



**Dinuba City Council & The Successor Agency
To The Dinuba Redevelopment Agency
Joint Meeting Agenda**

Tuesday, June 27, 2017 / 6:30 PM / City Hall / 405 East El Monte Way, Dinuba

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

All attendees are advised that electronic devices must be powered off upon entering the Council Chambers.

1. OPENING CEREMONIES

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

2. AGENDA CHANGES OR DELETIONS

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

3. PRESENTATIONS/CEREMONIAL MATTERS

- 3.1. Introduction of New Dinuba Girl Scouts Troop (SH)

4. REQUEST TO ADDRESS COUNCIL

This portion of the meeting is reserved for any person who would like to address the Council on any item that is not on the agenda. Please be advised that State law does not allow the City Council to discuss or take any action on any issue not on the agenda. The City Council may direct staff to follow up on such item(s). Speakers 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.

5. CONSENT CALENDAR

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

5.1. SUBJECT

Approval of City Council Meeting Minutes, June 13, 2017 (LB)

RECOMMENDATION

Council consider and approve draft meeting minutes of June 13, 2017 as presented.

5.2. SUBJECT

Award Professional Service Contract to TJKM for the Alta Avenue / West El Monte Way Signal Synchronization Project (EP)

RECOMMENDATION

Council award a professional services contract to TJKM for the design of the Alta Avenue/West El Monte Way Signal Synchronization Project in the amount of \$90,289.84 and authorize the City Manager or designee to execute the agreement.

5.3. SUBJECT

Request for Excused Absence from Mayor Scott Harness (LB)

RECOMMENDATION

Council excuse the absence of Mayor Harness at the Council meeting held on June 13, 2017.

5.4. SUBJECT

Extension of Consultant Services Contract with Townsend Public Affairs, Inc. for Legislative Advocacy and Grant Writing Services (DJ)

RECOMMENDATION

Council approve a one-year extension of the consultant services contract with Townsend Public Affairs, Inc. from July 1, 2017 through June 30, 2018 and authorize the City Manager or designee to execute the extension.

5.5. SUBJECT

Resolution No. 2017-33 Approving FY 17/18 Measure R Program Supplement for the Dinuba Connection Transit Route (BB)

RECOMMENDATION

Council adopt Resolution No. 2017-33 approving the Measure R Program Supplement with the Tulare County Association of Governments (TCAG) for the Dinuba Connection Transit Route and authorizing the City Manager or designee to execute the agreement.

5.6. SUBJECT

Renewal of Fresno County Rural Transit (FCRTA) Agreement for FY 17-18 (BB)

RECOMMENDATION

Council approve the renewal of the Agreement with the Fresno County Rural Transit Agency (FCRTA) to fund a portion of the Dinuba Connection Transit

Route in the amount of \$66,678.

5.7. SUBJECT

Full Gospel Revival Center 50th Anniversary Event

RECOMMENDATION

Council approve the use of Rose Ann Vuich Park by Full Gospel Revival Center on July 22, 2017 for their 50th year anniversary event, waiving the park rental and electricity fees in the amount of \$242.00.

5.8. SUBJECT

Successor Agency to the Dinuba Redevelopment Agency to Accept Transfer of Title for Real Property at 250 South L Street (LP)

RECOMMENDATION

Successor Agency to accept the buyer's Deed in Lieu of Foreclosure conveying the transfer of title of real property located at 250 S. L St. (APN: 017-141-015), and authorize the City Manager to sign and execute all documentation associated with the transfer of title.

5.9. SUBJECT

Appointment of Daniel James to the Dinuba Succesor Agency Oversight Board (LP)

RECOMMENDATION

Council appoint Daniel James to serve on the Dinuba Successor Agency Oversight Board representing employees of the former Dinuba Redevelopment Agency.

5.10. SUBJECT

Award Bid for Clean-up of Maya Theatre Debris (BB)

RECOMMENDATION

Council award the demolition, clean-up and disposal work of the Maya Theatre debris to David Knott Incorporated (DKI) in the amount of \$43,675.00.

5.11. SUBJECT

Facility Lease Agreement with Tulare County Office of Educaiton (SH)

RECOMMENDATION

Council to approve a three-year facility lease agreement with the Tulare County Office of Education for use of space at the Community Center located at 1390 E. Elizabeth Way for its Home Base Program and authorize the City Manager or designee to execute the agreement.

6. WARRANT REGISTER

6.1. SUBJECT

Approval of Warrant Register for June 16 & 23, 2017 (MM)

RECOMMENDATION

Council approve warrant register as presented.

7. PUBLIC HEARING

7.1. SUBJECT

Ordinance 2017-06 - Adoption of 2016 Edition of the California Building Standards Code, Title 24 (BB)

RECOMMENDATION

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

1. Adopt Ordinance No. 2017-06 amending and creating Dinuba Municipal Code Chapters 14.04, 14.06, 14.08, 14.12, 14.20, 14.28, 14.32, 14.36, 14.40, 14.45, 14.48, and 14.49 consistent with the 2016 Edition of the California Building Standards Codes.

8. DEPARTMENT REPORTS

8.1. SUBJECT

Selection of Nominee to Serve as the Transit Representative on the Tulare County Association of Governments Board (LP)

RECOMMENDATION

Council to consider and select a nominee to serve on the Tulare County Association of Governments (TCAG) as the Transit Representative to serve a three-year term.

8.2. SUBJECT

Resolution No. 2017-32 Accepting 2017 Engineering and Traffic Survey and Adopting Proposed Speed Limits (RY)

RECOMMENDATION

Council adopt Resolution No. 2017-32 approving the traffic speed limits recommended in the 2017 Engineering and Traffic Survey.

8.3. SUBJECT

Second Year Report on Strategic Goals for 2015-2018

RECOMMENDATION

Council receive Second Year Report on Strategic Goals for 2015-2018 and provide direction to staff as necessary.

9. MAYOR/COUNCIL REPORTS

10. CITY MANAGER COMMUNICATIONS

11. CITY STAFF COMMUNICATIONS

12. CLOSED SESSION

12.1. Conference With Legal Counsel - Potential Litigation (NJ)

City Council to decide whether to initiate litigation; GC Section 54956(d)(4); One (1) matter.

12.2. Conference With Real Property Negotiators (LP)

Pursuant to GC Section 54956.8, Sale of Real Property

Property Location: APN 017-280-002; 020

Agency Negotiators: Luis Patlan and Daniel James

Negotiating Parties: City of Dinuba and Coleman & Horowitz, LLP

Under Negotiation: Price and Terms

12.3. Public Employee Performance Evaluation Pursuant to GC Section 54957, Title: City Manager

The City Council will conduct the City Manager's annual performance evaluation.

13. ADJOURNMENT

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

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

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



City Council Staff Report

Department: PARKS AND COMMUNITY
SERVICES

June 27, 2017

To: Mayor and City Council

From: Stephanie Hurtado, Interim Community Services Manager

Subject: Introduction of New Dinuba Girl Scouts Troop (SH)

RECOMMENDATION

EXECUTIVE SUMMARY

Introduction to the new Girl Scouts Group in Dinuba.

OUTSTANDING ISSUES

DISCUSSION

FISCAL IMPACT

PUBLIC HEARING



City Council Staff Report

Department: CITY MANAGER'S OFFICE

June 27, 2017

To: Mayor and City Council

From: Linda Barkley, Deputy City Clerk

Subject: Approval of City Council Meeting Minutes, June 13, 2017 (LB)

RECOMMENDATION

Council consider and approve draft meeting minutes of June 13, 2017 as presented.

EXECUTIVE SUMMARY

None.

OUTSTANDING ISSUES

None.

DISCUSSION

None.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.

ATTACHMENTS:

City Council Draft Meeting Minutes, June 13, 2017



**June 13, 2017
MINUTES**

COUNCIL MEMBERS PRESENT:

Reynosa, Launer, Thusu, Morales

COUNCIL MEMBERS ABSENT:

Harness

STAFF MEMBERS PRESENT:

Barkley, Beltran, Hurtado, James, Jenner, Moreno, Patlan, Popovich, Solis, Thompson, Yamabe

1. CLOSED SESSION - 6:00 pm

1.1. Conference With Legal Counsel - Potential Litigation (NJ)

City Council to decide whether to initiate litigation; GC section 54956(d)(4); One (1) matter.

The closed session adjourned at 6:30 pm. No action was taken.

2. OPENING CEREMONIES - 6:30 pm

2.1. Welcome and Call to Order

Mayor Harness called the meeting to order at 6:34 pm.

2.2. Invocation

The invocation was led by Chaplain Susee.

2.3. Pledge of Allegiance

The flag salute was led by Agustin Gonzalez.

3. AGENDA CHANGES OR DELETIONS

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

City Manager Patlan requested that item 8.3. be moved to the Council agenda of June 27, 2017.

4. REQUEST TO ADDRESS COUNCIL

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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.

Pastor Jiles Arnold requested that the City Council waive park use fees for an event the Full Gospel Revival Center is planning to celebrate their 50th anniversary. The event will include food and a car show. The City Council referred Pastor Arnold to work with staff on his request.

Jackson Moore, class member of the Leadership Northern Tulare County class was present to give a brief report on the community Cinco de Mayo event the class coordinated. He reported the event grossed \$69,000 overall with a \$37,000 net. Moore reported the class was able to orchestrate the Cinco de Mayo event with only 3 class members this year but Moore reported the event was successful due to the help by the Chamber of Commerce and city staff.

5. CONSENT CALENDAR

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5.1. SUBJECT

Amendment to Non-Custody Intake Program Agreement with Tulare County Probation for FY 2016-17 (DP)

RECOMMENDATION

Council approve the Amendment to Non-Custody Intake Program with Tulare County Probation for fiscal year 2017-18 and authorize the City Manager or designee to execute the agreement.

5.2. SUBJECT

Annual Agreement Between the City of Dinuba and the Dinuba Unified School District for the School Resource Officer for FY 2017-18 (DP)

RECOMMENDATION

Council approve the School Resource Officer (SRO) Agreement with the Dinuba Unified School District for the 2017-18 school year and authorize the City Manager or designee to execute the agreement.

5.3. SUBJECT

Resolution No. 2017-29 Authorizing Application for Environmental Enhancement and Mitigation Program Grant (DJ)

RECOMMENDATION

Council adopt Resolution No. 2017-29 authorizing staff to apply for the 2017 Environmental Enhancement and Mitigation Program (EEMP) Grant in the amount of \$500,000, for the installation of landscape in medians on S. Alta Ave. and W. El Monte Way.

5.4. SUBJECT

Request for Excused Absence from Council Member Morales (LB)

RECOMMENDATION

Council excuse the absence of Council Member Morales at the Council meeting held on May 9, 2017.

5.5. SUBJECT

Authorization to Purchase New Transit Bus (BB)

RECOMMENDATION

Council authorize the purchase of a new CNG Ford E-450 transit bus using Federal Transportation Administration (FTA) Grant Funds in the amount of \$119,707.

5.6. SUBJECT

Authorization to Purchase Recycling Containers with Grant Funds (BB)

RECOMMENDATION

Council authorize the purchase of recycling containers from various vendors totaling \$58,999 using funds from the 2016-2017 Beverage Container Recycling Grant Program.

5.7. SUBJECT

Resolution No. 2017-30 Authorizing Submittal of Annual Request for Regional Surface Transportation Program (RSTP) Funds for FY 16-17 (BB)

RECOMMENDATION

Council adopt Resolution No. 2017-30 authorizing the Public Works Director to submit a request for annual Regional Surface Transportation Program (RSTP) funds for Fiscal Year 2016-2017 in the estimated amount of \$250,302.

5.8. SUBJECT

Notice of Completion for the Hayes Avenue Widening Project (RY)

RECOMMENDATION

Council to accept the Hayes Avenue Widening Project as complete and authorize the City Engineer to file a Notice of Completion with the County Clerk Recorder's Office.

5.9. SUBJECT

Action of Planning Commission – Meeting of June 6, 2017 (BB)

RECOMMENDATION

For informational purposes only. No action required.

5.10. SUBJECT

Resolution No. 2017-24 Approving Salary Schedules for the Period of July 1, 2013 through June 30, 2018 to Comply with CalPERS Regulations and Audit Findings (MA)

RECOMMENDATION

Council adopt Resolution No. 2017-24 approving salary schedules for the period of July 1, 2013 through June 30, 2018 to comply with CalPERS regulations and audit findings.

5.11. SUBJECT

Approval of City Council Meeting Minutes, May 23, 2017

RECOMMENDATION

Council consider and approve draft meeting minutes of May 23, 2017 as presented.

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

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

6. WARRANT REGISTER

6.1. SUBJECT

Approval of Warrant Register for May 26; June 2 & 9, 2017 (MM)

RECOMMENDATION

Council approve the warrant register as presented.

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

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

7. PUBLIC HEARING

7.1. SUBJECT

Urgency Ordinance No. 2017-05 Amending Chapters 1.18 and 5.34 of the Municipal Code in Regard to Fireworks (CT)

RECOMMENDATION

Council conduct a public hearing and following the hearing, introduce the Ordinance, read the title into the record, waive reading in full, and adopt Urgency Ordinance No. 2017-15 amending Chapters 5.34 and 1.18 of the Dinuba Municipal Code relating to the sales, storage and use of fireworks within the City of Dinuba.

Chief Thompson presented an urgency ordinance concerning the use of illegal fireworks. Thompson reported the proposed ordinance changes the fines and adds definitions for response costs and violator fine responsibilities. The ordinance is intended to help safety staff control illegal use of fireworks throughout the city during the period fireworks are displayed. If adopted, the ordinance will take immediate effect.

Council Member Morales asked a clarifying question in regard to landlord accountability of tenants who violate the ordinance.

Chief Thompson clarified the responsibility of the property owner in the case of a non-responsive tenant who violates the ordinance.

Vice Mayor Thusu opened the public hearing to gather public testimony in regard to the proposed ordinance.

Robert Cervantes opposed the proposed ordinance.

No other comments were brought forward so Vice Mayor Thusu closed the hearing.

Chief Thompson clarified that the annual city aerial fireworks show is conducted by a licensed pyrotechnic company.

A motion was made by Council Member Reynosa, second by Council Member Launer, to adopt the urgency

Ayes: Launer, Morales, Reynosa, Thusu

Absent: Harness

7.2. SUBJECT

Public Hearing for the Annual Levy of Landscaping and Lighting Districts Annual Assessments for Fiscal Year 2017/18 (MM)

RECOMMENDATION

Council to conduct a public hearing to receive public testimony in regard to the proposed Fiscal Year 2017/18 assessments and following the hearing, take action to adopt Resolution No. 2017-27 ordering the levy and collection of assessments within the City's Landscaping and Lighting Assessment Districts for FY 2017/18.

Administrative Services Director Moreno introduced Kristin Harvey of NBS Consulting to present the special and general analysis concerning the City's Lighting and Landscaping Districts.

Harvey presented the information and Vice Mayor Thusu asked about the actual and maximum allowable rate. Harvey explained the process.

Vice Mayor opened the public hearing period but there being no public comments, he closed the hearing.

Vice Mayor Launer asked a clarifying question in regard to whether or not Council Members living in the assessment districts may vote on this matter concerning their district. Attorney Jenner said that everyone living within those districts are treated exactly alike and therefore the Council is allowed to vote on the matter without recusal.

A motion was made by Council Member Launer, second by Council Member Reynosa, to adopt Resolution No. 2017-27 ordering the levy and collection of assessments within the City's Landscaping and Lighting Assessment Districts for FY 2017/18.

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

7.3. SUBJECT

Resolution No. 2017-25 Adopting FY 2017/18 Operating Budget and Resolution 2017-26 Adopting the FY 2017/18 GANN Appropriations Limit (MM)

RECOMMENDATION

Council to conduct a public hearing and take the following actions by separate motions:

1. Adopt Resolution No. 2017-25 approving the Fiscal Year 2017/18 Operating Budget and adjustments to the Fiscal Year 2016/17 budget.
2. Adopt Resolution No. 2017-26 establishing the Appropriations (GANN) Limit for Fiscal Year 2017/18.

Administrative Services Director Moreno presented the proposed budget for fiscal year 2017/18 and the proposed 2017/18 Gann Appropriations Limit. Moreno requested the Council to adopt Resolution No. 2017-25 and Resolution No. 2017-26 approving the fiscal year 2017/18 City operating budget and the Gann Appropriations Limit.

A motion was made by Council Member Morales, second by Council Member Reynosa, to adopt Resolution No. 2017-25 approving the proposed Fiscal Year 2017/18 City Operating Budget and, adopt Resolution No. 2017-26 approving the Gann Appropriations Limit.

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

8. DEPARTMENT REPORTS

8.1. SUBJECT

Amendment No. 1 to Operating Agreement with BestBuy.com, LLC

RECOMMENDATION

Council approve the Amendment No. 1 to the Operating Agreement between the City of Dinuba and BestBuy.com, LLC and authorize the Mayor to execute the agreement.

City Manager Patlan presented the request to amend the Operating Agreement with BestBuy.com to secure and increase sales tax revenue from BestBuy.com internet sales. He explained the City recently entered into a long-term agreement with BestBuy.com. The agreement stabilized and increased revenues from BestBuy internet sales.

Patlan explained that the City was notified by the State Board of Equalization that the public safety tax revenue was overstated. The correction was made beginning with the 4th quarter of 2016. The City was overpaid \$1.9 million and has essentially lost \$1.5 million in Measure F tax funds. Staff approached BestBuy to see if they would consider deferment of their portion of internet sales tax revenue for a period of 5 years. The proposed amendment would defer sales tax up to \$5 million over a three-year period and the City would repay BestBuy over a seven-year period beginning in 2020. BestBuy is optimistic that additional operational changes could be made to increase sales tax revenue from internet sales in excess of \$7.3 million. If revenues equal or exceed that amount for two consecutive years, BestBuy proposes to split this amount with the City 50/50.

If approved, the amendment to the agreement would give the City a three-year transition period to absorb the loss of public safety tax revenue with the anticipated increase in BestBuy internet sales tax revenues.

A motion was made by Council Member Morales, second by Council Member Reynosa, to approve Amendment No. 1 to Operating Agreement with BestBuy.com, LLC.

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

8.2. SUBJECT

College Avenue Railroad Crossing Safety Improvements (RY)

RECOMMENDATION

Council approve the safety improvements proposed by the California Public Utilities Commission (CPUC) Rail Crossing Engineering Section for S. College Avenue/San Joaquin Valley Railroad (SJVR) crossing.

Engineer Yamabe thanked the Council for recently selecting Yamabe and Horn as the City's engineering consultant.

Engineer Yamabe presented information to the Council about the College Avenue railroad crossing safety improvements. Yamabe asked the Council to consider the safety improvements proposed by the PUC for the San Joaquin Valley railroad crossing at Kamm Avenue. Yamabe shared pictures of the location and conceptual drawings. The improvements will be funded federally and the project will take approximately one year to complete.

A motion was made by Council Member Morales, second by Council Member Launer, approve railroad improvements proposed by the Public Utilities Commission.

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

8.3. SUBJECT

Resolution No. 2017-32 Accepting 2017 Engineering and Traffic Survey and Adopting Proposed Speed Limits (RY)

RECOMMENDATION

Council adopt Resolution No. 2017-32 approving the traffic speed limits recommended in the 2017 Engineering and Traffic Survey.

The item will be considered at the June 27 City Council meeting.

8.4. SUBJECT

Resolution No. 2017-31 Measure R Expenditure Plan Amendment No. 4 (BB)

RECOMMENDATION

Council adopt Resolution No. 2017-31 supporting Amendment No. 4 to the Measure R Expenditure Plan.

Public Works Director presented the request for Amendment No. 4 to the Measure R Expenditure Plan. There are three amendments that have been previously approved and Beltran explained there are three requests in the proposed amendment.

1. delete the N. Grand/SR-65 project and redirect \$20 million to the City of Porterville's Bike/Ped Project Fund; and
2. create \$2 million Bike/Ped Fund for the City of Woodlake; and
3. add flexibility to Air Quality Program.

Director Beltran requested that the Council support amendment 4 to the Measure R Expenditure Plan and adopt Resolution No. 2017-31.

A motion was made by Council Member Morales, second by Council Member Reynosa, to adopt Resolution No. 2017-31 approving Amendment 4 to the Measure R Expenditure Plan.

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

8.5. SUBJECT

Designation of League of California Cities Voting Delegate and Alternate(s) (LB)

RECOMMENDATION

Council appoint a delegate and alternate delegate(s) to vote on matters pertaining to League policy on behalf of the City of Dinuba at the League of California Cities Annual Business Meeting.

The Council directed staff to bring this item back at a later date for consideration.

8.6. SUBJECT

Cancellation of August 8, 2017 City Council Meeting (LB)

RECOMMENDATION

Council authorize cancellation of the August 8, 2017 City Council meeting.

Deputy City Clerk Barkley requested that the Council authorize the cancellation of the first Council meeting in August, August 8, 2017, instead of the second meeting in August as has been historically cancelled.

A motion was made by Council Member Morales, second by Council Member Launer, to authorize the cancellation of the August 8, 2017 City Council meeting.

Ayes: Launer, Morales, Reynosa, Thusu

Absent: Harness

9. MAYOR/COUNCIL REPORTS

Council Members Reynosa reported she and Launer attended the Betty Drive grand opening in Visalia. Reynosa said she attended the Summer Night Lights event and a meeting hosted by local business owner Sidhu Singh.

Council Member Morales reported he attended the Summer Night Lights event; the annual car show and Dan Meinert's funeral.

Vice Mayor Thusu reported he attended school graduations and the employee appreciation luncheon. He added he attended the meeting hosted by Singh too.

Council Member Reynosa commended fire staff for a recent experience involving her mother. She thanked staff for their assistance.

10. CITY MANAGER COMMUNICATIONS

City Manager Patlan reported that he recently attended the "Great Day" gathering with Kopi, at the car show; he attended the volunteer dinner; he announced there is a ceremonial burning of worn flags tomorrow night at Dinuba Memorial Hall which he plans to attend; the LNTC graduation will be held Thursday evening; the rescheduled Chamber golf tournament is planned for Friday.

Council Member Reynosa announced that the Good Morning Dinuba meeting will be held tomorrow morning.

11. CITY STAFF COMMUNICATIONS

12. ADJOURNMENT

The meeting adjourned at 7:49 pm.



City Council Staff Report

Department: ENGINEER/PLANNING

June 27, 2017

To: Mayor and City Council

From: Ronald S. Yamabe, P.E., City Engineer

By: Elva Patino, Fiscal Analyst II

Subject: Award Professional Service Contract to TJKM for the Alta Avenue / West El Monte Way Signal Synchronization Project (EP)

RECOMMENDATION

Council award a professional services contract to TJKM for the design of the Alta Avenue/West El Monte Way Signal Synchronization Project in the amount of \$90,289.84 and authorize the City Manager or designee to execute the agreement.

EXECUTIVE SUMMARY

The City of Dinuba was awarded Congestion Mitigation and Air Quality (CMAQ) funds for the design phase of the Alta Avenue/W El Monte Way Signal Synchronization Project. The City requested proposals for this scope of work and received four responses. An evaluation committee reviewed the submitted responses and determined that TJKM meets the qualifications to prepare design plans and recommends that the contract be awarded to the firm in the amount of \$90,289.84.

OUTSTANDING ISSUES

None.

DISCUSSION

The City of Dinuba was awarded \$90,000 in CMAQ funds for the design of the Alta Avenue/W. El Monte Signal Synchronization Project. This project will improve the level of service and reduce delays on Alta Avenue and West El Monte Way by coordinating the traffic signals along the two corridors. The scope of work includes seven (7) intersections along Alta Avenue and three (3) intersections along the El Monte Way. The synchronization of the traffic signals along these two busy corridors will keep the flow of traffic moving resulting in reduced traffic congestion

and improved air quality.

On April 12, 2017 the City issued a Request for Proposals (RFP) for the design of the Signal Synchronization Project. A total of four proposals were received by the May 12, 2017 deadline, listed as follows:

- KOA
- TJKM
- Peters Engineering
- Dokken Engineering

A selection committee was convened to review the submitted proposals and based on their review of the criteria which included factors such as company qualifications, discipline specific experience, references, project staff qualifications, and project schedule. The evaluation committee recommended KOA, Peter's Engineering and TJKM as the top three firms to interview for the final selection process. The interview committee determined that TJKM best meets the qualifications outlined in the RFP and recommends that the project be awarded to TJKM in the amount not to exceed \$90,289.84. Cost proposal is within the budget parameters.

A copy of the Professional Services Agreement with TJKM is enclosed as Attachment 'A' and a copy of their proposal is enclosed as Attachment 'B'.

FISCAL IMPACT

The contract will be funded by CMAQ funds with a local match of \$12,000 to be funded by Gas Tax.

PUBLIC HEARING

None.

ATTACHMENTS:

- A. Cost Proposal
- B. Agreement

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #1) PAGE 1 OF 2
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant T J K M

Contract No. CML 5143(30)

Date 6/19/2017

DIRECT LABOR

Classification/Title	Name	hours	Actual Hourly Rate	Total
Project Manager	Atul Patel	82	\$76.57	\$6,278.74
PIC	Nayan Amin	1	\$81.73	\$81.73
QA/QC	Chris Kinzel	3	\$79.23	\$237.69
Operations Task Lead	Ruta Jariwala	69	\$81.73	\$5,639.37
Design Task Leader	Rutvij Patel	176	\$45.71	\$8,044.96
Engineer	Erik Bjorklund	60	\$53.36	\$3,201.60
Engineer	Shruti Shrivastava	84	\$36.89	\$3,098.76
Engineer	Phong Vo	8	\$56.95	\$455.60
Engineer	Praveena Samaleti	32	\$29.43	\$941.76

LABOR COSTS

515

a) Subtotal Direct Labor Costs

\$27,980.21

b) Anticipated Salary Increases (see page 2 for sample)

\$1,271.70

c) TOTAL DIRECT LABOR COSTS [(a) + (b)]

\$29,251.91

FRINGE BENEFITS

d) Fringe Benefits (Rate 56.37%)

e) Total Fringe Benefits

[(c) x (d)]

\$16,489.30

INDIRECT COSTS

f) Overhead

(Rate: 100.34%)

g) Overhead [(c) x (f)]

\$29,351.37

h) General and Administrative

(Rate: 0.00%)

i) Gen & Admin [(c) x (h)]

\$0.00

j) Total Indirect Costs [(e) + (g) + (i)]

\$45,840.67

FEE (Profit)

q) (Rate: 10.00%)

k) TOTAL FIXED PROFIT [(c) + (j)] x (q)]

\$7,509.26

OTHER DIRECT COSTS (ODC)

Description

Unit(s)

Unit Cost

Total

l) Travel/Mileage Costs (supported by consultant actual costs)

1000

\$0.53

\$530.00

m) Equipment Rental and Supplies (itemize) Counts

1

\$6,204.00

\$6,204.00

n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc.

28

\$18.00

\$504.00

o) Lodging

3

\$150.00

\$450.00

p) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)

\$0.00

\$0.00

p) Total Other Direct Costs [(l) + (m) + (n) + (o)]

\$7,688.00

TOTAL COST [(c) + (j) + (k) + (p)]

\$90,289.84

NOTES:

- Employees subject to prevailing wage requirements to be marked with an *.
- ODC items should be based on actual costs and supported by historical data and other documentation.

- ODC items that would be considered “tools of the trade” are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #1) PAGE 2 OF 2
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant T J K M Contract No. CML 5143(30) Date 6/19/17

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours) 42905

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$27,980.21	515	=	\$54.33	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$54.33	+	3%	=	\$55.96	Year 2 Avg Hourly Rate
Year 2	\$55.96	+	3%	=	\$57.64	Year 3 Avg Hourly Rate
Year 3	\$57.64	+	0%	=	\$57.64	Year 4 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	50.00%	*	515.0	=	257.5	Estimated Hours Year 1
Year 2	50.00%	*	515.0	=	257.5	Estimated Hours Year 2
Year 3	0.00%	*	515.0	=	0.0	Estimated Hours Year 3
Total	100%		Total	=	515.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$55.96	*	258	=	\$14,409.81	Estimated Hours Year 1
Year 2	\$57.64	*	258	=	\$14,842.10	Estimated Hours Year 2
Year 3	\$57.64	*	0	=	\$0.00	Estimated Hours Year 3
Total Direct Labor Cost with Escalation				=	\$29,251.91	
Direct Labor Subtotal before Escalation				=	\$27,980.21	
Estimated total of Direct Labor Salary Increase				=	\$1,271.70	Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is entered into this _____ day of _____, 2017
between the City of DINUBA ("CITY") and
TIKM ("CONSULTANT").

RECITALS

A. CITY has determined that it requires the following professional services from an engineering consultant for : Dinuba Signal Synchronization Project CML 5143(30)

B. CONSULTANT represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. CONSULTANT further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of mutual covenants and conditions herein contained, CITY and CONSULTANT agree as follows:

1. DEFINITIONS

A. "Scope of Services": Such professional services as are set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

B. "Approved Fee Schedule": Such compensation rates as are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference.

2. CONSULTANT'S SERVICES

A. Scope of Services. Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall perform the services identified in Exhibit A - Scope of Services. CITY shall have the right to request, in writing, changes in the scope of work or the services to be performed. Any changes mutually agreed upon by the parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Time for Performance. This contract shall go into effect on June 27, 2017, contingent upon approval by CITY, and CONSULTANT shall commence work after notification to proceed by CITY'S Contract Administrator. The contract shall end on 18 months after effective date, unless extended by contract amendment. CONSULTANT is advised that any recommendation for contract award is not binding on CITY until the contract is fully executed and approved by CITY.

C. Standard of Performance. CONSULTANT shall perform all work to the highest professional standards and in a manner reasonably satisfactory to CITY. CONSULTANT shall comply with all applicable federal, state and local laws,

ordinances, codes and regulations.

3. REPRESENTATIVES

A. City Representative. For the purposes of this Agreement, the contract administrator and CITY's representative shall be the City Engineer, (hereinafter the "City Representative"). It shall be CONSULTANT's responsibility to assure that the City Representative is kept informed of the progress of the performance of the services, and CONSULTANT shall refer any decisions which must be made by CITY to the City Representative. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the City Representative.

B. Consultant Representative. For the purposes of this Agreement, Nayan Amin, TE is hereby designated as the principal and representative of CONSULTANT authorized to act on its behalf with respect to the services specified herein and make all decisions in connection therewith (the "Responsible Principal"). The Responsible Principal may not be changed by CONSULTANT without the prior written approval of CITY.

4. CONSULTANT'S PERSONNEL

A. CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the services required under this Agreement. All such services will be performed by CONSULTANT or under its supervision, and all personnel engaged in the work shall possess the qualifications, permits and licenses required by applicable law to perform such services.

B. CONSULTANT shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and compliance with all reasonable performance standards established by CITY.

C. As provided in Exhibit A, CONSULTANT may utilize the services of sub-consultants to undertake specific work tasks. Fees for services provided by sub-consultants, identified in Exhibit A, shall be compensated as set forth in Exhibit

D. In the event that CITY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

E. CONSULTANT shall be responsible for payment of all employees' and subconsultants' wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

F. Permits and Licenses. CONSULTANT shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a City of Dinuba business license.

5. SUBCONTRACTING

A. Nothing contained in this contract or otherwise, shall create any contractual relation between CITY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to CITY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from CITY'S obligation to make payments to the CONSULTANT.

B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by CITY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by CITY.

D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.

E. Any substitution of subconsultant(s) must be approved in writing by CITY's Contract Administrator prior to the start of work by the subconsultant(s).

6. EQUIPMENT PURCHASE

A. Prior authorization in writing, by CITY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by CITY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, CITY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit CITY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established CITY procedures; and credit CITY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by CITY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by CITY." 49 CFR, Part

18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

7. STATE PREVAILING WAGE RATES

A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

8. ALLOWABLE COSTS AND PAYMENTS – DESIGN PHASE

A. The method of payment for this phase will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article II Statement of Work of this contract. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and CITY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by CITY.

B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, CITY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.

C. CONSULTANT shall not commence performance of work or services until this contract has been approved by CITY and notification to proceed has been issued by CITY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.

D. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by CITY'S Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due CITY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice

should be submitted within 60-calendar days after completion of CONSULTANT's work. Invoices shall be mailed to CITY's Contract Administrator at the following address:

Public Works Director
City of Dinuba
405 E. El Monte Way
Dinuba, CA 93618

E. The total amount payable by CITY shall not exceed \$90,289.84.

9. ALLOWABLE COSTS AND PAYMENTS – CONSTRUCTION PHASE

A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANT'S Cost Proposal Exhibit B. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.

B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.

C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.

D. After a project to be performed under this contract is identified by CITY, CITY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a CITY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both CITY and CONSULTANT.

E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's Cost Proposal.

F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.

G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.

I. CONSULTANT shall not commence performance of work or services until this contract has been approved by CITY, and notification to proceed has been issued by CITY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.

J. A Task Order is of no force or effect until returned to CITY and signed by an authorized representative of CITY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by CITY.

K. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by CITY'S Contract Administrator of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due CITY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract, must be reimbursed by CONSULTANT prior to the expiration or termination of this contract. Invoices shall be mailed to CITY's Contract Administrator at the following address:

Public Works Director
City of Dinuba
405 E. El Monte Way
Dinuba, CA 93618

L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.

M. The total amount payable by CITY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.

N. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

O. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.

P. The total amount payable by CITY for all Task Orders resulting from this contract shall not exceed \$ 91,289.84. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.

10. METHOD OF PAYMENT

CONSULTANT shall submit to CITY an invoice, on a monthly basis, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Such itemizations shall include the days worked, number of hours worked, and authorized reimbursable expenses incurred with appropriate back-up documentation and receipts evidencing the authorized expenses, if any, for each day in the period and shall separately describe any additional services authorized by CITY. Any invoice claiming compensation for additional services shall include appropriate documentation of CITY's prior authorization. Within ten (10) business days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included on the invoice. Within thirty (30) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice up to the maximum amounts set forth in Sections 8 and 9.

11. OWNERSHIP OF WORK PRODUCT

All reports, documents or other written material ("written products") developed by CONSULTANT in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. CONSULTANT may take and retain such copies of the written products as desired, but no such written products shall be the subject of a copyright application by CONSULTANT.

12. TRAVEL REIMBURSEMENT

Travel required by CONSULTANT or any sub-consultant or subcontractor pursuant to this Agreement shall be a reimbursable expense and shall only be made where necessary to complete the services agreed to be performed under this Agreement. Travel expenses shall be reasonable and shall be incurred in the most cost efficient manner possible. All requests for travel reimbursement shall be accompanied by appropriate back-up documentation and receipts evidencing authorized expenses.

13. INDEPENDENT CONTRACTOR

CONSULTANT will act hereunder as an independent contractor. This Agreement shall not and is not intended to constitute CONSULTANT as an agent, servant, or employee of CITY and shall not and is not intended to create the relationship of partnership, joint venture or association between CITY and CONSULTANT.

14. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required or necessary to provide the services under this Agreement. All CITY data shall be returned to CITY upon the termination of this Agreement. CONSULTANT's covenant under this Section shall survive the termination of this Agreement.

15. CONFLICTS OF INTEREST

A. CONSULTANT shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of this contract, or any ensuing CITY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing CITY construction project, which will follow.

B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

C. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An

affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

16. INDEMNIFICATION

A. To the full extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend CITY, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns from and against any and all claims, demands, causes of action, liability, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent or otherwise wrongful acts, errors or omissions of CONSULTANT or any of its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

The parties understand and agree that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

B. CONSULTANT's obligations under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY, its officers, agents, employees and volunteers.

C. CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations for the benefit of CITY, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged, intentional, reckless, negligent or otherwise wrongful acts, errors or omissions of CONSULTANT or any of its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

D. CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any

insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. CONSULTANT agrees that CONSULTANT'S covenant under this Section shall survive the termination of this Agreement.

E. CONSULTANT agrees to pay all required taxes on amounts paid to CONSULTANT under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONSULTANT shall fully comply with the workers' compensation laws regarding CONSULTANT and CONSULTANT's employees. CONSULTANT further agrees to indemnify and hold CITY harmless from any failure of CONSULTANT to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONSULTANT under this Agreement any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

17. INSURANCE

A. CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

- i. Commercial General Liability Insurance with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence and in the aggregate for any personal injury, death, loss or damage.
- ii. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with minimum limits of Two Million Dollars (\$2,000,000) per accident for bodily injury and property damage.
- iii. Worker's Compensation insurance as required by the State of California.
- iv. Professional Liability Insurance with a minimum limit of Two Million Dollars (\$2,000,000) per occurrence

B. CONSULTANT shall require each of its sub-consultants or sub- contractors to maintain insurance coverage that meets all of the requirements of this Agreement.

C. The policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A: VII in the latest edition of Best's Insurance Guide.

D. CONSULTANT agrees that if it does not keep the insurance required in this Agreement in full force and effect, CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONSULTANT'S expense, the premium thereon.

E. Prior to commencement of work under this Agreement, CONSULTANT shall file with CITY's Risk Manager a certificate or certificates of insurance showing that the insurance

policies are in effect and satisfy the required amounts and specifications required pursuant to this Agreement.

F. CONSULTANT shall provide proof that policies of insurance expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

G. The general liability and automobile policies of insurance shall contain an endorsement naming CITY, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns as additional insureds. All of the policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONSULTANT agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

H. The insurance provided by CONSULTANT shall be primary to any other coverage available to CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of CONSULTANT's insurance and shall not contribute with it.

I. All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT, and CONSULTANT's employees, agents, subcontractors, or volunteers from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.

J. Any deductibles or self-insured retentions must be approved by CITY. At the option of CITY, CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

K. If CONSULTANT is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.

L. Procurement of insurance by CONSULTANT shall not be construed as a limitation of CONSULTANT's liability or as full performance of CONSULTANT's duties to indemnify, hold harmless and defend under Section 14 of this Agreement.

18. MUTUAL COOPERATION

A. CITY shall provide CONSULTANT with all pertinent data, documents and other requested information as is reasonably available for the proper performance of CONSULTANT's services.

B. In the event any claim or action is brought against CITY relating to CONSULTANT's performance in connection with this Agreement, CONSULTANT shall render any reasonable assistance that CITY may require.

19. RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and CITY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, CITY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

20. AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by CITY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by CITY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of dispute nor its consideration by CITY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.

21. TERMINATION OF AGREEMENT

- A. CITY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. CITY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, CITY may proceed with the work in any manner deemed proper by CITY. If CITY terminates this contract with CONSULTANT, CITY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to CITY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.

22. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, and Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1,

Part 31.000 et seq., are subject to repayment by CONSULTANT to CITY.

23. FORCE MAJEURE

CONSULTANT shall not be liable for any failure to perform if CONSULTANT presents acceptable evidence, in CITY's sole judgment that such failure was due to causes beyond the control, and without the fault or negligence of CONSULTANT.

24. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during CONSULTANT's and CITY's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing.

If to CITY:
City of Dinuba
Attn: Public Works Director
405 E. El Monte Way
Dinuba, CA 93618
Telephone: (559) 591-5924

If to CONSULTANT:
TJKM
Attn: Nayan Amin, TE
4305 Hacienda Drive Suite 550
Pleasanton, CA 94588
Telephone: (925)463-0611

25. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation or other basis prohibited by law. CONSULTANT will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

26. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any CITY employee.

For breach or violation of this warranty, CITY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

27. STATEMENT OF COMPLIANCE

A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

28. PROHIBITION AGAINST ASSIGNMENT

CONSULTANT shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without CITY's prior written consent, and any

attempt to do so shall be void and of no effect. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

29. DEBARMENT AND SUSPENSION CERTIFICATION

A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to CITY.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

30. PROHIBITION OF EXPENDING CITY STATE OR FEDERAL FUNDS FOR LOBBYING

A. CONSULTANT certifies to the best of his or her knowledge and belief that:

1. No state, federal or CITY appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a

prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

31. FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

B. This contract is valid and enforceable only, if sufficient funds are made available to CITY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or CITY governing board that may affect the provisions, terms, or funding of this contract in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

D. CITY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

32. CHANGE IN TERMS

A. This contract may be amended or modified only by mutual written agreement of the parties.

B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by CITY's Contract Administrator.

C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by CITY's Contract Administrator.

33. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

B. The goal for DBE participation for this contract is 14%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-01), or in the Consultant Contract DBE Information (Exhibit 10-02) attached hereto and incorporated as part of the Contract. If a

DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as CITY deems appropriate.

D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.

E. A DBE firm may be terminated only with prior written approval from CITY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting CITY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).

F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.

G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business

Enterprise (DBE), First-Tier Subconsultants” CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT’s authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory “Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants” is submitted to the Contract Administrator.

K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to CITY’s Contract Administrator within 30 days.

34. CONTINGENT FEE

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, CITY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

35. DISPUTES

A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of CITY’s Contract Administrator and City Manager, who may consider written or verbal information submitted by CONSULTANT.

B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by CITY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

36. INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit CITY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

37. SAFETY

A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by CITY Safety Officer and other CITY representatives.

CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Section 591 of the Vehicle Code, CITY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

38. OWNERSHIP OF DATA

A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in CITY; and no further agreement will be necessary to transfer ownership to CITY. CONSULTANT shall furnish CITY all necessary copies of data needed to complete the review and approval process.

B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.

C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by CITY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by CITY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.

D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

E. CITY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

39. CLAIMS FILED BY CITY'S CONSTRUCTION CONTRACTOR

A. If claims are filed by CITY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with

CITY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. CONSULTANT's personnel that CITY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from CITY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.

C. Services of CONSULTANT's personnel in connection with CITY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.

40. CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to CITY's operations, which are designated confidential by CITY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by CITY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or CITY's actions on the same, except to CITY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by CITY, and receipt of CITY'S written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than CITY.

41. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

42. EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by CITY. A copy of the evaluation will be

sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

43. RETENTION OF FUNDS

A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.

B. No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

44. ATTORNEY'S FEES

In the event that CITY or CONSULTANT commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.

45. ENTIRE AGREEMENT

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and provisions of any document incorporated by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between CITY and CONSULTANT with respect to the subject matter herein. No other prior oral or written agreements are binding on the parties. Any modification of this Agreement will be effective only if it is in writing and executed by CITY and CONSULTANT.

46. GOVERNING LAW; JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event of litigation between the parties, venue in State trial courts shall lie exclusively in Tulare County. In the event of litigation in a United States District Court, exclusive venue shall lie in the Central District of California.

47. SEVERABILITY

Wherever possible, each provision of this Agreement shall be interpreted in such a

manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

48. CAPTIONS

The captions used in this Agreement are solely for reference and the convenience of the parties. The captions are not a part of the Agreement, in no way bind, limit, or describe the scope or intent of any provision, and shall have no effect upon the construction or interpretation of any provision herein.

49. EXECUTION

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

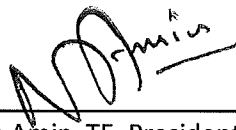
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF DINUBA

CONSULTANT:

Blanca Beltran
Public Works
Director

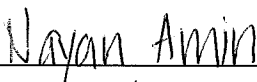
By:



Nayan Amin, TE, President

ATTEST:

By:



President
[insert name and title]

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A – Scope of Services

Exhibit B – Fee Schedule

Exhibit C – Project Timeline

Exhibit 10-O2, Consultant Contract DBE Commitment
(Submitted after award prior to execution of contract).

Exhibit 15-H, Good Faith Efforts



City Council Staff Report

Department: CITY MANAGER'S OFFICE

June 27, 2017

To: Mayor and City Council

From: Linda Barkley, Deputy City Clerk

Subject: Request for Excused Absence from Mayor Scott Harness (LB)

RECOMMENDATION

Council excuse the absence of Mayor Harness at the Council meeting held on June 13, 2017.

EXECUTIVE SUMMARY

Mayor Harness was absent from the Council meeting of June 13, 2017, and hereby requests that the Council excuse his absence.

OUTSTANDING ISSUES

None.

DISCUSSION

None.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.



City Council Staff Report

Department: CITY MANAGER'S OFFICE

June 27, 2017

To: Mayor and City Council

From: Daniel James, IT Manager

Subject: Extension of Consultant Services Contract with Townsend Public Affairs, Inc. for Legislative Advocacy and Grant Writing Services (DJ)

RECOMMENDATION

Council approve a one-year extension of the consultant services contract with Townsend Public Affairs, Inc. from July 1, 2017 through June 30, 2018 and authorize the City Manager or designee to execute the extension.

EXECUTIVE SUMMARY

The City of Dinuba has contracted with Townsend Public Affairs, Inc. (TPA) since January 1, 2008 for grant writing and legislative advocacy services. The most recent contract was approved by the City Council in June of 2016 for the period of July 1, 2016 through June 30, 2017. The current contract expires on June 30, 2016. The firm is requesting a one-year extension of the contract from July 1, 2017 through June 30, 2018. Compensation is set at \$5,000 per month. Staff is recommending that this extension be granted with the understanding that a Request for Proposals will be prepared for the Fiscal Year 2018-19.

OUTSTANDING ISSUES

None.

DISCUSSION

Townsend Public Affairs, Inc. is a legislative advocacy and grant writing firm with offices in California and Washington, D.C. The City has contracted with the TPA since January 2008. Per the staff report prepared by former Deputy City Manager Daniel Meinert, the City initially contracted with TPA in connection with the annual trip to Washington D.C. in search of federal funding opportunities.

The City has subsequently contracted with the firm on an annual basis since 2008. Compensation was initially set at \$3,000 per month and was subsequently

increased to \$5,000 per month plus expenses not-to-exceed \$2,500 per year.

TPA has secured over \$5.6 million in grants for the City of Dinuba. The largest grant was \$2.4 million for off-site improvements in connection with the Dinuba Transit Center and senior housing project downtown. More recent grants included funding to hire one police officer (\$125,000), purchase a new transit bus (\$150,000), and for the traffic signal synchronization along Alta and El Monte (\$424,000). TPA is currently working with staff on two grants for the Alta/El Monte Median Landscape Project and the Viscaya to Roosevelt Paseo Project. In addition, TPA tracks legislation at the state and federal level that is of interest to the City.

The City of Dinuba is currently served by TPA's Central Valley Director, Mr. Richard Harmon. Mr. Harmon will be in attendance at the meeting to provide the Council with an update of current activities. A copy of the contract is enclosed as Attachment 'A'.

FISCAL IMPACT

The City pays TPA \$5,000 per month or \$60,000 annually for legislative and grant writing services. Funding for this service is divided equally over four funds: Transportation, Water, Sewer, and General Fund.

PUBLIC HEARING

None required.

ATTACHMENTS:

Attachment 'A' - TPA Contract Extension FY 2017-2018

**SUPPLEMENT TO
CONTRACT FOR CONSULTING SERVICES (#10)**

THIS SUPPLEMENT TO CONTRACT FOR CONSULTANT SERVICES ("Supplement") is made and entered into this 1st day of May, 2017 by and between City of Dinuba, a municipal government ("Client") and Townsend Public Affairs, Inc., a California corporation ("Consultant").

RECITALS

- A. Client and Consultant have entered into that certain Contract for Consultant Services dated as of January 15, 2008 and April, 2008 ("Contracts"), April 1, 2009, April 30, 2010, April 20, 2011, June 15, 2012, July 17, 2013, June 23, 2014, July 1, 2015, July 1, 2016 ("Supplements").
- B. The parties to this Supplement desire to change the term of the Contract as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto supplement and amend the Contract as hereinafter set forth.

1. The term shall now be extended from July 1, 2017 through June 30, 2018.
2. All other terms and conditions of the Contract, except as set forth herein, including without limitation the Fee Schedule set forth in Exhibit "A" of the Contract, shall remain in full force and effect.

WHEREFORE, this Supplement is executed by the parties as of the date set forth above.

CLIENT: CITY OF DINUBA,
a municipal agency

By: _____
Luis Patlan, City Manager

CONSULTANT: TOWNSEND PUBLIC AFFAIRS, INC.,
a California corporation

By:  _____
Christopher Townsend, President



City Council Staff Report

Department: PUBLIC WORKS

June 27, 2017

To: Mayor and City Council

From: Blanca Beltran, Public Works Director

By: George Avila, Business Manager

Subject: Resolution No. 2017-33 Approving FY 17/18 Measure R Program Supplement for the Dinuba Connection Transit Route (BB)

RECOMMENDATION

Council adopt Resolution No. 2017-33 approving the Measure R Program Supplement with the Tulare County Association of Governments (TCAG) for the Dinuba Connection Transit Route and authorizing the City Manager or designee to execute the agreement.

EXECUTIVE SUMMARY

The Dinuba Area Regional Transit (DART) system operates the "Dinuba Connection" which has stops in the City of Dinuba and the City of Reedley. The cost to operate this route is partially funded by Measure R transit expansion allocation. The City is eligible to receive \$52,500 for this purpose on an annual basis. However, in order to receive this funding to continue operating the Dinuba Connection transit route the City Council must authorize the execution of a Measure R Program Supplement.

OUTSTANDING ISSUES

None.

DISCUSSION

The City of Dinuba operates the Dinuba Area Regional Transit (DART) system. This transit system operates four fixed routes that primarily service Dinuba residents. However, in 2008 the City established the "Dinuba Connection" route. This route connects Dinuba residents to the City of Reedley and vice versa. Stops on this route include Reedley College, Reedley Hospital, Department of Motor Vehicles (DMV),

Walmart & Tulare Works. Since its inception, this route has been very successful. Currently, the DART provides approximately 2,000 rides on this route per month.

The operation of this route is made possible by a partnership with the Fresno Country Rural Transit Agency (FCRTA) and the Tulare County Area Transit (TCAT). Along with the City of Dinuba, each agency pays for their share of the riders that use the Dinuba Connection. The City of Dinuba's share of this cost is partially funded through Measure R. This route is eligible for Measure R funding because it has been designated a transit expansion project that was not in operation prior to the passage of Measure R.

The Measure R Cooperative Agreement that the City entered into with the Tulare County Association of Governments (TCAG) requires that a project-specific Program Supplement be executed by each member agency's governing board in order to access allocated funding (See Exhibit A). It is also recommended that the City Council grant the authority to execute the subject Program Supplement by resolution (See Exhibit B).

FISCAL IMPACT

The cost to operate the Dinuba Connection route in FY 17-18 is approximately \$161,000. The City of Dinuba's share of this expense is approximately 46% or \$74,060. The City's Measure R allocation of \$52,500 will be used to fund this expense. The balance will be funded with farebox revenue and with Transportation Development Act (TDA) money.

PUBLIC HEARING

None.

ATTACHMENTS:

Attachment 'A' - Resolution No. 2017-33 Measure R Program Supplement FY 17-18

RESOLUTION NO. 207-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA, CALIFORNIA, APPROVING AND AUTHORIZING THE MAYOR OR PUBLIC WORKS DIRECTOR TO EXECUTE A MEASURE R PROGRAM SUPPLEMENT TO THE COOPERATIVE AGREEMENT ASSOCIATED WITH A TRANSIT EXPANSION PROJECT IN THE AMOUNT OF \$52,500 FOR FY 17-18 DINUBA CONNECTION TRANSIT ROUTE

WHEREAS, on November 7, 2006 the citizens of Tulare County approved a ½ cent transportation sales tax measure known as “Measure R”; and

WHEREAS, on May 2, 2007 the City of Dinuba entered into a Measure R “Cooperative Agreement” with Tulare County Association of governments in order to receive funding for transportation improvement projects identified in the adopted Measure R “Expenditure Plan”; and

WHEREAS, the Measure R Cooperative Agreement has no force or effect with respect to Regional Projects, Bike Projects, or Transit Projects unless and until a project-specific Program Supplement has been executed; and

WHEREAS, the identified Expenditure Plan allocates \$52,500 annually for a transit expansion project for the City of Dinuba; and

WHEREAS, the City of Dinuba began a new transit route on August 11, 2008 known as the “Dinuba Connection” that shall be partially funded by the subject Measure R allocation; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DINUBA hereby, finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. The City Council approves a Measure R Program Supplement for the Dinuba Connections transit expansion project in the amount of \$52,500 for Fiscal Year 2017-18 attached hereto as Exhibit ‘A’.
3. The City Council authorizes the City Manager or the Public Works director to execute the Measure R Program Supplement for the Dinuba Connections transit project.

THEREFORE BE IT RESOLVED that this resolution is adopted and approved by the City Council of the City of Dinuba on this 27th day of June 2017 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

SCOTT HARNESS, MAYOR

ATTEST:

LINDA BARKLEY, ACTING CITY CLERK

Exhibit 'A'

**MEASURE R PROGRAM SUPPLEMENT TO
COOPERATIVE AGREEMENT**

This Program Supplement is made and entered into on _____, 2017 by and between the City of Dinuba ("Sponsor") and the TULARE COUNTY ASSOCIATION OF GOVERNMENTS, acting as the Local Transportation Authority ("Authority").

This Program Supplement hereby incorporates the "Measure R Cooperative Agreement" for Measure R Expenditures which was entered into between the Sponsor and the Authority on May 22, 2007 and is subject to all terms and conditions thereof. This Program Supplement is executed under authority designated to the City Manager by a vote of the City Council on June 27, 2017 and per Resolution No. 2017-33.

Project Scope, Costs, and Schedule are incorporated herein as Exhibit "A" and agreed upon by Sponsor and Authority.

Covenants of Sponsor

1.1. SPONSOR agrees that it will only proceed with work authorized for specific phases(s) with a written "Authorization to Proceed" or Authority action and will not proceed with future phase(s) of this project(s) prior to receiving a written "Authorization to Proceed" or Authority action.

1.2. The SPONSOR will advertise, award, and administer the project(s) in accordance with SPONSOR standards.

1.3. Award information shall be submitted by the SPONSOR to the AUTHORITY within 60 days after the project contract award.

1.4. Failure to submit award information in accordance with section 1.3 will cause a delay (without interest or penalties) in AUTHORITY processing invoices for the construction phase.

1.5. If no costs have been invoiced for a six-month period, SPONSOR agrees to submit for each phase a written explanation of the absence of project(s) activity along with target billing date and target billing amount.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year first written above.

COUNTY OF TULARE TRANSPORTATION AUTHORITY

By: _____

Authority Director

ATTEST: _____

CITY OF DINUBA

ATTEST BY:

By: _____
Luis Patlan, City Manager

APPROVED AS TO FORM:

Nancy A. Jenner
City Attorney

EXHIBIT A

Project Scope – Transit Expansion FY 2017/18

Addition of Dinuba/Reedley route beginning August 11, 2008.

Project Cost

1.	Expansion of service	Measure R Funds	\$52,500
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Implementation

The new route serving Dinuba/Reedley began on August 11, 2008. During the school year, hours of operation are Monday-Friday from 7:00 a.m. to 9:00 p.m. Summer hours are Monday-Friday from 7:00 a.m. to 3:00 p.m.



City Council Staff Report

Department: PUBLIC WORKS

June 27, 2017

To: Mayor and City Council

From: Blanca Beltran, Public Works Director

By: George Avila, Business Manager

Subject: Renewal of Fresno County Rural Transit (FCRTA) Agreement for FY 17-18 (BB)

RECOMMENDATION

Council approve the renewal of the Agreement with the Fresno County Rural Transit Agency (FCRTA) to fund a portion of the Dinuba Connection Transit Route in the amount of \$66,678.

EXECUTIVE SUMMARY

The City's transit system, Dinuba Area Regional Transit (DART), operates the "Dinuba Connection" which has stops in the City of Dinuba and the City of Reedley. Since a portion of the riders on this route originate in Reedley (Fresno County), the Fresno County Rural Transit Agency (FCRTA) has agreed to share in the cost to operate. During FY 17-18, FCRTA has agreed to reimburse the City up to \$66,678 in operating expenditures for the subject route.

OUTSTANDING ISSUES

None.

DISCUSSION

The City of Dinuba operates the Dinuba Area Regional Transit (DART) system. This transit system operates four fixed routes that primarily service Dinuba residents.

However, in 2008 the City established the "Dinuba Connection" route. This route connects Dinuba residents to the City of Reedley and vice versa. Stops on this route include Reedley College, Reedley Hospital, Department of Motor Vehicles (DMV), Walmart & Tulare Works. Since its inception, this route has been very successful.

Currently, the DART provides approximately 2,000 rides per month on this route.

Upon analyzing ridership data and performing on-route surveys, it has been determined that approximately 40% of riders on the Dinuba Connection originate from the City of Reedley or other Fresno County communities. Therefore, FCRTA has agreed to pay for approximately 40% of the operating expenditures or an amount not to exceed \$66,678 in the fiscal year. These expenses include, contractual services, fleet repair and maintenance, and fuel. Additionally, the City is required to share farebox revenue at the same level of expenditures. Therefore, approximately 40% of the farebox collected on the Dinuba Connection would go to FCRTA. All other terms of this agreement have been reviewed and approved by the City Attorney (See Exhibit A). A similar agreement with the Tulare County Area Transit (TCAT) will be presented in a subsequent City Council meeting.

FISCAL IMPACT

Renewal of this agreement will allow the City to be reimbursed for approximately 40% of the cost to operate the Dinuba Connection transit route or up to an amount of \$66,678. Without this agreement it would be very difficult to continue operations.

PUBLIC HEARING

None.

ATTACHMENTS:

A. FCRTA Agreement FY 17-18

2017-2018
AGREEMENT BETWEEN
THE CITY OF DINUBA
AND
THE FRESNO COUNTY RURAL TRANSIT AGENCY

This Agreement made and entered into this 29th day of June 2017 by and between the City of Dinuba, hereinafter referred to as "Contractor", and the Fresno County Rural Transit Agency, hereinafter referred to as "FCRTA". Contractor and FCRTA are each a "Party" to this Agreement, and are collectively the "Parties" to this Agreement.

WITNESSETH:

WHEREAS, the updated 2014 Regional Transportation Plan for Fresno County, (adopted: June 26, 2014) recognized the potential provision of public transportation service between the City of Reedley in Fresno County and the City of Dinuba in Tulare County; and

WHEREAS, the Short Range Transit Plan (SRTP) for the Rural Fresno County Area: 2018-2022 was adopted by the Fresno Council of Governments (Fresno COG) on June 29, 2017 to serve as the Plan for potential service expansion opportunities as a result of the successful passage of Measure-C in November 2006; and

WHEREAS, Tulare County was also successful in their passage of Measure-R in November 2006; and

WHEREAS, the City of Dinuba has continued to express a desire to extend a portion of their Dinuba Transit services beyond the City of Dinuba to offer services from their community, the Dinuba Transit Center and Dinuba Vocational Center into Fresno County to the City of Reedley for the expressed purpose of seeking on-the-job training opportunities at the Adventist Medical Center – Reedley Hospital and the educational opportunities at Reedley College; Monday through Friday from 7:00am to 9:00pm; and

WHEREAS, the FCRTA is also interested in the reciprocal arrangements to facilitate ridership from residents of Eastern Fresno County Cities including: Reedley, Orange Cove, Parlier, and Sanger by way of Reedley Transit and Orange Cove Transit's inter-city services; and

WHEREAS, the cost for said services has been calculated, and the two (2) Parties have agreed to split the approximate costs (\$133,356.00) up to fifty percent (50%) basis to each party, not to exceed a maximum agreed expenditure of \$66,678.00; and

WHEREAS, both Parties intend to utilize a portion of their respective local Measure-C and Measure-R Sales Tax revenues to implement this services expansion to determine it ongoing viability in meeting standard performance measures consistent with rules and regulations stipulated in the California Transportation Development Act of 1971, as amended. .

NOW THEREFORE, and in consideration of the foregoing and of the mutual promises hereafter expressed, and intended to be legally bound thereby, the Parties do mutually agree as follows:

ARTICLE I. COST SHARING OF THE INTER-COUNTY TRANSIT SERVICE BETWEEN THE CITY OF DINUBA IN TULARE COUNTY AND THE CITY OF REEDLEY IN FRESNO COUNTY.

The FCRTA hereby engages the City of Dinuba (Contractor) to provide public transportation service between the City of Dinuba and the City of Reedley, as referenced above, and as set forth in Article II of this Agreement, from July 1, 2017 through June 30, 2018. The maximum amount of compensation to the Contractor, under this Agreement shall not exceed \$66,678.00.

ARTICLE II. DESCRIPTION OF SERVICE

A. General Provisions

The Contractor agrees to provide public transportation service between the City of Dinuba and the City of Reedley with the operation of one (1) vehicle, provided by the City of Dinuba, in accordance with the route and schedule described below, for a total of two thousand, nine hundred and sixty-eight (2,968) vehicle service hours. Contractor shall comply with all applicable laws and licensing requirements in the provision of services under this Agreement.

B. Transit Service Area

The Contractor shall provide service on scheduled fixed route basis with a minimum of one (1) vehicle. The Transit Service Area Map is attached as Exhibit-1.

C. Hours of Service

The Contractor shall provide public transportation service Monday through Friday, from 7:05am to 8:55pm, except on the following holidays observed by the City of Dinuba: Independence Day; Labor Day; Thanksgiving Day; Christmas Day; New Year's Day; and Memorial Day.

D. Fare Collection and Accounting

The Contractor shall be responsible for the collection, accounting, of all fares. The Contractor shall remit up to fifty percent (50%) of the fares collected to FCRTA.

E. Insurance

The Contractor shall secure and maintain throughout the term of this Agreement, or extensions thereof, automobile liability (Bodily Injury and Property Damage) not less than \$10,000,000 per occurrence.

The Contractor shall provide the FCRTA with a valid "certificates of insurance" reflecting the above and further that said coverage has the following endorsements:

1. In that the Contractor and their appointive and elective officers and employees are "additionally named insured".
2. That said policy shall not be canceled or terminated except upon thirty (30) days prior written notice to the other Parties of this agreement.

Said certificates or other proof of the required insurance, acceptable to the FCRTA, shall be provided before the Contractor commences performance under this Agreement or extensions thereof.

The Contractor shall secure and maintain workers compensation coverage as required by statute. The Contractor shall assume any and all liability for non-compliance with this provision.

ARTICLE III. BILLING AND PAYMENT FOR SERVICE

Subject to the maximum compensation limit set forth in Article I of this Agreement, the Contractor shall submit an itemized (accounting for one-half the actual number of service hours multiplied by \$44.93 - the rate per vehicle service hour) invoice bill to FCRTA. The FCRTA shall make payment on the billing within thirty (30) days from receipt of said bill.

ARTICLE IV. CHARTER BUS REQUIREMENTS - 49 U.S.C. 5323(d); 49 CFR Part 604

Charter Service Operations - The Contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients (Caltrans) and subrecipients (FCRTA) of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one (1) private charter operator willing and able to provide the service, except under one (1) of the exceptions at 49 CFR 604.9. Any charter service provided under one (1) of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

ARTICLE V. SCHOOL BUS REQUIREMENTS - 49 U.S.C. 5323(f); 49 CFR Part 605

School Bus Operations - Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients (Caltrans) and subrecipients (FCRTA) of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients (Caltrans) and subrecipients (FCRTA) may not use federally funded equipment, vehicles, or facilities.

ARTICLE VI. ENERGY CONSERVATION REQUIREMENTS - 42 U.S.C. 6321 et seq.; 49 CFR Part 18

Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State of California Energy Conservation Plan issued in compliance with the Federal Energy Policy and Conservation Act.

ARTICLE VII. CLEAN WATER REQUIREMENTS - 33 U.S.C. 1251

Clean Water -

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

ARTICLE VIII. LOBBYING - 31 U.S.C. 1352; 49 CFR Part 19; 49 CFR Part 20

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of this Contract, the making of the Federal grant associated with this Contract, the entering into of this cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Agreement in association with the Federal contract, grant, or cooperative agreement.
- B. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Contract, the undersigned shall complete and submit separately the Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413.
- C. The undersigned shall be required to include the specific language of this certification clause in all subsequently awarded documents for all subawards at all tiers, including subcontracts and that all subrecipients shall certify and disclose accordingly.

This certification clause is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352(c)(1)-(2)(A), as amended by the Lobbying Disclosure Act of 1995. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

The undersigned Contractor certifies or affirms the truthfulness and accuracy of each statement of this certification clause and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification clause and disclosure, if any.

Signature of Contractor's Authorized Official

Blanca Beltran, Public Works Director

Name and Title of Contractor's Authorized Official

June 29, 2017

Date

ARTICLE IX. ACCESS TO RECORDS AND REPORTS - 49 U.S.C. 5325; 18 CFR 18.36 (i); 49 CFR 633.17

Access to Records - The following access to records requirements apply to this Contract:

- A. The FCRTA, as a local government and FTA subrecipients or a subgrantee of the FTA Recipient (Caltrans) in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the FCRTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives.
- B. The Contractor agrees to permit any of the foregoing Parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FCRTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- D. FTA does not require the inclusion of these requirements in subcontracts.

ARTICLE X. FEDERAL CHANGES - 49 CFR Part 18

Federal Changes - The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (11), dated October 1, 2009) between the FCRTA, Caltrans and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

ARTICLE XI. CLEAN AIR - 42 U.S.C. 7401 et. seq.; 40 CFR 15.61; 49 CFR Part 18

Clean Air:

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the FCRTA and understands and agrees that the FCRTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

ARTICLE XII. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Agreement Work Hours and Safety Standards:

- A. Overtime requirements - No Contractor or subcontractor contracting for any part of this contracted work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph "A" of this Article the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph one (1) of this Article, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph "A" of this Article.
- C. Withholding for unpaid wages and liquidated damages - The FCRTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Agreement Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph "B" of this Article.
- D. Subcontracts - The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs "A" through "D" of this Article and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs "A" through "D" of this Article.

ARTICLE XIII. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government:

- A. The FCRTA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the FCRTA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.
- B. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

ARTICLE XIV. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS - 31 U.S.C. 3801 et. seq.; 49 CFR Part 31 18 U.S.C. 1001; 49 U.S.C. 5307

Program Fraud and False or Fraudulent Statements or Related Acts:

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a Agreement connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- C. The Contractor agrees to include the above two (2) clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ARTICLE XV. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Suspension and Debarment

This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By this Agreement the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the FCRTA. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the FCRTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this Agreement is valid and throughout the period of any Agreement that may arise from this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE XVI. PRIVACY ACT - 5 U.S.C. 552

The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a.

Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government.

The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Contract.

The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

ARTICLE XVII. CIVIL RIGHTS REQUIREMENTS - 29 U.S.C. § 623, 42 U.S.C. § 2000; 42 U.S.C. § 6102, 42 U.S.C. § 12112; 42 U.S.C. § 12132, 49 U.S.C. § 5332; 29 CFR Part 1630, 41 CFR Parts 60 et seq.

The following requirements apply to the Contractor:

- A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the Contractor:
1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 2. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

C. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

ARTICLE XVIII. BREACHES AND DISPUTE RESOLUTION - 49 CFR Part 18; FTA Circular 4220.1E

Disputes - Disputes arising in the performance of this Agreement which are not resolved by agreement of the Parties shall be decided in writing by the authorized representative of FCRTA's General Manager. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the FCRTA General Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the FCRTA General Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the FCRTA, the Contractor shall continue performance under this Agreement while matters in dispute are being resolved.

Claims for Damages - Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between the FCRTA and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the Parties mutually agree, or in a court of competent jurisdiction within the State of California.

Rights and Remedies - The duties and obligations imposed by the Agreement Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the FCRTA, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an

approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

ARTICLE XIX. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS - 49 U.S.C. § 5310, § 5311, and § 5333; 29 CFR Part 215

Transit Employee Protective Provisions:

A. The Contractor agrees to comply with applicable transit employee protective requirements as follows:

1. General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying Agreement in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Agreement and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto.
2. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - Since this Agreement involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

B. The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

ARTICLE XX. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS - FTA Circular 4220.1E

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

ARTICLE XXI. DRUG AND ALCOHOL TESTING - 49 U.S.C. §5331; 49 CFR Parts 653 and 654

The Contractor agrees to:

- A. participate in FCRTA's drug and alcohol program established in compliance with 49 CFR 653 and 654.

OR

- B. establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or the FCRTA, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The Contractor agrees further to certify annually its compliance with Parts 653 and 654 before July 1, 2007 and to submit the Management Information System (MIS) reports before March 15th of each year to Caltrans Headquarters. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

ARTICLE XXII. TERMINATION - 49 U.S.C.Part 18; FTA Circular 4220.1E

- A. Termination for Convenience The FCRTA may terminate this Contract, in whole or in part, at any time by providing thirty (30) days advance written notice to the Contractor. The Contractor shall be paid its costs incurred, including contract close-out costs, and profit on work performed up to the date written notice of termination is provided by FCRTA. The Contractor shall promptly submit its claim for such costs to FCRTA, but in no event may Contractor submit a claims for such costs more than thirty (30) days after the date written notice of termination is provided by FCRTA. FCRTA shall have no obligation to respond to or pay claims for payment from Contractor received by FCRTA more than thirty (30) days after the date written notice of termination is provided by FCRTA. Contractor shall return to FCRTA any property owned by FCRTA within thirty (30) days after the date written notice of termination is provided by FCRTA.
- B. Termination for Default If the Contractor fails to perform in the manner called for in this Agreement, or if the Contractor fails to comply with any other provisions of this Agreement, the FCRTA may terminate this Agreement for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. Termination of this Agreement shall be effective

immediately upon service of notice of termination by FCRTA to Contractor. Upon termination of this Agreement by FCRTA for default by the Contractor, FCRTA shall only be obligated to pay Contractor the Agreement rate set forth in Section ___ of this Agreement for services performed in accordance with the manner of performance set forth in the Agreement.

C. Opportunity to Cure The FCRTA in its sole discretion may, in the case of a termination for default, allow the Contractor thirty (30) days in which to cure the default. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

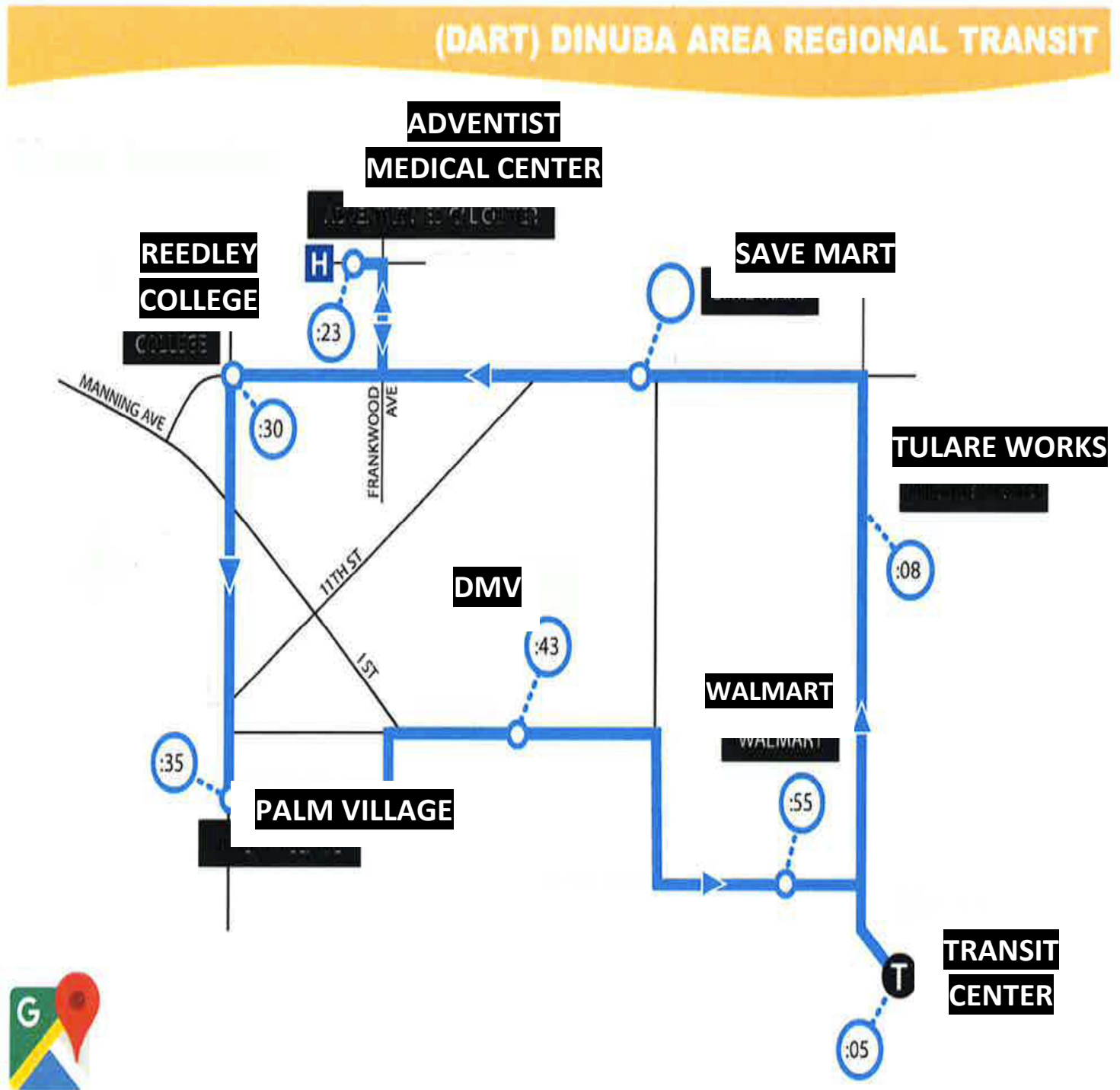
If Contractor fails to remedy to FCRTA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Agreement within ten (10) days after receipt by Contractor of written notice from FCRTA setting forth the nature of said default, FCRTA shall have the right to terminate the Agreement without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude FCRTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

D. Waiver of Remedies for any Breach In the event that FCRTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by FCRTA shall not limit FCRTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

I. Notwithstanding the aforementioned clauses, this Agreement shall terminate on June 30, 2018 unless extended by the written consent of both Parties.

Exhibit-1

Dinuba Transit Inter-County Service Area Map



Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract __a__ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application __c__ b. initial award c. post-award	3. Report Type: a. initial filing __a__ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: ____ Prime __X__ Subawardee Tier _____, if Known: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Fresno County Rural Transit Agency 2035 Tulare Street, Suite 201 Fresno, CA 93721 Congressional District, if known: 18, 19, 20, 21
6. Federal Department/Agency: Federal Transit Administration	7. Federal Program Name/Description: FTA Section 5311 CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ 66,678.00	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> None	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: Blanca Beltran Title: Public Works Director Telephone No.: 559-591-5924 Date: 6/29/17 _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date and year first above written.

FRESNO COUNTY RURAL TRANSIT AGENCY

By _____
MOSES STITES, General Manager

CITY OF DINUBA

By _____
Blanca Beltran, Public Works Director



City Council Staff Report

Department: PARKS AND COMMUNITY
SERVICES

June 27, 2017

To: Mayor and City Council

From: Stephanie Hurtado, Interim Parks and Community Services Director

Subject: Full Gospel Revival Center 50th Anniversary Event

RECOMMENDATION

Council approve the use of Rose Ann Vuich Park by Full Gospel Revival Center on July 22, 2017 for their 50th year anniversary event, waiving the park rental and electricity fees in the amount of \$242.00.

EXECUTIVE SUMMARY

Full Gospel Revival Center is celebrating their 50th anniversary in Dinuba on July 22, 2017. They are requesting the use of Rose Ann Vuich Park for this event. During this celebration they will have food, games, gospel singing, preaching along with a car show. This event is open to the public and free of charge.

OUTSTANDING ISSUES

None.

DISCUSSION

Full Gospel Revival Center was first incorporated July 19th, 1967 in Dinuba. Their location is 1595 E Magnolia Way. Pastor Jiles Arnold has been a part of the church since the doors opened. Pastor Arnold would like to to celebrate fifty years in Dinuba by hosting an event at Rose Ann Vuich Park. The event is open to the community free of charge and fellow worshipers will be flying in from other states to partake in the celebratory event.

The estimated attendance for this event is 200 participants. Full Gospel Revival Center is requesting use of the Rose Ann Vuich Park including the bandstand from 10:00AM to 7:00PM. They are prepared to purchase liability insurance, rent portable restrooms and cover the staff cost. Prior approval for food booth have already been approved by the Tulare County Health Department. They are requesting that the City

Council waive the park rental fee and electrical charges for use of the band stand totaling \$242.00.

FISCAL IMPACT

The fee for full day rental of the park is \$188.00 and electricity charges are \$6 per hour for 9 hours totaling \$54.00. The church will pay to cover staff time for supervision during the event totaling \$288.00.

PUBLIC HEARING

None.

ATTACHMENTS:

Letter of Support

Copy of Approved Application from Tulare County Health Dept.

**FULL GOSPEL REVIVAL
CENTER OF DINUBA CALIF.
INCORPORATED JULY 19,
1967 Incorporation number
C0530046**

To Whom it may concern:

On July the 22nd. 2017. Our church will have a celebration of our 50th. Anniversary as an Incorporated church in Dinuba Ca. We are planning to have Food Games Gospel singing and Preaching along with a Car Show. Any money given will be in a Donation to help the church with future renovations.

THANK YOU

Pastor/Pres.

Dr. Jiles Arnold THD.

Sect. Kimm 559 725-5659

Pastor, 559 725-5676



TEMPORARY FOOD EVENT ORGANIZER APPLICATION FORM

Tulare County Environmental Health Services
5957 S Mooney Blvd, Visalia, CA. 93277
559 624-7400 • FAX 559 733-6932

Applications shall be submitted 14 calendar days prior to the event start date

Name of Event: 50th Ann. Date(s) of Event: 7/22/17 to: 7/22/17
Food Sales Start Time: 10 AM Food Sales End Time: 7 PM
Event Address/Location: Rose Ann Vuch Park City: Dinuba Zip: 93618
Event Organizer: Full Gospel Revival Center Phone: 559-725-5659
Business Mailing Address: 1596 E. MAGNOLIA way City, State, Zip: Dinuba CA 93618
Applicant Name (person in charge): Kimberly Hernandez
Applicant Mailing Address: 711 Ramblewood ct City, State, Zip: Dinuba CA 93618
Email Address: kimmhernandez85@gmail.com Cell Phone: 559-725-5659

EVENT TYPE:

- ☐ Community Event where one or more vendors are making/selling/giving away food to the public. Complete the entire application.
☒ Exempt Event – Complete the Request for Event Exemption Section below. Note: Exemption applicants are only required to complete the first two sections of this page and attach supporting documentation as described below.

REQUEST FOR EVENT EXEMPTION			
Complete this section if you want to apply for an event exemption, and want to donate all profits to a non-profit organization 501(c)(3).			
Attach the following items to this 1 st page of the application: <input type="checkbox"/> A letter from the Non-Profit 501(c)(3) 1-10, 19 stating that they will receive all profits from the event. <input type="checkbox"/> A copy of the IRS 501(c)(3) 1-10, 19 Non-Profit status			
Name of 501(c)(3) Non-Profit Org. receiving all food/beverage sale profits:	Full Gospel Revival Center		
Address of 501(c)(3) Non-Profit Organization:	City:	State:	Zip:
1595 E. Magnolia way	Dinuba	CA	93618
Non-profit Contact Person:	Phone:	Tax ID:	
Kimberly Hernandez	559-725-5659	C0530046	
I certify that the business/organization operating the community event will donate all profit received from the food/beverage sales to the 501(c)(3) Non-Profit organization listed above. I understand that this permit exemption may only be granted for an occasional event that occurs not more than 3 days in any 90-day period (Health and Safety Code Section 113789).			
Printed Name: Kimberly Hernandez	Signature: <i>Kimberly Hernandez</i>	Date: 5/30/17	
FOR OFFICE USE ONLY			
<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved	Reason for decision: <u>Donate to non profit</u>		
REHS: <i>Carlos Celley</i>	Date: 5/30/17		

EVENT HELD IN: (please mark all that apply)

☐ Indoors ☐ Outdoors ☐ City Street ☒ City Park ☐ Private Property ☐ Other: _____

TEMPORARY FOOD FACILITIES (TFF) SITE PLAN	NUMBER OF TFF PER TYPE
Submit a site plan showing the general layout of the event indicating location of the following: 1. Food & Beverage Booths/Food Trucks/Carts 2. Potable Water Supply meeting Transient Non-Community Standards 3. Toilet and Handwashing Facilities (quantity of each) 4. Trash Disposal Containers (quantity) 5. Location of Shared Warewashing Facilities 6. Location of Animals, Rides, Attractions 7. Janitorial Facilities Note: Include distances of toilet facilities and animals from food booths. Toilets should be located within 200 feet, and animals should be 20 feet away from food/beverage facilities at all times.	Single Event Vendor Food Preparation: <input type="checkbox"/> 1-2 days (\$56) <input type="checkbox"/> 3-25 days (\$83)
	Single Event Vendor Prepackaged/Sampling: <input type="checkbox"/> 1-2 days (\$20) <input type="checkbox"/> 3-25 days (\$31)
	Subtotal:
	Veteran Exemption:
	Tulare County Permitted Mobile:
	Tulare County Caterer:
	Tulare County Annual Single Vendor: Tulare County Annual prepackaged/Food Sampling:
Total TFF:	

(OFFICE USE ONLY) Payment Type: _____ FA: _____ Receipt #: _____ OA Initials: _____ Paid Amount: _____



City Council Staff Report

Department: CITY MANAGER'S OFFICE

June 27, 2017

To: Mayor and City Council

From: Luis Patlan, City Manager

By: Daniel James, IT/Records Manager

Subject: Successor Agency to the Dinuba Redevelopment Agency to Accept Transfer of Title for Real Property at 250 South L Street (LP)

RECOMMENDATION

Successor Agency to accept the buyer's Deed in Lieu of Foreclosure conveying the transfer of title of real property located at 250 S. L St. (APN: 017-141-015), and authorize the City Manager to sign and execute all documentation associated with the transfer of title.

EXECUTIVE SUMMARY

The City of Dinuba Redevelopment Agency originally sold the subject property at 250 S. L St. to Zarmig, LLC with a deed of trust which was secured by a promissory note in the amount of \$407,665.00 on July 13, 2010. Zarmig, LLC has communicated that the business is shuttered and no longer capable of making the scheduled monthly note payments. The owner is requesting that the Successor Agency to the Dinuba Redevelopment Agency accept a Deed in Lieu of Foreclosure. Foreclosure proceeding would be time consuming and costly. The Deed in Lieu of Foreclosure enclosed as Attachment 'A' will transfer ownership of the property and fully satisfy of all obligations secured by the deed of trust executed by Zarmig, LLC.

OUTSTANDING ISSUES

None.

DISCUSSION

Since taking ownership of the property, Zarmig, LLC has made timely payments on the promissory note. However, due to the need for major roof repair and recent health department closure of the commercial kitchen (also due to roof issues), the business owners have indicated the bowling center is not currently capable of generating the

necessary profit in its current state to continue to make the scheduled note payments.

City staff has visually inspected the exterior surface of the roof and has confirmed the damage and need for repairs. The business owners do not have the financial capacity to complete the necessary roof repairs required to restore the facility to fully operational status. The current unpaid balance on the promissory is \$329,963.48, which will be fully satisfied following the transfer of title.

Staff is recommending that the Successor Agency accept the Deed in Lieu of Foreclosure in order to avoid costly and time consuming foreclosure proceedings.

FISCAL IMPACT

Following title transfer, the City will absorb general utilities, maintenance, security, and insurance costs. Estimated monthly expenses for periods of non-use are expected to be less than \$300.

PUBLIC HEARING

None required.

ATTACHMENTS:

Attachment A - Buyers Escrow Package

RECORDING REQUESTED BY:
Chicago Title Company

**When Recorded Mail Document
and Tax Statement To:**

Luis Patlan
City of Dinuba
405 El Monte Way
Dinuba, CA 93618

Title No.: FWVI-TO17000931

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Escrow Order No.: FWFM-4461700374

Property Address: 250 S L Street,
Dinuba, CA 93618

APN/Parcel ID(s): 017-141-015

DEED IN LIEU OF FORECLOSURE

The undersigned grantor(s) declare(s)

- ☒ The Grantee(s) herein was the beneficiary(ies).
- ☒ The amount of the unpaid debt was \$329,963.48
- ☒ The amount paid by the Grantee(s) was \$329,963.48
- ☐ This documentary transfer tax is \$0.00

The property is located in ☒ the City of Dinuba.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Zarmig, LLC,

hereby GRANT(S) to City of Dinuba, a municipal corporation

the following described real property in the City of Dinuba, County of Tulare, State of California:

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

This deed is an absolute conveyance, the grantor(s) having sold said land to the grantee(s) for a fair and adequate consideration, such consideration, in addition to that above recited, being full satisfaction of all obligations secured by the deed of trust executed by Zarmig, LLC to City of Dinuba recorded on July 31, 2010 as Instrument No. 2010-0046129 of Official Records of Tulare County, State of California.

Grantor(s) declare that this conveyance is freely and fairly made, and that there are no agreements, oral or written, other than this deed between grantor(s) and grantee(s) with respect to said land.

MAIL TAX STATEMENTS AS DIRECTED ABOVE

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 017-141-015

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

Lots 22, 23, 24 and 25 in Block 29 of the City of Dinuba, in the City of Dinuba, County of Tulare, State of California, as shown on map filed Book 3, Page 15 of Maps, in the office of the County Recorder of said County.

Together with the Northwesterly 18.00 feet of Lot 21 in Block 29 of the City of Dinuba, In the City of Dinuba, County of Tulare, State of California, as shown on map filed Book 3, Page 15 of Maps, in the office of the County Recorder of said County.

MAIL TAX STATEMENTS AS DIRECTED ABOVE

DEED IN LIEU OF FORECLOSURE

(continued)

APN/Parcel ID(s): 017-141-015

Dated: June 7, 2017

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Zarmig, LLC

BY:

Armen N. Majarian

Armen N. Majarian, Trustee of the Armen and Eileen Revocable Living Trust dated October 30, 2003 MANAGING MEMBER

BY:

Eileen S. Majarian

Eileen S. Majarian, Trustee of the Armen and Eileen Majarian Revocable Living Trust dated October 30, 2003 MANAGING MEMBER

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

State of

California

County of

Fresno

On

6-14-17

before me,

C. Cauthen

, Notary Public,

(here insert name and title of the officer)

personally appeared

Armen N. Majarian and Eileen S. Majarian

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

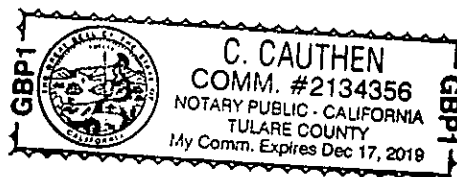
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

C. Cauthen

(Seal)



MAIL TAX STATEMENTS AS DIRECTED ABOVE

ESTOPPEL AFFIDAVIT

Affidavit of Individual Giving Deed In Lieu of Foreclosure

Escrow No.: FWFM-4461700374CC\NM

Title No.: FWVI-TO17000931

Zarmig, LLC, being first duly sworn, each for himself/herself/themselves, deposes and says:

That he/she/they is/are the identical party(ies) who made, executed, and delivered that certain Deed in Lieu of Foreclosure to City of Dinuba dated June 7, 2017, conveying the following described property, to wit:

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

That affiant(s) now are, and at all times herein mentioned, were Zarmig, LLC.

That the aforesaid Deed is intended to be and is an absolute conveyance of the title to said premises to the Grantee named therein, and was not and is not now intended as a mortgage, trust conveyance, or security of any kind; that it was the intention of affiant(s) as Grantor(s) in said Deed to convey, and by said Deed these affiant(s) did convey to the Grantee therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to the Grantee;

That in the execution and delivery of said Deed affiant(s) were not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and were not acting under coercion or duress;

That the consideration for said Deed was and is payment to affiant(s) of the sum of Three hundred twenty nine thousand nine hundred sixty three and 48/100 Dollars (\$329963.48), by Grantee, and the full cancellation of all debts, obligations, costs, and charges secured by that certain Deed of Trust heretofore existing on said property executed by Zarmig, LLC, Trustor, to Chicago Title Company as Trustee, for City of Dinuba, as Beneficiary, dated July 13, 2010, and recorded July 31, 2010, as Instrument No. 2010-0046129 of Official Records, County of Tulare, State of California, and the reconveyance of said property under said Deed of Trust; that at the time of making said Deed affiant(s) believed and now believe that the aforesaid consideration therefore represents the fair value of the property so deeded;

This affidavit is made for the protection and benefit of the Grantee in said Deed, his successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described, and particularly for the benefit of Chicago Title Insurance Company which is about to insure the title to said property in reliance thereon, and any other title company which may hereafter insure the title to said property;

ESTOPPEL AFFIDAVIT
Affidavit of Individual Giving Deed in Lieu of Foreclosure
(continued)

That affiant(s) and each of them will testify, declare, depose or certify before any competent tribunal, officer, or person, in any case now pending or which may hereafter be instituted, to the truth of the particular facts hereinabove set forth.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Zarmig, LLC

BY: _____

Armen N. Majarian, Trustee of the Armen and Eileen Revocable Living Trust dated October 30, 2003
MANAGING MEMBER

BY: _____

Eileen S. Majarian, Trustee of the Armen and Eileen Majarian Revocable Living Trust dated October 30, 2003
MANAGING MEMBER

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

State of _____

County of _____

Subscribed and sworn to (or affirmed) before me on this 14 day of June, 2017,
by Armen N. Majarian and Eileen S. Majarian, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal)

Signature

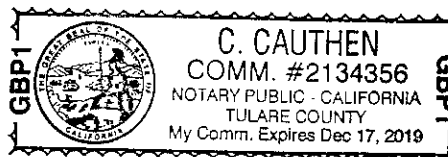


EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 017-141-015

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

Lots 22, 23, 24 and 25 in Block 29 of the City of Dinuba, in the City of Dinuba, County of Tulare, State of California, as shown on map filed Book 3, Page 15 of Maps, in the office of the County Recorder of said County.

Together with the Northwesterly 18.00 feet of Lot 21 in Block 29 of the City of Dinuba, In the City of Dinuba, County of Tulare, State of California, as shown on map filed Book 3, Page 15 of Maps, in the office of the County Recorder of said County.



Chicago Title Company

1140 F Street, Suite 103, Reedley, CA 93654

Phone: (559)638-8348 | FAX: (559)638-9876

ESTIMATED SELLER'S STATEMENT

Settlement Date:

Disbursement Date:

Borrower: City of Dinuba
405 El Monte Way
Dinuba, CA 93618

Seller: Zarmig, LLC

Property: 250 S L Street
Dinuba, CA 93618
Parcel ID(s): 017-141-015

Escrow Number: FWFM-4461700374

Escrow Officer: Connie Cauthen\ Nora Marroquin

	\$ DEBIT	\$ CREDIT
FINANCIAL CONSIDERATION		
Contract sales price		329,963.00
Debt cancellation	329,963.00	
Subtotals	329,963.00	329,963.00
TOTALS	329,963.00	329,963.00

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements to be made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

SELLER:

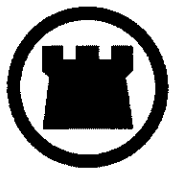
Zarmig, LLC

BY:

Armen N. Majarian
Armen N. Majarian, Trustee of the Armen and Eileen
Revocable Living Trust dated October 30, 2003
MANAGING MEMBER

BY:

Eileen S. Majarian
Eileen S. Majarian, Trustee of the Armen and Eileen
Majarian Revocable Living Trust dated October 30, 2003
MANAGING MEMBER



CHICAGO TITLE COMPANY

PRELIMINARY REPORT APPROVAL

Connie Cauthen\ Nora Marroquin
Escrow Officer
Chicago Title Company
1140 F Street, Suite 103
Reedley, CA 93654
Phone: (559)638-8348 Fax: (559)636-4370

Title No.: FWVI-TO17000931
Escrow No.: FWFM-4461700374CC\NM
Esc. Officer: Connie Cauthen\ Nora Marroquin
Property: 250 S L Street
Dinuba, CA 93618

I have read the Preliminary Report issued by Chicago Title Company, dated May 26, 2017, covering the property described in your above numbered escrow. I know of no other matters pertaining to the condition of title other than stated in this report. Further we approve the legal description as being the property which is the subject of this escrow.

I hereby acknowledge receipt of copy of said Preliminary Report.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

SELLER(S)

Zarmig, LLC

BY:

Armen N. Majarian

Armen N. Majarian, Trustee of the Armen and
Eileen Revocable Living Trust dated October 30, 2003
MANAGING MEMBER

6/14/2017
Date

BY:

Eileen S. Majarian

Eileen S. Majarian, Trustee of the Armen and Eileen
Majarian Revocable Living Trust dated October 30,
2003 MANAGING MEMBER

6/14/2017
Date



CHICAGO TITLE COMPANY

DEED IN LIEU ESCROW INSTRUCTIONS

Connie Cauthen\ Nora Marroquin
Escrow Officer
Chicago Title Company
1140 F Street, Suite 103
Reedley, CA 93654
Phone: (559)638-8348 Fax: (559)636-4370

Date: June 7, 2017
Title No.: FWVI-TO17000931
Escrow No.: FWFM-4461700374CC\NM
Property: 250 S L Street
Dinuba, CA 93618

Zarmig, LLC, Seller(s) herein will hand you a Deed in Lieu of Foreclosure with Estoppel Affidavit, conveying the property described herein to:

City of Dinuba, Buyer(s).

Buyer(s) herein will hand you the following:

1. Original Deed of Trust dated July 13, 2010 and recorded on July 31, 2010 as Instrument No. 2010-0046129 of Official Records of Tulare County, State of California in the original amount of Four Hundred Seven Thousand Six Hundred Sixty-Five And No/100 Dollars (\$407,665.00).
2. Original Note in the amount of Four Hundred Seven Thousand Six Hundred Sixty-Five And No/100 Dollars (\$407,665.00) secured by the above described Deed of Trust.
3. Request for Full Reconveyance duly executed.

Which you are instructed to use when you can obtain a CLTA Standard Coverage Policy 1990 (04-08-14) policy of title insurance with liability not less than Four Hundred Fifty Thousand And No/100 Dollars (\$450,000.00), describing the land in the City of Dinuba, County of Tulare, State of California, more fully described as follows:

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

Commonly known as: 250 S L Street, Dinuba, CA 93618

Showing fee title in said land vested in: City of Dinuba

Subject To:

1. Real property general and special taxes for the 2016/17 installment of the fiscal year 2017/18, and subsequent years, including reassessments if any and including any special district levies or personal property taxes, payment for which are included therein and collected therewith and improve bond assessments, when applicable.
2. The lien of supplemental taxes, if any, assessed.
3. Covenants, conditions, restrictions, right of way, easements and reservations of record.

Grant Deed/Conveyance:

The grant deed to record is to contain the following provision:

This deed is an absolute conveyance, the grantor(s) having sold said land to the grantee(s) for a fair and adequate consideration, such consideration, in addition to that above recited, being full satisfaction of all obligations secured by the deed of trust executed by Zarmig, LLC to City of Dinuba recorded on July 31, 2010 as Instrument No. 2010-0046129 of Official Records of Tulare County, State of California.

Grantor(s) declare that this conveyance is freely and fairly made, and that there are no agreements, oral or written, other than this deed between grantor(s) and grantee(s) with respect to said land.

**DEED IN LIEU
ESCROW INSTRUCTIONS**
(continued)

Buyer herein agrees to the following:

1. To pay all costs involved in this transaction.
2. In the event there is an existing first trust deed now of record Escrow Holder is not to order a beneficiary statement regarding the condition of the loan now of record. Escrow Holder is not to be held liable or responsible for same.
3. The preliminary report to be delivered to the buyer for approval prior to recording of the Deed in Lieu of Foreclosure. Failure to notify Escrow Holder of disapproval in writing will be deemed approved at the close of escrow.
4. Property taxes are to remain as stated in the preliminary report and you as Escrow Holder are not to be concerned whatsoever.

With the execution of these Instructions, Deed in Lieu of Foreclosure and Estoppel Affidavit, Escrow Holder is authorized and instructed to close escrow. The Grantor is aware there is NO FUNDS DUE OR PAYABLE for the use and recording of the Grant Deed and Estoppel Affidavit to record at the close of escrow.

No hazard insurance to be ordered through this transaction.

GENERAL PROVISIONS

1. DEPOSIT OF FUNDS

The law dealing with the disbursement of funds requires that all funds be available for withdrawal as a matter of right by the title entity's escrow and/or sub escrow account prior to disbursement of any funds. Only cash or wire-transferred funds can be given immediate availability upon deposit. Cashier's checks, teller's checks and Certified checks may be available one business day after deposit. All other funds such as personal, corporate or partnership checks and drafts are subject to mandatory holding periods which may cause material delays in disbursement of funds in this escrow. In order to avoid delays, all fundings should be wire transferred. Outgoing wire transfers will not be authorized until confirmation of the respective incoming wire transfer or of availability of deposited checks.

Deposit of funds into general escrow trust account unless instructed otherwise. You may instruct Escrow Holder to deposit your funds into an interest bearing account by signing and returning the "Escrow Instructions - Interest Bearing Account". If you do not so instruct us, then all funds received in this escrow shall be deposited with other escrow funds in one or more general escrow trust accounts, which include both non-interest bearing demand accounts and other depository accounts of Escrow Holder, in any state or national bank or savings and loan association insured by the Federal Deposit Insurance Corporation (the "depository institutions") and may be transferred to any other such escrow trust accounts of Escrow Holder or one of its affiliates, either within or outside the State of California. A general escrow trust account is restricted and protected against claims by third parties and creditors of Escrow Holder and its affiliates.

Receipt of benefits by Escrow Holder and affiliates. The parties to this escrow acknowledge that the maintenance of such general escrow trust accounts with some depository institutions may result in Escrow Holder or its affiliates being provided with an array of bank services, accommodations or other benefits by the depository institution. Some or all of these benefits may be considered interest due you under California Insurance Code Section 12413.5. Escrow Holder or its affiliates also may elect to enter into other business transactions with or obtain loans for investment or other purposes from the depository institution. All such services, accommodations, and other benefits shall accrue to Escrow Holder or its affiliates and Escrow Holder shall have no obligation to account to the parties to this escrow for the value of such services, accommodations, interest or other benefits.

Said funds will not earn interest unless the instructions otherwise specifically state that funds shall be deposited in an interest-bearing account. All disbursements shall be made by check of Chicago Title Company. The principals to this escrow are hereby notified that the funds deposited herein are insured only to the limit provided by the Federal Deposit Insurance Corporation. Any instruction for bank wire will provide reasonable time or notice for Escrow Holder's compliance with such instruction. Escrow Holder's sole duty and responsibility shall be to place said wire transfer instructions with its wiring bank upon confirmation of (1) satisfaction of conditions precedent or (2) document recordation at close of escrow. Escrow Holder will NOT be held responsible for lost interest due to wire delays caused by any bank or the Federal Reserve System, and recommends that all parties make themselves aware of banking regulations with regard to placement of wires.

In the event there is insufficient time to place a wire upon any such confirmation or the wires have closed for the day, the parties agree to provide written instructions for an alternative method of disbursement. WITHOUT AN ALTERNATIVE DISBURSEMENT INSTRUCTION, FUNDS WILL BE HELD IN TRUST IN A NON-INTEREST BEARING ACCOUNT UNTIL THE NEXT OPPORTUNITY FOR WIRE PLACEMENT.

2. PRORATIONS AND ADJUSTMENTS

All prorations and/or adjustments called for in this escrow are to be made on the basis of a thirty (30) day month unless otherwise instructed in writing. You are to use information contained on last available tax statement, rental statement as provided by the Seller, beneficiary's statement and fire insurance policy delivered into escrow for the prorations provided for herein.

3. SUPPLEMENTAL TAXES

The within described property may be subject to supplemental real property taxes due to the change of ownership taking place through this escrow. Any supplemental real property taxes arising as a result of the transfer of the property to Buyer shall be the sole responsibility of Buyer and any supplemental real property taxes arising prior to the closing date shall be the sole responsibility of the Seller. TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER.

4. UTILITIES/POSSESSION

Transfer of utilities and possession of the premises are to be settled by the parties directly and outside escrow.

5. PREPARATION AND RECORDATION OF INSTRUMENTS

Escrow Holder is authorized to prepare, obtain, record and deliver the necessary instruments to carry out the terms and conditions of this escrow and to order the policy of title insurance to be issued at close of escrow as called for in these instructions. Close of escrow shall mean the date instruments are recorded.

6. AUTHORIZATION TO FURNISH COPIES

You are authorized to furnish copies of these instructions, supplements, amendments, notices of cancellation and closing statements, to the Real Estate Broker(s) and Lender(s) named in this escrow.

GENERAL PROVISIONS

(continued)

7. RIGHT OF CANCELLATION

Any principal instructing you to cancel this escrow shall file notice of cancellation in your office in writing. You shall, within two (2) working days thereafter, deliver, one (1) copy of such notice to each of the other principals at the addresses stated in this escrow. UNLESS WRITTEN OBJECTION TO CANCELLATION IS FILED IN YOUR OFFICE BY A PRINCIPAL WITHIN TEN (10) DAYS AFTER DATE OF SUCH DELIVERY, YOU ARE AUTHORIZED TO COMPLY WITH SUCH NOTICE AND DEMAND PAYMENT OF YOUR CANCELLATION CHARGES. If written objection is filed, you are authorized to hold all money and instruments in this escrow and take no further action until otherwise directed, either by the principals' mutual written instructions, or by final order of a court of competent jurisdiction.

8. PERSONAL PROPERTY

No examination or insurance as to the amount or payment of personal property taxes is required unless specifically requested.

By signing these General Provisions, the parties to the escrow hereby acknowledge that they are indemnifying the Escrow Holder against any and all matters relating to any "Bulk Sales" requirements, and instruct Escrow Agent to proceed with the closing of escrow without any consideration of matter of any nature whatsoever regarding "Bulk Sales" being handled through escrow.

9. RIGHT OF RESIGNATION

Escrow Holder has the right to resign upon written notice delivered to the principals herein. If such right is exercised, all funds and documents shall be returned to the party who deposited them and Escrow Holder shall have no liability hereunder.

10. AUTHORIZATION TO EXECUTE ASSIGNMENT OF HAZARD INSURANCE POLICIES

Either Buyer, Seller and/or Lender may hand you the insurance agent's name and insurance policy information, and you are to execute, on behalf of the principals hereto, form assignments of interest in any insurance policy (other than title insurance) called for in this escrow, forward assignment and policy to the insurance agent, requesting that the insurer consent to such transfer and/or attach a loss payable clause and/or such other endorsements as may be required, and forward such policy(s) to the principals entitled thereto. It is not your responsibility to verify the information handed you or the assignability of said insurance. Your sole duty is to forward said request to insurance agent at close of escrow.

Further, there shall be no responsibility upon the part of Escrow Holder to renew hazard insurance policy(s) upon expiration or otherwise keep it in force either during or subsequent to the close of escrow. Cancellation of any existing hazard insurance policies is to be handled directly by the principals, and outside of escrow.

11. ACTION IN INTERPLEADER

The principals hereto expressly agree that you, as Escrow Holder, have the absolute right at your election to file an action in interpleader requiring the principals to answer and litigate their several claims and rights among themselves and you are authorized to deposit with the clerk of the court all documents and funds held in this escrow. In the event such action is filed, the principals jointly and severally agree to pay your cancellation charges and costs, expenses and reasonable attorney's fees which you are required to expend or incur in such interpleader action, the amount thereof to be fixed and judgment therefore to be rendered by the court. Upon the filing of such action, you shall thereupon be fully released and discharged from all obligations imposed by the terms of this escrow or otherwise.

12. TERMINATION OF AGENCY OBLIGATION

If there is no action taken on this escrow within six (6) months after the "time limit date" as set forth in the escrow instructions or written extension thereof, your agency obligation shall terminate at your option and all documents, monies or other items held by you shall be returned to the parties depositing same. In the event of cancellation of this escrow, whether it be at the request of any of the principals or otherwise, the fees and charges due Chicago Title Company, including expenditures incurred and/or authorized shall be borne equally by the parties hereto (unless otherwise agreed to specifically).

13. CONFLICTING INSTRUCTIONS

Upon receipt of any conflicting instructions, you are to take no action in connection with this escrow until non-conflicting instructions are received from all of the principals to this escrow (subject to sections 7, 9, 11 and 12 above).

14. DELIVERY/RECEIPT

Delivery to principals as used in these instructions unless otherwise stated herein is to be by hand in person to the principal, regular mail, email or fax to any of the contact information provided in these instructions. If delivered by regular mail receipt is determined to be seventy-two (72) hours after such mailing. All documents, balances and statements due to the undersigned may be delivered to the contact information shown herein. All notices, change of instructions, communications and documents are to be delivered in writing to the office of Chicago Title Company as set forth herein.

15. STATE/FEDERAL CODE NOTIFICATIONS

According to Federal Law, the Seller, when applicable, will be required to complete a sales activity report that will be utilized to generate a 1099 statement to the Internal Revenue Service.

Pursuant to State Law, prior to the close of escrow, Buyer will provide Escrow Holder with a Preliminary Change of Ownership Report. In the event said report is not handed to Escrow Holder for submission to the County in which subject property is located, upon recording of the

GENERAL PROVISIONS

(continued)

Grant Deed, Buyers acknowledge that the applicable fee will be assessed by said County and Escrow Holder shall debit the account of Buyer for same at close of escrow.

16. NON-RESIDENT ALIEN

The Foreign Investment in Real Property Tax Act (FIRPTA), Title 26 U.S.C., Section 1445, and the regulations there under, provide in part, that a transferee (buyer) of a U.S. real property interest from a foreign person must withhold a statutory percentage of the amount realized on the disposition, report the transaction and remit the withholding to the Internal Revenue Service (IRS) within twenty (20) days after the transfer. Chicago Title Company will not determine nor aid in the determination of whether the FIRPTA withholding provisions are applicable to the subject transaction, nor act as a Qualified Substitute under state or federal law, nor furnish tax advice to any party to the transaction. Chicago Title Company will not determine nor aid in the determination of whether the transaction will qualify for an exception or an exemption and is not responsible for the filing of any tax forms with the IRS as they relate to FIRPTA, nor responsible for collecting and holding of any documentation from the buyer or seller on the buyer's behalf for the purpose of supporting a claim of an exception or exemption. Chicago Title Company is not an agent for the buyer for the purposes of receiving and analyzing any evidence or documentation that the seller in the subject transaction is a U.S. citizen or resident alien. Chicago Title Company is not responsible for the payment of this tax and/or penalty and/or interest incurred in connection therewith and such taxes are not a matter covered by the Owner's Policy of Title Insurance to be issued to the buyer. Chicago Title Company is not responsible for the completion of any IRS documents or related forms related to the referenced statute. The buyer is advised: they must independently make a determination of whether the contemplated transaction is subject to the withholding requirement; bear full responsibility for compliance with the withholding requirement if applicable and/or for payment of any tax, interest, penalties and/or other expenses that may be due on the subject transaction; and they are responsible for the completion of any and all forms, including but not limited to applicable IRS documentation, and the mailing of those forms. The Buyer is advised any forms, documents, or information received from Chicago Title Company is not tax or legal advice and should not be construed as such nor treated as a complete representation of FIRPTA requirements. Buyer should seek outside counsel from a qualified individual to determine any and all implications of the referenced statute.

17. ENCUMBRANCES

Escrow Holder is to act upon any statements furnished by a lienholder or his agent without liability or responsibility for the accuracy of such statements. Any adjustments necessary because of a discrepancy between the information furnished Escrow Holder and any amount later determined to be correct shall be settled between the parties direct and outside of escrow.

You are authorized, without the need for further approval, to debit my account for any fees and charges that I have agreed to pay in connection with this escrow, and for any amounts that I am obligated to pay to the holder of any lien or encumbrance to establish the title as insured by the policy of title insurance called for in these instructions. If for any reason my account is not debited for such amounts at the time of closing, I agree to pay them immediately upon demand, or to reimburse any other person or entity who has paid them.

18. ENVIRONMENTAL ISSUES

Chicago Title Company has made no investigation concerning said property as to environmental/toxic waste issues. Any due diligence required or needed to determine environmental impact as to forms of toxification, if applicable, will be done directly and by principals outside of escrow. Chicago Title Company is released of any responsibility and/or liability in connection therewith.

19. USURY

Escrow Holder is not to be concerned with any questions of usury in any loan or encumbrance involved in the processing of this escrow and is hereby released of any responsibility or liability therefore.

20. DISCLOSURE

Escrow Holder's knowledge of matters affecting the property, provided such facts do not prevent compliance with these instructions, does not create any liability or duty in addition to these instructions.

21. FACSIMILE/ELECTRONIC SIGNATURE

Escrow Holder is hereby authorized and instructed that, in the event any party utilizes electronic or "facsimile" transmitted signed documents or instructions to Escrow Holder, you are to rely on the same for all escrow instruction purposes and the closing of escrow as if they bore original signatures. "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law.

22. CLARIFICATION OF DUTIES

Chicago Title Company serves ONLY as an Escrow Holder in connection with these instructions and cannot give legal advice to any party hereto.

Escrow Holder is not to be held accountable or liable for the sufficiency or correctness as to form, manner of execution, or validity of any instrument deposited in this escrow, nor as to the identity, authority or rights of any person executing the same. Escrow Holder's duties hereunder shall be limited to the proper handling of such money and the proper safekeeping of such instruments, or other documents received by Escrow Holder, and for the disposition of same in accordance with the written instructions accepted by Escrow Holder.

The agency and duties of Escrow Holder commence only upon receipt of copies of these Escrow Instructions executed by all parties.

GENERAL PROVISIONS

(continued)

23. FUNDS HELD IN ESCROW

When the company has funds remaining in escrow over ninety (90) days after close of escrow or estimated close of escrow, the Company shall impose a monthly holding fee of Twenty-Five and No/100 Dollars (\$25.00) that is to be charged against the funds held by the Company.

THIS AGREEMENT IN ALL PARTS APPLIES TO, INURES TO THE BENEFIT OF, AND BINDS ALL PARTIES HERETO, THEIR HEIRS, LEGATEES, DEVISEES, ADMINISTRATORS, EXECUTORS, SUCCESSORS AND ASSIGNS, AND WHENEVER THE CONTEXT SO REQUIRES THE MASCULINE GENDER INCLUDES THE FEMININE AND NEUTER, AND THE SINGULAR NUMBER INCLUDES THE PLURAL. THESE INSTRUCTIONS AND ANY OTHER AMENDMENTS MAY BE EXECUTED IN ANY NUMBER OF COUNTERPARTS, EACH OF WHICH SHALL BE CONSIDERED AS AN ORIGINAL AND BE EFFECTIVE AS SUCH.

MY SIGNATURE HERETO CONSTITUTES INSTRUCTION TO ESCROW HOLDER OF ALL TERMS AND CONDITIONS CONTAINED IN THIS AND ALL PRECEDING PAGES AND FURTHER SIGNIFIES THAT I HAVE READ AND UNDERSTAND THESE GENERAL PROVISIONS.

Chicago Title Company conducts escrow business under License No. 350 issued by the California Department of Insurance.

END OF INSTRUCTIONS

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

BORROWER(S):

City of Dinuba

BY: _____
Luis Patlan
City Manager

Date

Forwarding Address:

Phone: _____

Fax: _____

Email: _____

SELLER(S):

Zarmig, LLC

BY: Armen N. Majarian
Armen N. Majarian, Trustee of the Armen and
Eileen Revocable Living Trust dated October 30, 2003
MANAGING MEMBER

6/14/2017
Date

BY: Eileen S. Majarian
Eileen S. Majarian, Trustee of the Armen and
Eileen Majarian Revocable Living Trust dated October
30, 2003 MANAGING MEMBER

6/14/2017
Date

Forwarding Address:

Phone: _____

Fax: _____

Email: _____

EACH OF THE ABOVE SIGNED STATES THAT HE HAS READ THE FOREGOING INSTRUCTIONS AND UNDERSTANDS AND AGREES WITH THEM.

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 017-141-015

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

Lots 22, 23, 24 and 25 in Block 29 of the City of Dinuba, in the City of Dinuba, County of Tulare, State of California, as shown on map filed Book 3, Page 15 of Maps, in the office of the County Recorder of said County.

Together with the Northwesterly 18.00 feet of Lot 21 in Block 29 of the City of Dinuba, In the City of Dinuba, County of Tulare, State of California, as shown on map filed Book 3, Page 15 of Maps, in the office of the County Recorder of said County.

**FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE**

Effective: May 1, 2015; Last Updated: March 1, 2017

At Fidelity National Financial, Inc., we respect and believe it is important to protect the privacy of consumers and our customers. This Privacy Notice explains how we collect, use, and protect any information that we collect from you, when and to whom we disclose such information, and the choices you have about the use of that information. A summary of the Privacy Notice is below, and we encourage you to review the entirety of the Privacy Notice following this summary. You can opt-out of certain disclosures by following our opt-out procedure set forth at the end of this Privacy Notice.

<p><u>Types of Information Collected.</u> You may provide us with certain personal information about you, like your contact information, address demographic information, social security number (SSN), driver's license, passport, other government ID numbers and/or financial information. We may also receive browsing information from your Internet browser, computer and/or mobile device if you visit or use our websites or applications.</p>	<p><u>How Information is Collected.</u> We may collect personal information from you via applications, forms, and correspondence we receive from you and others related to our transactions with you. When you visit our websites from your computer or mobile device, we automatically collect and store certain information available to us through your Internet browser or computer equipment to optimize your website experience.</p>
<p><u>Use of Collected Information.</u> We request and use your personal information to provide products and services to you, to improve our products and services, and to communicate with you about these products and services. We may also share your contact information with our affiliates for marketing purposes.</p>	<p><u>When Information Is Disclosed.</u> We may disclose your information to our affiliates and/or nonaffiliated parties providing services for you or us, to law enforcement agencies or governmental authorities, as required by law, and to parties whose interest in title must be determined.</p>
<p><u>Choices With Your Information.</u> Your decision to submit information to us is entirely up to you. You can opt-out of certain disclosure or use of your information or choose to not provide any personal information to us.</p>	<p><u>Information From Children.</u> We do not knowingly collect information from children who are under the age of 13, and our website is not intended to attract children.</p>
<p><u>Privacy Outside the Website.</u> We are not responsible for the privacy practices of third parties, even if our website links to those parties' websites.</p>	<p><u>International Users.</u> By providing us with you information, you consent to its transfer, processing and storage outside of your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.</p>
<p><u>The California Online Privacy Protection Act.</u> Some FNF companies provide services to mortgage loan servicers and, in some cases, their websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.</p>	
<p><u>Your Consent To This Privacy Notice.</u> By submitting information to us or by using our website, you are accepting and agreeing to the terms of this Privacy Notice.</p>	<p><u>Access and Correction; Contact Us.</u> If you desire to contact us regarding this notice or your information, please contact us at privacy@fnf.com or as directed at the end of this Privacy Notice.</p>

**FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE**

Effective: May 1, 2015; Last Updated: March 1, 2017

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing title insurance, real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. We will take reasonable steps to ensure that your Personal Information and Browsing Information will only be used in compliance with this Privacy Notice and applicable laws. This Privacy Notice is only in effect for Personal Information and Browsing Information collected and/or owned by or on behalf of FNF, including Personal Information and Browsing Information collected through any FNF website, online service or application (collectively, the "Website").

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- social security number (SSN), driver's license, passport, and other government ID numbers;
- financial account information; and
- other personal information needed from you to provide title insurance, real estate- and loan-related services to you.

Browsing Information. FNF may collect the following categories of Browsing Information:

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language and type;
- domain name system requests;
- browsing history, such as time spent at a domain, time and date of your visit and number of clicks;
- http headers, application client and server banners; and
- operating system and fingerprinting data.

How Information is Collected

In the course of our business, we may collect *Personal Information* about you from the following sources:

- applications or other forms we receive from you or your authorized representative;
- the correspondence you and others send to us;
- information we receive through the Website;
- information about your transactions with, or services performed by, us, our affiliates or nonaffiliated third parties; and
- information from consumer or other reporting agencies and public records maintained by governmental entities that we obtain directly from those entities, our affiliates or others.

If you visit or use our Website, we may collect *Browsing Information* from you as follows:

- **Browser Log Files.** Our servers automatically log each visitor to the Website and collect and record certain browsing information about each visitor. The Browsing Information includes generic information and reveals nothing personal about the user.
- **Cookies.** When you visit our Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. When you visit a website again, the cookie allows the website to recognize your computer. Cookies may store user preferences and other information. You can choose whether or not to accept cookies by changing your Internet browser settings, which may impair or limit some functionality of the Website.

Use of Collected Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or any affiliate or third party who is obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you and to inform you about our, our affiliates' and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Please see the section "Choices With Your Personal Information" to learn how to limit the discretionary disclosure of your Personal Information and Browsing Information.

Disclosures of your Personal Information may be made to the following categories of affiliates and nonaffiliated third parties:

- to third parties to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to our affiliate financial service providers for their use to market their products or services to you;
- to nonaffiliated third party service providers who provide or perform services on our behalf and use the disclosed information only in connection with such services;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to market financial products or services to you;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoena or court order;
- to lenders, lien holders, judgment creditors, or other parties claiming an interest in title whose claim or interest must be determined, settled, paid, or released prior to closing; and
- other third parties for whom you have given us written authorization to disclose your Personal Information.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any material, document, image, graphic, logo, design, audio, video or any other information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep your Personal Information secure. When we provide Personal Information to our affiliates or third party service providers as discussed in this Privacy Notice, we expect that these parties process such information in compliance with our Privacy Notice or in a manner that is in compliance with applicable privacy laws. The use of your information by a business partner may be subject to that party's own Privacy Notice. Unless permitted by law, we do not disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings. We cannot and will not be responsible for any breach of security by a third party or for any actions of any third party that receives any of the information that is disclosed to us.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you. The uses of your Personal Information and/or Browsing Information that, by law, you cannot limit, include:

- for our everyday business purposes – to process your transactions, maintain your account(s), to respond to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders, or report to credit bureaus;
- for our own marketing purposes;
- for joint marketing with financial companies; and
- for our affiliates' everyday business purposes – information about your transactions and experiences.

You may choose to prevent FNF from disclosing or using your Personal Information and/or Browsing Information under the following circumstances ("opt-out"):

- for our affiliates' everyday business purposes – information about your creditworthiness; and
- for our affiliates to market to you.

To the extent permitted above, you may opt-out of disclosure or use of your Personal Information and Browsing Information by notifying us by one of the methods at the end of this Privacy Notice. We do not share your personal information with non-affiliates for their direct marketing purposes.

For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account. In addition, we will not share information about your creditworthiness with our affiliates except with your authorization. For joint marketing in Vermont, we will only disclose your name, contact information and information about your transactions.

Information From Children

The Website is meant for adults and is not intended or designed to attract children under the age of thirteen (13). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian. By using the Website, you affirm that you are over the age of 13 and will abide by the terms of this Privacy Notice.

Privacy Outside the Website

The Website may contain links to other websites. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States or are a citizen of the European Union, please note that we may transfer your Personal Information and/or Browsing Information outside of your country of residence or the European Union for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection and transfer of such information in accordance with this Privacy Notice.

The California Online Privacy Protection Act

For some FNF websites, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer via the website. The information which we may collect on behalf of the mortgage loan servicer is as follows:

- first and last name;
- property address;
- user name and password;
- loan number;
- social security number - masked upon entry;
- email address;
- three security questions and answers; and
- IP address.

The information you submit through the website is then transferred to your mortgage loan servicer by way of CCN.

The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.

CCN does not share consumer information with third parties, other than (1) those with which the mortgage loan servicer has contracted to interface with the CCN application, or (2) law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled "Choices with Your Information" and "Access and Correction." If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

Your Consent To This Privacy Notice

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information by us in compliance with this Privacy Notice. Amendments to the Privacy Notice will be posted on the Website. Each time you provide information to us, or we receive information about you, following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing with our affiliates for their marketing purposes, please send your requests to privacy@fnf.com or by mail or phone to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Companies

CTC – Chicago Title Company
CLTC – Commonwealth Land Title Company
FNTC – Fidelity National Title Company
FNTCCA – Fidelity National Title Company of California
TICOR – Ticor Title Company of California
LTC – Lawyer's Title Company

Underwritten by FNF Underwriters

CTIC – Chicago Title Insurance Company
CLTIC – Commonwealth Land Title Insurance Company
FNTIC – Fidelity National Title Insurance Company
FNTIC – Fidelity National Title Insurance Company
CTIC – Chicago Title Insurance Company
CLTIC – Commonwealth Land Title Insurance Company

Available Discounts

CREDIT FOR PRELIMINARY TITLE REPORTS AND/OR COMMITMENTS ON SUBSEQUENT POLICIES (CTIC, FNTIC)

Where no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within twelve (12) to thirty-six (36) months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge.

DISASTER LOANS (CTIC, CLTIC, FNTIC)

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be thirty-two percent (32%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

CERTIFICATE OF ACCEPTANCE
by the

Successor Agency to the Dinuba Redevelopment Agency

NO RECORDING FEES DUE AS PER
GOV CODE #27383 OR #6103.

This is to certify that the interest in real property (APN 017-141-015) conveyed by the Grant Deed dated June 7, 2017 from Grantor(s) Zarmig, LLC to the CITY OF DINUBA, a governmental agency is hereby accepted by order of the DINUBA CITY COUNCIL on June 27, 2017 and the grantee consents to recordation thereof by its duly authorized officer.

Dated: June 27, 2017

Scott Harness, Mayor
City of Dinuba



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

State of California)
County of Tulare)

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

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

WITNESS my hand and official seal.

Notary Public



City Council Staff Report

Department: CITY MANAGER'S OFFICE

June 27, 2017

To: Mayor and City Council

From: Luis Patlan, City Manager

By: Linda Barkley, Deputy City Clerk

Subject: Appointment of Daniel James to the Dinuba Successor Agency Oversight Board (LP)

RECOMMENDATION

Council appoint Daniel James to serve on the Dinuba Successor Agency Oversight Board representing employees of the former Dinuba Redevelopment Agency.

EXECUTIVE SUMMARY

The original seven-member Successor Agency Oversight Board was appointed in January 2012 to oversee the actions taken by the Successor Agency to the Dinuba Redevelopment Agency (RDA), in accordance with AB 26. The City Council appointed former city staff member Daniel L. Meinert to the Successor Agency Oversight Board to represent employees of the former RDA. Mr. Meinert recently passed away leaving a vacancy on the Oversight Board. Daniel James is recommended to fill the vacancy on the Oversight Board.

OUTSTANDING ISSUES

None.

DISCUSSION

California Redevelopment Agencies were dissolved effective February 1, 2012 with the passage of AB 26. As part of the dissolution, the City Council of the City of Dinuba agreed to serve as the Successor Agency to oversee the winding up of the former RDA activities and obligations. The legislation also created an Oversight Board comprised of specific agency representatives to review and make recommendations on the dissolution of the former RDA (i.e., approving enforceable obligations, disposal of assets and properties of the those former RDA, etc.).

The Oversight Board was originally made up of the following individuals:

- Ed Todd - appointed by Dinuba City Mayor*
- Steve Worthley - appointed by the Tulare County Board of Supervisors
- Larry Roberts - appointed by the Alta Hospital District
- Art Pena - appointed by the Tulare County Board of Supervisors
- Janet Hinesly - appointed by State Community College Chancellors Office*
- Dan Meinert - appointed by the City Council*
- Mary Villarreal - appointed by the Tulare County Office of Education

With the recent passing of Daniel Meinert, there are currently three vacancies* on the Oversight Board. Staff is recommending that the City Council appoint Daniel James to the Oversight Board. There are no term limits for this appointment.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.



City Council Staff Report

Department: PUBLIC WORKS

June 27, 2017

To: Mayor and City Council

From: Blanca Beltran, Public Works Director

By: Rick Hartley, Building Official

Subject: Award Bid for Clean-up of Maya Theatre Debris (BB)

RECOMMENDATION

Council award the demolition, clean-up and disposal work of the Maya Theatre debris to David Knott Incorporated (DKI) in the amount of \$43,675.00.

EXECUTIVE SUMMARY

As a result of fire damage, the Maya Theatre building located at 100 N. Perry Avenue was demolished. Demolition material was cleared for asbestos and the site can now be cleaned and debris material disposed. City staff obtained three quotes for the work and DKI submitted the lowest bid in the amount of \$43,675.

OUTSTANDING ISSUES

None.

DISCUSSION

The Maya Theatre, located at 100 N. Perry Avenue, was recently purchased by the City as part of the right-of-way acquisition for the future East El Monte Way Widening Phase II project. Measure R funds were used to purchase the property.

On Friday, May 19 the Maya Theatre caught on fire and the building was destroyed. The property was fenced while the debris was tested for asbestos. The results were negative for asbestos. Staff solicited quotes for clearing and disposing of the material. Three quotes were received from the following contractors:

- | | |
|-----------------------|----------|
| 1. Kroeker Demolition | \$45,246 |
|-----------------------|----------|

- | | |
|-----------------------------------|----------|
| 2. David Knott Incorporated (DKI) | \$43,675 |
| 3. Bowen Engineering | \$58,400 |

The scope of work includes demolition of any remaining slabs and footings, disposal and recycling of demolition debris on site; and backfilling and compaction of the site. A copy of the three quotes are enclosed as Attachment 'A'.

Staff recommends awarding the work to DKI at \$43,675.

FISCAL IMPACT

The cost of demolition totaling \$43,675 will be paid for by Measure R Funds as part of the future widening of East El Monte Way.

PUBLIC HEARING

None.

ATTACHMENTS:

Attachment A - Quotes



CA Lic. 924439 A C12 C21 C61/D06

June 16, 2017

City of Dinuba
405 E. El Monte Way
Dinuba, Ca 93618
Attn: Rick Hartley

**Re: Debris Removal and Back Fill
100 Perry Street, Dinuba Ca**

Thank you for the opportunity to submit our proposal on the project referenced above. Below you will find our scope of work and pricing, along with a list of special provisions and exclusions.

Dispose of burnt building debris along with associated slab and footings. Saw cut North and South concrete wall at an angle to support West concrete wall and adjacent property. Back fill and compact building foot print to bring level with surrounding grade. Back fill material is being provided by the City of Dinuba. Back fill material hauling is based on material being located within a 5 mile radius of job site. Provide compaction test results to the City of Dinuba.

Building debris removal: Price: \$45,246.00

Alternate add for asphalt parking lot demo: Price: \$ 5,675.00

EXCLUSIONS:

Layout, noise control, traffic control, protective covers, temp walls, barricades, shoring, access, surface preparation, hazardous materials, cutting, capping, or demo of utilities, location of utilities not clearly marked, damage to existing facilities not clearly marked, standby time due to the general contractors or subs, demo work for sub-trades unless specified above, survey or asbestos removal.

Agreement:

The price for the above work is as listed, Additional work beyond scope of work will be charged in accordance with the current JKroecker, Inc. rate sheet. Our bid is valid for thirty (30) days. **All C.O.D. projects will require a deposit of 1/3** of the estimated contract amount prior to commencing work, with the balance due upon completion of the job. Projects lasting longer than thirty (30) days will be invoiced on a monthly basis and will be due in thirty (30) days. Our terms are cash, net thirty (30) days. Past due accounts will be charged at 1- 1/2% per month. This is an annual rate of 18%. Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board, Box 26000, Sacramento, CA 95826. JKroecker, Inc policy is to be paid on a 30 day cycle for progress payment on any projects that exceed thirty (30) days.

Thank you for the opportunity to submit this bid. To authorize our services, please sign and return one (1) copy of this letter, which will serve as our agreement and authorization to proceed.

Best Regards,

John Ramirez
Estimator

Print

Signature

Date



June 7, 2017

City of Dinuba
Public Works Department
1088 E. Kamm Ave.
Dinuba, CA 93618
Attn: Rick Hartley
559-591-5922
rhartley@dinuba.ca.gov

Re: Demolition & Clearing of Theatre Structure @ 100 N. Perry Ave., Dinuba, CA

Thank you for the opportunity to quote your project. Below you will find the scope of work and fees.

1. Demolish and dispose/recycle of 6000 square foot theatre structure including all concrete footings, slabs and walks.
2. Backfill theatre void with City of Dinuba provided fill dirt. DKI will load, haul, place and compact to 90% relative compaction and grade area level.
3. Provide compaction tests and report from licensed soils engineer.
4. Provide demolition permit release from San Joaquin Valley Air Pollution Control District with owner provided asbestos survey indicating negative asbestos containing materials.
5. Provide City of Dinuba demolition and sewer cap permits and inspections.
6. Implement City of Dinuba Construction & Demolition debris waste management plan & submit all documentation.
7. Provide dust control during operations
8. Provide Underground Service Alert notification prior to operations.
9. Project quoted at prevailing wage rates.
10. Project quoted with all debris (C & D debris, concrete & asphalt) disposed at Pena's Disposal for recycling.

Total Price \$43,675.00

Alternate # 1.

Remove and dispose/recycle of 11,500 square foot parking lot. \$5675.00

Exclusions: Utilities disconnect.

Please call 559-269-3574 if I can answer any further questions. If quote is acceptable please sign and return.

Regards,

David T. Knott

Accepted _____

4711 N. Blythe Avenue • Fresno, CA 93722
(559) 449-8935 • Fax (559) 276-2520
Contractor's License # 895358

Blanca Beltran

From: Rick Hartley
Sent: Wednesday, June 21, 2017 1:39 PM
To: Blanca Beltran
Subject: FW: City of Dinuba, Maya Theater Demolition

I received this demo cost estimate from Bowen Engineering this morning.

Richard Hartley
Building Official
City of Dinuba
1088 East Kamm Avenue
Dinuba, Ca. 93618

Office Ph. 559-591-5906
Fax: 559-595-1922

From: erikb@bowendemolition.com [<mailto:erikb@bowendemolition.com>]
Sent: Wednesday, June 21, 2017 10:05 AM
To: Rick Hartley
Subject: RE: City of Dinuba, Maya Theater Demolition

Hello Rick,

Our bid amount for the building demo, disposal and backfill is \$ 58,400.00

Our bid amount for the alternate parking lot demo is \$ 9,700.00

Thanks and please let me know if you have any questions.

EB
559-233-7464

----- Original Message -----

Subject: City of Dinuba, Maya Theater Demolition
From: Rick Hartley <RHartley@dinuba.ca.gov>
Date: Mon, June 19, 2017 11:38 am
To: "erikb@bowendemolition.com" <erikb@bowendemolition.com>

Erik,

Do you have the demo and clean-up of the theater property and add/alt for the parking lot ac removal ready? I need it by Wednesday, 6-21. This is a prevailing wage job.

Richard Hartley
Building Official
City of Dinuba
1088 East Kamm Avenue
Dinuba, Ca. 93618

Office Ph. 559-591-5906

Fax: 559-595-1922



City Council Staff Report

Department: CITY MANAGER'S OFFICE

June 27, 2017

To: Mayor and City Council

From: Stephanie Hurtado, Interim Parks & Community Services Director

Subject: Facility Lease Agreement with Tulare County Office of Education (SH)

RECOMMENDATION

Council to approve a three-year facility lease agreement with the Tulare County Office of Education for use of space at the Community Center located at 1390 E. Elizabeth Way for its Home Base Program and authorize the City Manager or designee to execute the agreement.

EXECUTIVE SUMMARY

Since 2011, the City of Dinuba has leased space at the Community Center to the Tulare County Office of Education for their Home Base (preschool) Program. The current lease expires on June 30, 2017. The Office of Education is requesting a three-extension of the lease agreement with monthly rent totaling \$1,395.01.

OUTSTANDING ISSUES

None.

DISCUSSION

The Tulare Office of Education currently operates its Home Base Program at the Community Center. They use Room B (752 sq. ft.) as office space and Room C (952 sq. ft.) for their preschool classroom from August through May.

The preschool program provides invaluable learning and training activities for the kids enrolled in the program and their parents. Teachers engage parents by providing in-home training as well as in a classroom setting at the Community Center.

The proposed lease agreement is for a three-year period from July 1, 2017 through June 30, 2020. The monthly lease payment will be \$1,395.01. Staff supports the

programming provided by the Office of Education and recommends that the Council approve the lease. A copy of the lease agreement is enclosed herein as Attachment 'A'.

FISCAL IMPACT

The Tulare County Office of Education will pay to the City \$1,395.01 per month totaling \$16,740.12 annually for use of Room B and C at the Community Center.

PUBLIC HEARING

None required.

ATTACHMENTS:

Attachment 'A' - Lease Agreement with Tulare COE 2017-2020

**THE CITY OF DINUBA
AND TULARE COUNTY SUPERINTENEDENT OF SCHOOLS**

LEASE AGREEMENT

This lease agreement, by and between the City of Dinuba, whose principal place of business is 405 East El Monte Way, Dinuba, California 93618, a chartered City, (hereinafter referred to as "Lessor/Landlord") and Tulare County Superintendent of Schools Child Care Education Program whose principal address is 7000 W. Doe Avenue, Visalia, California (hereinafter referred to as "Lessee/Tenant").

1. **Lease Premises:** Landlord hereby leases to Tenant and Tenant hereby rents from Landlord that property commonly known as Rooms B & C, at the Dinuba Community Center, located at 1390 E. Elizabeth Way, Dinuba, California. The Lessee accepts the premises as is.
2. **Purpose:** The premises are to be used and occupied by the Tenant for office administrative use, parenting classes, childcare classes and childcare services, associated with the Tulare County Child Care Education Program. Tenant shall allow the Premises to be used for no other purposes without Landlords prior written consent.
3. **Term:** The term of this lease shall be for three (3) years if not terminated as provided herein so long as Tenant maintains the site for the purposes herein specified.
4. **Lease Payment:** As rental for the premises herein leased, Tenant shall pay to Landlord the sum of One Thousand three hundred twenty-four dollars and ninety-two cents (\$1,395.01) per month commencing on July 1, 2017. Rent shall be increased by the California Consumer Price Index each July 1st of the term of this Agreement. First payment shall be due July 1, 2017, and continuing thereafter on the 1st day of each month for the term of this agreement.
5. **Utilities:** City shall be responsible for and shall pay all normal and customary charges made against the Premises for water, gas, refuse disposal, recycling services or other county or municipal charges or public utilities such as electric services ("utilities") during this Agreement. This Agreement does not include communications/telephone service. Tenant shall make arrangements for and pay for communications/telephone service. If Tenant wishes to install wiring/cabling and telephone systems, prior written consent of City is required. In no event shall City be liable for an interruption or failure in the supply of any such services or utilities to the leased Premises.
6. **Term:** The term of this Lease shall be a three (3) year Agreement which shall commence on July 1, 2017 and terminate on June 30, 2020, unless sooner terminated pursuant to this lease. Both parties agree that in the event of a reduction in funding from its funding sources(s), either party may terminate this rental agreement without penalty of any sort,

via submitting advance written notice. Either party shall give written notice to the other, not less than ninety (90) days prior to the effective termination date. Any rents due Landlord will be paid through the effective date of termination of this Agreement, accordingly.

- a. **Loss of Funding:** It is understood that LESSEE is dependent upon funds from other Governmental and private sources. If a reduction in such funding renders LESSEE unable to maintain its program, LESSEE shall have the right to terminate this Lease by providing LESSOR with ninety (90) days prior written notice. The determination as to whether sufficient funds are available to operate shall be within the sole discretion of LESSEE.
- b. **Expansion of Program:** If an increase in available funding allows LESSEE to expand its Program to such an extent that the premises are no longer adequate to house the Program activities, LESSEE shall have the right to terminate this Lease by providing LESSOR with (90) days prior written notice. The determination as to whether the premises provide adequate space to house the Program shall be within the sole discretion of the LESSEE.
- c. **Mutual Consent:** Both parties may terminate this Lease Agreement at any time by written mutual consent.

7. **Compliance with the Law:** The premises shall not be used except for the purposes specified herein. Tenant shall not do or permit anything to be done in or about the premises which will in any way conflict with any law, ordinance, rule or regulation or allow the premises to be used for any improper, immoral, unlawful or objectionable purpose or do or permit to be done anything to disturb the occupants of neighboring property.

8. **Repairs, Improvements and Alterations:** In the event Tenant shall, at any time during the term of this Lease, cause any changes, alterations, additions, improvements, or other work to be done or performed or materials to be supplied, in or upon the Demised Premises:

- a. Tenant shall pay, when due, all sums of money that may become due for, or purporting to be for, any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to or for Tenant in, upon or about the Demised Premises and which may be secured by any mechanics', materialmens' or other liens against the Demised Premises or the Landlord's interest therein, and will cause any such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due, except that, if Tenant desires to contest any such lien it may do so.
- b. Tenant will cause the construction portion of the cost of any such improvement, if any, to be advertised for bid, if advertisement for bid is found to be legally

required, in accordance with the last set of specifications which the Landlord had been given the opportunity to review and approve.

c. Any improvements constructed by Tenant or its agents or subtenants on the Demised Premises are deemed to be the property of Tenant rather than of the Landlord both during the term of this Lease and at the end of the term of this Lease. As such, Tenant may be required by Landlord, at the Tenant's discretion, at the termination of this Lease, to remove any such improvements from the Demised Premises.

d. Tenant agrees to maintain the premises in good condition and repair at its own expense, ordinary wear and tear and damage by fire and the elements expected, the Tenant agrees to commit no waste during the term of this lease.

9. **Assignments and Subleases:** Tenant shall not assign or sublet the premises or any part thereof without obtaining the prior written approval of Landlord.

10. **Indemnification:** Lessee agrees to indemnify, hold harmless and defend City and each of its officers and employees from any and all loss, liability, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, the Tenant or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of the negligent acts or willful misconduct of the Lessee in the performance of this Agreement.

City agrees to indemnify, hold harmless and defend the Lessee and each of its officers and employees from any and all loss, liability, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the Lessee, City or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of the negligent acts or willful misconduct of City in the performance of this Agreement.

11. **Insurance:** Lessee and City shall both at all times during the term of this Agreement carry and maintain public liability and property damage insurance for the joint and several protection of both Lessee and City insuring against all liability of Lessee's and City's authorized representatives, employees, invitees and contractors, arising out of or in connection with Lessee's use and occupancy of the Premises, including without limitation, claims for personal injuries, wrongful death and property damage occurring in, on or about the Premises. Such insurance shall have a single combined liability limit of not less than \$1,000,000. Each shall be a named insured on the other's policy.

12. **Destruction:** In the event the demised premises shall be totally or partially destroyed by fire, earthquake, or other casualty so as to render that part of the demised premises hereby

leased unfit in whole or in part for occupancy, Tenant shall be entitled to a reduction in the rent during the period that such part remains unrepaired or unrestored, in proportion to the amount of floor space unfit for occupancy bears to the total floor space included in the lease; provided, however, that if it should reasonably appear that Landlord cannot or will not restore or repair the premises within ninety (90) days from the date of such damage, either party shall be entitled to terminate the lease by giving the other party notice, in writing, of intention to so terminate ten (10) days before the proposed date of termination.

13. **Compliance with Laws:** The Lessee shall comply with all Federal, State and Local laws, statutes, ordinances, rules, and regulations, and orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including without limitation laws requiring licensing and non-discrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability, national origin, or other prohibited bases.
14. **Notices:** All notices in connection with this Agreement shall be in writing and shall be given by personal delivery or first-class U.S. mail, postage prepaid, to a part at its respective address below:

To the Landlord:

City of Dinuba
Attn: City Manager
405 E. El Monte Way
Dinuba, CA 93618

To the Tenant:

Tulare County Superintendent of Schools
Early Childhood Education Program
7000 Doe Ave, Suite C
Visalia, CA 93291

Notice by personal delivery shall be effective upon delivery; notice by mail shall be effective upon receipt or three days after the postmark date, whichever is earlier.

15. **Attorney's Fees:** If either party commences legal action or arbitration to enforce or interpret any provision of this Agreement, the prevailing party in such action or arbitration shall be entitled to recover from the losing party reasonable attorneys' fees, court costs and legal expenses in the amounts determined by the court or tribunal having jurisdiction.
16. **General Provisions:**
- a. The Landlord shall not unreasonably withhold or delay any consent or approval on its part under this Agreement.

- b. The provisions of this Agreement shall be interpreted and enforced, and the rights and duties (both procedural and substantive) of the parties hereunder shall be determined, according to California law.
- c. Any legal action in connection with this Agreement shall be instituted in the Superior Court of the County of Tulare, California or in the Federal District Court for the Eastern District of California, as appropriate.
- d. Waiver of any provisions of this Agreement must be in writing and signed by a duly authorized representative of the party making the waiver.
- e. This Agreement may be amended only in writing signed by duly authorized representatives of the Landlord and the Tenant.

IN WITNESS WHEREOF, the parties hereto have executed this lease on the day and year indicated. The parties have read and understand the terms and conditions of this Agreement and by subscribing their names hereunder agree to the terms and conditions of this Agreement.

Lessor/Landlord:
City of Dinuba
94-6000320
Federal Tax ID Number

By: _____ Date: _____
Luis Patlan, City Manager

Lessor/Landlord:
Tulare County Superintendent of Schools
94-2191905
Federal Tax ID Number

By: _____ Date: _____
Dr. Craig Wheaton, Deputy Superintendent



City Council Staff Report

Department: CITY MANAGER'S OFFICE

June 27, 2017

To: Mayor and City Council

From: Maggie Moreno, Administrative Services Director

Subject: Approval of Warrant Register for June 16 & 23, 2017 (MM)

RECOMMENDATION

Council approve warrant register as presented.

EXECUTIVE SUMMARY

None.

OUTSTANDING ISSUES

None.

DISCUSSION

None.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.

ATTACHMENTS:

A. WR 06.16.17

B. WR 06.23.17



Accounts Payable Invoice Report

Payment Date Range 06/11/17 - 06/16/17
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 1284 - Adams Ashby Group, Inc.									
2047	Adams Ashby Randle Project Grant Administrator	Paid by Check #13158		06/01/2017	06/16/2017	06/16/2017		06/16/2017	3,020.00
		Vendor 1284 - Adams Ashby Group, Inc. Totals				Invoices	1		\$3,020.00
Vendor 348 - Administrative Solutions, Inc.									
109048	June 2017 Section 125 Administration	Paid by Check #13159		06/01/2017	06/16/2017	06/16/2017		06/16/2017	216.00
		Vendor 348 - Administrative Solutions, Inc. Totals				Invoices	1		\$216.00
Vendor 263 - Advantek Benefit Administrators									
6/2/17	Funding request	Paid by Check #13160		06/02/2017	06/16/2017	06/16/2017		06/16/2017	22,334.10
6/9/17	Funding request	Paid by Check #13160		06/09/2017	06/16/2017	06/16/2017		06/16/2017	33,147.72
		Vendor 263 - Advantek Benefit Administrators Totals				Invoices	2		\$55,481.82
Vendor 344 - Alameda Electrical Distributors									
S4067312.001	Fy 16/17-Sports-Lights for baseball field	Paid by Check #13161		05/18/2017	06/16/2017	06/16/2017	05/26/2017	06/16/2017	48.90
		Vendor 344 - Alameda Electrical Distributors Totals				Invoices	1		\$48.90
Vendor 522 - Allstar Towing									
34376	TOWING FOR VEHICLE M34	Paid by Check #13162		06/02/2017	06/16/2017	06/16/2017		06/16/2017	110.00
		Vendor 522 - Allstar Towing Totals				Invoices	1		\$110.00
Vendor 1264 - American Ambulance of Visalia									
Tck #A109882	Shirley Pippett	Paid by Check #13163		05/25/2017	06/16/2017	06/16/2017		06/16/2017	200.00
		Vendor 1264 - American Ambulance of Visalia Totals				Invoices	1		\$200.00
Vendor 351 - Anthem Blue Cross									
094323051I	975A79192 Medders 7/1/17	Paid by Check #13164		06/07/2017	06/16/2017	06/16/2017		06/16/2017	106.00
094325663I	530M82834 Canales 7/1/17	Paid by Check #13168		06/07/2017	06/16/2017	06/16/2017		06/16/2017	106.00
094343607I	299A24237 Tyler 7/1/17	Paid by Check #13166		06/07/2017	06/16/2017	06/16/2017		06/16/2017	159.80
094344098I	792A24403 Magyar 7/1/17	Paid by Check #13165		06/07/2017	06/16/2017	06/16/2017		06/16/2017	159.80
094354262I	267A23160 Valdez 7/1/17	Paid by Check #13167		06/07/2017	06/16/2017	06/16/2017		06/16/2017	168.00
		Vendor 351 - Anthem Blue Cross Totals				Invoices	5		\$699.60
Vendor 17 - AT&T									
55959585835/17	Telephone	Paid by Check #13169		05/25/2017	06/16/2017	06/16/2017		06/16/2017	272.30
55959606495/17	Telephone	Paid by Check #13169		05/26/2017	06/16/2017	06/16/2017		06/16/2017	242.93
		Vendor 17 - AT&T Totals				Invoices	2		\$515.23
Vendor 65 - Banner Pest Control									
179836	pigeon removal - downtown	Paid by Check #13170		05/01/2017	06/16/2017	06/16/2017		06/16/2017	75.00



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Vendor 65 - Banner Pest Control									
180047	pigeon removal - downtown	Paid by Check #13170		05/15/2017	06/16/2017	06/16/2017		06/16/2017	75.00
		Vendor 65 - Banner Pest Control Totals				Invoices	2		\$150.00
Vendor 302 - Bus West Fresno									
BP153471	BUMPER FOR BUS 4	Paid by Check #13171		05/30/2017	06/16/2017	06/16/2017		06/16/2017	1,635.31
		Vendor 302 - Bus West Fresno Totals				Invoices	1		\$1,635.31
Vendor 169 - Candy's Diesel Repair Inc.									
123848	HUB CAP FOR VEHICLE E31	Paid by Check #13172		05/26/2017	06/16/2017	06/16/2017		06/16/2017	120.28
		Vendor 169 - Candy's Diesel Repair Inc. Totals				Invoices	1		\$120.28
Vendor 1059 - Mark Carrion									
662017 CARRION	PC MEETING JUNE 6, 2017	Paid by Check #13173		06/06/2017	06/16/2017	06/16/2017		06/16/2017	25.00
		Vendor 1059 - Mark Carrion Totals				Invoices	1		\$25.00
Vendor 381 - Cen Cal Distributing Inc.									
159484	Rent/Equipment	Paid by Check #13174		05/01/2017	06/16/2017	06/16/2017		06/16/2017	12.00
159485	Rent/Equipment	Paid by Check #13174		05/17/2017	06/16/2017	06/16/2017		06/16/2017	97.50
		Vendor 381 - Cen Cal Distributing Inc. Totals				Invoices	2		\$109.50
Vendor 1201 - Alberto Cendejas II									
662017 CENDEJAS	PC MEETING JUNE 6, 2017	Paid by Check #13175		06/06/2017	06/16/2017	06/16/2017		06/16/2017	25.00
		Vendor 1201 - Alberto Cendejas II Totals				Invoices	1		\$25.00
Vendor 52 - Chicago Title									
250 S L St	Purchase of bowling alley	Paid by Check #13176		06/14/2017	06/16/2017	06/16/2017		06/16/2017	2,570.00
		Vendor 52 - Chicago Title Totals				Invoices	1		\$2,570.00
Vendor 239 - City of Fresno									
RTC0002843	PST Training - C Moreno	Paid by Check #13177		04/11/2017	06/16/2017	06/16/2017		06/16/2017	421.00
		Vendor 239 - City of Fresno Totals				Invoices	1		\$421.00
Vendor 240 - Clean Cut Landscape Management Inc.									
814	May 2017	Paid by Check #13178		05/31/2017	06/16/2017	06/16/2017		06/16/2017	17,581.70
		Vendor 240 - Clean Cut Landscape Management Inc. Totals				Invoices	1		\$17,581.70
Vendor 170 - Comcast									
0136611 5/26/17	cable	Paid by Check #13179		05/26/2017	06/16/2017	06/16/2017		06/16/2017	53.74
0135597 6/2/17	Communications	Paid by Check #13180		06/02/2017	06/16/2017	06/16/2017		06/16/2017	441.37
		Vendor 170 - Comcast Totals				Invoices	2		\$495.11



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Vendor 910 - Timothy S. Conklin									
662017 CONKLIN	PC MEETING JUNE 6, 2017	Paid by Check #13181		06/06/2017	06/16/2017	06/16/2017		06/16/2017	25.00
Vendor 910 - Timothy S. Conklin Totals								Invoices 1	\$25.00
Vendor 232 - Courier Printing and Village Printer									
C25196	Supplies	Paid by Check #13182		06/05/2017	06/16/2017	06/16/2017		06/16/2017	1,017.19
Vendor 232 - Courier Printing and Village Printer Totals								Invoices 1	\$1,017.19
Vendor 795 - CPS Human Resource Services									
SOP44210	Dispatcher recruitment	Paid by Check #13183		05/30/2017	06/16/2017	06/16/2017		06/16/2017	463.10
Vendor 795 - CPS Human Resource Services Totals								Invoices 1	\$463.10
Vendor 3 - Culligan Water									
131466	WATER FILTRATION SYSTEM	Paid by Check #13184		05/31/2017	06/16/2017	06/16/2017		06/16/2017	71.00
131988	EXCHANGE TANK	Paid by Check #13184		05/31/2017	06/16/2017	06/16/2017		06/16/2017	69.00
132264	WATER FILTRATION SYSTEM	Paid by Check #13184		05/31/2017	06/16/2017	06/16/2017		06/16/2017	39.00
132287	EXCHANGE TANK	Paid by Check #13184		05/31/2017	06/16/2017	06/16/2017		06/16/2017	43.00
Vendor 3 - Culligan Water Totals								Invoices 4	\$222.00
Vendor 77 - Department of Justice									
240024	blood alcohol analysis	Paid by Check #13185		06/06/2017	06/16/2017	06/16/2017		06/16/2017	560.00
Vendor 77 - Department of Justice Totals								Invoices 1	\$560.00
Vendor 69 - Don's Shoes									
8945	Fy 16/17-Parks-Karla Radtke work boots	Paid by Check #13186		05/16/2017	06/16/2017	06/16/2017	05/16/2017	06/16/2017	129.12
Vendor 69 - Don's Shoes Totals								Invoices 1	\$129.12
Vendor 309 - Elbert Distributing									
2209353	SHOP SUPPLIES	Paid by Check #13187		05/31/2017	06/16/2017	06/16/2017		06/16/2017	212.02
Vendor 309 - Elbert Distributing Totals								Invoices 1	\$212.02
Vendor 16 - Ernest Packaging Solutions									
211147	supplies	Paid by Check #13188		06/06/2017	06/16/2017	06/16/2017		06/16/2017	650.74
211173	Fy 16/17-Parks-Supplies for park restrooms/trash cans	Paid by Check #13188		06/06/2017	06/16/2017	06/16/2017	06/09/2017	06/16/2017	1,040.90
Vendor 16 - Ernest Packaging Solutions Totals								Invoices 2	\$1,691.64
Vendor 442 - Fastenal Company									
CAREE35321	SAFETY EQUIPMENT FOR WWTP	Paid by Check #13189		05/23/2017	06/16/2017	06/16/2017		06/16/2017	282.41
Vendor 442 - Fastenal Company Totals								Invoices 1	\$282.41



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Vendor 235 - FERGUSON ENTERPRISES, INC.									
1268379	WATER DEPT MAINTENANCE SUPPLIES	Paid by Check #13190		05/15/2017	06/16/2017	06/16/2017		06/16/2017	3,159.15
		Vendor 235 - FERGUSON ENTERPRISES, INC. Totals				Invoices	1		\$3,159.15
Vendor 825 - G & K Services, Co.									
6258114262	Transit Center - Janitorial Supplies	Paid by Check #13191		06/07/2016	06/16/2017	06/16/2017		06/16/2017	72.62
		Vendor 825 - G & K Services, Co. Totals				Invoices	1		\$72.62
Vendor 18 - The Gas Company									
126315560036/17	DSC Gas 5/2 - 6/1/17	Paid by Check #13192		06/05/2017	06/16/2017	06/16/2017		06/16/2017	25.39
183098544976/17	utilities - gas	Paid by Check #13192		06/05/2017	06/16/2017	06/16/2017		06/16/2017	76.64
		Vendor 18 - The Gas Company Totals				Invoices	2		\$102.03
Vendor 252 - Geil Enterprises, Inc.									
325259	Building Maintenance & Supplies	Paid by Check #13193		05/31/2017	06/16/2017	06/16/2017		06/16/2017	144.00
		Vendor 252 - Geil Enterprises, Inc. Totals				Invoices	1		\$144.00
Vendor 680 - Ismael Hernandez									
BENECIA 6022017	PW MANAGEMENT TRAINING	Paid by Check #13194		06/02/2017	06/16/2017	06/16/2017		06/16/2017	211.00
		Vendor 680 - Ismael Hernandez Totals				Invoices	1		\$211.00
Vendor 1295 - Robert W Hoskins									
061617	Fy 16/17-SNL Entertainment band for 6/16/17	Paid by Check #13195		06/08/2017	06/16/2017	06/16/2017	06/12/2017	06/16/2017	500.00
		Vendor 1295 - Robert W Hoskins Totals				Invoices	1		\$500.00
Vendor 1134 - iWorQ Systems, Inc.									
8881	PW SOFTWARE PROGRAM	Paid by Check #13196		05/15/2017	06/16/2017	06/16/2017		06/16/2017	4,250.00
		Vendor 1134 - iWorQ Systems, Inc. Totals				Invoices	1		\$4,250.00
Vendor 43 - Jack's Refrigeration Inc.									
26600	AC REPAIRS AT CITY HALL	Paid by Check #13197		05/23/2017	06/16/2017	06/16/2017		06/16/2017	413.07
26768	AC REPAIRS TO REC CENTER	Paid by Check #13197		06/01/2017	06/16/2017	06/16/2017		06/16/2017	656.43
		Vendor 43 - Jack's Refrigeration Inc. Totals				Invoices	2		\$1,069.50
Vendor 6 - Jim Manning Dodge Inc.									
137533DOR	SHIELD FOR PD 14	Paid by Check #13198		06/02/2017	06/16/2017	06/16/2017		06/16/2017	32.46
		Vendor 6 - Jim Manning Dodge Inc. Totals				Invoices	1		\$32.46



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Vendor 5 - Jorgensen & Co.									
5665481	ANNUAL SPRINKLER SERVICE AT VOTECH	Paid by Check #13199		05/22/2017	06/16/2017	06/16/2017		06/16/2017	380.00
		Vendor 5 - Jorgensen & Co. Totals				Invoices	1		<u>\$380.00</u>
Vendor 1293 - La Quinta Inn									
1919198686	FY 2018 training for Ryan Clifton	Paid by Check #13200		06/01/2017	06/16/2017	06/16/2017		06/16/2017	150.08
		Vendor 1293 - La Quinta Inn Totals				Invoices	1		<u>\$150.08</u>
Vendor 914 - Leonel Jimenez									
2017.8 B	Fy 16/17-SNL 06/16/17 Bounce House Vendor	Paid by Check #13201		06/05/2017	06/16/2017	06/16/2017	06/12/2017	06/16/2017	100.00
		Vendor 914 - Leonel Jimenez Totals				Invoices	1		<u>\$100.00</u>
Vendor 449 - Les Schwab Tire Centers of Central California									
55100137506	TIRE REPAIR ON U04	Paid by Check #13202		06/06/2017	06/16/2017	06/16/2017		06/16/2017	151.40
		Vendor 449 - Les Schwab Tire Centers of Central California Totals				Invoices	1		<u>\$151.40</u>
Vendor 220 - Marilyn and Cristy's Embroidery									
1768	EMBROIDER HAT BANDS AND VEST	Paid by Check #13203		06/02/2017	06/16/2017	06/16/2017		06/16/2017	247.95
		Vendor 220 - Marilyn and Cristy's Embroidery Totals				Invoices	1		<u>\$247.95</u>
Vendor 588 - Lorena Marroquin									
Reimburse 6.7.17	Safety Reimbursement - Gym Membership	Paid by Check #13204		06/07/2017	06/16/2017	06/16/2017		06/16/2017	34.00
		Vendor 588 - Lorena Marroquin Totals				Invoices	1		<u>\$34.00</u>
Vendor 1181 - McCormick, Kabot, Jenner & Lew									
10355	Legal Services	Paid by Check #13205		05/25/2017	06/16/2017	06/16/2017		06/16/2017	3,825.70
10356	Legal Fees	Paid by Check #13205		05/25/2017	06/16/2017	06/16/2017		06/16/2017	3,300.00
		Vendor 1181 - McCormick, Kabot, Jenner & Lew Totals				Invoices	2		<u>\$7,125.70</u>
Vendor 160 - Mid Valley Publishing Inc.									
0304047-IN	Mid Valley Pub Planning Comm	Paid by Check #13206		05/25/2017	06/16/2017	06/16/2017		06/16/2017	180.00
		Vendor 160 - Mid Valley Publishing Inc. Totals				Invoices	1		<u>\$180.00</u>
Vendor 284 - MV Transportation, Inc.									
76269	May 2017 - DART Bus Systems Billing Charges	Paid by Check #13207		06/02/2017	06/16/2017	06/16/2017		06/16/2017	44,266.04
		Vendor 284 - MV Transportation, Inc. Totals				Invoices	1		<u>\$44,266.04</u>
Vendor 392 - O'Reilly Auto Parts									
3641-112054	Vehicles	Paid by Check #13208		05/02/2017	06/16/2017	06/16/2017		06/16/2017	28.17



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Vendor 392 - O'Reilly Auto Parts									
3641-112075	Vehicles	Paid by Check #13208		05/02/2017	06/16/2017	06/16/2017		06/16/2017	4.41
3641-112103	Vehicles	Paid by Check #13208		05/02/2017	06/16/2017	06/16/2017		06/16/2017	(28.17)
3641-112203	Vehicles	Paid by Check #13208		05/03/2017	06/16/2017	06/16/2017		06/16/2017	51.22
3641-112376	Vehicles	Paid by Check #13208		05/04/2017	06/16/2017	06/16/2017		06/16/2017	6.50
3641-112544	Vehicles	Paid by Check #13208		05/05/2017	06/16/2017	06/16/2017		06/16/2017	17.18
3641-12564	Vehicles	Paid by Check #13208		05/05/2017	06/16/2017	06/16/2017		06/16/2017	69.13
3641-113202	Vehicles	Paid by Check #13208		05/08/2017	06/16/2017	06/16/2017		06/16/2017	46.29
3641-113335	Vehicles	Paid by Check #13208		05/09/2017	06/16/2017	06/16/2017		06/16/2017	25.76
3641-113479	Vehicles	Paid by Check #13208		05/10/2017	06/16/2017	06/16/2017		06/16/2017	29.03
3641-113483	Vehicles	Paid by Check #13208		05/10/2017	06/16/2017	06/16/2017		06/16/2017	5.75
3641-113642	Vehicles	Paid by Check #13208		05/11/2017	06/16/2017	06/16/2017		06/16/2017	268.55
3641-113650	Vehicles	Paid by Check #13208		05/11/2017	06/16/2017	06/16/2017		06/16/2017	6.98
3641-113658	Vehicles	Paid by Check #13208		05/11/2017	06/16/2017	06/16/2017		06/16/2017	145.83
3641-113681	Vehicles	Paid by Check #13208		05/11/2017	06/16/2017	06/16/2017		06/16/2017	197.71
3641-113684	Vehicles	Paid by Check #13208		05/11/2017	06/16/2017	06/16/2017		06/16/2017	18.54
3641-113817	Vehicles	Paid by Check #13208		05/11/2017	06/16/2017	06/16/2017		06/16/2017	7.15
3641-113834	Vehicles	Paid by Check #13208		05/12/2017	06/16/2017	06/16/2017		06/16/2017	7.37
3641-113848	Vehicles	Paid by Check #13208		05/12/2017	06/16/2017	06/16/2017		06/16/2017	65.06
3641-113869	Vehicles	Paid by Check #13208		05/12/2017	06/16/2017	06/16/2017		06/16/2017	19.93
3641-113891	Vehicles	Paid by Check #13208		05/12/2017	06/16/2017	06/16/2017		06/16/2017	33.33
3641-114392	Vehicles	Paid by Check #13208		05/15/2017	06/16/2017	06/16/2017		06/16/2017	43.38
3641-114536	Vehicles	Paid by Check #13208		05/16/2017	06/16/2017	06/16/2017		06/16/2017	30.37
3641-114688	Vehicles	Paid by Check #13208		05/17/2017	06/16/2017	06/16/2017		06/16/2017	11.57
3641-114770	Vehicles	Paid by Check #13208		05/17/2017	06/16/2017	06/16/2017		06/16/2017	114.11
3641-114937	Vehicles	Paid by Check #13208		05/18/2017	06/16/2017	06/16/2017		06/16/2017	52.84
3641-114950	Vehicles	Paid by Check #13208		05/18/2017	06/16/2017	06/16/2017		06/16/2017	(209.23)
3641-114976	Vehicles	Paid by Check #13208		05/18/2017	06/16/2017	06/16/2017		06/16/2017	21.68
3641-114990	Vehicles	Paid by Check #13208		05/18/2017	06/16/2017	06/16/2017		06/16/2017	350.21
3641-115126	Vehicles	Paid by Check #13208		05/19/2017	06/16/2017	06/16/2017		06/16/2017	95.52
3641-115701	Vehicles	Paid by Check #13208		05/22/2017	06/16/2017	06/16/2017		06/16/2017	4.62
3641-115710	Vehicles	Paid by Check #13208		05/22/2017	06/16/2017	06/16/2017		06/16/2017	214.52
3641-115761	Vehicles	Paid by Check #13208		05/22/2017	06/16/2017	06/16/2017		06/16/2017	(61.36)
3641-115780	Vehicles	Paid by Check #13208		05/22/2017	06/16/2017	06/16/2017		06/16/2017	27.71
3641-115864	Vehicles	Paid by Check #13208		05/23/2017	06/16/2017	06/16/2017		06/16/2017	50.78
3641-115866	Vehicles	Paid by Check #13208		05/23/2017	06/16/2017	06/16/2017		06/16/2017	98.23
3641-116143	Vehicles	Paid by Check #13208		05/24/2017	06/16/2017	06/16/2017		06/16/2017	94.06
3641-116288	Vehicles	Paid by Check #13208		05/25/2017	06/16/2017	06/16/2017		06/16/2017	6.18
EB24230810	Vehicles	Paid by Check #13208		05/25/2017	06/16/2017	06/16/2017		06/16/2017	(7.35)
3641-116486	Vehicles	Paid by Check #13208		05/26/2017	06/16/2017	06/16/2017		06/16/2017	154.94
3641-116505	Vehicles	Paid by Check #13208		05/26/2017	06/16/2017	06/16/2017		06/16/2017	65.60
3641-116506	Vehicles	Paid by Check #13208		05/26/2017	06/16/2017	06/16/2017		06/16/2017	43.84



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Vendor 392 - O'Reilly Auto Parts									
3641-116517	Vehicles	Paid by Check #13208		05/26/2017	06/16/2017	06/16/2017		06/16/2017	24.50
Vendor 392 - O'Reilly Auto Parts Totals									43
									\$2,252.44
Vendor 142 - Office Depot BSD									
931555939001	Supplies	Paid by Check #13209		05/30/2017	06/16/2017	06/16/2017		06/16/2017	29.30
931555750001	Office Supplies	Paid by Check #13209		05/31/2017	06/16/2017	06/16/2017		06/16/2017	249.54
Vendor 142 - Office Depot BSD Totals									2
									\$278.84
Vendor 76 - Pacific Gas & Electric									
774843071195/17	Utilities	Paid by Check #13212		05/10/2017	06/16/2017	06/16/2017		06/16/2017	16.37
0007641332-7	Utilities	Paid by Check #13210		05/22/2017	06/16/2017	06/16/2017		06/16/2017	145.19
519248951325/17	Utilities	Paid by Check #13211		05/24/2017	06/16/2017	06/16/2017		06/16/2017	10.19
777130818085/17	Utilities	Paid by Check #13212		05/24/2017	06/16/2017	06/16/2017		06/16/2017	9.53
245952415715/17	Utilities	Paid by Check #13211		05/25/2017	06/16/2017	06/16/2017		06/16/2017	13.35
265692021585/17	Utilities	Paid by Check #13211		05/25/2017	06/16/2017	06/16/2017		06/16/2017	10.22
543881697545/17	Utilities	Paid by Check #13211		05/25/2017	06/16/2017	06/16/2017		06/16/2017	233.96
914674420585/17	Utilities	Paid by Check #13212		05/25/2017	06/16/2017	06/16/2017		06/16/2017	25.49
076626534145/17	Utilities	Paid by Check #13210		05/26/2017	06/16/2017	06/16/2017		06/16/2017	98.39
134955182535/17	Utilities	Paid by Check #13210		05/26/2017	06/16/2017	06/16/2017		06/16/2017	19.34
360067439045/17	Utilities	Paid by Check #13211		05/26/2017	06/16/2017	06/16/2017		06/16/2017	52.81
468994256005/17	Utilities	Paid by Check #13211		05/26/2017	06/16/2017	06/16/2017		06/16/2017	12.01
556426429405/17	Utilities	Paid by Check #13211		05/26/2017	06/16/2017	06/16/2017		06/16/2017	41.99
622008882875/17	Utilities	Paid by Check #13212		05/26/2017	06/16/2017	06/16/2017		06/16/2017	162.16
678266701755/17	Utilities	Paid by Check #13212		05/26/2017	06/16/2017	06/16/2017		06/16/2017	78.73
790546574285/17	Utilities	Paid by Check #13212		05/26/2017	06/16/2017	06/16/2017		06/16/2017	9.52
811658854355/17	Utilities	Paid by Check #13212		05/26/2017	06/16/2017	06/16/2017		06/16/2017	44.33
837649722675/17	Utilities	Paid by Check #13214		05/26/2017	06/16/2017	06/16/2017		06/16/2017	99.65
477215765295/17	Utilities	Paid by Check #13213		05/28/2017	06/16/2017	06/16/2017		06/16/2017	99.44
535548886275/17	Utilities	Paid by Check #13213		05/28/2017	06/16/2017	06/16/2017		06/16/2017	44.98
565766708995/17	Utilities	Paid by Check #13213		05/28/2017	06/16/2017	06/16/2017		06/16/2017	58.64
665766702525/17	Utilities	Paid by Check #13214		05/28/2017	06/16/2017	06/16/2017		06/16/2017	47.19
864715010305/17	Utilities	Paid by Check #13214		05/28/2017	06/16/2017	06/16/2017		06/16/2017	50.52
245914958175.17	Utilities	Paid by Check #13210		05/30/2017	06/16/2017	06/16/2017		06/16/2017	247.62
475197165685/17	Utilities	Paid by Check #13213		05/30/2017	06/16/2017	06/16/2017		06/16/2017	25.18
489591720235/17	Utilities	Paid by Check #13213		05/30/2017	06/16/2017	06/16/2017		06/16/2017	10.52
493969444875/17	Utilities	Paid by Check #13213		05/30/2017	06/16/2017	06/16/2017		06/16/2017	10.71
900149822935.17	Utilities	Paid by Check #13210		05/30/2017	06/16/2017	06/16/2017		06/16/2017	1,154.86
168660015855/17	Utilities	Paid by Check #13210		05/31/2017	06/16/2017	06/16/2017		06/16/2017	47.62
335464179665.17	Utilities	Paid by Check #13210		05/31/2017	06/16/2017	06/16/2017		06/16/2017	57.05
361657103895.17	Utilities	Paid by Check #13210		05/31/2017	06/16/2017	06/16/2017		06/16/2017	6,123.94
506469548395/17	Utilities	Paid by Check #13213		05/31/2017	06/16/2017	06/16/2017		06/16/2017	86.03



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 76 - Pacific Gas & Electric									
575149843765.17	Utilities	Paid by Check #13212		05/31/2017	06/16/2017	06/16/2017		06/16/2017	64.90
702272340395.17	Utilities	Paid by Check #13210		05/31/2017	06/16/2017	06/16/2017		06/16/2017	373.70
714934640945.17	Utilities	Paid by Check #13214		05/31/2017	06/16/2017	06/16/2017		06/16/2017	1,270.26
898192338785/17	Utilities	Paid by Check #13214		05/31/2017	06/16/2017	06/16/2017		06/16/2017	48.92
057129638256/17	Utilities	Paid by Check #13210		06/01/2017	06/16/2017	06/16/2017		06/16/2017	84.52
141629409456/17	Utilities	Paid by Check #13210		06/01/2017	06/16/2017	06/16/2017		06/16/2017	49.00
212523687136/17	Utilities	Paid by Check #13210		06/01/2017	06/16/2017	06/16/2017		06/16/2017	25.81
642864222136/17	Utilities	Paid by Check #13214		06/01/2017	06/16/2017	06/16/2017		06/16/2017	19.71
839793222586/17	Utilities	Paid by Check #13214		06/01/2017	06/16/2017	06/16/2017		06/16/2017	24.84
923705812636/17	Utilities	Paid by Check #13214		06/01/2017	06/16/2017	06/16/2017		06/16/2017	25.58
568305450696/17	electricity	Paid by Check #13210		06/08/2017	06/16/2017	06/16/2017		06/16/2017	2,716.16
987037607746/17	electricity	Paid by Check #13210		06/08/2017	06/16/2017	06/16/2017		06/16/2017	229.91
Vendor 76 - Pacific Gas & Electric Totals							Invoices	44	\$14,080.84
Vendor 7 - Pena's Disposal Services									
297551	SPRING CLEAN UP 2017	Paid by Check #13215		05/01/2017	06/16/2017	06/16/2017		06/16/2017	11,462.46
301178	DISPOSAL TRAILER DUMP FEES	Paid by Check #13215		05/25/2017	06/16/2017	06/16/2017		06/16/2017	2,674.28
302106	monthly dispal service	Paid by Check #13215		06/01/2017	06/16/2017	06/16/2017		06/16/2017	62.77
303814	Shopping Cart Program	Paid by Check #13215		06/01/2017	06/16/2017	06/16/2017		06/16/2017	393.00
6/17 for 5/17	June Monthly Disposal Charges for May 2017	Paid by Check #13215		06/16/2017	06/16/2017	06/16/2017		06/16/2017	97,190.30
7/1/17	Contract Disposal payment for July 2017 FY 18/19	Paid by Check #13215		06/16/2017	06/16/2017	06/16/2017		06/16/2017	60,000.00
Vendor 7 - Pena's Disposal Services Totals							Invoices	6	\$171,782.81
Vendor 1157 - Peters Engineering Group									
8226	ON CALL ENGINEERING SERVICES	Paid by Check #13216		05/06/2017	06/16/2017	06/16/2017		06/16/2017	1,185.00
Vendor 1157 - Peters Engineering Group Totals							Invoices	1	\$1,185.00
Vendor 250 - Public Safety Center									
5740342	batteries	Paid by Check #13217		06/06/2017	06/16/2017	06/16/2017		06/16/2017	450.22
Vendor 250 - Public Safety Center Totals							Invoices	1	\$450.22
Vendor 124 - Reedley Veterinary Hospital									
7	billing for services from 03/04/17 thru 05/31/17	Paid by Check #13218		05/31/2017	06/16/2017	06/16/2017		06/16/2017	2,138.29
Vendor 124 - Reedley Veterinary Hospital Totals							Invoices	1	\$2,138.29
Vendor 1155 - Ron Turley Assoc. Inc.									
49462	ANNUAL SOFTWARE UPDATES	Paid by Check #13219		06/01/2017	06/16/2017	06/16/2017		06/16/2017	850.00
Vendor 1155 - Ron Turley Assoc. Inc. Totals							Invoices	1	\$850.00



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Vendor 1001 - Sacramento Metropolitan Fire District									
INV011609	2016 Admin Fee	Paid by Check #13220		05/30/2017	06/16/2017	06/16/2017		06/16/2017	792.57
Vendor 1001 - Sacramento Metropolitan Fire District Totals							Invoices	1	\$792.57
Vendor 758 - Solenis LLC									
131161638	POLYMER FOR WWTP	Paid by Check #13221		05/12/2017	06/16/2017	06/16/2017		06/16/2017	3,735.85
Vendor 758 - Solenis LLC Totals							Invoices	1	\$3,735.85
Vendor 431 - Sparkletts									
5080520 060117	bottled water service	Paid by Check #13222		06/01/2017	06/16/2017	06/16/2017		06/16/2017	206.98
Vendor 431 - Sparkletts Totals							Invoices	1	\$206.98
Vendor 278 - Supplyworks									
401715297	CLEANING SUPPLIES FOR THE TRANSIT CENTER	Paid by Check #13223		05/25/2017	06/16/2017	06/16/2017		06/16/2017	64.69
401715305	CLEANING SUPPLIES FOR PW	Paid by Check #13223		05/25/2017	06/16/2017	06/16/2017		06/16/2017	338.45
Vendor 278 - Supplyworks Totals							Invoices	2	\$403.14
Vendor 147 - Swanson-Farney Ford Sales									
9793FOW	CLUTCH REPAIR FOR VEHICLE M34	Paid by Check #13224		06/02/2017	06/16/2017	06/16/2017		06/16/2017	437.07
Vendor 147 - Swanson-Farney Ford Sales Totals							Invoices	1	\$437.07
Vendor 301 - T&T Pavement Markings and Products									
2017204	PAINT FOR STREETS	Paid by Check #13225		05/17/2017	06/16/2017	06/16/2017		06/16/2017	12,935.63
Vendor 301 - T&T Pavement Markings and Products Totals							Invoices	1	\$12,935.63
Vendor 189 - Terminix International									
365629715	Fy 16/17-CS-Pest control serv for Rec Cntr	Paid by Check #13226		05/15/2017	06/16/2017	06/16/2017	06/09/2017	06/16/2017	55.00
365706796	Fy 16/17-CS-Pest control serv for College Park Rec	Paid by Check #13226		06/03/2017	06/16/2017	06/16/2017	06/12/2017	06/16/2017	55.00
Vendor 189 - Terminix International Totals							Invoices	2	\$110.00
Vendor 529 - Todd Companies									
52918	DINUBA CROSSWALK LIGHTS - EL MONTE AND PALM	Paid by Check #13227		05/09/2017	06/16/2017	06/16/2017		06/16/2017	14,256.00
Vendor 529 - Todd Companies Totals							Invoices	1	\$14,256.00
Vendor 311 - Top Dog Training Center									
17-54	K-9 Monthly training	Paid by Check #13228		06/12/2017	06/16/2017	06/16/2017		06/16/2017	90.00
Vendor 311 - Top Dog Training Center Totals							Invoices	1	\$90.00



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Vendor 152 - Trac Net Corp.									
852	FY 2018 Annual Maintenance	Paid by Check #13229		04/01/2017	06/16/2017	06/16/2017		06/16/2017	19,210.14
			Vendor 152 - Trac Net Corp. Totals			Invoices	1		<u>\$19,210.14</u>
Vendor 902 - Tractor Supply Credit Plan									
0027 5/30/17	Supplies	Paid by Check #13230		05/30/2017	06/16/2017	06/16/2017		06/16/2017	474.06
			Vendor 902 - Tractor Supply Credit Plan Totals			Invoices	1		<u>\$474.06</u>
Vendor 296 - Tulare Kings Veterinary Emergency									
91193	emergency exam and euthanasia	Paid by Check #13231		06/11/2017	06/16/2017	06/16/2017		06/16/2017	142.00
			Vendor 296 - Tulare Kings Veterinary Emergency Totals			Invoices	1		<u>\$142.00</u>
Vendor 192 - UNUM Life Insurance Company of America									
7/1 - 7/31/17	0537123-001 0	Paid by Check #13232		06/09/2017	06/16/2017	06/16/2017		06/16/2017	10,853.57
			Vendor 192 - UNUM Life Insurance Company of America Totals			Invoices	1		<u>\$10,853.57</u>
Vendor 273 - US Bank									
4644441	Miscellaneous	Paid by Check #13237		05/25/2017	06/16/2017	06/16/2017		06/16/2017	1,100.00
331662882	Transit Center - Copier Lease	Paid by Check #13233		05/26/2017	06/16/2017	06/16/2017		06/16/2017	580.57
	05/20/17 - 06/20/17								
331663211	ACCT# 530029	Paid by Check #13234		05/26/2017	06/16/2017	06/16/2017		06/16/2017	1,031.97
5/1-5/31/17	Miscellaneous	Paid by Check #13236		05/31/2017	06/16/2017	06/16/2017		06/16/2017	29.75
332133131	copier lease	Paid by Check #13235		06/01/2017	06/16/2017	06/16/2017		06/16/2017	1,085.43
			Vendor 273 - US Bank Totals			Invoices	5		<u>\$3,827.72</u>
Vendor 359 - Valero Marketing & Supply Company									
71076939 6/17	May 2017	Paid by Check #13238		06/07/2017	06/16/2017	06/16/2017		06/16/2017	3,892.36
			Vendor 359 - Valero Marketing & Supply Company Totals			Invoices	1		<u>\$3,892.36</u>
Vendor 1019 - Veir Corp.									
VC9328	Professional Services	Paid by Check #13239		04/11/2017	06/16/2017	06/16/2017		06/16/2017	692.44
			Vendor 1019 - Veir Corp. Totals			Invoices	1		<u>\$692.44</u>
Vendor 14 - W & E Electric									
1705103	ELECTRICAL WORK AT COLLEGE PARK	Paid by Check #13240		05/22/2017	06/16/2017	06/16/2017		06/16/2017	578.47
			Vendor 14 - W & E Electric Totals			Invoices	1		<u>\$578.47</u>
Vendor 549 - Wal-Mart									
2484 5/22/17	Supplies	Paid by Check #13242		05/22/2017	06/16/2017	06/16/2017		06/16/2017	235.67
2500 6/3/17	Misc. Senior Center supplies	Paid by Check #13241		06/03/2017	06/16/2017	06/16/2017		06/16/2017	41.81
			Vendor 549 - Wal-Mart Totals			Invoices	2		<u>\$277.48</u>



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Vendor 1294 - Wood Bros., Inc.									
11259	DEEP RIPPING PONDS #8 & #11	Paid by Check #13243		04/15/2017	06/16/2017	06/16/2017		06/16/2017	12,627.50
			Vendor 1294 - Wood Bros., Inc. Totals			Invoices	1		<u>\$12,627.50</u>
Vendor Isaac Hernandez									
Refund on fees	Fy 16/17-Refund on swim lessons for J.Hernandez	Paid by Check #13244		06/12/2017	06/16/2017	06/16/2017	06/12/2017	06/16/2017	26.00
			Vendor Isaac Hernandez Totals			Invoices	1		<u>\$26.00</u>
Vendor Miguel Mosqueda									
Ref. Payment	Refund bank error on payment	Paid by Check #13157		06/15/2017	06/15/2017	06/15/2017		06/15/2017	720.00
			Vendor Miguel Mosqueda Totals			Invoices	1		<u>\$720.00</u>
			Grand Totals			Invoices	188		<u><u>\$429,510.28</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
Vendor 367 - A-1 Auto Electric									
114987	Filters for fleet maintenance	Paid by Check #13245		06/15/2017	06/23/2017	06/23/2017		06/23/2017	281.90
Vendor 367 - A-1 Auto Electric Totals							Invoices	1	\$281.90
Vendor 1143 - AAA Quality Services, Inc.									
00255370	Fy 16/17-Parks-Portable Potties Centennial Park	Paid by Check #13246		06/10/2017	06/23/2017	06/23/2017	06/12/2017	06/23/2017	265.59
00255377	Fy 16/17-Parks-Portable Potties-Nebraska Park	Paid by Check #13246		06/10/2017	06/23/2017	06/23/2017	06/12/2017	06/23/2017	265.59
00255378	Fy 16/17-Parks-Portable Potties Alcie Park	Paid by Check #13246		06/10/2017	06/23/2017	06/23/2017	06/12/2017	06/23/2017	265.59
Vendor 1143 - AAA Quality Services, Inc. Totals							Invoices	3	\$796.77
Vendor 263 - Advantek Benefit Administrators									
6/16/17	Funding request	Paid by Check #13247		06/16/2017	06/23/2017	06/23/2017		06/23/2017	25,328.55
Vendor 263 - Advantek Benefit Administrators Totals							Invoices	1	\$25,328.55
Vendor 1119 - Agri-Valley Irrigation, Inc.									
0794768-IN	Fy 16/17-Parks-Supplies	Paid by Check #13248		06/08/2017	06/23/2017	06/23/2017	06/19/2017	06/23/2017	96.98
795010-CM	Fy 16/17-Parks-Supplies returned	Paid by Check #13248		06/09/2017	06/23/2017	06/23/2017	06/19/2017	06/23/2017	(78.98)
Vendor 1119 - Agri-Valley Irrigation, Inc. Totals							Invoices	2	\$18.00
Vendor 393 - Airgas NCN									
9945562420	Supplies	Paid by Check #13249		05/31/2017	06/23/2017	06/23/2017		06/23/2017	30.70
Vendor 393 - Airgas NCN Totals							Invoices	1	\$30.70
Vendor 555 - Maria Alaniz									
Reimburse 6/15	Safety Reimbursement - Gym membership	Paid by Check #13250		06/15/2017	06/23/2017	06/23/2017		06/23/2017	112.20
Vendor 555 - Maria Alaniz Totals							Invoices	1	\$112.20
Vendor 20 - Ameritas Life Insurance									
July 2017	010-007745-00001	Paid by Check #13251		06/02/2017	06/23/2017	06/23/2017		06/23/2017	18,269.92
Vendor 20 - Ameritas Life Insurance Totals							Invoices	1	\$18,269.92
Vendor 351 - Anthem Blue Cross									
000029803558	680A72915 Galchutt 7/1/17	Paid by Check #13252		06/07/2017	06/23/2017	06/23/2017		06/23/2017	198.63
000029821826	276A73739 Valdez 7/1/17	Paid by Check #13253		06/07/2017	06/23/2017	06/23/2017		06/23/2017	227.97
094322661I	102A78783 Roberts 7/1/17	Paid by Check #13254		06/07/2017	06/23/2017	06/23/2017		06/23/2017	106.00
094326419I	060M86753 Sano 7/1/17	Paid by Check #13256		06/07/2017	06/23/2017	06/23/2017		06/23/2017	226.20
000399838E	279614C001 7/1/17 - 8/1/17	Paid by Check #13255		06/15/2017	06/23/2017	06/23/2017		06/23/2017	578.71
Vendor 351 - Anthem Blue Cross Totals							Invoices	5	\$1,337.51
Vendor 17 - AT&T									
55959599995/17	Telephone	Paid by Check #13257		05/25/2017	06/23/2017	06/23/2017		06/23/2017	130.43



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Vendor 17 - AT&T									
25012719616/17	Telephone	Paid by Check #13257		06/01/2017	06/23/2017	06/23/2017		06/23/2017	73.92
93910547436/17	Telephone	Paid by Check #13258		06/02/2017	06/23/2017	06/23/2017		06/23/2017	98.55
93910544626/17	Senior Center Phone 591-2450	Paid by Check #13258		06/11/2017	06/23/2017	06/23/2017		06/23/2017	57.52
	5/11 - 6/10/17								
93910544636/17	Votech 591-2883 Phone Line 5/11 - 6/10/17	Paid by Check #13258		06/11/2017	06/23/2017	06/23/2017		06/23/2017	19.72
93910544706/17	9391054470 6/10/17	Paid by Check #13258		06/11/2017	06/23/2017	06/23/2017		06/23/2017	20.97
93910544716/17	9391054471 6/10/17	Paid by Check #13258		06/11/2017	06/23/2017	06/23/2017		06/23/2017	17.82
93910544796/17	9391054479 6/10/17	Paid by Check #13258		06/11/2017	06/23/2017	06/23/2017		06/23/2017	19.72
93910547426/17	9391054742 6/10/17	Paid by Check #13258		06/11/2017	06/23/2017	06/23/2017		06/23/2017	158.66
93910547456/17	Votech 596-2169 5/11 - 6/10/17	Paid by Check #13258		06/11/2017	06/23/2017	06/23/2017		06/23/2017	71.93
Vendor 17 - AT&T Totals						Invoices	10		\$669.24
Vendor 754 - Axces Industrial									
12076	FLEET MAINTENANCE SUPPLIES	Paid by Check #13259		05/31/2017	06/23/2017	06/23/2017		06/23/2017	450.45
Vendor 754 - Axces Industrial Totals						Invoices	1		\$450.45
Vendor 376 - BCS Consulting									
20300	Repairs	Paid by Check #13260		06/09/2017	06/23/2017	06/23/2017		06/23/2017	117.17
Vendor 376 - BCS Consulting Totals						Invoices	1		\$117.17
Vendor 822 - Boundtree Medical LLC									
82518340	Supplies	Paid by Check #13261		06/06/2017	06/23/2017	06/23/2017		06/23/2017	156.19
Vendor 822 - Boundtree Medical LLC Totals						Invoices	1		\$156.19
Vendor 116 - BSK Analytical Laboratories									
A714669	WATER SAMPLE TESTING	Paid by Check #13262		06/19/2017	06/23/2017	06/23/2017		06/23/2017	121.00
A714722	WATER SAMPLE TESTING	Paid by Check #13262		06/19/2017	06/23/2017	06/23/2017		06/23/2017	126.00
Vendor 116 - BSK Analytical Laboratories Totals						Invoices	2		\$247.00
Vendor 352 - Chem Quip Inc.									
5543282	BLEACH FOR CLARIFIERS	Paid by Check #13263		06/02/2017	06/23/2017	06/23/2017		06/23/2017	140.25
Vendor 352 - Chem Quip Inc. Totals						Invoices	1		\$140.25
Vendor 8 - City of Dinuba									
PETTY CASH 6.17	PETTY CASH FOR PW	Paid by Check #13264		06/14/2017	06/23/2017	06/23/2017		06/23/2017	29.88
Vendor 8 - City of Dinuba Totals						Invoices	1		\$29.88
Vendor 127 - City of Visalia									
AR059243	CNG FUEL FOR BUSES	Paid by Check #13265		04/30/2017	06/23/2017	06/23/2017		06/23/2017	143.71
Vendor 127 - City of Visalia Totals						Invoices	1		\$143.71



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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
Vendor 1121 - Ryan Clifton									
Granada Hills	FY 2018 Per diem	Paid by Check #13266		06/01/2017	06/23/2017	06/23/2017		06/23/2017	80.00
Vendor 1121 - Ryan Clifton Totals								Invoices 1	\$80.00
Vendor 170 - Comcast									
0160181 6/7/17	Communications	Paid by Check #13270		06/07/2017	06/23/2017	06/23/2017		06/23/2017	393.71
0013307 6/9/17	Communications	Paid by Check #13269		06/09/2017	06/23/2017	06/23/2017		06/23/2017	158.85
0148160 6/11/17	Communications	Paid by Check #13268		06/11/2017	06/23/2017	06/23/2017		06/23/2017	146.12
0148178 6/12/17	Communications	Paid by Check #13267		06/12/2017	06/23/2017	06/23/2017		06/23/2017	231.12
Vendor 170 - Comcast Totals								Invoices 4	\$929.80
Vendor 1296 - Robyn G Cooper									
178	Fy 16/17-SE-Food Handler Training	Paid by Check #13271		06/14/2017	06/23/2017	06/23/2017	06/19/2017	06/23/2017	350.00
Vendor 1296 - Robyn G Cooper Totals								Invoices 1	\$350.00
Vendor 85 - Dinuba Lions Club									
June 2017	Dues & Subscriptions	Paid by Check #13272		06/21/2017	06/23/2017	06/23/2017		06/23/2017	94.00
Vendor 85 - Dinuba Lions Club Totals								Invoices 1	\$94.00
Vendor 4 - Dinuba Lumber Company									
10659121	Maintenance	Paid by Check #13273		05/01/2017	06/22/2017	06/22/2017		06/23/2017	40.01
10659129	Maintenance	Paid by Check #13273		05/01/2017	06/22/2017	06/22/2017		06/23/2017	57.57
10659130	Maintenance	Paid by Check #13273		05/01/2017	06/22/2017	06/22/2017		06/23/2017	18.32
10659173	Maintenance	Paid by Check #13273		05/01/2017	06/22/2017	06/22/2017		06/23/2017	4.48
10659235	Maintenance	Paid by Check #13273		05/01/2017	06/22/2017	06/22/2017		06/23/2017	42.94
10659266	Maintenance	Paid by Check #13273		05/01/2017	06/22/2017	06/22/2017		06/23/2017	30.92
10659288	Maintenance	Paid by Check #13273		05/02/2017	06/22/2017	06/22/2017		06/23/2017	151.36
10659296	Maintenance	Paid by Check #13273		05/02/2017	06/22/2017	06/22/2017		06/23/2017	37.10
10659305	Maintenance	Paid by Check #13273		05/02/2017	06/22/2017	06/22/2017		06/23/2017	15.83
10659353	Maintenance	Paid by Check #13273		05/02/2017	06/22/2017	06/22/2017		06/23/2017	81.21
10659364	Maintenance	Paid by Check #13273		05/02/2017	06/22/2017	06/22/2017		06/23/2017	9.75
10659373	Maintenance	Paid by Check #13273		05/02/2017	06/22/2017	06/22/2017		06/23/2017	29.97
10659385	Maintenance	Paid by Check #13273		05/02/2017	06/22/2017	06/22/2017		06/23/2017	(11.27)
10659392	Maintenance	Paid by Check #13273		05/02/2017	06/22/2017	06/22/2017		06/23/2017	127.82
10659403	Maintenance	Paid by Check #13273		05/02/2017	06/22/2017	06/22/2017		06/23/2017	72.15
10659409	Maintenance	Paid by Check #13273		05/02/2017	06/22/2017	06/22/2017		06/23/2017	109.80
10659457	Maintenance	Paid by Check #13273		05/03/2017	06/22/2017	06/22/2017		06/23/2017	50.73
10659458	Maintenance	Paid by Check #13273		05/03/2017	06/22/2017	06/22/2017		06/23/2017	19.52
10659482	Maintenance	Paid by Check #13273		05/03/2017	06/22/2017	06/22/2017		06/23/2017	2.22
10659586	Maintenance	Paid by Check #13273		05/03/2017	06/22/2017	06/22/2017		06/23/2017	9.74



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Vendor 4 - Dinuba Lumber Company									
10659598	Maintenance	Paid by Check #13273		05/03/2017	06/22/2017	06/22/2017		06/23/2017	96.12
10659653	Maintenance	Paid by Check #13273		05/04/2017	06/22/2017	06/22/2017		06/23/2017	6.18
10659688	Maintenance	Paid by Check #13273		05/04/2017	06/22/2017	06/22/2017		06/23/2017	13.64
10659690	Maintenance	Paid by Check #13273		05/04/2017	06/22/2017	06/22/2017		06/23/2017	3.41
10659691	Maintenance	Paid by Check #13273		05/04/2017	06/22/2017	06/22/2017		06/23/2017	4.75
10659751	Maintenance	Paid by Check #13273		05/04/2017	06/22/2017	06/22/2017		06/23/2017	14.63
10659755	Maintenance	Paid by Check #13273		05/04/2017	06/22/2017	06/22/2017		06/23/2017	5.46
10659763	Maintenance	Paid by Check #13273		05/04/2017	06/22/2017	06/22/2017		06/23/2017	6.48
10659804	Maintenance	Paid by Check #13273		05/05/2017	06/22/2017	06/22/2017		06/23/2017	290.78
10659831	Maintenance	Paid by Check #13273		05/05/2017	06/22/2017	06/22/2017		06/23/2017	25.76
10659847	Maintenance	Paid by Check #13273		05/05/2017	06/22/2017	06/22/2017		06/23/2017	16.45
10659858	Maintenance	Paid by Check #13273		05/05/2017	06/22/2017	06/22/2017		06/23/2017	34.17
10659885	Maintenance	Paid by Check #13273		05/05/2017	06/22/2017	06/22/2017		06/23/2017	1.94
10659901	Maintenance	Paid by Check #13273		05/05/2017	06/22/2017	06/22/2017		06/23/2017	4.38
10659916	Maintenance	Paid by Check #13273		05/05/2017	06/22/2017	06/22/2017		06/23/2017	33.18
10659973	Maintenance	Paid by Check #13273		05/06/2017	06/22/2017	06/22/2017		06/23/2017	34.73
10660021	Maintenance	Paid by Check #13273		05/08/2017	06/22/2017	06/22/2017		06/23/2017	91.95
10660039	Maintenance	Paid by Check #13273		05/08/2017	06/22/2017	06/22/2017		06/23/2017	7.16
10660057	Maintenance	Paid by Check #13273		05/08/2017	06/22/2017	06/22/2017		06/23/2017	14.64
10660102	Maintenance	Paid by Check #13273		05/08/2017	06/22/2017	06/22/2017		06/23/2017	8.96
10660104	Maintenance	Paid by Check #13273		05/08/2017	06/22/2017	06/22/2017		06/23/2017	8.67
10660163	Maintenance	Paid by Check #13273		05/09/2017	06/22/2017	06/22/2017		06/23/2017	302.72
10660167	Maintenance	Paid by Check #13273		05/09/2017	06/22/2017	06/22/2017		06/23/2017	24.78
10660176	Maintenance	Paid by Check #13273		05/09/2017	06/22/2017	06/22/2017		06/23/2017	5.85
10660221	Maintenance	Paid by Check #13273		05/09/2017	06/22/2017	06/22/2017		06/23/2017	9.95
10660224	Maintenance	Paid by Check #13273		05/09/2017	06/22/2017	06/22/2017		06/23/2017	7.60
10660228	Maintenance	Paid by Check #13273		05/09/2017	06/22/2017	06/22/2017		06/23/2017	7.30
10660238	Maintenance	Paid by Check #13273		05/09/2017	06/22/2017	06/22/2017		06/23/2017	8.78
10660272	Maintenance	Paid by Check #13273		05/09/2017	06/22/2017	06/22/2017		06/23/2017	46.40
10660278	Maintenance	Paid by Check #13273		05/09/2017	06/22/2017	06/22/2017		06/23/2017	28.68
10660282	Maintenance	Paid by Check #13273		05/09/2017	06/22/2017	06/22/2017		06/23/2017	30.39
10660289	Maintenance	Paid by Check #13273		05/09/2017	06/22/2017	06/22/2017		06/23/2017	10.52
10660293	Maintenance	Paid by Check #13273		05/09/2017	06/22/2017	06/22/2017		06/23/2017	22.44
10660323	Maintenance	Paid by Check #13273		05/09/2017	06/22/2017	06/22/2017		06/23/2017	6.82
10660340	Maintenance	Paid by Check #13273		05/10/2017	06/22/2017	06/22/2017		06/23/2017	32.66
10660443	Maintenance	Paid by Check #13273		05/10/2017	06/22/2017	06/22/2017		06/23/2017	83.55
10660474	Maintenance	Paid by Check #13273		05/10/2017	06/22/2017	06/22/2017		06/23/2017	2.60
10660495	Maintenance	Paid by Check #13273		05/11/2017	06/22/2017	06/22/2017		06/23/2017	274.40
10660512	Maintenance	Paid by Check #13273		05/11/2017	06/22/2017	06/22/2017		06/23/2017	9.05
10660545	Maintenance	Paid by Check #13273		05/11/2017	06/22/2017	06/22/2017		06/23/2017	18.98
10660562	Maintenance	Paid by Check #13273		05/11/2017	06/22/2017	06/22/2017		06/23/2017	68.71



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Vendor 4 - Dinuba Lumber Company									
10660575	Maintenance	Paid by Check #13273		05/11/2017	06/22/2017	06/22/2017		06/23/2017	51.99
10660594	Maintenance	Paid by Check #13273		05/11/2017	06/22/2017	06/22/2017		06/23/2017	19.51
10660595	Maintenance	Paid by Check #13273		05/11/2017	06/22/2017	06/22/2017		06/23/2017	.36
10660636	Maintenance	Paid by Check #13273		05/12/2017	06/22/2017	06/22/2017		06/23/2017	8.96
10660718	Maintenance	Paid by Check #13273		05/12/2017	06/22/2017	06/22/2017		06/23/2017	27.33
10660721	Maintenance	Paid by Check #13273		05/12/2017	06/22/2017	06/22/2017		06/23/2017	5.80
10660736	Maintenance	Paid by Check #13273		05/12/2017	06/22/2017	06/22/2017		06/23/2017	40.99
10660740	Maintenance	Paid by Check #13273		05/12/2017	06/22/2017	06/22/2017		06/23/2017	47.26
10660851	Maintenance	Paid by Check #13273		05/15/2017	06/22/2017	06/22/2017		06/23/2017	32.37
10660903	Maintenance	Paid by Check #13273		05/15/2017	06/22/2017	06/22/2017		06/23/2017	2.47
10660927	Maintenance	Paid by Check #13273		05/15/2017	06/22/2017	06/22/2017		06/23/2017	17.07
10660935	Maintenance	Paid by Check #13273		05/15/2017	06/22/2017	06/22/2017		06/23/2017	13.66
10660936	Maintenance	Paid by Check #13273		05/15/2017	06/22/2017	06/22/2017		06/23/2017	13.66
10660937	Maintenance	Paid by Check #13273		05/15/2017	06/22/2017	06/22/2017		06/23/2017	.29
10660964	Maintenance	Paid by Check #13273		05/16/2017	06/22/2017	06/22/2017		06/23/2017	7.81
10660967	Maintenance	Paid by Check #13273		05/16/2017	06/22/2017	06/22/2017		06/23/2017	220.26
10660982	Maintenance	Paid by Check #13273		05/16/2017	06/22/2017	06/22/2017		06/23/2017	2.72
10660984	Maintenance	Paid by Check #13273		05/16/2017	06/22/2017	06/22/2017		06/23/2017	2.88
10661054	Maintenance	Paid by Check #13273		05/16/2017	06/22/2017	06/22/2017		06/23/2017	(27.33)
10661069	Maintenance	Paid by Check #13273		05/16/2017	06/22/2017	06/22/2017		06/23/2017	7.80
10661081	Maintenance	Paid by Check #13273		05/17/2017	06/22/2017	06/22/2017		06/23/2017	9.75
10661152	Maintenance	Paid by Check #13273		05/17/2017	06/22/2017	06/22/2017		06/23/2017	8.78
10661155	Maintenance	Paid by Check #13273		05/17/2017	06/22/2017	06/22/2017		06/23/2017	3.90
10661220	Maintenance	Paid by Check #13273		05/18/2017	06/22/2017	06/22/2017		06/23/2017	4.58
10661227	Maintenance	Paid by Check #13273		05/18/2017	06/22/2017	06/22/2017		06/23/2017	9.95
10661262	Maintenance	Paid by Check #13273		05/18/2017	06/22/2017	06/22/2017		06/23/2017	13.26
10661298	Maintenance	Paid by Check #13273		05/18/2017	06/22/2017	06/22/2017		06/23/2017	21.47
10661348	Maintenance	Paid by Check #13273		05/18/2017	06/22/2017	06/22/2017		06/23/2017	3.31
10661363	Maintenance	Paid by Check #13273		05/19/2017	06/22/2017	06/22/2017		06/23/2017	35.13
10661378	Maintenance	Paid by Check #13273		05/19/2017	06/22/2017	06/22/2017		06/23/2017	13.66
10661411	Maintenance	Paid by Check #13273		05/19/2017	06/22/2017	06/22/2017		06/23/2017	17.92
10661438	Maintenance	Paid by Check #13273		05/19/2017	06/22/2017	06/22/2017		06/23/2017	220.20
10661481	Maintenance	Paid by Check #13273		05/19/2017	06/22/2017	06/22/2017		06/23/2017	12.37
10661647	Maintenance	Paid by Check #13273		05/22/2017	06/22/2017	06/22/2017		06/23/2017	21.17
10661661	Maintenance	Paid by Check #13273		05/22/2017	06/22/2017	06/22/2017		06/23/2017	8.67
10661662	Maintenance	Paid by Check #13273		05/22/2017	06/22/2017	06/22/2017		06/23/2017	8.96
10661688	Maintenance	Paid by Check #13273		05/22/2017	06/22/2017	06/22/2017		06/23/2017	11.93
10661720	Maintenance	Paid by Check #13273		05/22/2017	06/22/2017	06/22/2017		06/23/2017	37.11
10661731	Maintenance	Paid by Check #13273		05/22/2017	06/22/2017	06/22/2017		06/23/2017	15.61
10661745	Maintenance	Paid by Check #13273		05/23/2017	06/22/2017	06/22/2017		06/23/2017	27.68
10661750	Maintenance	Paid by Check #13273		05/23/2017	06/22/2017	06/22/2017		06/23/2017	3.36



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Vendor 4 - Dinuba Lumber Company									
10661770	Maintenance	Paid by Check #13273		05/23/2017	06/22/2017	06/22/2017		06/23/2017	6.14
10661792	Maintenance	Paid by Check #13273		05/23/2017	06/22/2017	06/22/2017		06/23/2017	28.86
10661799	Maintenance	Paid by Check #13273		05/23/2017	06/22/2017	06/22/2017		06/23/2017	8.39
10661835	Maintenance	Paid by Check #13273		05/23/2017	06/22/2017	06/22/2017		06/23/2017	16.58
10661840	Maintenance	Paid by Check #13273		05/23/2017	06/22/2017	06/22/2017		06/23/2017	32.06
10661870	Maintenance	Paid by Check #13273		05/23/2017	06/22/2017	06/22/2017		06/23/2017	54.53
10661888	Maintenance	Paid by Check #13273		05/24/2017	06/22/2017	06/22/2017		06/23/2017	65.09
10661898	Maintenance	Paid by Check #13273		05/24/2017	06/22/2017	06/22/2017		06/23/2017	50.53
10661899	Maintenance	Paid by Check #13273		05/24/2017	06/22/2017	06/22/2017		06/23/2017	17.24
10661911	Maintenance	Paid by Check #13273		05/24/2017	06/22/2017	06/22/2017		06/23/2017	17.56
10661912	Maintenance	Paid by Check #13273		05/24/2017	06/22/2017	06/22/2017		06/23/2017	4.49
10661921	Maintenance	Paid by Check #13273		05/24/2017	06/22/2017	06/22/2017		06/23/2017	16.06
10661947	Maintenance	Paid by Check #13273		05/24/2017	06/22/2017	06/22/2017		06/23/2017	59.00
10661988	Maintenance	Paid by Check #13273		05/24/2017	06/22/2017	06/22/2017		06/23/2017	9.75
10661994	Maintenance	Paid by Check #13273		05/24/2017	06/22/2017	06/22/2017		06/23/2017	(9.75)
10661996	Maintenance	Paid by Check #13273		05/24/2017	06/22/2017	06/22/2017		06/23/2017	43.93
10662034	Maintenance	Paid by Check #13273		05/25/2017	06/22/2017	06/22/2017		06/23/2017	9.74
10662037	Maintenance	Paid by Check #13273		05/25/2017	06/22/2017	06/22/2017		06/23/2017	2.52
10662050	Maintenance	Paid by Check #13273		05/25/2017	06/22/2017	06/22/2017		06/23/2017	49.30
10662056	Maintenance	Paid by Check #13273		05/25/2017	06/22/2017	06/22/2017		06/23/2017	25.64
10662065	Maintenance	Paid by Check #13273		05/25/2017	06/22/2017	06/22/2017		06/23/2017	14.64
10662127	Maintenance	Paid by Check #13273		05/25/2017	06/22/2017	06/22/2017		06/23/2017	1.58
10662225	Maintenance	Paid by Check #13273		05/26/2017	06/22/2017	06/22/2017		06/23/2017	12.71
10662230	Maintenance	Paid by Check #13273		05/26/2017	06/22/2017	06/22/2017		06/23/2017	8.29
10662231	Maintenance	Paid by Check #13273		05/26/2017	06/22/2017	06/22/2017		06/23/2017	(8.29)
10662233	Maintenance	Paid by Check #13273		05/26/2017	06/22/2017	06/22/2017		06/23/2017	8.29
10662249	Maintenance	Paid by Check #13273		05/26/2017	06/22/2017	06/22/2017		06/23/2017	9.75
10662264	Maintenance	Paid by Check #13273		05/26/2017	06/22/2017	06/22/2017		06/23/2017	71.58
10662280	Maintenance	Paid by Check #13273		05/26/2017	06/22/2017	06/22/2017		06/23/2017	6.91
10662475	Maintenance	Paid by Check #13273		05/29/2017	06/22/2017	06/22/2017		06/23/2017	.55
10662528	Maintenance	Paid by Check #13273		05/30/2017	06/22/2017	06/22/2017		06/23/2017	73.21
10662532	Maintenance	Paid by Check #13273		05/30/2017	06/22/2017	06/22/2017		06/23/2017	24.55
10662552	Maintenance	Paid by Check #13273		05/30/2017	06/22/2017	06/22/2017		06/23/2017	8.29
10662572	Maintenance	Paid by Check #13273		05/30/2017	06/22/2017	06/22/2017		06/23/2017	14.64
10662592	Maintenance	Paid by Check #13273		05/30/2017	06/22/2017	06/22/2017		06/23/2017	5.77
10662596	Maintenance	Paid by Check #13273		05/30/2017	06/22/2017	06/22/2017		06/23/2017	123.53
10662599	Maintenance	Paid by Check #13273		05/30/2017	06/22/2017	06/22/2017		06/23/2017	46.04
10662601	Maintenance	Paid by Check #13273		05/30/2017	06/22/2017	06/22/2017		06/23/2017	4.48
10662655	Maintenance	Paid by Check #13273		05/31/2017	06/22/2017	06/22/2017		06/23/2017	325.50
10662675	Maintenance	Paid by Check #13273		05/31/2017	06/22/2017	06/22/2017		06/23/2017	22.38
10662676	Maintenance	Paid by Check #13273		05/31/2017	06/22/2017	06/22/2017		06/23/2017	6.44



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Vendor 4 - Dinuba Lumber Company									
10662682	Maintenance	Paid by Check #13273		05/31/2017	06/22/2017	06/22/2017		06/23/2017	7.80
10662719	Maintenance	Paid by Check #13273		05/31/2017	06/22/2017	06/22/2017		06/23/2017	21.47
10662751	Maintenance	Paid by Check #13273		05/31/2017	06/22/2017	06/22/2017		06/23/2017	13.44
10662775	Maintenance	Paid by Check #13273		05/31/2017	06/22/2017	06/22/2017		06/23/2017	56.62
Vendor 4 - Dinuba Lumber Company Totals								Invoices 147	<u>\$5,018.25</u>
Vendor 341 - Dinuba Tires LLC									
70062	TIRES FOR PD23	Paid by Check #13274		06/13/2017	06/23/2017	06/23/2017		06/23/2017	380.00
70065	TIRES FOR P06	Paid by Check #13274		06/15/2017	06/23/2017	06/23/2017		06/23/2017	760.00
70074	FLAT REPAIR FOR PD24	Paid by Check #13274		06/16/2017	06/23/2017	06/23/2017		06/23/2017	15.00
Vendor 341 - Dinuba Tires LLC Totals								Invoices 3	<u>\$1,155.00</u>
Vendor 200 - Dinuba Unified School District									
1157	Senior Lunches - May 2017	Paid by Check #13275		05/31/2017	06/23/2017	06/23/2017		06/23/2017	3,600.00
Vendor 200 - Dinuba Unified School District Totals								Invoices 1	<u>\$3,600.00</u>
Vendor 904 - Dinuba Woman's Club									
2017-18 C Bobst	Membership 2017-18 C. Bobst	Paid by Check #13276		06/15/2017	06/23/2017	06/23/2017		06/23/2017	65.00
Vendor 904 - Dinuba Woman's Club Totals								Invoices 1	<u>\$65.00</u>
Vendor 1297 - Jeffrey B Dodd									
062317	Fy16/17-SNL Entertainment Band 06/23/17	No Need		06/23/2017	06/23/2017	06/23/2017	06/19/2017		600.00
Vendor 1297 - Jeffrey B Dodd Totals								Invoices 1	<u>\$600.00</u>
Vendor 62 - Ed Dena's Auto Center									
202465CVR	LAMP FOR U31	Paid by Check #13277		06/16/2017	06/23/2017	06/23/2017		06/23/2017	28.94
Vendor 62 - Ed Dena's Auto Center Totals								Invoices 1	<u>\$28.94</u>
Vendor 867 - Electric Motor Shop									
RS-RI17060	REPLACEMENT MOTOR FOR DEWATERING AIRGAP PUMP 2	Paid by Check #13278		06/05/2017	06/23/2017	06/23/2017		06/23/2017	726.95
Vendor 867 - Electric Motor Shop Totals								Invoices 1	<u>\$726.95</u>
Vendor 36 - Ewing Irrigation Products									
3341944	Fy 16/17-Parks-Supplies	Paid by Check #13279		05/17/2017	06/23/2017	06/23/2017	05/19/2017	06/23/2017	127.19
3351193	Fy 16/17-Parks-Supplies	Paid by Check #13279		05/18/2017	06/23/2017	06/23/2017	06/09/2017	06/23/2017	187.68
3470537	Fy 16/17-Parks-Supplies	Paid by Check #13279		06/06/2017	06/23/2017	06/23/2017	06/09/2017	06/23/2017	32.08
3470538	Fy 16/17-Parks-Supplies	Paid by Check #13279		06/06/2017	06/23/2017	06/23/2017	06/09/2017	06/23/2017	105.43
3470539	Fy 16/17-Parks-Supplies	Paid by Check #13279		06/06/2017	06/23/2017	06/23/2017	06/09/2017	06/23/2017	205.88
3470540	FY 16/17-L&L-Supplies	Paid by Check #13279		06/06/2017	06/23/2017	06/23/2017	06/19/2017	06/23/2017	545.65
3506374	Fy 16/17-Supplies	Paid by Check #13279		06/10/2017	06/23/2017	06/23/2017	06/12/2017	06/23/2017	859.32
Vendor 36 - Ewing Irrigation Products Totals								Invoices 7	<u>\$2,063.23</u>



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Vendor 406 - Fred's Plumbing									
17.0261	DRAINS FOR PD	Paid by Check #13280		05/08/2017	06/23/2017	06/23/2017		06/23/2017	471.11
Vendor 406 - Fred's Plumbing Totals							Invoices	1	\$471.11
Vendor 171 - Fruit Growers Supply Co.									
91874517	BUILDING MAINTENANCE SUPPLIES	Paid by Check #13281		06/13/2017	06/23/2017	06/23/2017		06/23/2017	762.52
Vendor 171 - Fruit Growers Supply Co. Totals							Invoices	1	\$762.52
Vendor 765 - Future Ford of Clovis									
701713	ENGINE FOR VEHICLE M734	Paid by Check #13282		05/26/2017	06/23/2017	06/23/2017		06/23/2017	16,251.14
702914	HARNESS FOR M33	Paid by Check #13282		06/14/2017	06/23/2017	06/23/2017		06/23/2017	888.85
703038	RADIATOR FOR M33	Paid by Check #13282		06/14/2017	06/23/2017	06/23/2017		06/23/2017	321.95
Vendor 765 - Future Ford of Clovis Totals							Invoices	3	\$17,461.94
Vendor 825 - G & K Services, Co.									
6258100812	City Hall	Paid by Check #13283		05/03/2017	06/23/2017	06/23/2017		06/23/2017	50.20
6258100813	Senior Citizens	Paid by Check #13283		05/03/2017	06/23/2017	06/23/2017		06/23/2017	36.92
6258100816	Fire Dept	Paid by Check #13283		05/03/2017	06/23/2017	06/23/2017		06/23/2017	88.76
6258101353	Wastewater	Paid by Check #13283		05/04/2017	06/23/2017	06/23/2017		06/23/2017	79.18
6258101357	Parks	Paid by Check #13283		05/04/2017	06/23/2017	06/23/2017		06/23/2017	83.35
6258101358	Contractual	Paid by Check #13283		05/04/2017	06/23/2017	06/23/2017		06/23/2017	59.71
6258101359	Contractual	Paid by Check #13283		05/04/2017	06/23/2017	06/23/2017		06/23/2017	149.44
6258103501	City Hall	Paid by Check #13283		05/10/2017	06/23/2017	06/23/2017		06/23/2017	50.20
6258103503	Fire Dept Office	Paid by Check #13283		05/10/2017	06/23/2017	06/23/2017		06/23/2017	17.26
6258103504	Fire Dept	Paid by Check #13283		05/10/2017	06/23/2017	06/23/2017		06/23/2017	88.76
6258104062	Wastewater	Paid by Check #13283		05/11/2017	06/23/2017	06/23/2017		06/23/2017	79.18
6258104065	Parks	Paid by Check #13283		05/11/2017	06/23/2017	06/23/2017		06/23/2017	83.35
6258104066	Contractual	Paid by Check #13283		05/11/2017	06/23/2017	06/23/2017		06/23/2017	59.71
6258104067	Contractual	Paid by Check #13283		05/11/2017	06/23/2017	06/23/2017		06/23/2017	149.44
6258106200	City Hall	Paid by Check #13283		05/17/2017	06/23/2017	06/23/2017		06/23/2017	50.20
6258106201	Senior Citizens	Paid by Check #13283		05/17/2017	06/23/2017	06/23/2017		06/23/2017	36.92
6258106204	Fire Dept	Paid by Check #13283		05/17/2017	06/23/2017	06/23/2017		06/23/2017	88.76
6258106741	Wastewater	Paid by Check #13283		05/18/2017	06/23/2017	06/23/2017		06/23/2017	79.18
6258106745	Parks	Paid by Check #13283		05/18/2017	06/23/2017	06/23/2017		06/23/2017	83.35
6258106746	Contractual	Paid by Check #13283		05/18/2017	06/23/2017	06/23/2017		06/23/2017	59.71
6258106747	Contractual	Paid by Check #13283		05/18/2017	06/23/2017	06/23/2017		06/23/2017	169.99
6258108887	City Hall	Paid by Check #13283		05/24/2017	06/23/2017	06/23/2017		06/23/2017	50.20
6258108889	Fire Dept Office	Paid by Check #13283		05/24/2017	06/23/2017	06/23/2017		06/23/2017	17.26
6258108890	Fire Dept	Paid by Check #13283		05/24/2017	06/23/2017	06/23/2017		06/23/2017	88.76
6258109444	Wastewater	Paid by Check #13283		05/25/2017	06/23/2017	06/23/2017		06/23/2017	79.18



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Vendor 825 - G & K Services, Co.									
6258109446	Parks	Paid by Check #13283		05/25/2017	06/23/2017	06/23/2017		06/23/2017	83.35
6258109447	Contractual	Paid by Check #13283		05/25/2017	06/23/2017	06/23/2017		06/23/2017	59.71
6258109448	Contractual	Paid by Check #13283		05/25/2017	06/23/2017	06/23/2017		06/23/2017	149.44
6258111591	City Hall	Paid by Check #13283		05/31/2017	06/23/2017	06/23/2017		06/23/2017	50.20
6258111592	Senior Citizens	Paid by Check #13283		05/31/2017	06/23/2017	06/23/2017		06/23/2017	36.92
6258111593	cleaning supplies	Paid by Check #13283		05/31/2017	06/23/2017	06/23/2017		06/23/2017	77.43
6258111594	cleaning supplies	Paid by Check #13283		05/31/2017	06/23/2017	06/23/2017		06/23/2017	13.20
6258116961	janitorial service	Paid by Check #13283		06/14/2017	06/23/2017	06/23/2017		06/23/2017	77.43
6258116962	janitorial service	Paid by Check #13283		06/14/2017	06/23/2017	06/23/2017		06/23/2017	13.20
Vendor 825 - G & K Services, Co. Totals							Invoices	34	\$2,439.85
Vendor 18 - The Gas Company									
029715794596/17	Utilities	Paid by Check #13284		06/05/2017	06/23/2017	06/23/2017		06/23/2017	14.89
099015580086/17	Utilities	Paid by Check #13284		06/05/2017	06/23/2017	06/23/2017		06/23/2017	21.93
109549659676/17	Votech Gas 5/2 - 6/1/17	Paid by Check #13284		06/05/2017	06/23/2017	06/23/2017		06/23/2017	22.36
113715786496/17	utilities - gas	Paid by Check #13284		06/05/2017	06/23/2017	06/23/2017		06/23/2017	.05
162015670016/17	Utilities	Paid by Check #13284		06/05/2017	06/23/2017	06/23/2017		06/23/2017	23.84
162015800046/17	June 2017	Paid by Check #13284		06/05/2017	06/23/2017	06/23/2017		06/23/2017	18.75
164115670076/17	Utilities	Paid by Check #13284		06/05/2017	06/23/2017	06/23/2017		06/23/2017	26.44
1683513818706/17	Transit (4/3/17-6/1/17)	Paid by Check #13284		06/05/2017	06/23/2017	06/23/2017		06/23/2017	13.17
086574247126/17	Utilities	Paid by Check #13284		06/06/2017	06/23/2017	06/23/2017		06/23/2017	5,015.96
128552035976/17	Utilities	Paid by Check #13284		06/06/2017	06/23/2017	06/23/2017		06/23/2017	24.41
Vendor 18 - The Gas Company Totals							Invoices	10	\$5,181.80
Vendor 252 - Geil Enterprises, Inc.									
326345	Transit (July 2017-September 2017) FY 2018	Paid by Check #13285		07/01/2017	06/23/2017	06/23/2017		06/23/2017	291.00
Vendor 252 - Geil Enterprises, Inc. Totals							Invoices	1	\$291.00
Vendor 68 - Grainger Inc.									
9470556300	KELLEM GRIP FOR AERATOR IN A-B	Paid by Check #13286		06/12/2017	06/23/2017	06/23/2017		06/23/2017	68.71
Vendor 68 - Grainger Inc. Totals							Invoices	1	\$68.71
Vendor 379 - Guardian EMS Products									
5739853	Supplies	Paid by Check #13287		06/02/2017	06/23/2017	06/23/2017		06/23/2017	63.43
Vendor 379 - Guardian EMS Products Totals							Invoices	1	\$63.43
Vendor 886 - H & H Auto Sales and Repairs									
040866	SMOG FOR DS8	Paid by Check #13288		06/19/2017	06/23/2017	06/23/2017		06/23/2017	40.00
040872	SMOG FOR DS1	Paid by Check #13288		06/19/2017	06/23/2017	06/23/2017		06/23/2017	40.00
Vendor 886 - H & H Auto Sales and Repairs Totals							Invoices	2	\$80.00



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Vendor 829 - Hach Company									
10475485	INFLUENT SAMPLER PUMP	Paid by Check #13289		05/30/2017	06/23/2017	06/23/2017		06/23/2017	774.30
Vendor 829 - Hach Company Totals							Invoices	1	\$774.30
Vendor 139 - Henry Schein Inc.									
42225480	Supplies	Paid by Check #13290		06/02/2017	06/23/2017	06/23/2017		06/23/2017	1,163.79
42402438	Supplies	Paid by Check #13290		06/07/2017	06/23/2017	06/23/2017		06/23/2017	176.20
42443657	Supplies	Paid by Check #13290		06/09/2017	06/23/2017	06/23/2017		06/23/2017	42.47
Vendor 139 - Henry Schein Inc. Totals							Invoices	3	\$1,382.46
Vendor 174 - Howard's Pest Control									
0258908	Transit 6/16/2017 service	Paid by Check #13291		06/16/2017	06/23/2017	06/23/2017		06/23/2017	50.00
Vendor 174 - Howard's Pest Control Totals							Invoices	1	\$50.00
Vendor 43 - Jack's Refrigeration Inc.									
25090	PD DISPATCH AC	Paid by Check #13292		03/02/2017	06/23/2017	06/23/2017		06/23/2017	1,936.50
Vendor 43 - Jack's Refrigeration Inc. Totals							Invoices	1	\$1,936.50
Vendor 472 - Jacobson James & Associates									
1705.3881	REMEDIATION REVIEW - MAY 2017	Paid by Check #13293		06/09/2017	06/23/2017	06/23/2017		06/23/2017	1,858.01
1705.3882	WELLHEAD MAINT - MAY 2017	Paid by Check #13293		06/09/2017	06/23/2017	06/23/2017		06/23/2017	218.02
1705.3883	SENTINEL WELL MONITORING - MAY 2017	Paid by Check #13293		06/09/2017	06/23/2017	06/23/2017		06/23/2017	7,223.88
Vendor 472 - Jacobson James & Associates Totals							Invoices	3	\$9,299.91
Vendor 413 - Jim Brisco Enterprises									
15069	BIOSOLIDS REMOVAL	Paid by Check #13294		06/02/2017	06/23/2017	06/23/2017		06/23/2017	70,000.00
Vendor 413 - Jim Brisco Enterprises Totals							Invoices	1	\$70,000.00
Vendor 5 - Jorgensen & Co.									
5669150	Safety	Paid by Check #13295		06/08/2017	06/23/2017	06/23/2017		06/23/2017	361.26
Vendor 5 - Jorgensen & Co. Totals							Invoices	1	\$361.26
Vendor 914 - Leonel Jimenez									
25017.8.C	Fy 16/17-SNL 6/23/17 Bounce House Vendor	No Need		06/05/2017	06/23/2017	06/23/2017	06/19/2017		100.00
Vendor 914 - Leonel Jimenez Totals							Invoices	1	\$100.00
Vendor 1298 - Mark T Clausen Attorney-Client Trust Account									
Settlement	Sanchez settlement for seized property	Paid by Check #13296		06/19/2017	06/23/2017	06/23/2017		06/23/2017	44,882.00
Vendor 1298 - Mark T Clausen Attorney-Client Trust Account Totals							Invoices	1	\$44,882.00



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Vendor 160 - Mid Valley Publishing Inc.									
304046-IN	5/25/17 Urgency 2017-05	Paid by Check #13297		05/25/2017	06/23/2017	06/23/2017		06/23/2017	90.00
Vendor 160 - Mid Valley Publishing Inc. Totals							Invoices	1	\$90.00
Vendor 22 - Moore Twining Associates Inc.									
7129606	WATER SAMPLE TESTING	Paid by Check #13298		06/13/2017	06/23/2017	06/23/2017		06/23/2017	88.00
7129607	WATER SAMPLE TESTING	Paid by Check #13298		06/13/2017	06/23/2017	06/23/2017		06/23/2017	88.00
7129608	WATER SAMPLE TESTING	Paid by Check #13298		06/13/2017	06/23/2017	06/23/2017		06/23/2017	88.00
7129610	WATER SAMPLE TESTING	Paid by Check #13298		06/13/2017	06/23/2017	06/23/2017		06/23/2017	88.00
7129611	WATER SAMPLE TESTING	Paid by Check #13298		06/13/2017	06/23/2017	06/23/2017		06/23/2017	88.00
Vendor 22 - Moore Twining Associates Inc. Totals							Invoices	5	\$440.00
Vendor 1038 - JUAN MORENO									
Granada Hills	FY 2018	Paid by Check #13299		06/01/2017	06/23/2017	06/23/2017		06/23/2017	80.00
Vendor 1038 - JUAN MORENO Totals							Invoices	1	\$80.00
Vendor 884 - Napa Auto Parts									
342205	CONNECTOR FOR FLEET MAINTENANCE	Paid by Check #13300		12/06/2016	06/23/2017	06/23/2017		06/23/2017	3.23
274953	CREDIT	Paid by Check #13300		01/28/2017	06/23/2017	06/23/2017		06/23/2017	(177.27)
366330	LAMP FOR FLEET MAINTENANCE	Paid by Check #13300		04/03/2017	06/23/2017	06/23/2017		06/23/2017	16.53
374784	CREDIT	Paid by Check #13300		05/16/2017	06/23/2017	06/23/2017		06/23/2017	(16.53)
2317-376146	BRAKE PADS FOR BUS 9	Paid by Check #13300		05/23/2017	06/23/2017	06/23/2017		06/23/2017	80.50
2317-380217	PADS AND ROTORS FOR T19	Paid by Check #13300		06/13/2017	06/23/2017	06/23/2017		06/23/2017	210.65
Vendor 884 - Napa Auto Parts Totals							Invoices	6	\$117.11
Vendor 142 - Office Depot BSD									
934014963001	Office Depot Misc and CIP Book	Paid by Check #13301		06/07/2017	06/23/2017	06/23/2017		06/23/2017	108.72
934607900001	Supplies	Paid by Check #13301		06/09/2017	06/23/2017	06/23/2017		06/23/2017	197.11
Vendor 142 - Office Depot BSD Totals							Invoices	2	\$305.83
Vendor 781 - Omega Industrial Supply Inc.									
105102	REST X AEROSOL	Paid by Check #13302		05/30/2017	06/23/2017	06/23/2017		06/23/2017	230.71
Vendor 781 - Omega Industrial Supply Inc. Totals							Invoices	1	\$230.71
Vendor 76 - Pacific Gas & Electric									
863399039986/17	Utilities	Paid by Check #13304		06/02/2017	06/23/2017	06/23/2017		06/23/2017	19.71
134445515956/17	Utilities	Paid by Check #13303		06/08/2017	06/23/2017	06/23/2017		06/23/2017	104.42
210475377886/17	Utilities	Paid by Check #13304		06/08/2017	06/23/2017	06/23/2017		06/23/2017	155.68
220142834896/17	Utilities	Paid by Check #13303		06/08/2017	06/23/2017	06/23/2017		06/23/2017	49.96
250971736426/17	Votech - Alley Elec. 5/9 - 6/7/17	Paid by Check #13303		06/08/2017	06/23/2017	06/23/2017		06/23/2017	79.37
284878382876/17	Utilities	Paid by Check #13303		06/08/2017	06/23/2017	06/23/2017		06/23/2017	9.98



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Vendor 76 - Pacific Gas & Electric									
447571605186/17	Transit (5/9/2017-6/7/2017)	Paid by Check #13303		06/08/2017	06/23/2017	06/23/2017		06/23/2017	733.18
496411368306/17	Utilities	Paid by Check #13304		06/08/2017	06/23/2017	06/23/2017		06/23/2017	100.97
600855929176/17	Votech Bldg. Elec Credit 5/9 - 6/7/17	Paid by Check #13303		06/08/2017	06/23/2017	06/23/2017		06/23/2017	(27.78)
602118118766/17	Utilities	Paid by Check #13303		06/08/2017	06/23/2017	06/23/2017		06/23/2017	1,556.95
605804926706/17	Utilities	Paid by Check #13304		06/08/2017	06/23/2017	06/23/2017		06/23/2017	49.40
610825188066/17	Utilities	Paid by Check #13303		06/08/2017	06/23/2017	06/23/2017		06/23/2017	719.37
630805446696/17	Utilities	Paid by Check #13304		06/08/2017	06/23/2017	06/23/2017		06/23/2017	10.55
768101241986/17	Transit (5/9/2017-6/7/2017)	Paid by Check #13303		06/08/2017	06/23/2017	06/23/2017		06/23/2017	165.49
860727324976/17	Utilities	Paid by Check #13303		06/08/2017	06/23/2017	06/23/2017		06/23/2017	20.96
909971991136/17	Utilities	Paid by Check #13303		06/08/2017	06/23/2017	06/23/2017		06/23/2017	18.88
962476921956/17	Utilities	Paid by Check #13303		06/08/2017	06/23/2017	06/23/2017		06/23/2017	270.84
975086523736/17	Transit (5/9/2017-6/7/2017)	Paid by Check #13303		06/08/2017	06/23/2017	06/23/2017		06/23/2017	62.19
183409121306/17	Utilities	Paid by Check #13303		06/09/2017	06/23/2017	06/23/2017		06/23/2017	11.47
354744710716/17	June 2017	Paid by Check #13303		06/09/2017	06/23/2017	06/23/2017		06/23/2017	481.35
516730856046/17	Utilities	Paid by Check #13304		06/09/2017	06/23/2017	06/23/2017		06/23/2017	74.33
618305447406/17	June 2017	Paid by Check #13303		06/09/2017	06/23/2017	06/23/2017		06/23/2017	730.25
672472110626/17	Utilities	Paid by Check #13304		06/09/2017	06/23/2017	06/23/2017		06/23/2017	156.62
676638777016/17	Utilities	Paid by Check #13304		06/09/2017	06/23/2017	06/23/2017		06/23/2017	11.89
874409527916/17	Utilities	Paid by Check #13304		06/09/2017	06/23/2017	06/23/2017		06/23/2017	9.86
Vendor 76 - Pacific Gas & Electric Totals							Invoices	25	\$5,575.89
Vendor 29 - Quad Knopf Inc.									
88186	CDBG Land Use Strategic Plan	Paid by Check #13305		05/12/2017	06/23/2017	06/23/2017		06/23/2017	8,280.41
Vendor 29 - Quad Knopf Inc. Totals							Invoices	1	\$8,280.41
Vendor 441 - Rabobank Visa Card									
1640 6/1/17	Food & Beverages	Paid by EFT #460		06/01/2017	06/23/2017	06/23/2017		06/23/2017	260.79
1665 6/1/17	Miscellaneous	Paid by EFT #461		06/01/2017	06/23/2017	06/23/2017		06/23/2017	369.25
1715 6-1-17	Supplies	Duplicate		06/01/2017	06/23/2017	06/23/2017			436.16
1715 6.1.17	Miscellaneous	Paid by EFT #462		06/01/2017	06/23/2017	06/23/2017		06/23/2017	436.16
2154 6/1/17	Supplies	Paid by EFT #463		06/01/2017	06/23/2017	06/23/2017		06/23/2017	363.45
4545 6/1/17	Travel & Training	Paid by EFT #464		06/01/2017	06/23/2017	06/23/2017		06/23/2017	635.82
4552 6/1/17	Miscellaneous	Paid by EFT #465		06/01/2017	06/23/2017	06/23/2017		06/23/2017	196.83
4674 6/1/17	Miscellaneous	Paid by EFT #466		06/01/2017	06/23/2017	06/23/2017		06/23/2017	381.10
5088 6.1.17	Miscellaneous	Paid by EFT #467		06/01/2017	06/23/2017	06/23/2017		06/23/2017	290.17
5088 6/1/17	Supplies	Duplicate		06/01/2017	06/23/2017	06/23/2017			290.17
7251 6/1/17	Miscellaneous	Paid by EFT #468		06/01/2017	06/23/2017	06/23/2017		06/23/2017	351.97
Vendor 441 - Rabobank Visa Card Totals							Invoices	11	\$4,011.87



Accounts Payable Invoice Report

Payment Date Range 06/18/17 - 06/23/17
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 245 - Ray A. Morgan Company, Inc.									
1621777	3/3 - 6/2/17	Paid by Check #13306		06/02/2017	06/23/2017	06/23/2017		06/23/2017	170.56
		Vendor 245 - Ray A. Morgan Company, Inc. Totals				Invoices	1		\$170.56
Vendor 532 - React Medical Training									
1128	CPR Supplies	Paid by Check #13307		06/01/2017	06/23/2017	06/23/2017		06/23/2017	630.00
		Vendor 532 - React Medical Training Totals				Invoices	1		\$630.00
Vendor 42 - Scout Specialties									
108130	ZIP TIES FOR SHOP - WWTP	Paid by Check #13308		06/01/2017	06/23/2017	06/23/2017		06/23/2017	19.53
107430	FLEET SUPPLIES	Paid by Check #13308		06/05/2017	06/23/2017	06/23/2017		06/23/2017	299.20
		Vendor 42 - Scout Specialties Totals				Invoices	2		\$318.73
Vendor 1028 - Rosemary Silva									
Reimburse 6/14	Safety Reimbursement - Fitbit	Paid by Check #13309		06/14/2017	06/23/2017	06/23/2017		06/23/2017	42.80
		Vendor 1028 - Rosemary Silva Totals				Invoices	1		\$42.80
Vendor 10 - Smith Auto Parts									
02CR004267	Vehicles	Paid by Check #13310		05/01/2017	06/16/2017	06/16/2017		06/23/2017	(64.97)
02IN033540	Vehicles	Paid by Check #13310		05/01/2017	06/16/2017	06/16/2017		06/23/2017	129.94
02IN033567	Vehicles	Paid by Check #13310		05/01/2017	06/16/2017	06/16/2017		06/23/2017	31.17
02IN033600	Vehicles	Paid by Check #13310		05/01/2017	06/16/2017	06/16/2017		06/23/2017	44.59
02IN033634	Vehicles	Paid by Check #13310		05/02/2017	06/16/2017	06/16/2017		06/23/2017	348.89
02IN033645	Vehicles	Paid by Check #13310		05/02/2017	06/16/2017	06/16/2017		06/23/2017	10.03
02IN033721	Vehicles	Paid by Check #13310		05/02/2017	06/16/2017	06/16/2017		06/23/2017	17.72
02IN033767	Vehicles	Paid by Check #13310		05/03/2017	06/16/2017	06/16/2017		06/23/2017	172.22
02IN033791	Vehicles	Paid by Check #13310		05/03/2017	06/16/2017	06/16/2017		06/23/2017	30.69
02IN033827	Vehicles	Paid by Check #13310		05/04/2017	06/16/2017	06/16/2017		06/23/2017	51.54
02IN033845	Vehicles	Paid by Check #13310		05/04/2017	06/16/2017	06/16/2017		06/23/2017	28.43
02IN033876	Vehicles	Paid by Check #13310		05/04/2017	06/16/2017	06/16/2017		06/23/2017	169.16
02IN033894	Vehicles	Paid by Check #13310		05/04/2017	06/16/2017	06/16/2017		06/23/2017	29.64
02IN033938	Vehicles	Paid by Check #13310		05/05/2017	06/16/2017	06/16/2017		06/23/2017	9.66
02IN034008	Vehicles	Paid by Check #13310		05/05/2017	06/16/2017	06/16/2017		06/23/2017	36.17
02IN034049	Vehicles	Paid by Check #13310		05/08/2017	06/16/2017	06/16/2017		06/23/2017	34.41
02IN034052	Vehicles	Paid by Check #13310		05/08/2017	06/16/2017	06/16/2017		06/23/2017	5.10
02IN034148	Vehicles	Paid by Check #13310		05/09/2017	06/16/2017	06/16/2017		06/23/2017	45.02
02IN034159	Vehicles	Paid by Check #13310		05/09/2017	06/16/2017	06/16/2017		06/23/2017	72.32
02IN034221	Vehicles	Paid by Check #13310		05/10/2017	06/16/2017	06/16/2017		06/23/2017	9.75
02IN034239	Vehicles	Paid by Check #13310		05/10/2017	06/16/2017	06/16/2017		06/23/2017	5.75
02IN034307	Vehicles	Paid by Check #13310		05/11/2017	06/16/2017	06/16/2017		06/23/2017	80.72
02IN034396	Vehicles	Paid by Check #13310		05/12/2017	06/16/2017	06/16/2017		06/23/2017	38.93



Accounts Payable Invoice Report

Payment Date Range 06/18/17 - 06/23/17
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 10 - Smith Auto Parts									
02IN034398	Vehicles	Paid by Check #13310		05/12/2017	06/16/2017	06/16/2017		06/23/2017	17.13
02IN034405	Vehicles	Paid by Check #13310		05/12/2017	06/16/2017	06/16/2017		06/23/2017	10.03
02IN034521	Vehicles	Paid by Check #13310		05/15/2017	06/16/2017	06/16/2017		06/23/2017	13.53
02IN034540	Vehicles	Paid by Check #13310		05/15/2017	06/16/2017	06/16/2017		06/23/2017	14.56
02IN034581	Vehicles	Paid by Check #13310		05/16/2017	06/16/2017	06/16/2017		06/23/2017	9.67
02IN034615	Vehicles	Paid by Check #13310		05/16/2017	06/16/2017	06/16/2017		06/23/2017	32.48
02IN034647	Vehicles	Paid by Check #13310		05/16/2017	06/16/2017	06/16/2017		06/23/2017	33.39
02IN034674	Vehicles	Paid by Check #13310		05/17/2017	06/16/2017	06/16/2017		06/23/2017	9.22
02IN034694	Vehicles	Paid by Check #13310		05/17/2017	06/16/2017	06/16/2017		06/23/2017	1.68
02IN034708	Vehicles	Paid by Check #13310		05/17/2017	06/16/2017	06/16/2017		06/23/2017	3.24
02IN034733	Vehicles	Paid by Check #13310		05/17/2017	06/16/2017	06/16/2017		06/23/2017	9.09
02IN034738	Vehicles	Paid by Check #13310		05/17/2017	06/16/2017	06/16/2017		06/23/2017	1.67
02IN034789	Vehicles	Paid by Check #13310		05/18/2017	06/16/2017	06/16/2017		06/23/2017	34.46
02IN034814	Vehicles	Paid by Check #13310		05/18/2017	06/16/2017	06/16/2017		06/23/2017	9.75
02IN034823	Vehicles	Paid by Check #13310		05/18/2017	06/16/2017	06/16/2017		06/23/2017	25.30
02IN034828	Vehicles	Paid by Check #13310		05/18/2017	06/16/2017	06/16/2017		06/23/2017	4.96
02IN034834	Vehicles	Paid by Check #13310		05/18/2017	06/16/2017	06/16/2017		06/23/2017	6.69
02IN034947	Vehicles	Paid by Check #13310		05/22/2017	06/16/2017	06/16/2017		06/23/2017	90.27
02IN035030	Vehicles	Paid by Check #13310		05/23/2017	06/16/2017	06/16/2017		06/23/2017	9.24
02IN035065	Vehicles	Paid by Check #13310		05/23/2017	06/16/2017	06/16/2017		06/23/2017	.82
02IN035068	Vehicles	Paid by Check #13310		05/23/2017	06/16/2017	06/16/2017		06/23/2017	40.41
02IN035124	Vehicles	Paid by Check #13310		05/24/2017	06/16/2017	06/16/2017		06/23/2017	21.80
02IN035219	Vehicles	Paid by Check #13310		05/25/2017	06/16/2017	06/16/2017		06/23/2017	4.39
02IN035426	Vehicles	Paid by Check #13310		05/30/2017	06/16/2017	06/16/2017		06/23/2017	7.02
02IN035490	Vehicles	Paid by Check #13310		05/31/2017	06/16/2017	06/16/2017		06/23/2017	49.57
02IN035524	Vehicles	Paid by Check #13310		05/31/2017	06/16/2017	06/16/2017		06/23/2017	23.65
Vendor 10 - Smith Auto Parts Totals							Invoices	49	\$1,820.90
Vendor 431 - Sparkletts									
15999355061517	Fy 16/17-Sportsplex-Bottled wa rental/delivery serv	Paid by Check #13311		06/15/2017	06/23/2017	06/23/2017	06/19/2017	06/23/2017	8.69
Vendor 431 - Sparkletts Totals							Invoices	1	\$8.69
Vendor 121 - State of California									
1707E54407	1976 California Safe Drinking Water Bond	Paid by Check #13312		06/01/2017	06/23/2017	06/23/2017		06/23/2017	54,707.24
Vendor 121 - State of California Totals							Invoices	1	\$54,707.24
Vendor 147 - Swanson-Farney Ford Sales									
10004FOW	WIRING FOR M33	Paid by Check #13313		06/15/2017	06/23/2017	06/23/2017		06/23/2017	109.06
10005FOW	SENSOR FOR M33	Paid by Check #13313		06/15/2017	06/23/2017	06/23/2017		06/23/2017	27.49
9986FOW	GASKET FOR M733	Paid by Check #13313		06/15/2017	06/23/2017	06/23/2017		06/23/2017	23.01



Accounts Payable Invoice Report

Payment Date Range 06/18/17 - 06/23/17
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 147 - Swanson-Farney Ford Sales									
10041FOW	ADAPTER FOR FLEET MAINTENANCE	Paid by Check #13313		06/19/2017	06/23/2017	06/23/2017		06/23/2017	9.40
		Vendor 147 - Swanson-Farney Ford Sales Totals				Invoices	4		\$168.96
Vendor 189 - Terminix International									
365599279	Maintenance	Paid by Check #13314		05/09/2017	06/23/2017	06/23/2017		06/23/2017	25.00
		Vendor 189 - Terminix International Totals				Invoices	1		\$25.00
Vendor 426 - Tioga Solar									
SLB-2924	SOLAR PRODUCTION FOR MAY 2017	Paid by Check #13315		05/31/2017	06/23/2017	06/23/2017		06/23/2017	36,499.22
		Vendor 426 - Tioga Solar Totals				Invoices	1		\$36,499.22
Vendor 49 - Tulare County									
17-088	Radio repairs	Paid by Check #13316		06/05/2017	06/23/2017	06/23/2017		06/23/2017	227.50
		Vendor 49 - Tulare County Totals				Invoices	1		\$227.50
Vendor 729 - Tulare Regional Medical Center									
8899989 053117	Drug/alcohol screening	Paid by Check #13317		05/31/2017	06/23/2017	06/23/2017		06/23/2017	1,501.00
		Vendor 729 - Tulare Regional Medical Center Totals				Invoices	1		\$1,501.00
Vendor 440 - Tyco Intergrated Security									
28268158	Fy 16/17-Sportsplex 4 mos of Burglar/Fire alarm & maint	Paid by Check #13318		03/11/2017	06/23/2017	06/23/2017	06/19/2017	06/23/2017	601.11
28779268	SECURITY AT WATER TOWER ON SIERRA WAY	Paid by Check #13318		06/10/2017	06/23/2017	06/23/2017		06/23/2017	46.86
28779269	Contractual	Paid by Check #13318		06/10/2017	06/23/2017	06/23/2017		06/23/2017	299.88
28779270	Fy 16/17-Sportsplex-Quarterly Billing 1 burglar alarm	Paid by Check #13318		06/10/2017	06/23/2017	06/23/2017	06/19/2017	06/23/2017	267.57
		Vendor 440 - Tyco Intergrated Security Totals				Invoices	4		\$1,215.42
Vendor 154 - USA Bluebook									
276213	INFLUENT SAMPLER	Paid by Check #13319		06/05/2017	06/23/2017	06/23/2017		06/23/2017	247.16
		Vendor 154 - USA Bluebook Totals				Invoices	1		\$247.16
Vendor 359 - Valero Marketing & Supply Company									
71077192 060717	Fuel for May 2017	Paid by Check #13321		06/07/2017	06/23/2017	06/23/2017		06/23/2017	7,192.08
71077309 6/7/17	Fuel	Paid by Check #13320		06/07/2017	06/23/2017	06/23/2017		06/23/2017	3,370.18
		Vendor 359 - Valero Marketing & Supply Company Totals				Invoices	2		\$10,562.26



Accounts Payable Invoice Report

Payment Date Range 06/18/17 - 06/23/17
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 201 - Valley Farm Services, Inc.									
20130	REPAIRS ON T10	Paid by Check #13322		05/03/2017	06/23/2017	06/23/2017		06/23/2017	302.74
Vendor 201 - Valley Farm Services, Inc. Totals								Invoices	1
									<u>\$302.74</u>
Vendor 549 - Wal-Mart									
2435 6/9/17	Supplies	Paid by Check #13323		06/09/2017	06/23/2017	06/23/2017		06/23/2017	57.44
2443 6/9/17	Supplies	Paid by Check #13324		06/09/2017	06/23/2017	06/23/2017		06/23/2017	80.83
Vendor 549 - Wal-Mart Totals								Invoices	2
									<u>\$138.27</u>
Vendor 618 - Ryan Wilson									
Reimburse 6/14	Safety Reimbursement - Running shoes	Paid by Check #13325		06/14/2017	06/23/2017	06/23/2017		06/23/2017	29.00
Vendor 618 - Ryan Wilson Totals								Invoices	1
									<u>\$29.00</u>
Vendor 1067 - Yamabe & Horn Engineering Inc.									
37731	Y & H Dinuba General Services	Paid by Check #13326		06/07/2017	06/23/2017	06/23/2017		06/23/2017	3,490.00
37732	Y & H Ridge Creek Engineering Support	Paid by Check #13326		06/07/2017	06/23/2017	06/23/2017		06/23/2017	769.00
37733	Y & H Bike Lane Proj Eng Support	Paid by Check #13326		06/07/2017	06/23/2017	06/23/2017		06/23/2017	593.75
37734	Y & H ave 416 Engineering Support	Paid by Check #13326		06/07/2017	06/23/2017	06/23/2017		06/23/2017	1,500.00
37735	Yamabe and Horn ave 416	Paid by Check #13326		06/07/2017	06/23/2017	06/23/2017		06/23/2017	1,145.00
37736	Yamabe & Horn - Randle Ave Street Project	Paid by Check #13326		06/07/2017	06/23/2017	06/23/2017		06/23/2017	527.50
37737	Yamabe & Horn - M Street Underground tank clean up	Paid by Check #13326		06/07/2017	06/23/2017	06/23/2017		06/23/2017	100.00
37738	Yamabe & Horn - Signal Synch Project	Paid by Check #13326		06/07/2017	06/23/2017	06/23/2017		06/23/2017	848.00
37739	Yamabe & Horn - Marquis Subdivision Eng Support	Paid by Check #13326		06/07/2017	06/23/2017	06/23/2017		06/23/2017	800.00
37740	Yamabe & Horn - Speed Study	Paid by Check #13326		06/07/2017	06/23/2017	06/23/2017		06/23/2017	1,147.50
37741	Yamabe and Horn El Monte & Elta Landscape Exhibits	Paid by Check #13326		06/07/2017	06/23/2017	06/23/2017		06/23/2017	769.50
Vendor 1067 - Yamabe & Horn Engineering Inc. Totals								Invoices	11
									<u>\$11,690.25</u>
Vendor Ana Contreras									
Aqua Refund fees	Fy16/17-Refund on aqua fees conflict with schl (3 kids)	Paid by Check #13327		06/14/2017	06/23/2017	06/23/2017	06/14/2017	06/23/2017	92.00
Vendor Ana Contreras Totals								Invoices	1
									<u>\$92.00</u>
Vendor T.C. and Sons Construction									
2017-298	Refund for fees paid for permit	Paid by Check #13328		05/30/2017	06/23/2017	06/23/2017		06/23/2017	150.51
Vendor T.C. and Sons Construction Totals								Invoices	1
									<u>\$150.51</u>



Accounts Payable Invoice Report

Payment Date Range 06/18/17 - 06/23/17
Report By Vendor - Invoice
Summary Listing

Grand Totals	Invoices	410	<hr/> \$358,127.43
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City Council Staff Report

Department: PUBLIC WORKS

June 27, 2017

To: Mayor and City Council

From: Blanca Beltran, Public Works Director

By: Rick Hartley, Building Official

Subject: Ordinance 2017-06 - Adoption of 2016 Edition of the California Building Standards Code, Title 24 (BB)

RECOMMENDATION

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

1. Adopt Ordinance No. 2017-06 amending and creating Dinuba Municipal Code Chapters 14.04, 14.06, 14.08, 14.12, 14.20, 14.28, 14.32, 14.36, 14.40, 14.45, 14.48, and 14.49 consistent with the 2016 Edition of the California Building Standards Codes.

EXECUTIVE SUMMARY

The California Building Standards Commission (BSC) has published revisions to Title 24 of the California Building Standards Code. The 2016 edition was published and included revisions or modifications to thirteen parts and therefore applicable to all California jurisdictions. Ordinance No. 2017-06 will add these revisions to the Dinuba Municipal Code.

OUTSTANDING ISSUES

None.

DISCUSSION

Beginning in 1989 and on a triennial basis, the California Building Standard Codes has published revisions to Title 24 of the California Code of Regulations. On July 1, 2016, the 2016 edition was published and included review or modifications to the following thirteen (13) parts:

- Part 1: California Building Standards and Administrative Code
- Part 2: California Building Code
- Part 2.5: California Residential Building Code
- Part 3: California Electrical Code
- Part 4: California Mechanical Code
- Part 5: California Plumbing Code
- Part 6: California Energy Code
- Part 7: (No longer published in Title 24)
- Part 8: California Historical Building Code
- Part 9: California Fire Code
- Part 10: California Existing Building Code
- Part 11: California Green Building Standards Code
- Part 12: California Reference Standards Code

The revisions identified in the latest edition of the Code will primarily serve to address the constantly changing use of technology in the construction industry and will also expand on California's existing energy efficiency standards.

The City's Building Official has reviewed the adopted revisions to the Code and does not believe it is necessary to request any building-related exceptions. As identified above, Title 24 includes the California Fire Code (Part 9). As such, the City's Fire Chief has reviewed the adopted revisions to the Code and does not believe it is necessary to request any fire-related exceptions.

The California Building Standards Code is identified in the California Health and Safety Code and is therefore State law, as such, it is applicable to all California jurisdictions whether or not the local government takes affirmative action to adopt the revised Code. Therefore, the recommended action is to conduct a public hearing, accept public comment, then take action to adopt Ordinance 2017-06 enclosed as Attachment A and will serve to comply with State statute.

FISCAL IMPACT

There is no fiscal impact.

PUBLIC HEARING

A notice of public hearing was published in the Dinuba Sentinel on June 15, 2017.

ATTACHMENTS:

Attachment 'A' - Ordinance 2017-06 Adopting California BCS

ORDINANCE NO. 2017-06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DINUBA AMENDING TITLE 14 OF THE DINUBA MUNICIPAL CODE BY ADOPTING BY REFERENCE, THE 2016 CALIFORNIA BUILDING STANDARD CODES AND APPENDICES THEREOF, INCLUDING THE 2016 CALIFORNIA ADMINISTRATIVE CODE, 2016 CALIFORNIA BUILDING CODE, 2016 CALIFORNIA PROPERTY MAINTENANCE CODE, 2016 CALIFORNIA PLUMBING CODE, 2016 CALIFORNIA ELECTRICAL CODE , 2016 CALIFORNIA MECHANICAL CODE, 2016 CALIFORNIA HISTORICAL BUILDING CODE, 2016 CALIFORNIA FIRE CODE, 2016 CALIFORNIA EXISTING BUILDING CODE, 2016 CALIFORNIA RESIDENTIAL CODE, 2016 CALIFORNIA ENERGY CODE; AND THE 2016 CALIFORNIA FIRE CODE; AND BY THE ADDITION OF CHAPTER 14.06, 2016 CALIFORNIA ADMINISTRATIVE CODE, 2016 CALIFORNIA GREEN BUILDING CODE; AND CHAPTER 14.49, 2016 CALIFORNIA WILDLIFE-URBAN INTERFACE CODE AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

WHEREAS, the State recently adopted and approved the 2016 edition of the California Building Standards Code (BSC), which are published in Title 24 of the California Code of Regulations and are based on the latest national and international model building codes; and

WHEREAS, the BSC will become effective and applicable to any building or structure for which application for a building permit is made on or after January 1, 2017; and

WHEREAS, the Dinuba City Council, at a regularly scheduled meeting, considered the staff recommendations and found that the proposed ordinance was reasonably necessary to protect the health, safety and welfare of the residents of Dinuba

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DINUBA DOES ORDAIN AS FOLLOWS:

Section 1: Chapter 14.04 entitled “California Building Code”, Section 14.04.010 is hereby amended and, as amended, shall read as follows:

Chapter 14.04
CALIFORNIA BUILDING CODE

14.04.010 Adoption.

A. Except for the local amendments set forth herein, there is adopted by reference the California Building Code 2016 Edition, which is based upon the 2015 International Building Code and is published by the California Building Standards Commission as Part 2 of Title 24 of the California Code of Regulations., referred to as the “Code” in this chapter, is adopted by the City, pursuant to the provisions of Section 50022.1 through 50022.8, inclusive, of the Government Code of the state.

B. The California Building Standards Codes, 2016 Edition (hereinafter "Building Code") shall be the Building Codes for the City and said Code together with the adopted appendices and the amendments set forth in this chapter shall regulate and govern the conditions and maintenance of all property, buildings and structures within the City by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use and providing for the condemnation and demolition of buildings and structures that are unfit for human occupancy and use, and the issuance of permits and collection of permit fees.

Section 2: Title 14 of the Dinuba Municipal Code is hereby amended by the addition of Chapter 14.06 entitled “California Administrative Code” and addition of Section 14.06.010 and, as amended, shall read as follows:

Chapter 14.06
CALIFORNIA ADMINISTRATIVE CODE

14.06.010 Adoption.

The “California Administrative Code 2016 Edition” as adopted and published by the International Code Council (ICC) as adopted by the Building Standards Commission of the State of California and codified in the California Building Standards Code at Title 24, Part 1, of the California Code of Regulations, except as specifically repealed or amended by ordinance of the City of Dinuba, referred to as the “Code” in this chapter, is adopted by the City, pursuant to the provisions of Section 50022.1 through 50022.8, inclusive, of the Government Code of the state.

Section 3: Chapter 14.08 entitled “California Mechanical Code” Section 14.08.010 is hereby amended and, as amended, shall read as follows:

Chapter 14.08
CALIFORNIA MECHANICAL CODE

14.08.010 Adoption.

The “2016 California Mechanical Code” as adopted and approved by the International Association of Plumbing and Mechanical Officials, 5032 Alhambra Avenue, Los Angeles, California, 90032, and based on the 2015 Uniform Mechanical Code referred to as the “Code” in this chapter, except as specifically repealed or amended by the City of Dinuba, is adopted by the City, pursuant to the provisions of Section 50022.1 through 50022.8, inclusive, of the Government Code of the state.

Section 4: Chapter 14.12 entitled “International Property Maintenance Code” Section 14.12.010 is hereby amended and, as amended, shall read as follows:

Chapter 14.12
CALIFORNIA INTERNATIONAL PROPERTY
MAINTENANCE CODE

14.12.010 Adoption.

The “2016 California Property Maintenance Code” as adopted and approved by the International Code Council, 5360 South Workman Mill Road, Whittier, California, 90601, and based on 2015 International Property Maintenance Code, referred to as the “Code” in this chapter, except as specifically repealed or amended by the City of Dinuba, is adopted by the City pursuant to the provisions of Sections 50022.1 through 50022.8, inclusive, of the Government Code of the state.

Section 5: Chapter 14.16 entitled “California Plumbing Code” Section 14.16.010 is hereby amended and, as amended, shall read as follows:

Chapter 14.16
CALIFORNIA PLUMBING CODE

14.16.010 Adoption.

The “2016 California Plumbing Code,” as adopted and approved by the International Association of Plumbing and Mechanical Officials, 5032 Alhambra Avenue, Los Angeles, California, 90032, and based on the Uniform Plumbing Code, referred to as the “Code” in this chapter, except as specifically repealed or amended by the City of Dinuba, is adopted by the city pursuant to the provisions of Sections 50022.1 through 50022.8, inclusive, of the Government Code of the state.

Section 6: Chapter 14.20 entitled “California Electrical Code”, Section 14.20.010 is hereby amended and, as amended, shall read as follows:

Chapter 14.20
CALIFORNIA ELECTRICAL CODE

14.20.010 Adoption.

The 2016 California Electrical Code, , which is based upon the 2014 National Electrical Code and is published by the California Building Standards Commission as Part 3 of Title 24 of the California Code of Regulations, referred to as the “Code” in this chapter, except as specifically repealed or amended by the City of Dinuba, is adopted by the City, pursuant to the provisions of Sections 50022.1 through 50022.8, inclusive, of the Government Code of the state.

Section 7: Title 14 is hereby amended by the amendment of Chapter 14.28, Section 14.28.010, and as amended, shall read as follows:

Chapter 14.28
CALIFORNIA HISTORICAL BUILDING CODE

14.28.010 Adoption.

The 2016 California Historical Building Code is published by the California Building Standards Commission as Part 8 of Title 24 of the California Code of Regulations, referred to as the “Code” in this chapter, except as specifically repealed or amended by the City of Dinuba, is adopted by the City, pursuant to the provisions of Sections 50022.1 through 50022.8, inclusive, of the Government Code of the state.

14.28.020 Adoption of subsequent supplements, revisions and amendments.

All supplements, revisions and amendments to the code as may be hereafter approved and adopted by the state are adopted and made a part of this code.

Section 8: Title 14 is hereby amended by the amendment of Chapter 14.32 Section 14.32.010, and as amended, shall read as follows:

Chapter 14.32
CALIFORNIA EXISTING BUILDING CODE

14.32.010 Adoption.

The 2016 California Existing Building Code is published by the California Building Standards Commission as Part 10 of Title 24 of the California Code of Regulations, referred to as the “Code” in this chapter, except as specifically repealed or amended by the City of

Dinuba, is adopted by the City, pursuant to the provisions of Sections 50022.1 through 50022.8, inclusive, of the Government Code of the state.

Section 9: Title 14 is hereby amended by the amendment of Chapter 14.36, Section 14.36.010, and as amended, shall read as follows:

Chapter 14.36
CALIFORNIA RESIDENTIAL CODE

14.36.010 Adoption.

The 2016 California Residential Code is published by the California Building Standards Commission as Part 2.5 of Title 24 of the California Code of Regulations and based on the 2015 International Residential Code, referred to as the “Code” in this chapter, except as specifically repealed or amended by the City of Dinuba, is adopted by the City, pursuant to the provisions of Sections 50022.1 through 50022.8, inclusive, of the Government Code of the state.

Section 10: Title 14, Chapter 14.40, entitled “California Fire Code”, 14.40.010, is hereby amended by the amendment of Section 14.40.010 and the addition of Sections 14.40.040, 14.040.044, 14.040.048 as amended, shall read as follows:

Chapter 14.40
CALIFORNIA FIRE CODE

14.40.010 Adoption.

The 2016 California Fire Code is published by the California Building Standards Commission as Part 9 of Title 24 of the California Code of Regulations, and based on the 2015 International Fire Code, referred to as the “Code” in this chapter, except as specifically repealed or amended by the City of Dinuba, is adopted by the City, pursuant to the provisions of Sections 50022.1 through 50022.8, inclusive, of the Government Code of the state.

Section 11: Chapter 14.45 entitled “California Energy Code” Section 14.45.010 is hereby amended and, as amended, shall read as follows:

Chapter 14.45
CALIFORNIA ENERGY CODE

14.45.010 Adoption.

The 2016 California Energy Code, as published by the California Building Standards Commission as Part 6 of Title 24 of the California Code of Regulations, referred to as the “Code” in this chapter, except as specifically repealed or amended by the City of Dinuba, is adopted by the City, pursuant to the provisions of Sections 50022.1 through 50022.8, inclusive, of the Government Code of the state.

Section 12: Title 14 of the Dinuba Municipal Code is hereby amended by the addition of Chapter 14.48 entitled “California Green Building Code” and addition of Section 14.48.010 and, as amended, shall read as follows:

Chapter 14.48
CALIFORNIA GREEN BUILDING CODE

14.48.010 Adoption.

The 2016 California Green Building Code as adopted and published by the Building Standards Commission of the State of California and codified in the California Building Standards Code at Title 24, Part 11, of the California Code of Regulations, except as specifically repealed or amended by ordinance of the City of Dinuba, , referred to as the “Code” in this chapter, is adopted by the City, pursuant to the provisions of Section 50022.1 through 50022.8, inclusive, of the Government Code of the state.

Section 13: Title 14 of the Dinuba Municipal Code is hereby amended by the addition of Chapter 14.49 entitled “International Wildlife-Urban Interface Code” and addition of Section 14.06 .010 and, as amended, shall read as follows:

Chapter 14.49
INTERNATIONAL WILDLIFE-URBAN INTERFACE CODE

14.49.010 Adoption.

The “2016 International Wildlife-Urban Interface Code” as adopted and published by the International Code Council (ICC) as adopted by the Building Standards Commission of the State of California and codified in the California Building Standards Code at Title 24, Part 1, of the California Code of Regulations, except as specifically repealed or amended by ordinance of the City of Dinuba, , referred to as the “Code” in this chapter, is adopted by the City, pursuant to the provisions of Section 50022.1 through 50022.8, inclusive, of the

Government Code of the state.

Section 14: If any section, sub-section, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. City Council hereby declares that it would have adopted the ordinance and each section, sub-section, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, phrases, or portions to be declared invalid or unconstitutional.

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Section 15: Effective date and publishing of new Ordinance. Before the expiration of twenty (20) days after its adoption, a summary of this Ordinance prepared by the City Attorney shall be published once in the Dinuba Sentinel, a newspaper of general circulation published in the City of Dinuba. This ordinance shall take effect and be enforced thirty (30) days from after the date of its passage.

The foregoing Ordinance is hereby passed, adopted, and approved by the City Council of the City of Dinuba on this _____ day of _____, 2017, by the following vote:

AYES:

NOES:

ABSENT:

MAYOR OF THE CITY OF DINUBA

ATTEST:

CITY CLERK



City Council Staff Report

Department: CITY MANAGER'S OFFICE

June 27, 2017

To: Mayor and City Council

From: Luis Patlan, City Manager

Subject: Selection of Nominee to Serve as the Transit Representative on the Tulare County Association of Governments Board (LP)

RECOMMENDATION

Council to consider and select a nominee to serve on the Tulare County Association of Governments (TCAG) as the Transit Representative to serve a three-year term.

EXECUTIVE SUMMARY

The Tulare County Council of Cities has issued a request to all cities within Tulare County to consider the nominees and select one (1) name to be considered as the Transit Representative on the TCAG Board. Three names have been submitted for consideration to fill one position on the Board to serve a three-year term.

OUTSTANDING ISSUES

None.

DISCUSSION

The Transit Representative is an elected official selected by the Council of Cities to represent the cities of Tulare County on the TCAG Board concerning matters of transit. In addition, the representative must be from a city that provides transit services. All eight (8) cities that make up Tulare County were asked if their Council Members have an interest in serving in a representative capacity on the TCAG Board. As a result, three (3) names were provided to the Council of Cities for consideration.

1. Phil Cox, Council Member City of Visalia
2. Greg Gomez, Council Member City of Farmersville
3. Jose Sigala, Council Member City of Tulare

The City Council may consider the nominees and select one (1) name for submission

to the Council of Cities by the deadline of June 30, 2017. The nominee with the highest number of collective Council votes will be selected to serve. The goal of the Council of Cities is to have the Transit Representative seated by July 17, 2017.

Some of the duties of the successful nominee are to represent the interest of public transit in Tulare County; serve as the TCAG Board representative on the CalVans Board of Governors; attend various meetings, functions, and conferences; and promote and advocate for public transit that serves the residents of Tulare County.

A full job description for the position of the Transit Representative is attached as Attachment 'A'.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.

ATTACHMENTS:

A. Transit Representative Job Description

Public Transit Representative Duties

- * Receive orientation and training on the roles and responsibility of TCAG as an agency, as well as the responsibilities of individual board members.
- * Represent the interests of public transit in Tulare County. This includes the interest of residents and riders in the county, as well as all agencies that provide public transit in Tulare County.
- * Serve as the TCAG representative on the CalVans board of governors.
- * Attend various meetings, functions, conferences, etc. Examples include:
 - o CalVans board meetings
 - o Stakeholder and community meetings
 - o Unmet Needs Public Hearings
 - o Transit forum meetings
 - o Meetings of the Social Services Transportation Advisory Council (SSTAC)
 - o Events, functions, etc. with local, regional, state and federal partner agencies
 - o Advocacy trips to Sacramento and Washington D.C.
 - o Project groundbreakings
- * Ensure that you are provided the necessary information for decision-making.
- * Attend board member training.
- *Attend TCAG board meetings and workshops.
- * Promote and advocate for public transit that serves the residents of Tulare County.



City Council Staff Report

Department: CITY MANAGER'S OFFICE

June 27, 2017

To: Mayor and City Council

From: Ron Yamabe, City Engineer

Subject: Resolution No. 2017-32 Accepting 2017 Engineering and Traffic Survey and Adopting Proposed Speed Limits (RY)

RECOMMENDATION

Council adopt Resolution No. 2017-32 approving the traffic speed limits recommended in the 2017 Engineering and Traffic Survey.

EXECUTIVE SUMMARY

The California Vehicle Code requires that engineering and traffic surveys for speed limits be conducted every five (5) years on streets that are not prima facie (25 mph). The 2017 Engineering and Traffic Survey was completed and includes proposed speed limits for major collectors and arterials. The City Council must adopt the recommended speed limits in order to allow the Police Department to legally issue traffic citations and the courts to enforce said citations.

OUTSTANDING ISSUES

None.

DISCUSSION

The 2017 Engineering and Traffic Survey was completed for the City of Dinuba. The traffic speed data was collected by the Dinuba Police Department and the engineering survey was completed by Yamabe & Horn Engineering. Speed surveys were conducted on the major collector and arterial streets within the City and proposed speed limits are identified in Resolution No. 2017-32 enclosed herein as Attachment 'A'. The major roadways surveyed are as follows:

1. Ave 406
2. Alta Avenue
3. Crawford Avenue

4. El Monte Way
5. Englehart Avenue
6. Kamm Avenue
7. Monte Vista Drive
8. Nebraska Avenue
9. Saginaw Avenue
10. Sierra Way
11. Surabian Drive

The 2017 Engineering and Traffic Survey explains the methodology and criteria used to determine the speed zones on each road segment. A full copy of the report is enclosed herein as Attachment 'B'.

FISCAL IMPACT

There is no fiscal impact from approval of this study. The only fiscal impact will be the cost of replacing or adding speed limits signs as indicated herein.

PUBLIC HEARING

None.

ATTACHMENTS:

- A. Resolution No. 2017-32 Approving the Speed Limits List
- B. 2017 Engineering and Traffic Survey

RESOLUTION NO. 2017-32

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA AMENDING THE
OFFICIAL SPEED ZONE LIST PURSUANT TO
CHAPTER 10.12 OF TITLE 10, VEHICLES AND TRAFFIC**

WHEREAS, the Council of the City of Dinuba, pursuant to Chapter 10.12 inclusive of Title 10, Vehicles and Traffic, of the Ordinance Code, may enact prima facie speed limits on various roadways or portions thereof within the City of Dinuba; and

WHEREAS, an “Engineering and Traffic” survey was performed pursuant to Section 10.12.020 of the Ordinance Code; and

WHEREAS, said prima facie speed limits are enacted pursuant to the provisions as set forth within the California Vehicle Code;

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

Under the provisions of Chapter 10.12 inclusive of Title 10, Vehicles and Traffic, of the Ordinance Code, the prima facie speed limit for the following roadway, or portions thereof, are hereby determined and declared to be as shown below, and shall be included in the official City of Dinuba Speed Zone List:

The above prima facie speed limits shall become effective with the posting of the appropriate speed limit signs.

Street Name	Limits	Posted Speed Limit	Proposed Speed Limit
E. Ave 406	College to Crawford	55	40
N. Alta Ave	Ave 430 to Nebraska	50	50
N. Alta Ave	Nebraska to Saginaw	40/45	40
N. Alta Ave	Saginaw to El Monte	40	40
S. Alta Ave	El Monte to Sierra	35/40	35
S. Alta Ave	Sierra to Kamm	45/40	45
S. Alta Ave	Kamm to City Limits	50	50
N. Crawford (Rd 88)	Nebraska (Ave 424) to City Limits	50	55
N. Crawford	Saginaw to Nebraska (Ave 424)	45/40	40
N. Crawford	El Monte to Saginaw	40/35	40
S. Crawford	El Monte to Sierra	25/35	35
S. Crawford	Sierra to Kamm	45	40
W. El Monte Way (Ave 416)	Road 56 to Road 62	45	55
W. El Monte Way (Ave 416)	Road 62 to Road 68	45	50
W. El Monte Way (Ave 416)	Road 68 to Englehart	45	50
W. El Monte Way	Englehart to Monte Vista	40	45
W. El Monte Way	Monte Vista to Alta	40/35	40
E. El Monte	Alta to Perry	35	35
E. El Monte	Perry to Crawford	35	35
E. El Monte	Crawford to Road 92	40/45	45
N. Englehart Ave	Nebraska to Saginaw	45	45

N. Englehart Ave	Saginaw to El Monte	45	45
N. Englehart Ave	El Monte to Sierra	45/55	45
W. Kamm Ave (Ave 408)	Road 64 to Road 70	55	55
W. Kamm Ave (Ave 408)	Road 70 to Road 74	55	55
W. Kamm Ave (Ave 408)	Road 74 to Alta	55	55
E. Kamm	Alta to College	40/35	35
E. Kamm	College to Crawford	45/55	45
E. Kamm (Avenue 408)	Crawford to City Limits	45/55	50
W. Monte Vista Drive	El Monte to Sierra	45/40	40
W. Nebraska Ave	Road 72 to Viscaya	55	50
W. Nebraska Ave	Viscaya to Alta	45	45
E. Nebraska (Avenue 424)	Alta to Lincoln	45	45
E. Nebraska (Avenue 424)	Lincoln to Crawford	50/45	45
W Saginaw Ave	Euclid to Alta	25	30
W. Sierra Way	Road 70 to Monte Vista	45	45
W. Sierra Way	Monte Vista to Alta	50	45
W. Surabian Drive	Monte Vista to Alta	40	40

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

MAYOR

ATTEST:

Linda Barkley, Deputy City Clerk

STATE OF CALIFORNIA)
COUNTY OF TULARE) ss.
CITY OF DINUBA)

I, _____, Deputy City Clerk of the City of Dinuba, certify the foregoing is the full and true Resolution No. 2017-32 passed and adopted by the Council of the City of Dinuba at a regular meeting held on _____, 2017 by the vote recorded above and, the Resolution has not been amended or repealed.

Dated: _____, 2017

Deputy City Clerk

Attachment 'B'

City of Dinuba

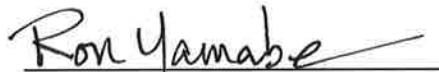
2017 Engineering and Traffic Survey



Approved by:



Devon Popovich, Chief of Police



Ron Yamabe, PE , City Engineer

**City of Dinuba
405 E. El Monte Way
Dinuba, CA 93618
(559) 591-5900**

INTRODUCTION

The City of Dinuba Police Department surveyed the prevailing speeds, accident histories, and existing conditions of the roadways in Dinuba. This activity fulfills the minimum requirements of a Engineering and Traffic Survey (E&TS) needed for allowing speed enforcement by radar.

STUDY PROCEDURE

The data collection process was conducted April 2017. The study collected the traffic speed data necessary for speed zone calculation along many of the most heavily traveled roadways in the City of Dinuba. The roadways studies are as follows: Alta Avenue, El Monte Way, Englehart Avenue, Kamm Avenue, Monte Vista Drive, Nebraska Avenue, Saginaw Avenue, Sierra Way (Ave 412) and Surabian Drive.

Data collection was performed by City of Dinuba Police Department staff experienced with the use of radar speed measuring devices and utilizing methods accepted for speed data collection by State and Federal highway guidelines. Radar speed measuring devices were placed in unmarked vehicles at selected locations and motorist's speed data was recorded on speed survey forms. This process was supervised by Chief Devon Popovich of the City of Dinuba Police Department and assisted by City of Dinuba Development and Engineering Services staff.

Roadway conditions and accident records were reviewed during the study. Analyzing these elements and the vehicle speed data identifies the appropriate speed limits and any needed road improvements or traffic control devices.

ESTABLISHING SPEED ZONES

Speed zones should be established using realistic speed zoning principles which aim to:

1. Facilitate safe and orderly traffic flow.
2. Establish reasonable speed limits.
3. Provide an enforcement tool that effectively separates the occasional violator from the reasonable minority.

There are two measurements extracted from the speed survey data that are guideposts for setting reasonable speed limits. The first is the "Critical Speed" (commonly referred to as the 85th Percentile Speed) and the Pace. The Critical Speed is the speed at or below which 85 percent of the observed vehicles were traveling. The "Pace Speed" is the 10 mph increment of speed containing the largest number of vehicles. Normally in an urban roadway the Critical Speed and Pace Speed are within 2 mph of each other.

The setting of speed limits can be controversial and requires a rational and defensible determination to maintain public confidence. Speed limits are normally set near the 85th-

percentile speed that statistically represents one standard deviation above the average speed and establishes the upper limit of what is considered reasonable and prudent. As with most laws, speed limits need to depend on the voluntary compliance of the greater majority of motorists. Speed limits cannot be set arbitrarily low, as this would create violators of the majority of drivers and would not command the respect of the public.

Speed zones (other than statutory speed limits) shall only be established on the basis of an engineering and traffic survey (E&TS) study that has been performed in accordance with traffic engineering practices. The engineering study shall include an analysis of the current speed distribution of free-flowing vehicles.

The Speed Limit (R2-1) signs shall display the limit established by law, ordinance, regulation, or as adopted by the authorized agency based on the engineering study. The speed limits displayed shall be in multiples of 5 mph.

When a speed limit is to be posted, it shall be established at the nearest 5 mph increment of the 85th-percentile speed of free-flowing traffic, except as shown in the two Options below.

1. The posted speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed, in compliance with CVC Sections 627 and 22358.5. If the speed limit to be posted has had the 5 mph reduction applied, then an E&TS shall document in writing the conditions and justification for the lower speed limit and be approved by a registered Civil or Traffic Engineer.

2. For cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, then the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reduction is used. Refer to CVC Section 21400(b).

The following examples are provided to explain the application of these speed limit criteria:

Example 1. Using Option 1 above and first step is to round down: If the 85th percentile speed in a speed survey for a location was 37 mph, then the speed limit would be established at 35 mph since it is the closest 5 mph increment to the 37 mph speed. As indicated by the option, this 35 mph established speed limit could be reduced by 5 mph to 30 mph if the conditions and justification for using this lower speed limit are documented in the E&TS and approved by a registered Civil or Traffic Engineer.

Example 2. Using Option 1 above and first step is to round up: If the 85th percentile speed in a speed survey for a location was 33 mph, then the speed limit would be established at 35 mph since it is the closest 5 mph increment to the 33 mph speed. As indicated by the option, this 35 mph speed limit could be reduced by 5 mph to 30 mph if the conditions and justification for using this lower speed limit are documented in the E&TS and approved by a registered Civil or Traffic Engineer.

Example 3. Using Option 2 above and first step is to round up: If the 85th percentile speed in a speed survey for a location was 33 mph, instead of rounding up to 35mph, the speed limit can be established at 30mph, but no further reductions can be applied (which is allowed in the two examples above).

DATA

Attached datasheets summarize the speed data results including 85th percentile speeds and the 10 mile-per-hour Pace. Current speed limits set significantly below what is indicated from the survey without E&TS justification are considered unreasonable and therefore not enforceable using radar.

Correctly established speed limits would increase driver compliance and more clearly identify unreasonable motorists who are subject to enforcement action.

RECOMMENDED SPEED LIMITS (Based upon 85th percentile/critical speed; asterisks denote revisions due to engineering considerations as noted):

N. Alta Avenue

Avenue 430 to Nebraska – 50 mph

Nebraska to Saginaw – 40 mph

Saginaw to El Monte – 40 mph

S. Alta Avenue

El Monte to Sierra – 35 mph*

Sierra to Kamm – 45 mph**

Kamm to City Limits – 50 mph

*Speed limit based upon 85th percentile speed was determined to be 41 mph for the NB; however, the SB direction 85th percentile speed was 36mph. It is recommended to keep the speed limits consistent in both directions for the same street segment with the rounding down from Example 3.

** Speed limit based upon 85th percentile speed was determined to be 48 mph for the NB direction; however, the SB direction 85th percentile speed was 39mph. The combined 85th percentile is 45 mph. It is recommended to keep the speed limits consistent in both directions for the same street segment.

E. Avenue 406

College to Crawford – 40 mph*

*Unposted except for existing school zone speed limit 25 mph, when children present. School speed limit signs to remain.

RECOMMENDED SPEED LIMITS (Continued)

N. Crawford Avenue

City Limits to Nebraska – 55 mph

Nebraska to Saginaw – 40 mph

Saginaw to El Monte – 40 mph

S. Crawford Avenue

El Monte to Sierra – 35 mph

Sierra to Kamm – 40 mph

W. El Monte Way

Road 56 to Road 62 – 55 mph

Road 62 to Road 68 – 50 mph

Road 68 to Road 72 – 50 mph

Road 72 to Monte Vista – 45 mph

Monte Vista to Alta – 40 mph

E. El Monte Way

Alta to Perry – 35 mph

Perry to Crawford – 35 mph

Crawford to Road 92 – 45 mph

N. Englehart Avenue

Nebraska to Saginaw – 45 mph

Saginaw to El Monte – 45 mph

S. Englehart Avenue

El Monte to Sierra – 45 mph

W. Kamm Avenue

Road 64 to Road 70 – 55 mph

Road 70 to Road 74 – 55 mph

Road 74 to Alta – 55 mph

E. Kamm Avenue

Alta to College – 35 mph

College to Crawford – 45 mph

Crawford to City Limits – 50 mph

S. Monte Vista Drive

El Monte To Sierra – 40 mph

RECOMMENDED SPEED LIMITS (Continued)

W. Nebraska Avenue

Road 72 to Viscaya – 50 mph

Viscaya to Alta – 45 mph

E. Nebraska Avenue

Alta to Lincoln – 45 mph

Lincoln to Crawford – 45 mph

W. Saginaw Avenue

Euclid to Alta – 30 mph

W. Sierra Way

Road 70 to Monte Vista – 45 mph

Monte Vista to Alta – 45 mph

W. Surabian Drive

Monte Vista to Alta – 40 mph

ADDITIONAL RECOMMENDATIONS

Along with adjusting the speed limits appropriately as indicated by information gathered from the speed surveys, accident history and other field conditions, the following practices are being highly recommended:

1. Increase the educational focus of the police department's traffic efforts by deploying the City's speed controller display device.
2. Inspect traffic control devices regularly. This inspection should include signs, pavement markings, and traffic signals.
3. Include night time inspection for reflectivity of traffic control devices and assure adequate safety lighting.
4. Eliminate visibility obstructions due to foliage by trimming grass, brush, trees, etc. Routinely inspect city streets and trim or remove obstructions as necessary.

CONCLUSION

This E&TS report verifies or establishes recommended speed zones to the benefit of all roadway users in the City of Dinuba. Speed zones are established to better reflect existing safe travel speeds. City staff and law enforcement should continually review traffic operations in Dinuba to:

1. Identify needed intersection and non-intersection roadway improvements.
2. Monitor accident trends.
3. Periodically review speed zoning.
4. Pursue educational and training opportunities.

ENGINEERING AND TRAFFIC SURVEY

City of Dinuba

N. Alta: Ave 430 to Nebraska

Date: 4/5/2017 **Time:** 1200 **Calibration Test?** Yes **Observer:** R Clifton **Direction:** NB/SB
Weather: Clear **Road Type:** Arterial Undivided **Unusual Conditions:** None
Lanes (Both Directions): 2 **Roadside Development:** Rural
2 Year Acc. History: N/A **Speed Limit:** 50

Speed	Frequency	Fi*Xi	Acum Total	Acum %	Percentage Breakdown
22	1	22	1	0.4%	**
23	0	0	1	0.4%	
24	0	0	1	0.4%	
25	0	0	1	0.4%	
26	0	0	1	0.4%	
27	2	54	3	1.3%	**
28	0	0	3	1.3%	
29	0	0	3	1.3%	
30	1	30	4	1.7%	**
31	4	124	8	3.4%	****
32	1	32	9	3.9%	**
33	3	99	12	5.2%	****
34	3	102	15	6.4%	****
35	3	105	18	7.7%	****
36	4	144	22	9.4%	****
37	4	148	26	11.2%	****
38	10	380	36	15.5%	*****
39	3	117	39	16.7%	****
40	4	160	43	18.5%	****
41	7	287	50	21.5%	*****
42	11	462	61	26.2%	*****
43	12	516	73	31.3%	*****
44	16	704	89	38.2%	*****
45	20	900	109	46.8%	*****
46	20	920	129	55.4%	*****
47	15	705	144	61.8%	*****
48	16	768	160	68.7%	*****
49	14	686	174	74.7%	*****
50	11	550	185	79.4%	*****
51	17	867	202	86.7%	*****
52	10	520	212	91.0%	*****
53	11	583	223	95.7%	*****
54	4	216	227	97.4%	****
55	3	165	230	98.7%	****
56	3	168	233	100.0%	****
57	0	0	233	100.0%	
58	0	0	233	100.0%	
59	0	0	233	100.0%	
60	0	0	233	100.0%	
61	0	0	233	100.0%	
62	1	62	234	100.4%	**
63	0	0	234	100.4%	
64	0	0	234	100.4%	
65	0	0	234	100.4%	
66	0	0	234	100.4%	

Average Speed =	45.2	Pace =	43-52	Sample Variance =	36.7
50th Percentile =	45.4	In Pace =	65.2%	Std Deviation =	6.1
85th Percentile =	50.8	Veh. Pace =	152	Range 1*S =	63.9%
90th Percentile =	51.8			Range 2*S =	96.1%
95th Percentile =	52.9			Range 3*S =	99.6%

ENGINEERING AND TRAFFIC SURVEY

City of Dinuba

N. Alta: Nebraska to Saginaw

Date: 4/5/2017 **Time:** 1245 **Calibration Test?** Yes **Observer:** J Moreno **Direction:** NB/SB
Weather: Clear **Road Type:** Arterial Undivided **Unusual Conditions:** None
Lanes (Both Directions): 2 & 4 **Roadside Development:** Residential/Commercial
2 Year Acc. History: N/A **Speed Limit:** 40

Speed	Frequency	Fi*Xi	Acum Total	Acum %	Percentage Breakdown
25	1	25	1	0.5%	**
26	1	26	2	1.0%	**
27	0	0	2	1.0%	
28	0	0	2	1.0%	
29	0	0	2	1.0%	
30	2	60	4	2.0%	**
31	3	93	7	3.5%	****
32	0	0	7	3.5%	
33	3	99	10	5.0%	****
34	6	204	16	8.0%	*****
35	8	280	24	11.9%	*****
36	11	396	35	17.4%	*****
37	15	555	50	24.9%	*****
38	16	608	66	32.8%	*****
39	18	702	84	41.8%	*****
40	17	680	101	50.2%	*****
41	20	820	121	60.2%	*****
42	18	756	139	69.2%	*****
43	20	860	159	79.1%	*****
44	10	440	169	84.1%	*****
45	7	315	176	87.6%	*****
46	10	460	186	92.5%	*****
47	2	94	188	93.5%	**
48	2	96	190	94.5%	**
49	6	294	196	97.5%	*****
50	3	150	199	99.0%	****
51	1	51	200	99.5%	**
52	0	0	200	99.5%	
53	0	0	200	99.5%	
54	0	0	200	99.5%	
55	1	55	201	100.0%	**
56	0	0	201	100.0%	
57	0	0	201	100.0%	
58	0	0	201	100.0%	
59	0	0	201	100.0%	
60	0	0	201	100.0%	
61	0	0	201	100.0%	
62	0	0	201	100.0%	
63	0	0	201	100.0%	
64	0	0	201	100.0%	
65	0	0	201	100.0%	
66	0	0	201	100.0%	
67	0	0	201	100.0%	
68	1	68	202	100.5%	**
69	0	0	202	100.5%	

Average Speed =	40.4	Pace =	36-45	Sample Variance =	20.6
50th Percentile =	40.0	In Pace =	76.1%	Std Deviation =	4.5
85th Percentile =	44.3	Veh. Pace =	153	Range 1*S =	72.1%
90th Percentile =	45.5			Range 2*S =	92.5%
95th Percentile =	48.2			Range 3*S =	98.5%

ENGINEERING AND TRAFFIC SURVEY

City of Dinuba

N. Alta: Saginaw to El Monte

Date: 4/5/2017 **Time:** 1600 **Calibration Test?** Yes **Observer:** J Moreno **Direction:** NB/SB
Weather: Clear **Road Type:** Arterial Undivided **Unusual Conditions:** None
Lanes (Both Directions): 4 **Roadside Development:** Residential/Commercial
2 Year Acc. History: N/A **Speed Limit:** 40

Speed	Frequency	Fi*Xi	Acum Total	Acum %	Percentage Breakdown
25	1	25	1	0.5%	**
26	0	0	1	0.5%	
27	2	54	3	1.4%	**
28	3	84	6	2.9%	****
29	4	116	10	4.8%	****
30	6	180	16	7.6%	*****
31	6	186	22	10.5%	*****
32	15	480	37	17.6%	*****
33	10	330	47	22.4%	*****
34	16	544	63	30.0%	*****
35	24	840	87	41.4%	*****
36	28	1008	115	54.8%	*****
37	13	481	128	61.0%	*****
38	23	874	151	71.9%	*****
39	19	741	170	81.0%	*****
40	15	600	185	88.1%	*****
41	6	246	191	91.0%	*****
42	8	336	199	94.8%	*****
43	1	43	200	95.2%	**
44	1	44	201	95.7%	**
45	3	135	204	97.1%	***
46	2	92	206	98.1%	**
47	1	47	207	98.6%	**
48	0	0	207	98.6%	
49	1	49	208	99.0%	**
50	2	100	210	100.0%	**
51	0	0	210	100.0%	
52	0	0	210	100.0%	
53	0	0	210	100.0%	
54	0	0	210	100.0%	
55	0	0	210	100.0%	
56	0	0	210	100.0%	
57	0	0	210	100.0%	
58	0	0	210	100.0%	
59	0	0	210	100.0%	
60	0	0	210	100.0%	
61	0	0	210	100.0%	
62	0	0	210	100.0%	
63	0	0	210	100.0%	
64	0	0	210	100.0%	
65	0	0	210	100.0%	
66	0	0	210	100.0%	
67	0	0	210	100.0%	
68	0	0	210	100.0%	
69	0	0	210	100.0%	

Average Speed =	36.4	Pace =	31-40	Sample Variance =	17.3
50th Percentile =	35.6	In Pace =	80.5%	Std Deviation =	4.2
85th Percentile =	39.6	Veh. Pace =	169	Range 1*S =	77.6%
90th Percentile =	40.7			Range 2*S =	94.3%
95th Percentile =	42.5			Range 3*S =	98.6%

ENGINEERING AND TRAFFIC SURVEY

City of Dinuba

S. Alta: El Monte to Sierra

Date: 4/5/2017 **Time:** 1635 **Calibration Test?** Yes **Observer:** R Clifton **Direction:** NB/SB
Weather: Clear **Road Type:** Arterial Divided **Unusual Conditions:** Rail Xing
Lanes (Both Directions): 4 **Roadside Development:** Commercial
2 Year Acc. History: N/A **Speed Limit:** 35/40

Speed	Frequency	Fi*Xi	Acum Total	Acum %	Percentage Breakdown
20	0	0	0	0.0%	
21	1	21	1	0.5%	**
22	1	22	2	1.0%	**
23	1	23	3	1.5%	**
24	1	24	4	2.0%	**
25	3	75	7	3.5%	****
26	3	78	10	5.0%	****
27	1	27	11	5.5%	**
28	4	112	15	7.5%	****
29	11	319	26	12.9%	*****
30	13	390	39	19.4%	*****
31	12	372	51	25.4%	*****
32	14	448	65	32.3%	*****
33	16	528	81	40.3%	*****
34	14	476	95	47.3%	*****
35	16	560	111	55.2%	*****
36	18	648	129	64.2%	*****
37	21	777	150	74.6%	*****
38	11	418	161	80.1%	*****
39	9	351	170	84.6%	*****
40	5	200	175	87.1%	*****
41	10	410	185	92.0%	*****
42	3	126	188	93.5%	****
43	5	215	193	96.0%	*****
44	3	132	196	97.5%	****
45	3	135	199	99.0%	****
46	1	46	200	99.5%	**
47	0	0	200	99.5%	
48	0	0	200	99.5%	
49	0	0	200	99.5%	
50	0	0	200	99.5%	
51	0	0	200	99.5%	
52	0	0	200	99.5%	
53	0	0	200	99.5%	
54	0	0	200	99.5%	
55	0	0	200	99.5%	
56	0	0	200	99.5%	
57	1	57	201	100.0%	**
58	0	0	201	100.0%	
59	0	0	201	100.0%	
60	0	0	201	100.0%	
61	0	0	201	100.0%	
62	0	0	201	100.0%	
63	0	0	201	100.0%	
64	0	0	201	100.0%	

Average Speed =	34.8	Pace =	29-38	Sample Variance =	24.9
50th Percentile =	34.3	In Pace =	72.6%	Std Deviation =	5.0
85th Percentile =	39.2	Veh. Pace =	146	Range 1*S =	71.6%
90th Percentile =	40.6			Range 2*S =	95.5%
95th Percentile =	42.6			Range 3*S =	99.5%

ENGINEERING AND TRAFFIC SURVEY

City of Dinuba

S. Alta: Sierra to Kamm

Date: 4/5/2017 **Time:** 1710 **Calibration Test?** Yes **Observer:** J Moreno **Direction:** NB/SB
Weather: Clear **Road Type:** Arterial Divided **Unusual Conditions:** None
Lanes (Both Directions): 4 **Roadside Development:** Residential
2 Year Acc. History: N/A **Speed Limit:** 35/45

Speed	Frequency	Fi*Xi	Acum Total	Acum %	Percentage Breakdown
25	0	0	0	0.0%	
26	0	0	0	0.0%	
27	2	54	2	0.9%	**
28	1	28	3	1.3%	**
29	2	58	5	2.2%	**
30	4	120	9	3.9%	****
31	35	1085	44	19.2%	*****
32	7	224	51	22.3%	*****
33	6	198	57	24.9%	*****
34	8	272	65	28.4%	*****
35	12	420	77	33.6%	*****
36	6	216	83	36.2%	*****
37	12	444	95	41.5%	*****
38	18	684	113	49.3%	*****
39	14	546	127	55.5%	*****
40	12	480	139	60.7%	*****
41	18	738	157	68.6%	*****
42	20	840	177	77.3%	*****
43	9	387	186	81.2%	*****
44	4	176	190	83.0%	****
45	5	225	195	85.2%	*****
46	7	322	202	88.2%	*****
47	8	376	210	91.7%	*****
48	6	288	216	94.3%	*****
49	4	196	220	96.1%	****
50	3	150	223	97.4%	****
51	1	51	224	97.8%	**
52	1	52	225	98.3%	**
53	0	0	225	98.3%	
54	2	108	227	99.1%	**
55	1	55	228	99.6%	**
56	0	0	228	99.6%	
57	0	0	228	99.6%	
58	0	0	228	99.6%	
59	1	59	229	100.0%	**
60	0	0	229	100.0%	
61	0	0	229	100.0%	
62	0	0	229	100.0%	
63	1	63	230	100.4%	**
64	0	0	230	100.4%	
65	1	65	231	100.9%	**
66	0	0	231	100.9%	
67	0	0	231	100.9%	
68	0	0	231	100.9%	
69	0	0	231	100.9%	

Average Speed =	38.8	Pace =	36-45	Sample Variance =	39.4
50th Percentile =	38.1	In Pace =	56.5%	Std Deviation =	6.3
85th Percentile =	45.1	Veh. Pace =	130	Range 1*S =	63.5%
90th Percentile =	46.6			Range 2*S =	97.0%
95th Percentile =	48.6			Range 3*S =	99.1%

ENGINEERING AND TRAFFIC SURVEY

City of Dinuba

S. Alta: Kamm to City Limits

Date: 4/7/2017 **Time:** 0815 **Calibration Test?** Yes **Observer:** J Moreno **Direction:** NB/SB
Weather: Rain **Road Type:** Arterial Divided **Unusual Conditions:** None
Lanes (Both Directions): 4 **Roadside Development:** Residential
2 Year Acc. History: N/A **Speed Limit:** 50

Speed	Frequency	Fi*Xi	Acum Total	Acum %	Percentage Breakdown
20	0	0	0	0.0%	
21	0	0	0	0.0%	
22	0	0	0	0.0%	
23	1	23	1	0.5%	**
24	0	0	1	0.5%	
25	0	0	1	0.5%	
26	0	0	1	0.5%	
27	1	27	2	1.0%	**
28	0	0	2	1.0%	
29	0	0	2	1.0%	
30	0	0	2	1.0%	
31	0	0	2	1.0%	
32	1	32	3	1.5%	**
33	2	66	5	2.5%	**
34	3	102	8	3.9%	****
35	7	245	15	7.4%	*****
36	8	288	23	11.3%	*****
37	10	370	33	16.2%	*****
38	10	380	43	21.1%	*****
39	8	312	51	25.0%	*****
40	10	400	61	29.9%	*****
41	8	328	69	33.8%	*****
42	17	714	86	42.2%	*****
43	16	688	102	50.0%	*****
44	14	616	116	56.9%	*****
45	10	450	126	61.8%	*****
46	9	414	135	66.2%	*****
47	12	564	147	72.1%	*****
48	9	432	156	76.5%	*****
49	5	245	161	78.9%	*****
50	13	650	174	85.3%	*****
51	6	306	180	88.2%	*****
52	8	416	188	92.2%	*****
53	5	265	193	94.6%	*****
54	2	108	195	95.6%	**
55	4	220	199	97.5%	****
56	2	112	201	98.5%	**
57	3	171	204	100.0%	****
58	2	116	206	101.0%	**
59	2	118	208	102.0%	**
60	0	0	208	102.0%	
61	0	0	208	102.0%	
62	1	62	209	102.5%	**
63	0	0	209	102.5%	
64	0	0	209	102.5%	

Average Speed =	44.0	Pace =	41-50	Sample Variance =	38.2
50th Percentile =	43.1	In Pace =	55.3%	Std Deviation =	6.2
85th Percentile =	50.2	Veh. Pace =	114	Range 1*S =	62.1%
90th Percentile =	51.7			Range 2*S =	95.6%
95th Percentile =	54.2			Range 3*S =	99.5%

ENGINEERING AND TRAFFIC SURVEY

City of Dinuba

E. Avenue 406: College to Crawford

Date: 5/29/2015 **Time:** 0810 **Calibration Test?** Yes **Observer:** R Clifton **Direction:** EB/WB
Weather: Clear **Road Type:** Local Undivided **Unusual Conditions:** No centerline stripe
Lanes (Both Directions): 2 **Roadside Development:** Rural/School
2 Year Acc. History: N/A **Speed Limit:** 55/25

Speed	Frequency	Fi*Xi	Acum Total	Acum %	Percentage Breakdown
20	8	160	8	3.8%	*****
21	2	42	10	4.7%	**
22	2	44	12	5.6%	**
23	5	115	17	8.0%	*****
24	5	120	22	10.3%	*****
25	8	200	30	14.1%	*****
26	6	156	36	16.9%	*****
27	7	189	43	20.2%	*****
28	7	196	50	23.5%	*****
29	12	348	62	29.1%	*****
30	9	270	71	33.3%	*****
31	13	403	84	39.4%	*****
32	11	352	95	44.6%	*****
33	12	396	107	50.2%	*****
34	12	408	119	55.9%	*****
35	10	350	129	60.6%	*****
36	6	216	135	63.4%	*****
37	10	370	145	68.1%	*****
38	8	304	153	71.8%	*****
39	8	312	161	75.6%	*****
40	9	360	170	79.8%	*****
41	10	410	180	84.5%	*****
42	8	336	188	88.3%	*****
43	6	258	194	91.1%	*****
44	4	176	198	93.0%	****
45	6	270	204	95.8%	*****
46	1	46	205	96.2%	**
47	1	47	206	96.7%	**
48	1	48	207	97.2%	**
49	0	0	207	97.2%	
50	1	50	208	97.7%	**
51	1	51	209	98.1%	**
52	3	156	212	99.5%	****
53	0	0	212	99.5%	
54	0	0	212	99.5%	
55	1	55	213	100.0%	**
56	0	0	213	100.0%	
57	0	0	213	100.0%	
58	0	0	213	100.0%	
59	0	0	213	100.0%	
60	0	0	213	100.0%	
61	0	0	213	100.0%	
62	0	0	213	100.0%	
63	0	0	213	100.0%	
64	0	0	213	100.0%	

Average Speed =	33.9	Pace =	31-40	Sample Variance =	53.8
50th Percentile =	33.0	In Pace =	48.4%	Std Deviation =	7.3
85th Percentile =	41.1	Veh. Pace =	103	Range 1*S =	62.9%
90th Percentile =	42.6			Range 2*S =	97.2%
95th Percentile =	44.7			Range 3*S =	100.0%

ENGINEERING AND TRAFFIC SURVEY

City of Dinuba

N. Crawford Ave (Rd 88): Nebraska to City Limits

Date: 4/24/2015 **Time:** 1048 **Calibration Test?** Yes **Observer:** J Garcia **Direction:** NB/SB
Weather: Clear **Road Type:** Arterial Undivided **Unusual Conditions:** 0
Lanes (Both Directions): 2 **Roadside Development:** Rural
2 Year Acc. History: N/A **Speed Limit:** 50

Speed	Frequency	Fi*Xi	Acum Total	Acum %	Percentage Breakdown
26	1	26	1	0.5%	**
27	0	0	1	0.5%	
28	0	0	1	0.5%	
29	0	0	1	0.5%	
30	0	0	1	0.5%	
31	1	31	2	0.9%	**
32	2	64	4	1.9%	**
33	0	0	4	1.9%	
34	2	68	6	2.8%	**
35	1	35	7	3.3%	**
36	0	0	7	3.3%	
37	2	74	9	4.2%	**
38	1	38	10	4.7%	**
39	3	117	13	6.1%	****
40	2	80	15	7.1%	**
41	1	41	16	7.5%	**
42	0	0	16	7.5%	
43	4	172	20	9.4%	****
44	4	176	24	11.3%	****
45	5	225	29	13.7%	*****
46	10	460	39	18.4%	*****
47	8	376	47	22.2%	*****
48	8	384	55	25.9%	*****
49	4	196	59	27.8%	****
50	11	550	70	33.0%	*****
51	16	816	86	40.6%	*****
52	16	832	102	48.1%	*****
53	17	901	119	56.1%	*****
54	10	540	129	60.8%	*****
55	10	550	139	65.6%	*****
56	13	728	152	71.7%	*****
57	10	570	162	76.4%	*****
58	7	406	169	79.7%	*****
59	8	472	177	83.5%	*****
60	11	660	188	88.7%	*****
61	9	549	197	92.9%	*****
62	9	558	206	97.2%	*****
63	6	378	212	100.0%	*****
64	5	320	217	102.4%	*****
65	6	390	223	105.2%	*****
66	0	0	223	105.2%	
67	6	402	229	108.0%	*****
68	1	68	230	108.5%	**
69	3	207	233	109.9%	****
70	7	490	240	113.2%	*****

Average Speed =	52.9	Pace =	50-59	Sample Variance =	54.1
50th Percentile =	52.6	In Pace =	52.7%	Std Deviation =	7.4
85th Percentile =	60.3	Veh. Pace =	118	Range 1*S =	66.1%
90th Percentile =	61.5			Range 2*S =	96.0%
95th Percentile =	63.2			Range 3*S =	99.6%

ENGINEERING AND TRAFFIC SURVEY

City of Dinuba

N. Crawford Ave: Sagniauw to Nebraska

Date: 5/5/2015 **Time:** 0840 **Calibration Test?** Yes **Observer:** J Garcia **Direction:** NB/SB
Weather: Clear **Road Type:** Arterial Undivided **Unusual Conditions:** Bike Lanes & On
Lanes (Both Directions): 2 **Roadside Development:** Residential Street Parking
2 Year Acc. History: N/A **Speed Limit:** 40/35

Speed	Frequency	Fi*Xi	Acum Total	Acum %	Percentage Breakdown
20	2	40	2	0.8%	**
21	0	0	2	0.8%	
22	3	66	5	1.9%	****
23	3	69	8	3.1%	****
24	2	48	10	3.9%	**
25	3	75	13	5.0%	****
26	4	104	17	6.6%	****
27	7	189	24	9.3%	*****
28	5	140	29	11.2%	****
29	11	319	40	15.5%	*****
30	15	450	55	21.3%	*****
31	18	558	73	28.3%	*****
32	16	512	89	34.5%	*****
33	12	396	101	39.1%	*****
34	17	578	118	45.7%	*****
35	21	735	139	53.9%	*****
36	21	756	160	62.0%	*****
37	15	555	175	67.8%	*****
38	19	722	194	75.2%	*****
39	9	351	203	78.7%	*****
40	9	360	212	82.2%	*****
41	8	328	220	85.3%	*****
42	11	462	231	89.5%	*****
43	6	258	237	91.9%	*****
44	6	264	243	94.2%	*****
45	3	135	246	95.3%	****
46	1	46	247	95.7%	**
47	4	188	251	97.3%	****
48	1	48	252	97.7%	**
49	0	0	252	97.7%	
50	2	100	254	98.4%	**
51	2	102	256	99.2%	**
52	1	52	257	99.6%	**
53	1	53	258	100.0%	**
54	0	0	258	100.0%	
55	0	0	258	100.0%	
56	0	0	258	100.0%	
57	0	0	258	100.0%	
58	0	0	258	100.0%	
59	0	0	258	100.0%	
60	0	0	258	100.0%	
61	0	0	258	100.0%	
62	0	0	258	100.0%	
63	0	0	258	100.0%	
64	0	0	258	100.0%	

Average Speed =	35.1	Pace =	29-38	Sample Variance =	36.1
50th Percentile =	34.5	In Pace =	64.0%	Std Deviation =	6.0
85th Percentile =	40.9	Veh. Pace =	165	Range 1*S =	70.9%
90th Percentile =	42.2			Range 2*S =	93.8%
95th Percentile =	44.7			Range 3*S =	99.6%

ENGINEERING AND TRAFFIC SURVEY

City of Dinuba

N. Crawford Ave: El Monte to Sagniaw

Date: 4/27/2015 **Time:** 0840 **Calibration Test?** Yes **Observer:** J Garcia **Direction:** NB/SB
Weather: Clear **Road Type:** Arterial Undivided **Unusual Conditions:** Bike Lanes & On
Lanes (Both Directions): 2 **Roadside Development:** Residential Street Parking
2 Year Acc. History: N/A **Speed Limit:** 40/35

Speed	Frequency	Fi*Xi	Acum Total	Acum %	Percentage Breakdown
20	0	0	0	0.0%	
21	0	0	0	0.0%	
22	0	0	0	0.0%	
23	0	0	0	0.0%	
24	1	24	1	0.4%	**
25	0	0	1	0.4%	
26	0	0	1	0.4%	
27	5	135	6	2.5%	*****
28	5	140	11	4.6%	*****
29	8	232	19	7.9%	*****
30	6	180	25	10.5%	*****
31	17	527	42	17.6%	*****
32	16	512	58	24.3%	*****
33	8	264	66	27.6%	*****
34	10	340	76	31.8%	*****
35	16	560	92	38.5%	*****
36	15	540	107	44.8%	*****
37	26	962	133	55.6%	*****
38	21	798	154	64.4%	*****
39	9	351	163	68.2%	*****
40	21	840	184	77.0%	*****
41	14	574	198	82.8%	*****
42	12	504	210	87.9%	*****
43	6	258	216	90.4%	*****
44	8	352	224	93.7%	*****
45	3	135	227	95.0%	****
46	2	92	229	95.8%	**
47	1	47	230	96.2%	**
48	3	144	233	97.5%	****
49	1	49	234	97.9%	**
50	2	100	236	98.7%	**
51	0	0	236	98.7%	
52	2	104	238	99.6%	**
53	0	0	238	99.6%	
54	1	54	239	100.0%	**
55	0	0	239	100.0%	
56	0	0	239	100.0%	
57	0	0	239	100.0%	
58	0	0	239	100.0%	
59	1	59	240	100.4%	**
60	0	0	240	100.4%	
61	0	0	240	100.4%	
62	0	0	240	100.4%	
63	0	0	240	100.4%	
64	0	0	240	100.4%	

Average Speed =	36.9	Pace =	34-43	Sample Variance =	27.7
50th Percentile =	36.5	In Pace =	66.5%	Std Deviation =	5.3
85th Percentile =	41.4	Veh. Pace =	159	Range 1*S =	65.3%
90th Percentile =	42.9			Range 2*S =	95.4%
95th Percentile =	45.0			Range 3*S =	99.6%

ENGINEERING AND TRAFFIC SURVEY

City of Dinuba

S. Crawford Ave: El Monte to Sierra

Date: 6/9/2015 **Time:** 0830 **Calibration Test?** Yes **Observer:** J Garcia **Direction:** NB/SB
Weather: Clear **Road Type:** Arterial Undivided **Unusual Conditions:** Bike Lanes & On
Lanes (Both Directions): 2 **Roadside Development:** Residential Street Parking
2 Year Acc. History: N/A **Speed Limit:** 25/35

Speed	Frequency	Fi*Xi	Acum Total	Acum %	Percentage Breakdown
20	0	0	0	0.0%	
21	0	0	0	0.0%	
22	2	44	2	0.9%	**
23	4	92	6	2.7%	****
24	1	24	7	3.1%	**
25	3	75	10	4.4%	****
26	4	104	14	6.2%	****
27	9	243	23	10.2%	*****
28	10	280	33	14.7%	*****
29	13	377	46	20.4%	*****
30	14	420	60	26.7%	*****
31	18	558	78	34.7%	*****
32	19	608	97	43.1%	*****
33	17	561	114	50.7%	*****
34	22	748	136	60.4%	*****
35	21	735	157	69.8%	*****
36	12	432	169	75.1%	*****
37	13	481	182	80.9%	*****
38	10	380	192	85.3%	*****
39	9	351	201	89.3%	*****
40	11	440	212	94.2%	*****
41	2	82	214	95.1%	**
42	2	84	216	96.0%	**
43	2	86	218	96.9%	**
44	4	176	222	98.7%	****
45	2	90	224	99.6%	**
46	0	0	224	99.6%	
47	1	47	225	100.0%	**
48	0	0	225	100.0%	
49	0	0	225	100.0%	
50	0	0	225	100.0%	
51	0	0	225	100.0%	
52	0	0	225	100.0%	
53	0	0	225	100.0%	
54	0	0	225	100.0%	
55	0	0	225	100.0%	
56	0	0	225	100.0%	
57	0	0	225	100.0%	
58	0	0	225	100.0%	
59	0	0	225	100.0%	
60	0	0	225	100.0%	
61	0	0	225	100.0%	
62	0	0	225	100.0%	
63	0	0	225	100.0%	
64	0	0	225	100.0%	

Average Speed =	33.4	Pace =	30-39	Sample Variance =	22.6
50th Percentile =	32.9	In Pace =	70.7%	Std Deviation =	4.8
85th Percentile =	37.9	Veh. Pace =	159	Range 1*S =	66.2%
90th Percentile =	39.1			Range 2*S =	93.3%
95th Percentile =	40.9			Range 3*S =	100.0%

ENGINEERING AND TRAFFIC SURVEY

City of Dinuba

S. Crawford Ave: Sierra to Kamm

Date: 5/26/2015 **Time:** 0900 **Calibration Test?** Yes **Observer:** J Garcia **Direction:** NB/SB
Weather: Clear **Road Type:** Arterial Undivided **Unusual Conditions:** Bike Lanes & On
Lanes (Both Directions): 3 **Roadside Development:** Residential/School Street Parking
2 Year Acc. History: N/A **Speed Limit:** 45

Speed	Frequency	Fi*Xi	Acum Total	Acum %	Percentage Breakdown
20	0	0	0	0.0%	
21	0	0	0	0.0%	
22	0	0	0	0.0%	
23	0	0	0	0.0%	
24	0	0	0	0.0%	
25	2	50	2	0.8%	**
26	4	104	6	2.5%	****
27	5	135	11	4.7%	*****
28	6	168	17	7.2%	*****
29	9	261	26	11.0%	*****
30	9	270	35	14.8%	*****
31	12	372	47	19.9%	*****
32	12	384	59	25.0%	*****
33	14	462	73	30.9%	*****
34	26	884	99	41.9%	*****
35	28	980	127	53.8%	*****
36	20	720	147	62.3%	*****
37	18	666	165	69.9%	*****
38	13	494	178	75.4%	*****
39	12	468	190	80.5%	*****
40	9	360	199	84.3%	*****
41	6	246	205	86.9%	*****
42	10	420	215	91.1%	*****
43	6	258	221	93.6%	*****
44	3	132	224	94.9%	****
45	2	90	226	95.8%	**
46	2	92	228	96.6%	**
47	3	141	231	97.9%	****
48	2	96	233	98.7%	**
49	2	98	235	99.6%	**
50	1	50	236	100.0%	**
51	0	0	236	100.0%	
52	0	0	236	100.0%	
53	0	0	236	100.0%	
54	0	0	236	100.0%	
55	0	0	236	100.0%	
56	0	0	236	100.0%	
57	0	0	236	100.0%	
58	0	0	236	100.0%	
59	0	0	236	100.0%	
60	0	0	236	100.0%	
61	0	0	236	100.0%	
62	0	0	236	100.0%	
63	0	0	236	100.0%	
64	0	0	236	100.0%	

Average Speed =	35.6	Pace =	32-41	Sample Variance =	24.6
50th Percentile =	34.7	In Pace =	69.5%	Std Deviation =	5.0
85th Percentile =	40.3	Veh. Pace =	164	Range 1*S =	69.5%
90th Percentile =	41.7			Range 2*S =	94.9%
95th Percentile =	44.1			Range 3*S =	99.6%

ENGINEERING AND TRAFFIC SURVEY

City of Dinuba

W. Ave 416 (El Monte): Rd 56 to Rd 62

Date: 4/5/2017 **Time:** 0830 **Calibration Test?** Yes **Observer:** R Clifton **Direction:** WB/EB
Weather: Clear **Road Type:** Arterial Undivided **Unusual Conditions:** None
Lanes (Both Directions): 4 **Roadside Development:** Rural
2 Year Acc. History: N/A **Speed Limit:** 45

Speed	Frequency	Fi*Xi	Acum Total	Acum %	Percentage Breakdown
30	0	0	0	0.0%	
31	0	0	0	0.0%	
32	0	0	0	0.0%	
33	0	0	0	0.0%	
34	0	0	0	0.0%	
35	0	0	0	0.0%	
36	0	0	0	0.0%	
37	0	0	0	0.0%	
38	1	38	1	0.5%	**
39	1	39	2	1.0%	**
40	1	40	3	1.5%	**
41	3	123	6	2.9%	****
42	4	168	10	4.9%	****
43	3	129	13	6.3%	****
44	5	220	18	8.8%	*****
45	11	495	29	14.1%	*****
46	5	230	34	16.6%	*****
47	3	141	37	18.0%	****
48	17	816	54	26.3%	*****
49	10	490	64	31.2%	*****
50	18	900	82	40.0%	*****
51	15	765	97	47.3%	*****
52	19	988	116	56.6%	*****
53	14	742	130	63.4%	*****
54	12	648	142	69.3%	*****
55	15	825	157	76.6%	*****
56	2	112	159	77.6%	**
57	9	513	168	82.0%	*****
58	8	464	176	85.9%	*****
59	2	118	178	86.8%	**
60	4	240	182	88.8%	****
61	5	305	187	91.2%	*****
62	8	496	195	95.1%	*****
63	6	378	201	98.0%	*****
64	1	64	202	98.5%	**
65	3	195	205	100.0%	****
66	0	0	205	100.0%	
67	0	0	205	100.0%	
68	0	0	205	100.0%	
69	2	138	207	101.0%	**
70	0	0	207	101.0%	
71	0	0	207	101.0%	
72	0	0	207	101.0%	
73	0	0	207	101.0%	
74	0	0	207	101.0%	

Average Speed =	52.1	Pace =	47-56	Sample Variance =	33.1
50th Percentile =	51.3	In Pace =	63.9%	Std Deviation =	5.8
85th Percentile =	57.8	Veh. Pace =	131	Range 1*S =	67.8%
90th Percentile =	60.5			Range 2*S =	96.6%
95th Percentile =	62.0			Range 3*S =	100.0%

ENGINEERING AND TRAFFIC SURVEY

City of Dinuba

W. Ave 416 (El Monte): Rd 62 to Rd 68

Date: 4/4/2017 **Time:** 1625 **Calibration Test?** Yes **Observer:** R Clifton **Direction:** WB/EB
Weather: Clear **Road Type:** Arterial Undivided **Unusual Conditions:** None
Lanes (Both Directions): 4 **Roadside Development:** Rural
2 Year Acc. History: N/A **Speed Limit:** 45

Speed	Frequency	Fi*Xi	Acum Total	Acum %	Percentage Breakdown
25	0	0	0	0.0%	
26	0	0	0	0.0%	
27	1	27	1	0.5%	**
28	0	0	1	0.5%	
29	0	0	1	0.5%	
30	1	30	2	1.0%	**
31	0	0	2	1.0%	
32	0	0	2	1.0%	
33	0	0	2	1.0%	
34	0	0	2	1.0%	
35	2	70	4	1.9%	**
36	1	36	5	2.4%	**
37	3	111	8	3.8%	****
38	4	152	12	5.7%	****
39	2	78	14	6.7%	**
40	4	160	18	8.6%	****
41	4	164	22	10.5%	****
42	7	294	29	13.9%	*****
43	6	258	35	16.7%	*****
44	8	352	43	20.6%	*****
45	11	495	54	25.8%	*****
46	12	552	66	31.6%	*****
47	15	705	81	38.8%	*****
48	12	576	93	44.5%	*****
49	11	539	104	49.8%	*****
50	27	1350	131	62.7%	*****
51	22	1122	153	73.2%	*****
52	10	520	163	78.0%	*****
53	9	477	172	82.3%	*****
54	11	594	183	87.6%	*****
55	9	495	192	91.9%	*****
56	7	392	199	95.2%	*****
57	3	171	202	96.7%	****
58	2	116	204	97.6%	**
59	0	0	204	97.6%	
60	2	120	206	98.6%	**
61	2	122	208	99.5%	**
62	1	62	209	100.0%	**
63	2	126	211	101.0%	**
64	1	64	212	101.4%	**
65	2	130	214	102.4%	**
66	0	0	214	102.4%	
67	0	0	214	102.4%	
68	1	68	215	102.9%	**
69	0	0	215	102.9%	

Average Speed =	48.7	Pace =	45-54	Sample Variance =	33.9
50th Percentile =	49.1	In Pace =	66.0%	Std Deviation =	5.8
85th Percentile =	53.7	Veh. Pace =	140	Range 1*S =	72.6%
90th Percentile =	54.9			Range 2*S =	93.9%
95th Percentile =	56.8			Range 3*S =	99.1%

ENGINEERING AND TRAFFIC SURVEY

City of Dinuba

W. Ave 416 (El Monte): Rd 68 to Rd 72

Date: 4/4/2017 **Time:** 1545 **Calibration Test?** Yes **Observer:** R Clifton **Direction:** WB/EB
Weather: Clear **Road Type:** Arterial Undivided **Unusual Conditions:** None
Lanes (Both Directions): 4 **Roadside Development:** Rural
2 Year Acc. History: N/A **Speed Limit:** 45

Speed	Frequency	Fi*Xi	Acum Total	Acum %	Percentage Breakdown
30	0	0	0	0.0%	
31	0	0	0	0.0%	
32	0	0	0	0.0%	
33	0	0	0	0.0%	
34	1	34	1	0.5%	**
35	0	0	1	0.5%	
36	2	72	3	1.4%	**
37	0	0	3	1.4%	
38	3	114	6	2.9%	****
39	7	273	13	6.2%	*****
40	9	360	22	10.5%	*****
41	8	328	30	14.4%	*****
42	16	672	46	22.0%	*****
43	15	645	61	29.2%	*****
44	9	396	70	33.5%	*****
45	24	1080	94	45.0%	*****
46	12	552	106	50.7%	*****
47	11	517	117	56.0%	*****
48	12	576	129	61.7%	*****
49	10	490	139	66.5%	*****
50	12	600	151	72.2%	*****
51	13	663	164	78.5%	*****
52	10	520	174	83.3%	*****
53	11	583	185	88.5%	*****
54	8	432	193	92.3%	*****
55	4	220	197	94.3%	****
56	4	224	201	96.2%	****
57	4	228	205	98.1%	****
58	1	58	206	98.6%	**
59	0	0	206	98.6%	
60	1	60	207	99.0%	**
61	1	61	208	99.5%	**
62	1	62	209	100.0%	**
63	0	0	209	100.0%	
64	0	0	209	100.0%	
65	0	0	209	100.0%	
66	0	0	209	100.0%	
67	0	0	209	100.0%	

Average Speed =	47.0	Pace =	41-50	Sample Variance =	27.7
50th Percentile =	45.9	In Pace =	64.1%	Std Deviation =	5.3
85th Percentile =	52.3	Veh. Pace =	134	Range 1*S =	64.1%
90th Percentile =	53.4			Range 2*S =	97.6%
95th Percentile =	55.4			Range 3*S =	100.0%

ENGINEERING AND TRAFFIC SURVEY

City of Dinuba

W. El Monte Way: Rd 72 to Monte Vista

Date: 4/4/2017 **Time:** 0830 **Calibration Test?** Yes **Observer:** J Moreno **Direction:** WB/EB
Weather: Clear **Road Type:** Arterial Undivided **Unusual Conditions:** None
Lanes (Both Directions): 4 **Roadside Development:** Commercial/Urban
2 Year Acc. History: N/A **Speed Limit:** 40

Speed	Frequency	Fi*Xi	Acum Total	Acum %	Percentage Breakdown
20	0	0	0	0.0%	
21	0	0	0	0.0%	
22	0	0	0	0.0%	
23	2	46	2	1.0%	**
24	0	0	2	1.0%	
25	0	0	2	1.0%	
26	0	0	2	1.0%	
27	0	0	2	1.0%	
28	0	0	2	1.0%	
29	0	0	2	1.0%	
30	2	60	4	2.0%	**
31	4	124	8	4.0%	****
32	3	96	11	5.4%	****
33	0	0	11	5.4%	
34	7	238	18	8.9%	*****
35	11	385	29	14.4%	*****
36	14	504	43	21.3%	*****
37	12	444	55	27.2%	*****
38	18	684	73	36.1%	*****
39	10	390	83	41.1%	*****
40	22	880	105	52.0%	*****
41	18	738	123	60.9%	*****
42	11	462	134	66.3%	*****
43	16	688	150	74.3%	*****
44	8	352	158	78.2%	*****
45	10	450	168	83.2%	*****
46	8	368	176	87.1%	*****
47	6	282	182	90.1%	*****
48	6	288	188	93.1%	*****
49	6	294	194	96.0%	*****
50	3	150	197	97.5%	****
51	2	102	199	98.5%	**
52	2	104	201	99.5%	**
53	0	0	201	99.5%	
54	0	0	201	99.5%	
55	1	55	202	100.0%	**
56	0	0	202	100.0%	
57	0	0	202	100.0%	

Average Speed =	40.5	Pace =	35-44	Sample Variance =	26.2
50th Percentile =	39.8	In Pace =	69.3%	Std Deviation =	5.1
85th Percentile =	45.5	Veh. Pace =	140	Range 1*S =	74.3%
90th Percentile =	47.0			Range 2*S =	96.5%
95th Percentile =	48.7			Range 3*S =	99.0%

ENGINEERING AND TRAFFIC SURVEY

City of Dinuba

W El Monte Way: Monte Vista to Alta

Date: 4/4/2017 **Time:** 0911 **Calibration Test?** Yes **Observer:** R Clifton **Direction:** WB/EB
Weather: Clear **Road Type:** Arterial Undivided **Unusual Conditions:** Rail Xing
Lanes (Both Directions): 4 **Roadside Development:** Commercial/Urban
2 Year Acc. History: N/A **Speed Limit:** 35/40

Speed	Frequency	Fi*Xi	Acum Total	Acum %	Percentage Breakdown
20	0	0	0	0.0%	
21	1	21	1	0.5%	**
22	1	22	2	1.0%	**
23	0	0	2	1.0%	
24	1	24	3	1.4%	**
25	1	25	4	1.9%	**
26	3	78	7	3.4%	****
27	6	162	13	6.3%	*****
28	1	28	14	6.7%	**
29	8	232	22	10.6%	*****
30	11	330	33	15.9%	*****
31	19	589	52	25.0%	*****
32	16	512	68	32.7%	*****
33	13	429	81	38.9%	*****
34	18	612	99	47.6%	*****
35	15	525	114	54.8%	*****
36	10	360	124	59.6%	*****
37	14	518	138	66.3%	*****
38	13	494	151	72.6%	*****
39	16	624	167	80.3%	*****
40	11	440	178	85.6%	*****
41	6	246	184	88.5%	*****
42	7	294	191	91.8%	*****
43	4	172	195	93.8%	****
44	4	176	199	95.7%	****
45	2	90	201	96.6%	**
46	1	46	202	97.1%	**
47	1	47	203	97.6%	**
48	1	48	204	98.1%	**
49	2	98	206	99.0%	**
50	1	50	207	99.5%	**
51	1	51	208	100.0%	**
52	0	0	208	100.0%	
53	0	0	208	100.0%	
54	0	0	208	100.0%	
55	0	0	208	100.0%	
56	0	0	208	100.0%	
57	0	0	208	100.0%	

Average Speed =	35.3	Pace =	30-39	Sample Variance =	27.5
50th Percentile =	34.3	In Pace =	69.7%	Std Deviation =	5.2
85th Percentile =	39.9	Veh. Pace =	145	Range 1*S =	75.0%
90th Percentile =	41.5			Range 2*S =	95.2%
95th Percentile =	43.7			Range 3*S =	99.5%

ENGINEERING AND TRAFFIC SURVEY

City of Dinuba

E. El Monte: Alta to Perry

Date: 5/11/2015 **Time:** 0830 **Calibration Test?** Yes **Observer:** J Garcia **Direction:** EB/WB
Weather: Clear **Road Type:** Arterial Undivided **Unusual Conditions:** 0
Lanes (Both Directions): 2 **Roadside Development:** Residential
2 Year Acc. History: N/A **Speed Limit:** 35

Speed	Frequency	Fi*Xi	Acum Total	Acum %	Percentage Breakdown
20	1	20	1	0.4%	**
21	3	63	4	1.6%	****
22	4	88	8	3.2%	****
23	4	92	12	4.8%	****
24	4	96	16	6.5%	****
25	4	100	20	8.1%	****
26	18	468	38	15.3%	*****
27	8	216	46	18.5%	*****
28	11	308	57	23.0%	*****
29	11	319	68	27.4%	*****
30	20	600	88	35.5%	*****
31	28	868	116	46.8%	*****
32	23	736	139	56.0%	*****
33	21	693	160	64.5%	*****
34	20	680	180	72.6%	*****
35	23	805	203	81.9%	*****
36	8	288	211	85.1%	*****
37	7	259	218	87.9%	*****
38	8	304	226	91.1%	*****
39	5	195	231	93.1%	*****
40	3	120	234	94.4%	****
41	2	82	236	95.2%	**
42	4	168	240	96.8%	****
43	1	43	241	97.2%	**
44	3	132	244	98.4%	****
45	0	0	244	98.4%	
46	1	46	245	98.8%	**
47	2	94	247	99.6%	**
48	1	48	248	100.0%	**
49	0	0	248	100.0%	
50	0	0	248	100.0%	
51	0	0	248	100.0%	
52	0	0	248	100.0%	
53	0	0	248	100.0%	
54	0	0	248	100.0%	
55	0	0	248	100.0%	
56	0	0	248	100.0%	
57	0	0	248	100.0%	
58	0	0	248	100.0%	
59	0	0	248	100.0%	
60	0	0	248	100.0%	
61	0	0	248	100.0%	
62	0	0	248	100.0%	
63	0	0	248	100.0%	
64	0	0	248	100.0%	

Average Speed =	32.0	Pace =	28-37	Sample Variance =	25.4
50th Percentile =	31.3	In Pace =	73.8%	Std Deviation =	5.0
85th Percentile =	36.0	Veh. Pace =	183	Range 1*S =	69.8%
90th Percentile =	37.7			Range 2*S =	93.5%
95th Percentile =	40.8			Range 3*S =	98.8%

ENGINEERING AND TRAFFIC SURVEY

City of Dinuba

E. El Monte: Perry to Crawford

Date: 5/8/2015 **Time:** 0830 **Calibration Test?** Yes **Observer:** J Garcia **Direction:** EB/WB
Weather: Clear **Road Type:** Arterial Undivided **Unusual Conditions:** 0
Lanes (Both Directions): 4 **Roadside Development:** Residential/Commercial
2 Year Acc. History: N/A **Speed Limit:** 35

Speed	Frequency	Fi*Xi	Acum Total	Acum %	Percentage Breakdown
20	0	0	0	0.0%	
21	2	42	2	0.8%	**
22	1	22	3	1.3%	**
23	1	23	4	1.7%	**
24	3	72	7	3.0%	****
25	4	100	11	4.6%	****
26	6	156	17	7.2%	*****
27	7	189	24	10.1%	*****
28	12	336	36	15.2%	*****
29	14	406	50	21.1%	*****
30	21	630	71	30.0%	*****
31	18	558	89	37.6%	*****
32	21	672	110	46.4%	*****
33	22	726	132	55.7%	*****
34	23	782	155	65.4%	*****
35	24	840	179	75.5%	*****
36	13	468	192	81.0%	*****
37	8	296	200	84.4%	*****
38	12	456	212	89.5%	*****
39	12	468	224	94.5%	*****
40	6	240	230	97.0%	*****
41	1	41	231	97.5%	**
42	1	42	232	97.9%	**
43	1	43	233	98.3%	**
44	0	0	233	98.3%	
45	2	90	235	99.2%	**
46	1	46	236	99.6%	**
47	0	0	236	99.6%	
48	0	0	236	99.6%	
49	0	0	236	99.6%	
50	0	0	236	99.6%	
51	1	51	237	100.0%	**
52	0	0	237	100.0%	
53	0	0	237	100.0%	
54	0	0	237	100.0%	
55	0	0	237	100.0%	
56	0	0	237	100.0%	
57	0	0	237	100.0%	
58	0	0	237	100.0%	
59	0	0	237	100.0%	
60	0	0	237	100.0%	
61	0	0	237	100.0%	
62	0	0	237	100.0%	
63	0	0	237	100.0%	
64	0	0	237	100.0%	

Average Speed =	32.9	Pace =	29-38	Sample Variance =	20.2
50th Percentile =	32.4	In Pace =	74.3%	Std Deviation =	4.5
85th Percentile =	37.1	Veh. Pace =	176	Range 1*S =	70.9%
90th Percentile =	38.1			Range 2*S =	95.8%
95th Percentile =	39.2			Range 3*S =	99.2%

ENGINEERING AND TRAFFIC SURVEY

City of Dinuba

E. El Monte: Crawford to Road 92

Date: 5/7/2015 **Time:** 1130 **Calibration Test?** Yes **Observer:** J Garcia **Direction:** EB/WB
Weather: Clear **Road Type:** Arterial Undivided **Unusual Conditions:** 0
Lanes (Both Directions): 4 **Roadside Development:** Commercial/Rural
2 Year Acc. History: N/A **Speed Limit:** 40/45

Speed	Frequency	Fi*Xi	Acum Total	Acum %	Percentage Breakdown
25	1	25	1	0.4%	**
26	1	26	2	0.9%	**
27	1	27	3	1.3%	**
28	2	56	5	2.2%	**
29	3	87	8	3.4%	****
30	1	30	9	3.9%	**
31	4	124	13	5.6%	****
32	4	128	17	7.3%	****
33	6	198	23	9.9%	*****
34	8	272	31	13.4%	*****
35	9	315	40	17.2%	*****
36	7	252	47	20.3%	*****
37	9	333	56	24.1%	*****
38	11	418	67	28.9%	*****
39	17	663	84	36.2%	*****
40	9	360	93	40.1%	*****
41	15	615	108	46.6%	*****
42	13	546	121	52.2%	*****
43	17	731	138	59.5%	*****
44	15	660	153	65.9%	*****
45	18	810	171	73.7%	*****
46	19	874	190	81.9%	*****
47	8	376	198	85.3%	*****
48	7	336	205	88.4%	*****
49	10	490	215	92.7%	*****
50	5	250	220	94.8%	*****
51	1	51	221	95.3%	**
52	3	156	224	96.6%	****
53	0	0	224	96.6%	
54	1	54	225	97.0%	**
55	0	0	225	97.0%	
56	1	56	226	97.4%	**
57	2	114	228	98.3%	**
58	1	58	229	98.7%	**
59	3	177	232	100.0%	****
60	0	0	232	100.0%	
61	0	0	232	100.0%	
62	0	0	232	100.0%	
63	0	0	232	100.0%	
64	0	0	232	100.0%	
65	0	0	232	100.0%	
66	0	0	232	100.0%	
67	0	0	232	100.0%	
68	0	0	232	100.0%	
69	0	0	232	100.0%	

Average Speed =	41.7	Pace =	37-46	Sample Variance =	39.3
50th Percentile =	41.6	In Pace =	61.6%	Std Deviation =	6.3
85th Percentile =	46.9	Veh. Pace =	143	Range 1*S =	72.0%
90th Percentile =	48.4			Range 2*S =	94.4%
95th Percentile =	50.4			Range 3*S =	100.0%

ENGINEERING AND TRAFFIC SURVEY

City of Dinuba

N. Englehart: Nebraska to Saginaw

Date: 4/6/2017 **Time:** 0815 **Calibration Test?** Yes **Observer:** R Clifton **Direction:** NB/SB
Weather: Clear **Road Type:** Arterial Undivided **Unusual Conditions:** Rail Xing
Lanes (Both Directions): 2 **Roadside Development:** Rural
2 Year Acc. History: N/A **Speed Limit:** 45

Speed	Frequency	Fi*Xi	Acum Total	Acum %	Percentage Breakdown
30	0	0	0	0.0%	
31	0	0	0	0.0%	
32	2	64	2	1.0%	**
33	0	0	2	1.0%	
34	1	34	3	1.5%	**
35	1	35	4	2.0%	**
36	5	180	9	4.5%	*****
37	9	333	18	9.0%	*****
38	7	266	25	12.5%	*****
39	8	312	33	16.5%	*****
40	11	440	44	22.0%	*****
41	12	492	56	28.0%	*****
42	13	546	69	34.5%	*****
43	11	473	80	40.0%	*****
44	10	440	90	45.0%	*****
45	21	945	111	55.5%	*****
46	13	598	124	62.0%	*****
47	9	423	133	66.5%	*****
48	21	1008	154	77.0%	*****
49	14	686	168	84.0%	*****
50	3	150	171	85.5%	****
51	11	561	182	91.0%	*****
52	4	208	186	93.0%	****
53	4	212	190	95.0%	****
54	4	216	194	97.0%	****
55	2	110	196	98.0%	**
56	2	112	198	99.0%	**
57	0	0	198	99.0%	
58	0	0	198	99.0%	
59	0	0	198	99.0%	
60	0	0	198	99.0%	
61	1	61	199	99.5%	**
62	1	62	200	100.0%	**
63	0	0	200	100.0%	
64	0	0	200	100.0%	
65	0	0	200	100.0%	
66	0	0	200	100.0%	
67	0	0	200	100.0%	
68	0	0	200	100.0%	
69	0	0	200	100.0%	
70	2	140	202	101.0%	**
71	0	0	202	101.0%	
72	0	0	202	101.0%	
73	0	0	202	101.0%	
74	0	0	202	101.0%	

Average Speed =	44.8	Pace =	39-48	Sample Variance =	27.6
50th Percentile =	44.5	In Pace =	67.5%	Std Deviation =	5.3
85th Percentile =	49.7	Veh. Pace =	135	Range 1*S =	67.5%
90th Percentile =	50.8			Range 2*S =	96.0%
95th Percentile =	53.0			Range 3*S =	99.0%

ENGINEERING AND TRAFFIC SURVEY

City of Dinuba

N. Englehart: Saginaw to El Monte

Date: 4/6/2017 **Time:** 1130 **Calibration Test?** Yes **Observer:** J Moreno **Direction:** NB/SB
Weather: Clear **Road Type:** Arterial Undivided **Unusual Conditions:** None
Lanes (Both Directions): 2 **Roadside Development:** Residential
2 Year Acc. History: N/A **Speed Limit:** 45

Speed	Frequency	Fi*Xi	Acum Total	Acum %	Percentage Breakdown
20	0	0	0	0.0%	
21	0	0	0	0.0%	
22	1	22	1	0.5%	**
23	0	0	1	0.5%	
24	0	0	1	0.5%	
25	2	50	3	1.5%	**
26	1	26	4	2.0%	**
27	1	27	5	2.5%	**
28	2	56	7	3.4%	**
29	2	58	9	4.4%	**
30	1	30	10	4.9%	**
31	5	155	15	7.4%	*****
32	1	32	16	7.9%	**
33	6	198	22	10.8%	*****
34	2	68	24	11.8%	**
35	10	350	34	16.7%	*****
36	8	288	42	20.7%	*****
37	15	555	57	28.1%	*****
38	13	494	70	34.5%	*****
39	10	390	80	39.4%	*****
40	10	400	90	44.3%	*****
41	10	410	100	49.3%	*****
42	19	798	119	58.6%	*****
43	13	559	132	65.0%	*****
44	14	616	146	71.9%	*****
45	9	405	155	76.4%	*****
46	11	506	166	81.8%	*****
47	9	423	175	86.2%	*****
48	7	336	182	89.7%	*****
49	7	343	189	93.1%	*****
50	4	200	193	95.1%	****
51	2	102	195	96.1%	**
52	4	208	199	98.0%	****
53	1	53	200	98.5%	**
54	2	108	202	99.5%	**
55	0	0	202	99.5%	
56	1	56	203	100.0%	**
57	0	0	203	100.0%	
58	0	0	203	100.0%	
59	0	0	203	100.0%	
60	2	120	205	101.0%	**
61	0	0	205	101.0%	
62	0	0	205	101.0%	
63	0	0	205	101.0%	
64	0	0	205	101.0%	

Average Speed =	41.0	Pace =	36-45	Sample Variance =	37.2
50th Percentile =	41.1	In Pace =	61.1%	Std Deviation =	6.1
85th Percentile =	46.7	Veh. Pace =	124	Range 1*S =	70.0%
90th Percentile =	48.1			Range 2*S =	94.6%
95th Percentile =	50.0			Range 3*S =	99.5%

ENGINEERING AND TRAFFIC SURVEY

City of Dinuba

S. Englehart: El Monte to Sierra

Date: 4/6/2017 **Time:** 1230 **Calibration Test?** Yes **Observer:** R Clifton **Direction:** NB/SB
Weather: Clear **Road Type:** Arterial Undivided **Unusual Conditions:** None
Lanes (Both Directions): 2 **Roadside Development:** Commercial/Industrial
2 Year Acc. History: N/A **Speed Limit:** 45/55

Speed	Frequency	Fi*Xi	Acum Total	Acum %	Percentage Breakdown
25	0	0	0	0.0%	
26	0	0	0	0.0%	
27	0	0	0	0.0%	
28	0	0	0	0.0%	
29	3	87	3	1.5%	****
30	2	60	5	2.5%	**
31	2	62	7	3.4%	**
32	2	64	9	4.4%	**
33	3	99	12	5.9%	****
34	4	136	16	7.8%	****
35	7	245	23	11.3%	*****
36	7	252	30	14.7%	*****
37	13	481	43	21.1%	*****
38	9	342	52	25.5%	*****
39	7	273	59	28.9%	*****
40	16	640	75	36.8%	*****
41	8	328	83	40.7%	*****
42	14	588	97	47.5%	*****
43	7	301	104	51.0%	*****
44	14	616	118	57.8%	*****
45	13	585	131	64.2%	*****
46	14	644	145	71.1%	*****
47	16	752	161	78.9%	*****
48	10	480	171	83.8%	*****
49	10	490	181	88.7%	*****
50	7	350	188	92.2%	*****
51	4	204	192	94.1%	****
52	3	156	195	95.6%	****
53	6	318	201	98.5%	*****
54	1	54	202	99.0%	**
55	0	0	202	99.0%	
56	0	0	202	99.0%	
57	1	57	203	99.5%	**
58	0	0	203	99.5%	
59	0	0	203	99.5%	
60	1	60	204	100.0%	**
61	0	0	204	100.0%	
62	0	0	204	100.0%	
63	0	0	204	100.0%	
64	0	0	204	100.0%	
65	0	0	204	100.0%	
66	0	0	204	100.0%	
67	0	0	204	100.0%	
68	1	68	205	100.5%	**
69	0	0	205	100.5%	

Average Speed =	42.8	Pace =	39-48	Sample Variance =	34.3
50th Percentile =	42.7	In Pace =	59.8%	Std Deviation =	5.9
85th Percentile =	48.2	Veh. Pace =	122	Range 1*S =	69.1%
90th Percentile =	49.4			Range 2*S =	96.1%
95th Percentile =	51.6			Range 3*S =	99.5%

ENGINEERING AND TRAFFIC SURVEY

City of Dinuba

W. Kamm (Ave 408): Rd 64 to Rd 70

Date: 4/7/2017 **Time:** 1600 **Calibration Test?** Yes **Observer:** R Clifton **Direction:** WB/EB
Weather: Cloudy **Road Type:** Arterial Undivided **Unusual Conditions:** None
Lanes (Both Directions): 2 **Roadside Development:** Rural
2 Year Acc. History: N/A **Speed Limit:** 55

Speed	Frequency	Fi*Xi	Acum Total	Acum %	Percentage Breakdown
35	0	0	0	0.0%	
36	0	0	0	0.0%	
37	0	0	0	0.0%	
38	0	0	0	0.0%	
39	0	0	0	0.0%	
40	1	40	1	0.5%	**
41	0	0	1	0.5%	
42	4	168	5	2.4%	****
43	0	0	5	2.4%	
44	3	132	8	3.8%	****
45	1	45	9	4.3%	**
46	5	230	14	6.6%	*****
47	2	94	16	7.6%	**
48	1	48	17	8.1%	**
49	7	343	24	11.4%	*****
50	10	500	34	16.1%	*****
51	12	612	46	21.8%	*****
52	4	208	50	23.7%	****
53	16	848	66	31.3%	*****
54	7	378	73	34.6%	*****
55	19	1045	92	43.6%	*****
56	14	784	106	50.2%	*****
57	16	912	122	57.8%	*****
58	15	870	137	64.9%	*****
59	14	826	151	71.6%	*****
60	19	1140	170	80.6%	*****
61	7	427	177	83.9%	*****
62	3	186	180	85.3%	****
63	8	504	188	89.1%	*****
64	9	576	197	93.4%	*****
65	5	325	202	95.7%	*****
66	3	198	205	97.2%	****
67	2	134	207	98.1%	**
68	1	68	208	98.6%	**
69	2	138	210	99.5%	**
70	1	70	211	100.0%	**
71	0	0	211	100.0%	
72	0	0	211	100.0%	
73	0	0	211	100.0%	
74	0	0	211	100.0%	
75	0	0	211	100.0%	
76	0	0	211	100.0%	
77	0	0	211	100.0%	
78	0	0	211	100.0%	
79	0	0	211	100.0%	

Average Speed =	56.2	Pace =	50-59	Sample Variance =	33.1
50th Percentile =	56.0	In Pace =	64.5%	Std Deviation =	5.8
85th Percentile =	61.8	Veh. Pace =	136	Range 1*S =	72.5%
90th Percentile =	63.2			Range 2*S =	94.3%
95th Percentile =	64.7			Range 3*S =	100.0%

ENGINEERING AND TRAFFIC SURVEY

City of Dinuba

W. Kamm (Ave 408): Rd 70 to Rd 74

Date: 4/7/2017 **Time:** 1135 **Calibration Test?** Yes **Observer:** J Moreno **Direction:** WB/EB
Weather: Cloudy **Road Type:** Arterial Undivided **Unusual Conditions:** None
Lanes (Both Directions): 2 **Roadside Development:** Rural
2 Year Acc. History: N/A **Speed Limit:** 55

Speed	Frequency	Fi*Xi	Acum Total	Acum %	Percentage Breakdown
35	1	35	1	0.5%	**
36	1	36	2	1.0%	**
37	0	0	2	1.0%	
38	1	38	3	1.4%	**
39	0	0	3	1.4%	
40	2	80	5	2.4%	**
41	1	41	6	2.9%	**
42	4	168	10	4.8%	****
43	0	0	10	4.8%	
44	3	132	13	6.3%	****
45	1	45	14	6.8%	**
46	7	322	21	10.1%	****
47	7	329	28	13.5%	****
48	8	384	36	17.4%	****
49	7	343	43	20.8%	****
50	10	500	53	25.6%	****
51	9	459	62	30.0%	****
52	13	676	75	36.2%	****
53	16	848	91	44.0%	****
54	13	702	104	50.2%	****
55	15	825	119	57.5%	****
56	13	728	132	63.8%	****
57	11	627	143	69.1%	****
58	15	870	158	76.3%	****
59	11	649	169	81.6%	****
60	5	300	174	84.1%	****
61	10	610	184	88.9%	****
62	7	434	191	92.3%	****
63	5	315	196	94.7%	****
64	1	64	197	95.2%	**
65	3	195	200	96.6%	****
66	0	0	200	96.6%	
67	2	134	202	97.6%	**
68	1	68	203	98.1%	**
69	0	0	203	98.1%	
70	4	280	207	100.0%	****
71	0	0	207	100.0%	
72	0	0	207	100.0%	
73	0	0	207	100.0%	
74	0	0	207	100.0%	
75	0	0	207	100.0%	
76	0	0	207	100.0%	
77	0	0	207	100.0%	
78	0	0	207	100.0%	
79	0	0	207	100.0%	

Average Speed =	54.3	Pace =	51-60	Sample Variance =	40.0
50th Percentile =	54.0	In Pace =	60.9%	Std Deviation =	6.3
85th Percentile =	60.2	Veh. Pace =	126	Range 1*S =	70.5%
90th Percentile =	61.3			Range 2*S =	93.7%
95th Percentile =	63.7			Range 3*S =	100.0%

ENGINEERING AND TRAFFIC SURVEY

City of Dinuba

W. Kamm: Rd 74 to Alta

Date: 4/7/2017 **Time:** 0910 **Calibration Test?** Yes **Observer:** R Clifton **Direction:** WB/EB
Weather: Cloudy **Road Type:** Arterial Undivided **Unusual Conditions:** None
Lanes (Both Directions): 2 **Roadside Development:** Rural
2 Year Acc. History: N/A **Speed Limit:** 55

Speed	Frequency	Fi*Xi	Acum Total	Acum %	Percentage Breakdown
30	0	0	0	0.0%	
31	0	0	0	0.0%	
32	0	0	0	0.0%	
33	0	0	0	0.0%	
34	0	0	0	0.0%	
35	2	70	2	1.0%	**
36	1	36	3	1.4%	**
37	1	37	4	1.9%	**
38	0	0	4	1.9%	
39	2	78	6	2.9%	**
40	3	120	9	4.3%	****
41	5	205	14	6.8%	*****
42	10	420	24	11.6%	*****
43	7	301	31	15.0%	*****
44	17	748	48	23.2%	*****
45	19	855	67	32.4%	*****
46	18	828	85	41.1%	*****
47	14	658	99	47.8%	*****
48	10	480	109	52.7%	*****
49	13	637	122	58.9%	*****
50	13	650	135	65.2%	*****
51	8	408	143	69.1%	*****
52	8	416	151	72.9%	*****
53	8	424	159	76.8%	*****
54	6	324	165	79.7%	*****
55	10	550	175	84.5%	*****
56	5	280	180	87.0%	*****
57	5	285	185	89.4%	*****
58	5	290	190	91.8%	*****
59	4	236	194	93.7%	****
60	2	120	196	94.7%	**
61	4	244	200	96.6%	****
62	0	0	200	96.6%	
63	4	252	204	98.6%	****
64	2	128	206	99.5%	**
65	1	65	207	100.0%	**
66	0	0	207	100.0%	
67	0	0	207	100.0%	
68	0	0	207	100.0%	
69	1	69	208	100.5%	**
70	1	70	209	101.0%	**
71	0	0	209	101.0%	
72	0	0	209	101.0%	
73	0	0	209	101.0%	
74	0	0	209	101.0%	

Average Speed =	49.0	Pace =	43-52	Sample Variance =	36.9
50th Percentile =	47.5	In Pace =	62.3%	Std Deviation =	6.1
85th Percentile =	55.2	Veh. Pace =	129	Range 1*S =	68.1%
90th Percentile =	57.3			Range 2*S =	93.2%
95th Percentile =	60.2			Range 3*S =	100.0%

ENGINEERING AND TRAFFIC SURVEY

City of Dinuba

E. Kamm: Alta to College

Date: 4/27/2015 **Time:** 1430 **Calibration Test?** Yes **Observer:** J Garcia **Direction:** EB/WB
Weather: Clear **Road Type:** Arterial Undivided **Unusual Conditions:** 0
Lanes (Both Directions): 2 **Roadside Development:** Residential
2 Year Acc. History: N/A **Speed Limit:** 40/35

Speed	Frequency	Fi*Xi	Acum Total	Acum %	Percentage Breakdown
20	1	20	1	0.4%	**
21	2	42	3	1.3%	**
22	2	44	5	2.2%	**
23	6	138	11	4.9%	*****
24	7	168	18	8.0%	*****
25	13	325	31	13.7%	*****
26	18	468	49	21.7%	*****
27	12	324	61	27.0%	*****
28	19	532	80	35.4%	*****
29	15	435	95	42.0%	*****
30	14	420	109	48.2%	*****
31	10	310	119	52.7%	*****
32	11	352	130	57.5%	*****
33	18	594	148	65.5%	*****
34	16	544	164	72.6%	*****
35	10	350	174	77.0%	*****
36	15	540	189	83.6%	*****
37	6	222	195	86.3%	*****
38	9	342	204	90.3%	*****
39	3	117	207	91.6%	****
40	7	280	214	94.7%	*****
41	2	82	216	95.6%	**
42	3	126	219	96.9%	****
43	1	43	220	97.3%	**
44	1	44	221	97.8%	**
45	1	45	222	98.2%	**
46	0	0	222	98.2%	
47	1	47	223	98.7%	**
48	1	48	224	99.1%	**
49	0	0	224	99.1%	
50	0	0	224	99.1%	
51	0	0	224	99.1%	
52	1	52	225	99.6%	**
53	0	0	225	99.6%	
54	1	54	226	100.0%	**
55	0	0	226	100.0%	
56	0	0	226	100.0%	
57	0	0	226	100.0%	
58	0	0	226	100.0%	
59	0	0	226	100.0%	
60	0	0	226	100.0%	
61	0	0	226	100.0%	
62	0	0	226	100.0%	
63	0	0	226	100.0%	
64	0	0	226	100.0%	

Average Speed =	31.5	Pace =	26-35	Sample Variance =	32.4
50th Percentile =	30.4	In Pace =	64.6%	Std Deviation =	5.7
85th Percentile =	36.5	Veh. Pace =	146	Range 1*S =	69.9%
90th Percentile =	37.9			Range 2*S =	96.9%
95th Percentile =	40.4			Range 3*S =	99.1%

ENGINEERING AND TRAFFIC SURVEY

City of Dinuba

E. Kamm: College to Crawford

Date: 5/27/2015 **Time:** 1310 **Calibration Test?** Yes **Observer:** J Garcia **Direction:** EB/WB
Weather: Clear **Road Type:** Arterial Undivided **Unusual Conditions:** 0
Lanes (Both Directions): 2 **Roadside Development:** Commercial/Rural
2 Year Acc. History: N/A **Speed Limit:** 45/55

Speed	Frequency	Fi*Xi	Acum Total	Acum %	Percentage Breakdown
25	0	0	0	0.0%	
26	1	26	1	0.4%	**
27	1	27	2	0.9%	**
28	1	28	3	1.3%	**
29	1	29	4	1.7%	**
30	2	60	6	2.6%	**
31	5	155	11	4.7%	*****
32	0	0	11	4.7%	
33	4	132	15	6.4%	****
34	3	102	18	7.7%	****
35	10	350	28	12.0%	*****
36	17	612	45	19.2%	*****
37	18	666	63	26.9%	*****
38	19	722	82	35.0%	*****
39	13	507	95	40.6%	*****
40	24	960	119	50.9%	*****
41	24	984	143	61.1%	*****
42	11	462	154	65.8%	*****
43	14	602	168	71.8%	*****
44	5	220	173	73.9%	*****
45	14	630	187	79.9%	*****
46	4	184	191	81.6%	****
47	5	235	196	83.8%	*****
48	3	144	199	85.0%	****
49	6	294	205	87.6%	*****
50	7	350	212	90.6%	*****
51	1	51	213	91.0%	**
52	3	156	216	92.3%	****
53	5	265	221	94.4%	*****
54	1	54	222	94.9%	**
55	4	220	226	96.6%	****
56	3	168	229	97.9%	****
57	3	171	232	99.1%	****
58	0	0	232	99.1%	
59	1	59	233	99.6%	**
60	0	0	233	99.6%	
61	1	61	234	100.0%	**
62	0	0	234	100.0%	
63	0	0	234	100.0%	
64	0	0	234	100.0%	
65	0	0	234	100.0%	
66	0	0	234	100.0%	
67	0	0	234	100.0%	
68	0	0	234	100.0%	
69	0	0	234	100.0%	

Average Speed =	41.4	Pace =	35-44	Sample Variance =	39.4
50th Percentile =	39.9	In Pace =	67.9%	Std Deviation =	6.3
85th Percentile =	48.0	Veh. Pace =	159	Range 1*S =	76.1%
90th Percentile =	49.8			Range 2*S =	93.2%
95th Percentile =	54.1			Range 3*S =	99.6%

ENGINEERING AND TRAFFIC SURVEY

City of Dinuba

E. Kamm: Crawford to City Limits

Date: 6/5/2015 **Time:** 0810 **Calibration Test?** Yes **Observer:** J Garcia **Direction:** EB/WB
Weather: Clear **Road Type:** Arterial Undivided **Unusual Conditions:** 0
Lanes (Both Directions): 2 **Roadside Development:** Residential
2 Year Acc. History: N/A **Speed Limit:** 45/55

Speed	Frequency	Fi*Xi	Acum Total	Acum %	Percentage Breakdown
30	0	0	0	0.0%	
31	2	62	2	0.9%	**
32	1	32	3	1.4%	**
33	3	99	6	2.7%	****
34	5	170	11	5.0%	*****
35	5	175	16	7.3%	*****
36	5	180	21	9.5%	*****
37	3	111	24	10.9%	****
38	8	304	32	14.5%	*****
39	7	273	39	17.7%	*****
40	13	520	52	23.6%	*****
41	16	656	68	30.9%	*****
42	12	504	80	36.4%	*****
43	15	645	95	43.2%	*****
44	17	748	112	50.9%	*****
45	15	675	127	57.7%	*****
46	11	506	138	62.7%	*****
47	11	517	149	67.7%	*****
48	9	432	158	71.8%	*****
49	11	539	169	76.8%	*****
50	9	450	178	80.9%	*****
51	9	459	187	85.0%	*****
52	5	260	192	87.3%	*****
53	3	159	195	88.6%	****
54	9	486	204	92.7%	*****
55	4	220	208	94.5%	****
56	3	168	211	95.9%	****
57	2	114	213	96.8%	**
58	0	0	213	96.8%	
59	2	118	215	97.7%	**
60	1	60	216	98.2%	**
61	2	122	218	99.1%	**
62	0	0	218	99.1%	
63	1	63	219	99.5%	**
64	0	0	219	99.5%	
65	1	65	220	100.0%	**
66	0	0	220	100.0%	
67	0	0	220	100.0%	
68	0	0	220	100.0%	
69	1	69	221	100.5%	**
70	0	0	221	100.5%	
71	0	0	221	100.5%	
72	0	0	221	100.5%	
73	0	0	221	100.5%	
74	0	0	221	100.5%	

Average Speed =	45.0	Pace =	39-48	Sample Variance =	41.3
50th Percentile =	43.9	In Pace =	59.1%	Std Deviation =	6.4
85th Percentile =	51.0	Veh. Pace =	130	Range 1*S =	66.4%
90th Percentile =	53.3			Range 2*S =	95.9%
95th Percentile =	55.3			Range 3*S =	99.5%

ENGINEERING AND TRAFFIC SURVEY

City of Dinuba

S. Monte Vista: El Monte to Sierra

Date: 4/4/2017 **Time:** 1221 **Calibration Test?** Yes **Observer:** R Clifton **Direction:** NB/SB
Weather: Clear **Road Type:** Collector Divided & Undivided **Unusual Conditions:** None
Lanes (Both Directions): 2 & 4 **Roadside Development:** Commercial/Industrial
2 Year Acc. History: N/A **Speed Limit:** 45/40

Speed	Frequency	Fi*Xi	Acum Total	Acum %	Percentage Breakdown
20	1	20	1	0.5%	**
21	0	0	1	0.5%	
22	2	44	3	1.4%	**
23	4	92	7	3.2%	****
24	6	144	13	6.0%	*****
25	6	150	19	8.8%	*****
26	5	130	24	11.1%	*****
27	6	162	30	13.8%	*****
28	12	336	42	19.4%	*****
29	12	348	54	24.9%	*****
30	17	510	71	32.7%	*****
31	10	310	81	37.3%	*****
32	13	416	94	43.3%	*****
33	24	792	118	54.4%	*****
34	19	646	137	63.1%	*****
35	17	595	154	71.0%	*****
36	8	288	162	74.7%	*****
37	10	370	172	79.3%	*****
38	14	532	186	85.7%	*****
39	7	273	193	88.9%	*****
40	4	160	197	90.8%	****
41	5	205	202	93.1%	*****
42	8	336	210	96.8%	*****
43	2	86	212	97.7%	**
44	1	44	213	98.2%	**
45	0	0	213	98.2%	
46	0	0	213	98.2%	
47	0	0	213	98.2%	
48	2	96	215	99.1%	**
49	0	0	215	99.1%	
50	0	0	215	99.1%	
51	1	51	216	99.5%	**
52	1	52	217	100.0%	**
53	0	0	217	100.0%	
54	0	0	217	100.0%	
55	0	0	217	100.0%	
56	0	0	217	100.0%	
57	0	0	217	100.0%	
58	0	0	217	100.0%	
59	0	0	217	100.0%	
60	0	0	217	100.0%	
61	0	0	217	100.0%	
62	0	0	217	100.0%	
63	0	0	217	100.0%	
64	0	0	217	100.0%	

Average Speed =	33.1	Pace =	28-37	Sample Variance =	29.5
50th Percentile =	32.6	In Pace =	66.4%	Std Deviation =	5.4
85th Percentile =	37.9	Veh. Pace =	144	Range 1*S =	71.9%
90th Percentile =	39.6			Range 2*S =	97.2%
95th Percentile =	41.5			Range 3*S =	99.1%

ENGINEERING AND TRAFFIC SURVEY

City of Dinuba

W. Nebraska: Rd. 72 to Vicaya

Date: 4/4/2017 **Time:** 0730 **Calibration Test?** Yes **Observer:** R Clifton **Direction:** WB/SB
Weather: Clear **Road Type:** Arterial Undivided **Unusual Conditions:** None
Lanes (Both Directions): 2 **Roadside Development:** Rural
2 Year Acc. History: N/A **Speed Limit:** 55

Speed	Frequency	Fi*Xi	Acum Total	Acum %	Percentage Breakdown
25	0	0	0	0.0%	
26	3	78	3	1.5%	****
27	0	0	3	1.5%	
28	2	56	5	2.5%	**
29	2	58	7	3.5%	**
30	1	30	8	4.0%	**
31	7	217	15	7.5%	*****
32	8	256	23	11.4%	*****
33	3	99	26	12.9%	****
34	4	136	30	14.9%	****
35	6	210	36	17.9%	*****
36	7	252	43	21.4%	*****
37	5	185	48	23.9%	*****
38	2	76	50	24.9%	**
39	1	39	51	25.4%	**
40	11	440	62	30.8%	*****
41	10	410	72	35.8%	*****
42	6	252	78	38.8%	*****
43	12	516	90	44.8%	*****
44	11	484	101	50.2%	*****
45	12	540	113	56.2%	*****
46	7	322	120	59.7%	*****
47	17	799	137	68.2%	*****
48	19	912	156	77.6%	*****
49	13	637	169	84.1%	*****
50	9	450	178	88.6%	*****
51	4	204	182	90.5%	****
52	3	156	185	92.0%	****
53	5	265	190	94.5%	*****
54	4	216	194	96.5%	****
55	1	55	195	97.0%	**
56	4	224	199	99.0%	****
57	1	57	200	99.5%	**
58	0	0	200	99.5%	
59	1	59	201	100.0%	**
60	0	0	201	100.0%	
61	0	0	201	100.0%	
62	0	0	201	100.0%	
63	0	0	201	100.0%	
64	0	0	201	100.0%	
65	0	0	201	100.0%	
66	0	0	201	100.0%	
67	0	0	201	100.0%	
68	0	0	201	100.0%	
69	0	0	201	100.0%	

Average Speed =	43.2	Pace =	40-49	Sample Variance =	50.6
50th Percentile =	44.0	In Pace =	58.7%	Std Deviation =	7.1
85th Percentile =	49.2	Veh. Pace =	118	Range 1*S =	66.2%
90th Percentile =	50.7			Range 2*S =	96.5%
95th Percentile =	53.2			Range 3*S =	100.0%

ENGINEERING AND TRAFFIC SURVEY

City of Dinuba

W. Nebraska: Vicaya to Alta

Date: 4/6/2017 **Time:** 0720 **Calibration Test?** Yes **Observer:** J. Moreno **Direction:** WB/EB
Weather: Clear **Road Type:** Arterial Undivided **Unusual Conditions:** None
Lanes (Both Directions): 2 **Roadside Development:** Rural
2 Year Acc. History: N/A **Speed Limit:** 45

Speed	Frequency	Fi*Xi	Acum Total	Acum %	Percentage Breakdown
25	0	0	0	0.0%	
26	0	0	0	0.0%	
27	1	27	1	0.5%	**
28	0	0	1	0.5%	
29	0	0	1	0.5%	
30	1	30	2	1.0%	**
31	3	93	5	2.4%	****
32	1	32	6	2.9%	**
33	9	297	15	7.2%	*****
34	10	340	25	12.0%	*****
35	4	140	29	13.9%	****
36	7	252	36	17.3%	*****
37	9	333	45	21.6%	*****
38	11	418	56	26.9%	*****
39	19	741	75	36.1%	*****
40	9	360	84	40.4%	*****
41	15	615	99	47.6%	*****
42	19	798	118	56.7%	*****
43	14	602	132	63.5%	*****
44	13	572	145	69.7%	*****
45	13	585	158	76.0%	*****
46	14	644	172	82.7%	*****
47	7	329	179	86.1%	*****
48	3	144	182	87.5%	****
49	5	245	187	89.9%	*****
50	6	300	193	92.8%	*****
51	4	204	197	94.7%	****
52	3	156	200	96.2%	****
53	3	159	203	97.6%	****
54	2	108	205	98.6%	**
55	2	110	207	99.5%	**
56	0	0	207	99.5%	
57	0	0	207	99.5%	
58	0	0	207	99.5%	
59	0	0	207	99.5%	
60	0	0	207	99.5%	
61	1	61	208	100.0%	**
62	0	0	208	100.0%	
63	0	0	208	100.0%	
64	0	0	208	100.0%	
65	0	0	208	100.0%	
66	0	0	208	100.0%	
67	0	0	208	100.0%	
68	0	0	208	100.0%	
69	0	0	208	100.0%	

Average Speed =	41.8	Pace =	37-46	Sample Variance =	31.7
50th Percentile =	41.3	In Pace =	65.4%	Std Deviation =	5.6
85th Percentile =	46.7	Veh. Pace =	136	Range 1*S =	68.8%
90th Percentile =	49.0			Range 2*S =	95.2%
95th Percentile =	51.2			Range 3*S =	99.5%

ENGINEERING AND TRAFFIC SURVEY

City of Dinuba

E. Nebraska: Alta to Lincoln

Date: 5/5/2015 **Time:** 1430 **Calibration Test?** Yes **Observer:** J Garcia **Direction:** EB/WB
Weather: Clear **Road Type:** Arterial Undivided **Unusual Conditions:** 0
Lanes (Both Directions): 2 **Roadside Development:** Residential/Rural
2 Year Acc. History: N/A **Speed Limit:** 45

Speed	Frequency	Fi*Xi	Acum Total	Acum %	Percentage Breakdown
20	2	40	2	0.8%	**
21	1	21	3	1.2%	**
22	1	22	4	1.7%	**
23	0	0	4	1.7%	
24	0	0	4	1.7%	
25	0	0	4	1.7%	
26	0	0	4	1.7%	
27	0	0	4	1.7%	
28	0	0	4	1.7%	
29	0	0	4	1.7%	
30	2	60	6	2.5%	**
31	3	93	9	3.7%	****
32	9	288	18	7.5%	*****
33	4	132	22	9.1%	****
34	2	68	24	10.0%	**
35	6	210	30	12.4%	*****
36	12	432	42	17.4%	*****
37	6	222	48	19.9%	*****
38	19	722	67	27.8%	*****
39	13	507	80	33.2%	*****
40	23	920	103	42.7%	*****
41	17	697	120	49.8%	*****
42	12	504	132	54.8%	*****
43	26	1118	158	65.6%	*****
44	13	572	171	71.0%	*****
45	17	765	188	78.0%	*****
46	12	552	200	83.0%	*****
47	14	658	214	88.8%	*****
48	8	384	222	92.1%	*****
49	7	343	229	95.0%	*****
50	5	250	234	97.1%	*****
51	2	102	236	97.9%	**
52	0	0	236	97.9%	
53	1	53	237	98.3%	**
54	2	108	239	99.2%	**
55	0	0	239	99.2%	
56	1	56	240	99.6%	**
57	1	57	241	100.0%	**
58	1	58	242	100.4%	**
59	0	0	242	100.4%	
60	0	0	242	100.4%	
61	0	0	242	100.4%	
62	2	124	244	101.2%	**
63	0	0	244	101.2%	
64	0	0	244	101.2%	

Average Speed =	41.4	Pace =	37-46	Sample Variance =	33.6
50th Percentile =	41.1	In Pace =	68.6%	Std Deviation =	5.8
85th Percentile =	46.4	Veh. Pace =	166	Range 1*S =	70.2%
90th Percentile =	47.5			Range 2*S =	95.9%
95th Percentile =	49.2			Range 3*S =	98.3%

ENGINEERING AND TRAFFIC SURVEY

City of Dinuba

E. Nebraska: Lincoln to Crawford

Date: 5/6/2015 **Time:** 1115 **Calibration Test?** Yes **Observer:** J Garcia **Direction:** EB/WB
Weather: Clear **Road Type:** Arterial Undivided **Unusual Conditions:** 0
Lanes (Both Directions): 2 **Roadside Development:** Residential/Rural
2 Year Acc. History: N/A **Speed Limit:** 50/45

Speed	Frequency	Fi*Xi	Acum Total	Acum %	Percentage Breakdown
20	2	40	2	0.9%	**
21	0	0	2	0.9%	
22	0	0	2	0.9%	
23	0	0	2	0.9%	
24	2	48	4	1.8%	**
25	0	0	4	1.8%	
26	0	0	4	1.8%	
27	1	27	5	2.2%	**
28	2	56	7	3.1%	**
29	0	0	7	3.1%	
30	2	60	9	3.9%	**
31	14	434	23	10.1%	*****
32	9	288	32	14.0%	*****
33	4	132	36	15.8%	****
34	3	102	39	17.1%	****
35	12	420	51	22.4%	*****
36	17	612	68	29.8%	*****
37	11	407	79	34.6%	*****
38	17	646	96	42.1%	*****
39	8	312	104	45.6%	*****
40	11	440	115	50.4%	*****
41	11	451	126	55.3%	*****
42	13	546	139	61.0%	*****
43	10	430	149	65.4%	*****
44	15	660	164	71.9%	*****
45	10	450	174	76.3%	*****
46	7	322	181	79.4%	*****
47	9	423	190	83.3%	*****
48	8	384	198	86.8%	*****
49	14	686	212	93.0%	*****
50	4	200	216	94.7%	****
51	4	204	220	96.5%	****
52	1	52	221	96.9%	**
53	2	106	223	97.8%	**
54	1	54	224	98.2%	**
55	1	55	225	98.7%	**
56	1	56	226	99.1%	**
57	2	114	228	100.0%	**
58	2	116	230	100.9%	**
59	0	0	230	100.9%	
60	1	60	231	101.3%	**
61	1	61	232	101.8%	**
62	0	0	232	101.8%	
63	1	63	233	102.2%	**
64	0	0	233	102.2%	

Average Speed =	40.6	Pace =	35-44	Sample Variance =	47.6
50th Percentile =	40.0	In Pace =	54.3%	Std Deviation =	6.9
85th Percentile =	47.7	Veh. Pace =	125	Range 1*S =	63.0%
90th Percentile =	48.6			Range 2*S =	95.2%
95th Percentile =	50.6			Range 3*S =	100.0%

ENGINEERING AND TRAFFIC SURVEY

City of Dinuba

W. Saginaw: Euclid to Alta

Date: 5/5/2017	Time: 0730	Calibration Test? Yes	Observer: R Clifton	Direction: WB/EB
Weather: Clear		Road Type: Collector Undivided	Unusual Conditions:	Reverse Curve
Lanes (Both Directions): 2		Roadside Development:	Commercial/Residential/Ponding	Roadway
2 Year Acc. History: N/A		Speed Limit: 25	Basin	

Speed	Frequency	Fi*Xi	Acum Total	Acum %	Percentage Breakdown
20	0	0	0	0.0%	
21	2	42	2	1.0%	**
22	5	110	7	3.4%	*****
23	3	69	10	4.9%	****
24	10	240	20	9.9%	*****
25	12	300	32	15.8%	*****
26	16	416	48	23.6%	*****
27	29	783	77	37.9%	*****
28	23	644	100	49.3%	*****
29	21	609	121	59.6%	*****
30	19	570	140	69.0%	*****
31	14	434	154	75.9%	*****
32	16	512	170	83.7%	*****
33	8	264	178	87.7%	*****
34	9	306	187	92.1%	*****
35	7	245	194	95.6%	*****
36	7	252	201	99.0%	*****
37	0	0	201	99.0%	
38	1	38	202	99.5%	**
39	1	39	203	100.0%	**
40	0	0	203	100.0%	
41	0	0	203	100.0%	
42	0	0	203	100.0%	
43	0	0	203	100.0%	
44	0	0	203	100.0%	
45	0	0	203	100.0%	
46	0	0	203	100.0%	
47	0	0	203	100.0%	
48	0	0	203	100.0%	
49	0	0	203	100.0%	
50	0	0	203	100.0%	
51	0	0	203	100.0%	
52	0	0	203	100.0%	
53	0	0	203	100.0%	
54	0	0	203	100.0%	
55	0	0	203	100.0%	
56	0	0	203	100.0%	
57	0	0	203	100.0%	
58	0	0	203	100.0%	
59	0	0	203	100.0%	
60	0	0	203	100.0%	
61	0	0	203	100.0%	
62	0	0	203	100.0%	
63	0	0	203	100.0%	
64	0	0	203	100.0%	

Average Speed =	28.9	Pace =	25-34	Sample Variance =	12.6
50th Percentile =	28.1	In Pace =	82.8%	Std Deviation =	3.6
85th Percentile =	32.3	Veh. Pace =	168	Range 1*S =	66.0%
90th Percentile =	33.5			Range 2*S =	94.6%
95th Percentile =	34.8			Range 3*S =	100.0%

ENGINEERING AND TRAFFIC SURVEY

City of Dinuba

W. Sierra: Rd 70 to Monte Vista

Date: 4/7/2017 **Time:** 0720 **Calibration Test?** Yes **Observer:** R Clifton **Direction:** WB/EB
Weather: Rainy **Road Type:** Collector Undivided **Unusual Conditions:** None
Lanes (Both Directions): 2 **Roadside Development:** Industrial
2 Year Acc. History: N/A **Speed Limit:** 45

Speed	Frequency	Fi*Xi	Acum Total	Acum %	Percentage Breakdown
20	0	0	0	0.0%	
21	0	0	0	0.0%	
22	0	0	0	0.0%	
23	1	23	1	0.5%	**
24	0	0	1	0.5%	
25	0	0	1	0.5%	
26	1	26	2	1.0%	**
27	1	27	3	1.5%	**
28	3	84	6	3.0%	****
29	0	0	6	3.0%	
30	1	30	7	3.4%	**
31	2	62	9	4.4%	**
32	3	96	12	5.9%	****
33	6	198	18	8.9%	*****
34	10	340	28	13.8%	*****
35	2	70	30	14.8%	**
36	9	324	39	19.2%	*****
37	8	296	47	23.2%	*****
38	10	380	57	28.1%	*****
39	14	546	71	35.0%	*****
40	18	720	89	43.8%	*****
41	11	451	100	49.3%	*****
42	21	882	121	59.6%	*****
43	13	559	134	66.0%	*****
44	8	352	142	70.0%	*****
45	18	810	160	78.8%	*****
46	11	506	171	84.2%	*****
47	8	376	179	88.2%	*****
48	12	576	191	94.1%	*****
49	1	49	192	94.6%	**
50	4	200	196	96.6%	****
51	0	0	196	96.6%	
52	1	52	197	97.0%	**
53	2	106	199	98.0%	**
54	2	108	201	99.0%	**
55	2	110	203	100.0%	**
56	0	0	203	100.0%	
57	0	0	203	100.0%	
58	1	58	204	100.5%	**
59	0	0	204	100.5%	
60	0	0	204	100.5%	
61	1	61	205	101.0%	**
62	0	0	205	101.0%	
63	0	0	205	101.0%	
64	0	0	205	101.0%	

Average Speed =	41.3	Pace =	38-47	Sample Variance =	32.8
50th Percentile =	41.1	In Pace =	65.7%	Std Deviation =	5.7
85th Percentile =	46.3	Veh. Pace =	134	Range 1*S =	69.1%
90th Percentile =	47.4			Range 2*S =	93.6%
95th Percentile =	49.5			Range 3*S =	99.0%

ENGINEERING AND TRAFFIC SURVEY

City of Dinuba

W. Sierra: Rd 70 to Monte Vista

Date: 4/7/2017 **Time:** 0720 **Calibration Test?** Yes **Observer:** R Clifton **Direction:** WB/EB
Weather: Rainy **Road Type:** Collector Undivided **Unusual Conditions:** None
Lanes (Both Directions): 2 **Roadside Development:** Industrial
2 Year Acc. History: N/A **Speed Limit:** 45

Speed	Frequency	Fi*Xi	Acum Total	Acum %	Percentage Breakdown
20	0	0	0	0.0%	
21	0	0	0	0.0%	
22	0	0	0	0.0%	
23	1	23	1	0.5%	**
24	0	0	1	0.5%	
25	0	0	1	0.5%	
26	1	26	2	1.0%	**
27	1	27	3	1.5%	**
28	3	84	6	3.0%	****
29	0	0	6	3.0%	
30	1	30	7	3.4%	**
31	2	62	9	4.4%	**
32	3	96	12	5.9%	****
33	6	198	18	8.9%	*****
34	10	340	28	13.8%	*****
35	2	70	30	14.8%	**
36	9	324	39	19.2%	*****
37	8	296	47	23.2%	*****
38	10	380	57	28.1%	*****
39	14	546	71	35.0%	*****
40	18	720	89	43.8%	*****
41	11	451	100	49.3%	*****
42	21	882	121	59.6%	*****
43	13	559	134	66.0%	*****
44	8	352	142	70.0%	*****
45	18	810	160	78.8%	*****
46	11	506	171	84.2%	*****
47	8	376	179	88.2%	*****
48	12	576	191	94.1%	*****
49	1	49	192	94.6%	**
50	4	200	196	96.6%	****
51	0	0	196	96.6%	
52	1	52	197	97.0%	**
53	2	106	199	98.0%	**
54	2	108	201	99.0%	**
55	2	110	203	100.0%	**
56	0	0	203	100.0%	
57	0	0	203	100.0%	
58	1	58	204	100.5%	**
59	0	0	204	100.5%	
60	0	0	204	100.5%	
61	1	61	205	101.0%	**
62	0	0	205	101.0%	
63	0	0	205	101.0%	
64	0	0	205	101.0%	

Average Speed =	41.3	Pace =	38-47	Sample Variance =	32.8
50th Percentile =	41.1	In Pace =	65.7%	Std Deviation =	5.7
85th Percentile =	46.3	Veh. Pace =	134	Range 1*S =	69.1%
90th Percentile =	47.4			Range 2*S =	93.6%
95th Percentile =	49.5			Range 3*S =	99.0%

ENGINEERING AND TRAFFIC SURVEY

City of Dinuba

W. Surabian: Monte Vista to Alta

Date: 4/4/2017 **Time:** 1130 **Calibration Test?** Yes **Observer:** J. Moreno **Direction:** WB/EB
Weather: Clear **Road Type:** Local **Unusual Conditions:** None
Lanes (Both Directions): 2 **Roadside Development:** Industrial
2 Year Acc. History: N/A **Speed Limit:** 40

Speed	Frequency	Fi*Xi	Acum Total	Acum %	Percentage Breakdown
20	0	0	0	0.0%	
21	1	21	1	0.5%	**
22	0	0	1	0.5%	
23	2	46	3	1.5%	**
24	2	48	5	2.4%	**
25	4	100	9	4.4%	****
26	4	104	13	6.3%	****
27	7	189	20	9.8%	****
28	5	140	25	12.2%	****
29	5	145	30	14.6%	****
30	16	480	46	22.4%	****
31	18	558	64	31.2%	****
32	16	512	80	39.0%	****
33	15	495	95	46.3%	****
34	21	714	116	56.6%	****
35	15	525	131	63.9%	****
36	14	504	145	70.7%	****
37	20	740	165	80.5%	****
38	11	418	176	85.9%	****
39	8	312	184	89.8%	****
40	9	360	193	94.1%	****
41	4	164	197	96.1%	****
42	2	84	199	97.1%	**
43	2	86	201	98.0%	**
44	1	44	202	98.5%	**
45	0	0	202	98.5%	
46	1	46	203	99.0%	**
47	0	0	203	99.0%	
48	1	48	204	99.5%	**
49	0	0	204	99.5%	
50	0	0	204	99.5%	
51	1	51	205	100.0%	**
52	0	0	205	100.0%	
53	0	0	205	100.0%	
54	0	0	205	100.0%	
55	0	0	205	100.0%	
56	0	0	205	100.0%	
57	0	0	205	100.0%	
58	0	0	205	100.0%	
59	0	0	205	100.0%	
60	0	0	205	100.0%	
61	0	0	205	100.0%	
62	0	0	205	100.0%	
63	0	0	205	100.0%	
64	0	0	205	100.0%	

Average Speed =	33.8	Pace =	29-38	Sample Variance =	22.0
50th Percentile =	33.4	In Pace =	75.1%	Std Deviation =	4.7
85th Percentile =	37.8	Veh. Pace =	154	Range 1*S =	73.7%
90th Percentile =	39.1			Range 2*S =	95.6%
95th Percentile =	40.4			Range 3*S =	99.0%



City Council Staff Report

Department: CITY MANAGER'S OFFICE

June 27, 2017

To: Mayor and City Council

From: Luis Patlan, City Manager

Subject: Second Year Report on Strategic Goals for 2015-2018

RECOMMENDATION

Council receive Second Year Report on Strategic Goals for 2015-2018 and provide direction to staff as necessary.

EXECUTIVE SUMMARY

The City Council held a goal setting workshop on March 15, 2017. The purpose of the workshop was for the Council to receive an update on the current 2015-2018 goals adopted by the Council in May of 2015, review existing goals and make modifications as necessary, and to look forward to 2018 and beyond. This report provides an update on the status of progress made in achieving the strategic goals.

OUTSTANDING ISSUES

None.

DISCUSSION

The City Council participated in a goal setting workshop in 2015 in an effort to establish near-term goals to guide the efforts of the organization in addressing the City's most pressing issues. These goals were revisited in March of this year and the Council came up with several additional goals, objectives and strategies that are included in the Strategic Goals for 2015-2018. The strategic goals are aligned with the budgeting process to ensure that the City's budget reflects City Council and community priorities.

The Second Year Report on Strategic Goals for 2015-2018 enclosed herein as Attachment 'A' list each goal along with objectives, strategies, responsible staff and status of implementation. As reflected in the report, progress has been made in achieving many of the goals and objectives set forth by the City Council. Some

highlights for 2016/17 include, but not limited, to the following:

Goal #1: Fiscal Health of the Community

- Operating Agreement with BestBuy.com has resulted in steady growth of internet sales tax revenues from BestBuy.com. Sales tax receipts for the most recent four quarters are up 57.4% or \$3.2M.
- Entered into an Amendment to the Operating Agreement with BestBuy.com to defer its share of sales tax revenue from internet sales over three years to give the City time to absorb the loss in public safety sales tax revenues and continue to grow internet sales from BestBuy.com.
- City continues to receive Intergovernmental Transfer Funds (IGT) from the state as reimbursement for ambulance services.
- Retail gap analysis and market area completed for the East Side and for the city as whole and list of targeted retailers identified and recruitment efforts ongoing.
- Ruiz Foods constructing an additional 18,000 sq. ft. building and on-site parking.
- Woodside Homes breaks ground on Phase I of the Ridge Creek Ranch subdivision with model complex to begin construction in late July.
- San Joaquin Valley Homes restarts Viscaya II subdivision and first 50 of 87 homes sold.
- 4,000 sq. ft. retail center under construction at the northeast corner of Alta and El Monte Way with Verizon as the anchor tenant (former Chevron site).
- New Asian restaurant under construction in the Red Rock Plaza Shopping Center.
- Fitness Evolution planning to locate in a portion of the former Kmart building in the Mercantile Row Shopping Center.

Goal #2: Quality of Life and Neighborhood Improvements

- Motor traffic patrol restarted in September 2016 with two motorcycle officers on duty.
- Traffic Speed Survey completed and new speed limits to be established for major arterial and collector streets.
- Girls Scout Chapter started in May 2017 at College Park Center with 12 girls participating in the program.
- Adopt-A-Planter Program created for downtown with Department Heads and senior staff adopting the first planter. Other community groups interested in adopting a planter.
- City awarded \$330,000 State Highway Grant for the Kamm/Green bulb-out project.
- Hayes Avenue widening project completed.
- Public Works crews continue to do a great job replacing damaged/missing sidewalks, curbs and gutter throughout the community.
- Street light inventory completed and new street lights to be installed on existing poles where needed.
- Conversion of decorative lights downtown and at the fire department to LED approved and scheduled to be installed in July.
- Turf replaced at Fire Department with drought tolerant landscaping and drip irrigation.

Goal #3: Capital Projects and Delivery

- W. El Monte Way Widening Project completed. Close-out of the project ongoing.
- California Public Utilities Commission to fund 100% of rail crossing improvements at College Avenue totaling \$1.63 million.
- Bucket truck purchased for use by Parks crews to trim and remove trees.
- Alta Healthcare District approved \$156,000 to purchase second ambulance.
- One new motorcycle and 6 new patrol cars purchased in FY 16-17.

Goal #4: Maintain Organizational Capacity

- Recruited Administrative Services Director to fill vacancy in Finance Department.
- Created Local Government Youth Internship Program and 4 interns participated in FY 16-17.
- Evaluating overall feasibility of Fire Station No. 2 funding and staffing before proceeding with completion of construction drawings.

Goal #5: Community Engagement

- New website launched that is user friendly and compatible with mobile devices.
- E-Newsletter launched to keep community informed on projects, activities and developments in town.
- Successful transition of Senior Center and programs to the City with more activities and trips offered to Seniors.
- Working on community survey to be released in early 2018 as a way to gauge citizen's top issues.

Staff has done an excellent job focusing on implementing strategic goals adopted by the City Council. Although some goals make take longer to start or complete, staff is committed to ensuring that these goals are given priority.

FISCAL IMPACT

None.

PUBLIC HEARING

None.

ATTACHMENTS:

Attachment 'A' - Second Year Report on Strategic Goals for 2015-2018

City of Dinuba
Second Year Report on Strategic Goals for 2015-2018

Goal 1: Fiscal Health of the Community							
Objective	Strategy	Assigned To	Status				Comment
			Not Started	In Progress	Ongoing	Complete	
A. Balance economic development throughout the community	1. Fill vacant commercial centers (east side)	Luis/Daniel			✓		The Retail Coach completed demographics, gap analysis, and trade area and is connecting with targeting retailers.
	2. Seek funding for Randle Avenue extension to E. El Monte Way	Blanca				✓	Received \$1.3 m CDBG grant to extend Randle Avenue. Annexation approved. Environmental and design in progress.
	3. Prepare East Side Master Land Use Plan to revitalize east side	Blanca		✓			Quad Knopf preparing East Side Master Land Use Plan. Public outreach meeting scheduled for July.
	4. Stabilize internet sales tax revenues	Luis				✓	City entered into operating agreement with BestBuy.com to secure & grow internet sales tax.
B. Recruit businesses that have low impact on City services	1. Focus on low water use industries	Luis/Daniel			✓		Staff continues to submit potential sites to prospective companies through Tulare EDC and direct leads.
	2. Participate in Tulare EDCs Certified Sites Program to market shovel-ready industrial sites	Luis/Cristobal				✓	Two sites were certified as shovel-ready by Foote Consulting and listed on the Tulare EDC's website.
	3. Establish list of all potential industrial and commercial properties	Daniel				✓	All available industrial and commercial sites identified and added to the City's website and GIS system.
	4. Market 20-acre commercial property adjacent to Walmart for development	Luis/Daniel		✓			Meeting with developer interested in developing site.

Goal 2: Quality of Life and Neighborhood Improvements

Objective	Status	Assigned To	Status				Comment
			Not Started	In Progress	Ongoing	Complete	
A. Plan and develop a suitable venue to honor and memorialize fallen staff and citizenry	1. Identify and appropriate location and/or venue for recognizing fallen public safety personnel	Chad/Devon		✓			Council selected preferred site for memorial. Conceptual plan prepared and cost estimate in progress. Budget dollars in FY 17/18.
B. Develop mentorship program for youth (Big Brothers/Big Sisters)	1. Continue to participate in the Big Brothers/Big Sisters program	Stephanie			✓		DUSD partners with Big Brothers/Big Sisters. DPD participating in BIGs in Blue Program with Big Brothers for the summer of 2017
	2. Look into establishing Girl/Boy Scouts program	Stephanie				✓	Girl Scout chapter kicked off on May 31, 2017. 12 girls signed up.
	3. Continue to support and expand membership in the Fire Explorer Program	Chad			✓		This is an ongoing program.
	4. Continue to support and expand membership in the Police Explorer Program	Devon			✓		This is an ongoing program. Explorers won 4 awards at annual competition in April 2017.
	5. Continue to support and expand membership in the Youth Law Enforcement Day Camp	Devon			✓		Event scheduled in July. Teen's ages 14-17 will get an inside look into the law enforcement profession.
	6. Create a Local Government Internship Program	Luis/Linda				✓	Program implemented Summer 2016. Three interns hired in Finance, Public Works, and IT. Goal is to expose youth to careers in local government.
C. Develop a community-wide traffic safety awareness campaign	1. Hire two motor officers for traffic enforcement					✓	Two new officers hired and on duty in October and December of 2016

Goal 2: Quality of Life and Neighborhood Improvements (cont'd)

Objective	Strategy	Assigned To	Status				Comment
			Not Started	In Progress	Ongoing	Complete	
	2. Enhance radar enforcement by placing radar trailer in high speeding areas	Devon			✓		Ongoing, especially during school year.
	3. Conduct random traffic enforcement details throughout the year	Devon			✓		Dinuba PD teamed up with allied agencies for Distracted Drivers Awareness week (April 24-27). A total of 123 traffic stops with 107 citation issued.
	4. Complete speed survey and post appropriate speeds	Ron/Devon				✓	Speed survey completed. Council to adopt speed limits on June 27, 2017.
	5. Conduct random crosswalk stings around schools	Devon			✓		Ongoing during the school year.
	6. Public safety training for emergencies and terror attacks	Chad/Devon		✓			Emergency Operations Plan being updated. DPD active shooter training conducted on April 29 at Washington school.
D. Active Code Enforcement	1. Enforcement of temporary signs	Blanca/CE	✓				Staff evaluating sign ordinance for changes to enhance enforcement
	2. Enforcement of ongoing public nuisance	Blanca/CE			✓		Code Enforcement focused on all major public nuisances.
E. Focus on downtown improvements	1. Downtown revitalization	Luis/Daniel		✓			Created inter-departmental team and work plan focused on strategies to improve downtown. Team to review progress on a quarterly basis.
	2. Provide regulatory relief for downtown businesses	Chad/Daniel				✓	Council approved Fire Safety Grant to help downtown businesses with fire code compliance. Grants are up to \$1,000.
	3. Evaluate that there is adequate handicap parking downtown	Blanca/Ron	✓				Staff to evaluate handicap parking downtown and include additional parking as needed.
	4. Clean, re-stain & repair decorative traffic circles downtown	Blanca		✓			Staff soliciting cost estimates for work.

Goal 2: Quality of Life and Neighborhood Improvements (cont'd)

Objective	Strategy	Assigned To	Status				Comment
			Not Started	In Progress	Ongoing	Complete	
F. Engage community groups in beautification projects (especially downtown)	1. Create an Adopt-a-Planter Program for downtown				✓		Program released April 10. Executive staff adopted first planter on March 18. Council and City Engineer agreed to adopt a planter as well.
	2. Install lights on trees in the downtown area	Stephanie				✓	Lights installed in December 2015.
	3. Conduct sidewalk condition survey	Blanca		✓			Staff identified 33 damaged sidewalks. Goal is to replace sidewalks each year until all have been improved.
	4. Conduct a street illumination study & identify streets needing lighting	Blanca		✓			Staff conducted survey. New lights to be installed by PG&E in 2017.
	5. Upgrade infield at baseball field in KC Park	Stephanie		✓			Pro-Youth donated \$15k to upgrade second field.
	6. Develop wayfinding signage program, branding design, cost and budget	Luis/Daniel				✓	Wayfinding Signage Program and cost estimate completed. Staff will budget funds for installation of some street & directional in FY 17/18.
	7. Participate in the State's Turf Replacement Program at City facilities	Stephanie		✓			California Conservation Corps replaced turf at the Lincoln/McKinley Paseo and Fire Department. City Hall is scheduled for July 2017.
G. Improve existing parks and plan for new parks	1. Expansion of Roosevelt Park		✓				City acquired some property to expand Park. City will seek to purchase remaining property as it comes up for sale. Funding TBD
	2. Expansion of Vuich Park		✓				City acquire some property to expand park. City will seek to purchase remaining property as it comes up for sale. Funding TBD.
	3. Develop Viscaya Neighborhood Park		✓				Staff will explore funding to prepare plan for the future park along with cost estimates. Funding TBD.
	4. Develop Roosevelt Paseo between Viscaya and Euclid			✓			Staffing seeking grants for walkway connecting Viscaya neighborhood to Roosevelt Elementary.
	5. HVAC at Sportsplex		✓				Staff to explore options and costs for HVAC system at Sportsplex. Funding TBD.

Goal 3: Capital Projects and Delivery

Objective	Strategy	Assigned To	Status				Comments
			Not Started	In Progress	Ongoing	Complete	
A. <i>Develop and adopt a balanced capital improvement program</i>	1. Develop street condition survey, including incomplete streets for inclusion in CIP	Blanca/Ron			✓		Pavement management system in place & condition of streets indexed. Street maintenance & repairs based on funding.
	2. Work with TCAG on a funding for a Complete Streets Study	Blanca		✓			TCAG expected to fund \$75,000 for complete street study. Study gives agencies additional points for street projects.
	3. Seek grant funds for street and infrastructure projects	Blanca/Ron			✓		City awarded CMAQ grant for Alta/El Monte Way traffic synchronization project and Measure R funds for design, environmental and ROW for Nebraska/Alta roundabout.
	4. Kamm/Crawford intersection improvements	Blanca				✓	Repairs to pavement at intersection completed.
	5. Railroad crossing at Saginaw (Viscaya to Englehart)	Ron		✓			Staff in discussion with railroad/CPUC on process and cost for crossing.
	6. Improve condition of alleys throughout town	Blanca		✓			Conduct survey of condition of alleys and prepare capital plan to improve alleys.
	7. Widen Kamm east of College to include raised median in Kamm Avenue (Alta to College)	Blanca/Ron	✓				Include project in list of capital projects. Funding TBD.
	8. Griggs neighborhood improvements	Ron/Blanca	✓				Evaluate cost to reconstruct Griggs including all utilities. Extension of sewer only is approx. \$500k. Funding TBD.

Goal 3: Capital Projects and Delivery (cont'd)

Objective	Strategy	Assigned To	Status				Comments
			Not Started	In Progress	Ongoing	Complete	
B. Delivery key projects in a timely manner	1. Complete W. El Monte Way widening project	Ron		✓			Widening work complete. Contractor working on punch list items and close-out issues
	2. Fire Station No. 2	Chad/Maggie		✓			Completion of construction plans on hold. Staff to evaluate overall feasibility in light of the loss of Measure F funds.
	3. Public safety training facility	Devon/Chad	✓				Preliminary design of training facility included with Fire Station No. 2 as future phase.
	4. Wastewater Upgrade & Expansion	Blanca/Ron		✓			Phasing plan and costs identified. Evaluating feasibility of project.
	5. Hayes Avenue Widening	Ron				✓	Notice of Completion filed with County Clerk.
	6. Install new playground and restroom facility at Gregory Park	Stephanie				✓	New playground and restrooms installed.
	7. Install restroom facility and lighting at Roosevelt Park	Stephanie				✓	New ADA entrance doors installed at Community Center
	8. College Park Recreation Center	Stephanie				✓	Remodel complete. Center occupied as day care center for 56 kids. Space saved for Girls Scouts and summer fund programming.
	9. Well No. 21	Ron/Blanca	✓				New well needed by 2020/21. Rate adjustments will be evaluated over next 5 years.
	10. Kern Street Storm Drain	Ron/Blanca		✓			Engineer update estimate. Will work with grant consultant to seek grant for project.
	11. Community Center – remove asbestos and replace roof	Stephanie				✓	Asbestos removed and new roof installed.
	12. Bucket Truck for Parks Crews	Stephanie				✓	Bucket truck purchased.
	13. Improve College Avenue rail crossing	Ron/Blanca		✓			Design completed. Project to be funded by \$1.6 M grant. Project to start in early 2018.

Goal 4: Maintaining Organizational Capacity for Service Delivery and Goal Accomplishment

Objective	Strategy	Assigned To	Status				Comments
			Not Started	In Progress	Ongoing	Complete	
A. Provide adequate staffing for all new facilities before they come on line	1. Fire Station No. 2 - Evaluate staffing needs and funding capacity	Chad/Maggie			✓		Fire station design on hold due to loss of public safety tax revenue. Completion of design to be evaluated.
	2. College Park Recreation Center – new facility	Stephanie				✓	City did not have personnel to staff facility. CPR leased for day care center. Space saved for Girls Scouts and summer programs.
	3. Senior Programs – Evaluate request for the City to take over senior programs.	Stephanie				✓	Senior Center transition a success. Moved existing staff to the Senior Center effective July 1, 2016.
B. Evaluate staffing in all departments to ensure adequate service levels	1. Staffing in Police Department	Devon			✓		Continue to evaluate staffing levels.
	2. Staffing in Parks & Community Services	Stephanie			✓		One General Maintenance Worker promoted full-time in FY 2016-17.
	3. Explore use of CSUF interns in recreation programs and community events	Stephanie		✓			Staff has reached out to CSUF about starting internship program for the Fall 2018 school year.
C. Maintain employee compensation within 5% of the top comparator cities	1. Evaluate current salaries with comparator cities	Maria/Luis			✓		Evaluation of salaries ongoing. Retention of public safety staff stable.
D. Evaluate and update use of technology to improve organizational efficiency	1. Replace existing accounting system	Finance				✓	Implemented New World accounting system in Finance.
E. Adopt a code of ethics for staff, Council, Boards and Commissions	1. Implement new agenda manager system	Linda/Daniel		✓			Implemented new agenda manager system to provide for efficient preparation of staff reports and agendas

Goal 5: Community Engagement							
Objective	Strategy	Assigned To	Status				Comment
			Not Started	In Progress	Ongoing	Complete	
A. <i>Designate a public information specialist in the organization</i>	1. Establish a single-point of contact for media outlets	Daniel				✓	Daniel James is the designated public relations officer.
B. <i>Regularly employ social media to provide information and obtain feedback on services and activities</i>	1. Provide weekly information of City's Facebook page	Daniel			✓		Use of social media ongoing.
	2. Prepare a Community Survey to gage citizen's top issues	Daniel/Linda	✓				Staff to prepare on-line survey to be released in early 2018.
C. <i>Comprehensive Update of City website</i>	1. Update City website	Daniel				✓	New website launched in August 2016. Website user friendly and compatible with mobile devices.
D. <i>Create E-Newsletter</i>	1. Create subscription-based electronic newsletter	Daniel				✓	Stay Connected Dinuba E-Newsletter launched in July 2016.



City Council Staff Report

Department: CITY MANAGER'S OFFICE

June 27, 2017

To: Mayor and City Council

From: Nancy Jenner, City Attorney

Subject: Conference With Legal Counsel - Potential Litigation (NJ)

RECOMMENDATION

City Council to decide whether to initiate litigation; GC Section 54956(d)(4); One (1) matter.

EXECUTIVE SUMMARY

None.

OUTSTANDING ISSUES

None.

DISCUSSION

None.

FISCAL IMPACT

None.

PUBLIC HEARING

None.



City Council Staff Report

Department: CITY MANAGER'S OFFICE

June 27, 2017

To: Mayor and City Council

From: Luis Patlan, City Manager

Subject: Conference With Real Property Negotiators (LP)

RECOMMENDATION

Pursuant to GC Section 54956.8, Sale of Real Property

Property Location: APN 017-280-002; 020

Agency Negotiators: Luis Patlan and Daniel James

Negotiating Parties: City of Dinuba and Coleman & Horowitz, LLP

Under Negotiation: Price and Terms

EXECUTIVE SUMMARY

None.

OUTSTANDING ISSUES

None.

DISCUSSION

None.

FISCAL IMPACT

None.

PUBLIC HEARING

None.



City Council Staff Report

Department: CITY MANAGER'S OFFICE

June 27, 2017

To: Mayor and City Council

From: Linda Barkley, Deputy City Clerk

Subject: Public Employee Performance Evaluation Pursuant to GC Section 54957,
Title: City Manager

RECOMMENDATION

The City Council will conduct the City Manager's annual performance evaluation.

EXECUTIVE SUMMARY

None.

OUTSTANDING ISSUES

None.

DISCUSSION

None.

FISCAL IMPACT

None.

PUBLIC HEARING

None.