up to three hours to produce an acceptable sample. If the donor is unable to produce a sample without a valid medical reason, the City may consider the circumstance to be a refusal to test.
6. The specimen shall be divided into two parts. The collector shall pour 30 ml of urine from the specimen bottle into a second specimen bottle, to be used as the primary specimen. The remainder of the urine, at least 15 ml, shall be poured into another container to be used as the split sample.
7. Both samples shall be shipped in a single shipping container with the appropriate chain of custody forms.
8. The collector and donor must be present together to complete the following process:
  - a) Seal and label the specimen bottle.
  - b) Donor initials the bottle label or seal.
  - c) The chain of custody forms must be signed and dated.
9. If an employee refuses to cooperate with the collection process the collector shall notify the City (Human Resources Division) representative and note the non-cooperation on the custody and control form.

Split Sample:

1. If the test result of the primary specimen is positive, the employee shall be contacted and attempt made to determine if there is a legal reason for the drug being in the employee's system.
2. After the employee is notified of a positive result for the presence of a drug(s) in the primary sample, the employee has up to seventy-two hours to request analysis of the split sample.
3. The split sample analysis will be conducted by a certified laboratory who will analyze the sample for presence of the drug(s) for which a positive result was obtained in the primary sample.
4. If the result of the test of the split sample fails to reconfirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen, the licensed physician responsible for analyzing laboratory results on the primary sample shall cancel the test and report the cancellation to the City.
5. If the results are positive from the analysis of the split sample, all costs associated with the analysis shall be the responsibility of the employee. If the results are negative, the City shall bear the costs of the split sample analysis.

ALCOHOL TESTING

Testing Procedures:

1. The test shall take place in a secure location that affords visual and aural privacy to prevent unauthorized persons from seeing or hearing test results.
2. When an employee enters the testing location, the lab will require him/her to provide positive identification. The test shall not proceed until positive identification of the employee is made.
3. An individually-sealed mouthpiece shall be opened in view of the employee and then attached to the testing unit.
4. The employee shall be required to blow forcefully into the mouthpiece for at least six seconds or until an adequate amount of breath has been obtained.
5. The employee shall be shown the result both on the testing unit and the recording form. The employee shall verify both results are the same. If a result printed by the testing unit does not match the displayed result, the lab shall declare the test invalid.
6. If the result of the screening is less than 0.02 breath alcohol concentration, no other testing will be conducted.
7. If the result of the screening test reflects an alcohol concentration of 0.02 or greater, a

confirmation test shall be performed.

8. Prior to conducting the confirmation test the employee may not eat, drink, or place anything in his/her mouth. The confirmation test shall be conducted no less than fifteen minutes from the screening test.
9. The fifteen minutes waiting period is provided for the employee's benefit. This time period allows for the dissipation of any mouth alcohol, thereby helping to prevent an artificially high reading.
10. In the event the screening and the confirmation test results do not match, the confirmation results will be considered the final results.
11. If the employee refuses to sign step 2 of the breath alcohol testing form or fails to provide an adequate amount of breath without a valid medical reason. The City may determine the circumstance to be a refusal to test.

Inability to Provide Adequate Breath:

1. If the employee fails to provide an adequate amount of breath he/she shall provide the City with an evaluation from a licensed physician, who is acceptable to the City, concerning the employee's medical ability to provide adequate breath.
2. If the physician determines there is a valid medical reason precluding the employee from providing adequate breath then the employee's failure shall not be deemed a refusal to test.
3. If the physician is unable to determine a valid medical reason, the employee's failure to provide adequate breath shall be considered a refusal to test.

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Attachment 'B'

**EFFECTS OF DRUGS & ALCOHOL**

**Marijuana:**

Marijuana is the common term used to describe the cannabis plant. Marijuana (also called pot, grass or dope) is usually smoked. Marijuana is both a narcotic and a hallucinogen. It produces increases heart rates, blood pressure, blood shot eyes, dilated pupils and dry mouth. Marijuana impairs the short term memory and the sense of time. It can reduce motor skills, coordination, reaction time and concentration.

**Cocaine:**

Is a stimulant and can be taken through the nose in powder form, injected as a liquid or free-based. Cocaine is also found in a crystal form known as crack cocaine. Crack cocaine is an addictive narcotic which can also produce hallucinogenic effects with long-term use. It causes increased heart rates, blood pressures, respiration, dilation of the pupils, and result in anxiety, restlessness, irritability and sleeplessness.

**Opiates:**

Opiates include narcotics such as opium, heroin, morphine and codeine. They appear as solids, pastes, powders, liquids, and can be smoked, ingested, or injected. Opiates are depressants and relaxants. Opiate users can become lethargic, becoming drowsy or going to sleep. Opiates are highly addictive and dangerous drugs. Some physical signs can be runny eyes and noses, nausea and fainting.

**Phencyclidine:**

Often called PCP or "angel dust" is a hallucinogenic. It is synthetically made and comes as a powder, tablet or capsule that can be ingested or smoked. The effects of the use of PCP include increased heart rates, blood pressure, dizziness, numbness, and disorientation, slows reflex and body movements, and can impair vision and speech.

**Amphetamines:**

Also known as methamphetamines are stimulants which can be ingested as tablets or capsules. They are also found in powder form that can be sniffed or injected as a mixed liquid. Some signs are elevated heart rates, blood pressure, respiratory rates, dilated pupils, sweating (with pungent odor, sleeplessness, mood swings, talkativeness and anxiety).



# City Council Staff Report

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**MAYOR**  
Emilio Morales, Dist. 1

**VICE-MAYOR MAYOR**  
Scott Harness, Dist. 3

DEPARTMENT: PUBLIC WORKS

**COUNCIL MEMBER**  
Maribel Reynosa, Dist. 2

**COUNCIL MEMBER**  
Mike Smith, Dist. 5

**COUNCIL MEMBER**  
Kuldip Thusu, Dist. 4

CITY COUNCIL MEETING  
DATE: MARCH 8, 2016

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**To:** Mayor and City Council  
**From:** Blanca Beltran, Public Works Director  
**By:** Roy Ramirez, Management Analyst  
**Subject:** Participation in the Tulare County Transit Military Discount Program

## RECOMMENDATION

Council authorize City of Dinuba to participate in the Tulare County Transit Military Discount Program to reduce transit fares for eligible military personnel and their families.

## EXECUTIVE SUMMARY

The Tulare County Transit Military Discount Program (MDP) is a pilot program intended to provide discounted transit fares for military personnel and their families. The Tulare County Association of Governments (TCAG) has indicated that this new program will be funded with Measure R proceeds. All Tulare County transit providers have been encouraged to participate. The program is scheduled to begin on March 31, 2016.

## OUTSTANDING ISSUES

None.

## DISCUSSION

On October 17, 2015 the Tulare County Association of Governments' (TCAG) Policy Board expressed an interest in funding a program that would provide discounted transit fares to active and retired military personnel. TCAG Staff was directed to determine the feasibility of such program. Upon review, it was determined that a program would be beneficial and could be funded with Measure R proceeds. TCAG staff discussed the matter with all Tulare County transit providers and encouraged their participation. A full description of the proposed Program is included in Attachment 'A'.

Under the program, all military personnel and their families will be charged reduced bus fares upon showing proper identification. The program is planned to start next month. The reduced bus fares will equal the senior (or disabled) rates and will apply to all Dinuba Area Regional Transit (DART) routes. The discounted rates are reflected in the table below.

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<b>Transit Fare</b>	<b>Standard Rate</b>	<b>Discounted Rate</b>
<b>Dial-A-Ride</b>	\$1.50	\$1.25
<b>Dinuba Connection</b>	\$1.50	\$1.25
<b>General Fare</b>	\$1.00	\$.50

Transit riders using the Military Discount Program will be counted every month and will be reported to TCAG. TCAG will then reimburse the City the amount that was discounted from each fare. No loss of revenue will result from the City's participation in the program.

### **FISCAL IMPACT**

The cost of the Tulare County Transit Military Discount Program is fully reimbursed to the City's transit program with Measure R funds.

### **PUBLIC HEARING**

None.

Attachments:

- A. Tulare County Transit Military Discount Program 2016

Attachment 'A'

**TULARE COUNTY TRANSIT  
MILITARY DISCOUNT PROGRAM 2016**

The launch of a pilot program which will allow U.S veterans, military personnel and their families to receive discounted fares on all Tulare County bus routes, is scheduled to start in MARCH 31 of 2016.

Under this program, all military personnel will be charged the reduced fare rate by transit agencies upon showing their *Military I.D.* or *Veterans Identification Card* (See page 2)

**Who Can Use The Program?**

Special rates are available for VETERANS, ACTIVE DUTY, and their FAMILIES when proper identification is presented.

The reduced rate will *equal the senior and disabled rider rate.*

**Where is Reduced Fare in Effect?**

The discount is offered for all TULARE COUNTY buses, including DIAL-A-RIDE.

**How To Ride For Less** To get discount riders simply must show a valid VETERANS ID or MILITARY ID card or a DRIVER LICENCE to the bus operator, and present the appropriate fare.

\*All military dependents will also be asked to present a valid Military Depended ID card to get the reduced fare.

**What are Allowable IDs (Page 2)**

Allowable IDs include VETERANS ID, MILITARY ID or the DRIVER LICENSE with an annotation about veteran status, with your date of birth and issued by a government or social service agency (see Exhibit 'A').

The Tulare County Veterans Identification Card is issued by the Tulare County Veterans Service Office, located at 205 North L Street in Tulare. California Veterans can also obtain a "Veteran" designation on their California driver license or identification card (DL/ID).

Interested Veterans need to present a valid DD-214 to a local County Veterans Service Office (CVSO) to receive Veteran Status verification. Then, the Veteran takes the CVSO verification form to a DMV field office for processing. DMV charges an additional \$5, plus the cost of a new, renewal, or duplicate license fee for this enhancement.

For more information call TCAG at 559 623 0461

Exhibit 'A'

Allowable Identification





# Accounts Payable Invoice Report

Payment Date Range 02/21/16 - 02/26/16  
 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	
<b>Vendor 1060 - A &amp; E Industrial Cleaning Equipment Corp.</b>										
17810	Supplies	Paid by Check #7167		01/22/2016	02/26/2016	02/26/2016		02/26/2016	932.73	
							Vendor 1060 - A & E Industrial Cleaning Equipment Corp. Totals	Invoices	1	<u>\$932.73</u>
<b>Vendor 367 - A-1 Auto Electric</b>										
109936	Repairs/Maintenance	Paid by Check #7168		02/10/2016	02/26/2016	02/26/2016		02/26/2016	760.92	
109362	Repairs/Maintenance	Paid by Check #7168		02/19/2016	02/26/2016	02/26/2016		02/26/2016	879.40	
110049	Fleet Equipment & Supplies	Paid by Check #7168		02/19/2016	02/26/2016	02/26/2016		02/26/2016	76.30	
							Vendor 367 - A-1 Auto Electric Totals	Invoices	3	<u>\$1,716.62</u>
<b>Vendor 811 - A.R. Transmission</b>										
50622	Repairs/Maintenance	Paid by Check #7169		02/16/2016	02/26/2016	02/26/2016		02/26/2016	1,767.86	
							Vendor 811 - A.R. Transmission Totals	Invoices	1	<u>\$1,767.86</u>
<b>Vendor 79 - AD Group DBA Shelton Turnbull</b>										
328516	February 2016	Paid by Check #7170		02/15/2016	02/26/2016	02/26/2016		02/26/2016	25.00	
							Vendor 79 - AD Group DBA Shelton Turnbull Totals	Invoices	1	<u>\$25.00</u>
<b>Vendor 263 - Advantek Benefit Administrators</b>										
2/12/16	Funding request	Paid by Check #7171		02/12/2016	02/26/2016	02/26/2016		02/26/2016	27,515.63	
2/19/16	Funding request	Paid by Check #7171		02/19/2016	02/26/2016	02/26/2016		02/26/2016	44,360.44	
							Vendor 263 - Advantek Benefit Administrators Totals	Invoices	2	<u>\$71,876.07</u>
<b>Vendor 876 - Adventist Health</b>										
73563993	Professional Services	Paid by Check #7172		02/01/2016	02/26/2016	02/26/2016		02/26/2016	368.88	
							Vendor 876 - Adventist Health Totals	Invoices	1	<u>\$368.88</u>
<b>Vendor 522 - Allstar Towing</b>										
32961	Repairs/Maintenance	Paid by Check #7173		02/08/2016	02/26/2016	02/26/2016		02/26/2016	65.00	
							Vendor 522 - Allstar Towing Totals	Invoices	1	<u>\$65.00</u>
<b>Vendor 66 - Alta Pump Company</b>										
14124	Supplies	Paid by Check #7174		02/08/2016	02/26/2016	02/26/2016		02/26/2016	200.00	
							Vendor 66 - Alta Pump Company Totals	Invoices	1	<u>\$200.00</u>
<b>Vendor 13 - Ameripride Valley Uniform Service</b>										
1501570509	Cleaning Supplies	Paid by Check #7175		02/19/2016	02/26/2016	02/26/2016		02/26/2016	68.19	
							Vendor 13 - Ameripride Valley Uniform Service Totals	Invoices	1	<u>\$68.19</u>
<b>Vendor 20 - Ameritas Life Insurance</b>										
March 2016	010-7745-00001	Paid by Check #7176		02/05/2016	02/26/2016	02/26/2016		02/26/2016	14,653.44	
							Vendor 20 - Ameritas Life Insurance Totals	Invoices	1	<u>\$14,653.44</u>
<b>Vendor 351 - Anthem Blue Cross</b>										
092059354I	Contractual	Paid by Check #7181		02/08/2016	02/26/2016	02/26/2016		02/26/2016	81.70	



# Accounts Payable Invoice Report

Payment Date Range 02/21/16 - 02/26/16  
 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
<b>Vendor 351 - Anthem Blue Cross</b>									
092059804I	Contractual	Paid by Check #7179		02/08/2016	02/26/2016	02/26/2016		02/26/2016	81.70
092061895I	Contractual	Paid by Check #7178		02/08/2016	02/26/2016	02/26/2016		02/26/2016	81.70
092062978I	Contractual	Paid by Check #7183		02/08/2016	02/26/2016	02/26/2016		02/26/2016	81.70
092082066I	Contractual	Paid by Check #7180		02/08/2016	02/26/2016	02/26/2016		02/26/2016	132.00
092082616I	Contractual	Paid by Check #7182		02/08/2016	02/26/2016	02/26/2016		02/26/2016	132.00
092093258I	Contractual	Paid by Check #7177		02/09/2016	02/26/2016	02/26/2016		02/26/2016	132.00
Vendor <b>351 - Anthem Blue Cross</b> Totals							Invoices	7	\$722.80
<b>Vendor 17 - AT&amp;T</b>									
23845182142/16	Telephone	Paid by Check #7184		02/07/2016	02/26/2016	02/26/2016		02/26/2016	67.60
55959128832/16	DVC 591-2883	Paid by Check #7185		02/11/2016	02/26/2016	02/26/2016		02/26/2016	18.16
5595915930 2/16	5930 2/11/16	Paid by Check #7185		02/11/2016	02/26/2016	02/26/2016		02/26/2016	160.82
5595918801 2/16	8801 2/11/16	Paid by Check #7185		02/11/2016	02/26/2016	02/26/2016		02/26/2016	19.31
5595919111 2/16	9111 2/11/16	Paid by Check #7185		02/11/2016	02/26/2016	02/26/2016		02/26/2016	16.84
5595960479 2/16	0479 2/11/16	Paid by Check #7185		02/11/2016	02/26/2016	02/26/2016		02/26/2016	18.72
55959621692/16	DVC 596-2169	Paid by Check #7185		02/11/2016	02/26/2016	02/26/2016		02/26/2016	71.06
Vendor <b>17 - AT&amp;T</b> Totals							Invoices	7	\$372.51
<b>Vendor 40 - Richard Leroy Barkley</b>									
8582	Repairs/Maintenance	Paid by Check #7186		02/18/2016	02/26/2016	02/26/2016		02/26/2016	100.00
Vendor <b>40 - Richard Leroy Barkley</b> Totals							Invoices	1	\$100.00
<b>Vendor 116 - BSK Analytical Laboratories</b>									
A521733	Professional Services	Paid by Check #7187		10/12/2015	02/26/2016	02/26/2016		02/26/2016	108.00
A522267	Professional Services	Paid by Check #7187		10/16/2015	02/26/2016	02/26/2016		02/26/2016	251.00
Vendor <b>116 - BSK Analytical Laboratories</b> Totals							Invoices	2	\$359.00
<b>Vendor 103 - BSN Sports</b>									
97626995	Fy 15/16-Sports-Baseball/Softball equipment	Paid by Check #7188		02/05/2016	02/26/2016	02/26/2016	02/16/2016	02/26/2016	4,970.92
Vendor <b>103 - BSN Sports</b> Totals							Invoices	1	\$4,970.92
<b>Vendor 204 - Burton's Fire Inc.</b>									
S31547	Repairs/Maintenance	Paid by Check #7189		02/08/2016	02/26/2016	02/26/2016		02/26/2016	107.78
Vendor <b>204 - Burton's Fire Inc.</b> Totals							Invoices	1	\$107.78
<b>Vendor 725 - CDW Government</b>									
BZN6850	Office Supplies	Paid by Check #7190		02/08/2016	02/26/2016	02/26/2016		02/26/2016	133.04
Vendor <b>725 - CDW Government</b> Totals							Invoices	1	\$133.04



# Accounts Payable Invoice Report

Payment Date Range 02/21/16 - 02/26/16  
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 Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
<b>Vendor 44 - Central Valley Lock &amp; Safe</b>									
47524	Professional Services	Paid by Check #7191		02/18/2016	02/26/2016	02/26/2016		02/26/2016	135.00
		Vendor 44 - Central Valley Lock & Safe Totals					Invoices	1	<u>\$135.00</u>
<b>Vendor 352 - Chem Quip Inc.</b>									
5427734	Cleaning Supplies	Paid by Check #7192		02/10/2016	02/26/2016	02/26/2016		02/26/2016	419.98
		Vendor 352 - Chem Quip Inc. Totals					Invoices	1	<u>\$419.98</u>
<b>Vendor 8 - City of Dinuba</b>									
Petty Cash 2/16	Miscellaneous	Paid by Check #7193		02/16/2016	02/26/2016	02/26/2016		02/26/2016	293.96
		Vendor 8 - City of Dinuba Totals					Invoices	1	<u>\$293.96</u>
<b>Vendor 1066 - CLIA Laboratory Program</b>									
05D0948707 2016	2016-2018 License	Paid by Check #7194		01/19/2016	02/26/2016	02/26/2016		02/26/2016	150.00
		Vendor 1066 - CLIA Laboratory Program Totals					Invoices	1	<u>\$150.00</u>
<b>Vendor 170 - Comcast</b>									
0013307 2/09/16	Communications	Paid by Check #7195		02/09/2016	02/26/2016	02/26/2016		02/26/2016	156.78
0148160 2/11/16	Communications	Paid by Check #7195		02/11/2016	02/26/2016	02/26/2016		02/26/2016	136.16
0148178 2/12/16	Communications	Paid by Check #7195		02/12/2016	02/26/2016	02/26/2016		02/26/2016	231.16
		Vendor 170 - Comcast Totals					Invoices	3	<u>\$524.10</u>
<b>Vendor 859 - Costco Membership</b>									
783632304 2016	Dues & Subscriptions	Paid by Check #7196		02/22/2016	02/26/2016	02/26/2016		02/26/2016	110.00
		Vendor 859 - Costco Membership Totals					Invoices	1	<u>\$110.00</u>
<b>Vendor 719 - Department of Motor Vehicles</b>									
2016CA Veh Code	Publications & Subscriptions	Paid by Check #7197		02/18/2016	02/26/2016	02/26/2016		02/26/2016	165.87
		Vendor 719 - Department of Motor Vehicles Totals					Invoices	1	<u>\$165.87</u>
<b>Vendor 166 - Dinuba Glass LLC.</b>									
15082	Building Maintenance & Supplies	Paid by Check #7198		02/10/2016	02/26/2016	02/26/2016		02/26/2016	98.56
		Vendor 166 - Dinuba Glass LLC. Totals					Invoices	1	<u>\$98.56</u>
<b>Vendor 85 - Dinuba Lions Club</b>									
February 2016	Dues & Subscriptions	Paid by Check #7199		02/22/2016	02/26/2016	02/26/2016		02/26/2016	141.00
		Vendor 85 - Dinuba Lions Club Totals					Invoices	1	<u>\$141.00</u>
<b>Vendor 341 - Dinuba Tires LLC</b>									
46488	Repairs/Maintenance	Paid by Check #7200		02/09/2016	02/26/2016	02/26/2016		02/26/2016	200.00
46495	Repairs/Maintenance	Paid by Check #7200		02/12/2016	02/26/2016	02/26/2016		02/26/2016	30.00
		Vendor 341 - Dinuba Tires LLC Totals					Invoices	2	<u>\$230.00</u>



# Accounts Payable Invoice Report

Payment Date Range 02/21/16 - 02/26/16  
 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
<b>Vendor 200 - Dinuba Unified School District</b>									
1641	January 2016	Paid by Check #7201		02/11/2016	02/26/2016	02/26/2016		02/26/2016	3,300.00
Vendor 200 - Dinuba Unified School District Totals							Invoices	1	<u>\$3,300.00</u>
<b>Vendor 407 - Ed's Custom Collision Center</b>									
7232	Repairs/Maintenance	Paid by Check #7202		02/10/2016	02/26/2016	02/26/2016		02/26/2016	654.75
Vendor 407 - Ed's Custom Collision Center Totals							Invoices	1	<u>\$654.75</u>
<b>Vendor 16 - Ernest Packaging Solutions</b>									
187844	Fy 15/16-Parks-janitorial supplies	Paid by Check #7203		02/05/2016	02/26/2016	02/26/2016	02/11/2016	02/26/2016	948.49
188185	Fy 15/16-Parks-janitorial supplies	Paid by Check #7203		02/12/2016	02/26/2016	02/26/2016	02/22/2016	02/26/2016	145.62
R03155	Fy 15/16-Parks-Credit memo on return inv#187844	Paid by Check #7203		02/22/2016	02/26/2016	02/26/2016	02/22/2016	02/26/2016	(77.56)
Vendor 16 - Ernest Packaging Solutions Totals							Invoices	3	<u>\$1,016.55</u>
<b>Vendor 235 - FERGUSON ENTERPRISES, INC.</b>									
1152731	Supplies	Paid by Check #7204		02/10/2016	02/26/2016	02/26/2016		02/26/2016	1,240.89
Vendor 235 - FERGUSON ENTERPRISES, INC. Totals							Invoices	1	<u>\$1,240.89</u>
<b>Vendor 98 - FGL Environmental</b>									
640118A	Professional Services	Paid by Check #7205		02/05/2016	02/26/2016	02/26/2016		02/26/2016	174.00
640119A	Professional Services	Paid by Check #7205		02/05/2016	02/26/2016	02/26/2016		02/26/2016	87.00
640210A	Professional Services	Paid by Check #7205		02/05/2016	02/26/2016	02/26/2016		02/26/2016	547.00
Vendor 98 - FGL Environmental Totals							Invoices	3	<u>\$808.00</u>
<b>Vendor 171 - Fruit Growers Supply Co.</b>									
91736967	Supplies	Paid by Check #7206		02/12/2016	02/26/2016	02/26/2016		02/26/2016	361.06
Vendor 171 - Fruit Growers Supply Co. Totals							Invoices	1	<u>\$361.06</u>
<b>Vendor 18 - The Gas Company</b>									
048615840452/16	Utilities	Paid by Check #7207		02/09/2016	02/26/2016	02/26/2016		02/26/2016	126.24
109549659672/16	DVC - Gas	Paid by Check #7207		02/09/2016	02/26/2016	02/26/2016		02/26/2016	1,150.35
162015670012/16	Utilities	Paid by Check #7207		02/09/2016	02/26/2016	02/26/2016		02/26/2016	428.70
16201580004 2/16	Utilities	Paid by Check #7207		02/09/2016	02/26/2016	02/26/2016		02/26/2016	113.86
183098544972/16	Utilities	Paid by Check #7207		02/09/2016	02/26/2016	02/26/2016		02/26/2016	234.39
Vendor 18 - The Gas Company Totals							Invoices	5	<u>\$2,053.54</u>
<b>Vendor 887 - Goodyear Commercial Tire &amp; Service Center</b>									
172-1034755	Repairs/Maintenance	Paid by Check #7208		02/12/2016	02/26/2016	02/26/2016		02/26/2016	1,576.37
Vendor 887 - Goodyear Commercial Tire & Service Center Totals							Invoices	1	<u>\$1,576.37</u>



# Accounts Payable Invoice Report

Payment Date Range 02/21/16 - 02/26/16  
 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
<b>Vendor 379 - Guardian EMS Products</b>									
5651913	Supplies	Paid by Check #7209		01/27/2016	02/26/2016	02/26/2016		02/26/2016	515.48
		Vendor 379 - Guardian EMS Products Totals					Invoices	1	<u>\$515.48</u>
<b>Vendor 150 - H &amp; H Tire Service Inc.</b>									
156920	Repairs/Maintenance	Paid by Check #7210		02/12/2016	02/26/2016	02/26/2016		02/26/2016	69.95
		Vendor 150 - H & H Tire Service Inc. Totals					Invoices	1	<u>\$69.95</u>
<b>Vendor 496 - The Hanover Insurance Company</b>									
2/5/16	Hanover Commercial policy	Paid by Check #7211		02/05/2016	02/26/2016	02/26/2016		02/26/2016	9,471.40
		Vendor 496 - The Hanover Insurance Company Totals					Invoices	1	<u>\$9,471.40</u>
<b>Vendor 174 - Howard's Pest Control</b>									
0247256	Contractual	Paid by Check #7212		02/05/2016	02/26/2016	02/26/2016		02/26/2016	34.00
0247668	Cust No. OP1088	Paid by Check #7212		02/05/2016	02/26/2016	02/26/2016		02/26/2016	47.00
0247545	KA1088	Paid by Check #7212		02/09/2016	02/26/2016	02/26/2016		02/26/2016	104.00
		Vendor 174 - Howard's Pest Control Totals					Invoices	3	<u>\$185.00</u>
<b>Vendor 106 - J's Communciation Inc.</b>									
45440	Professional Services	Paid by Check #7213		02/09/2016	02/26/2016	02/26/2016		02/26/2016	1,707.44
		Vendor 106 - J's Communciation Inc. Totals					Invoices	1	<u>\$1,707.44</u>
<b>Vendor 472 - Jacobson James &amp; Associates</b>									
1601.2814	Professional Services	Paid by Check #7214		02/18/2016	02/26/2016	02/26/2016		02/26/2016	728.65
		Vendor 472 - Jacobson James & Associates Totals					Invoices	1	<u>\$728.65</u>
<b>Vendor 50 - Jobs Available Inc.</b>									
2016 renewal	City of Dinuba 405 E El Monte Way, Dinuba CA 93618	Paid by Check #7215		02/18/2016	02/26/2016	02/26/2016		02/26/2016	45.00
		Vendor 50 - Jobs Available Inc. Totals					Invoices	1	<u>\$45.00</u>
<b>Vendor 785 - Judicial Council of California</b>									
54A Q2 15	Shared cost through 12/31/15	Paid by Check #7216		01/31/2016	02/26/2016	02/26/2016		02/26/2016	3,500.50
		Vendor 785 - Judicial Council of California Totals					Invoices	1	<u>\$3,500.50</u>
<b>Vendor 256 - Kamps Propane Inc.</b>									
38185	Fuels	Paid by Check #7217		02/17/2016	02/26/2016	02/26/2016		02/26/2016	16.30
		Vendor 256 - Kamps Propane Inc. Totals					Invoices	1	<u>\$16.30</u>
<b>Vendor 387 - Keller Ford Lincoln</b>									
50061277	Repairs/Maintenance	Paid by Check #7218		02/18/2016	02/26/2016	02/26/2016		02/26/2016	339.36
		Vendor 387 - Keller Ford Lincoln Totals					Invoices	1	<u>\$339.36</u>



# Accounts Payable Invoice Report

Payment Date Range 02/21/16 - 02/26/16  
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 Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
<b>Vendor 1063 - Kenneth Brady</b>									
289	Repairs/Maintenance	Paid by Check #7219		01/12/2016	02/26/2016	02/26/2016		02/26/2016	100.00
290	Repairs/Maintenance	Paid by Check #7219		02/04/2016	02/26/2016	02/26/2016		02/26/2016	120.00
Vendor <b>1063 - Kenneth Brady</b> Totals							Invoices	2	\$220.00
<b>Vendor 218 - Key Evidence Lock and Safe</b>									
120458	Office Supplies	Paid by Check #7220		02/15/2016	02/26/2016	02/26/2016		02/26/2016	921.71
Vendor <b>218 - Key Evidence Lock and Safe</b> Totals							Invoices	1	\$921.71
<b>Vendor 1014 - Knox Company</b>									
INV00786388	E-32	Paid by Check #7221		02/12/2016	02/26/2016	02/26/2016		02/26/2016	174.19
Vendor <b>1014 - Knox Company</b> Totals							Invoices	1	\$174.19
<b>Vendor 89 - Liebert Cassidy Whitmore</b>									
1416020	Legal Services (lawyers)	Paid by Check #7222		01/31/2016	02/26/2016	02/26/2016		02/26/2016	520.00
Vendor <b>89 - Liebert Cassidy Whitmore</b> Totals							Invoices	1	\$520.00
<b>Vendor 22 - Moore Twining Associates Inc.</b>									
5135370	Professional Services	Paid by Check #7223		12/04/2015	02/26/2016	02/26/2016		02/26/2016	196.00
5135372	Professional Services	Paid by Check #7223		12/04/2015	02/26/2016	02/26/2016		02/26/2016	196.00
6123381	Professional Services	Paid by Check #7223		01/13/2016	02/26/2016	02/26/2016		02/26/2016	63.00
6124116	Professional Services	Paid by Check #7223		02/02/2016	02/26/2016	02/26/2016		02/26/2016	35.00
6124117	Professional Services	Paid by Check #7223		02/02/2016	02/26/2016	02/26/2016		02/26/2016	35.00
6124217	Professional Services	Paid by Check #7223		02/05/2016	02/26/2016	02/26/2016		02/26/2016	105.00
6124293	Professional Services	Paid by Check #7223		02/09/2016	02/26/2016	02/26/2016		02/26/2016	45.00
6124378	Professional Services	Paid by Check #7223		02/10/2016	02/26/2016	02/26/2016		02/26/2016	131.00
6124382	Professional Services	Paid by Check #7223		02/10/2016	02/26/2016	02/26/2016		02/26/2016	131.00
6124386	Professional Services	Paid by Check #7223		02/10/2016	02/26/2016	02/26/2016		02/26/2016	131.00
6124497	Professional Services	Paid by Check #7223		02/16/2016	02/26/2016	02/26/2016		02/26/2016	131.00
6124584	Professional Services	Paid by Check #7223		02/17/2016	02/26/2016	02/26/2016		02/26/2016	131.00
6124585	Professional Services	Paid by Check #7223		02/17/2016	02/26/2016	02/26/2016		02/26/2016	146.00
6124586	Professional Services	Paid by Check #7223		02/17/2016	02/26/2016	02/26/2016		02/26/2016	80.00
6124595	Professional Services	Paid by Check #7223		02/17/2016	02/26/2016	02/26/2016		02/26/2016	131.00
6124644	Professional Services	Paid by Check #7223		02/18/2016	02/26/2016	02/26/2016		02/26/2016	63.00
Vendor <b>22 - Moore Twining Associates Inc.</b> Totals							Invoices	16	\$1,750.00
<b>Vendor 59 - Motorola Credit Cororation</b>									
13098644	Supplies	Paid by Check #7224		02/05/2016	02/26/2016	02/26/2016		02/26/2016	672.72
Vendor <b>59 - Motorola Credit Cororation</b> Totals							Invoices	1	\$672.72
<b>Vendor 749 - MuniServices</b>									
0000040605	Sales and Use Tax	Paid by Check #7225		02/08/2016	02/26/2016	02/26/2016		02/26/2016	5,566.48



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
<b>Vendor 749 - MuniServices</b>									
0000040606	Professional Services	Paid by Check #7225		02/08/2016	02/26/2016	02/26/2016		02/26/2016	125.29
<b>Vendor 749 - MuniServices Totals</b>							Invoices	2	\$5,691.77
<b>Vendor 884 - Napa Auto Parts</b>									
279133	Repairs/Maintenance	Paid by Check #7226		02/17/2016	02/26/2016	02/26/2016		02/26/2016	174.74
279136	Repairs/Maintenance	Paid by Check #7226		02/17/2016	02/26/2016	02/26/2016		02/26/2016	128.08
279303	Repairs/Maintenance	Paid by Check #7226		02/17/2016	02/26/2016	02/26/2016		02/26/2016	128.08
<b>Vendor 884 - Napa Auto Parts Totals</b>							Invoices	3	\$430.90
<b>Vendor 899 - NBS</b>									
1160103	Professional Services	Paid by Check #7227		01/20/2016	02/26/2016	02/26/2016		02/26/2016	975.00
<b>Vendor 899 - NBS Totals</b>							Invoices	1	\$975.00
<b>Vendor 142 - Office Depot BSD</b>									
822511849001	Fy 15/16-CS-Office Supplies	Paid by Check #7228		02/05/2016	02/26/2016	02/26/2016	02/17/2016	02/26/2016	125.45
<b>Vendor 142 - Office Depot BSD Totals</b>							Invoices	1	\$125.45
<b>Vendor 76 - Pacific Gas &amp; Electric</b>									
220142834892/16	Utilities	Paid by Check #7230		02/08/2016	02/26/2016	02/26/2016		02/26/2016	78.11
250971736422/16	DVC - L&M Alley Elec. Jan. 2016	Paid by Check #7229		02/08/2016	02/26/2016	02/26/2016		02/26/2016	99.59
284878382872/16	Utilities	Paid by Check #7230		02/08/2016	02/26/2016	02/26/2016		02/26/2016	10.18
35474471071 2/16	Utilities	Paid by Check #7229		02/08/2016	02/26/2016	02/26/2016		02/26/2016	313.57
568305450692/16	Utilities	Paid by Check #7229		02/08/2016	02/26/2016	02/26/2016		02/26/2016	1,583.89
600855929172/16	DVC Electricity Jan. 2016	Paid by Check #7229		02/08/2016	02/26/2016	02/26/2016		02/26/2016	559.34
602118118762/16	Utilities	Paid by Check #7230		02/08/2016	02/26/2016	02/26/2016		02/26/2016	1,229.66
610825188062/16	Utilities	Paid by Check #7230		02/08/2016	02/26/2016	02/26/2016		02/26/2016	20.37
61830544740 2/16	Utilities	Paid by Check #7229		02/08/2016	02/26/2016	02/26/2016		02/26/2016	795.18
687037607742/16	Utilities	Paid by Check #7229		02/08/2016	02/26/2016	02/26/2016		02/26/2016	148.23
860727324972/16	Utilities	Paid by Check #7230		02/08/2016	02/26/2016	02/26/2016		02/26/2016	21.40
909971991132/16	Utilities	Paid by Check #7229		02/08/2016	02/26/2016	02/26/2016		02/26/2016	10.18
134971623572/16	Utilities	Paid by Check #7229		02/09/2016	02/26/2016	02/26/2016		02/26/2016	1,101.47
169314496942/16	Utilities	Paid by Check #7230		02/09/2016	02/26/2016	02/26/2016		02/26/2016	22.92
339630846042/16	Utilities	Paid by Check #7230		02/09/2016	02/26/2016	02/26/2016		02/26/2016	10.18
945914183252/16	Utilities	Paid by Check #7230		02/09/2016	02/26/2016	02/26/2016		02/26/2016	10.18
155771097452/16	Utilities	Paid by Check #7230		02/10/2016	02/26/2016	02/26/2016		02/26/2016	290.66
294652070082/16	Utilities	Paid by Check #7230		02/10/2016	02/26/2016	02/26/2016		02/26/2016	44.46
502735657342/16	Utilities	Paid by Check #7229		02/10/2016	02/26/2016	02/26/2016		02/26/2016	64.03
731427487112/16	Utilities	Paid by Check #7230		02/10/2016	02/26/2016	02/26/2016		02/26/2016	1,338.22
847471995152/16	Utilities	Paid by Check #7229		02/10/2016	02/26/2016	02/26/2016		02/26/2016	61.07
831902407272/16	Utilities	Paid by Check #7230		02/11/2016	02/26/2016	02/26/2016		02/26/2016	19.71



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
<b>Vendor 76 - Pacific Gas &amp; Electric</b>									
954874984792/16	Utilities	Paid by Check #7229		02/12/2016	02/26/2016	02/26/2016		02/26/2016	62.16
		Vendor <b>76 - Pacific Gas &amp; Electric</b> Totals				Invoices	23		<u>\$7,894.76</u>
<b>Vendor 39 - Pioneer Equipment Company</b>									
AP40571	Supplies	Paid by Check #7231		02/12/2016	02/26/2016	02/26/2016		02/26/2016	16.77
		Vendor <b>39 - Pioneer Equipment Company</b> Totals				Invoices	1		<u>\$16.77</u>
<b>Vendor 651 - Devon Popovich</b>									
Reimb. Def. Comp	Miscellaneous	Paid by Check #7232		02/19/2016	02/26/2016	02/26/2016		02/26/2016	640.37
		Vendor <b>651 - Devon Popovich</b> Totals				Invoices	1		<u>\$640.37</u>
<b>Vendor 1008 - Precision Graphics Screen and Digital Inc.</b>									
10928	New Engine	Paid by Check #7233		02/11/2016	02/26/2016	02/26/2016		02/26/2016	1,452.53
10929	M-735	Paid by Check #7233		02/11/2016	02/26/2016	02/26/2016		02/26/2016	1,806.56
		Vendor <b>1008 - Precision Graphics Screen and Digital Inc.</b> Totals				Invoices	2		<u>\$3,259.09</u>
<b>Vendor 854 - Quality Alignment</b>									
29195	Repairs/Maintenance	Paid by Check #7234		02/12/2016	02/26/2016	02/26/2016		02/26/2016	69.95
		Vendor <b>854 - Quality Alignment</b> Totals				Invoices	1		<u>\$69.95</u>
<b>Vendor 1065 - Quality Machinery Center</b>									
86646T	Repairs/Maintenance	Paid by Check #7235		02/08/2016	02/26/2016	02/26/2016		02/26/2016	2,129.42
		Vendor <b>1065 - Quality Machinery Center</b> Totals				Invoices	1		<u>\$2,129.42</u>
<b>Vendor 968 - Quic Shop Markets, Inc.</b>									
10356	Repairs/Maintenance	Paid by Check #7236		02/03/2016	02/26/2016	02/26/2016		02/26/2016	70.00
		Vendor <b>968 - Quic Shop Markets, Inc.</b> Totals				Invoices	1		<u>\$70.00</u>
<b>Vendor 157 - Quill Corp.</b>									
3199477	Office Supplies	Paid by Check #7237		02/10/2016	02/26/2016	02/26/2016		02/26/2016	162.58
		Vendor <b>157 - Quill Corp.</b> Totals				Invoices	1		<u>\$162.58</u>
<b>Vendor 33 - R &amp; S Erection of Fresno County</b>									
5683	Fire Service Call	Paid by Check #7238		02/22/2016	02/26/2016	02/26/2016		02/26/2016	175.00
		Vendor <b>33 - R &amp; S Erection of Fresno County</b> Totals				Invoices	1		<u>\$175.00</u>
<b>Vendor 38 - Buttonwillow Nursery Reedley Irrigation System</b>									
1074850	Building Maintenance & Supplies	Paid by Check #7239		02/16/2016	02/26/2016	02/26/2016		02/26/2016	66.56
		Vendor <b>38 - Buttonwillow Nursery Reedley Irrigation System</b> Totals				Invoices	1		<u>\$66.56</u>



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
<b>Vendor 130 - Reedley Lumber</b>									
85170	Building Maintenance & Supplies	Paid by Check #7240		02/09/2016	02/26/2016	02/26/2016		02/26/2016	59.79
									\$59.79
Vendor <b>130 - Reedley Lumber</b> Totals							Invoices	1	
<b>Vendor 349 - RES COM Pest Control</b>									
1405989	Professional Services	Paid by Check #7241		02/11/2016	02/26/2016	02/26/2016		02/26/2016	40.00
									\$40.00
Vendor <b>349 - RES COM Pest Control</b> Totals							Invoices	1	
<b>Vendor 264 - Salinas Towing</b>									
DPD 4634	Professional Services	Paid by Check #7242		01/20/2016	02/26/2016	02/26/2016		02/26/2016	232.50
									\$232.50
Vendor <b>264 - Salinas Towing</b> Totals							Invoices	1	
<b>Vendor 792 - Mayra Sanchez</b>									
Reimb supplies	Supplies	Paid by Check #7243		02/16/2016	02/26/2016	02/26/2016		02/26/2016	93.31
Reimb xmas	Food & Beverages	Paid by Check #7243		02/16/2016	02/26/2016	02/26/2016		02/26/2016	80.00
									\$173.31
Vendor <b>792 - Mayra Sanchez</b> Totals							Invoices	2	
<b>Vendor 42 - Scout Specialties</b>									
93799	Fy 15/16-Parks-3/4 SS E-Clip	Paid by Check #7244		01/07/2016	02/26/2016	02/26/2016	02/17/2016	02/26/2016	1.41
94527	Supplies	Paid by Check #7244		02/02/2016	02/26/2016	02/26/2016		02/26/2016	161.09
94553	Supplies	Paid by Check #7244		02/02/2016	02/26/2016	02/26/2016		02/26/2016	37.19
									\$199.69
Vendor <b>42 - Scout Specialties</b> Totals							Invoices	3	
<b>Vendor 278 - Supplyworks</b>									
5161060-00	Cleaning Supplies	Paid by Check #7245		02/09/2016	02/26/2016	02/26/2016		02/26/2016	418.27
5161062-00	Cleaning Supplies	Paid by Check #7245		02/09/2016	02/26/2016	02/26/2016		02/26/2016	455.41
									\$873.68
Vendor <b>278 - Supplyworks</b> Totals							Invoices	2	
<b>Vendor 147 - Swanson-Farney Ford Sales</b>									
2089FOW	Repairs/Maintenance	Paid by Check #7246		02/17/2016	02/26/2016	02/26/2016		02/26/2016	82.00
2128FOW	Repairs/Maintenance	Paid by Check #7246		02/19/2016	02/26/2016	02/26/2016		02/26/2016	95.33
									\$177.33
Vendor <b>147 - Swanson-Farney Ford Sales</b> Totals							Invoices	2	
<b>Vendor 189 - Terminix International</b>									
352056329	Building Maintenance & Supplies	Paid by Check #7247		01/04/2016	02/26/2016	02/26/2016		02/26/2016	21.00
									\$21.00
Vendor <b>189 - Terminix International</b> Totals							Invoices	1	
<b>Vendor 426 - Tioga Solar</b>									
SLB-1244	Solar Production for January	Paid by Check #7248		01/31/2016	02/26/2016	02/26/2016		02/26/2016	13,976.27
									\$13,976.27
Vendor <b>426 - Tioga Solar</b> Totals							Invoices	1	



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
<b>Vendor 902 - Tractor Supply Credit Plan</b>									
0027 1/29/16	Supplies	Paid by Check #7249		01/29/2016	02/26/2016	02/26/2016		02/26/2016	164.17
		Vendor 902 - Tractor Supply Credit Plan Totals					Invoices	1	<u>\$164.17</u>
<b>Vendor 49 - Tulare County</b>									
IN0154978	Facility ID FA1349115	Paid by Check #7250		02/04/2016	02/26/2016	02/26/2016		02/26/2016	450.00
		Vendor 49 - Tulare County Totals					Invoices	1	<u>\$450.00</u>
<b>Vendor 307 - Tulare County Consolidated Ambulance Dispatch, Inc</b>									
1018	2nd Q 2016	Paid by Check #7251		03/02/2016	02/26/2016	02/26/2016		02/26/2016	450.00
		Vendor 307 - Tulare County Consolidated Ambulance Dispatch, Inc Totals					Invoices	1	<u>\$450.00</u>
<b>Vendor 296 - Tulare Kings Veterinary Emergency</b>									
79196	Professional Services	Paid by Check #7252		02/15/2016	02/26/2016	02/26/2016		02/26/2016	45.00
		Vendor 296 - Tulare Kings Veterinary Emergency Totals					Invoices	1	<u>\$45.00</u>
<b>Vendor 729 - Tulare Regional Medical Center</b>									
88991989 2/1/16	Professional Services	Paid by Check #7253		02/01/2016	02/26/2016	02/26/2016		02/26/2016	861.00
		Vendor 729 - Tulare Regional Medical Center Totals					Invoices	1	<u>\$861.00</u>
<b>Vendor 19 - U.S. Postmaster</b>									
Permit 57 2/16	FireMed Mailing	Paid by Check #7254		02/22/2016	02/26/2016	02/26/2016		02/26/2016	192.53
		Vendor 19 - U.S. Postmaster Totals					Invoices	1	<u>\$192.53</u>
<b>Vendor 154 - USA Bluebook</b>									
828166	Supplies	Paid by Check #7255		12/18/2015	02/26/2016	02/26/2016		02/26/2016	(172.86)
861456	Supplies	Paid by Check #7255		02/01/2016	02/26/2016	02/26/2016		02/26/2016	176.11
		Vendor 154 - USA Bluebook Totals					Invoices	2	<u>\$3.25</u>
<b>Vendor 359 - Valero Marketing &amp; Supply Company</b>									
71077192 020816	fuel for January 2016	Paid by Check #7256		02/19/2016	02/26/2016	02/26/2016		02/26/2016	5,219.96
		Vendor 359 - Valero Marketing & Supply Company Totals					Invoices	1	<u>\$5,219.96</u>
<b>Vendor 129 - Valley Industrial &amp; Family Medical Group</b>									
295539	Professional Services	Paid by Check #7257		02/12/2016	02/26/2016	02/26/2016		02/26/2016	100.00
		Vendor 129 - Valley Industrial & Family Medical Group Totals					Invoices	1	<u>\$100.00</u>
<b>Vendor 354 - Verizon Wireless</b>									
9760108446	Telephone	Paid by Check #7258		02/07/2016	02/26/2016	02/26/2016		02/26/2016	304.62
		Vendor 354 - Verizon Wireless Totals					Invoices	1	<u>\$304.62</u>
<b>Vendor 549 - Wal-Mart</b>									
2435 2/6/16	Supplies	Paid by Check #7260		02/09/2016	02/26/2016	02/26/2016		02/26/2016	100.83



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
<b>Vendor 549 - Wal-Mart</b>									
2450 2/16/16	Supplies	Paid by Check #7259		02/16/2016	02/26/2016	02/26/2016		02/26/2016	56.43
			Vendor <b>549 - Wal-Mart</b> Totals			Invoices	2		<u>\$157.26</u>
<b>Vendor 863 - Wells Fargo Equipment Finance, Inc.</b>									
000000010963743	2013 Freightliner	Paid by Check #7261		02/05/2016	02/26/2016	02/26/2016		02/26/2016	79,084.08
			Vendor <b>863 - Wells Fargo Equipment Finance, Inc.</b> Totals			Invoices	1		<u>\$79,084.08</u>
<b>Vendor 962 - Willdan Financial Services</b>									
010-30015	Utility Rate Analysis and Cost Allocation Plan Update	Paid by Check #7262		01/19/2016	02/26/2016	02/26/2016		02/26/2016	7,629.00
			Vendor <b>962 - Willdan Financial Services</b> Totals			Invoices	1		<u>\$7,629.00</u>
<b>Vendor David Sherwood</b>									
Reimb D150232	Miscellaneous	Paid by Check #7263		02/16/2016	02/26/2016	02/26/2016		02/26/2016	107.36
			Vendor <b>David Sherwood</b> Totals			Invoices	1		<u>\$107.36</u>
			Grand Totals			Invoices	166		<u><u>\$264,786.59</u></u>



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount	
<b>Vendor 417 - 1800 Boardup of the Central San Joaquin Valley</b>										
4644	BOARD UP FEES FOR 1273 BRENT RD.	Paid by Check #7264		02/22/2016	03/04/2016	03/04/2016		03/04/2016	190.00	
4645	BOARD UP FEES FOR 875 SUNSET	Paid by Check #7264		02/22/2016	03/04/2016	03/04/2016		03/04/2016	1,400.00	
<b>Vendor 417 - 1800 Boardup of the Central San Joaquin Valley Totals</b>								Invoices	2	\$1,590.00
<b>Vendor 385 - 4 Creeks, Inc.</b>										
8389	4Creeks bike lane	Paid by Check #7265		02/17/2016	03/04/2016	03/04/2016		03/04/2016	6,408.74	
<b>Vendor 385 - 4 Creeks, Inc. Totals</b>								Invoices	1	\$6,408.74
<b>Vendor 72 - A-C Electric Company</b>										
32998	A-C Electric Ave 416 Project	Paid by Check #7266		02/05/2016	03/04/2016	03/04/2016		03/04/2016	1,882.20	
<b>Vendor 72 - A-C Electric Company Totals</b>								Invoices	1	\$1,882.20
<b>Vendor 1036 - Allstar Fire Equipment</b>										
186397	New Engine	Paid by Check #7267		12/03/2015	03/04/2016	03/04/2016		03/04/2016	4,691.53	
186511	New Engine	Paid by Check #7267		12/10/2015	03/04/2016	03/04/2016		03/04/2016	8,590.87	
<b>Vendor 1036 - Allstar Fire Equipment Totals</b>								Invoices	2	\$13,282.40
<b>Vendor 137 - Alta Automotive</b>										
030631	Fy 15/16-Parks-Mower repair	Paid by Check #7268		02/17/2016	03/04/2016	03/04/2016	02/22/2016	03/04/2016	1,099.80	
<b>Vendor 137 - Alta Automotive Totals</b>								Invoices	1	\$1,099.80
<b>Vendor 145 - Arbitrage Compliance Specialists</b>										
1015650	Miscellaneous	Paid by Check #7269		02/05/2016	03/04/2016	03/04/2016	03/04/2016	03/04/2016	1,250.00	
<b>Vendor 145 - Arbitrage Compliance Specialists Totals</b>								Invoices	1	\$1,250.00
<b>Vendor 17 - AT&amp;T</b>										
55959159212/16	Telephone	Paid by Check #7271		02/10/2016	03/04/2016	03/04/2016		03/04/2016	247.71	
55959514852/16	Telephone	Paid by Check #7271		02/10/2016	03/04/2016	03/04/2016		03/04/2016	35.55	
55959515702/16	Telephone	Paid by Check #7271		02/10/2016	03/04/2016	03/04/2016		03/04/2016	20.54	
55959515712/16	Telephone	Paid by Check #7271		02/10/2016	03/04/2016	03/04/2016		03/04/2016	38.98	
55959588242/16	Telephone	Paid by Check #7270		02/10/2016	03/04/2016	03/04/2016		03/04/2016	17.03	
55959594532/16	Telephone	Paid by Check #7270		02/10/2016	03/04/2016	03/04/2016	03/04/2016	03/04/2016	19.26	
55959596752/16	Telephone	Paid by Check #7271		02/10/2016	03/04/2016	03/04/2016		03/04/2016	18.72	
55959597892/16	Telephone	Paid by Check #7271		02/10/2016	03/04/2016	03/04/2016		03/04/2016	18.72	
23434391592/16	Telephone	Paid by Check #7270		02/11/2016	03/04/2016	03/04/2016	03/04/2016	03/04/2016	393.89	
55959106962/16	Telephone	Paid by Check #7270		02/11/2016	03/04/2016	03/04/2016	03/04/2016	03/04/2016	29.21	
55959138152/16	Telephone	Paid by Check #7270		02/11/2016	03/04/2016	03/04/2016	03/04/2016	03/04/2016	18.82	
55959142462/16	Telephone	Paid by Check #7270		02/11/2016	03/04/2016	03/04/2016	03/04/2016	03/04/2016	35.64	
55959144452/16	Communications	Paid by Check #7270		02/11/2016	03/04/2016	03/04/2016		03/04/2016	16.84	
55959159002/16	Telephone	Paid by Check #7270		02/11/2016	03/04/2016	03/04/2016	03/04/2016	03/04/2016	196.07	
55959159112/16	Communications	Paid by Check #7270		02/11/2016	03/04/2016	03/04/2016		03/04/2016	573.94	



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
<b>Vendor 17 - AT&amp;T</b>									
55959159402/16	Telephone	Paid by Check #7270		02/11/2016	03/04/2016	03/04/2016		03/04/2016	194.17
55959184712/16	Communications	Paid by Check #7270		02/11/2016	03/04/2016	03/04/2016		03/04/2016	16.84
06502122802/16	Telephone	Paid by Check #7270		02/13/2016	03/04/2016	03/04/2016	03/04/2016	03/04/2016	43.16
23426784462/16	Communications	Paid by Check #7270		02/20/2016	03/04/2016	03/04/2016		03/04/2016	43.16
23426785052/16	Communications	Paid by Check #7270		02/20/2016	03/04/2016	03/04/2016		03/04/2016	140.13
<b>Vendor 17 - AT&amp;T Totals</b>							Invoices	20	<b>\$2,118.38</b>
<b>Vendor 289 - AT&amp;T Mobility LLC</b>									
28701518312/16	Telephone	Paid by Check #7272		02/16/2016	03/04/2016	03/04/2016		03/04/2016	707.04
2870151847342.16	February 2016	Paid by Check #7272		02/16/2016	03/04/2016	03/04/2016		03/04/2016	517.92
28724128352/16	Telephone	Paid by Check #7272		02/16/2016	03/04/2016	03/04/2016		03/04/2016	638.54
8287427052/16	CMO Staff Cell Phones 1/17 - 2/16/2016	Paid by Check #7272		02/16/2016	03/04/2016	03/04/2016		03/04/2016	545.26
9903987552.16	Telephone	Paid by Check #7272		02/16/2016	03/04/2016	03/04/2016		03/04/2016	232.23
<b>Vendor 289 - AT&amp;T Mobility LLC Totals</b>							Invoices	5	<b>\$2,640.99</b>
<b>Vendor 748 - Bankcard Center</b>									
8315 2/14/15	Dues & Subscriptions	Paid by Check #7273		02/13/2015	03/04/2016	03/04/2016		03/04/2016	30.00
2360 2/14/16	Miscellaneous	Paid by Check #7273		02/14/2016	03/04/2016	03/04/2016		03/04/2016	2,101.95
3450 2/14/16	Dues & Subscriptions	Paid by Check #7273		02/14/2016	03/04/2016	03/04/2016		03/04/2016	30.00
6502 2/14/16	Miscellaneous	Paid by Check #7273		02/14/2016	03/04/2016	03/04/2016		03/04/2016	616.00
8315 2/14/16	Dues & Subscriptions	Paid by Check #7273		02/14/2016	03/04/2016	03/04/2016		03/04/2016	30.00
8380 2/14/16	Dues & Subscriptions	Paid by Check #7273		02/14/2016	03/04/2016	03/04/2016		03/04/2016	30.00
<b>Vendor 748 - Bankcard Center Totals</b>							Invoices	6	<b>\$2,837.95</b>
<b>Vendor 116 - BSK Analytical Laboratories</b>									
A603490	Professional Services	Paid by Check #7274		02/22/2016	03/04/2016	03/04/2016		03/04/2016	331.00
<b>Vendor 116 - BSK Analytical Laboratories Totals</b>							Invoices	1	<b>\$331.00</b>
<b>Vendor 302 - Bus West Fresno</b>									
BN74811	Repairs/Maintenance	Paid by Check #7275		02/18/2016	03/04/2016	03/04/2016		03/04/2016	80.45
<b>Vendor 302 - Bus West Fresno Totals</b>							Invoices	1	<b>\$80.45</b>
<b>Vendor 739 - Business Card</b>									
7424 2-15-2016	DVC Credit Card Stmt. 1/16 - 2/15/2016	Paid by Check #7276		02/16/2016	03/04/2016	03/04/2016		03/04/2016	3.18
<b>Vendor 739 - Business Card Totals</b>							Invoices	1	<b>\$3.18</b>
<b>Vendor 725 - CDW Government</b>									
BZX8404	New World Epson Printer Power Cords - 2	Paid by Check #7277		02/09/2016	03/04/2016	03/04/2016		03/04/2016	54.38
<b>Vendor 725 - CDW Government Totals</b>							Invoices	1	<b>\$54.38</b>





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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount	
<b>Vendor 527 - Everbank Commercial Finance, Inc.</b>										
3590895	5050N Copier	Paid by Check #7288		02/13/2016	03/04/2016	03/04/2016		03/04/2016	214.28	
							Vendor 527 - Everbank Commercial Finance, Inc. Totals	Invoices	1	<u>\$214.28</u>
<b>Vendor 442 - Fastenal Company</b>										
CAREE30016	Building Maintenance & Supplies	Paid by Check #7289		02/08/2016	03/04/2016	03/04/2016		03/04/2016	115.79	
CAREE30147	Machinery/Safety Equipment	Paid by Check #7289		02/19/2016	03/04/2016	03/04/2016		03/04/2016	282.53	
							Vendor 442 - Fastenal Company Totals	Invoices	2	<u>\$398.32</u>
<b>Vendor 35 - Federal Express Corporation</b>										
5-325-70902	Postage	Paid by Check #7290		02/19/2016	03/04/2016	03/04/2016	03/04/2016	03/04/2016	39.41	
							Vendor 35 - Federal Express Corporation Totals	Invoices	1	<u>\$39.41</u>
<b>Vendor 235 - FERGUSON ENTERPRISES, INC.</b>										
1152731-1	Supplies	Paid by Check #7291		02/19/2016	03/04/2016	03/04/2016		03/04/2016	547.07	
1156264	Supplies	Paid by Check #7291		02/24/2016	03/04/2016	03/04/2016		03/04/2016	140.02	
							Vendor 235 - FERGUSON ENTERPRISES, INC. Totals	Invoices	2	<u>\$687.09</u>
<b>Vendor 1068 - GHD Services Inc.</b>										
744155	GHD MS4 Permit	Paid by Check #7292		02/09/2016	03/04/2016	03/04/2016		03/04/2016	2,095.00	
							Vendor 1068 - GHD Services Inc. Totals	Invoices	1	<u>\$2,095.00</u>
<b>Vendor 712 - Golden State Overnight</b>										
3007885	Transit Housing Communication	Paid by Check #7293		02/15/2016	03/04/2016	03/04/2016		03/04/2016	31.16	
							Vendor 712 - Golden State Overnight Totals	Invoices	1	<u>\$31.16</u>
<b>Vendor 68 - Grainger Inc.</b>										
9862944007	Repairs/Maintenance	Paid by Check #7294		10/08/2015	03/04/2016	03/04/2016		03/04/2016	43.01	
9862944015	Repairs/Maintenance	Paid by Check #7294		10/08/2015	03/04/2016	03/04/2016		03/04/2016	41.50	
9003615326	Repairs/Maintenance	Paid by Check #7294		01/20/2016	03/04/2016	03/04/2016		03/04/2016	116.09	
							Vendor 68 - Grainger Inc. Totals	Invoices	3	<u>\$200.60</u>
<b>Vendor 1031 - Joe Grijalva</b>										
Long Beach	Fy 15/16-Parks-Joe Grijalva Per Diem -Long Beach	Paid by Check #7295		02/25/2016	03/04/2016	03/04/2016	02/25/2016	03/04/2016	160.00	
							Vendor 1031 - Joe Grijalva Totals	Invoices	1	<u>\$160.00</u>
<b>Vendor 379 - Guardian EMS Products</b>										
5645895	Supplies	Paid by Check #7296		12/28/2015	03/04/2016	03/04/2016		03/04/2016	4,932.66	
5650652	Supplies	Paid by Check #7296		01/20/2016	03/04/2016	03/04/2016		03/04/2016	8.79	
5654932	Supplies	Paid by Check #7296		02/10/2016	03/04/2016	03/04/2016		03/04/2016	118.55	



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
<b>Vendor 379 - Guardian EMS Products</b>									
5657363	Supplies Credit	Paid by Check #7296		02/23/2016	03/04/2016	03/04/2016		03/04/2016	(608.57)
									\$4,451.43
Vendor 379 - Guardian EMS Products Totals							Invoices	4	
<b>Vendor 752 - HD Waterworks, Ltd.</b>									
F067585	2 2" Meters	Paid by Check #7297		02/08/2016	03/04/2016	03/04/2016		03/04/2016	2,610.71
F097309	2-4" METERS, ENCODER MODULE	Paid by Check #7297		02/10/2016	03/04/2016	03/04/2016		03/04/2016	4,196.98
Vendor 752 - HD Waterworks, Ltd. Totals							Invoices	2	\$6,807.69
<b>Vendor 139 - Henry Schein Inc.</b>									
27159640	Supplies	Paid by Check #7298		01/21/2016	03/04/2016	03/04/2016		03/04/2016	1,027.62
27713667	Supplies	Paid by Check #7298		02/09/2016	03/04/2016	03/04/2016		03/04/2016	1,300.32
27767844	Supplies	Paid by Check #7298		02/10/2016	03/04/2016	03/04/2016		03/04/2016	295.26
Vendor 139 - Henry Schein Inc. Totals							Invoices	3	\$2,623.20
<b>Vendor 1061 - Independent Towing, LLC</b>									
31739	Repairs/Maintenance	Paid by Check #7299		10/17/2015	03/04/2016	03/04/2016		03/04/2016	257.50
Vendor 1061 - Independent Towing, LLC Totals							Invoices	1	\$257.50
<b>Vendor 472 - Jacobson James &amp; Associates</b>									
1601.2815	REMEDATION REVEIW - JANUARY 2016	Paid by Check #7300		02/18/2016	03/04/2016	03/04/2016		03/04/2016	4,488.75
Vendor 472 - Jacobson James & Associates Totals							Invoices	1	\$4,488.75
<b>Vendor 796 - L.N. Curtis &amp; Sons</b>									
1384128-00	Safety Equipment	Paid by Check #7301		01/27/2016	03/04/2016	03/04/2016		03/04/2016	762.20
1385907-00	Supplies	Paid by Check #7301		02/10/2016	03/04/2016	03/04/2016		03/04/2016	(196.19)
Vendor 796 - L.N. Curtis & Sons Totals							Invoices	2	\$566.01
<b>Vendor 53 - League of California Cities</b>									
7431	Membership	Paid by Check #7302		01/20/2016	03/04/2016	03/04/2016	03/04/2016	03/04/2016	198.50
Vendor 53 - League of California Cities Totals							Invoices	1	\$198.50
<b>Vendor 449 - Les Schwab Tire Centers of Central California</b>									
55100097590	Repairs/Maintenance	Paid by Check #7303		01/15/2016	03/04/2016	03/04/2016		03/04/2016	292.11
Vendor 449 - Les Schwab Tire Centers of Central California Totals							Invoices	1	\$292.11
<b>Vendor 220 - Marilyn and Cristy's Embroidery</b>									
2219	EMT Shirts	Paid by Check #7304		02/22/2016	03/04/2016	03/04/2016		03/04/2016	626.40
2222	PCF Shirts	Paid by Check #7304		02/24/2016	03/04/2016	03/04/2016		03/04/2016	95.16
Vendor 220 - Marilyn and Cristy's Embroidery Totals							Invoices	2	\$721.56



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
<b>Vendor 160 - MidValley Publishing Inc.</b>									
0295505-IN	mid valley comm exp	Paid by Check #7305		01/28/2016	03/04/2016	03/04/2016		03/04/2016	255.00
0295506-IN	Mid Valley Bike lane project	Paid by Check #7305		01/28/2016	03/04/2016	03/04/2016		03/04/2016	127.50
<b>Vendor 160 - MidValley Publishing Inc. Totals</b>							Invoices	2	\$382.50
<b>Vendor 22 - Moore Twining Associates Inc.</b>									
6124677	Professional Services	Paid by Check #7306		02/19/2016	03/04/2016	03/04/2016		03/04/2016	105.00
<b>Vendor 22 - Moore Twining Associates Inc. Totals</b>							Invoices	1	\$105.00
<b>Vendor 884 - Napa Auto Parts</b>									
280159	Repairs/Maintenance	Paid by Check #7307		02/22/2016	03/04/2016	03/04/2016		03/04/2016	255.32
<b>Vendor 884 - Napa Auto Parts Totals</b>							Invoices	1	\$255.32
<b>Vendor 142 - Office Depot BSD</b>									
821666090001	office supplies	Paid by Check #7308		02/02/2016	03/04/2016	03/04/2016		03/04/2016	205.72
824798287001	Office Supplies	Paid by Check #7308		02/18/2016	03/04/2016	03/04/2016		03/04/2016	48.24
824917089001	Office Supplies - Office Depot	Paid by Check #7308		02/18/2016	03/04/2016	03/04/2016		03/04/2016	202.59
825702141001	Supplies	Paid by Check #7308		02/23/2016	03/04/2016	03/04/2016		03/04/2016	168.23
825807337001	Supplies	Paid by Check #7308		02/23/2016	03/04/2016	03/04/2016		03/04/2016	59.37
<b>Vendor 142 - Office Depot BSD Totals</b>							Invoices	5	\$684.15
<b>Vendor 76 - Pacific Gas &amp; Electric</b>									
432339024692/16	Utilities	Paid by Check #7309		02/16/2016	03/04/2016	03/04/2016		03/04/2016	63.14
723267973792/16	Utilities	Paid by Check #7310		02/16/2016	03/04/2016	03/04/2016		03/04/2016	16,071.94
854359817422/16	Utilities	Paid by Check #7309		02/16/2016	03/04/2016	03/04/2016		03/04/2016	246.29
901837373532/16	Utilities	Paid by Check #7309		02/16/2016	03/04/2016	03/04/2016		03/04/2016	1,050.14
917922255332/16	Utilities	Paid by Check #7310		02/16/2016	03/04/2016	03/04/2016		03/04/2016	971.07
919617675882/16	Utilities	Paid by Check #7309		02/16/2016	03/04/2016	03/04/2016		03/04/2016	69.95
640799572502/16	Utilities	Paid by Check #7310		02/17/2016	03/04/2016	03/04/2016		03/04/2016	750.99
238356094232/16	Utilities	Paid by Check #7309		02/18/2016	03/04/2016	03/04/2016		03/04/2016	35.82
316657841902/16	Utilities	Paid by Check #7310		02/18/2016	03/04/2016	03/04/2016		03/04/2016	19.71
338077954232/16	Utilities	Paid by Check #7310		02/18/2016	03/04/2016	03/04/2016		03/04/2016	263.48
594966555032/16	Utilities	Paid by Check #7310		02/18/2016	03/04/2016	03/04/2016		03/04/2016	25.74
674421567812/16	Utilities	Paid by Check #7310		02/18/2016	03/04/2016	03/04/2016		03/04/2016	1,841.92
886695643252/16	Utilities	Paid by Check #7310		02/18/2016	03/04/2016	03/04/2016		03/04/2016	499.82
<b>Vendor 76 - Pacific Gas &amp; Electric Totals</b>							Invoices	13	\$21,910.01
<b>Vendor 7 - Pena's Disposal Services</b>									
232917	Fy 15/16-Parks 101.40.402-640.1020	Paid by Check #7311		02/22/2016	03/04/2016	03/04/2016	02/25/2016	03/04/2016	856.92
232924	Cust No. 01-153360	Paid by Check #7311		02/22/2016	03/04/2016	03/04/2016		03/04/2016	1,943.82
March 2016	Disposal payment for next month	Paid by Check #7311		03/01/2016	03/04/2016	03/04/2016		03/04/2016	60,000.00
<b>Vendor 7 - Pena's Disposal Services Totals</b>							Invoices	3	\$62,800.74



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<b>Vendor 70 - Physio Control</b>									
116083947	Cardiac Monitor	Paid by Check #7312		02/22/2016	03/04/2016	03/04/2016		03/04/2016	25,844.25
Vendor 70 - Physio Control Totals							Invoices	1	\$25,844.25
<b>Vendor 1051 - Provost &amp; Pritchard Consulting Group</b>									
56909	P & P Roosevelt and Gregory Design Restroom Installation	Paid by Check #7313		01/31/2016	03/04/2016	03/04/2016		03/04/2016	5,976.75
56910	P & P College Park Design RR and HVAC	Paid by Check #7313		01/31/2016	03/04/2016	03/04/2016		03/04/2016	4,876.48
56911	P&P FEMA LOMA Country Club	Paid by Check #7313		01/31/2016	03/04/2016	03/04/2016		03/04/2016	929.10
Vendor 1051 - Provost & Pritchard Consulting Group Totals							Invoices	3	\$11,782.33
<b>Vendor 29 - Quad Knopf Inc.</b>									
83522	quad general planning services	Paid by Check #7314		01/28/2016	03/04/2016	03/04/2016		03/04/2016	238.90
83524	Quad GIS	Paid by Check #7314		01/28/2016	03/04/2016	03/04/2016		03/04/2016	230.77
Vendor 29 - Quad Knopf Inc. Totals							Invoices	2	\$469.67
<b>Vendor 157 - Quill Corp.</b>									
3437009	Office Supplies	Paid by Check #7315		02/18/2016	03/04/2016	03/04/2016		03/04/2016	255.20
Vendor 157 - Quill Corp. Totals							Invoices	1	\$255.20
<b>Vendor 33 - R &amp; S Erection of Fresno County</b>									
5708	Operator Repair	Paid by Check #7316		02/23/2016	03/04/2016	03/04/2016		03/04/2016	1,610.00
Vendor 33 - R & S Erection of Fresno County Totals							Invoices	1	\$1,610.00
<b>Vendor 42 - Scout Specialties</b>									
94979	Supplies	Paid by Check #7317		02/16/2016	03/04/2016	03/04/2016		03/04/2016	7.40
95014	Supplies	Paid by Check #7317		02/16/2016	03/04/2016	03/04/2016		03/04/2016	160.41
95063	Supplies	Paid by Check #7317		02/18/2016	03/04/2016	03/04/2016		03/04/2016	107.66
Vendor 42 - Scout Specialties Totals							Invoices	3	\$275.47
<b>Vendor 46 - Self Help Enterprises</b>									
JAN 16 008	12-HOME-8566 January Billing Charges	Paid by Check #7318		01/31/2016	03/04/2016	03/04/2016		03/04/2016	736.00
JAN16 002	DINHMPI- January Billing Charges	Paid by Check #7318		01/31/2016	03/04/2016	03/04/2016		03/04/2016	19,534.00
JAN16 009	12-CDBG-8382 - January Billing Charges	Paid by Check #7318		01/31/2016	03/04/2016	03/04/2016		03/04/2016	342.00
JAN16 016	12-CALHOME-8687 - January Billing Charges	Paid by Check #7318		01/31/2016	03/04/2016	03/04/2016		03/04/2016	690.00
Vendor 46 - Self Help Enterprises Totals							Invoices	4	\$21,302.00



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Vendor <b>172 - Sequoia Safety Council, Inc.</b> R28723	Powell, John	Paid by Check #7319		02/24/2016	03/04/2016	03/04/2016		03/04/2016	281.69
		Vendor <b>172 - Sequoia Safety Council, Inc.</b> Totals				Invoices	1		<u>\$281.69</u>
Vendor <b>190 - Single Source Business Products</b> 069054I	Office Supplies	Paid by Check #7320		02/18/2016	03/04/2016	03/04/2016		03/04/2016	26.92
		Vendor <b>190 - Single Source Business Products</b> Totals				Invoices	1		<u>\$26.92</u>
Vendor <b>397 - Stantec Consulting Services, Inc.</b> 1005106	Stantec - PDR WWRF Phase II	Paid by Check #7321		01/27/2016	03/04/2016	03/04/2016		03/04/2016	2,775.63
		Vendor <b>397 - Stantec Consulting Services, Inc.</b> Totals				Invoices	1		<u>\$2,775.63</u>
Vendor <b>214 - Stericycle, Inc.</b> 3003328898	Supplies	Paid by Check #7322		03/01/2016	03/04/2016	03/04/2016		03/04/2016	110.19
		Vendor <b>214 - Stericycle, Inc.</b> Totals				Invoices	1		<u>\$110.19</u>
Vendor <b>301 - T&amp;T Pavement Markings and Products</b> 2016105	STREET SIGNS-STREET NAME, FLOODED, STOP AHEAD	Paid by Check #7323		02/19/2016	03/04/2016	03/04/2016		03/04/2016	4,514.38
		Vendor <b>301 - T&amp;T Pavement Markings and Products</b> Totals				Invoices	1		<u>\$4,514.38</u>
Vendor <b>49 - Tulare County</b> 14261	Supplies	Paid by Check #7324		02/23/2016	03/04/2016	03/04/2016		03/04/2016	45.36
		Vendor <b>49 - Tulare County</b> Totals				Invoices	1		<u>\$45.36</u>
Vendor <b>24 - Tuttle &amp; Mc Closkey</b> 25434	Services through 2/20/16	Paid by Check #7325		02/20/2016	03/04/2016	03/04/2016		03/04/2016	8,402.50
		Vendor <b>24 - Tuttle &amp; Mc Closkey</b> Totals				Invoices	1		<u>\$8,402.50</u>
Vendor <b>58 - Underground Service Alert</b> 16020007	Supplies	Paid by Check #7326		02/20/2016	03/04/2016	03/04/2016		03/04/2016	120.00
		Vendor <b>58 - Underground Service Alert</b> Totals				Invoices	1		<u>\$120.00</u>
Vendor <b>722 - United States Postal Service</b> 02/22/16	Postage meter replenishment	Paid by Check #7327		02/22/2016	03/04/2016	03/04/2016		03/04/2016	2,500.00
		Vendor <b>722 - United States Postal Service</b> Totals				Invoices	1		<u>\$2,500.00</u>
Vendor <b>354 - Verizon Wireless</b> 9760235220	Communications	Paid by Check #7328		02/10/2016	03/04/2016	03/04/2016		03/04/2016	2,249.40
9760447475	February 2016	Paid by Check #7329		02/12/2016	03/04/2016	03/04/2016		03/04/2016	190.25
		Vendor <b>354 - Verizon Wireless</b> Totals				Invoices	2		<u>\$2,439.65</u>



# Accounts Payable Invoice Report

Payment Date Range 03/04/16 - 03/04/16  
 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
<b>Vendor 27 - The Visalia Times-Delta</b>									
TD1126859 033116	Dues & Subscriptions	Paid by Check #7330		03/01/2016	03/04/2016	03/04/2016		03/04/2016	16.50
		Vendor <b>27 - The Visalia Times-Delta</b> Totals				Invoices	1		<u>\$16.50</u>
<b>Vendor 104 - Vision Service Plan</b>									
March 2016	12 003055 0002	Paid by Check #7331		02/19/2016	03/04/2016	03/04/2016		03/04/2016	3,071.52
		Vendor <b>104 - Vision Service Plan</b> Totals				Invoices	1		<u>\$3,071.52</u>
<b>Vendor 549 - Wal-Mart</b>									
2443 2/9/15	Supplies	Paid by Check #7332		02/09/2016	03/04/2016	03/04/2016		03/04/2016	314.06
		Vendor <b>549 - Wal-Mart</b> Totals				Invoices	1		<u>\$314.06</u>
<b>Vendor 347 - Zoll Data Systems</b>									
9023184	Rescuenet 3/15-6/14/16	Paid by Check #7333		02/14/2016	03/04/2016	03/04/2016		03/04/2016	482.50
		Vendor <b>347 - Zoll Data Systems</b> Totals				Invoices	1		<u>\$482.50</u>
<b>Vendor 209 - Zweigle Septic Service</b>									
27236	Repairs/Maintenance	Paid by Check #7334		02/12/2016	03/04/2016	03/04/2016		03/04/2016	375.00
		Vendor <b>209 - Zweigle Septic Service</b> Totals				Invoices	1		<u>\$375.00</u>
<b>Vendor Jeanette Pena</b>									
Reimb for fees	Fy 15/16-Sports reimb for Tristen Pena 2/25/16	Paid by Check #7335		02/25/2016	03/04/2016	03/04/2016	02/18/2016	03/04/2016	39.00
		Vendor <b>Jeanette Pena</b> Totals				Invoices	1		<u>\$39.00</u>
		Grand Totals				Invoices	139		<u><u>\$240,452.50</u></u>



# City Council Staff Report

**MAYOR**  
Emilio Morales, Dist. 1

**VICE-MAYOR MAYOR**  
Scott Harness, Dist. 3

DEPARTMENT: CITY MANAGER

**COUNCIL MEMBER**  
Maribel Reynosa, Dist. 2

**COUNCIL MEMBER**  
Mike Smith, Dist. 5

**COUNCIL MEMBER**  
Kuldip Thusu, Dist. 4

CITY COUNCIL MEETING  
DATE: MARCH 8, 2016

**To:** Mayor and City Council  
**From:** Jayne Anderson, Assistant City Manager  
**Subject:** Appointments to City Commissions

## RECOMMENDATION

Council to make appointments to the following commissions:

1. Planning Commission: Appoint Luis Mendoza (District 1) to serve a three year term.
2. Historic Preservation Commission: Appoint Maribel Sorensen (at-large) to serve a three year term.

## EXECUTIVE SUMMARY

The City has advertised for applications to fill vacancies on all Commissions that have vacancies. Solicitation of applications to fill Commission vacancies is on an ongoing basis.

## OUTSTANDING ISSUES

None.

## DISCUSSION

### Planning Commission

The Planning Commission advises the City Council on all land use, zoning and development matters. The Planning Commission consists of five (5) members who serve staggered terms. Currently, there are two (2) seats on the Planning Commission that are vacant as follows:

DISTRICT	COMMISSIONER	Term
District 1*	Luis Mendoza	Mar. 8, 2016 - Dec. 31, 2018
District 2	Vacant	Jan. 1, 2016 – Dec. 31, 2018
District 3	Ed Smither	Jan. 1, 2014 – Dec. 31, 2016
District 4	Mark Carrion	Jan. 1, 2016 – Dec. 31, 2018
District 5	Tim Conklin	Feb. 1, 2015 – Dec. 31, 2016

\*New appointment

The City received an application from Luis Mendoza to represent District 1 for the Planning Commission. This would be a three-year term from January 1, 2016 through December 31, 2018. There is one other vacancy (District 2). No other applications have been received as of

the posting of this agenda. The City will continue to solicit applications on an ongoing basis through the website and on social media.

Historic Preservation Commission

The Historic Preservation Commission (HPC) identifies and recommends historic resources to the City Council for designation and preservation of the city’s historic elements. The HPC consists of two (2) at-large seats and four (4) seats from the Alta Historic District (ADHS) for a total of six (6) Commissioners. There is currently one vacancy. Maribel Sorensen has requested to be considered for this appointment. The Commission appointments are as follows:

DISTRICT	COMMISSIONER	Term
ADHS	Bob Raison	Jan. 1, 2016 - Dec. 31, 2018
ADHS	Ron Gerstenberg	Jan. 1, 2015 – Dec. 31, 2017
ADHS	Nancy Hoyt	Jan. 1, 2015 – Dec. 31, 2017
ADHS	Joe Morgan	Jan. 1, 2016 – Dec. 31, 2018
At-Large	Jesus Pelayo	Jan. 1, 2016 – Dec. 31, 2018
<b>At-Large*</b>	<b>Maribel Sorensen</b>	<b>Mar. 8, 2016 – Dec. 31, 2018</b>

\*New appointment

No other applications have been received for this vacancy as of the posting of this agenda.

**FISCAL IMPACT**

There is no fiscal impact associated with this action.

Attachments:

- A. Planning Commission Application – Luis Mendoza
- B. Historic Preservation Commission Application – Maribel Sorensen

Attachment 'A'

Planning Commission Application (Luis Mendoza)



CITY OF DINUBA  
 COMMISSION/STANDING COMMITTEE  
 APPLICATION

New   
 Re-appointment

Planning Commission \_\_\_\_\_ 1  
 Name of Commission \_\_\_\_\_ District

Name Luis O. Mendoza

Mailing/Residence Address 1452 S. College Avenue, #119, Dinuba, CA 93618

Residence Phone (559) 681-2195 Work Phone (559) 437-4846

Email luis@luisomendoza.com Facsimile None

Resident of Dinuba for 10 then the last 2 years Dinuba Registered Voter: Yes  No

Do you possess a valid California Driver's License? Yes  No

Have you been convicted of a felony within the past five years? Yes  No

If yes, please explain: \_\_\_\_\_

Are you related to a City of Dinuba Employee?  No  If yes, how? \_\_\_\_\_

**Training, Experience and/or Education:**

SCHOOL	MAJOR	GRADUATION DATE & DEGREE
CSU, Fresno	Biology	B.S., December 2005

Additional Pertinent Skills, Experience or Interests: I've worked in politics and government since 2001 with extensive experience in policy and planning issues at the local level. I currently work for one of the largest developers in the Fresno area, Lance-Kashian & Company.

Community activities in which you are involved: None currently but I'm looking to get more involved. I've served on the boards of San Joaquin River Parkway & Conservation Trust, Chicano Latino Youth Leadership Project and worked on several local political campaigns.

Current or prior service on a City Board, Committee or Commission: I've never served but have worked as lead staff member for two Fresno city council members and the Calwa Recreation & Park District. I'm very familiar with the Brown Act, public policy issues and how local government works.

Attachment 'A' (Cont'd)

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position: \_\_\_\_\_

Having worked for local government agencies and elected officials for most of my professional life, I've gained a tremendous amount of experience working on community revitalization, housing, planning, zoning and redevelopment agency projects. Please see the attached resume for additional details.

What are your goals in serving on this Commission? I grew up in Dinuba, graduated from Dinuba High School and went to Fresno State for my college education. Now that I've moved back to Dinuba I want to use the knowledge I've gained over the years to provide input on the development projects that will impact the quality of life in my community for years to come. Having worked in the political and public policy arena's, I've seen firsthand how important it is for residents to get involved in their communities.

**Employment Information:**

Present Occupation: Special Assistant to the CEO

Name of Firm: Lance-Kashian & Company

Address: 265 E. River Park Circle, Suite 150, Fresno, CA 93720

Phone: (559) 438-4800

Rules of law and ethics prohibit members from participating in and voting on matters in which they have a direct or indirect conflict of interest including a financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the Commission to which you seek appointment? (If yes, please explain in detail any potential conflicts.) YES \_\_\_\_\_ NO

I hereby certify that the information contained on this application and any accompanying documents is true and correct to the best of my knowledge.

Luis Mendez   
Signature of Applicant

1/23/16   
Date

*You are invited to attach additional pages, enclose a copy of your resume or submit supplemental information which you feel may assist in the evaluation of your application.*

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Attachment 'A' (Cont'd)

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**Luis O. Mendoza**

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January 23, 2016

The Honorable Emilio Morales, Mayor  
City of Dinuba  
405 E. El Monte Way  
Dinuba, CA 93618

Dear Mayor Morales:

I'm writing to express my interest in the District 1 opening on the Dinuba Planning Commission. The accompanying application and resume outline my professional experience and skills.

I would very much like to get involved in the community and since I have an interest and experience in planning and community revitalization issues, I thought serving on Dinuba's Planning Commission would be a great way to do so. I grew up in the Dinuba area, graduated from Dinuba High School and moved back here from Fresno a few years ago. Dinuba is where I want to live and I want to do what I can to ensure that it's a great place to live.

While working for two Fresno City Council members in previous years, I became very familiar with city planning issues and processes. I worked directly with city residents who were concerned about CUPs, rezone applications, redevelopment agency projects and land use issues. I saw first-hand how important it was for community members to get involved in the planning and approval process so I'd like to do my part here in Dinuba. I'm also learning a great deal about office and commercial real estate markets in my current work with Lance-Kashian & Company. I hope this experience will help bolster the knowledge of city staff to help plan development projects.

The Dinuba City Council has done a great job of guiding the City's planning efforts over the past few years and I want to support your efforts. You've approved some great development projects recently and I want ensure that that work continues because it will improve the quality of life for everyone living here.

Your consideration of my application is sincerely appreciated. I welcome the opportunity to meet with you to discuss my interest in the position and my qualifications. I can be reached via e-mail at [Luis@luisomendoza.com](mailto:Luis@luisomendoza.com) or by phone at (559) 681-2195.

Sincerely,

  
Luis O. Mendoza

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Attachment 'A' (Cont'd)

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## Luis O. Mendoza

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### EDUCATION

#### California State University, Fresno

Biology, B.S. (Emphasis in Ecology, Minor in Chemistry)

### PROFESSIONAL EXPERIENCE

#### Lance-Kashian & Company, Fresno CA, October 2014 – Present

*Special Assistant to the CEO*

- Duties and responsibilities are currently confidential

#### Calwa Recreation & Park District, Fresno CA, November 2014 – September 2015

*District Administrator*

- Directed day-to-day and long-term operations of the District by organizing and assigning responsibilities and directing and overseeing the management provided by subordinate managers
- In line with policy set by the Board, guided the establishment of overall strategic plans, long-term goals and objectives
- Kept the Board of Directors advised of District activities, issues, laws and problems that affect District operations
- Represented Board and District in contacts with various federal, state and local government agencies, community groups and businesses, and other professional organizations
- Negotiated contracts and agreements on the District's behalf
- Provided general direction on the design, construction, operation and maintenance of District facilities
- Oversaw preparation and implementation of the annual District budget and programs
- Compiled data and prepared reports, memoranda, presentations and other materials for monthly Board meetings
- Responded to and resolves difficult and sensitive inquiries and complaints from District constituents

#### Luis Mendoza Political Consulting & Public Relations, January 2008 – November 2014

*Manager and Consultant*

- Managed day-to-day activities of staff, volunteers and candidates on several campaigns
- Developed campaign strategies (including voter targeting) and policy platforms
- Organized fundraisers and developed donor lists
- Developed and managed campaign budgets, and completed required finance reports to the FPPC
- Managed voter and donor databases
- Led message development activities for direct mail, radio and Internet communications (including social media)
- Organized media events and managed press relationships
- Developed crisis management plans

#### San Joaquin River Parkway and Conservation Trust, Fresno, CA, February – October 2009

*Parkway Program Specialist*

- Maintained and communicated information about the Parkway and Trust programs to the public
- Served as Spanish media spokesperson
- Managed the operations of river field trips and summer camp programs
- Kept record of pertinent visitor data and prepared management reports related to use and services
- Coordinated facilities management operations for the Coke Hollowell Center for River Studies
- Served as liaison with partner agencies and community groups on joint projects

#### Fresno City Council President Henry T. Perea, Fresno, CA, January 2007 – January 2008

*Executive Analyst*

- Served as lead staff member and advised the council president on policy, budget and legislative issues
- Conducted budget research and organized budget hearings, committee meetings and information flow
- Drafted resolutions and memoranda relating to existing and proposed city policies and ordinances
- In conjunction with the council president, developed Fresno's first sustainability policy (*Fresno Green*)

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## Attachment 'A' (Cont'd)

- Tracked departmental implementation of *Fresno Green*
- Analyzed, reported and made recommendations on the impacts of state legislation
- Researched air quality issues and prepared for SJ Valley Air Pollution Control District Board meetings
- Collaborated with communications director on media events related to policy issues

### **Fresno County Economic Opportunities Commission, Fresno, CA, July 2005 – August 2006**

#### *Research & Development Manager*

- Managed the research and development operations of the agency's employment and training programs, incarcerated youth program, School of Unlimited Learning and health programs
- Organized internal working groups to develop grant proposals for local, state, federal and foundation funding sources dealing with workforce development and health programs
- Advised program managers on the implementation of programs once grants were awarded
- Conducted legislative analyses on proposed state and federal laws that impacted workforce development and health programs
- Reviewed and approved agency grant proposals
- Conducted needs assessments for workforce development and health programs

### **Fresno City Council Member Cynthia A. Sterling, Fresno, CA, January 2003 – July 2005**

#### *Chief of Staff*

- Researched, developed, and advised the council member on strategy, policy, city budget, land use and redevelopment issues
- Prepared agenda materials for the Fresno City Council
- Hired and supervised staff
- Developed office organizational policies and procedures
- Managed district budget
- Attended events and meetings representing the council member
- Organized neighborhood meetings and community events
- Supervised media events organized by the communications director
- Supervised constituent services
- Managed the council member's schedule

### **California Lieutenant Governor Cruz M. Bustamante, Fresno, CA, June 2001 – December 2002**

#### *Assistant to the Lieutenant Governor*

- Attended events and meetings representing the Lt. Governor
- Planned public events
- Served as liaison with the public and government entities
- Assisted constituents with state government issues
- Supervised office interns
- Advanced Lt. Governor events and meetings
- Organized the Lt. Governor's first ever California Latino Business Roundtable

## **VOLUNTEER ACTIVITIES**

### **San Joaquin River Parkway and Conservation Trust, Board of Directors, February 2010 – Feb. 2013**

#### *Member*

### **Chicano Latino Youth Leadership Project, Inc., Board of Directors, January 2006 – May 2011**

#### *Member (Vice President for Program Planning & Evaluation, January 2009 – May 2011)*

In addition to governance, strategic plan development and fundraising, managed more than 200 volunteers across all CLYLP programs statewide, including the annual Sacramento Leadership Conference, San Joaquin Valley Institute (currently serve on planning committee), Los Angeles Institute, Summer Fellowship Program and the Roberto Gracia Alumni Scholarship Program; developed program evaluation methodologies; generated website content and e-mail communications; and managed online alumni and supporter databases.

## **ADDITIONAL SKILLS**

- Write and speak Spanish fluently

## **REFERENCES**

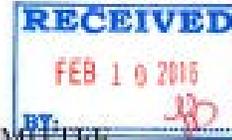
Available upon request

Attachment 'B'

Historic Preservation Application (Maribel Sorenson)



CITY OF DINUBA  
 COMMISSION/STANDING COMMITTEE  
 APPLICATION



New    
 Re-appointment

Name Historic Preservation Commission District 5  
Name of Commission

Name Maribel Sorenson

Mailing/Residence Address 195 E. El Monte Way, Dinuba CA 93618

Residence Phone 559-907-7727 Work Phone \_\_\_\_\_

Email Soreduc@Socglobal.net Facsimile \_\_\_\_\_

Resident of Dinuba for 24 years Dinuba Registered Voter: Yes  No

Do you possess a valid California Driver's License? Yes  No

Have you been convicted of a felony within the past five years? Yes \_\_\_\_\_ No   
 If yes, please explain: \_\_\_\_\_

Are you related to a City of Dinuba Employee? NO If yes, how? \_\_\_\_\_

Training, Experience and/or Education:

SCHOOL	MAJOR	GRADUATION DATE & DEGREE
Ferris State	Fashion/Health/Business	1989 - B.S., Major: Bus.
FIT New York	Fashion Design	1989 - B.S. Design
UCLW England	Art - Design	1984 - 1 year program

Additional Pertinent Skills, Experience or Interests: \_\_\_\_\_

Set design 10 years, Costume Designer 15, Interior Design Bus. Syms, Drapery Bus 7 years

Community activities in which you are involved: Dinuba Rotary, Historical Society Busin. Art exhibit.

Current or prior service on a City Board, Committee or Commission: None

Attachment 'B' (Cont'd)

Describe any qualifications, experience, and education, as well as any technical or professional background you may have relative to the duties of this position: I've owned an Interior design company. I've graduated from a design school. Remodeled a historical home in Dinuba. I have been involved in local clubs in Dinuba. There are many other design projects and involvement I could list.

What are your goals in serving on this Commission? I have a passion for history and passing on its appreciation to future generations. Historical buildings, artifacts & artwork represent a time capsule, a legacy for the future to connect with past efforts to build their community.

**Employment Information:**

Present Occupation: Designer, Interior/Fashion/Costume Freelance

Name of Firm: Interiors by Design

Address: 195 E. El Monte Way, Dinuba, CA 93618

Phone: 559-907-7327

Rules of law and ethics prohibit members from participating in and voting on matters in which they have a direct or indirect conflict of interest including a financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the Commission to which you seek appointment? (If yes, please explain in detail any potential conflicts.) YES \_\_\_\_\_ NO X

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby certify that the information contained on this application and any accompanying documents is true and correct to the best of my knowledge.

Maribel Sarmiento  
Signature of Applicant

2-1-2016  
Date

*You are invited to attach additional pages, enclose a copy of your resume or submit supplemental information which you feel may assist in the evaluation of your application.*



# City Council Staff Report

**MAYOR**  
Emilio Morales, Dist. 1

**VICE-MAYOR**  
Scott Harness, Dist. 3

DEPARTMENT: PARKS SERVICES  
CITY COUNCIL MEETING  
DATE: MARCH 8, 2016

**COUNCIL MEMBER**  
Maribel Reynosa, Dist. 2

**COUNCIL MEMBER**  
Mike Smith, Dist. 5

**COUNCIL MEMBER**  
Kuldip Thusu, Dist. 4

**To:** Mayor and City Council  
**From:** John Carrillo, Parks & Community Services Director  
**Subject:** Request from the Leadership Northern Tulare County for Co-sponsorship of the annual Cinco de Mayo Festival at Rose Ann Vuich Park on May 5<sup>th</sup> through May 8<sup>th</sup> 2016

## RECOMMENDATION

Council approves co-sponsorship of the annual Cinco de Mayo Festival at Rose Ann Vuich on May 5<sup>th</sup> through May 8<sup>th</sup> 2016.

## EXECUTIVE SUMMARY

Leadership Northern Tulare County (LNTC) is hosting the 38<sup>th</sup> Annual Cinco de Mayo Festival at Rose Ann Vuich Park. The four-day festival is one of the largest multicultural events held in the community that attracts residents from Dinuba as well as people from surrounding communities. This four-day festival is a family friendly event featuring a street parade, carnival, live entertainment, and food vendors. The City of Dinuba has consistently co-sponsored this annual event.

## OUTSTANDING ISSUES

None.

## DISCUSSION

The Leadership Northern Tulare County (LNTC) is sponsoring the 38<sup>th</sup> Annual Cinco de Mayo Festival scheduled for May 5-8 at Rose Ann Vuich Park. The festival is used as a main project for the LNTC Leadership class and provides a venue to promote the community and local businesses. LNTC is once again requesting that the City of Dinuba participate as a co-sponsor for the event. A letter from Ramon Rivera, Co-Chair of the LNTC is enclosed as Attachment 'A'.

As a co-sponsor of the event, the City agrees to allow the event sponsor to use Vuich Park for the days specified, waive the park use fees and provide in-kind assistance from City staff before, during and after the multi-day event.

As part of the festival, a street parade will be held on Saturday, May 7 that will require street closures in the downtown area during the morning parade. The parade route is the same as last year. The inter-departmental Traffic Safety Committee (TSC) reviewed and approved the street closure request. The street parade is an integral part of the event and attracts numerous

people to the downtown area. In addition, the TSC approved placement of a promotional banner across Alta Avenue marketing the event.

### **FISCAL IMPACT**

The City will waive the park, pavilion and band shell rental fees in the amount of \$1,850 as a co-sponsor of the event. In addition, staff time will be provided as an in-kind contribution before, during and after the four-day event.

### **PUBLIC HEARING**

None required.

Attachments:

- A. Letter of Request from Leadership Northern Tulare County

Attachment 'A'



February 15, 2016

Mayor Emilio Morales and City Council Members  
Luis Patlan City Manager and City Staff

Dear Mayor, Council Members, City Manager, and Staff:

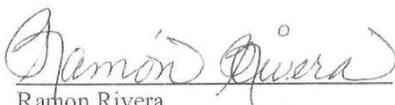
The Leadership of Northern Tulare County is currently planning our 2016 Cinco de Mayo Festival to be held at Rose Ann Vuich Park on May 5 - 8. This event is our main project for our Leadership class as well as a promotion for the City of Dinuba and our local businesses and sponsors.

We want to thank you for co-sponsoring the 2015 Cinco de Mayo and hope you will agree to partner with us again for this year's festival. We are requesting the use of Rose Ann Vuich Park and asking for assistance from the City staff to prepare and secure the grounds and streets for the two day festival as well Sunday 5/8 Carnival continuance. We are also requesting the closure of the streets in downtown for the parade route along with barricades. Each year the event continues to grow and as such we are faced with challenges but have actively worked with City staff and other agencies to address the issues and concerns that are raised, and assure you and our community that this event will be safe and pleasing for everyone.

The Cinco de Mayo draws a great multitude of people to Dinuba for the parade and multiday event. The LNTC Committee is working together to bring great entertainment, good food, and family fun to Dinuba. This is a huge opportunity to draw people to our community.

In return for your sponsorship we will display the City's banner prominently on the band shell Friday and Saturday, the focal point of the entertainment venue in the center of the event, as well as recognition through the entertainment at the event. As always we will support the city departments and have space for them to have booths in our Merchants Row area.

Thank you for your consideration,

  
Ramon Rivera  
LNTC Cinco de Mayo – Co-Chair



# City Council Staff Report

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**MAYOR**  
Emilio Morales, Dist. 1

**VICE-MAYOR MAYOR**  
Scott Harness, Dist. 3

DEPARTMENT: CITY MANAGER

**COUNCIL MEMBER**  
Maribel Reynosa, Dist. 2

**COUNCIL MEMBER**  
Mike Smith, Dist. 5

**COUNCIL MEMBER**  
Kuldip Thusu, Dist. 4

CITY COUNCIL MEETING  
DATE: MARCH 8, 2016

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**To:** Mayor and City Council  
**From:** Jayne Anderson, Assistant City Manager  
**Subject:** Donation in honor of fallen Tulare County Deputy Sheriff Scott Ballantyne and Tulare County Sheriff Pilot James Chavez

## RECOMMENDATION

Council consider making a donation to the Tulare County Deputy Sheriff's Association on behalf of the Chavez' family and for the Deputy Scott Ballantyne Memorial Scholarship.

## EXECUTIVE SUMMARY

Earlier this year two Tulare County Deputy Sheriffs died in the line of duty. The Tulare County Deputy Sheriff's Association established memorial funds for the fallen Deputies. Mayor Morales requested that this item be placed on the agenda for the City Council to consider making a donation to the officers' memorial funds.

## OUTSTANDING ISSUES

None.

## DISCUSSION

On February 10, 2016, Tulare County Deputy Sheriffs Ballantyne and Chavez died in a tragic plan accident while in the line of duty. Deputy Ballantyne was hired by Tulare County in 1989 and Sheriff's Pilot Chavez was hired in 2014. The Tulare County Deputy Sheriff's Association established a memorial fund in honor of the two fallen officers. Mayor Morales is asking tha the City Council consider making a donation to the Deputy's memorial funds on behalf of the City of Dinuba. The amount of the donation for each Deputy is at the Council's discretion.

## FISCAL IMPACT

The agreed upon donation will be paid from the Community Promotions fund.

## PUBLIC HEARING

None required.

Attachments:

- A. Tulare County Sheriff's Inter-Office Memorandum dated February 11, 2016
- B. Service Announcement dated February 16, 2016



Attachment 'B'



Office of  
**MIKE BOUDREAUX**  
Sheriff-Coroner  
2404 W. Burrel Ave  
Visalia, CA 93291-4580

Administration  
(559) 636-4690

Detentions  
(559) 735-1700

Investigations  
(559) 735-1898

Operations  
(559) 636-4625

February 16, 2016

Tulare County Chiefs Association

Dear Chiefs,

The following information pertains to services for Tulare County Sheriff's Office employees, Deputy Scott Ballantyne and Sheriff's Pilot James Chavez. I encourage anyone who wishes to pay their respects to Deputy Ballantyne or Pilot Chavez to attend the services.

Funeral Services for Sheriff's Pilot James Chavez will be Saturday, February 20, 2016 at 10:00 AM. The services will be at the Glad Tidings Assembly of God Church located at 750 E. Grangeville Boulevard in Hanford, CA.

Graveside services to follow at the Grangeville Cemetery, 10428 14th Avenue, Armona.

A Law Enforcement Vigil for Deputy Scott Ballantyne will be held Sunday, February 21, 2016 from 4:00 PM to 8:00 PM at Salser & Dillard Funeral Chapel, 127 E. Caldwell Avenue, Visalia, CA.

Funeral Services for Deputy Ballantyne will be Monday, February 22, 2016 at 10:00 AM. They will be at Visalia First Assembly of God Church. The address is 3737 S. Akers Street.

Graveside services will follow at the Visalia Cemetery, 1300 W. Goshen.

I am also providing donation information for memorial funds. At the request of the families, two accounts have been set up to receive donations, one for the Chavez family and one for the Deputy Scott Ballantyne Memorial Scholarship.

Checks may be mailed to, or dropped off at, the Tulare County Deputy Sheriff's Association office. The address is 704 W. Main Street, Visalia, CA 93291. Checks should be made payable to the TCDSA Benevolent Association with either "Chavez" or "Ballantyne" indicated in the memo line.

For more information, contact the Deputy Sheriff's Association at 559-636-1199.

Thank you all for your continued support and prayers.

Sincerely,

Mike Boudreaux  
Sheriff-Coroner



# City Council Staff Report

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**MAYOR**  
Emilio Morales, Dist. 1

**VICE-MAYOR MAYOR**  
Scott Harness, Dist. 3

DEPARTMENT: PUBLIC WORKS

**COUNCIL MEMBER**  
Maribel Reynosa, Dist. 2

**COUNCIL MEMBER**  
Mike Smith, Dist. 5

**COUNCIL MEMBER**  
Kuldip Thusu, Dist. 4

CITY COUNCIL MEETING  
DATE: MARCH 8, 2016

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**To:** Mayor and City Council  
**From:** Dean K. Uota, P.E., City Engineer  
**By:** Joe Aguirre, P.E., Associate Engineer  
**Subject:** Award of Bid to RMC Enterprises for the Dinuba Transit Center Tenant Improvements in the amount of \$106,375

## RECOMMENDATION

Council award bid to RMC Enterprises for the Dinuba Transit Center Tenant Improvements in the amount of \$106,375.00 and authorize the City Engineer to execute the Construction Contract.

## EXECUTIVE SUMMARY

The final phase of the Dinuba Transit Center project includes completion of tenant improvements to a 650 square foot area. The plan is to lease the space to the City's transit operations contractor, MV Transportation Inc. for use as office and dispatch services. Three bids were solicited for the work and RMC Enterprises was the lowest responsive bidder with a total bid amount of \$106,375.00.

## OUTSTANDING ISSUES

None.

## DISCUSSION

The Dinuba Transit Center (Transit Center) opened its doors in April 2014. The Transit Center is where the Dinuba Area Regional Transit (DART) system begins and ends. Located in Downtown Dinuba, the Transit Center offers residents using DART with a convenient and safe place to access local public transportation Monday through Friday from 8am to 9pm. The facility is equipped with a lobby/waiting area, restrooms, conference room and ticket office for purchasing local and regional transit passes.

In addition, the Transit Center serves as a place for residents to pay their utility bills and receive information on housing and recycling programs administered by the City of Dinuba. The Transit Center is also designated as a cooling and warming center and the parking lot is used as the distribution site for the County's FoodLink Program.

The Transit Center currently has a 650 square foot unimproved area that was initially intended for use as by commercial tenant such as a coffee shop. However, the commercial use of the

space never materialized due to market conditions. In assessing the transit operational needs, staff determined that leasing the space to MV Transportation, Inc. for office and dispatch services is the best use of the area. MV Transportation, Inc. currently uses office space at the Public Works Department for a supervisor and dispatcher. Relocating MV staff to the Transit Center makes the most sense.

As reflected in the Floor Plan enclosed herein as Attachment 'A', the tenant space will include a vestibule, ticket counter, dispatch, office, conference room. The tenant improvements include installation of interior walls, doors, windows, T-bar ceilings, flooring, lighting, power, plumbing, HVAC, cabinet and countertops. This entire space will be leased to the MV Transportation, Inc.

The project was originally bid in October of 2015. However, only one bid was received in the amount of \$150,000. Staff recommended that the City Council reject this bid and direct staff to re-bid the project at a later date.

Staff subsequently solicited bids for the project in January 2016 and received three (3) bids, summarized as follows:

Contractor		Bid Amount
• RMC Enterprises, Inc.		\$106,375
• Gary Interrante Construction		\$129,500
• Dale Atkins		\$130,000

RMC Enterprises, Inc. is the lowest responsive bidder. The company has been in business since 1985, and they are a certified small business, veteran owned General Contractor specializing in design builds, tenant improvements, and renovations.

### **FISCAL IMPACT**

The Transit Center, including the subject shell improvements, was paid for with RDA funds. The tenant improvements will be funded by the Successor Agency of the former Dinuba Redevelopment Agency as identified in the Recognized Obligation Payment Schedule (ROPS) submitted to and approved by the California Department of Finance.

### **PUBLIC HEARING**

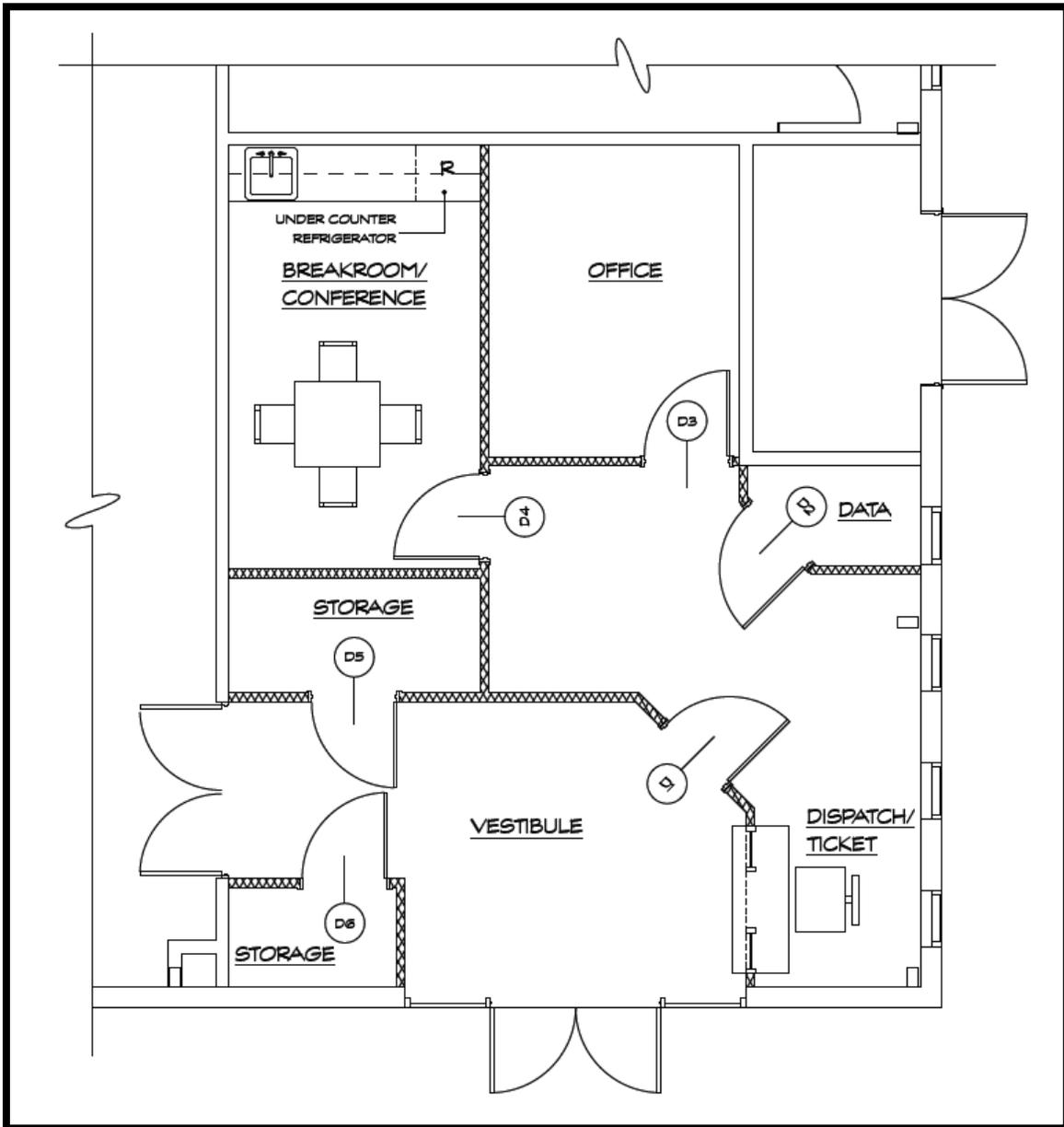
None required.

Attachments:

- A. Floor Plan for Tenant Space
- B. RMC Enterprises, Inc. Bid
- C. Gary Interrante Construction Bid
- D. Dale Atkins Bid

Attachment 'A'

Floor Plan - Transit Center Tenant Improvements (650 sq. ft.)



Attachment 'B'

Dinuba Transit Center

15-007  
9/10/15

SECTION 00410 - BID FORM

THE PROJECT AND THE PARTIES

1.01 TO:

A. Owner: City of Dinuba

1.02 SUBMITTED BY: (Bidder to enter name and address)

A. Bidder's Full Name RMC ENTERPRISES, INC.

B. Address 4974 N. FRESNO STREET, STE. 543

C. City, State, Zip FRESNO, CALIFORNIA 93726

1.03 OFFER

A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by EBM Design Group Inc. for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

B. BASE BID ONE HUNDRED SIX THOUSAND THREE HUNDRED SEVENTY FIVE DOLLARS  
AND ZERO CENTS dollars \$ 106,375.00

C. All applicable federal taxes are included and State of California taxes are included in the Bid Sum.

D. All Cash Allowances described in Section 01210 are included in the Bid Sum.

1.05 ACCEPTANCE

A. This offer shall be open to acceptance and is irrevocable for thirty days from the bid closing date.

B. If this bid is accepted by Owner within the time period stated above, we will:

1. Execute the Agreement within seven days of receipt of Notice of Award.
2. Furnish the required bonds within seven days of receipt of Notice of Award.
3. Commence work within seven days after written Notice to Proceed of this bid.

C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

1.06 CONTRACT TIME

A. If this Bid is accepted we will complete the Work in 45 calendar days from Notice to Proceed.

1.07 ADDENDA

A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

- |   |                                 |
|---|---------------------------------|
| 1. Addendum # <u>1</u> Dated <u>2/12/2016</u> | 2. Addendum # _____ Dated _____ |
| 3. Addendum # _____ Dated _____               | 4. Addendum # _____ Dated _____ |
| 5. Addendum # _____ Dated _____               | 6. Addendum # _____ Dated _____ |
| 7. Addendum # _____ Dated _____               | 8. Addendum # _____ Dated _____ |
| 9. Addendum # _____ Dated _____               |                                 |

1.08 BID FORM SIGNATURE(S)

A. Ronald M. Carson

Date: 2-19-16

Attachment 'C'

Dinuba Transit Center

15-007  
9/10/15

SECTION 00410 - BID FORM

THE PROJECT AND THE PARTIES

1.01 TO:

A. Owner: City of Dinuba

1.02 SUBMITTED BY: (Bidder to enter name and address)

A. Bidder's Full Name GARY INTERRANTE CONSTRUCTION  
B. Address PO Box 751  
C. City, State, Zip THREE RIVERS, CA 93271-0751

1.03 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by EBM Design Group Inc. for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
- B. BASE BID ONE HUNDRED TWENTY NINE THOUSAND FIVE HUNDRED dollars \$ 129,500.<sup>00</sup>
- C. All applicable federal taxes are included and State of California taxes are included in the Bid Sum.
- D. All Cash Allowances described in Section 01210 are included in the Bid Sum.

1.05 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for thirty days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
  - 1. Execute the Agreement within seven days of receipt of Notice of Award.
  - 2. Furnish the required bonds within seven days of receipt of Notice of Award.
  - 3. Commence work within seven days after written Notice to Proceed of this bid.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

1.06 CONTRACT TIME

A. If this Bid is accepted we will complete the Work in 45 calendar days from Notice to Proceed.

1.07 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

1. Addendum # <u>0</u> Dated _____	2. Addendum # _____ Dated _____
3. Addendum # _____ Dated _____	4. Addendum # _____ Dated _____
5. Addendum # _____ Dated _____	6. Addendum # _____ Dated _____
7. Addendum # _____ Dated _____	8. Addendum # _____ Dated _____
9. Addendum # _____ Dated _____	

1.08 BID FORM SIGNATURE(S)

A. Gary Interrante  
Date: 12-19-2016

Attachment 'D'

Dinuba Transit Center

15-007  
9/10/15

SECTION 00410 - BID FORM

THE PROJECT AND THE PARTIES

1.01 TO:

A. Owner: City of Dinuba

1.02 SUBMITTED BY: (Bidder to enter name and address)

A. Bidder's Full Name Dale Atkins Contractor

B. Address 15430 Avenue 296

C. City, State, Zip Visalia, CA 93292



1.03 OFFER

A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by EBM Design Group Inc. for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

B. BASE BID ONE HUNDRED THIRTY THOUSAND TWO HUNDRED  
dollars \$130,200.<sup>00</sup>

C. All applicable federal taxes are included and State of California taxes are included in the Bid Sum.

D. All Cash Allowances described in Section 01210 are included in the Bid Sum.

1.05 ACCEPTANCE

A. This offer shall be open to acceptance and is irrevocable for thirty days from the bid closing date.

B. If this bid is accepted by Owner within the time period stated above, we will:

1. Execute the Agreement within seven days of receipt of Notice of Award.
2. Furnish the required bonds within seven days of receipt of Notice of Award.
3. Commence work within seven days after written Notice to Proceed of this bid.

C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

1.06 CONTRACT TIME

A. If this Bid is accepted we will complete the Work in 45 calendar days from Notice to Proceed.

1.07 ADDENDA

A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

- |                                 |                                 |
|---------------------------------|---------------------------------|
| 1. Addendum # _____ Dated _____ | 2. Addendum # _____ Dated _____ |
| 3. Addendum # _____ Dated _____ | 4. Addendum # _____ Dated _____ |
| 5. Addendum # _____ Dated _____ | 6. Addendum # _____ Dated _____ |
| 7. Addendum # _____ Dated _____ | 8. Addendum # _____ Dated _____ |
| 9. Addendum # _____ Dated _____ |                                 |

1.08 BID FORM SIGNATURE(S)

A. 2/18/2016 2-19-16

Date:



# City Council Staff Report

**MAYOR**  
Emilio Morales, Dist. 1

**VICE-MAYOR MAYOR**  
Scott Harness, Dist. 3

DEPARTMENT: PUBLIC WORKS

**COUNCIL MEMBER**  
Maribel Reynosa, Dist. 2

**COUNCIL MEMBER**  
Mike Smith, Dist. 5

**COUNCIL MEMBER**  
Kuldip Thusu, Dist. 4

CITY COUNCIL MEETING  
DATE: MARCH 8, 2016

**To:** Mayor and City Council  
**From:** Dean K. Uota P.E. – City Engineer  
**By:** Prepared by: Joe Aguirre, P.E., Associate Engineer  
**Subject:** Award of Bid to JT2, Inc. dba Todd Companies for the Demolition of Existing Restrooms and Site Improvements at Gregory and Roosevelt Parks

## RECOMMENDATION

Council award construction contract to JT2, Inc. dba Todd Companies for the demolition of existing restrooms and site improvements at Gregory and Roosevelt Parks in the amount of \$50,350.

## EXECUTIVE SUMMARY

The City received state grant funds to replace the existing public restrooms at Gregory and Roosevelt Parks. Bids were solicited for demolition of the existing restrooms and site improvements for the new restrooms. JT2, Inc. dba Todd Companies was the lowest response bidder.

## OUTSTANDING ISSUES

None.

## DISCUSSION

In February of 2014, the City received state grant funds to replace the existing public restrooms at Gregory and Roosevelt Parks. The new restrooms will be pre-fabricated and ADA compliant. The demolition of the existing restrooms and site improvements are needed before the new restrooms are installed. Site work includes grading, slab, water, sewer and electrical connections.

Staff solicited bids in February of this year and received two bids for the work, summarized as follows:

Contractor	Bid Amount
JT2, Inc. dba Todd Construction	\$50,350
Witbro, Inc. dba Seal Rite Paving and Grading	\$77,911

JT2 is the lowest responsive bidder for the project.

## **FISCAL IMPACT**

The City received a grant from the California Department of Housing and Community Development for this project.

## **PUBLIC HEARING**

Not required.

Attachments:

- A. JT2, Inc. dba Todd Companies Bid
- B. Witbro, Inc. dba Seal Rite Paving and Grading Bid

Attachment 'A'

JT2, Inc. dba Todd Companies

City of Dinuba  
 Site Improvements for New Restroom Facilities at Roosevelt and Gregory Parks

**City of Dinuba  
 Site Improvements for New Restroom Facilities at Roosevelt and Gregory Parks**

**BID SCHEDULE**

Item	Description	Quantity	Unit	Unit Price	Total
1.	Mobilization/Demobilization, Bonds, and Insurance		LUMP SUM		\$ 3,395.00
2.	Miscellaneous Facilities and Operations		LUMP SUM		\$ 2,100.00
3.	Pre-construction surveys and utility locating		LUMP SUM		\$ 1,750.00
4.	Vehicle and Pedestrian Traffic Control		LUMP SUM		\$ 850.00
5.	Storm Water Pollution Prevention and Fugitive Dust Control		LUMP SUM		\$ 500.00
6.	Demolition, Clearing and Grubbing		LUMP SUM		\$ 8,000.00
7.	Earthwork and Rough Grading		LUMP SUM		\$ 8,400.00
8.	Aggregate Base Building Pad		LUMP SUM		\$ 3,450.00
9.	Furnish and Stockpile Sand for Building Pad		LUMP SUM		\$ 600.00
10.	Final Utility Connections		LUMP SUM		\$ 2,000.00
11.	Finish Grading		LUMP SUM		\$ 6,000.00
12.	Concrete Walkways	536	SF	\$ 12.00	\$ 6,432.00
13.	Detectable Warning Surface	17	SF	\$ 47.00	\$ 799.00
14.	Variable Height Curb	34	LF	\$ 61.00	\$ 2,074.00
15.	Sod Disturbed Lawn Areas		LUMP SUM		\$ 2,000.00
16.	Construction Staking		LUMP SUM		\$ 2,000.00
<b>TOTAL BASE BID</b>					<b>\$ 50,350.00</b>

Bidder's Proposal  
 00 41 43-2

Attachment 'B'

Witbro, Inc. dba Seal Rite Paving and Grading

City of Dinuba  
 Site Improvements for New Restroom Facilities at Roosevelt and Gregory Parks

**City of Dinuba  
 Site Improvements for New Restroom Facilities at Roosevelt and Gregory Parks**

**BID SCHEDULE**

Item	Description	Quantity	Unit	Unit Price	Total
1.	Mobilization/Demobilization, Bonds, and Insurance			LUMP SUM	\$ 5,555 <sup>00</sup>
2.	Miscellaneous Facilities and Operations			LUMP SUM	\$ 4,125 <sup>00</sup>
3.	Pre-construction surveys and utility locating			LUMP SUM	\$ 2,750 <sup>00</sup>
4.	Vehicle and Pedestrian Traffic Control			LUMP SUM	\$ 3,300 <sup>00</sup>
5.	Storm Water Pollution Prevention and Fugitive Dust Control			LUMP SUM	\$ 2,200 <sup>00</sup>
6.	Demolition, Clearing and Grubbing			LUMP SUM	\$ 17,600 <sup>00</sup>
7.	Earthwork and Rough Grading			LUMP SUM	\$ 7,798 <sup>96</sup>
8.	Aggregate Base Building Pad			LUMP SUM	\$ 4,623 <sup>96</sup>
9.	Furnish and Stockpile Sand for Building Pad			LUMP SUM	\$ 7,476 <sup>53</sup>
10.	Final Utility Connections			LUMP SUM	\$ 3,850 <sup>00</sup>
11.	Finish Grading			LUMP SUM	\$ 5,199 <sup>30</sup>
12.	Concrete Walkways	536	SF	\$ 5.50	\$ 2,948 <sup>00</sup>
13.	Detectable Warning Surface	17	SF	\$ 33 <sup>00</sup>	\$ 561 <sup>00</sup>
14.	Variable Height Curb	34	LF	\$ 33 <sup>00</sup>	\$ 1,122 <sup>00</sup>
15.	Sod Disturbed Lawn Areas			LUMP SUM	\$ 3,300 <sup>00</sup>
16.	Construction Staking			LUMP SUM	\$ 5,500 <sup>00</sup>
<b>TOTAL BASE BID</b>					<b>\$ 77,911<sup>00</sup></b>





# City Council Staff Report

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**MAYOR**  
Emilio Morales, Dist. 1

**VICE-MAYOR MAYOR**  
Scott Harness, Dist. 3

DEPARTMENT: FINANCE SERVICES  
CITY COUNCIL MEETING  
DATE: MARCH 8, 2016

**COUNCIL MEMBER**  
Maribel Reynosa, Dist. 2

**COUNCIL MEMBER**  
Mike Smith, Dist. 5

**COUNCIL MEMBER**  
Kuldip Thusu, Dist. 4

---

**To:** Mayor and City Council  
**From:** Cass Cook, Finance Director  
**By:** Linda Barkley, Deputy City Clerk  
**Subject:** Request for Gold Level Sponsorship in the amount of \$2,000 for the Annual Dinuba Chamber of Commerce Golf Tournament.

## RECOMMENDATION

Council approve Gold Level Sponsorship in the amount of \$2,000 for the 8<sup>th</sup> Annual Dinuba Chamber of Commerce Golf Tournament at Ridge Creek.

## EXECUTIVE SUMMARY

The Dinuba Chamber of Commerce holds an annual golf tournament at Dinuba Ridge Creek Golf Course as one of its fundraisers. The Chamber is requesting that the City of Dinuba participate as a tournament Gold Level sponsor in the amount of \$2,000. The City has consistently participated as a sponsor of the tournament.

## OUTSTANDING ISSUES

None.

## DISCUSSION

The Chamber of Commerce is once again hosting the annual golf tournament at Ridge Creek Golf Course. This year's tournament is scheduled for April 8, 2016. Sandy Sills, Executive Director of the Dinuba Chamber of Commerce submitted a letter requesting that the City of Dinuba participate as a Gold Level Sponsor in the amount of \$2,000 (Attachment 'A').

The Chamber works to promote local businesses and community events. The Chamber also actively promotes partnerships between businesses, local government, and the community working toward a prosperous and thriving community. Proceeds from the annual golf tournament helps fund the Chamber's efforts to further these activities.

This year marks the 8<sup>th</sup> annual Dinuba Chamber of Commerce Golf Tournament. The City has participated in past years sponsoring the event with the Silver Sponsorship (\$1,000), the Hole/Tee Sponsor Sign (\$100), and City tournament teams (\$400) for a total of \$1,500.

## **FISCAL IMPACT**

Staff budgeted \$21,155 in the Community Grant Fund for FY 2015/16. The \$2,000 Gold Level Sponsorship will be paid out of this fund. To date, \$6,090 has been expended leaving a balance of \$15,065.

## **PUBLIC HEARING**

None required.

Attachments:

- A. Letter from Chamber of Commerce
- B. Golf Tournament Pamphlet

Attachment 'A'



February 23, 2016

Mayor Emilio Morales and City Councilmember  
Luis Patlan, City Manager and City Staff  
450 E El Monte Way, Dinuba CA 93618

Dear Mayor, City Council Members, and City Staff

The Dinuba Chamber of Commerce exists to promote the City of Dinuba and its business and community interests. The Chamber cultivates collaborative partnerships between business, government, organizations and the public to work together for a better and more prosperous community.

The Dinuba Chamber of Commerce is currently working on our Eighth Golf Tournament to be held at Ridge Creek Golf Club on Friday, April 8, 2016. This event is a fundraiser for the chamber as well as a promotion for Ridge Creek Golf Club and our business and corporate sponsors who are partnering with us.

We wish to thank the City of Dinuba for being a Silver Sponsor at last year's event and hope that you will agree to sponsor the event with us again this year, with the hope that you will be a Gold Sponsor for this year at \$2,000.00. There are many sponsorship opportunities. I have included the registration brochure with information about our event for your review and the Sponsor levels and benefits are listed below.

- |  |
|--|
| <p>Gold Sponsorship \$2000 - 8 players, Custom Tee Sponsor Sign, Digital Advertising, Banner Displayed and Hosting Opportunities at the event</p> <p>Silver Sponsorship \$1000 - 4 Players, Custom Tee Sponsor Sign, Digital Advertising, Banner Displayed at Event</p> <p>Hole Sponsorship \$100 - Tee Sponsor Sign</p> <p>Player Fees - \$400 Per Team or \$100 Per Player</p> |
|--|

We also want to thank the staff members who have put together teams, invited colleagues, or joined us as a player on one of the teams. We appreciate the support and are proud to be part of such a great community where partnering and collaboration is the norm and City officials and staff take an active role in community events and fundraisers.

We are preparing for a full course this year, 36 teams of 4 players, to participate in this years golf tournament. Corporate executives, business owners, service clubs, government officials and community leaders make up our teams.

If you have any questions or need any additional information, do not hesitate to call Ed Dena at 318-6117 or Sandy Sills at 591-2707.

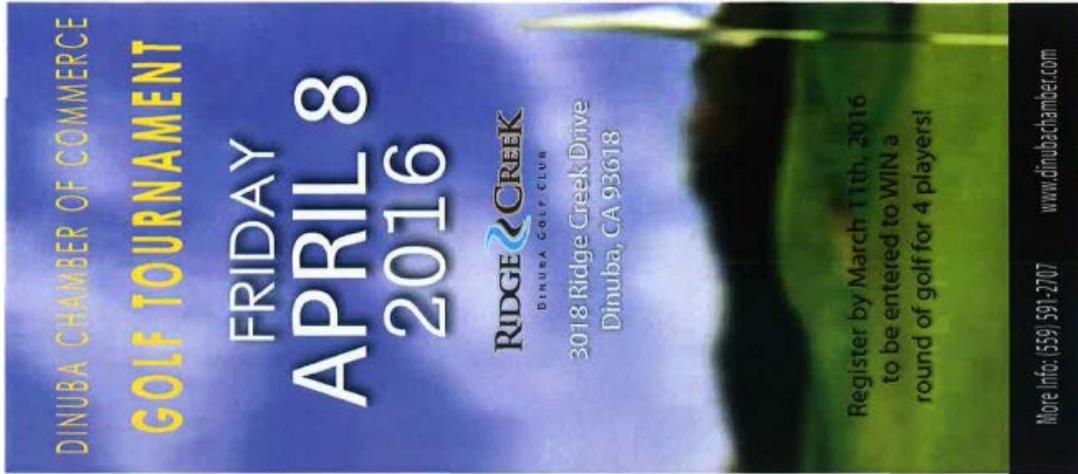
Thank you for your consideration,

Ed Dena, Tournament Chairman  
Dinuba Chamber of Commerce Golf Tournament Committee

Just an additional note in case you are interested:

We are also looking for raffle prizes and items to put into our welcoming bags for the golfers. Raffle prizes such as merchandise or gift certificates and items from our local businesses for the (144) welcoming bags such as advertising products, announcements, snacks or coupons would be very much appreciated. If you are interested in either of these, please call Sandy at the Chamber office 591-2707. She will make sure someone comes by before April 5th to pick up your donation and prepare a receipt for your donation.

Attachment 'B'



**DINUBA CHAMBER OF COMMERCE**  
**GOLF TOURNAMENT**

**FRIDAY  
APRIL 8  
2016**

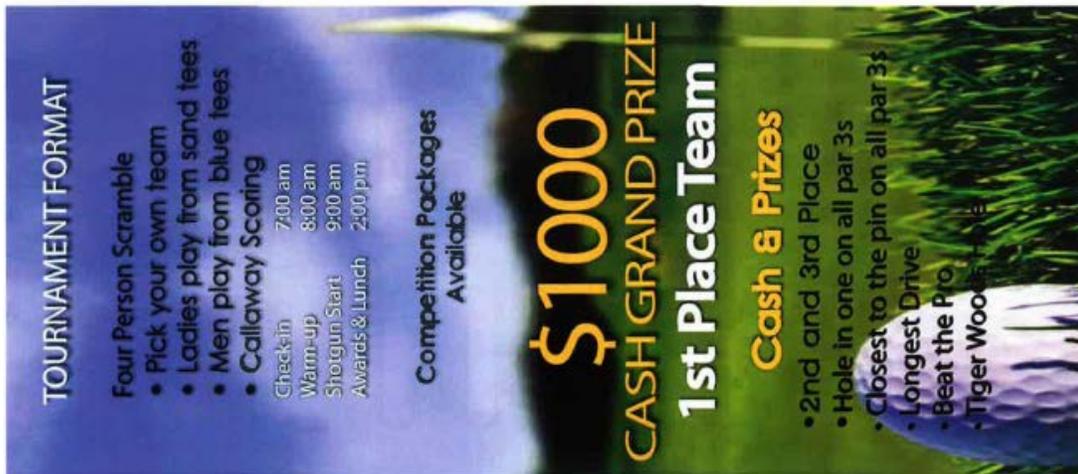
**RIDGE CREEK**  
DINUBA GOLF CLUB  
3018 Ridge Creek Drive  
Dinuba, CA 93618

Register by March 11th, 2016  
to be entered to WIN a  
round of golf for 4 players!

More Info: (559) 591-2707 [www.dinubachamber.com](http://www.dinubachamber.com)



**DINUBACHAMBER**  
OF COMMERCE  
*Our Business is Business*  
210 North "L" Street  
Dinuba, CA 93618



**TOURNAMENT FORMAT**

**Four Person Scramble**

- Pick your own team
- Ladies play from sand tees
- Men play from blue tees
- Callaway Scoring

Check-in	7:00 am
Warm-up	8:00 am
Shotgun Start	9:00 am
Awards & Lunch	2:00 pm

**Competition Packages Available**

**\$1000  
CASH GRAND PRIZE  
1st Place Team**

**Cash & Prizes**

- 2nd and 3rd Place
- Hole in one on all par 3s
- Closest to the pin on all par 3s
- Longest Drive
- Beat the Pro
- Tiger Woods Tee

The form is set against a background image of a golf course with a green and a white golf ball in the foreground. It is divided into several sections: 'SPONSORSHIP OPPORTUNITIES' with three levels (Gold, Silver, Hole Sponsor) and their respective benefits; 'ENTRY FORM' with checkboxes for 'Sponsor' and 'Player Fee' and input fields for 'Total'; 'PAYMENT METHOD' with checkboxes for 'Cash', 'Check', and 'Credit Card' and input fields for 'Total' and 'Card holders phone #'; 'SPONSOR INFORMATION' with input fields for Name, Address, Phone#, and E-Mail; and 'PLAYER FEE' with a rate of '\$100 Per Player • \$400 Per Team' and a large input box for player details (Name, HDCP, Index, Address, Phone#, E-Mail) for four players.

### SPONSORSHIP OPPORTUNITIES

Check box next to sponsorship level

- Gold \$2000**
  - 8 Players
  - Custom Tee Sponsor Sign
  - Hosting Opportunities
  - Banner Displayed at Event
  - Digital Advertising
- Silver \$1000**
  - 4 Players
  - Tee Sponsor Sign
  - Banner Displayed at Event
  - Digital Advertising
- Hole Sponsor \$100**
  - Tee Sponsor Sign

### ENTRY FORM

Check all that apply

Sponsor Total   Player Fee Total

### PAYMENT METHOD

Please make checks payable to:  
Dinuba Chamber of Commerce

Cash Total   Check Total

Credit Card Card holders phone #:

### SPONSOR INFORMATION

Name:   
Address:   
Phone#:   
E-Mail:

### PLAYER FEE:

\$100 Per Player • \$400 Per Team

Player 1: <input type="text"/> HDCP: <input type="text"/> Index: <input type="text"/> Address: <input type="text"/> Phone#: <input type="text"/> E-Mail: <input type="text"/>	Player 2: <input type="text"/> HDCP: <input type="text"/> Index: <input type="text"/> Address: <input type="text"/> Phone#: <input type="text"/> E-Mail: <input type="text"/>
Player 3: <input type="text"/> HDCP: <input type="text"/> Index: <input type="text"/> Address: <input type="text"/> Phone#: <input type="text"/> E-Mail: <input type="text"/>	Player 4: <input type="text"/> HDCP: <input type="text"/> Index: <input type="text"/> Address: <input type="text"/> Phone#: <input type="text"/> E-Mail: <input type="text"/>



# City Council Staff Report

**MAYOR**  
Emilio Morales, Dist. 1

**VICE-MAYOR**  
Scott Harness, Dist. 3

DEPARTMENT: PUBLIC WORKS

**COUNCIL MEMBER**  
Maribel Reynosa, Dist. 2

**COUNCIL MEMBER**  
Mike Smith, Dist. 5

**COUNCIL MEMBER**  
Kuldip Thusu, Dist. 4

CITY COUNCIL MEETING  
DATE: MARCH 8, 2016

**To:** Mayor and City Council  
**From:** Dean K. Uota, P.E., City Engineer  
**By:** Cristobal Carrillo, Planner II  
**Subject:** Request by Jerry Segura to Initiate Proceeding to Abandon a Portion of an Alleyway

## RECOMMENDATION

Council authorize staff to initiate proceedings to abandon (vacate) a portion of an existing alleyway consisting of approximately 140 linear ft. west of First Street between Academy Avenue and E. Golden Way.

## EXECUTIVE SUMMARY

Dinuba resident Jerry Segura (1183 S. First Avenue) is requesting that a portion of the alley adjacent to this resident be abandoned (vacated). The alleyway in question is approximately 140 linear feet west from First Street between Academy Avenue and E. Golden Way (see Attachment 'A'). This portion of the alleyway was gated in 2006 to prevent vehicular and pedestrian access due to loitering, graffiti and other criminal activity. The installation of the gate has successfully reduced these activities. As such, Mr. Segura is requesting that the City consider abandoning the alleyway since it has been closed off to vehicular and residential access for over 10 years.

## OUTSTANDING ISSUES

None.

## DISCUSSION

The requested abandonment would affect approximately 140 linear foot section of an existing alley. The entire alley is primarily used for disposal pick up with secondary access to at least one residence. The portion of alley subject to abandonment has been fenced off from the overall alley since 2006 as a result of previous complaints filed by Mr. Segura to prevent traffic associated with criminal activities. There are no City utilities in this portion of the alley. There is an existing PG&E utility pole that would remain and require an easement for access should the alley be abandoned (see Attachment 'B').

Should the City Council decide that the portion of the subject alley is no longer necessary as a public right-of-way, the City Engineer would prepare and record deeds affecting the proposed vacated areas and offer it for sale to Mr. Segura. The property owner can then extend his side

yard into their portion of the former alley. The City would no longer have responsibility to maintain the alley (i.e., maintenance and pavement repair).

### **FISCAL IMPACT**

The vacation (abandonment) of City rights-of-way will not result in significant fiscal impacts to the City. Approval of the proposal would allow the City to sell the abandoned alley, negating some, if any, fiscal impacts.

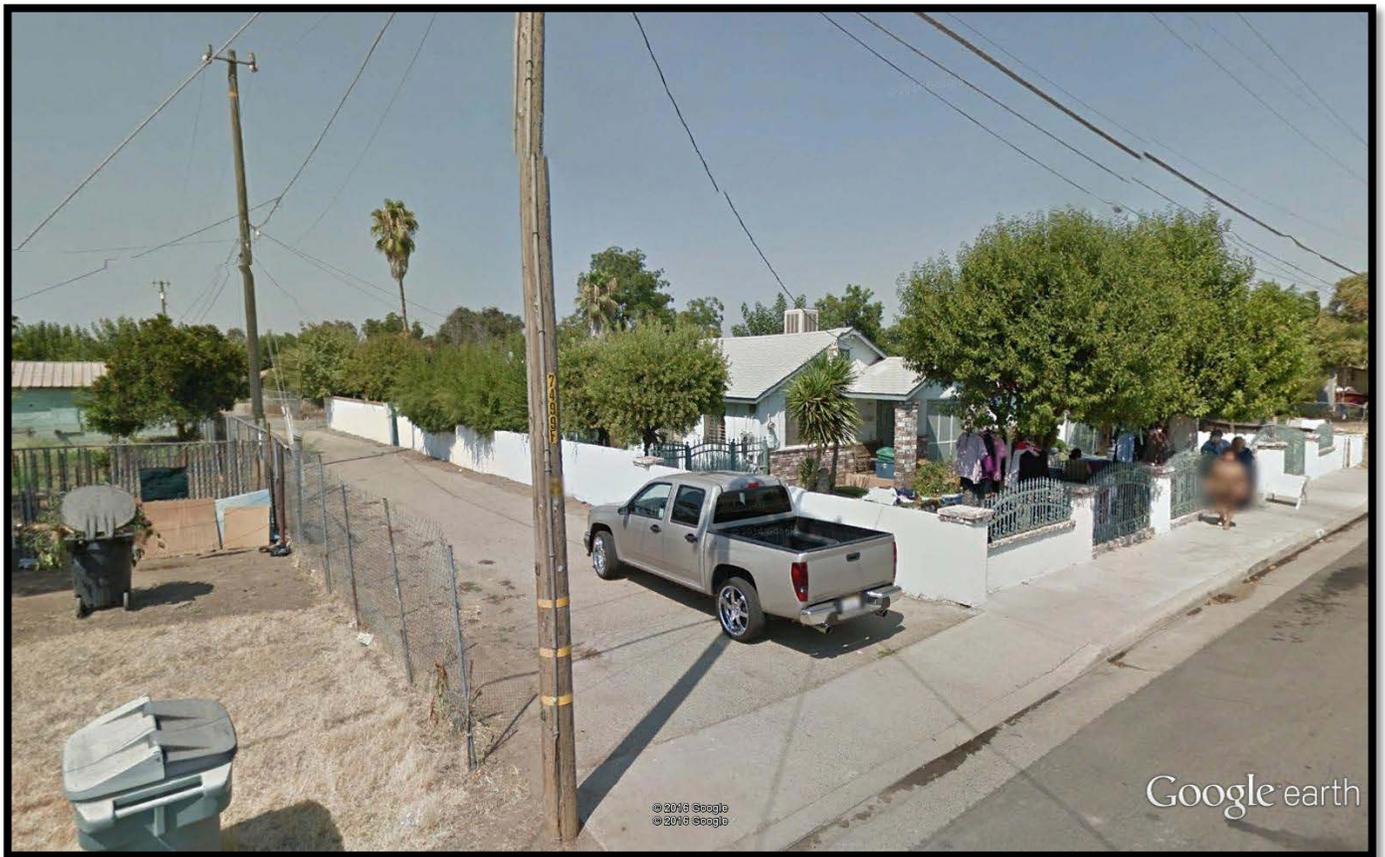
### **ATTACHMENTS**

- A. Aerial of Site
- B. Photo of Alley

Attachment 'A'



Attachment 'B'





# City Council Staff Report

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**MAYOR**  
Emilio Morales, Dist. 1

**VICE-MAYOR MAYOR**  
Scott Harness, Dist. 3

DEPARTMENT: PUBLIC WORKS

**COUNCIL MEMBER**  
Maribel Reynosa, Dist. 2

**COUNCIL MEMBER**  
Mike Smith, Dist. 5

**COUNCIL MEMBER**  
Kuldip Thusu, Dist. 4

CITY COUNCIL MEETING  
DATE: MARCH 8, 2016

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**To:** Mayor and City Council  
**From:** Dean K. Uota, P.E., City Engineer  
**Subject:** Purchase and Sale Agreement with Woodside Homes for the development of Ridge Creek Ranch Subdivision (APNs 012-240-033, 035, 039 and portions of APNs 012-230-048, 50 and APN 012-240-034)

## RECOMMENDATION

Council approve the Purchase and Sale Agreement between the City of Dinuba and Woodside Homes for the development of the Ridge Creek Ranch Subdivision and authorize the City Manager to execute the agreement and open escrow.

## EXECUTIVE SUMMARY

The City of Dinuba entered into a Letter of Intent (LOI) with Woodside Homes in November of 2015 to purchase the Ridge Creek Ranch Subdivision consisting of 170 single-family lots on approximately 55.8 acres adjacent to the City-owned golf course. The LOI authorized staff to negotiate a formal purchase and sale agreement with Woodside Homes. A final draft of the purchase and sale agreement has been prepared and is ready for review and approval the City Council.

## OUTSTANDING ISSUES

None.

## DISCUSSION

The City of Dinuba purchased approximately 56 acres adjacent to the Ridge Creek Golf Course for development as a residential subdivision. The City subsequently prepared and approve a vesting tentative track map (as amended) subdividing the property into 170 single-family lots. The goal is to sell the land and the tentative map to a builder for the construction of move-up and executive-level housing that would complement the Ridge Creek Golf Course. The subdivision includes a mix of lot sizes ranging from 6,000 square feet to 10,000 square feet. A copy of the tentative map is enclosed herein as Attachment 'A'.

The City has marketed the property for sale since 2006. Although several builders/developers have shown interest in the property, the collapse of the housing market followed by Great Recession of 2009 limited the marketability of the property. The housing sector has been slow to recover, despite historically low interest rates. However, positive job growth coupled with a

growing economy and limited supply of housing is beginning to stimulate the local housing market.

Staff engaged Woodside Homes in August of 2015 regarding the subdivision. The City Council entered into a Letter of Intent (LOI) with Woodside Homes in November of 2014 authorizing staff to negotiate a formal purchase and sale agreement. Staff and Woodside Homes have prepared a purchase and sale agreement outlining the terms and conditions of sale. A copy of the PSA is enclosed herein as Attachment 'B'.

Woodside Homes is a Utah-based, privately-held home builder that has constructed and sold more than 40,000 homes throughout Utah, Arizona, Nevada, Texas and California. Woodside Homes' Central Valley Division located in Fresno has several residential communities under construction in the cities of Clovis, Fowler, Visalia, Hanford, Tulare and Bakersfield. Homes in these subdivisions range in size from 1,920 square feet up to 3,707 square feet with price points from \$280,990 to \$422,990. Woodside Homes is a reputable builder with the financial capacity and proven track record to develop the Ridge Creek Ranch Subdivision.

Under the terms of the PSA, Woodside Homes is proposing to purchase the 59.64 gross acres in two phases for a total appraised value of \$790,000. Phase 1 consist of 37.9 acres (\$502,028.80) and includes 78 lots. Phase 2 consists of 21.74 acres (\$287,971.20) and includes 92 lots. Their initial purchase offer was \$731,905. However, the MAI appraisal conducted by James G. Palmer appraised the property at \$790,000.

Upon execution of the PSA, Woodside Homes will make a \$100,000 deposit into escrow. They will have 120 days to conduct their due diligence and market analysis on the property. The close of escrow on Phase 1 will occur within five days after the end of the 120 day due diligence period. Phase 2 will close within the earlier of two years after the sale of the first home in Phase 1 or three years after the close of escrow for Phase 1.

One of the conditions prior to the close of escrow is the preparation of a Development Agreement (DA) that would guide the development, operation and maintenance of the subdivision. The DA will include a review and approval of the elevations and floor plans along with covenants, conditions and restrictions (CCRs) for the project. The Agreement will also include language giving the City of Dinuba the first right of refusal to purchase any remaining lots at a predetermined price should Woodside Homes wish to sell any of the finished lots. Staff will work with Woodside Homes on the DA, which will be presented to the City Council for approval before the end of the due diligence period and prior to the close of escrow on Phase 1.

Woodside Homes plans to develop the subdivision as a gated community. This would give the project exclusivity that they believe will help market the property to move-up and executive level homebuyers as envisioned by the City Council. The internal streets, common landscape areas and automatic gates would be private and paid for through a homeowners association. This project would complement the golf course and achieve the Council's goal of developing a golf course community.

## **FISCAL IMPACT**

The sale of the Ridge Creek Ranch property will result in up to \$790,000 in revenue to the City. In addition, the City will collect development impacts fees, building permit revenues as homes are built and property taxes from the new homes.

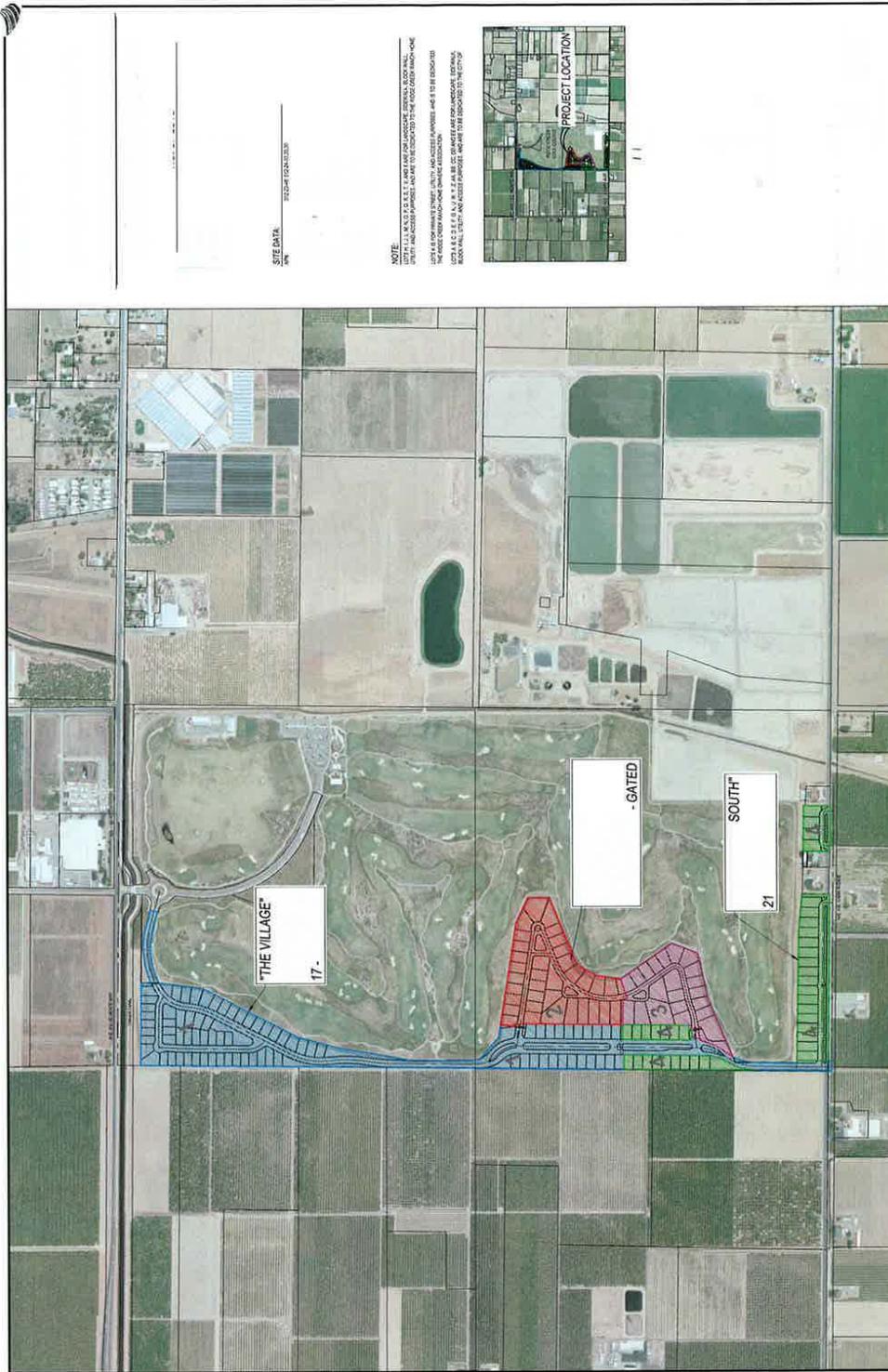
## **PUBLIC HEARING**

None required.

Attachments:

- A. Ridge Creek Ranch Subdivision Map
- B. Purchase and Sale Agreement

Attachment 'A'



Attachment 'B'

**PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS**

This PURCHASE AGREEMENT and JOINT ESCROW INSTRUCTIONS ("Agreement") is dated as of the \_\_\_\_ day of March, 2016 for identification purposes, by and between the City of Dinuba, a California municipal corporation ("Seller") and Woodside 06N, LP, a California limited partnership ("Buyer"). Seller and Buyer shall be individually referred to herein as a "Party", and collectively referred to herein as the "Parties".

**RECITALS**

A. Seller owns certain real property consisting of approximately 59.64 gross acres located in the city of Dinuba (the "City"), county of Tulare (the "County"), State of California, commonly known as APNs 012-240-33, 012-240-35, and 012-240-39, and portions of APNs 012-230-48, 012-230-50, and 012-240-34, which real property consists of the Phase 1 Property and the Phase 2 Property (each defined below) and shall be collectively referred to herein as the "Property". The term "Property" shall also include all of Seller's rights, title, and interest in and to all entitlements, tentative or final maps, easements, mineral rights, oil and gas rights, water, water rights, air rights, development rights and privileges appurtenant to said Property, and all improvements located thereon.

B. The Close of Escrow for the Property shall occur in 2 phases (each a "Phase" and together, the "Phases"). The first Phase shall consist of approximately 37.9 gross acres of the Property as depicted on the map attached hereto as Exhibit 1-A and more particularly described in Exhibit 2-A (the "Phase 1 Property"). The second Phase shall consist of approximately 21.74 gross acres of the Property as depicted on the map attached hereto as Exhibit 1-B and more particularly described in Exhibit 2-B (the "Phase 2 Property").

C. Seller desires to sell to Buyer and Buyer desires to purchase from Seller, the Property.

**AGREEMENT**

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the Parties, Buyer and Seller hereby agree as follows:

1. **INCORPORATION OF RECITALS AND EXHIBITS.** The Recitals set forth above and the Exhibits attached to this Agreement are each incorporated into the body of this Agreement as if set forth in full.

2. **PURCHASE AND SALE.**

2.1 **Purchase Price.** The "Purchase Price" for the Property shall be Seven Hundred Ninety Thousand and No/100ths Dollars (\$790,000.00). The portion of Purchase Price due at the Phase 1 Closing shall be Five Hundred Two Thousand Twenty Eight and 80/100ths Dollars (\$502,028.80). The portion of Purchase Price due at the Phase 2 Closing shall be Two Hundred Eighty Seven Thousand Nine Hundred Seventy One and 20/100ths Dollars (\$287,971.20). The portion of the Purchase Price due at each Phase Closing shall be payable in cash or other immediately available funds at the Close of Escrow, defined below, for each Phase.

3. **ESCROW HOLDER.** All amounts of money paid by Buyer shall be paid into an interest bearing escrow account (the "Escrow Account") to be established and maintained with First American Title Company, attn: Darlene Van Hoose, 7010 North Palm Avenue, Fresno, CA 93650 (the "Escrow Holder").

**4. PURCHASE DEPOSITS AND PAYMENT.**

**4.1 Deposit.** Within three (3) business days after the Effective Date, as defined in Section 17.16, Buyer shall deposit with Escrow Holder in the Escrow Account, cash or cash equivalent in the sum of One Hundred Thousand and No/100ths Dollars (\$100,000.00) (the "Deposit"). On or before the end of the Due Diligence Period, defined below, Buyer shall provide Seller and Escrow Holder written notice of its intent to continue with the transaction (the "Continuation Notice"). If Buyer provides the Continuation Notice, the Deposit shall then become non-refundable except as provided herein and shall be retained in the Escrow Account until the Closing. If the Closing occurs, the Deposit and all accrued interest thereon shall be applicable to the portion of the Purchase Price due at each Phase Closing on a pro rata basis based on the number of gross acres comprising such Phase. In the event Buyer does not timely provide the Continuation Notice, Buyer shall be deemed to have disapproved of the due diligence review and this Agreement shall terminate pursuant to Section 15.1 hereof.

**4.2 Payment of Balance of Purchase Price.** Prior to the Close of Escrow for each Phase, Buyer shall pay into the Escrow Account in cash or cash equivalent an amount equal to the portion of the Purchase Price due at such Phase Closing less the prorated portion of the Deposit and all accrued interest thereon applicable to such Phase Closing (the "Purchase Price Balance"), which shall be released to Seller at the Close of Escrow for such Phase.

**5. ESCROW AND CLOSING.**

**5.1 Opening Escrow.** Within three (3) business days after the Effective Date the Parties shall open an escrow (the "Escrow") with Escrow Holder by the Parties depositing into Escrow: (i) the fully executed Agreement, or executed counterparts thereof and (ii) the Deposit. Escrow Holder shall perform all Escrow and title services in connection with this Agreement. The date such fully executed Agreement and the Deposit are received by Escrow Holder shall be deemed the "Opening of Escrow" and Escrow Holder shall advise Buyer and Seller (and other parties identified in Section 17.8) of such date in writing. This Agreement shall serve as escrow instructions. Any supplemental escrow instructions submitted to Escrow Holder shall incorporate this Agreement as a part thereof and shall contain such other standard and usual provisions as may be required by Escrow Holder; provided, however, that no supplemental escrow instructions shall modify or amend any provision of this Agreement, unless expressly set forth in a writing signed by both Buyer and Seller. In the event there is a conflict between any provisions contained in such supplemental escrow instructions and the provisions of this Agreement, the provisions of this Agreement shall control.

**5.2 Closing Date.** The Close of Escrow for the Phase 1 Property (the "Phase 1 Closing") shall occur five (5) business days after the expiration of the Due Diligence Period (the "Phase 1 Closing Date"). The Close of Escrow for the Phase 2 Property (the "Phase 2 Closing") shall take place the earlier of: (i) two (2) years after the sale of the first residence in the Phase 1 Property to a member of the home buying public or (ii) three (3) years after the Phase 1 Closing (the "Phase 2 Closing Date"). The terms "Close of Escrow", "Close Escrow" and "Closing" shall refer to and mean the date on which the Grant Deed for any Phase, defined below, transferring title to the subject Phase of the Property to Buyer is recorded in the Official Records of the County (the "Official Records").

**6. CONDITIONS PRECEDENT TO CLOSING.**

**6.1 Escrow Fees/Prorations.** Seller and Buyer shall allocate and pay the Escrow, title and closing costs as follows: (a) Seller shall pay the cost for title insurance equal to the premium for an ALTA Standard Owner's Policy in the amount of the Purchase Price; (b) Buyer shall pay the cost for ALTA extended coverage, if requested by Buyer, and any binder or endorsements requested by Buyer; (c) Seller shall pay any rollback and transfer taxes required by law; (d) Escrow Holder's escrow fees and all other customary escrow fees and costs shall be divided equally between Seller and Buyer; (e) recording costs shall be paid for by Seller; and (f) Buyer and Seller shall each pay their own legal and professional fees and fees of other consultants incurred by Buyer and Seller, respectively. Real property taxes and

any assessments shall be prorated as of the Close of Escrow for each Phase on the basis of thirty-day months. The Parties acknowledge that Seller is a tax-exempt governmental entity and as such shall only be required to pay those real property taxes for which it is not exempt. Seller's portion of such assessments and non-exempt taxes may be paid using the proceeds from the Close of Escrow for the subject Phase or by a reduction in the cash amount paid at the Close of Escrow for the subject Phase.

**6.2 Closing Documents.** The Parties shall deposit the following with Escrow Holder prior to each Close of Escrow:

**6.2.1 Seller's Documents.** Seller shall deposit:

6.2.1.1 The Grant Deed conveying fee title to the subject Phase of the Property to Buyer subject only to the Permitted Exceptions (the "Grant Deed");

6.2.1.2 An affidavit or qualifying statement, which satisfies the requirements of Paragraph 1445 of the *Internal Revenue Code* of 1986, as amended, and the regulations thereunder (the "Non-Foreign Affidavit"); and

6.2.1.3 An executed assignment of the rights, title and interests of Seller in and to the entitlements and related matters in the Property as set forth in Exhibit 3 (the "Assignment to Buyer of Entitlements").

**6.2.2 Buyer's Documents.** Buyer shall deposit:

6.2.2.1 The Purchase Price Balance, plus Buyer's share of the closing costs, and escrow fees and charges for the subject Phase.

**6.2.3 Additional Documents.** The Parties shall also deposit such additional documents and/or instructions as necessary to comply with the terms hereof.

**6.3 Closing.** Upon each Close of Escrow, Escrow Holder shall: (i) record the Grant Deed for the subject Phase in the Official Records; (ii) pay any rollback and transfer taxes; (iii) instruct the County recorder to deliver the Grant Deed for the subject Phase to Buyer following each Close of Escrow; (iv) distribute to Seller, or as Seller may instruct, the cash proceeds of the transaction, less Seller's escrow and cash charges; (v) deliver to Buyer the Title Policy, defined below, subject only to the Permitted Exceptions; (vi) deliver to Buyer the executed Non-Foreign Affidavit; (vii) deliver to Buyer the executed Assignment to Buyer of Entitlements; and (viii) perform all other actions necessary to carry out the terms of this Agreement.

**6.4 Buyer's Conditions to Close.** Buyer's obligations hereunder to Close Escrow and purchase the Property are expressly conditioned upon the satisfaction of the following conditions ("Buyer's Conditions to Close"). Any approval to be given by Buyer shall be given, or not given, in the sole and absolute discretion of Buyer. Buyer's Conditions to Close are inserted for the sole benefit of Buyer and may be waived by Buyer giving notice thereof in writing to Seller.

**6.4.1 Title.** The Escrow Holder is ready, able and willing to issue the Title Policy insuring title to the Property vested in Buyer subject only to the Permitted Exceptions.

**6.4.2 Seller's Performance.** Seller shall not be in breach of the terms of this Agreement.

**6.4.3 Tenancies.** Title to the Property is free and clear of all tenancies, licenses, use agreements, orchardkeepers contracts, service contracts or other rights or claims of possession.

6.4.4 Representations and Warranties. All representations and warranties made by Seller continue to be correct and are correct as of the Close of Escrow for the subject Phase.

6.4.5 No Agreements Binding on the Property. During the pendency of Escrow, Seller shall have maintained the Property in substantially its current condition and shall not have further encumbered the Property or entered into, modified or terminated any agreement binding upon or inuring to the benefit of the Property or the owner thereof which shall extend beyond the Close of Escrow for the subject Phase without obtaining the prior written consent of Buyer.

6.4.6 Entitlements. Prior to the Phase 1 Closing Date and Phase 2 Closing Date, Buyer shall have obtained the Entitlements, as described in Section 7.3, for such Phase.

6.4.7 Phase 1 Closing. The successful Close of Escrow for the Phase 1 Property shall be a condition precedent to Buyer's obligation to Close Escrow on the Phase 2 Property.

6.4.8 Parcelization. Prior to the Phase 1 Closing Date and Phase 2 Closing Date, Seller shall have caused the Parcelization of the Property, as described in Section 7.5 below, for such Phase.

6.5 Seller's Conditions to Close. Seller's obligations hereunder to Close Escrow are expressly conditioned upon the satisfaction of the following conditions ("Seller's Conditions to Close"). Any approval to be given by Seller shall be given, or not given, in the sole and absolute discretion of Seller. Seller's Conditions to Close are inserted for the sole benefit of Seller and may be waived by Seller giving notice thereof in writing to Buyer.

6.5.1 Buyer's Obligations. Buyer shall not be in breach of the terms of this Agreement.

6.5.2 Representations and Warranties. All representations and warranties made by Buyer continue to be correct and are correct as of the Close of Escrow for the subject Phase.

## 7. ACTIONS PENDING CLOSING.

7.1 Condition of Title/Preliminary Title Report. Within five (5) business days after the Effective Date, Escrow Holder shall prepare and deliver to Buyer a preliminary title report (the "Preliminary Report") for the Property. Upon receipt of the Preliminary Report together with complete and legible copies of all underlying documents identified or described as exceptions to title shown therein, Buyer shall have ten (10) business days within which to notify Seller in writing of Buyer's disapproval of any exception to title disclosed in the Preliminary Report ("Disapproved Exception"), except that all monetary encumbrances, excluding the lien of any real estate taxes and assessments which are not yet due and payable, shall be deemed Disapproved Exceptions. In the event the Preliminary Report is supplemented (a "Supplement"), Buyer shall have ten (10) business days after receipt of such Supplement together with complete and legible copies of all additional underlying documents described therein within which to notify Seller of any Disapproved Exception arising from any new matter shown in the Supplement. Any matter disclosed in the Preliminary Report or any Supplement that is not disapproved in writing within the above stated time frame will be deemed an "Approved Exception." The term "Permitted Exceptions" shall mean all exceptions appearing on the Preliminary Report, which are: (i) standard printed exceptions in the Title Policy; (ii) non-delinquent general and special real property taxes and assessments (including any improvement bonds constituting a lien not yet due and payable); (iii) any Approved Exceptions; or (iv) any other liens, easements, encumbrances, covenants, conditions and restrictions of record approved, or waived if a Disapproved Exception, by Buyer pursuant to this Section. Seller shall use its best commercially reasonable efforts to remove or cause the Escrow Holder to endorse over the Disapproved Exceptions, or shall notify Buyer and Escrow Holder of its election to not do so. The failure of Seller to notify Buyer and Escrow Holder of its election shall be deemed Seller's election not to remove or cause the Escrow Holder to endorse over the Disapproved Exceptions. If,

despite Seller's commercially reasonable efforts to remove or to cause the Escrow Holder to endorse over a Disapproved Exception, Seller is unable to do so, or Seller elects to not do so, Seller will give Buyer notice of the same within ten (10) business days after receipt of Buyer's Disapproved Exception(s), and Buyer shall then have the option, within five (5) business days to: (i) terminate this Agreement by written notice to Seller and Escrow Holder, in which case this Agreement shall terminate pursuant to Section 15.1, and the Parties shall have no further obligation to one another except those of Section 8 of this Agreement; or (ii) waive its objection to the Disapproved Exception in question by so notifying Seller and Escrow Holder and proceed to Close of Escrow. Notwithstanding anything to the contrary set forth herein, if Seller fails to cure any Monetary Title Defect which is not caused by the activities of Buyer which can be cured by the payment of money, Buyer shall have the right at its sole option to cause such amount to be paid and deduct such amount from the Purchase Price. As used in this paragraph, the term "Monetary Title Defect" shall only include deeds of trust, mortgages and any other security instruments recorded or filed against the Property or any part thereof, and judgments, mechanics, and materialmen's liens recorded or filed against the Property or any part thereof that are not caused by the activities of Buyer.

**7.2 Title Policy.** Buyer's obligation to proceed to Close of Escrow shall be conditioned upon the commitment by Escrow Holder to issue an ALTA Standard Owner's Policy of Title Insurance, or, at Buyer's written request and at Buyer's additional cost, an ALTA Extended Owner's Policy of Title Insurance showing title to the Property vested in Buyer with liability equal to the Purchase Price, subject only to the Permitted Exceptions (the "Title Policy").

**7.3 Entitlements.** "Entitlements" for any Phase shall mean, a City approved final map for the portion of the Property comprising such Phase consistent with Buyer's intended use thereof, with conditions of approval reasonably acceptable to Buyer and the expiration of any applicable appeals periods and the same shall be ready to record. Prior to the Phase 1 Closing, Buyer, at Buyer's sole cost and expense, shall use commercially reasonable efforts to obtain the Entitlements for the Phase 1 Property. Prior to the Phase 2 Closing, Buyer, at Buyer's sole cost and expense, shall use commercially reasonable efforts to obtain the Entitlements for the Phase 2 Property. Seller agrees to cooperate with Buyer's efforts hereunder at no additional cost to Seller including, but not limited to, the signing of any necessary documents and the offering of any necessary testimony.

**7.4 Phase I Environmental Questionnaire.** Buyer shall provide Seller a Phase I Environmental Questionnaire as part of Buyer's investigation of the Property. Seller agrees to complete the Phase I Environmental Questionnaire and return the same to Buyer within five (5) days after Seller's receipt thereof.

**7.5 Parcelization.** Prior to the Close of Escrow for each Phase, Seller, at Seller's sole cost and expense, shall cause the portion of the Property to be conveyed at such Phase Closing to be a separate legally conveyable parcel in accordance with the State of California Subdivision Map Act (the "Parcelization").

**7.6 Development Agreement.** Prior to the expiration of the Due Diligence Period, the Parties shall use good faith efforts to negotiate, execute, and deliver to Escrow Holder, a development agreement for the Property (the "Development Agreement") the effectiveness of which shall be conditioned upon the Close of Escrow for the Property. If the Parties fail to execute and deliver to Escrow Holder, a Development Agreement prior to the expiration of the Due Diligence Period, this Agreement shall automatically terminate in accordance with the terms of Section 15.1 hereof.

**7.7 Grading Work/Grant of Grading License.** Buyer and Seller acknowledge that in order to develop the Property, Buyer will be required to grade the Property in accordance with City requirements (the "Grading Work"). In order to facilitate the Grading Work by Buyer, Seller hereby grants Buyer a non-exclusive license to enter onto the Phase 2 Property for the purpose of accomplishing the Grading Work required thereon (the "Grading License"). The Grading License shall commence upon the Phase 1 Closing and expire upon the earlier of: (i) the Phase 2 Closing, (ii) termination of this Agreement, or (iii) completion of the Grading Work.

**8. INVESTIGATION OF THE PROPERTY DURING THE DUE DILIGENCE PERIOD.** Within five (5) business days after the Effective Date, Seller shall, without representation or warranty of any kind as to the accuracy, applicability, or usefulness thereof, provide Buyer with complete copies of all studies, reports, agreements, documents, plans, permits and entitlements in Seller's possession concerning the Property and its improvement and development including, but not limited to, all engineering drawings, soils reports, earthquake studies, site history investigations, toxic or hazardous materials investigations or reports, planning studies and title reports in Seller's possession, copies of the current year's tax bills related to the Property, and copies of all City and County resolutions and approval conditions pertaining to the Property (collectively, the "Due Diligence Materials"). Buyer shall have until 5:00 pm California time on the date that is one hundred twenty (120) days after the Effective Date (the "Due Diligence Period") to review the Due Diligence Materials, the Feasibility Studies (as defined below), and to determine, in Buyer's sole and absolute discretion, the suitability of the Property for Buyer's use and development (collectively, the "Feasibility Matters"). Without in any way limiting the generality of the foregoing, Buyer shall make such investigations and inquiries as Buyer deems reasonable and necessary to satisfy itself as to the Feasibility Matters, which may include verification of the completion or accuracy of the Due Diligence Materials, any governmental land regulations, zoning ordinances, architectural and design approvals, development costs, financial and market feasibility, the status of the entitlements for the Property, the amount and terms of any bonds, assessments, infrastructure fees, school fees, park fees, and any special taxes, fees, districts and improvement obligations affecting the Property, the environmental conditions of the Property, and all aspects of the physical condition of the Property.

**8.1 Access and Studies.** At any time during the Due Diligence Period, Buyer, its agents, employees, consultants, contractors, subcontractors and representatives shall have the right to enter upon all portions of the Property for the purpose of conducting such investigations, inspections and tests of the Property and preparing such maps and surveys as Buyer deems necessary in order to determine the condition and suitability of the Property including, but not limited to, the Feasibility Matters and for all other purposes related to Buyer's acquisition and development of the Property. Without limiting the foregoing, Buyer shall have the right to perform a complete environmental audit of the Property, soils tests on any portion of the Property, and any other technical studies which may in Buyer's sole discretion be helpful in obtaining development approval for the Property (collectively, the "Feasibility Studies"). The Feasibility Studies may include environmental assessments, environmental impact reports, traffic studies, noise studies, water quality and availability studies, archeological and paleontological studies, seismic and slope stability studies and other studies which may be necessary or appropriate in Buyer's sole discretion for Buyer to completely evaluate the condition of the Property.

**8.1.1 Indemnity.** Buyer hereby agrees to indemnify and hold Seller harmless from and against any and all loss, expense, claim, damage and injury to persons or the Property (including attorney's fees and post judgment collection costs) arising from or related to the exercise of Buyer's access rights under Section 8.1 by Buyer and its employees, consultants, engineers, authorized agents and subcontractors onto the Property in connection with the performance of any investigation of the Property as contemplated herein.

**8.1.2 Liens.** Buyer will exercise its rights of access under this Section 8 in such a manner as to keep the Property free of materialmen's and mechanics' liens. If such a lien is recorded on the Property, Buyer may dispute such lien, provided that within ten (10) days after Seller has received notice that such lien was recorded, Buyer will, at its sole cost, cause the effect of the lien to be removed from the Property. Upon such removal, at its sole cost, Buyer shall take whatever actions it deems necessary to pay, compromise, contest, litigate, or otherwise dispose of such third party claim in a manner that keeps the Property and all portions thereof free of all claims.

**8.1.3 Effects of Investigation.** Notwithstanding anything set forth in this Agreement to the contrary, Buyer shall have no liability for diminution in value of the Property resulting from negative facts learned or disclosed to Buyer concerning the Property as a result of Buyer's due diligence activities.

9. **RISK OF LOSS.** If prior to Close of Escrow any damage or casualty occurs to the Property which results in a loss of value of the Property in excess of \$25,000 or materially interferes with Buyer's intended use of the Property, Buyer may, at its option, within ten (10) business days after Buyer's receipt of Seller's notice of the damage or casualty, elect either to: (i) terminate this Agreement, in which event all funds deposited into Escrow by Buyer which are held by Escrow Holder or have been released from Escrow shall be returned to Buyer, the Parties shall share equally the expenses of canceling Escrow, and neither Party shall have any further rights or obligations hereunder except those obligations which expressly survive the termination of this Agreement; or (ii) continue this Agreement in effect, in which event upon the Close of Escrow, Seller shall assign to Buyer and Buyer shall be entitled to any compensation, award, or other payments or relief resulting from such damage or casualty. Any damage or casualty that occurs after the Close of Escrow shall be the sole responsibility of Buyer.

10. **REPRESENTATIONS, WARRANTIES AND COVENANTS.**

10.1 **Seller's Representations, Warranties and Covenants.** In addition to the representations, warranties and covenants of Seller contained in other sections of this Agreement, Seller hereby represents, warrants, and covenants to Buyer that the statements below in this Section are each true as of the Effective Date, and, if to Seller's knowledge any such statement becomes untrue related to the Property prior to any Closing, Seller shall so notify Buyer in writing and Buyer shall have three (3) business days thereafter to determine if Buyer wishes to proceed with the subject Closing. If Buyer determines it does not wish to proceed, then the terms of Section 15.3 shall apply.

10.1.1 **Identity.** Seller is duly created, validly existing, and organized under the laws of the State of California. Seller has the requisite right, capacity, power and authority to enter into and carry out the terms of this Agreement without consent from any other party.

10.1.2 **Ownership; Encumbrances.** Seller owns the Property in fee simple. Seller has not alienated, encumbered (other than the Approved Exceptions), transferred, leased, assigned or otherwise conveyed its interest in the Property or any portion thereof, nor entered into any agreement to do so, nor shall Seller do so prior to the Close of Escrow for any Phase (except for any deed of trust or other voluntary monetary encumbrance which shall be removed at Close of Escrow for the subject Phase).

10.1.3 **Solvency.** Seller is not bankrupt or insolvent under any applicable federal or state standard, has not filed for protection or relief under any applicable bankruptcy or creditor protection statute and has not been threatened by creditors with an involuntary application of any applicable bankruptcy or creditor protection statute, and has not made a general assignment for the benefit of creditors.

10.1.4 **No Development Impediments.** Other than any conditions disclosed in any soils report or other documents provided by Seller to Buyer, to Seller's current actual knowledge, as of the Effective Date, Seller is not aware of any reason why the Property cannot be developed for residential use, e.g., zoning restrictions, building moratorium, flood plain limitations, etc., and to Seller's knowledge, the Property does not contain any physical impediments to the development of the Property including, but not limited to, surface or subsurface deposits of garbage or other refuse or debris, any excavations or pits that have been completely or partially filled, or any unnatural surface or subsurface soil condition.

10.1.5 **Hazardous Substances.** To Seller's current actual knowledge, without a duty to investigate, there are no Hazardous Substances, or storage tanks containing Hazardous Substances, in, on, under, about or within the Property. To Seller's current actual knowledge, there are no pending or threatened litigation, proceedings or investigations before or by any administrative agency in which any person or entity alleges the presence, release, threat of release, placement on or in the Property or within the Property, or the generation, transportation, storage, treatment or disposal at the Property or within the Property, of any Hazardous Substance. For purposes of this Agreement, the term "Hazardous Substances" means any

matter which, as of the date of this Agreement, has been determined by any regulation, order or rule, or any proposed regulation, order or rule, promulgated by any governmental agency of appropriate jurisdiction, to constitute hazardous waste or hazardous substance or petroleum product under any federal, state or local statute, law, rule, regulation, ordinance or enactment of any governmental authority.

**10.1.6 Pending Disputes.** As of the Effective Date, to Seller's current actual knowledge, without a duty to investigate, there are no disputes, litigation, or proceedings pending or threatened concerning or related to the Property or to the obligations or rights of Seller in and to the Property.

**10.1.7 No Liens or Encumbrances Not of Record.** To Seller's current actual knowledge, without a duty to investigate, as of the Close of Escrow for the subject Phase, there are no liens or encumbrances on, or claims to, or covenants, conditions and restrictions, easements, rights of way or other matters affecting the Property, except as indicated in the Preliminary Report.

**10.1.8 No Agreements Binding on the Property.** During the pendency of Escrow, Seller shall have maintained the Property in substantially its current condition and shall not have further encumbered the Property, or entered into, modified or terminated any agreement binding upon or inuring to the benefit of the Property or the owner thereof which shall extend beyond the Close of Escrow for the subject Phase without obtaining the prior written consent of Buyer. The Property is not subject to any written agreement between Seller and any third party for the transfer or sale of the Property to a third party. Seller will not transfer or encumber the Property during the term of this Agreement except as provided in this Agreement.

**10.1.9 Existing Agreements.** To Seller's current actual knowledge, without a duty to investigate, there are no existing material defaults by Seller under any agreements, documents, covenants, conditions and restrictions, or any other documentation relating to the Property.

**10.1.10 Conflicting Documents.** Neither the execution and delivery of this Agreement and the documents and instruments, referenced herein, nor the occurrence of the obligations set forth herein, nor the consummation of the transaction contemplated herein, nor compliance with the terms of this Agreement and the documents and instruments referenced herein conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a default under any bond, note, or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease, or other agreement or instrument to which Seller is a party or affecting the Property.

**10.1.11 Leases.** Seller will not enter into any written leases or other written agreements affecting or relating to the rights of any party with respect to the possession of the Property which shall extend beyond the Close of Escrow for the subject Phase without the written consent of Buyer.

**10.1.12 Feasibility Documents.** The documents delivered to Buyer pursuant to Section 8 are all of the documents owned by or under the control of Seller pertaining to the condition of the Property, and, to Seller's current actual knowledge, without a duty to investigate, there are no material inaccuracies in the information contained in such documents.

**10.2 Buyer's Representations and Warranties.** In addition to the representations, warranties and covenants of Buyer contained in other sections of this Agreement, Buyer hereby represents, warrants and covenants to Seller that the statements below in this Section are each true as of the Effective Date, and, if to Buyer's actual knowledge any such statement becomes untrue prior to any Closing, Buyer shall so notify Seller in writing and Seller shall have three (3) business days thereafter to determine if Seller wishes to proceed with the subject Closing. If Seller determines it does not wish to proceed, then the terms of Section 15.2 shall apply.

**10.2.1 Identity.** Buyer is a California limited partnership, lawfully in existence and in good standing, and registered with the State of California. Buyer has the full right, capacity, power and authority to enter into and carry out the terms of this Agreement.

**10.2.2 Solvency.** Buyer is not bankrupt or insolvent under any applicable federal or state standard, has not filed for protection or relief under any applicable bankruptcy or creditor protection statute, and has not been threatened by creditors with an involuntary application of any applicable bankruptcy or creditor protection statute.

**11. CONDEMNATION.** If prior to Close of Escrow for the subject Phase, any portion of the Property is taken by any entity by condemnation or with the power of eminent domain, or if the access thereto is reduced or restricted thereby (or is the subject of a pending taking which has not yet been consummated), Seller shall notify Buyer of such fact together with any information in Seller's possession or control related to such condemnation. In such event, Buyer shall have the right, in Buyer's sole discretion, to terminate this Agreement and the relevant Escrow upon written notice to Seller and Escrow Holder not later than five (5) business days after receipt of Seller's notice thereof. If this Agreement and Escrow are so terminated, then the terms of Section 15.1 shall apply. Alternatively, Buyer may proceed to consummate the relevant transaction provided for herein at Buyer's sole election, in which event Seller shall assign and turn over, and Buyer shall be entitled to receive and keep, any and all awards made or to be made in connection with such condemnation or eminent domain, and the Parties shall proceed to the Close of Escrow for the subject Phase pursuant to the terms hereof, without any reduction in the Purchase Price.

**12. LIQUIDATED DAMAGES.** BUYER AND SELLER EACH AGREE THAT IN THE EVENT OF A MATERIAL DEFAULT OR BREACH HEREUNDER BY BUYER WHEREUPON BUYER FAILS OR REFUSES TO COMPLETE THE PURCHASE CONTEMPLATED IN THIS AGREEMENT, THE DAMAGES TO SELLER WOULD BE EXTREMELY DIFFICULT AND IMPRACTICABLE TO ASCERTAIN, AND THAT THEREFORE, IN THE EVENT OF A MATERIAL DEFAULT OR BREACH BY BUYER, THE DEPOSIT (OR SUCH AMOUNT THEREOF AS IS IN THE ESCROW ACCOUNT AS OF THE DATE OF TERMINATION PURSUANT TO THE TERMS HEREOF), PLUS ALL ACCRUED INTEREST THEREON, SHALL SERVE AS LIQUIDATED DAMAGES FOR SUCH BREACH OR DEFAULT BY BUYER. THE PARTIES AGREE THAT THE AMOUNT OF THE DEPOSIT IS A REASONABLE ESTIMATE OF THE DAMAGES TO SELLER OCCASIONED BY SUCH BREACH, INCLUDING COSTS OF NEGOTIATING AND DRAFTING THIS AGREEMENT, COSTS OF COOPERATING IN SATISFYING CONDITIONS TO CLOSING, COSTS OF SEEKING ANOTHER BUYER, OPPORTUNITY COSTS IN KEEPING THE PROPERTY OUT OF THE MARKETPLACE, AND OTHER COSTS INCURRED IN CONNECTION HERewith. ACCORDINGLY, DELIVERY TO AND RETENTION OF THE DEPOSIT BY SELLER SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY AGAINST BUYER IN THE EVENT OF SUCH A MATERIAL DEFAULT OR BREACH BY BUYER, AND SELLER WAIVES ANY AND ALL RIGHT TO SPECIFIC PERFORMANCE OR DAMAGES IN EXCESS OF THE LIQUIDATED AMOUNT.

Seller's Initials: \_\_\_\_\_

Buyer's Initials: \_\_\_\_\_

**13. BROKERS.** Should the Close of Escrow for any Phase occur, Buyer agrees to pay a real estate commission for such Phase to Rick Telegan and George Ouzounian by way of separate written agreement. Notwithstanding the foregoing, each Party agrees to indemnify, defend, protect and hold the other harmless from and against all liabilities, costs, damages and expenses including, without limitation, attorney's fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay a broker's commission or finder's fee.

**14. ASSIGNMENT.** The Parties hereto may not assign their respective rights or delegate their respective obligations hereunder without the prior written consent of the other Party, provided however, without further consent Buyer may assign its rights to a commonly controlled affiliate of Buyer.

**15. TERMINATION.** In addition to any other provisions in this Agreement that apply in the event of termination:

**15.1 Termination by Buyer Prior to Expiration of Due Diligence Period.** If Buyer elects to terminate this Agreement for any reason provided in this Agreement prior to the expiration of the Due Diligence Period, then: (i) this Agreement shall terminate and all rights Buyer may have had to acquire the Property shall automatically expire; (ii) Escrow Holder shall immediately return the Deposit and all accrued interest thereon to Buyer (without additional instruction from Seller); and (iii) Buyer and Seller will have no further obligation to each other related to the Property or this Agreement except as may have arisen from Buyer's exercise of its right of access under Section 8.1 and each of its subparts.

**15.2 Termination for Other Than Seller's Default After the Expiration of the Due Diligence Period.** If Buyer elects to terminate this Agreement for any reason other than Seller's default or a failure of Buyer's Conditions to Close after expiration of the Due Diligence Period but prior to Closing, then: (i) this Agreement shall terminate and all rights Buyer may have had to acquire the Property shall automatically expire; (ii) the terms of Section 12 shall apply; (iii) Buyer will pay any Escrow cancellation charges and the Escrow will be terminated; and (iv) Buyer and Seller will have no further obligation to each other related to the Property or this Agreement except as may have arisen from Buyer's exercise of its right of access under Section 8.1 and each of its subparts.

**15.3 Termination Due to Seller's Default.** If Seller defaults, then Buyer may elect to: (i) have the Deposit and all accrued interest thereon immediately returned to Buyer; (ii) seek specific performance through binding arbitration pursuant to Section 17.5; or (iii) elect to recover its actual damages and forego pursuit of specific performance. In no event shall Buyer be entitled to recover lost profits or appreciation or other consequential damages.

**15.4 Termination For Failure of Buyer's Condition to Close.** If Buyer elects to terminate this Agreement for failure of a Buyer's Condition to Close, then: (i) this Agreement shall terminate and all rights Buyer may have had to purchase the Property shall automatically expire; (ii) Escrow Holder shall immediately return the Deposit and all accrued interest thereon to Buyer (without additional instruction from Seller); and (iii) Buyer and Seller will have no further obligation to each other related to the Property or this Agreement except as may have arisen from Buyer's exercise of its right of access under Section 8.1 and each of its subparts.

**16. BANKRUPTCY; INSOLVENCY.** In addition to any other grounds for default under this Agreement, the existence of any of the following shall constitute a material default under this Agreement. It shall be a material default by a Party if: (a) that Party shall voluntarily be adjudicated as bankrupt or insolvent; (b) that Party shall seek, consent to or not contest the appointment of a receiver or trustee for itself or for all or any part of its property; (c) that Party shall file a petition seeking relief under the bankruptcy, arrangement, reorganization or other debtor relief laws of the United States, any state or any other competent jurisdiction; (d) that Party shall make a general assignment for the benefit of its creditors; (e) a petition is filed against that Party seeking relief under the bankruptcy, arrangement, reorganization or other debtor relief laws of the United States, any state or any other competent jurisdiction, and such petition is not dismissed within sixty (60) days immediately following the date of such filing; or (f) a court of competent jurisdiction enters an order, judgment or decree appointing, without that Party's consent, a receiver or trustee for that Party, or for all or any part of that Party's property; and such petition, order, judgment or decree is not discharged or stayed within sixty (60) days immediately following its entry.

**17. MISCELLANEOUS.**

**17.1 Attorney's Fees.** If any Party employs counsel to enforce or interpret this Agreement, including the commencement of any legal proceeding whatsoever (including insolvency, bankruptcy, arbitration, mediation, declaratory relief or other litigation), the prevailing Party shall be entitled to recover its reasonable attorney's fees and court costs (including the service of process, filing fees, court and court reporter costs, investigative fees, expert witness fees, and the costs of any bonds, whether taxable or not), and shall include the right to recover such fees and costs incurred in any appeal and/or efforts to

collect or otherwise enforce any judgment in its favor in addition to any other remedy it may obtain or be awarded. Any judgment or final order issued in any legal proceeding shall include reimbursement for all such attorney's fees and costs.

**17.2 Interpretation.** This Agreement has been negotiated at arm's length and each Party has been represented or has had the opportunity to be represented by independent legal counsel in this transaction. Accordingly, each Party hereby waives any benefit under any rule of law or legal decisions that would require interpretation of any ambiguities in this Agreement against the Party drafting it.

**17.3 Counting of Days.** If a Party is required to complete the performance of an obligation under this Agreement by a date certain and such date is a Saturday, Sunday, or federal bank holiday (collectively, a "Nonbusiness Day"), then the date for the completion of such performance will be the next succeeding day that is not a Nonbusiness Day.

**17.4 Successors.** Except as provided to the contrary in this Agreement, this Agreement shall be binding on and inure to the benefit of the Parties and their successors and assigns.

**17.5 Governing Law and Arbitration.** This Agreement shall be construed and interpreted in accordance with the laws of the State of California. If requested by either Party, any action brought to interpret or enforce this Agreement shall be determined by final binding arbitration in accordance with the rules of the American Arbitration Association and the Federal Arbitration Act. During the pendency of the arbitration proceeding, each Party shall pay one-half of the cost thereof. Upon the conclusion of the arbitration proceeding, the losing Party shall pay all of the remaining unpaid costs of the proceeding and reimburse the prevailing Party for any such costs previously paid by the prevailing Party. Such reimbursement shall be included in any judgment or final order issued in the arbitration proceeding. Except as otherwise required by law, each Party shall exercise its best efforts to keep the arbitration proceeding and the testimony and evidence presented therein confidential.

**17.6 Integrated Agreement; Modifications.** This Agreement contains all the agreements of the Parties concerning the subject matter hereof and cannot be amended or modified except by a written instrument executed and delivered by the Parties. This Agreement upon full execution supersedes all prior oral and written agreements between the Parties. There are no representations, agreements, arrangements or understandings, either oral or written, between or among the Parties hereto relating to the subject matter of this Agreement that are not fully expressed herein. In addition, there are no representations, agreements, arrangements or understandings, either oral or written, between or among the Parties upon which any Party is relying in entering this Agreement that are not fully expressed herein.

**17.7 Severability.** If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provision or part thereof shall be stricken from this Agreement, and any such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Section, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is in keeping with the intent of the Parties as expressed herein.

**17.8 Notices.** Any delivery of this Agreement, notice, modification of this Agreement, collateral or additional agreement, demand, disclosure, request, consent, approval, waiver, declaration or other communication that either Party desires or is required to give to the other Party or any other person shall be in writing. Any such communication may be served personally, transmitted by facsimile, email (provided that any notice submitted by email shall be confirmed by delivery sent within one (1) business day thereafter of a copy of such notice by another method of delivery under this Section 17.8), nationally recognized overnight delivery service (e.g., Federal Express), or sent by prepaid, first class mail, return receipt requested to the Party's address as set forth below:

To Seller: City of Dinuba  
Attn: Luis Patlan  
405 East El Monte Way  
Dinuba, CA 93618  
Fax: (559) 591-4246  
Phone: (559) 591-5900  
Email: lpatlan@dinuba.ca.gov

To Buyer: Woodside 06N, LP  
Attn: Matt Smith  
9 River Park Place East, Suite 430  
Fresno, CA 93720  
Fax: (559) 437-5006  
Phone: (559) 437-9000  
Email: matts@woodsidehomes.com

With copy to: Woodside Group, LLC  
Attn: Wayne Farnsworth  
460 West 50 North, Suite 205  
Salt Lake City, UT 84101  
Fax: (801) 413-1761  
Phone: (801) 869-3950  
Email: waynef@woodside-homes.com

To Escrow Holder: First American Title Company  
Attn: Darlene Van Hoose  
7010 North Palm Avenue  
Fresno, CA 93650  
Fax: (866) 531-9963  
Phone: (559) 230-8348  
Email: dvanhoose@firstam.com

Any such communication shall be deemed effective upon personal delivery, confirmed receipt of notice transmitted by facsimile during regular business hours, two (2) days after transmitting the notice by a nationally recognized overnight delivery service, or three (3) days after mailing in accordance with this Section. Any notice or document sent by email shall be deemed delivered on the date of transmission provided that (a) such e-mail is delivered by 5:00 p.m. California time and (b) a copy of such notice or document is sent by another method of delivery under this Section 17.8 within one (1) business day after transmission. Any Party may change its address by notice to the other Party. Each Party shall make an ordinary, good faith effort to ensure that it will accept or receive notices that are given in accordance with this Section, and that any person to be given notice actually receives such notice.

**17.9 Time.** Time is of the essence to the performance of each and every obligation under this Agreement.

**17.10 Notice of Default.** With the exception of the timely deposit of funds by Buyer as required under the terms of this Agreement, no Party shall be in default under this Agreement unless written notice of the alleged default is provided to the defaulting Party by the non-defaulting Party, which shall provide the defaulting Party five (5) days from receipt of such notice to cure the alleged default. If said default cannot be cured within five (5) days, the defaulting Party shall be granted such time as is commercially reasonable to cure said default so long as commercially reasonable efforts to cure the alleged default are commenced within five (5) days after receipt of the notice and thereafter diligently pursued to completion.

**17.11 Reasonable Consent and Approval.** Except as otherwise provided in this Agreement, whenever a Party is required or permitted to give its consent or approval under this Agreement, such consent or approval shall not be unreasonably withheld, conditioned, or delayed.

**17.12 Further Assurances.** The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement.

**17.13 Waivers.** Any waiver by any Party shall be in writing and shall not be construed as a continuing waiver. No waiver will be implied from any delay or failure to take action on account of any default by any Party. Consent by any Party to any act or omission by another Party shall not be construed as consent to any other subsequent act or omission or to waive the requirement for consent to be obtained in any future or other instance.

**17.14 Signatures/Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes of this Agreement, facsimiles or scans sent by email in accordance with Section 17.8 shall be considered originals. Any one of such completely executed counterparts shall be sufficient proof of this Agreement.

**17.15 Joint and Several Liability.** To the extent any Party consists of more than one person, each constituent person of such Party shall be jointly and severally liable for the performance or satisfaction of such Party's obligations under this Agreement.

**17.16 Date and Delivery of Agreement.** Notwithstanding anything to the contrary contained in this Agreement, the Parties intend that this Agreement shall be deemed effective, and delivered for all purposes under this Agreement, and for the calculation of any statutory time periods based on the date this Agreement between the Parties is fully executed by all the Parties hereto (the "Effective Date").

**17.17 Representations on Authority of Parties.** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized, and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

**17.18 Not an Offer.** Delivery of unsigned copies of this Agreement is solely for the purpose of review by the Party to whom it is delivered, and neither such delivery nor any prior communications between the Parties, whether oral or written, shall in any way be construed as any offer by that Party, nor in any way imply that the Party is under any obligation to enter the transaction which is the subject of this Agreement. The signing of this Agreement by Buyer constitutes an offer which shall not be deemed accepted by Seller unless and until Seller has signed this Agreement and delivered a duplicate original to Buyer.

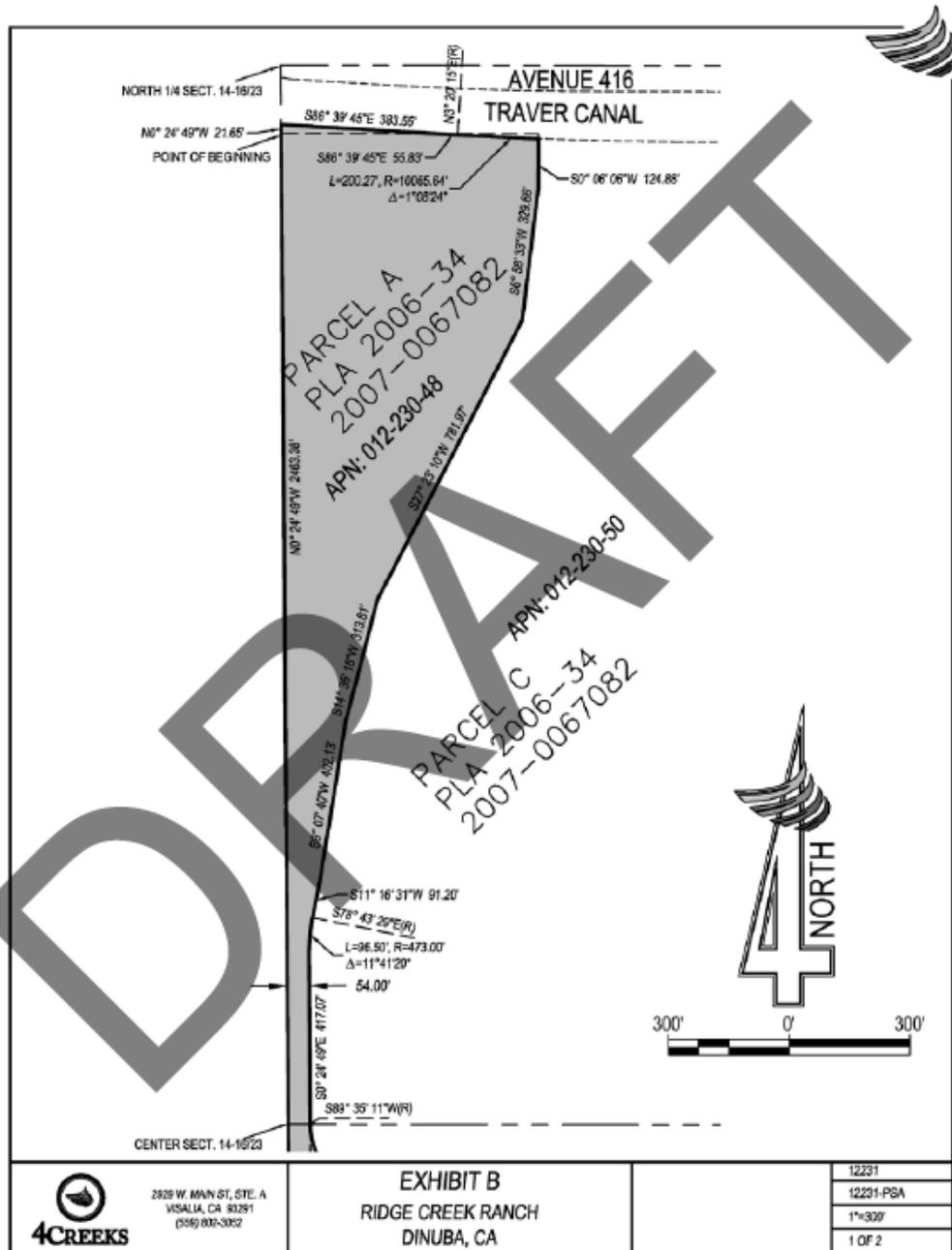
**17.19 IRC Section 1031 Tax Deferred Exchange.** The Parties agree that if either Party is able to secure a tax benefit through a 1031 Tax Deferred Exchange, the Parties shall reasonably cooperate in order to complete the requirements of such an exchange, provided that neither of the Parties are delayed in the Close of Escrow, additional expense incurred, otherwise adversely affected thereby, and provided Buyer is not required to take title to any other real property. All fees and costs due to any accommodator or facilitator are to be paid by the Party requesting the exchange. The Party requesting such an exchange shall be solely responsible for ensuring that this Agreement remains in full force and effect, and that the Party consenting to the interim transfer is not adversely affected thereby, and for the legal sufficiency of the tax deferred exchange.

*[Remainder of page intentionally left blank.]*

**IN WITNESS WHEREOF**, this Agreement is executed to be effective as of the Effective Date.

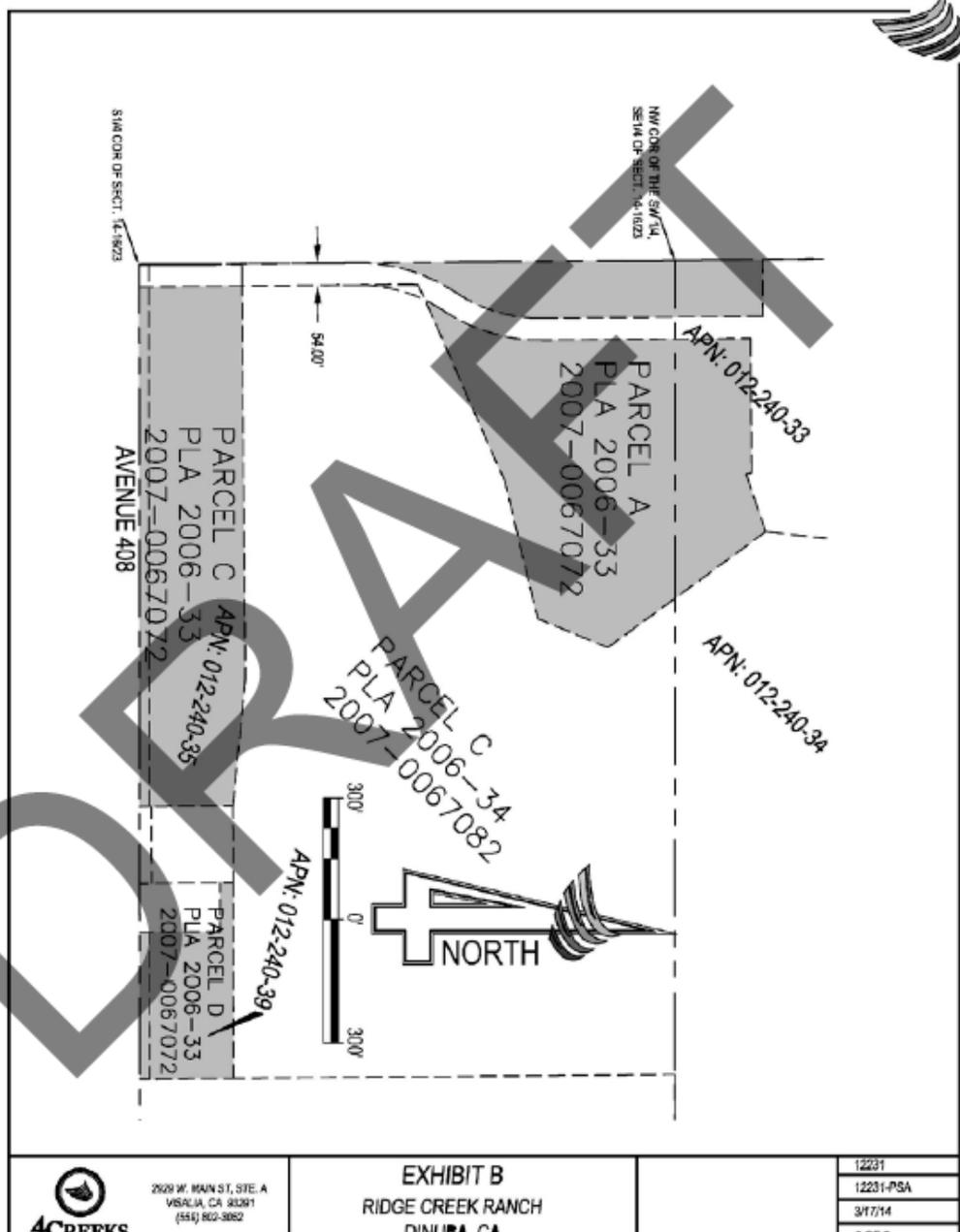
<i>BUYER</i>	<i>SELLER</i>
<b>WOODSIDE 06N, LP,</b> a California limited partnership	<b>CITY OF DINUBA,</b> a California municipal corporation
By: WDS GP, Inc., a California corporation	By: _____ Luis Patlan
Its: General Partner	Its: City Manager
By: _____ Chris Williams	Date: _____
Its: Vice President	<b>Approved As To Form:</b>
Date: _____	By: _____
	Name: _____
	Its: _____
	Date: _____

**EXHIBIT 1-A**  
**DEPICTION OF THE PHASE 1 PROPERTY**





**EXHIBIT 1-B**  
**DEPICTION OF THE PHASE 2 PROPERTY**



**EXHIBIT 2-A**  
**LEGAL DESCRIPTION OF THE PHASE 1 PROPERTY**

**EXHIBIT A**

Ridge Creek Ranch-PSA

Portions of Parcel A and C of Correctory Resolution No. 871 of Lot Line Adjustment No. 2006-33, recorded July 23, 2007, as Document No. 2007-0067072, of Tulare County Records and Parcel A and C of Correctory Resolution No. 875 of Lot Line Adjustment No. 2006-34, recorded July 23, 2007, as Document No. 2007-0067082, of Tulare County Records, located in Section 14, Township 16 South, Range 23 East, Mount Diablo Base and Meridian, in the City of Dinuba, County of Tulare, State of California, described as follows:

Beginning at the Northwest corner of said Parcel A of Lot Line Adjustment No. 2006-34;

Thence North 00°24'49" West along the West line of said Parcel C of Lot Line Adjustment No. 2006-34, a distance of 21.65 feet, to the South right of way line of the Traver Canal;

Thence South 86°39'45" East along said South right of way line, 383.56 feet, to the North line of said Parcel A (of LLA 2006-34);

Thence continuing South 86°39'45" East along said South right of way line, 55.83 feet;

Thence easterly 200.27 feet along a curve, concave to the North, with a radius of 10065.64 feet, and a central angle of 1°08'24", to the East line of said Parcel A (of LLA 2006-34);

Thence along the East line of said Parcel A (of LLA 2006-34) the following courses:

- South 00°06'06" West, 124.88 feet;
- South 06°58'33" West, 329.66 feet;
- South 27°23'10" West, 781.97 feet;
- South 14°35'18" West, 313.81 feet;
- South 09°07'40" West, 402.13 feet;
- South 11°16'31" West, 91.20 feet;
- southerly 96.50 feet along a curve, concave to the East, with a radius of 473.00 feet, and a central angle of 11°41'20", to a line parallel with and 54.00 feet East of the West line of the Northeast quarter of said Section 14;
- South 00°24'45" East, along said parallel line, 417.07 feet;

Thence southerly departing from said East line of Parcel A, 146.62 feet along a curve, concave to the East, with a radius of 173.00 feet, and a central angle of 48°33'34", to the East line of said Parcel A of Lot Line Adjustment 2006-33;

Thence along the East line of said Parcel A (of LLA 2006-33) the following courses:

- South 52°47'21" East, 129.36 feet;
- South 81°37'08" East, 882.42 feet;

South 67°32'06" East, 212.06 feet;  
South 01°01'27" East, 147.19 feet;  
South 67°43'47" West, 503.66 feet;  
South 47°05'09" West, 96.04 feet;  
South 25°04'19" West, 122.70 feet;  
South 06°20'08" West, 165.02 feet;

Thence, South 71°26'41" West departing from said East line, 149.70 feet;

Thence northerly, 8.43 feet along a non-tangent curve, concave to the Southwest, with a radius of 50.00 feet, a central angle of 09°39'23", and a beginning radial of North 82°10'53" East;

Thence northerly, 5.74 feet along a reverse curve, concave to the Northeast, with a radius of 444.00 feet, and a central angle of 00°44'27";

Thence, South 89°29'44" West, 332.03, to a line parallel with and 194.30 feet East of the West line of Southwest quarter of the Southeast quarter of said Section 14;

Thence, South 00°30'16" East along said parallel line, 514.33 feet;

Thence southerly, 256.74 feet along a curve, concave to the Northwest, with a radius of 427.00 feet, and a central angle of 34°26'58";

Thence continuing southerly, 224.27 feet along a reverse curve, concave to the Southeast, with a radius of 373.00 feet, and a central angle of 34°26'58", to said East line of Parcel A (of LLA 2006-33) and a line parallel with and 54.00 feet East of the West line of said Southwest quarter of the Southeast quarter of Section 14, and the said East line of Parcel A (of LLA 2006-33);

Thence, South 00°30'16" East along said parallel and East line, 537.83 feet to the South line of said Southwest quarter;

Thence, South 89°55'57" West along said South line, 54.00 feet to the South quarter corner of said Section 14;

Thence, North 00°30'16" West along the West line of said Southwest quarter of the southeast quarter of Section 14, a distance of 537.42 feet;

Thence northerly, 256.74 feet along a curve, concave to the Southeast, with a radius of 427.00 feet, and a central angle of 34°26'58";

Thence continuing northerly, 224.27 feet along a reverse curve, concave to the Northwest, with a radius of 373.00 feet, and a central angle of 34°26'58", to a line parallel with and 140.30 feet East of the West line of said Southwest quarter of the Southeast quarter of Section 14;

Thence, North 00°30'16" West along said parallel line, 544.62 feet;

Thence, South 89°29'44" West, 140.25 feet to the West line of the Northwest quarter of said Southeast quarter of Section 14;

Thence, North 00°29'24" West along said West line, 1103.89 feet to the Center of said Section 14 and the Northwest corner of said Parcel A (of LLA 2006-33);

Thence, North 00°24'49" West along the West line of said Northeast quarter of Section 14 and the West line of said Parcel A (of LLA 2006-34) , 2463.38 feet to the Northwest corners of said Parcel A and the Point of Beginning.

(Containing 37.90 acres more or less)



**EXHIBIT 2-B**  
**LEGAL DESCRIPTION OF THE PHASE 2 PROPERTY**

**EXHIBIT A**

Ridge Creek Ranch-PSA Phase 2

Parcels A, C and D of Correctory Resolution No. 871 of Lot Line Adjustment No. 2006-33, recorded July 23, 2007, as Document No. 2007-0067072, of Tulare County Records, located in Section 14, Township 16 South, Range 23 East, Mount Diablo Base and Meridian, in the City of Dinuba, County of Tulare, State of California, **EXCEPTING THEREFROM** that portion described as follows:

Beginning at the Northwest corner of Parcel A of Lot Line Adjustment No. 2006-34, recorded July 23, 2007 as Document No. 2007-0067082, Tulare County Records;

Thence North 00°24'49" West along the West line of Parcel C of said Lot Line Adjustment No. 2006-34, a distance of 21.65 feet, to the South right of way line of the Traver Canal;

Thence South 86°39'45" East along said South right of way line, 383.55 feet, to the North line of said Parcel A (of LLA 2006-34);

Thence continuing South 86°39'45" East along said South right of way line, 55.83 feet;

Thence easterly 200.27 feet along a curve, concave to the North, with a radius of 10665.64 feet, and a central angle of 1°08'24", to the East line of said Parcel A (of LLA 2006-34);

Thence along the East line of said Parcel A (of LLA 2006-34) the following courses:

South 00°06'06" West, 124.88 feet;

South 06°58'33" West, 329.66 feet;

South 27°23'10" West, 781.97 feet;

South 14°35'18" West, 313.81 feet;

South 09°07'40" West, 402.13 feet;

South 11°16'31" West, 91.20 feet;

southerly 96.50 feet along a curve, concave to the East, with a radius of 473.00 feet, and a central angle of 11°41'20", to a line parallel with and 54.00 feet East of the West line of the Northeast quarter of said Section 14;

South 00°24'49" East, along said parallel line, 417.07 feet;

Thence southerly departing from said East line of Parcel A, 146.62 feet along a curve, concave to the East, with a radius of 473.00 feet, and a central angle of 48°33'34", to the East line of said Parcel A of Lot Line Adjustment 2006-33;

Thence along the East line of said Parcel A (of LLA 2006-33) the following courses:

South 52°47'21" East, 129.36 feet;

South 81°37'08" East, 882.42 feet;

South 67°32'06" East, 212.06 feet;

South 01°01'27" East, 147.19 feet;

South 67°43'47" West, 503.66 feet;

South 47°05'09" West, 96.04 feet;

South 25°04'19" West, 122.70 feet;

South 06°20'08" West, 165.02 feet;

Thence, South 71°26'41" West departing from said East line, 149.70 feet;

Thence northerly, 8.43 feet along a non-tangent curve, concave to the Southwest, with a radius of 50.00 feet, a central angle of 09°39'23", and a beginning radial of North 82°10'53" East;

Thence northerly, 5.74 feet along a reverse curve, concave to the Northeast, with a radius of 444.00 feet, and a central angle of 00°44'27";  
Thence, South 89°29'44" West, 332.03, to a line parallel with and 194.30 feet East of the West line of Southwest quarter of the Southeast quarter of said Section 14;  
Thence, South 00°30'16" East along said parallel line, 514.33 feet;  
Thence southerly, 256.74 feet along a curve, concave to the Northwest, with a radius of 427.00 feet, and a central angle of 34°26'58";  
Thence continuing southerly, 224.27 feet along a reverse curve, concave to the Southeast, with a radius of 373.00 feet, and a central angle of 34°26'58", to said East line of Parcel A (of LLA 2006-33) and a line parallel with and 54.00 feet East of the West line of said Southwest quarter of the Southeast quarter of Section 14, and the said East line of Parcel A (of LLA 2006-33);  
Thence, South 00°30'16" East along said parallel and East line, 537.83 feet to the South line of said Southwest quarter;  
Thence, South 89°55'57" West along said South line, 54.00 feet to the South quarter corner of said Section 14;  
Thence, North 00°30'16" West along the West line of said Southwest quarter of the southeast quarter of Section 14, a distance of 537.42 feet;  
Thence northerly, 256.74 feet along a curve, concave to the Southeast, with a radius of 427.00 feet, and a central angle of 34°26'58"; Thence continuing northerly, 224.27 feet along a reverse curve, concave to the Northwest, with a radius of 373.00 feet, and a central angle of 34°26'58", to a line parallel with and 140.30 feet East of the West line of said Southwest quarter of the Southeast quarter of Section 14;  
Thence, North 00°30'16" West along said parallel line, 544.62 feet;  
Thence, South 89°29'44" West, 140.25 feet to the West line of the Northwest quarter of said Southeast quarter of Section 14;  
Thence, North 00°29'24" West along said West line, 1103.69 feet to the Center of said Section 14 and the Northwest corner of said Parcel A (of LLA 2006-33);  
Thence, North 00°24'49" West along the West line of said Northeast quarter of Section 14 and the West line of said Parcel A (of LLA 2006-34), 2463.38 feet to the Northwest corners of said Parcel A and the Point of Beginning.

**ALSO EXCEPTING THERFROM**, The West 120.00 feet of the South 198.00 feet of that parcel of land, shown as Parcel D of Lot Line Adjustment 2006-33, per the Correctory Resolution No. 871, recorded July 23, 2007 as Instrument No. 2007-0067072, of Tulare County Records, located in the West half of the Southeast quarter of the Southeast quarter of Section 14, Township 16 South, Range 23 East, Mount Diablo Base and Meridian, in the City of Dinuba, County of Tulare, State of California, described as follows:

Beginning at the Southeast corner of said West half;  
Thence, North 89°31'29" West, along the South line of said West half, a distance of 478.18 feet to the east line of Parcel 2 of Parcel Map No. 445, recorded in Book 5 of Parcel Maps, at Page 45, Tulare County Records;  
Thence, North 00°03'13" East, along said East line, a distance of 230.01 feet to the Northeast corner of said Parcel 2;  
Thence, South 89°31'29" East, along the Easterly prolongation of the North line of said Parcel 2, said line being parallel with and distance 230.00 feet North of the South line of the Southeast quarter of said Section 14, a distance of 478.22 feet to a point on the East line of said West half;  
Thence, South 00°03'53" West, along said East line, a distance of 230.01 feet to the Point of Beginning.



**EXHIBIT 3**  
**ASSIGNMENT TO BUYER OF ENTITLEMENTS**

Reference is hereby made to (a) that certain real property located in Tulare County, California, and described in more detail as the "Property" in that certain PURCHASE AGREEMENT and JOINT ESCROW INSTRUCTIONS (the "Agreement") between Seller and Buyer (as such parties are defined below) dated as of March \_\_\_\_, 2016, (b) to the improvements located respectively thereon and (c) to the rights, privileges and entitlements respectively incident thereto.

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Seller"), does hereby, give, grant, bargain, sell, transfer, assign, convey and deliver to WOODSIDE 06N, LP, a California limited partnership ("Buyer"), all of Seller's right, title and interest in all assets, rights, materials and/or claims used, owned or held solely in connection with the use, management, development or enjoyment of the Property including, without limitation: (i) the tentative map and final map and all entitlements, subdivision agreements and other agreements relating solely to the development of the Property; (ii) all plans, specifications, maps, drawings and other renderings relating solely to the Property; (iii) all warranties, claims and any similar rights relating solely to and benefiting the Property or the assets transferred hereby; (iv) all development rights solely benefiting the Property; (v) all rights, claims or awards solely benefiting the Property; (vi) all personal property located on or about the Property and (vii) all rights to receive a reimbursement, credit or refund from the applicable agency or entity of any deposits or fees paid in connection with the development of the Property except as provided otherwise in the Agreement (collectively, the "Assigned Rights").

Seller represents that to the best of its actual knowledge, without investigation, it is not aware of any material defaults under the Assigned Rights, and that all rights related to the Property are hereby assigned to Buyer. No rights in or under the Assigned Rights have been assigned or transferred to any other person or entity other than as set forth in this assignment. To the best of Seller's actual knowledge, Seller has not done any act or omitted to do any act, nor will do or omit to do any act, which might prevent Buyer from, or limit Buyer in, realizing any of the benefits of the Assigned Rights. Seller is not prohibited under any agreement with any other person or any judgment or decree from executing and delivering this assignment.

Seller hereby covenants that it will, at any time and from time to time upon written request therefore, execute and deliver to Buyer, its nominees, successor and/or permitted assigns, any new or confirmatory instructions and do and perform any other acts which Buyer, its nominees, successors and/or assigns, may reasonably request in order to fully transfer possession and control of, and protect the rights of Buyer, its nominees, successors and/or assigns in, all the assets of Seller intended to be transferred and assigned hereby.

This \_\_\_\_ day of \_\_\_\_\_, 2016

SELLER:

City of Dinuba,  
a California municipal corporation

By: \_\_\_\_\_  
Luis Patlan, City Manager